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& O'Donnell
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FACSIMILE TRANSMITTAL COVER PAGE

TO: Cherie
Aztec Trucking

FAX:

FROM: Scott D. Dillner

DATE: August 2, 2007

RE: Lechner and Sons f/k/a A.W. Zengeler, Inc. v. Aztec Trucking, Inc.
Case No. 07 M1 116723
Our File No. 05498.001

Comments: Please see attached

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE SO THAT WE CAN ARRANGE FOR THE RETRIEVAL OF THE ORIGINAL MESSAGE AT NO COST TO YOU.

TOTAL NUMBER OF PAGES 20, INCLUDING THIS COVER PAGE. IF YOU ARE ENCOUNTERING ANY PROBLEMS IN TRANSMISSION OF THIS FACSIMILE, PLEASE CONTACT THE LAW OFFICES OF HISKEs, DILLNER, O'DONNELL, MAROVICH & LAPP, LTD at (708) 333-1234.

N:\Word\SCOTT\CORPORATE\AZTEC\Fax 8-2-07.wpd



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March 13, 2007

Aztec Trucking, Inc.
Attn: Cherie

Re: *Lechner and Sons f/k/a A.W. Zengeler, Inc. v. Aztec Trucking, Inc.*
Case No. 07 M1 116723
Our File No. 05498.001

Dear Cherie:

Enclosed please find a summons I received as registered agent of Aztec Trucking. The lawsuit was filed by Lechner and Sons against Aztec Trucking seeking monies allegedly past due for services rendered and an additional amount as liquidated damages for alleged premature termination of the contract. Please note that an appearance or acknowledgment of the lawsuit must be filed on or before April 10, 2007 at the Richard J. Daley Center, 50 West Washington, Room 602, Chicago, Illinois.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

HISKES, DILLNER, O'DONNELL,
MAROVICH & LAPP, LTD.



Scott D. Dillner

SDD/jp
Enclosure

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2120 - Served 2220 - Not Served 2620 - Sec. of State
 2121 - Alias Served 2221 - Alias Not Served 2621 - Alias Sec. of State
 Small Claims SUMMONS (Claims not to exceed \$10,000)

CCM N751 A-100M-9/15/06 ()

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 MUNICIPAL DEPARTMENT, FIRST DISTRICT

Name All Parties

Lechner and Sons f/k/a A.W. Zengeler, Inc.

Plaintiff(s)

v.

Aztec Trucking, Inc.

Scott Dillner, Registered Agent Defendant(s)

16231 Wausau Ave.

South Holland, IL 60473

Address of Defendant(s)

07M1 116723

Case No.

Amount Claimed: \$ \$5,416.77 plus

*Return Date: April 10, 2007

Trial Date:

Time: 9:30

Room: 602

Please serve as follows: ☒ Certified Mail ☐ Sheriff Service (Plaintiff check one)

SMALL CLAIMS SUMMONS
 (IL Sup. Ct. Rules 281-288)

To each Defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee in:

- ☒ District 1: Richard J. Daley Center; 50 West Washington, Room 602; Chicago, IL 60602
☐ District 2: 5600 Old Orchard Rd., Rm 136; Skokie, IL 60077 ☐ District 5: 10220 S. 76th Ave., Rm 121; Bridgeview, IL 60455
☐ District 3: 2121 Euclid, Rm 121; Rolling Meadows, IL 60008 ☐ District 6: 16501 S. Kedzie Pkwy., Rm 119; Markham, IL 60428
☐ District 4: 1500 Maybrook Dr., Rm 236; Maywood, IL 60153

on* April 10, 2007, (Return Date)

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer: (Sheriff Service)

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service, and not less than 3 days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than 3 days before the day for appearance.

THERE WILL BE A FEE TO FILE YOUR APPEARANCE. SEE FEES ON THE REVERSE SIDE OF THIS FORM.

Atty. No.: 40148

Pro Se 99500

WITNESS,

Name: James L. Kopecky, P.C.

Atty. for: Lechner and Sons f/k/a A.W. Zengeler, Inc.

Address: 321 N. Clark Street, Ste. 2200

City/State/Zip: Chicago, IL 60610

Telephone: 312-527-3966

DOROTHY BROWN MAR 02 2007

DOROTHY BROWN, Circuit Court Clerk

☐ Service by Certified Mail:

(Date)

☐ Date of Service:

(To be inserted by officer on copy left with Defendant or other person)

*NOTICE TO PLAINTIFF: Not less than 14 or more than 40 days after issuance of Summons)

SEE REVERSE SIDE

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

CCM N751 B-100M-9/15/06

APPEARANCE FEES INCLUDE A COUNTY LAW LIBRARY FEE OF \$13.00, THE COURT AUTOMATION FEE OF \$15.00, DOCUMENT STORAGE FEE OF \$15.00 AND THE MANDATORY ARBITRATION FEE OF \$10.00 WHERE APPLICABLE.

APPEARANCE FEES (BASED ON AMOUNT OF CLAIM)
(ALL CASES; NO DISPUTE RESOLUTION CHARGED)
FORCIBLE DETAINER (POSSESSION ONLY) \$133.00
\$1500.00 OR LESS \$133.00
\$1500.00, TO \$15,000.00 \$143.00
MORE THAN \$15,000.00 \$163.00

JURY FEES ARE AS FOLLOWS:

CLAIMS FOR DAMAGES NOT IN EXCESS OF \$10,000.00

*SIX-PERSON \$12.50

*TWELVE-PERSON JURY \$25.00 or

\$12.50 if another party paid for a jury of six

CLAIMS FOR DAMAGES NOT IN EXCESS OF \$15,000.00

*SIX-PERSON \$115.00

*TWELVE-PERSON JURY \$230.00 or

\$115.00 if another party paid for a jury of six

CLAIMS FOR DAMAGES IN EXCESS OF \$15,000.00

*TWELVE-PERSON JURY \$230.00

*THESE FEES MAY BE WAIVED BY APPROPRIATE COURT ORDER. YOU HAVE THE RIGHT TO FILE A PETITION SEEKING SUCH AN ORDER.

NOTICE TO DEFENDANT

1. The case will not be heard in court on the return date specified on the reverse side of this form.
When you file your appearance and pay the fee required, you will receive your court date.
You must come to court on this day.
2. If you do not file an appearance and pay the required fee, a JUDGMENT BY DEFAULT may be taken against you for the relief requested in the complaint.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

YOU ARE NOTIFIED THAT CASE

07-M1-116723

LECHNER SDONS

V.

AZTEC TRUCKING INC

AN ORDER FOR DEFAULT WAS ENTERED ON 06/06/2007
BY JUDGE MURPHY GORMAN, JOYCE MARIE

06/02/2007 15:45 FAX

Hiskes
Dillner
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01 Counsel

Chris J. Heaney

*Also Admitted in Indiana & Florida

June 21, 2007

Aztec Trucking, Inc.
Attn: Cherie

Re: *Lechner and Sons f/k/a A.W. Zengeler, Inc. v. Aztec Trucking, Inc.*
Case No. 07 M1 116723
Our File No. 05498.001

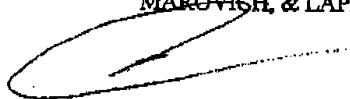
Dear Cherie:

Be advised that I received word from the Cook County Clerk that a default was entered in the above case on June 6, 2007. I previously forwarded this lawsuit to you. If you have not done so already, you should forward the complaint to your insurance company so that they may defend you in the matter.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

HISKES, DILLNER, O'DONNELL,
MAROVICH, & LAPP, LTD.



Scott D. Dillner

SDD/jp

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SOUTH HOLLAND OFFICE 16231 Wausau Avenue • South Holland, Illinois 60473 • PHONE 708/333-1234 • Fax 708/333-9246 • E-mail law@hdoml.com

JAMES L. KOPECKY, P.C.
ATTORNEYS AT LAW

July 3, 2007

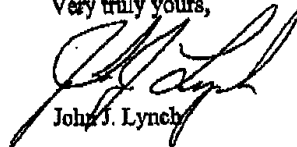
Via Certified Mail

Re: Citation to Discover Assets - Lechner & Sons

Dear Judgment Debtor,

Enclosed is a Citation to Discover Assets relating to the judgment Lechner & Sons f/k/a A.W. Zengeler, Inc. ("Lechner") has obtained against you. If you are interested in resolving this matter prior to the required citation examination, please call. Also, of course, if you have any questions or concerns, please feel free to call. My direct line is 312-970-3462.

Very truly yours,



John J. Lynch

JJL:js
Encl.

(Rev. 12/4/00) CCG 0005 B

_____ on oath states:

I am over 18 years of age and not a party to this case. I served the Citation To Discover Assets as follows:

on _____ by leaving a copy with him/her personally on _____,
at the hour of _____ m., at _____ Street, in _____, Illinois.
or
on _____ by leaving on _____, at the hour of _____ m.,
at _____ Street, in _____, Illinois, his/her usual place of abode
with, _____ a person of his/her family of the age of 13 or upwards informing that person
of the contents of the Citation to Discover Assets, and also by sending on a true and correct copy on

_____, _____, by prepaid Registered Mail, addressed to him/her; Return Receipt
Requested, delivery limited to addressee only. The registry receipt signed by addressee on

_____, _____, is attached.

(attach receipt here)

**Signed and sworn to before me on this _____

day of _____,

Notary Public

**If service is made by sheriff, return may be made by certificate rather than by sworn affidavit.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS



A. W. Zengeler Inc. Service Agreement

5472 N. BROADWAY
CHICAGO, ILLINOIS 60640-1799
PHONE (773) 561-1000 - FAX (773) 561-2542

Installation Date 7-30-02

1. A. W. Zengeler Inc. [Supplier], agrees to furnish to AZTEC TRUCKING [Customer]. Customer agrees to receive for its employees exclusively from the Supplier, garments and other items at the prices and upon the conditions as outlined below and on the reverse side, garment order form, including any continuation sheets.

| | | | | | | |
|-----------|---------------------------|-------------|--------------------|-------------|------------------------------|---------------------------|
| <u>1</u> | employees to be furnished | <u>13/6</u> | changes per week @ | <u>8.40</u> | <u>100%</u> | <u>COTTON</u> |
| <u>2</u> | employees to be furnished | <u>11/5</u> | changes per week @ | <u>7.00</u> | <u>per employee per week</u> | <u>SHIRTS & PANTS</u> |
| <u> </u> | employees to be furnished | <u> </u> | changes per week @ | <u> </u> | <u>per employee per week</u> | <u> </u> |
2. Customer weekly billing is \$ 33.51 for garments and other items.
3. The Customer acknowledges that the Supplier will be obligated to make a substantial investment in merchandise and equipment to fulfill this Agreement. The terms of this Agreement shall be for a period of sixty months from the installation date hereof and will automatically renew for a like term unless notified, by either party, in writing sixty days prior to expiration. Merchandise not listed as part of this Agreement may be added by mutual consent at prices that are agreed upon. Service hereunder is subject to strikes, lockouts, government acts, acts of God, and conditions beyond the control of A. W. Zengeler Inc.
- ✓ 4. Supplier shall maintain a regular schedule to pick up and deliver the garments and other items to Customer. Supplier shall mend, alter or replace said garments to the extent necessitated by normal wear and tear, based upon normal industry standards.
5. Customer shall pay Supplier for such service at prices and terms set forth in the garment order form. Supplier agrees prices will remain firm for the first year from date of installation. If an increase is necessary, it will not exceed five percent annually. Prices may be adjusted after one year without formal notice other than invoice or statement.
- ✓ 6. Garments shall be deemed unrepresentable if the employees refuse the garments when delivered by the Supplier. Rental charges for any employee will stop when their employment is terminated and garments are turned in and/or paid for at the current replacement rate. It is the responsibility of customer to notify supplier of employee terminations.
7. Supplier is responsible for proper size fitting at the original installation. Customer will be liable for any color, style or size changes that Supplier must furnish prior to expiration date of Agreement. All garments remain the property of the Supplier. Customer will pay for any lost or damaged garments as determined by Supplier and set forth in this Agreement, at a rate of: Shirts \$ 20.00, Pants \$ 22.00, Coveralls \$, Jackets \$, Garment damage insurance @ .05 per industrial garment weekly and @ .05 cotton, executive wear or cover garment weekly.
8. Payment terms: 10th day E.O.M. or C.O.D. If Customer has not paid within 25 days after receipt of statement, Customer may be charged 1 1/2 % service charge on the unpaid balance. Environmental charge is \$6.00 or 6% whichever is greater.
9. If Customer breaches this Agreement, Customer shall pay the Supplier, the average of the previous 180 days weekly invoice, at time of termination for remainder of unused portion of Agreement. All reasonable attorney's fees and court costs incurred by Supplier for said breach of Agreement will be paid for by Customer.
- ✓ 10. Company agrees that the quality of processing provided by it hereunder should be comparable to generally accepted standards for mass produced laundry. If Company's processing does not meet said standards, or if company is deficient in fulfilling any of it's other obligations hereunder, Customer shall give written notice by Certified Mail to company describing all deficiencies therein. Should such deficiencies not be corrected by Company within (30) days following receipt of said notice, Customer may terminate this Agreement, subject to the provisions of Paragraph 9 above upon (30) days written notice by Certified Mail thereafter.
11. This Agreement shall be binding upon Customer, his heirs, successors and assigns and shall not be valid until signed and executed by the General Manager of the Supplier.
12. The Customer acknowledges that the products rented under this Agreement are for general purposes and are not designed or recommended for use in areas of flammability risk or where contact with hazardous materials of ignition sources is possible.

A. W. Zengeler Inc.

By: [Signature] Title: sales & service

By: [Signature] General Manager

Date:

Customer AZTEC TRUCKING

Authorized By: [Signature]

Title: Supervisor

Date: 7/30/02

EXHIBIT A

