



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 404

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FEDERAL ELECTION COMMISSION

MUR 4041. FBI Report2. FEC letter to FBI requesting Report

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

- | | |
|--|---|
| <input type="checkbox"/> (1) Classified Information | <input type="checkbox"/> (6) Personal privacy |
| <input type="checkbox"/> (2) Internal rules and practices | <input checked="" type="checkbox"/> (7) Investigatory files |
| <input type="checkbox"/> (3) Exempted by other statute | <input type="checkbox"/> (8) Banking Information |
| <input type="checkbox"/> (4) Trade secrets and commercial or financial information | <input type="checkbox"/> (9) Well Information (geographic or geophysical) |
| <input type="checkbox"/> (5) Internal Documents | |

Signed Rejdate 1/11/78

FEC 9-21-77

78040042400



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

December 22, 1977

Sheldon Davidson, Esq.
Pederson and Houpt, P.C.
180 North LaSalle Street
Chicago, IL 60601

Re: MUR 404(77)

Dear Mr. Davidson:

Enclosed please find a copy of our letter to
your client with reference to the Commission's de-
termination in the above numbered matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker".

William C. Oldaker
General Counsel

Enclosure



78040042411
Sheldon Davidson, Esq.
Pederson and Houpt, P.C.
180 North LaSalle Street
Chicago, IL 60601

Re: MUR 404(77)

Dear Mr. Davidson:

Enclosed please find a copy of our letter to
your client with reference to the Commission's de-
termination in the above numbered matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

PS
12/2



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

December 22, 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. John M. Joyce
Chairman of the Board
Illinois Seven-Up Bottling
Company
4544 West Carroll Street
Chicago, IL 60624

Re: MUR 404(77)

Dear Mr. Joyce:

Please be advised that based on information available to it, the Federal Election Commission had determined that there is no reasonable cause to believe that a violation of 2 U.S.C. 441(b) or 441(f) was committed by the Illinois Seven-Up Bottling Company, relative to the allegations contained in the above numbered matter under review. A copy of the certification of the Commission's action in this matter is enclosed.

Please be further advised that the Commission, in accordance with 2 U.S.C. §437g(a)(6)(C), will make available to the public the determination it has reached in this matter.

Sincerely,

A handwritten signature in cursive script, likely of William C. Oldaker, is written over the word "Sincerely,".

William C. Oldaker
General Counsel

Enclosure

cc: Sheldon Davidson, Esq.



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

7 8 0 4 0 0 4 2 4 1 3

Mr. John M. Joyce
Chairman of the Board
Illinois Seven-Up Bottling
Company
4544 West Carroll Street
Chicago, IL 60624

Re: BUR 404(77)

Dear Mr. Joyce:

Please be advised that based on information available to it, the Federal Election Commission had determined that there is no reasonable cause to believe that a violation of 2 U.S.C. 441(b) or 441(c) was committed by the Illinois Seven-Up Bottling Company, relative to the allegations contained in the above numbered matter under review. A copy of the certification of the Commission's action in this matter is enclosed.

Please be further advised that the Commission, in accordance with 2 U.S.C. 5437g(a)(5)(C), will make available to the public the determination it has reached in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Sheldon Davidson, Esq.

D5 12/22

78040042414

MUR 404 **STEIN**

PS Form 3811, Apr. 1977

● **SENDER:** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☒ Show to whom and date delivered.
☐ Show to whom, date, and address of delivery.
☐ **RESTRICTED DELIVERY**
 Show to whom and date delivered.
☐ **RESTRICTED DELIVERY.**
 Show to whom, date, and address of delivery. \$.....
 (CONSULT POSTMASTER FOR FEES)

2. **ARTICLE ADDRESSED TO:**
Mr John Joyce
4544 West Carroll St.
Chicago, IL 60634

3. **ARTICLE DESCRIPTION:**
 REGISTERED NO. | CERTIFIED NO. | INSURED NO.
 | *943887* | |

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent
J E Miller

4. **DATE OF DELIVERY** | **POSTMARK**

5. **ADDRESS** (Complete only if requested)

6. **UNABLE TO DELIVER BECAUSE:** | **CLERK'S INITIALS**

★ GPO : 1977-O-234-537



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

December 22, 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William Joyce, Jr.
314 Rollingwood
Joliet, IL 60435

Re: MUR 404(77)

Dear Mr. Joyce:

Please be advised that based on information available to it, the Federal Election Commission has determined that there is no reasonable cause to believe that a violation of 2 U.S.C. 441(b) or 441(f) was committed by either the Illinois Seven-Up Company or its president, Phillip Schaack..

Please be further advised that the Commission, in accordance with 2 U.S.C. §437g(a)(6)(C), will make available to the public the determination it has reached in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Donald Egan, Esq.



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William Joyce, Jr.
114 Rollingwood
Joliet, IL 60435

Re: MUR 404(77)

Dear Mr. Joyce:

Please be advised that based on information available to it, the Federal Election Commission has determined that there is no reasonable cause to believe that a violation of 2 U.S.C. 441(b) or 441(2) was committed by either the Illinois Seven-Up Company or its president, Phillip Schnack.

Please be further advised that the Commission, in accordance with 2 U.S.C. §437g(e)(6)(C), will make available to the public the determination it has reached in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Donald Egan, Esq.

P-5
12/22

78040012417

MUR 404 **STEIN**

PS Form 3811, Apr. 1977

● **SENDER:** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☒ Show to whom and date delivered.
☐ Show to whom, date, and address of delivery.
☐ RESTRICTED DELIVERY
 Show to whom and date delivered.
☐ RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery.
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
 William Joyce, Jr.
 314 Rollingwood
 Joliet, IL 60435

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 943886

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY
 DEC 28 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

★ GPO : 1977 O-234-287

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

December 22, 1977

Donald Egan, Esq.
Katten, Muchin, Gittles, Zavis,
Pearl and Galler
4100 Mid-Continental Plaza
55 East Monroe Street
Chicago, IL 60603

Re: MUR 404(77)

Dear Mr. Egan:

Enclosed please find a copy of our letter to
your client with reference to the Commission's
determination in the above numbered matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over a horizontal line.

William C. Oldaker
General Counsel

Enclosure



78040042410
Donald Egan, Esq.
Katten, Muchin, Gittles, Davis,
Pearl and Miller
4100 Mid-Continental Plaza
85 East Monroe Street
Chicago, IL 60603

Re: MUR 434(77)

Dear Mr. Egan:

Enclosed please find a copy of our letter to
your client with reference to the Commission's
determination in the above numbered matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

PS
1-12-77



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

December 22, 1977

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Phillip Schaack
President
Illinois Seven-Up Bottling
Company
777 Joyce Road
Joliet, IL 60434

Re: MUR 404(77)

Dear Mr. Schaack:

Please be advised that based on information available to it, the Federal Election Commission has determined that there is no reasonable cause to believe that a violation of 2 U.S.C. 441(b) or 441(f) was committed by you relative to the allegations contained in the above numbered matter under review. A copy of the certification of the Commission's action in this matter is enclosed.

Please be further advised that the Commission in accordance with 2 U.S.C. §437g(a)(6)(C), will make available to the public the determination it has reached in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: David Schippers, Esq.



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

40042421
Mr. Phillip Schaack
President
Illinois Seven-Up Bottling
Company
777 Joyce Road
Joliet, IL 60434

Re: MUR 404(77)

Dear Mr. Schaack:

Please be advised that based on information available to it, the Federal Election Commission has determined that there is no reasonable cause to believe that a violation of 2 U.S.C. 441(b) or 441(f) was committed by you relative to the allegations contained in the above numbered matters under review. A copy of the certification of the Commission's action in this matter is enclosed.

Please be further advised that the Commission in accordance with 2 U.S.C. §437g(a)(6)(C), will make available to the public the determination it has reached in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: David Schippers, Reg.

12/22
D.S.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Phillip Schack
President
Illinois Seven-Up Bottling
Company
777 Joyce Road
Joliet, IL 60434

Re: MUR 404(77)

Dear Mr. Schack:

Please be advised that based on information available to it, the Federal Election Commission has determined that there is no reasonable cause to believe that a violation of U.S.C. 441(b) or 441(2) was committed by you relative to the allegations contained in the above numbered matters under review. A copy of the certification of the Commission's action in this matter is enclosed.

Please be further advised that the Commission in accordance with 2 U.S.C. 5437g(5)(C), will make available to the public the determination it has reached in this matter.

Sincerely,

William
General

address press

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MUR 404 STEIN

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☒ Show to whom and date delivered. _____
☐ Show to whom, date, and address of delivery. _____
☐ RESTRICTED DELIVERY
Show to whom and date delivered. _____
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery. \$ _____
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Philip Schoack
777 Joyce Road
Joliet, IL 60434

3. ARTICLE DESCRIPTION:
REGISTERED NO. CERTIFIED NO. INSURED NO.
943815

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
10. A. B. [Signature]

4. DATE OF DELIVERY
DEC 28 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK
DEC 28 1977

FLIGHT INITIALS
[Signature]



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

December 22, 1977

David Schippers, Esq.
Schippers, Betar, Lamendella
and O'Brien
79 West Monroe Street
Suite 801
Chicago, IL 60603

Re: MUR 404(77)

Dear Mr. Schippers:

Enclosed please find a copy of our letter to
your client with reference to the Commission's de-
termination in the above numbered matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "William C. Oldaker", is written over a horizontal line.

William C. Oldaker
General Counsel



78040042425
David Schippers, Esq.
Schippers, Betar, Lamandalla
and O'Brien
79 West Monroe Street
Suite 801
Chicago, IL 60603

Re: MUR 404(77)

Dear Mr. Schippers:

Enclosed please find a copy of our letter to
your client with reference to the Commission's de-
termination in the above numbered matter.

Sincerely,

William G. Oldaker
General Counsel

12/22
PS

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Illinois Seven-Up Bottling)
Company)
Phillip Schaack)

MUR 404 (77)

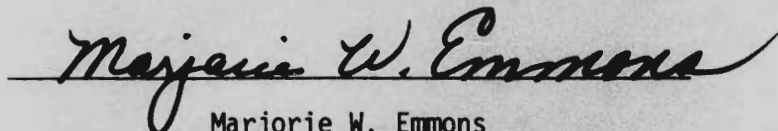
CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on December 21, 1977, the Commission determined by a vote of 4-0 to take the following actions in the above-captioned matter:

1. Find no reasonable cause to believe that Illinois Seven-Up Bottling Company violated 2 U.S.C. Sections 441b or 441f and so notify that respondent.
2. Find no reasonable cause to believe that Phillip Schaack violated 2 U.S.C. Sections 441b or 441f and to so notify that respondent.

Voting for this determination were Commissioners Aikens, Harris, Thomson, and Tiernan. Commissioners Springer and Staebler were not present at the time of the vote.

Accordingly, the file in this matter has been closed.



Marjorie W. Emmons
Secretary to the Commission

78040042426

December 16, 1977

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 404 Team 43 Stein

Please have the attached General Counsel's Report on
MUR 404 distributed to the Commission and placed on the
Compliance Agenda for the Commission meeting of
December 21, 1977.

Thank you.

78040042427

BEFORE THE FEDERAL ELECTION COMMISSION

December 9, 1977

In the Matter of)
)
Illinois Seven-Up Bottling) MUR 404(77)
Company)
)
Phillip Schaack)

GENERAL COUNSEL'S REPORT

I. Allegations

This matter arose with the filing of a sworn complaint (Attachment A) by William Joyce, Jr., ("complainant") against the Illinois Seven-Up Bottling Company ("Illinois Seven-Up") on May 17, 1977. The complainant is a former director and executive vice president and is presently a shareholder of Illinois Seven-Up. He alleges that Illinois Seven-Up, through its president, Phillip Schaack, illegally contributed to the 1972, 1974 and 1976 campaigns of Illinois Congressman George O'Brien.

Specifically, the complainant alleges that Schaack worked full time as O'Brien's campaign manager for two months prior to each of the three elections while continuing to receive his full salary from Illinois Seven-

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Up; that Schaack made trips to Washington, D.C., in connection with O'Brien's candidacy and was reimbursed for his expenses by Illinois Seven-Up; that Schaack directed Illinois Seven-Up secretaries to work exclusively on O'Brien's campaign mailings during the normal workday; that Illinois Seven-Up assumed the cost of parties celebrating O'Brien's 1974 and 1976 election victories by reimbursing Schaack through his expense account; and that Schaack directed a scheme in which officers of Illinois Seven-Up made \$20 monthly cash contributions to O'Brien's candidacy and were subsequently reimbursed by Illinois Seven-Up by "padding" their corporate expense accounts during the 1972 and 1976 elections. These allegations state violations of 2 U.S.C. §441b and §441f by both Illinois Seven-Up and its president, Phillip Schaack.

II. Previous Commission Action

On June 9, 1977, the Commission adopted the General Counsel's recommendation and found reason to believe that Illinois Seven-Up and its president, Phillip Schaack, may have violated 2 U.S.C. §441b and §441f. By letters dated June 16, 1977, both respondents were notified of the Commission's determination. Also, by correspondence

dated June 16, 1977, the complainant was sent an acknowledgement of receipt of his complaint and a request for further information in support of his allegations.

On July 12, 1977, in response to questions, the General Counsel's Office received from the complainant a statement (Attachment B) and supporting documentation consisting of photocopies of Schaack's corporate expense account records and related vouchers, bills, and receipts. These documents and O'Brien's committee disclosure reports were reviewed by this office.

In mid-July, attorneys for both respondents said that still more time was needed to respond to the complaint because of the very large number of corporate documents that had to be reviewed. At that time respondents' attorneys indicated that the complainant was forced to resign his position on August 5, 1976, when confronted with allegations that he had misused corporate funds. The complainant's disassociation from Illinois Seven-Up apparently triggered a number of lawsuits between the parties, including a stockholder's derivative

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suit against Joyce Beverages, Inc., ("JBI")¹ filed in the United States District Court for the Northern District of Illinois by the complainant's sister and alleging, inter alia, the illegal corporate contributions on which MUR 404 is based; a defamation of character suit filed by the complainant in an Illinois Circuit Court against two officers of JBI/Illinois Seven-Up involving statements that the complainant had misused corporate funds; a breach of contract action filed in the United States District Court for the Northern District of Illinois by the complainant against JBI/Seven-Up; and an action filed in an Illinois Circuit Court by JBI/Illinois Seven-Up alleging that complainant had breached his fiduciary duty during his tenure as a corporate officer and director.

On August 24, 1977, the General Counsel's Office was told by the general counsel of JBI that the complainant had been severely injured in a suspicious bomb blast, and that the complainant was under Federal and State investigations for possible criminal charges in connection with the incident. Newspaper accounts of the incident and a

¹ Illinois Seven-Up is a wholly-owned subsidiary of Joyce Beverages, Inc.

lengthy report we requested from the Federal Bureau of Investigation on December 1, 1977, indicate complainant and a companion had entered the grounds of an estate owned by JBI carrying an incendiary device which exploded prematurely, killing the companion and severely injuring the complainant.²

On August 30, 1977, two staff members met with attorneys for respondents at the latter's request. Respondents' attorneys orally characterized complainant's allegations as "pure fabrications" and stated that for that reason they were having trouble putting together documentation to support the affidavits they intended to submit.

Sworn statements in response to the complaint (Attachments C and D) and documents explaining the other lawsuits between the parties were submitted by both respondents and received by this office on October 3, 1977.

III. Evidence and Analysis

A. Sources of Information

²
On November 11, 1977, we were told by an attorney for the law firm representing complainant that complainant was about to undergo serious eye and ear surgery.

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The sources of information upon which this analysis is based are the following: The complaint (Attachment A); O'Brien Committee records filed with the Commission; the complainant's response dated July 5, 1977, to our request for further information (Attachment B) and the documents submitted by complainant at that time; the answer to the complaint, submitted and sworn to by Phillip Schaack, dated September 2, 1977 (Attachment C); the answer to the complaint, submitted and sworn to by William Collier, Secretary of the Illinois Seven-Up Company, on behalf of Illinois Seven-Up, dated September 28, 1977 (Attachment D).

B. Analysis

The complaint sets forth five separate areas of activity in which Illinois Seven-Up, through its president Phillip Schaack, allegedly made illegal contributions to O'Brien's campaign committee.

1. Schaack's Work for O'Brien While Being Paid by Illinois Seven-Up

Initially, Schaack is named in the complaint as O'Brien's "campaign manager," (Attachment A, Page 4, Paragraph 3). Schaack's response (Attachment C, Page 2, Paragraph 3) describes his role as "campaign chairman." Schaack is alleged to have served as full time campaign

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chairman for two months prior to each election (1972, 1974, 1976) while he ignored his duties with the corporation and continued to receive his full salary (Attachment A, Pages 4-5). This allegation is denied by both Schaack (Attachment C, Page 3) and Illinois Seven-Up (Attachment D, Page 9). Both respondents contend that Schaack's activities on behalf of O'Brien

"...were performed prior or subsequent to what is usually considered normal business hours, or weekends, or on other non-business days. If any work was done during usual normal business hours by [Mr. Schaack], it was occasional and isolated, such as a telephone call or momentary notation. At no time were any of his duties and responsibilities as President of Illinois Seven-Up delayed or frustrated by virtue of Schaack's position as Congressman O'Brien's Campaign Chairman." (Attachment C, Page 3; see Attachment D, page 9).

The documents submitted by the complainant do not relate to or substantiate his allegation that Schaack ignored his duties as president of Illinois Seven-Up.

2. Schaack's Trips to Washington, D.C.

The complainant alleges that Schaack "made numerous trips to Washington, D.C." in connection with his campaign work for O'Brien and that Illinois Seven-Up reimbursed Schaack through his corporate expense

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account (Attachment A, page 5). Both respondents admit that Schaack has made four trips to Washington, D.C., since 1974, but they state that these trips were made on behalf of JBI/Illinois Seven-Up for matters directly related to the soft drink industry. Both respondents state that Schaack at no time traveled to Washington, D.C., in connection with O'Brien's candidacy (Attachment C, pages 3-4, Attachment D, pages 9-10). Despite the complainant's assertions to the contrary, the copies of Schaack's expense account records and other documents submitted by complainant do not reveal anything to support his allegation.

3. Victory Parties

Complainant alleges that Illinois Seven-Up paid the cost of parties celebrating O'Brien's election victories in 1972, 1974 and 1976. This was allegedly accomplished by reimbursing Schaack through his expense account (Attachment A, Page 6, Paragraph 6). The respondents have denied this charge (Attachment D, Page 11, Paragraph 6; Attachment C, Page 5, Paragraph 6). Nothing in Schaack's expense account records submitted by complainant appear to substantiate complainant's allegation. In addition, the O'Brien committee records reflect expenditures of \$292 in 1974 and \$313 in 1976 for these celebration parties.

4. Campaign Work by Illinois Seven-Up Secretaries

The complainant alleges that Mr. Schaack directed several Illinois Seven-Up secretaries to work exclusively on O'Brien's campaign mailings for a number of weeks prior to the 1972, 1974, 1976 elections. The secretaries allegedly received their full salaries from Illinois Seven-Up and the company was not reimbursed by the O'Brien committee (Attachment A, Page 5, Paragraph 5).

In his letter of July 5, 1977, the complainant names three secretaries presently employed at JBI/Illinois Seven-Up who were allegedly involved in the mailings for O'Brien. However, neither the extent of these mailings nor the precise roles played by those named are indicated in either the complaint or the complainant's July 5, 1977, submission.

Complainant's allegations are substantially denied by the respondents (Attachment C, pages 4-5; Attachment D, pages 10-11). However, both respondents admit that Schaack's secretary did perform a total of six to eight hours of voluntary services on behalf of the O'Brien campaign during 1974 and 1976. Respondents claim that these services did not interfere with her normal duties; that no pressure was placed upon her by anyone; and that

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this volunteer work was neither known nor approved by the JBI/Illinois Seven-Up Board of Directors (Attachment C, pages 4-5; Attachment D, pages 10-11).

The information we have obtained relating to this allegation is inconclusive. Although this allegation possibly could be substantiated by deposing or sending interrogatories to the three secretaries named by complainant, we believe that in view of complainant's inability to substantiate any of his allegations in this matter, further investigation is not warranted.

5. Contributions Through Padded
Expense Accounts

The complainant alleges that beginning in 1972 Schaack directed certain employees of Illinois Seven-Up contribute cash to O'Brien's candidacy and to list the equivalent cash amount in the employee's expense account for reimbursement. It is further alleged that beginning in 1976 Schaack directed officers of Illinois Seven-Up to make a routine monthly contribution of \$20 in cash to O'Brien's campaign. Reimbursement was supposedly made through "padding" the officer's expense

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account (Attachment A, page 6, paragraph 7). The complainant implicates himself in these allegations, stating that during 1974 he contributed \$200 and in 1976 he contributed \$140 to the O'Brien campaign, and that he was reimbursed through his expense account for such contributions (Attachment B, third paragraph). The respondents deny these allegations (Attachment D, page 11, paragraph 7; Attachment C, page 5, paragraph 7).

The complainant was unable to provide any further details or the names of any other Illinois Seven-Up officers or employees who might have participated in the reimbursement scheme, stating that "...on the occasions that Phillip Schaack directed me to make contributions to O'Brien, he did not reveal which other officers and employees were contributing and being reimbursed. Schaack merely stated that certain other officers and employees were also being directed to make cash contributions for O'Brien and being instructed to pad their expense accounts accordingly." (Attachment B, second paragraph).

The O'Brien Committee's disclosure reports do not reflect any contributions on the part of the complainant. Further, these reports do not list contributions by any Illinois Seven-Up officer or employee, with the exception of Schaack who gave \$150 on May 21, 1974, and \$250 on

on May 28, 1976; and William Joyce, Sr. (the complainant's father and former Chairman of the Board of JBI/Illinois Seven-Up), who contributed \$250 on June 18, 1974 and \$350 on July 22, 1976.

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The contributions alleged by complainant could have been made covertly and thus would not appear in any of the documents or records we have seen. Also, contributions totaling \$100 or less need not be disclosed in the reports. These matters could be further investigated in an audit of the O'Brien Committee's records and Illinois Seven-Up's books. However, in view of complainant's failure to provide any documentation even as to his own supposed involvement in this alleged reimbursement scheme, we recommend that the Commission find no reasonable cause to believe that Illinois Seven-Up or Schaack violated the Act with respect to this allegation.

C. Conclusion

The documentation submitted by the complainant to substantiate his allegations in the complaint generally fails to do so. Respondents have expressly denied the allegations (with the exception of the limited services of one secretary) under oath. Nothing in the records filed by O'Brien's campaign committee tends to substantiate the allegations.

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In view of complainant's present debilitated physical condition, it is unlikely we can depose him or obtain a significant amount of additional information from him in the near future. To find evidence which might relate to the allegations in this matter, it would appear necessary to conduct an extensive field investigation which would include reviewing voluminous corporate records and taking the depositions of approximately ten corporate employees.

IV. Recommendations

1. Find no reasonable cause to believe that Illinois Seven-Up violated 2 U.S.C. §441b or §441f.
2. Find no reasonable cause to believe that Phillip Schaack violated 2 U.S.C. §441b or §441f.
3. Send attached letters to Phillip Schaack and Illinois Seven-Up and their attorneys.
4. Close the file.

12/15/77
Date

William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William Joyce, Jr.
314 Rollingwood
Joliet, IL 60435

Re: MUR 404(77)

Dear Mr. Joyce:

Please be advised that based on information available to it, the Federal Election Commission has determined that there is no reasonable cause to believe that a violation of 2 U.S.C. 441(b) or 441(f) was committed by either the Illinois Seven-Up Company or its president, Phillip Schaack.

Please be further advised that the Commission, in accordance with 2 U.S.C. §437g(a)(6)(C), will make available to the public the determination it has reached in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Donald Egan, Esq.





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Sheldon Davidson, Esq.
Pederson and Houpt, P.C.
180 North LaSalle Street
Chicago, IL 60601

Re: MUR 404(77)

Dear Mr. Davidson:

Enclosed please find a copy of our letter to
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termination in the above numbered matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

David Schippers, Esq.
Schippers, Betar, Lamendalla
and O'Brien
79 West Monroe Street
Suite 801
Chicago, IL 60603

Re: MUR 404(77)

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your client with reference to the Commission's de-
termination in the above numbered matter.

Sincerely,

William C. Oldaker
General Counsel





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Donald Egan, Esq.
Katten, Muchin, Gittles, Zavis,
Pearl and Galler
4100 Mid-Continental Plaza
55 East Monroe Street
Chicago, IL 60603

Re: MUR 404(77)

Dear Mr. Egan:

Enclosed please find a copy of our letter to
your client with reference to the Commission's
determination in the above numbered matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Phillip Schaack
President
Illinois Seven-Up Bottling
Company
777 Joyce Road
Joliet, IL 60434

Re: MUR 404(77)

Dear Mr. Schaack:

Please be advised that based on information available to it, the Federal Election Commission has determined that there is no reasonable cause to believe that a violation of 2 U.S.C. 441(b) or 441(f) was committed by you relative to the allegations contained in the above numbered matter under review. A copy of the certification of the Commission's action in this matter is enclosed.

Please be further advised that the Commission in accordance with 2 U.S.C. §437g(a)(6)(C), will make available to the public the determination it has reached in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: David Schippers, Esq.





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. John M. Joyce
Chairman of the Board
Illinois Seven-Up Bottling
Company
4544 West Carroll Street
Chicago, IL 60624

Re: MUR 404(77)

Dear Mr. Joyce:

Please be advised that based on information available to it, the Federal Election Commission had determined that there is no reasonable cause to believe that a violation of 2 U.S.C. 441(b) or 441(f) was committed by the Illinois Seven-Up Bottling Company, relative to the allegations contained in the above numbered matter under review. A copy of the certification of the Commission's action in this matter is enclosed.

Please be further advised that the Commission, in accordance with 2 U.S.C. §437g(a)(6)(C), will make available to the public the determination it has reached in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

cc: Sheldon Davidson, Esq.



77 MAY 17 10:52
BEFORE THE FEDERAL ELECTION COMMISSION

In The Matter Of :)
)
Joyce Beverages, Inc., a)
corporation; Chicago Seven-Up)
Bottling Co., a corporation;)
Illinois Seven-Up Bottling Co.,)
a corporation; Madison Seven-Up)
Bottling Co., a corporation;)
and New York Seven-Up Bottling)
Co., a corporation.)

COMPLAINT

78040012447
This Complaint is being filed with the Federal Election Commission, pursuant to the Federal Election Campaign Act, Pub. L. 92-225, 86 Stat. 11, as amended, (codified at 2 U.S.C.A. §431 et. seq.) and by the Federal Election Campaign Act Amendments of 1976, Pub. L. 94-283, 90 Stat. 475 (May 11, 1976) and the Rules promulgated thereunder, as published in 41 Fed. Reg. No. 166, August 25, 1976, §11.2, Part III.

COMPLAINANT

William J. Joyce, Jr.
314 Rollingwood
Joliet, Illinois 60435
Telephone: (815)729-9777 (home)
(312)959-4600 (office)

INVOLVED PARTIES

1. Joyce Beverages, Inc. ("JBI") is a Delaware corporation with its executive offices located at Joyce Road, New Rochelle,

New York 10080. JBI is engaged, through wholly-owned operating subsidiaries, in the bottling and distribution of the following branded soft drinks: Seven-Up, Diet Seven-Up, Dr. Pepper, Sugar Free Dr. Pepper, Royal Crown Cola, Diet-Rite Cola, Nehi, Orange Crush, Hires, Squirt, Dad's Tru-Ade, Frostie, Brownie, Howdy, and Nestea. These subsidiaries are as follows:

- (a) Chicago Seven-Up Bottling Co., ("Chicago"), an Illinois corporation with its principal executive offices located at 777 Joyce Road, Joliet, Illinois 60434;
- (b) Illinois Seven-Up Bottling Co. ("Illinois"), an Illinois corporation with its principal executive offices located at 4544 West Carroll Street, Chicago, Illinois 60624;
- (c) Madison Seven-Up Bottling Co. ("Madison"), an Illinois corporation with its principal executive offices located at 5105 University Avenue, Madison, Wisconsin 53705; and
- (d) New York Seven-Up Bottling Co. ("New York"), an Illinois corporation, with its principal executive offices located at Joyce Road, New Rochelle, New York 10802.

2. Complainant is a present shareholder of JBI. Complainant was the Executive Vice President of Illinois and a Director of JBI until August 5, 1976, when he resigned in the face of accu-

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sations of improper conduct which is presently the subject of civil litigation between Complainant, JBI, and other individual parties.

3. John M. Joyce is Chairman of the Board of Directors of JBI.

4. Philip A. Schaack is President of Illinois and has been since at least 1972.

5. Joyn M. Joyce, John M. Joyce III, William J. Collier, Jr., R.J. Pritchard, Sidney P. Mudd, Philip A. Schaack, James T. Norris, and Thomas P. Joyce are directors of JBI and of each operating company.

6. George M. O'Brien is a member of the United States House of Representatives, representing the Seventeenth District of Illinois. O'Brien was first elected in 1972, and was reelected in 1974 and 1976.

ACTS CONSTITUTING VIOLATIONS OF
THE FEDERAL ELECTION CAMPAIGN ACT

Complainant believes that Section 441(b) of the Federal Election Campaign Act, which prohibits corporate contributions or expenditures in connection with any federal election, has been violated as a result of the following acts:

1. Sidney P. Mudd has been actively involved in the National Softdrink Association ("Association"), the nation's largest association of softdrink manufacturers, since at least 1972, when he served as First Vice President. He was elected as the Association's President in 1974 and served in that capacity until 1976.

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On information and belief, beginning in 1972, the Association undertook as one of its major goals, a drive to combat certain legislation and agency activities that were unfavorable to the softdrink industry; including state legislation and proposed federal legislation to tax or generally outlaw nonreturnable bottles, and attempts by the Federal Trade Commission to abolish franchising in the softdrink industry. On information and belief, beginning in 1972, one of Mudd's duties was to direct the Association's attempt to establish "friends" in the United States Congress and to convince and persuade members of Congress to adopt the Association's position on certain legislative proposals. On information and belief, Mudd encouraged individuals throughout the country, including particularly responsible executives of Chicago, Illinois, Madison and New York to establish such contacts with elected federal officials.

2. On information and belief, Mudd urged Philip Schaack, as President of Illinois, to establish such contacts with George M. O'Brien, a personal friend of Schaack's, who was a candidate for a position in the United States House of Representatives from the Seventeenth District of Illinois.

3. Philip Schaack, while maintaining his job as President of Illinois, became O'Brien's election campaign manager in 1972, and reassumed that role during O'Brien's subsequent re-election campaigns in 1974 and 1976. During each election year, Schaack spent approximately two months devoted solely to his duties as

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O'Brien's campaign manager. Schaack continued to receive his full salary from Illinois during the periods in which he was working on O'Brien's campaigns. Schaack also made numerous trips to Washington, D.C. each year and on information and belief continues to do so. On information and belief, Illinois reimbursed and still does reimburse Schaack for the expenses of the Washington, D.C. trips, which Schaack lists on his monthly expense accounts as relating to JBI's Washington, D.C.'s bottling plant. On information and belief, Schaack's duties as Illinois' president are not related to the Washington, D.C. bottling plant and his trips are not connected with Illinois, but rather with his role as O'Brien's campaign manager and his role in the Association's drive to combat legislation unfavorable to the soft drink industry.

4. During the 1972 campaign, O'Brien's postal expenses for his campaign mailings were paid by Illinois.

5. For several weeks during the fall of 1972, 1974, and 1976, secretaries employed by Illinois worked exclusively on O'Brien's campaign mailings. The secretaries were instructed to work on O'Brien's mailings at Philip Schaack's directions. Illinois continued to pay these secretaries their full salary even though they were not performing their normal duties for Illinois. Illinois was not reimbursed by O'Brien for this secretarial service that it provided O'Brien.

6. In 1972, 1974, and 1976, victory celebration parties were given in honor of O'Brien. Illinois paid the bills for the 1972 celebration, amounting to approximately \$1,500.00. On information and belief, Illinois also paid the expenses of the 1974 and 1976 celebration parties by reimbursing Schaack through his Illinois expense account although Schaack initially paid the bills himself.

7. From time to time, since 1972, Philip Schaack directed certain employees of Illinois, including the Complainant, to contribute cash to O'Brien's campaign in varying amounts, from fifty to one hundred dollars. Schaack collected the money personally and instructed the employees to list an amount equivalent to the cash contribution on their monthly expense account in order to be fully reimbursed by Illinois. Beginning in 1976, Schaack directed the officers of Illinois, including the Complainant, to make a routine monthly contribution of twenty dollars in cash to aid O'Brien. Schaack also instructed the employees to simultaneously add twenty dollars to their monthly expense accounts so that they would be fully reimbursed by Illinois. None of the aforementioned reimbursements by Illinois, which were accounted for as legitimate corporate expenses, were ever reported or disclosed as being political contributions for O'Brien at any stockholders' or directors' meetings of either Illinois or JBI. William J. Joyce, Sr., although a member of the Board of Directors of both JBI and Illinois,

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was unaware that services and reimbursements by Illinois were helping to fund O'Brien's campaigns until the summer of 1976.

8. On information and belief, the amounts referred to in Paragraphs 7 and 8 were deducted each year by JBI as business expenses on its Federal Income Tax Return.

9. On information and belief, acts and events similar to those listed above may have taken place in the other JBI wholly-owned subsidiaries. All of the subsidiaries operate under Seven-Up franchises and manufacture nonreturnable bottles; thus the Association's objectives in the drive that Sidney Mudd was spearheading were common to all of the subsidiaries. Moreover, Mudd was a director of each operating subsidiary as well as JBI. Complainant, however, has personal knowledge only with respect to the acts that took place at Illinois.

10. On information and belief, the Illinois payroll records, corporate officer expense accounts, advertising documents and other records will reveal that:

- (a) Philip Schaack's expense account is the highest of any JBI or Illinois officer or director, despite the fact that his function does not include customer entertainment;
- (b) The bills for the 1972 victory celebration honoring O'Brien's election were paid by Illinois;
- (c) Philip Schaack's monthly reimbursement was exceptionally high in the few months following the

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1974 and 1976 election in order to pay the bills of the victory parties for O'Brien;

- (d) Philip Schaack's frequent trips to Washington, D.C. are reimbursed by Illinois;
- (e) Philip Schaack received his full salary from Illinois in 1972, 1974, and 1976; and
- (f) Illinois' postage expenses were extremely high in the fall of 1972 due to the cost of O'Brien's campaign mailing.

11. On information and belief, the records of the other JBI subsidiaries may reveal that victory celebrations for other political candidates were paid for by the subsidiaries, that similar methods of padding monthly expense accounts were used to help support political candidates, or that other methods were utilized to permit illegal corporate contributions to political candidates.

12. The foregoing Complaint is not being filed on behalf of, or at the request or suggestion of a candidate, or on behalf of or at the request or suggestion of any other person.

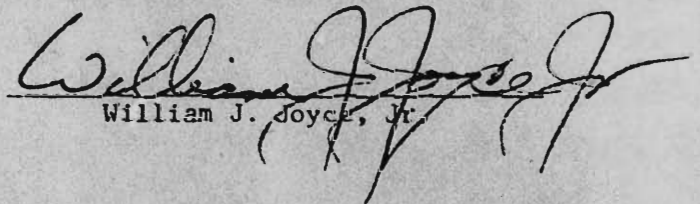
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STATE OF ILLINOIS)
COUNTY OF WILL)


VERIFICATION

William J. Joyce, Jr., being duly sworn, states as follows:

The statements made in the foregoing Complaint are to the best of my knowledge and belief, true, and, unless stated to be upon information and belief, are within my personal knowledge.


William J. Joyce, Jr.

Subscribed and sworn to before
me this 9th day of May, 1977.


Notary Public

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RECEIVED
FEDERAL ELECTION
COMMISSION

Attachment "B"

77 JUL 10 AM 10:43

July 5, 1977

William Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street NW
Washington, D. C. 20463

Re: MUR 404 (77)

Dear Mr. Oldaker:

This letter and the enclosed documents are in response to your requests for additional information with respect to the Complaint that I filed on May 9, 1977.

I am not able to provide you with the names of the Illinois Seven-Up Bottling Co. employees who made contributions to George O'Brien and were subsequently reimbursed with company funds. On the occasions that Philip Schaack directed me to make contributions to O'Brien, he did not reveal which other officers and employees were contributing and being reimbursed. Schaack merely stated that certain other officers and employees were also being directed to make cash contributions for O'Brien and being instructed to pad their expense accounts accordingly.

With respect to the contributions that I was personally directed to make, the total amount was \$200.00 in 1974, made on two separate days, the dates of which I cannot recall. Beginning in January, 1976, I was directed to contribute \$20.00 monthly until my termination with the company in August, for a total of \$140.00.

The secretaries primarily involved in O'Brien's mailings were Helen Gourley, Merrilee Single Buchar, and Marian Mahalik. All three persons are still employed by Illinois Seven-Up Bottling Co. It should be noted that these persons devoted substantially more time to O'Brien's campaign in 1972 than in the subsequent elections in 1974 and 1976, when O'Brien was running as an incumbent and had his own staff.

To aid your investigation of the monies expended by Illinois Seven-Up Bottling Co. to pay for O'Brien's victory parties, I have enclosed copies of the 1972 invoice, voucher and supposed guest list (Exhibit "A"). As indicated by the documents, the party was held on

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William Oldaker, Esq.

July 5, 1977

Page Two

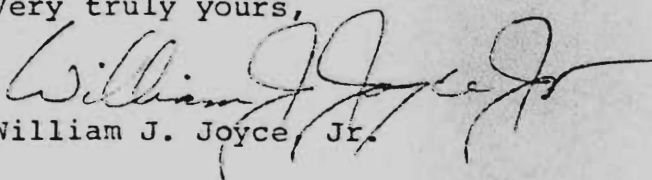
January 7, 1973, at the Chicago Golf Club in Wheaton, Illinois, at the cost of \$1,598.31. The victory party was postponed until this date because O'Brien left for Washington, D.C. immediately after the election. The purported guest list, which includes company personnel and customers, was submitted by Schaack in an effort to suggest that the party was a legitimate entertainment expense of the company. Although both my father's name and my own appear on this list, neither of us received invitations or any other notice of this party, nor did we attend.

It is my belief that in 1974 and 1976, Schaack did not submit the bills for the celebration parties directly for payment as he did in 1972. Instead, Schaack paid the bills himself, and then falsely increased his expense reports for the next few weeks until he was fully reimbursed. I have also enclosed copies of Schaack's expense reports for the year 1976. I do not have copies of his expense reports for any other years. Moreover, I have been informed by an Illinois employee that on June 23, 1977 Schaack removed from the files of Illinois Seven-Up Bottling Co. all of his expense records from 1972 to June, 1977. To the best of my knowledge, Schaack's expense records have not been returned to the company files as of this date.

Additional factual information which may be relevant to your investigation is that O'Brien was also provided certain billboard advertising assistance by Joyce Advertising Company, on the directions of Schaack. During the fall of 1972, 1974, and 1976, O'Brien was permitted to use certain "choice" billboards under twelve-month renewable contracts to Illinois Seven-Up Bottling Co. Although O'Brien paid the monthly rental for the billboards, he was saved considerable time and money in what the industry calls the "poster selection" process. Obtaining renewable contracts for "choice" billboards is a costly procedure and, thus, the boards are generally not turned over to other uses, even for a short period of time. Yet in 1972, and again in 1974 and 1976, on directions from Schaack, O'Brien was permitted to use billboards that were under contract to Illinois Seven-Up Bottling Co.

I have attempted to respond to your inquiries to the best of my knowledge and to provide the Commission with the relevant documents that are in my possession. Please let me know if I can be of any further assistance in your investigation.

Very truly yours,


William J. Joyce, Jr.

Attachment "C"

BEFORE THE
FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

IN THE MATTER OF)
)
ILLINOIS SEVEN-UP BOTTLING CO. and)
PHILIP A. SCHAACK,) No. MUR404(77)
)
Respondents.)

ANSWER OF PHILIP A. SCHAACK TO THE COMPLAINT
FILED WITH THE FEDERAL ELECTION COMMISSION

NOW COMES the Respondent, PHILIP A. SCHAACK, by his attorney, DAVID P. SCHIPPERS, and, for answer to the Complaint filed with the Federal Election Commission, pursuant to the Federal Election Campaign Act, Pub. L. 92-225, 86 Stat. 11, as amended, (codified at 2 U.S.C.A. §431 et seq.) and to the Federal Election Campaign Act Amendments of 1976, Pub. L. 94-283, 90 Stat. 475 (May 11, 1976); and the Rules Promulgated thereunder, states as follows:

INTRODUCTION

By letter dated June 16, 1977, this Respondent was informed by the General Counsel of the Federal Election Commission that a sworn Complaint had been filed with the Commission alleging violations by this Respondent of the Federal Election Campaign Act of 1971, as amended.

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Subsequent to the receipt of the Commission's letter, Counsel for this Respondent was informed by Mr. Sheldon Davidson, Counsel for Illinois Seven-Up Bottling Co., that though the Commission would require this Respondent to respond to the allegations of the Complaint, the answer need concern itself only with matters occurring during the three (3) years immediately preceding June 16, 1977. Accordingly, this Respondent's answer follows:

ANSWER

1. Answering Paragraph 1 of the Complaint, this Respondent asserts that the allegations contained in said Paragraph 1 do not apply to him and, therefore, require no answer by him. Further, nothing contained in Paragraph 1 relates to any alleged contributions to Congressman George O'Brien's 1974-1976 campaign.

2. Answering Paragraph 2 of the Complaint, this Respondent asserts that it requires no response since nothing contained therein relates to any alleged conduct connected to Congressman O'Brien's 1974 and 1976 campaigns.

3. Answering Paragraph 3 of the Complaint, this Respondent admits that he is the President of Illinois Seven-Up; and that he served at the request of Congressman O'Brien as his Campaign Chairman during the years 1974 and 1976.

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Further answering said Paragraph 3, this Respondent denies that during 1974 or 1976, he spent approximately two months devoted solely to his duties as Congressman O'Brien's Campaign Chairman. On the contrary, this Respondent asserts that almost all of his work as Campaign Chairman for Congressman O'Brien was performed prior or subsequent to what is usually considered normal business hours, on weekends, or on other non-business days. If any work was done during usual, normal business hours by this Respondent, it was occasional and isolated, such as a telephone call or momentary notation. At no time were any of his duties and responsibilities as President of Illinois Seven-Up delayed or frustrated by virtue of Respondent's position as Congressman O'Brien's Campaign Chairman.

Further answering said Paragraph 3, this Respondent admits that he has made several trips to Washington, D.C. In fact, during the period 1974 to and including the date of the filing of this Answer, he has made four (4) trips to Washington, D.C.; each for the purpose of attending meetings of the Board of Directors of Joyce Beverages Inc., the parent corporation of Illinois Seven-Up; or for other matters directly related to the soft drink industry. No trips were ever made for the purpose of performing any function whatever in connection with his position as

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Campaign Chairman for Congressman O'Brien's campaign. Nor were any expenses incurred during Washington trips for which he sought reimbursement by Illinois Seven-Up that were related to his duties as Campaign Chairman.

4. Answering Paragraph 4 of the Complaint, this Respondent asserts that it requires no response, since nothing contained therein relates to any alleged conduct connected to Congressman O'Brien's 1974 and 1976 campaigns.

5. Answering Paragraph 5 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 5. Further answering said Paragraph 5, he asserts that during the period 1974 through 1976, his secretary at Illinois Seven-Up performed some voluntary services on behalf of Congressman O'Brien's campaign. The services performed consisted of typing letters and envelopes relating to the campaign, among other things. This Respondent was subsequently informed by the secretary that the total time spent in the two campaigns (1974 and 1976) was approximately six to eight hours. She also stated that the work never interfered with her normal duties and any use of corporate materials was occasional, isolated and incidental.

Further answering said Paragraph 5, this Respondent asserts that although the secretary volunteered her services at the request of this Respondent, no pressure whatsoever was placed

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upon her to perform any services on behalf of Congressman O'Brien, or any other political figure.

This Respondent caused occasional, incidental and isolated use of corporate materials in connection with Congressman O'Brien's 1974 and 1976 campaigns. However, that fact was never made known to any other officials of Illinois Seven-Up; nor was it done with the knowledge or approval of the Board of Directors of Illinois Seven-Up. Furthermore, the decision of the secretary to volunteer her services for, and on behalf of the campaign, and her work in that regard, was unknown to, and not approved by the Board of Directors of Illinois Seven-Up; and was totally unconnected with her duties as a secretary for the corporation.

6. Answering Paragraph 6 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 6.

7. Answering Paragraph 7 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 7.

8. Answering Paragraph 8 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 8.

9. Answering Paragraph 9 of the Complaint, this Respondent asserts that the allegations contained in said Para-

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graph 9 require no answer by him inasmuch as they are irrelevant to any alleged activities on his part in connection with Congressman O'Brien's 1974-1976 election campaigns.

10. Answering Paragraph 10 of the Complaint, and each and every subdivision thereunder, this Respondent states:

- (a) Sub-paragraph (a) requires no answer on the part of this Respondent since it is irrelevant to any alleged activity on the part of this Respondent in connection with Congressman O'Brien's 1974-1976 campaigns.
- (b) Sub-paragraph (b) requires no answer by this Respondent since nothing contained therein relates to any activity in connection with Congressman O'Brien's 1974-1976 campaigns.
- (c) Sub-paragraph (c) is conclusory and is impossible to answer. However, this Respondent has already denied the allegations contained in Paragraph 6 and that denial suffices to cover sub-paragraph (c).
- (d) Sub-paragraph (d) requires no answer by this Respondent inasmuch as it has already been covered in his answer to Paragraph 3.
- (e) This Respondent admits that he received his full salary from Illinois Seven-Up in 1974 and 1976.
- (f) This Respondent denies the allegation contained in sub-paragraph (f).

11. Answering Paragraph 11 of the Complaint, this Respondent asserts that the allegations contained in said Paragraph 11 require no answer by him inasmuch as they are irrelevant

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to any alleged activities on his part in connection with Congressman O'Brien's 1974-1976 election campaigns.

12. Answering Paragraph 12 of the Complaint, this Respondent asserts that the allegations contained in said Paragraph 12 require no answer by him inasmuch as they are irrelevant to any alleged activities on his part in connection with Congressman O'Brien's 1974-1976 election campaigns.

WHEREFORE, this Respondent respectfully prays that the Commission take no further action with respect to this matter.

Philip A. Schaack
PHILIP A. SCHAACK

STATE OF ILLINOIS)
COUNTY OF WILL) SS.

PHILIP A. SCHAACK, being first duly sworn deposes and says that he has read the above and foregoing, and the facts contained therein are true and correct to the best of Affiant's information, knowledge and belief.

Philip A. Schaack
PHILIP A. SCHAACK

SUBSCRIBED and SWORN to
before me this 2nd day of
September, 1977.

Philip A. Schaack
Notary Public

OF COUNSEL:
SCHIPPERS, BETAR, LAMENDELLA
& O'BRIEN
79 West Monroe Street
Chicago, Illinois 60603
Telephone: 312/236-5517

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Attachment - D

BEFORE THE FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

IN THE MATTER OF)
ILLINOIS SEVEN-UP BOTTLING)
COMPANY and PHILIP A. SCHAACK)
Respondents.)

No. MUR 404 (77)

RESPONSE OF ILLINOIS SEVEN-UP BOTTLING CO.
TO THE COMPLAINT FILED WITH THE
FEDERAL ELECTION COMMISSION

Now comes the Respondent, Illinois Seven-Up Bottling Company, by one of its attorneys, Sheldon Davidson, and in response to the Complaint filed with the Federal Election Commission, pursuant to the Federal Election Campaign Act, Pub.L. 92-225, 86 Stat. 11, as amended (codified at 2 U.S.C.A. Section 431 et seq.) and to the Federal Election Campaign Act Amendments of 1976, Pub.L. 94-283, 90 Stat. 475 (May 11, 1976); and the Rules Promulgated thereunder, states as follows:

I.

INTRODUCTION

By letter dated June 16, 1977, Illinois Seven-Up Bottling Co. ("Illinois Seven-Up") an Illinois corporation with its principal place of business at 777 Joyce Road, Joliet,

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Illinois, was informed by the General Counsel of the Federal Election Commission that a sworn complaint had been filed with the Commission alleging violations by Illinois Seven-Up of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. 431, et. seq. The aforesaid sworn complaint was submitted by William J. Joyce, Jr., a former officer and director of Illinois Seven-Up, who resigned on August 5, 1977.

Subsequent to the receipt of the Commission's letter, Mr. Sheldon Davidson, counsel for Illinois Seven-Up was informed by Mr. David Stein of the Commission that the response of Illinois Seven-Up need concern itself only with matters allegedly occurring within the three (3) years immediately preceding June 16, 1977. The response of Illinois Seven-Up will therefore be limited to this time period.

II.

WILLIAM J. JOYCE, JR. IS A NON-CREDIBLE WITNESS
AND HIS ALLEGATIONS SHOULD BE SUMMARILY DISMISSED
BY THE FEDERAL ELECTION COMMISSION

William J. Joyce, Jr., complainant herein, is a former director and officer of Illinois Seven-Up, who, following his departure from the corporation filed numerous lawsuits against Joyce Beverages Inc. ("JBI") the parent corporation of Illinois Seven-Up, and various officers and directors of JBI. Joyce, Jr. is, at present, the subject of an intensive Federal investigation

relating to the bombing of an interstate facility owned by Joyce Associates, Inc., an affiliate of JBI. In assessing the credibility of the complaining witness, especially in the absence of any corroborating affidavits by other alleged participants in the activities complained of and the absence of any documentary evidence, the Commission must consider the chronological sequence of events preceding and subsequent to the filing of the complaint.

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In July, 1976, James T. Norris, a director of JBI and its subsidiaries commenced an inquiry with respect to Illinois Seven-Up which investigation revealed a possible misuse of corporate funds and assets by William J. Joyce, Jr. ("Joyce, Jr."), an officer of JBI and Illinois Seven-Up and a member of the Boards of Directors of JBI and each of its subsidiaries. The investigation indicated that Joyce, Jr. had caused Illinois Seven-Up to disburse corporate funds in payment of false and fictitious invoices submitted by various suppliers to Illinois Seven-Up. These invoices were submitted for payment of services and/or materials purportedly furnished by said suppliers to Illinois Seven-Up in connection with the carrying on of the business of said corporation. However, the investigation indicated that said services or materials were performed or furnished at Joyce, Jr.'s personal residence at Joliet, Illinois for defendant's benefit and not for the benefit of the corporation.

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On August 5, 1976, John M. Joyce, Chairman of the Board of JBI met with William J. Joyce, Sr. and William J. Joyce, Jr. at the offices of Illinois Seven-Up, Joliet, Illinois. William J. Joyce, Sr. is the brother of John M. Joyce and at that time, Chairman of the Board of Directors of Illinois Seven-Up and a member of the Boards of Directors of JBI and each of its subsidiaries. The question of the possible misuse of corporate funds was discussed at that meeting and John M. Joyce informed Joyce, Jr. that unless he resigned as an officer and director of JBI and its subsidiaries, Joyce, Jr. would be disassociated from said positions. Joyce, Jr. acceded to his uncle's request and tendered his resignation.

On August 6, 1976, as a result of the inquiry at Illinois Seven-Up, John M. Joyce created an Audit Committee of the Board of JBI, which Committee was empowered to take such action as the Audit Committee deemed necessary with respect to a thorough and complete investigation of the books and records of JBI and each of its wholly-owned subsidiaries. On September 11, 1976, the appointment of the Audit Committee was ratified and approved by the full Board of Directors at its annual meeting held in Minocqua, Wisconsin. A copy of the resolution is attached hereto as Exhibit 1.

In September, 1976, Joyce, Sr. requested that the investigation relating to the examination of one of JBI's subsidiaries, Chicago Seven-Up Bottling Co., be conducted pursuant

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to certain procedural guidelines. This request was denied by the Audit Committee and John M. Joyce. In substance, Joyce, Sr. implied that Thomas P. Joyce, President and Chief Executive Officer of Chicago Seven-Up Bottling Co. and the son of John M. Joyce, had engaged in conduct "similar" to that which Joyce, Jr. had allegedly been engaged in at Illinois Seven-Up. The investigation of alleged and possible misuse of corporate funds and assets with respect to JBI and each of its subsidiaries has been undertaken under the aegis of the Audit Committee.

In November and December, 1976, and before the Audit Committee's investigation was completed, various lawsuits were filed by Joyce, Jr. and members of his family. First, Joyce, Jr.'s sister, Jill Joyce Kasselmann filed a stockholders' derivative action alleging a failure on the part of the corporation to assert certain "claims" against Thomas P. Joyce (Exhibit 2). After that action was dismissed for failure to comply with the pleading requirements of Rule 9(b) and Rule 23.1, Federal Rules of Civil Procedure, the plaintiff filed an Amended, Supplemented Complaint which averred for the first time, purported violations of the Federal Election Campaign Act (Exhibit 3). The aforesaid Complaint was filed on June 30, 1977, approximately two weeks after Joyce, Jr. filed the instant complaint with the Commission.

Second, Joyce, Jr. filed a slander action in the state court (Exhibit 4) and a breach of contract action in

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Federal Court (Exhibit 5). The answers of John M. Joyce and JBI to the breach of contract action are attached hereto as Exhibits 6 and 7. Motions to dismiss and other motions have been filed in the other cases. Therefore, as of this date, no answers have been filed in any of the other actions. Finally, Joyce, Jr. and his family filed an action in the United States District Court for the Southern District of New York seeking, in substance, dissolution of JBI. That action was dismissed by the District Court and an appeal has been filed to the Court of Appeals for the Second Circuit.

Following the investigation of Joyce, Jr.'s activities at Illinois Seven-Up, a complaint (Exhibit 8) was filed in State Court against Joyce, Jr. for breach of fiduciary duties and fraud. Both compensatory and punitive damages are sought. No answer has yet been filed by Joyce, Jr. At the same time, Illinois Seven-Up filed actions against two suppliers alleging that they had submitted fraudulent billings to Illinois Seven-Up (Exhibits 9-12, inclusive).

Subsequent to the filing of the aforesaid lawsuits and subsequent to the filing of the instant complaint with the Federal Election Commission, a threatening telephone call was made to the residence of Thomas P. Joyce. On the Monday following the call, the windows at Thomas P. Joyce's office at Chicago Seven-Up Bottling Co. were broken. (A copy of the

Chicago Police Department report is attached hereto as Exhibit 13). On August 13, 1977, at approximately 2:00 AM, a bomb exploded at or in the garage of a facility owned by Joyce Associates, Inc., an affiliate of JBI. The facility, located in Minocqua, Wisconsin is used by JBI and its subsidiaries for sales meetings and for other corporate purposes. It is also used by officers and directors of JBI for vacation purposes. At the time of the bombing, Thomas P. Joyce, his wife and children were at the Minocqua facility.

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A joint investigation has been undertaken by the Chicago Strike Force, the United States Attorney, Madison, Wisconsin, Alcohol, Tobacco and Firearms (AT&F) and the Federal Bureau of Investigation (FBI) as to the bombing. The explosion killed one Joseph Banno of Oak Lawn, Illinois, a suburb of Chicago, and severely injured Joyce, Jr. Neither man had permission to enter upon the property and no explanation has been offered for their presence there. If indicted and convicted of charges relating to the bombing, Joyce, Jr. faces severe penalties, to wit: life imprisonment or death. Title 18, United States Code, Section 844(d) and (i).

In the instant case, the complainant's motivation to falsify material facts for the purpose of furthering pending litigation and for the purpose of causing a governmental agency to institute additional proceedings against his former employer

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is patent. It is significant that the present allegations were 7
not asserted until Illinois Seven-Up filed its state action
against the complainant charging him with fraud and breach of J
fiduciary duties. Moreover, no corroborating documents or
affidavits have been filed by the complainant in support of the
extreme charges asserted notwithstanding the contention that
numerous employees of Illinois Seven-Up purportedly had know-
ledge of the activities claimed to be improper or illegal.

Illinois Seven-Up will make no comment herein as to
the bombing of the facility at Minocqua, Wisconsin and the ob-
vious inferences which may be drawn as to the credibility of
the complainant. That matter, as stated above, is under in-
vestigation by Federal authorities.

III.

ANSWER OF ILLINOIS SEVEN-UP TO JOYCE, JR.'S
ALLEGATIONS UNDER THE HEADING "ACTS
CONSTITUTING VIOLATIONS OF THE FEDERAL
ELECTION CAMPAIGN ACT"

1. Paragraph 1 of the Complaint does not contain
any allegations applicable to this Respondent and therefore,
requires no answer.

2. Paragraph 2 of the Complaint requires no answer
since nothing contained therein relates to any alleged contri-
butions by this Respondent to Congressman O'Brien's 1974 and
1976 campaigns.

3. With respect to the allegations of Paragraph 3 of the Complaint, this Respondent admits that Philip A. Schaack ("Schaack") is the President of Illinois Seven-Up; and that he served as Congressman O'Brien's Campaign Chairman during the years 1974 and 1976.

Respondent denies that during 1974 or 1976, Schaack spent approximately two months devoted solely to his duties as Congressman O'Brien's Campaign Chairman. On the contrary, this Respondent asserts that almost all of Schaack's work as Campaign Chairman for Congressman O'Brien was performed prior or subsequent to what is usually considered normal business hours, on weekends, or on other non-business days. If any work were done during usual, normal business hours by Schaack, it was occasional and isolated, such as a telephone call or momentary notation. At no time were any duties and responsibilities of Schaack as President of Illinois Seven-Up delayed or frustrated by virtue of his position as Congressman O'Brien's Campaign Chairman.

Further answering said Paragraph 3, Respondent admits that Schaack has made several trips to Washington, D.C. During the period 1974 to and including the date of the filing of this Response, he has made four (4) trips to Washington, D.C. Each trip was for the purpose of attending meetings of the Board of Directors of Joyce Beverages Inc., the parent corporation of Illinois Seven-Up, or for other matters directly related to the

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soft drink industry. None of Schaack's trips was made for the purpose of performing any function whatever in connection with his position as Campaign Chairman for Congressman O'Brien's campaign and no expenses incurred during the said Washington trips for which Schaack sought reimbursement from this Respondent were related to Schaack's duties as Campaign Chairman.

4. Paragraph 4 of the Complaint requires no response since nothing contained therein relates to any alleged contributions by this Respondent to Congressman O'Brien's 1974 and 1976 campaigns.

5. This Respondent denies each and every allegation contained in said Paragraph 5. This Respondent asserts that during the period 1974 through 1976, Schaack's secretary at Illinois Seven-Up performed some voluntary services on behalf of Congressman O'Brien's campaign. The services performed consisted of typing letters and envelopes relating to the campaign, among other things. Attorneys for this Respondent were informed by the secretary that the total time spent in the two campaigns (1974 and 1976) was approximately six to eight hours. She also stated that the work never interfered with her normal duties and any use of corporate materials was occasional, isolated and incidental.

Further answering said Paragraph 5, this Respondent asserts that although the secretary volunteered her services

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at the request of Schaack, no pressure whatsoever was placed upon her to perform any services on behalf of Congressman O'Brien or any other political figure.

Prior to the filing of the instant complaint, other officers and directors of this Respondent had no knowledge that corporate materials were being used in connection with Congressman O'Brien's 1974 and 1976 campaigns. The decision by the secretary employed by this Respondent to volunteer her services for and on behalf of the campaigns and her work in that regard was unknown to and not approved by other officers and directors of this Respondent.

6. This Respondent denies each and every allegation contained in said Paragraph 6.

7. This Respondent denies each and every allegation contained in said Paragraph 7.

8. This Respondent denies each and every allegation contained in said Paragraph 8.

9-12. Paragraphs 9 through 12, inclusive, of the Complaint, require no response since nothing contained therein relates to (1) any alleged contributions by this Respondent to Congressman O'Brien's 1974 and 1976 campaigns;

or (2) any allegation that has not been heretofore answered above.

WHEREFORE, Illinois Seven-Up Bottling Co., Respondent herein, respectfully prays that the Federal Election Commission take no further action with respect to this matter.

Respectfully submitted,



SHELDON DAVIDSON,
One of the Attorneys for
Illinois Seven-Up Bottling Co.,
Respondent

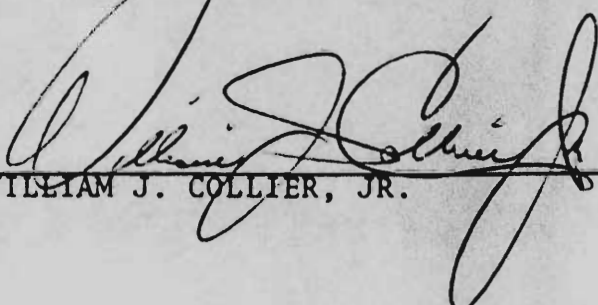
SHELDON DAVIDSON
J. DAVID SANNER
Pedersen & Hought
180 North LaSalle Street
Chicago, Illinois 60601
641-6888

WILLIAM J. COLLIER, JR.
General Counsel, Illinois Seven-Up Bottling Co.
Joyce Road
New Rochelle, New York 10802

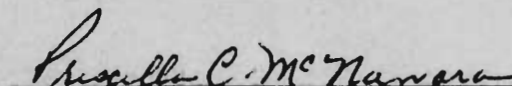
STATE OF NEW YORK
COUNTY OF WESTCHESTER

)
)
) SS

WILLIAM J. COLLIER, JR., being duly sworn on oath,
deposes and states that he is the Secretary of Illinois Seven-
Up Bottling Co., Respondent herein; that he has read the above
and foregoing and that the facts contained therein are true and
correct to the best of his information, knowledge and belief.


WILLIAM J. COLLIER, JR.

Subscribed and Sworn to
before me this 28 day
of September, 1977.


Notary Public

PRISCILLA C. McNAMARA
Notary Public, State of New York
No. 60-8057425
Qualified in Westchester County
Term Expires March 30, 1978

78040012477

BEFORE THE FEDERAL ELECTION COMMISSION

December 9, 1977

In the Matter of)
)
JBI/Illinois Seven-Up)
Bottling Company) MUR 404(77)
)
Phillip Schaack,)
President)

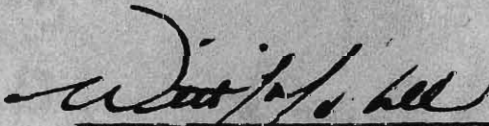
INTERIM INVESTIGATION REPORT

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This matter was commenced by the filing of a sworn statement alleging that the above named corporation, through its president, contributed to the campaign of a Federal candidate in violation of 2 U.S.C. 441(b) and (f). On June 9, 1977, the Commission voted to find reason to believe that the respondents may have violated 2 U.S.C. 441(b) and (f).

A review of information submitted to the Commission by the complainant and both respondents, the candidate's disclosure reports, and a related F.B.I. report is virtually complete. The General Counsel's Report should be presented to the Commission in approximately one week.

12/2/77
Date


William C. Oldaker
General Counsel



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

October 14, 1977

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 404 (77)

Please have the attached report on MUR 404 (77)
distributed to the Commission and placed on the Compliance
Agenda for the Commission meeting of October 19, 1977.

Thank you.



BEFORE THE FEDERAL ELECTION COMMISSION

OCT 12 1977

In the Matter of)
) MUR 404 (77)
Illinois Seven-Up Bottling)
Company)

INTERIM INVESTIGATION REPORT

I. Allegations

This matter was commenced with the filing of a sworn complaint by William Joyce, Jr., against the Illinois Seven-Up Bottling Company ("Illinois Seven-Up") on May 17, 1977. The complainant, a former director and present shareholder of Illinois Seven-Up, alleges that its president, Phillip Schaack, illegally contributed to the 1972, 1974 and 1976 campaigns of Illinois Congressman George O'Brien.

More specifically, the complainant alleges that Schaack worked as O'Brien's campaign manager for two months prior to each election while continuing to receive his full salary from Illinois Seven-Up; that Schaack made trips to Washington, D.C. in connection with O'Brien's candidacy and was reimbursed for his expenses by Illinois Seven-Up; that Schaack directed Illinois Seven-Up office workers to work exclusively on O'Brien's campaign mailings during the normal workday; that Illinois Seven-Up assumed

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the cost of parties celebrating O'Brien's election victories; and that Schaack directed a scheme in which employees and officers of Illinois Seven-Up made cash contributions to O'Brien's candidacy and were subsequently reimbursed by Illinois Seven-Up by "padding" their corporate expense accounts during the 1972 and 1976 elections.

II. Previous Commission Action

On June 9, 1977, the Commission voted to find reason to believe that Illinois Seven-Up and its president, Phillip Schaack, may have violated 2 U.S.C. §441(b) and §441(f).

III. Information and Evidence

On July 12, 1977, the General Counsel's Office received additional documentation (miscellaneous vouchers purporting to illustrate Schaack's illegal expense account "padding" and information supplementing the complaint), submitted by complainant's counsel. The staff also reviewed Congressman O'Brien's disclosure reports.

In mid-July, the General Counsel's office was informed by the attorneys for both respondents that still more time was needed to respond to the complaint because

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of the very large number of corporate documents they had to review.

On August 24, 1977, the General Counsel's office was told by the general counsel of Joyce Beverages, Inc., (the holding company which owns Illinois Seven-Up) that the complainant had been severely injured in a suspicious bomb blast, and that the complainant was under Federal and State investigations for possible criminal charges in connection with the incident. (Newspaper articles reporting the incident suggest that complainant hired a professional bomber to kill an officer of Illinois Seven-Up, but the bomb exploded prematurely, killing the professional bomber and severely injuring the complainant.)

On August 30, 1977, two staff members met with attorneys for respondents at the latter's request. Respondents' attorneys orally characterized complainant's allegations as "pure fabrications" and stated that for that reason they were having trouble putting together documentation to support their client's affidavits.

Respondents' attorneys also stated that the complainant was motivated to file his complaint with the Commission by a shareholder's derivative suit and internal corporative disputes involving complainant and respondents.

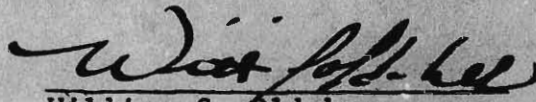
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Respondents' attorneys stated that they would submit a complete response, including supporting documentation, within two weeks.

Despite our attempts to expedite the process through telephone calls and letters, respondents' responses were not received by the General Counsel's Office until October 3, 1977. We are presently reviewing these submissions, which contain several hundred pages of supporting documents. We expect that our report and recommendation will be submitted to the Commission in about two weeks, after this review is completed.

Date:

10/13/77



William C. Oldaker
General Counsel

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LAW OFFICES

SCHIPPERS, BETAR, LAMENDELLA & O'BRIEN
79 WEST MONROE STREET - SUITE 801
CHICAGO, ILLINOIS 60603

DAVID P. SCHIPPERS
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JOHN W. LONG
PAUL J. PETIT
ANTHONY J. FILOSA
FRANCIS P. CUISINIER
RUSSELL W. HARTIGAN

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RECEIVED
FEDERAL ELECTION
COMMISSION
OCT 3 4 44 AM '77
TELEPHONE
236-5517
AREA CODE 312

September 29, 1977

702874

David Stein, Esq.
Federal Election Commission
1325 K Street N. W.
Washington, D. C. 20453

Re: In the Matter of Illinois Seven-Up
Bottling Co. and Philip A. Schaack
No. MUR404(77)

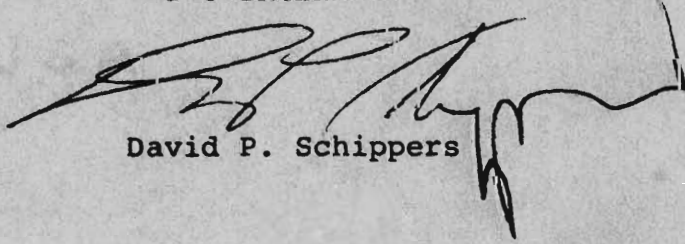
Dear Mr. Stein:

I am enclosing an original and three copies of our response to the Complaint filed with the Federal Election Commissioner for and on behalf of Mr. Philip A. Schaack. I would appreciate it if you would arrange to have the response properly filed.

Thank you very much for your courtesy and patience in this matter.

Very truly yours,

SCHIPPERS, BETAR, LAMENDELLA
& O'BRIEN


David P. Schippers

DPS/ss
Enclosures

cc: Sheldon Davidson, Esq.

78040012484

BEFORE THE
FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

IN THE MATTER OF)
)
ILLINOIS SEVEN-UP BOTTLING CO. and)
PHILIP A. SCHAACK,) No. MUR404(77)
)
Respondents.)

ANSWER OF PHILIP A. SCHAACK TO THE COMPLAINT
FILED WITH THE FEDERAL ELECTION COMMISSION

78040012485
NOW COMES the Respondent, PHILIP A. SCHAACK, by his
attorney, DAVID P. SCHIPPERS, and, for answer to the Complaint
filed with the Federal Election Commission, pursuant to the
Federal Election Campaign Act, Pub. L. 92-225, 86 Stat. 11, as
amended, (codified at 2 U.S.C.A. §431 et seq.) and to the Federal
Election Campaign Act Amendments of 1976, Pub. L. 94-283, 90 Stat.
475 (May 11, 1976); and the Rules Promulgated thereunder, states
as follows:

INTRODUCTION

By letter dated June 16, 1977, this Respondent was
informed by the General Counsel of the Federal Election Commission
that a sworn Complaint had been filed with the Commission alleging
violations by this Respondent of the Federal Election Campaign Act
of 1971, as amended.

Subsequent to the receipt of the Commission's letter, Counsel for this Respondent was informed by Mr. Sheldon Davidson, Counsel for Illinois Seven-Up Bottling Co., that though the Commission would require this Respondent to respond to the allegations of the Complaint, the answer need concern itself only with matters occurring during the three (3) years immediately preceding June 16, 1977. Accordingly, this Respondent's answer follows:

ANSWER

1. Answering Paragraph 1 of the Complaint, this Respondent asserts that the allegations contained in said Paragraph 1 do not apply to him and, therefore, require no answer by him. Further, nothing contained in Paragraph 1 relates to any alleged contributions to Congressman George O'Brien's 1974-1976 campaign.

2. Answering Paragraph 2 of the Complaint, this Respondent asserts that it requires no response since nothing contained therein relates to any alleged conduct connected to Congressman O'Brien's 1974 and 1976 campaigns.

3. Answering Paragraph 3 of the Complaint, this Respondent admits that he is the President of Illinois Seven-Up; and that he served at the request of Congressman O'Brien as his Campaign Chairman during the years 1974 and 1976.

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Further answering said Paragraph 3, this Respondent denies that during 1974 or 1976, he spent approximately two months devoted solely to his duties as Congressman O'Brien's Campaign Chairman. On the contrary, this Respondent asserts that almost all of his work as Campaign Chairman for Congressman O'Brien was performed prior or subsequent to what is usually considered normal business hours, on weekends, or on other non-business days. If any work was done during usual, normal business hours by this Respodent, it was occasional and isolated, such as a telephone call or momentary notation. At no time were any of his duties and responsibilities as President of Illinois Seven-Up delayed or frustrated by virtue of Respondent's position as Congressman O'Brien's Campaign Chairman.

Further answering said Paragraph 3, this Respondent admits that he has made several trips to Washington, D.C. In fact, during the period 1974 to and including the date of the filing of this Answer, he has made four (4) trips to Washington, D.C.; each for the purpose of attending meetings of the Board of Directors of Joyce Beverages Inc., the parent corporation of Illinois Seven-Up; or for other matters directly related to the soft drink industry. No trips were ever made for the purpose of performing any function whatever in connection with his position as

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Campaign Chairman for Congressman O'Brien's campaign. Nor were any expenses incurred during Washington trips for which he sought reimbursement by Illinois Seven-Up that were related to his duties as Campaign Chairman.

4. Answering Paragraph 4 of the Complaint, this Respondent asserts that it requires no response, since nothing contained therein relates to any alleged conduct connected to Congressman O'Brien's 1974 and 1976 campaigns.

5. Answering Paragraph 5 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 5. Further answering said Paragraph 5, he asserts that during the period 1974 through 1976, his secretary at Illinois Seven-Up performed some voluntary services on behalf of Congressman O'Brien's campaign. The services performed consisted of typing letters and envelopes relating to the campaign, among other things. This Respondent was subsequently informed by the secretary that the total time spent in the two campaigns (1974 and 1976) was approximately six to eight hours. She also stated that the work never interfered with her normal duties and any use of corporate materials was occasional, isolated and incidental.

Further answering said Paragraph 5, this Respondent asserts that although the secretary volunteered her services at the request of this Respondent, no pressure whatsoever was placed

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upon her to perform any services on behalf of Congressman O'Brien, or any other political figure.

This Respondent caused occasional, incidental and isolated use of corporate materials in connection with Congressman O'Brien's 1974 and 1976 campaigns. However, that fact was never made known to any other officials of Illinois Seven-Up; nor was it done with the knowledge or approval of the Board of Directors of Illinois Seven-Up. Furthermore, the decision of the secretary to volunteer her services for, and on behalf of the campaign, and her work in that regard, was unknown to, and not approved by the Board of Directors of Illinois Seven-Up; and was totally unconnected with her duties as a secretary for the corporation.

6. Answering Paragraph 6 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 6.

7. Answering Paragraph 7 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 7.

8. Answering Paragraph 8 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 8.

9. Answering Paragraph 9 of the Complaint, this Respondent asserts that the allegations contained in said Para-

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graph 9 require no answer by him inasmuch as they are irrelevant to any alleged activities on his part in connection with Congressman O'Brien's 1974-1976 election campaigns.

10. Answering Paragraph 10 of the Complaint, and each and every subdivision thereunder, this Respondent states:

- (a) Sub-paragraph (a) requires no answer on the part of this Respondent since it is irrelevant to any alleged activity on the part of this Respondent in connection with Congressman O'Brien's 1974-1976 campaigns.
- (b) Sub-paragraph (b) requires no answer by this Respondent since nothing contained therein relates to any activity in connection with Congressman O'Brien's 1974-1976 campaigns.
- (c) Sub-paragraph (c) is conclusory and is impossible to answer. However, this Respondent has already denied the allegations contained in Paragraph 6 and that denial suffices to cover sub-paragraph (c).
- (d) Sub-paragraph (d) requires no answer by this Respondent inasmuch as it has already been covered in his answer to Paragraph 3.
- (e) This Respondent admits that he received his full salary from Illinois Seven-Up in 1974 and 1976.
- (f) This Respondent denies the allegation contained in sub-paragraph (f).

11. Answering Paragraph 11 of the Complaint, this Respondent asserts that the allegations contained in said Paragraph 11 require no answer by him inasmuch as they are irrelevant.

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to any alleged activities on his part in connection with Congressman O'Brien's 1974-1976 election campaigns.

12. Answering Paragraph 12 of the Complaint, this Respondent asserts that the allegations contained in said Paragraph 12 require no answer by him inasmuch as they are irrelevant to any alleged activities on his part in connection with Congressman O'Brien's 1974-1976 election campaigns.

WHEREFORE, this Respondent respectfully prays that the Commission take no further action with respect to this matter.

Philip A. Schaack
PHILIP A. SCHAACK

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

PHILIP A. SCHAACK, being first duly sworn deposes and says that he has read the above and foregoing, and the facts contained therein are true and correct to the best of Affiant's information, knowledge and belief.

Philip A. Schaack
PHILIP A. SCHAACK

SUBSCRIBED and SWORN to
before me this 2nd day of
September, 1977.

Shirley J. Gilbo
Notary Public

OF COUNSEL:
SCHIPPERS, BETAR, LAMENDELLA
& O'BRIEN
79 West Monroe Street
Chicago, Illinois 60603
Telephone: 312/236-5517

78040012491

BEFORE THE
FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

IN THE MATTER OF)
)
ILLINOIS SEVEN-UP BOTTLING CO. and)
PHILIP A. SCHAACK,) No. MUR404(77)
)
Respondents.)

ANSWER OF PHILIP A. SCHAACK TO THE COMPLAINT
FILED WITH THE FEDERAL ELECTION COMMISSION

78040042492
NOW COMES the Respondent, PHILIP A. SCHAACK, by his
attorney, DAVID P. SCHIPPERS, and, for answer to the Complaint
filed with the Federal Election Commission, pursuant to the
Federal Election Campaign Act, Pub. L. 92-225, 86 Stat. 11, as
amended, (codified at 2 U.S.C.A. §431 et seq.) and to the Federal
Election Campaign Act Amendments of 1976, Pub. L. 94-283, 90 Stat.
475 (May 11, 1976); and the Rules Promulgated thereunder, states
as follows:

INTRODUCTION

By letter dated June 16, 1977, this Respondent was
informed by the General Counsel of the Federal Election Commission
that a sworn Complaint had been filed with the Commission alleging
violations by this Respondent of the Federal Election Campaign Act
of 1971, as amended.

Subsequent to the receipt of the Commission's letter, Counsel for this Respondent was informed by Mr. Sheldon Davidson, Counsel for Illinois Seven-Up Bottling Co., that though the Commission would require this Respondent to respond to the allegations of the Complaint, the answer need concern itself only with matters occurring during the three (3) years immediately preceding June 16, 1977. Accordingly, this Respondent's answer follows:

ANSWER

1. Answering Paragraph 1 of the Complaint, this Respondent asserts that the allegations contained in said Paragraph 1 do not apply to him and, therefore, require no answer by him. Further, nothing contained in Paragraph 1 relates to any alleged contributions to Congressman George O'Brien's 1974-1976 campaign.

2. Answering Paragraph 2 of the Complaint, this Respondent asserts that it requires no response since nothing contained therein relates to any alleged conduct connected to Congressman O'Brien's 1974 and 1976 campaigns.

3. Answering Paragraph 3 of the Complaint, this Respondent admits that he is the President of Illinois Seven-Up; and that he served at the request of Congressman O'Brien as his Campaign Chairman during the years 1974 and 1976.

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Further answering said Paragraph 3, this Respondent denies that during 1974 or 1976, he spent approximately two months devoted solely to his duties as Congressman O'Brien's Campaign Chairman. On the contrary, this Respondent asserts that almost all of his work as Campaign Chairman for Congressman O'Brien was performed prior or subsequent to what is usually considered normal business hours, on weekends, or on other non-business days. If any work was done during usual, normal business hours by this Respodent, it was occasional and isolated, such as a telephone call or momentary notation. At no time were any of his duties and responsibilities as President of Illinois Seven-Up delayed or frustrated by virtue of Respondent's position as Congressman O'Brien's Campaign Chairman.

Further answering said Paragraph 3, this Respondent admits that he has made several trips to Washington, D.C. In fact, during the period 1974 to and including the date of the filing of this Answer, he has made four (4) trips to Washington, D.C.; each for the purpose of attending meetings of the Board of Directors of Joyce Beverages Inc., the parent corporation of Illinois Seven-Up; or for other matters directly related to the soft drink industry. No trips were ever made for the purpose of performing any function whatever in connection with his position as

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Campaign Chairman for Congressman O'Brien's campaign. Nor were any expenses incurred during Washington trips for which he sought reimbursement by Illinois Seven-Up that were related to his duties as Campaign Chairman.

4. Answering Paragraph 4 of the Complaint, this Respondent asserts that it requires no response, since nothing contained therein relates to any alleged conduct connected to Congressman O'Brien's 1974 and 1976 campaigns.

5. Answering Paragraph 5 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 5. Further answering said Paragraph 5, he asserts that during the period 1974 through 1976, his secretary at Illinois Seven-Up performed some voluntary services on behalf of Congressman O'Brien's campaign. The services performed consisted of typing letters and envelopes relating to the campaign, among other things. This Respondent was subsequently informed by the secretary that the total time spent in the two campaigns (1974 and 1976) was approximately six to eight hours. She also stated that the work never interfered with her normal duties and any use of corporate materials was occasional, isolated and incidental.

Further answering said Paragraph 5, this Respondent asserts that although the secretary volunteered her services at the request of this Respondent, no pressure whatsoever was placed

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upon her to perform any services on behalf of Congressman O'Brien, or any other political figure.

This Respondent caused occasional, incidental and isolated use of corporate materials in connection with Congressman O'Brien's 1974 and 1976 campaigns. However, that fact was never made known to any other officials of Illinois Seven-Up; nor was it done with the knowledge or approval of the Board of Directors of Illinois Seven-Up. Furthermore, the decision of the secretary to volunteer her services for, and on behalf of the campaign, and her work in that regard, was unknown to, and not approved by the Board of Directors of Illinois Seven-Up; and was totally unconnected with her duties as a secretary for the corporation.

6. Answering Paragraph 6 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 6.

7. Answering Paragraph 7 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 7.

8. Answering Paragraph 8 of the Complaint, this Respondent denies each and every allegation contained in said Paragraph 8.

9. Answering Paragraph 9 of the Complaint, this Respondent asserts that the allegations contained in said Para-

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graph 9 require no answer by him inasmuch as they are irrelevant to any alleged activities on his part in connection with Congressman O'Brien's 1974-1976 election campaigns.

10. Answering Paragraph 10 of the Complaint, and each and every subdivision thereunder, this Respondent states:

- (a) Sub-paragraph (a) requires no answer on the part of this Respondent since it is irrelevant to any alleged activity on the part of this Respondent in connection with Congressman O'Brien's 1974-1976 campaigns.
- (b) Sub-paragraph (b) requires no answer by this Respondent since nothing contained therein relates to any activity in connection with Congressman O'Brien's 1974-1976 campaigns.
- (c) Sub-paragraph (c) is conclusory and is impossible to answer. However, this Respondent has already denied the allegations contained in Paragraph 6 and that denial suffices to cover sub-paragraph (c).
- (d) Sub-paragraph (d) requires no answer by this Respondent inasmuch as it has already been covered in his answer to Paragraph 3.
- (e) This Respondent admits that he received his full salary from Illinois Seven-Up in 1974 and 1976.
- (f) This Respondent denies the allegation contained in sub-paragraph (f).

11. Answering Paragraph 11 of the Complaint, this Respondent asserts that the allegations contained in said Paragraph 11 require no answer by him inasmuch as they are irrelevant

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12. Answering Paragraph 12 of the Complaint, this Respondent asserts that the allegations contained in said Paragraph 12 require no answer by him inasmuch as they are irrelevant to any alleged activities on his part in connection with Congressman O'Brien's 1974-1976 election campaigns.

Philip A. Schaack
PHILIP A. SCHAACK

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

Philip A. Schaack
PHILIP A. SCHAACK

SUBSCRIBED and SWORN to
before me this 2nd day of
September, 1977.

Michael L. Lee
Notary Public

OF COUNSEL:
SCHIPPERS, BETAR, LAMENDELLA
& O'BRIEN
79 West Monroe Street
Chicago, Illinois 60603
Telephone: 312/236-5517

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 OCT 3 AM 10:09



**SCHIPPERS, BETAR,
LAMENDELLA & O'BRIEN**
79 WEST MONROE
CHICAGO, ILLINOIS 60603

TO:

Mr. David Stein, Esq.
Federal Election Commission
1325 K Street N.W.
Washington, D. C. 20453

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Mr. David Stein
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Re: In the matter of Illinois Seven-Up and
Phillip A. Schaack - MUR 404 (77)

Dear Mr. Stein:

I apologize for the delay in sending to you the enclosed newspaper articles relating to the bombing which occurred in Minocqua, Wisconsin. As I previously informed you, this matter is, at present, under investigation by federal authorities.

David P. Schippers and I have prepared answers on behalf of our respective clients and those answers will be sent to you during the early part of next week. Your cooperation in this matter is sincerely appreciated.

Sincerely,

Sheldon Davidson
Sheldon Davidson (ss)

SD/ss
Enclosures

cc: David P. Schippers
William J. Collier, Jr.

79040042500

Rainy,
warm

Weather digest,
Page 37

Chicago Daily News

15c

TUESDAY, AUGUST 23, 1977 ☆

Red
Flash

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1977 year 1977 1977 25 pages in 5 sections

Mystery deepens in bombing at exec's estate

By Edmund J. Rooney
and Michelle Stevens

He is a respected business executive, member of a socially prominent Joliet family, the father of five children, and described by neighbors as "a pillar of the community."

William J. Joyce Jr., 37, also is under investigation in the bombing two weeks ago at the Wisconsin summer estate of Thomas P.

Joyce, William's cousin and an Illinois Seven-Up Bottling Co. executive. One man was killed and William Joyce was critically injured in the blast.

Thomas Joyce has told authorities that he was not on speaking terms with his cousin and that William did not have permission to be on his property.

THE FBI in Chicago and Milwaukee is

conducting an extensive investigation into William Joyce's connection with the bombing. A federal grand jury has been convened, and investigators from the Will County sheriff's police, Cook County state's attorney's office, and prosecutors from Oneida and Vilas counties in Wisconsin have joined the probe.

William Joyce Jr. is the former head of the Joyce Bottling Co. in Joliet, which is now

part of the Illinois Seven-Up Bottling Co. He is president of Village Cable TV, which services Joliet, Bolingbrook and Romeoville.

The bombing left him critically burned and nearly blind and deaf. A meat truck driver, Joseph Banno, 57, died in the blast and was so badly mangled that he went unidentified for more than a week.

DEAD MEN don't talk, and neither will

William Joyce.

But federal and local investigators are determined to learn what led up to the Aug. 12 bombing in Minocqua, Wis. And they're starting with a sworn statement from a man who says he drove Joyce and Banno from Lakeland (Wis.) Airport to the estate and waited outside while they spent about 20 minutes in

Turn to Back Page, this section

Mystery deepens in exec's estate bombing

Continued from Page 1

a garage there.

John Goltz, 30, of Minocqua, told officials Joyce and Banno went back to the garage just as the bomb exploded. Goltz said Banno was "carrying something" when they walked to the garage.

These are some of the unanswered questions investigators are faced with:

- Did Banno and Joyce plant the bomb? If so, Joyce may be charged with arson, interstate transportation of explosives and attempted murder.

- What was Banno — a dedicated worker and loyal husband and father — doing that night with Joyce at the Wisconsin estate?

- What was the motive? Police suspect the take-over of the Joyce Bottling Co. in May, 1976, may figure into the bombing.

Police officials say, the mysterious events began a day earlier at the Joliet Airport. William Joyce, piloting a red and white twin-engined Beechcraft plane, and accompanied by Banno, took off without filing the mandatory flight plan with tower officials.

BANNO, A \$375-a-week truck driver with 30 years on the job, kissed his wife Theresa good-by and told her he was going to Wisconsin. He left his 1976 luxury auto — with Illinois license plate JB 7100 — parked at the airport.

Before he left, William Joyce made a terse telephone call to Goltz. "I'm flying up — meet me," he said. Goltz is an employee of Pine Tree Communications Co., which is partially owned by William Joyce.

The 400-mile flight took about 4½ hours. As ordered, Goltz was waiting with his orange-and-black Jeep.

In an affidavit filed with the Oneida County (Wis.) clerk, Goltz said he drove Joyce and Banno the five miles from the airport to the estate on Lake Minocqua that has been owned by the Joyce family since 1940.

THE THREE-ACRE estate includes a wood-frame one-story cottage, three small guest houses — all frame — and a dark frame

garage several yards behind the main cottage.

While Goltz waited in the Jeep on a road about 200 yards away, Banno and William Joyce walked over to the garage. Inside, Goltz said, were a late model Cadillac and a golf cart.

About 20 minutes later, the two men left the garage, then turned and were on their way back when the dynamite bomb went off just outside the garage.

The blast woke Thomas Joyce, 40, his wife, Mary, and a few of their six children. It shattered windows and broke out part of the back wall and front doors on the garage, and damaged the car inside.

THE EXPLOSION ripped into Banno, tearing off one of his hands, killing him. William Joyce was burned, lost the sight in one eye, and is believed to have only 25 per cent vision in the other. Police said he also lost some of his hearing.

Goltz, frightened by the blast, sped home and telephoned his lawyer, who called police.

William Joyce staggered around in a daze after the bombing, leaving his bloody fingerprints on the garage. He was taken to Milwaukee County General Hospital, where he remains in critical condition.

HE HAS REFUSED to make a statement, and his family has retained William Coffey, a

prominent Wisconsin attorney, to represent him.

Banno, of 10737 S. Keating, Oak Lawn, remained unidentified for several days. His wife of 30 years became concerned when he didn't return home Aug. 14 as he promised — to visit his grandchildren. She reported him missing to Oak Lawn police on the 15th when she found his car parked at the airport.

He finally was identified by his dental charts and fingerprints.

His association with William Joyce remains a mystery. He had never been arrested, and as far as officials can determine, did not know Joyce.

Banno and his wife reared four children. One son, Joseph, is a physician; another, Nicholas, is an accountant. The couple has four grandchildren, and Banno was known as a doting grandfather.

IF BANNO WAS a devoted family man, he was also an exemplary worker. In five years, he missed only one day's work because of illness, said his boss, Marvin Fagel, head of Midway Meat Co., 3843 S. Emerald.

Fagel said he became concerned when Banno didn't show up for work Monday morning. Banno usually left his two-bedroom apartment at 5 a.m. every day to get to his job by 8 a.m., Fagel said.

Banno worked the 8 a.m. to 4 p.m. shift

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He was well known and well liked by all the neighbors. At 6 foot, 1 inch, 180 pounds, with black hair graying at the temples, Banno looked trim and healthy. He had a lot of friends.

POLICE SPECULATE that "bad blood" arising out of a civil suit may play a part in the bombing.

The Illinois Seven-Up Bottling Co., which took over Joyce Bottling Co., May 3, 1976, has filed a lawsuit against William Joyce Jr. seeking \$1 million punitive damage plus money the suit claims the Joyce firm paid out for phony bills. It seeks another \$175,000 in salaries and bonuses from 1970 to 1976.

Last year, William Joyce Jr. filed a \$8 million slander suit against his uncle, John M. Joyce of New Rochelle, N.Y. (Thomas Joyce's father), and James T. Norris, a retired executive of the Illinois Seven-Up Bottling Co. John M. Joyce is affiliated with the New York Seven-Up Bottling Co.

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78040012502

Probe suburb exec in bombing of kin's estate

By Edmund J. Rooney
and Michelle Stevens

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Turn to Back Page, this section

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Exec probed in bombing of cousin's estate

Continued from Page 1

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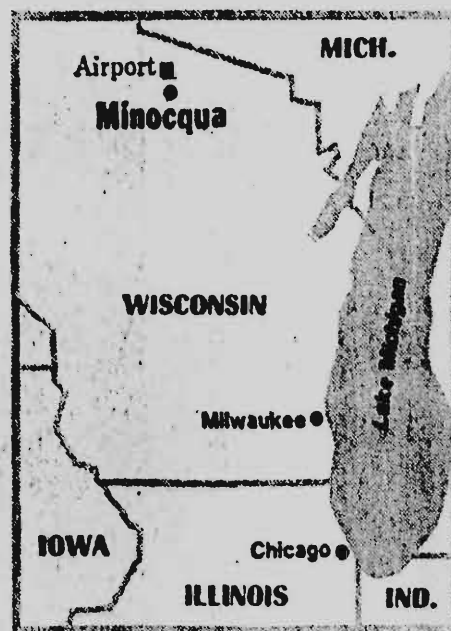
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William Joyce Sr., who lives in Joliet and was once an executive with Joyce Bottling Co., is not under scrutiny in the inquiry, police said.

Arnold Graveen, Oneida County sheriff's investigator, got a search warrant for the plane and found a black satchel. In and around that, he said, were materials that "could be or might have been used" to make a bomb. Outside the plane he said, was a slip of paper describing a timing device.

78040042504

Dead man still unidentified, William Joyce critical

Mystery still surrounds explosion

BY LARRY GRESCHNER

Law enforcement authorities continued to search for answers early this week that would solve the many mysteries surrounding the explosion early Saturday morning, Aug. 13, that killed one man and critically injured another at the Thomas Joyce estate in Minocqua.

At press time Tuesday, officials still had not been able to determine the identity of the man who was killed in the explosion of an apparent bomb at approximately 2:10 a.m. Saturday. William Joyce, Jr., 37, of Joliet, Ill., remains in critical condition in the intensive care unit of St. Mary's Hospital in Milwaukee. He is the cousin of Thomas Joyce, also of Joliet.

Medical personnel were continuing to evaluate William Joyce's sight and hearing, and checking for possible internal injuries. His eyes were hit by flying glass when the bomb shattered the windows of the garage across the

road from the Joyce residence, where Thomas Joyce, his wife and children were residing at the time of the blast. The unidentified dead man apparently took the full blast



of the explosion, as it sent him through the wall of the garage, busting out all boards in his path.

A break in the tight security surrounding the mysterious bombing came this Tuesday evening, when it was learned that a Woodruff resident picked William Joyce, Jr. and an unidentified man up at the Lakeland Airport early Saturday morning, Aug. 12, and drove them to the Joyce estate.

Investigating the case are the Minocqua Police Department, the Oneida County Sheriff's Department, the FBI, the State Treasury Department and the U.S. Treasury Department's Alcohol, Tobacco and Firearms Division (ATF) bomb response team.

Though not exactly positive at this time, officials are assuming that the explosion was caused by a bomb which was set. And, Oneida County District Attorney Steven Cray added that the explosion apparently was "commercial or business oriented."

ATF investigators arrived on the scene of the explosion

(Continued on Page 4)

Bombing...

(Continued from Page 1)

early Saturday, and by mid-morning Sunday had completed their collection of physical evidence in and around the garage area. It is now being analyzed at the U.S. Treasury office in St. Paul, Minn.

The injured man-William Joyce-is the father of three sons and two daughters. He is the owner of Pine Tree Communications, Cable TV firm in Minocqua, as well as president of the Village Cable TV in Joliet, and former head of the Joyce Bottling Co. of Joliet, which was founded by his grandfather, John Joyce.

Thomas Joyce is president of the Chicago 7-Up Bottling Co. The Minocqua residence where the explosion occurred is owned by the Joyce Beverage Inc., and is used by 7-Up officials for meetings.

Law enforcement officials have now been able to piece together at least some of the events of Friday evening, Aug. 12, and the early morning hours of Saturday.

Two men apparently flew from Illinois to Minocqua, arriving at the Lakeland Airport north of Woodruff sometime soon after midnight on Saturday. However, as far as can be learned, a flight plan was never filed with the FAA. According to Noble Lee, airport manager, nobody was at the airport at that hour of the night, so exact time of arrival could not be determined.

Lee further reported that the baggage door on the plane was left wide open, and the cabin door was partly ajar. Authorities are investigating whether the bomb which exploded at the Joyce estate may have been flown to Minocqua from Illinois.

It has now been learned that John Goltz of Woodruff, an employee of Pine Tree Communications, was called on Friday and instructed to pick up William Joyce, Jr. and another person at the Lakeland Airport at 12:30 a.m. Saturday. He had frequently been called to pick up people and deliver them to the Joyce estate during his past years of employment with the area cable TV firm.

After picking up Joyce and an unidentified man and transporting them to the Thomas Joyce residence, Goltz

(Continued on Page 15)

78040012506

Bombing...

(Continued from Page 4)

was instructed to wait in his car a distance away. Joyce and the other man then went down toward the garage, carrying an object which Goltz had told the police he thought could have been his flashlight, taken from the console of his car.

The garage is located across the road and about 200 feet from the Joyce residence.

After about a 20-minute wait, Goltz heard a loud explosion and drove down by the garage and saw smoke and damage to the structure. He looked and saw nothing moving. He then returned to town, called a friend, and then called the Minocqua police, who went to the scene of the blast.

Ironically, Goltz' call was the only such one notifying police of the explosion. None of the residents of homes in the immediate area, nor the Joyces, reported the incident to police.

Upon arriving at the scene of the bomb blast, police found the dead man lying outside the shattered garage wall. Joyce, unable to hear or see, and apparently in shock, had been wandering around the outside of the garage, holding onto the wall. According to fingerprints on the exterior wall, he apparently had made about two trips around the structure.

Reportedly, an undetermined amount of bills were also scattered on the garage floor and on the ground outside.

An automobile parked inside the four-car garage, belonging to Tom Joyce, was only slightly damaged. The blast had knocked all four hub caps off the vehicle.

After getting William Joyce to the hospital for medical

August 18, 1977 — Lakeland Times — Page 15

attention and summoning both the Minocqua Fire Department and the Oneida County Coroner's office, investigation of the explosion began, with local, county, state and federal authorities still trying to piece together all the facts surrounding the incident at press time this Tuesday.

William Joyce still had not been able to make a statement to officials, and the Wisconsin Crime Lab in Madison was still trying to learn the identity of the dead man from fingerprints, dental records, etc.

There have been reports that the explosion was the result of a dispute within the Joyce family, but law enforcement officials would neither confirm nor deny those reports. There have been no charges filed. The plane has been searched at the airport.

It has been learned that two lawsuits involving William Joyce, Jr., are pending in Will County Circuit Court, Joliet, Ill. In 1976, Joyce filed a \$8 million slander suit against his uncle, John M. Joyce of New Rochelle, N.Y., who has been affiliated with the New York 7-Up Co.; and James T. Norris, a retired executive with the Illinois 7-Up Bottling Co. John Joyce is the father of Thomas Joyce.

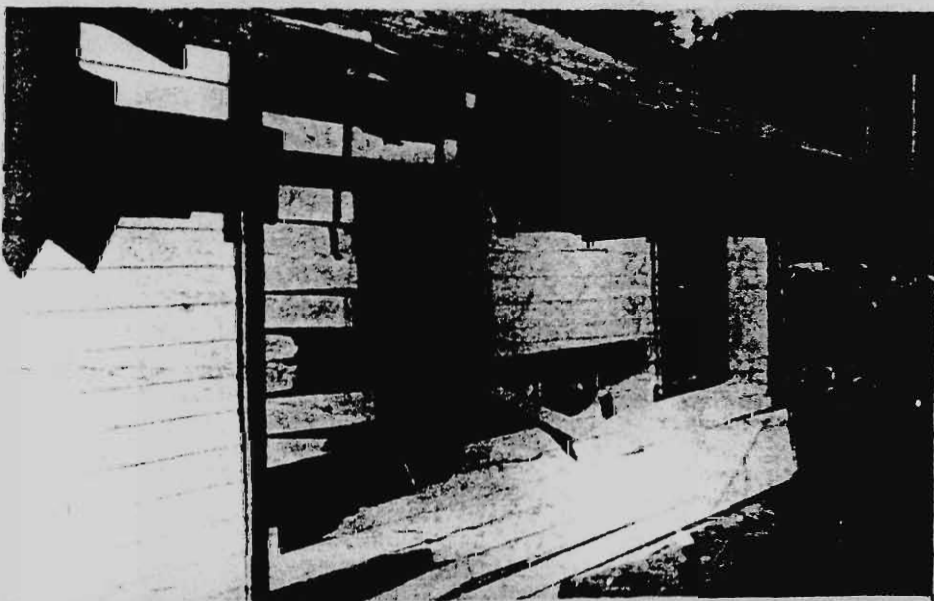
The second suit was filed by the Illinois 7-Up Bottling Co., which was formerly known as the Joyce 7-Up Bottling co., in May of this year. The Illinois firm asked Joyce for \$1 million in punitive damages, plus \$99,150 that the suit alleges Joyce paid out for fictitious bills. The suit also asks \$175,000 allegedly paid as salaries and bonuses from 1970-76.

Nobody other than the unidentified dead man and William Joyce were injured by the explosion.

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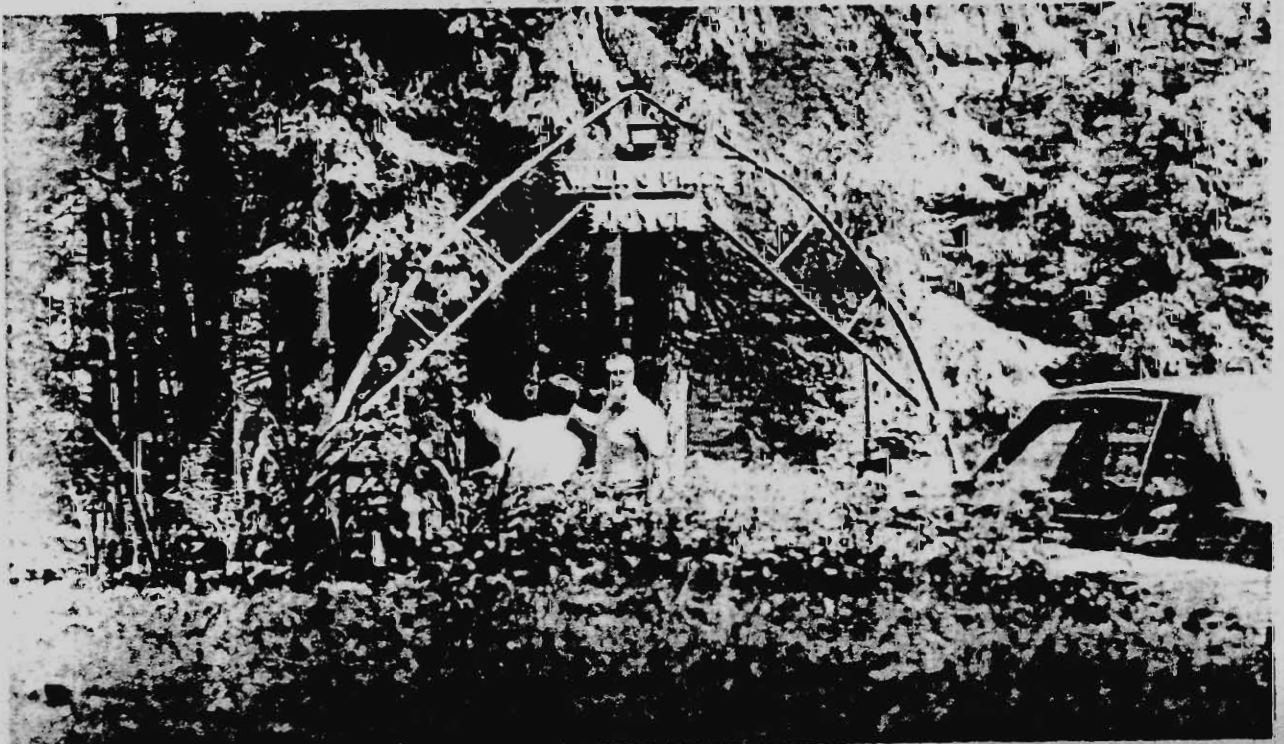


INJURED MAN'S MARKS . . . Blood stains show where the injured William Joyce, Jr. apparently held onto the garage at the Joyce estate, as unable to see or hear, he continued to go around the structure until authorities arrived. —Times Photo.



BODY THROWN THROUGH . . . An exterior shot shows the garage following the explosion early Saturday morning, Aug. 13. The body of the man who is still unidentified was found lying on the ground just below the gaping hole.

—Times Photo



AUTHORITIES INVESTIGATE . . . Law enforcement authorities are shown as they investigate the ap-

parent bomb explosion at the Joyce's "Walk O' Pines" estate on Lake Minocqua. —Times Photo.

LEGAL NOTICES

IN THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS
County Department, Juvenile Division
In the interest of No. 75-0216
JOSE ALAMO, a minor
Born 3-20-51

Son of Saturnino Alamo

NOTICE BY PUBLICATION

NOTICE IS GIVEN YOU, SATURNINO
AND ANGELO ALAMO, respondents, and
to all whom it may concern, that on July 27,
1977, a petition was filed under the Juvenile
Court Act by Agnes Pistonek in this court
and that in the courtroom of Judge Mary
Houston in COOK COUNTY JUVENILE
COURT, 1100 S. Hamilton, Chicago, Illinois,
on September 16, 1977, 9:00 A.M., or as soon
thereafter as this case may be heard, an
adjudicatory hearing will be held upon the
petition to have the minor declared to be a
ward of the court and for other relief under
that Act. The court has authority in this case
to take from you the custody and guardianship
of the minor.

UNLESS YOU appear at the hearing and
show cause to the contrary, AN ORDER OR
JUDGMENT BY DEFAULT MAY BE ENTERED
AGAINST YOU FOR THE RELIEF
ASKED IN THE PETITION.

MORGAN M. FINLEY
Clerk of court 8-5-77

IN THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS
County Department, Juvenile Division
In the interest of No. 75-0216
SEDRICK THOMAS, a minor
Born 1-5-75

Son of Rochelle Thomas

NOTICE BY PUBLICATION

NOTICE IS GIVEN YOU, ROCHELLE
THOMAS AND ALL WHOM IT MAY CONCERN,
respondents, that on July 27, 1977, a
petition was filed under the Juvenile Court
Act by Agnes Pistonek in this court and that
in the courtroom of Judge Mary Houston in
COOK COUNTY JUVENILE COURT, 1100 S.
Hamilton, Chicago, Illinois, on September
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as this case may be heard, an adjudicatory
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court and for other relief under that Act.
The court has authority in this case to take
from you the custody and guardianship of
the minor, and to appoint a guardian with
power to consent to adoption of the minor if
the petition so requests.

UNLESS YOU appear at the hearing and
show cause to the contrary, AN ORDER OR
JUDGMENT BY DEFAULT MAY BE ENTERED
AGAINST YOU FOR THE RELIEF
ASKED IN THE PETITION.

MORGAN M. FINLEY
Clerk of court 8-5-77

IN THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS
County Department, Juvenile Division
In the interest of No. 77-8558
GERMAIN SMITH, a minor
Born 5-15-76

Son of Janet Smith

NOTICE BY PUBLICATION

NOTICE IS GIVEN YOU, JOHN SMITH,
respondents, and to all whom it may concern,
that on August 6, 1977, a petition was
filed under the Juvenile Court Act by Agnes
Pistonek in this court and that in the courtroom
of Judge Mary Houston in COOK
COUNTY JUVENILE COURT, 1100 S. Hamilton,
Chicago, Illinois, on September 23, 1977,
9:00 A.M., or as soon thereafter as this case
may be heard, an adjudicatory hearing will
be held upon the petition to have the minor
declared to be a ward of the court and for
other relief under that Act. The court has
authority in this case to take from you the
custody and guardianship of the minor.

UNLESS YOU appear at the hearing and
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Clerk of court 8-5-77

IN THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS
County Department, Juvenile Division
In the interest of No. 77-8566
LEROY SMITH, a minor
Born 10-25-71

Son of Janet Smith

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Wisconsin bombing victim is unidentified

Special to The Daily News

MINOCQUA, Wis. — State
crime laboratory technicians
Monday were attempting to
identify a man killed Saturday
in a bomb blast on the estate
of Thomas P. Joyce, president
of 7-Up Bottling Co. of Chicago.

LEGAL NOTICES

CITY OF CHICAGO
DEPARTMENT OF URBAN RENEWAL
AUGUST 12, 1977

The City of Chicago, Department of Urban
Renewal invites sealed bids from qualified,
responsible contractors for Rehabilitation
work on a 2 Unit, 4 Story, Brick Building in
the vicinity of 2500 West North Ave., Chicago,
Illinois.

Bids will be received by the Department of
Urban Renewal until 11:00 A.M., AUGUST 26,
1977, at the Central Office, located at 320
North Clark Street, Chicago, Illinois—Room
504.

For further information, and to obtain bid
documents, please contact Dept. of Urban
Renewal, 320 North Clark St., Room 504,
Telephone 744-3137.

General Contractors only, who are not on
the Approved Bid List may obtain a "Contractor's
Application Form" by either stopping
in/calling at the above mentioned
number. This will constitute the first step in
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DEPARTMENT OF URBAN RENEWAL
AUGUST 12, 1977

The City of Chicago, Department of Urban
Renewal invites sealed bids from qualified,
responsible contractors for Rehabilitation
work on a 1 Unit, 1 Story, Brick House in
the vicinity of 5200 South Drexel, Chicago, Illinois.

Bids will be received by the Department of
Urban Renewal until 11:00 A.M., AUGUST 26,
1977, at the Central Office, located at 320
North Clark Street, Chicago, Illinois —
Room 504.

For further information, and to obtain bid
documents, please contact Dept. of Urban
Renewal, 320 North Clark St., Room 504,
Telephone 744-3137.

General Contractors only, who are not on
the Approved Bid List may obtain a "Contractor's
Application Form" by either stopping
in/calling at the above mentioned
number. This will constitute the first step in
qualifying placement on the Approved Bid
List.

CITY OF CHICAGO
DEPARTMENT OF URBAN RENEWAL
AUGUST 12, 1977

The City of Chicago, Department of Urban
Renewal invites sealed bids from qualified,
responsible contractors for Rehabilitation
work on a 1 Unit, 1 Story, Frame House in
the vicinity of 204 West 12th St., Chicago,
Illinois.

Bids will be received by the Department of
Urban Renewal until 11:00 A.M., AUGUST
26, 1977, at the Central Office, located at 320
North Clark Street, Chicago, Illinois —
Room 504.

For further information, and to obtain bid
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Renewal, 320 North Clark St., Room 504,
Telephone 744-3137.

General Contractors only, who are not on

Critically injured in the blast
was William Joyce Jr., 37, of
Joliet, Thomas Joyce's cousin.
He was being treated in the
burn center at St. Mary's Hospital,
Milwaukee.

Cneida County Sheriff Jack
D. Phillips said he did not
know the motive for the
bombing in the four-car garage
on the estate northwest of
Rhinelander.

Agents from the Justice Department,
FBI and the Treasury Department were assisting
in the investigation.

Asst. Dist. Atty. Steven Cray
said he believes the bombing
was business-related, but he
did not explain further.

Jeannette Lenygon rites set

Services will be private for
Jeannette Lenygon, 99, one of
the country's foremost interior
decorators.

Mrs. Lenygon died Saturday
in the Swedish Retirement
Home, 2320 Pioneer Rd., Evanston,
where she had lived for
two years.

Mrs. Lenygon was the widow
of Francis Henry Lenygon,
founder of Lenygon and Morant
Inc., interior decorators of
New York and London. She
redesigned the White House
library during the Kennedy administration
and redecorated
New York City's Gracie Mansion
during John Lindsay's
term as mayor.

There were no immediate
survivors.

Joseph Epstein

Services for Joseph Epstein,
president of a scrap paper
firm, will be at 11 a.m. Tuesday
at Anshe Emet Synagog,
3760 N. Pine Grove.

Mr. Epstein, 57, died Saturday
at Northwestern Memorial
Hospital. He lived at 3500 N.
Lake Shore Dr.

He was president of Continental
Paper Grading Co., 1623
S. Lumber.

Survivors include his wife,
Gayola; a son, Jeremy; a
daughter, 23, and a son-in-law.

Joyce's nephew hurt in Wisconsin blast

Continued from page one
and local authorities were investigating the cause of the blast, which ripped through the garage from outside, destroying six windows of the four-car garage, police said. The apparent bomb had been placed along the outside edge of the garage.

"We do not know what type of explosion it was. We are assuming at this time it was set, rather than some-

thing like a hot water heater," Jack Bergman, a sergeant in the Oneida County sheriff's office, told the Associated Press.

Thomas Joyce, president of Chicago Seven-Up, was reportedly sued last spring by stockholders of the company for misappropriating company assets for his own personal use.

According to Associated Press reports, the Illinois

Seven-Up Bottling Co., which took over Joyce Bottling Co. in May, 1976, has also filed a lawsuit against William Joyce Jr., the critically injured man, to restore funds he allegedly misappropriated while he was president of Joyce Bottling Co.

The lawsuit asks for \$1 million in punitive damages, plus \$99,150, which the plaintiffs say the Joyce firm paid out for fictitious bills. It also asks \$175,000 in salaries and bonuses from 1970 to 1976.

A third lawsuit was allegedly filed against John Joyce Jr. by his brother William Joyce, Joyce Beverages' largest stockholder, for conspiring to defraud the stockholders and seize control of the company through a 1973 reorganization of a group of bottling companies. The status of the reported lawsuits could not be determined Saturday night.

John Joyce Jr. could not be reached Saturday night, because a family member said he was "resting" at his home at Forest Circle.

At the Thomas Joyce residence, near where the explosion occurred, the family was said to be not at home. Later the Oneida sheriff's office said the house had no phone connected.

Joyce's nephew injured in blast

A nephew of John Joyce Jr. of New Rochelle the chairman of the board of Joyce Beverages, Inc. was critically injured Saturday in an explosion in Minocqua, Wis., which police believe was caused by a bomb. An unidentified man was killed in the explosion.

Assistant District Attorney Stephen Cray of Oneida County, Wis., said the incident appears to be "commercial or business-oriented."

The explosion occurred at about 2:10 Saturday morning in a private garage adjacent to the home of John Joyce's son, Thomas, in Minocqua.

A deputy in the Oneida sheriff's office said Thomas was apparently not injured by the explo-

sion, and that the unidentified dead man appeared not to have been a member of the Joyce family.

Police said they would use dental records in an attempt to identify the victim, whose body had been blown apart in the explosion.

William Joyce Jr., 37, of Joliet, Ill., was rushed to the St. Mary's Hospital Burn Center in Milwaukee, where he underwent surgery. He has been president of Joyce Bottling Co., a subsidiary of the Chicago Seven-Up Bottling Co., and is now head of a cable television company.

The Federal Bureau of Investigation, and state

Please turn to back
page of this section

78040042511

Bottling magnate's son hurt in Midwest blast

A nephew of New Rochelle soft-drink bottling magnate John Joyce Jr. was seriously injured in an explosion at a remote family retreat in northern Wisconsin Saturday morning.

An unidentified man was killed in the blast,

which ripped through a garage next to the Minocqua, Wis., home of Joyce's son, Thomas.

Police said a bomb may have been the cause of the blast.

William Joyce Jr., 37, of Joliet, Ill., was rushed to the St. Mary's Hospital Burn Center in Milwaukee, where he underwent surgery. His condition late Saturday was unknown. He formerly was president of Joyce Bottling Co., a sub-

sidiary of the Chicago Seven-Up Bottling Co.

The dead man apparently was not a member of the Joyce family. Police in Oneida County, Wisconsin, said they would use dental records to try to establish his identity.

78040042512

Joyce nephew hurt in blast

A nephew of New Rochelle soft-drink bottling magnate John Joyce Jr. was seriously injured in an explosion at a remote family retreat in northern Wisconsin Saturday morning.

An unidentified man was killed in the blast, which ripped through a garage next to the Minocqua, Wisc., home of Joyce's son, Thomas.

Police said a bomb may have been the cause of the blast.

William Joyce Jr., 37, of Joliet, Ill., was rushed to the St. Mary's Hospital Burn Center in Milwaukee, where he underwent surgery. His condition late Saturday was unknown. He formerly was president of Joyce Bottling Co., a subsidiary of the Chicago Seven-Up Bottling Co.

The dead man apparently was not a member of the Joyce family. Police in Oneida County, Wisconsin, said they would use dental records to try to establish his identity.

Federal and state officials have joined in the investigation of the blast.

The Joyce family has been involved in a number of lawsuits dealing with

control of their multi-firm beverage bottling operation.

Thomas Joyce, president of Chicago Seven-Up, reportedly was sued last spring by stockholders for allegedly misappropriating company assets.

The Associated Press reported that the Illinois Seven-Up Bottling Co., which took over Joyce Bottling Co. last May, has recently filed a suit against William Joyce Jr. — the injured man — seeking restoration of funds allegedly misappropriated while he was president of Joyce Bottling.

John Joyce Jr., chairman of the board of yet another firm, Joyce Beverages, Inc., also was a defendant in a suit brought by his brother, William, the largest stockholder in Joyce Beverages. The suit charged that the New Rochelle resident conspired to defraud the stockholders and seize control of the company through a reorganization in 1973 of a group of bottling companies.

The outcome of the lawsuits is not known.

78040012513

Former Seven-up executive

AUG 14 1977

William Joyce Jr. hurt in blast

By Jim Podgers
and Pat Sullivan

Herald-News Writers

MINOCQUA, Wis.—An explosion, apparently caused by a bomb, killed one man Saturday morning and critically injured William Joyce Jr., 37, of Joliet, a former Seven-Up executive.

He was in critical condition after surgery Saturday night at St. Mary's Hospital Burn Center in Milwaukee. He was suffering from surface burns and severe eye injuries and possible ear injuries. He was transferred to the Milwaukee hospital from Howard Young Medical Center in Woodruff.

The dead man had not been identified Saturday night. Police said he was blown apart and the body parts were sent to the Wisconsin crime lab.

Police said they stopped the investigation at 10 p.m. Saturday because it was too dark to search for evidence. The investigation was to re-



Minocqua, a resort area in northern Wisconsin, was the site of an explosion Saturday morning that killed one man and critically injured William Joyce Jr. of Joliet. The town has a permanent population of about 5,000 and a seasonal population of about 40,000.

sume this morning. The FBI and other federal officials have been

called to aid state and local police.

The blast occurred about 2:10 a.m. in a garage at the Thomas Joyce residence here. Thomas Joyce, president of the Chicago Seven-Up Bottling Co., is a cousin of William Joyce Jr. The residence is used occasionally by the Seven-Up Bottling Co. as a resort for employees and for sales seminars.

Minocqua is a resort town in northern Wisconsin. It has a permanent population of 5,000 and a seasonal population of 40,000.

Investigators do not know why William Joyce Jr. was at the residence.

William Joyce Jr. is president of Village Communications, a cable television firm operating in Joliet, Romeoville and Bolingbrook. He is a former executive vice president of the former Joyce Seven-Up Bottling Co., now known as Illinois Seven-Up Bottling Co.

The firm filed a lawsuit against William Joyce Jr. in May charging he devised a scheme to defraud the

firm and seeking \$1 million in damages.

A \$6 million slander suit was filed last year by William Joyce Jr. against James T. Norris and John M. Joyce, Thomas Joyce's father.

According to sources, William Joyce Jr. left Joliet Municipal Airport Friday evening, arriving in Minocqua sometime after 9 p.m. A Joliet Airport spokesman said Joyce was at the airport Friday, but was not seen taking off. No flight plans were filed.

Officials in the Minocqua airport said that the Joyce plane landed sometime after 9 p.m. Friday but no one saw the landing.

The plane is owned by Max Weers and Dr. F. K. Bowser. Bowser said he and Weers bought the plane from Joyce and agreed he could use it when he wanted.

William Joyce Sr., chairman of the board of National Bank of Joliet, said he did not know where his son was going.



WILLIAM JOYCE JR.

Joliet Herald News
Sunday Aug. 14 1977

Third man involved in Joyce bombing

AUG 16 1977
AUG 15 1977

MINOCQUA, Wis. — Police are withholding the identity of a man who met William Joyce Jr. of Joliet at an airport near here early Saturday morning and drove him to the site of a 2:10 a.m. bombing in which one man was killed.

The identity of the dead man also remained unknown today.

Meanwhile, Joyce was in critical condition today at St. Mary's Hospital burn center in Milwaukee. His wife Dorothy was at his bedside. A

spokesman said Joyce has multiple injuries including extensive burns about the face. Internal wounds and other wounds are as serious as the burns, the spokesman said.

Joyce was wounded in an explo-

sion in the garage at the Thomas Joyce lakeside home near here. The home is owned by Joyce Beverage Inc. and used for various company functions. The unidentified man was killed in the blast that shattered windows in the garage.

Fingerprints are being taken from a hand of the man killed in the blast. His other hand was blown off. He is described as about 185 pounds, six feet tall, about 50 years old with brownish hair.

A set of Lincoln-Mercury keys from Gregg Motor Sales, Inc., a Joliet auto agency, was found in the debris. The keys could have belonged to Joyce, officials said.

Local police and federal authorities are trying to determine the type of explosives in the blast. They also hope to have the dead man identified by Tuesday, although part of his face was a blown away.

William and Thomas Joyce are cousins. William is a son of William Sr. of Joliet. Thomas is a son of John Joyce. Both are grandsons of the late John M. Joyce, who founded the 7-Up firm in Joliet that developed into the national soft drink company. Many members of the Joyce family rose to prominence in the firm.

Steve Cray, Oneida County assistant district attorney, said the incident appeared to be "commercial or business-orientated." He said the man who met Joyce at the airport is not in custody. He is not being identified at the request of the driver and his attorney "for fear of retribution from the Joyce family."

Cray would not say whether the driver was a material witness. If charges are filed the name will be released. But Cray said authorities

want to talk to William Joyce before considering charges against the driver.

Two lawsuits are pending in Will County Circuit Court involving the Joyce business and William Joyce.

Joyce, the father of five, is president of Village Communications, a cable television firm in Joliet, Romeoville and Bolingbrook. He is a former executive vice president of the Illinois 7-Up Bottling Co. and Joyce Associates, Inc.

He has filed a \$6 million slander suit against John M. Joyce and James T. Norris, a retired executive of the Joliet firms. The suit seeks \$1 million compensation and \$5 million in damages for remarks made in July 1976 to Joyce Bottling Co. employees. The suit claims Norris and John M. Joyce knew the remarks were false, or were recklessly disregarding the truth. Joyce said in the suit that he was forced to resign as vice president and director of the firm and two subsidiaries and that it has had an adverse effect on his ability to obtain bank loans.

Associate Judge Thomas Vinson recently denied a motion to dismiss the slander suit. A hearing on motions in the case was held last week.

Also pending is a suit filed in May against William Joyce Jr. seeking more than \$1 million for breach of trust. That suit asks reimbursement of \$99,150 for alleged fictitious bills paid through the company for services the firm contends were for Joyce's personal use. Punitive damages of \$1 million are asked. The bills included alleged payments to travel agencies and gasoline companies, among others. The suit charges that Joyce devised a scheme to defraud the company.

Joliet Herald News
Monday, Aug. 15, 1977

7804004251

7 8 0 4 0 10 4 2 5 1 6 77
Joliet Herald News
Sunday Aug 14 1977

Condition of William Joyce Jr. improved

AUG 16 1977

MILWAUKEE, Wis. — William Joyce Jr., 37, of Joliet, burned and injured in a Saturday bomb explosion at Minocqua, Wis., showed some improvement today at St. Mary's Hospital here.

Authorities said Joyce was taken off the critical list in the burn center and is in serious condition.

"His sight is affected, but extent of damage won't be determined for several weeks," said a hospital spokesman.

Joyce was injured and a man, still unidentified, was killed in the explosion on property housing the Joyce Beverage Inc. home occupied by a cousin, Thomas Joyce. The estate is used for various company functions.

A third man, described only by Minocqua authorities as a middle-aged Minocquan, met Joyce and the yet unidentified dead man at the Lakeland County Airport in Woodruff late Friday or early Saturday. He drove them to the Joyce property 30 miles away in the area of palatial summer homes.

A spokesman from the St. Paul Minn. office of the U. S. Treasury Alcohol, Tobacco and Firearms Division, said debris collected at the scene indicates the bomb went off outside the garage. It exploded in the hand of the dead man, blowing off his hand and part of his face. Part of the back wall and the front doors of the four-car frame garage were knocked out by the early morning blast. Flying debris slightly damaged two cars in the garage, which is across a road from the Joyce house.

Oneida County Ast. Dist. Atty. Steve Cray declined to identify the man who met Joyce at the airport and who apparently was at the scene when the explosion occurred at 2:10 a.m. Saturday.

Cray said the man and his lawyer asked anonymity, because of "fear of reprisal from the Joyce family," according to Cray. He said if the man is charged, his identity will be released. Cray added that authorities want to talk with William Joyce Jr. before making that determination.

Doctors treating Joyce said he suffered severe head and chest injuries including the possible eye damage.

Joyce, president of Village Cable TV of Bolingbrook, Romeoville and Joliet and former executive vice president of the Illinois 7-Up Bottling Co. and Joyce Associates Inc. is involved in two lawsuits over

company matters.

He filed a \$6 million slander suit against his uncle, John M. Joyce Jr., of Rochelle, N.Y., and James T. Norris, a retired executive of the Joliet firms. John is Thomas' father. The suit says remarks in July 1976 to Joyce Bottling Co. employees were false or recklessly disregarded the truth.

Chicago Tribune
Sunday, Aug 14, 1977

AUG 14 1977

1 killed, 1 injured in garage blast

MINOCQUA, Wis. [AP]—One man was killed and another injured in an explosion Saturday morning at the garage of the lakeside home of Thomas Joyce of Joliet, Ill., police said.

Authorities said they were unable to determine the identity of the person killed because the body was torn apart in the explosion.

William Joyce Jr., 37, of Joliet, Ill., former head of Joyce Bottling Co. of Joliet, was taken to St. Mary's Hospital Burn Center in Milwaukee, where he is reported in critical condition after undergoing surgery.

Federal, state, and local authorities are investigating the cause of the blast in the four-car garage.

"BY ALL appearances, it was a bomb," said Minocqua Fire Chief Larry Bosacki.

"We do not know what type of explosion it was," said Sgt. Jack Bergman of the Oneida County Sheriff's Department. "We are assuming at this time that it was set, rather than being caused by something like a hot water heater."

The explosion broke windows in the garage, which is across a road from the Joyce house on Minocqua Lake, about three miles northeast of here.

OFFICIALS blocked off the area around the house and searched for evidence.

Oneida County Assistant District Atty. Steve Cray said the incident appears to be "commercial or business-oriented."

Illinois 7-Up Bottling Co., which took over Joyce Bottling May 5, 1976, has filed a suit against William Joyce Jr. asking \$1 million in punitive damages plus \$99,500 that the suit says the Joyce firm paid for fictitious bills. The suit also asks \$175,000 in salaries and bonuses from 1970 through 1976.

Thomas Joyce is a cousin of William Jr.

Blast Kills 1 on Minocqua Estate

Feds Called In, Bomb Suspected

MINOCQUA — One person was killed and another injured early this morning in an explosion, apparently caused by a bomb, at a garage on the Joyce family estate here.

The names of the dead and injured were not released as of 10:30 a.m. this morning.

"By all appearances it was a bomb," Minocqua Fire Chief Larry Bosacki told the Associated Press. Minocqua Police and Oneida County deputies have been called into the investigation of the fatal explosion, which occurred at 2:10 a.m. on Country Club Rd. on Lake Minocqua.

Oneida County deputies said state and federal agencies have been notified of the explosion.

The Oneida County coroner's office said deputy coroner Dan Jahr was in Minocqua this morning investigating the fatality. Coroner Robert Gates is on vacation.

The estate is owned by John Joyce III, John Jr., Thomas, William and William Joyce Jr., sources said. The Joyces have financial interests in a soft drink bottling company.

Bosacki said the fire department was called shortly after 2 a.m. and remained on the scene for two hours helping look for evidence. He said there was no fire.

The injured victim reportedly was flown to the Milwaukee burn center. Reportedly, he was missing an arm as well as suffering from severe burns.

A fireman at the scene said the rear of the garage had been blown out and the dead man along with it.

780400042513

C.Hgo. TRIB. 8/17/77

1 killed, Joliet exec is injured in blast

MINOCQUA, Wis. [AP]—One person was killed and another injured Saturday in an explosion at the garage of the lakeside home here of Thomas Joyce of Joliet, Ill., police said.

The identity of the person who was killed was not immediately known. William Joyce Jr., 37, of Joliet former head of Joyce Bottling Co. of Joliet was rushed to St. Mary's Hospital Burn Center in Milwaukee for treatment.

Thomas Joyce is a cousin of William Jr.

Federal, state, and local authorities were investigating the cause of the blast.

"By all appearances it was a bomb," Minocqua Fire Chief Larry Bosacki said.

SGT. JACK Bergman of the Oneida County Sheriff's Department said: "We do not know what type of explosion it was. We are assuming at this time it was set, rather than something like a hot-water heater."

The condition of Joyce, now president

of Village Cable TV in Joliet, is still being evaluated, said Kent Simon, a nursing supervisor.

Joyce suffered cuts and bruises from flying debris and a small amount of burns. His sight and hearing are being checked and he is being examined for possible internal injuries from the blast concussion, Simon said.

THE EXPLOSION broke windows in the green and white frame garage, large enough for about four cars. It is across a road from the Joyce house on Minocqua Lake 3 miles southeast of here.

Officials blocked off the area around the house while they looked for evidence.

Illinois 7-Up Bottling Co., which took over Joyce Bottling on May 5, 1976, has filed a lawsuit against William Joyce Jr., asking \$1 million in punitive damages plus \$99,150 that the suit says the Joyce firm paid out for fictitious bills. It also asks \$175,000 in salaries and bonuses from 1970 through 1976.

1 Injured, 1 Dead in Minocqua Blast

MINOCQUA — One unidentified man is dead and another is in critical condition and possibly blind as a result of an explosion which occurred 2:10 a.m. today at the Thomas Joyce residence here, authorities reported.

Injured in the blast was William Joyce, Jr., 37, of Joliet, Ill., who was first taken to Howard Young Medical Center, Woodruff, and then to the St. Mary's Burn Center, Milwaukee.

Kent Simon, a clinical supervisor for the Milwaukee hospital, said that until further tests have been made, Joyce will be listed in critical condition. He is suffering from a blast concussion over his entire body and cinder tattooing, which means he received surface burns from the hot cinders of the explosion. Simon said medical personnel also suspect he was blinded by the explosion and suffered partial loss of hearing.

Authorities have not yet released the name of the victim killed by the explosion.

The Thomas Joyce residence is

used occasionally by the 7-Up Company as a resort for employees and as a site for sale seminars. William Joyce, Jr., apparently visited the home since his name and phone number are listed at this residence.

While at the scene of the explosion, one firefighter said he suspected a bomb had gone off. The explosion ripped a hole in a multi-vehicle garage at the Joyce residence. The victim apparently was thrown through the hole and flung against the side of a nearby vertical hill about two yards from the garage.

The estate is owned by John Joyce III, John Jr., Thomas, William and William Joyce, Jr. They have financial interests in the 7-Up Bottling Company.

Investigating the case are the Oneida County Sheriff's Department, and Minocqua police officers. State and federal law enforcement agencies have been notified. Sheriff Jack Phillips said representatives from the Division of Alcohol, Tobacco and Fire Arms will inspect the scene of the explosion.



Local law enforcement authorities and firefighters examine the site of an explosion which killed one man (on ground in center of photo) and critically injured another early Saturday morning. William Joyce, Jr., of

Joliet, Ill., was taken to St. Mary's Burn Center, Milwaukee, for treatment. The explosion occurred in a multi-vehicle garage. (Daily News Photo by Tom Michele)



The Joliet

HERALD-NEWS

SUNDAY, AUGUST 14, 1977

a Copley Newspaper

Former Seven-up executive

William Joyce Jr. hurt in blast

By Jim Podgers
and Pat Sullivan

Herald-News Writers

MINOCQUA, Wis.—An explosion, apparently caused by a bomb, killed one man Saturday morning and critically injured William Joyce Jr., 37, of Joliet, a former Seven-Up executive.

He was in critical condition after surgery Saturday night at St. Mary's Hospital Burn Center in Milwaukee. He was suffering from surface burns and severe eye injuries and possible ear injuries. He was transferred to the Milwaukee hospital from Howard Young Medical Center in Woodruff.

The dead man had not been identified Saturday night. Police said he was blown apart and the body parts were sent to the Wisconsin crime lab.

Police said they stopped the investigation at 10 p.m. Saturday because it was too dark to search for evidence. The investigation was to re-



Minocqua, a resort area in northern Wisconsin, was the site of an explosion Saturday morning that killed one man and critically injured William Joyce Jr. of Joliet. The town has a permanent population of about 5,000 and a seasonal population of about 40,000.

sume this morning. The FBI and other federal officials have been

called to aid state and local police.

The blast occurred about 2:10 a.m. in a garage at the Thomas Joyce residence here. Thomas Joyce, president of the Chicago Seven-Up Bottling Co., is a cousin of William Joyce Jr. The residence is used occasionally by the Seven-Up Bottling Co. as a resort for employees and for sales seminars.

Minocqua is a resort town in northern Wisconsin. It has a permanent population of 5,000 and a seasonal population of 40,000.

Investigators do not know why William Joyce Jr. was at the residence.

William Joyce Jr. is president of Village Communications, a cable television firm operating in Joliet, Romeoville and Bolingbrook. He is a former executive vice president of the former Joyce Seven-Up Bottling Co., now known as Illinois Seven-Up Bottling Co.

The firm filed a lawsuit against William Joyce Jr. in May charging he devised a scheme to defraud the

firm and seeking \$1 million in damages.

A \$6 million slander suit was filed last year by William Joyce Jr. against James T. Norris and John M. Joyce, Thomas Joyce's father.

According to sources, William Joyce Jr. left Joliet Municipal Airport Friday evening, arriving in Minocqua sometime after 9 p.m. A Joliet Airport spokesman said Joyce was at the airport Friday, but was not seen taking off. No flight plans were filed.

Officials in the Minocqua airport said that the Joyce plane landed sometime after 9 p.m. Friday but no one saw the landing.

The plane is owned by Max Weers and Dr. F. K. Bowser. Bowser said he and Weers bought the plane from Joyce and agreed he could use it when he wanted.

William Joyce Sr., chairman of the board of National Bank of Joliet, said he did not know where his son was going.



WILLIAM JOYCE JR.

78040042521
CHICAGO DAILY NEWS, Monday, August 13, 1977

Wisconsin bombing victim is unidentified

Special to The Daily News

MINOCQUA, Wis. — State crime laboratory technicians Monday were attempting to identify a man killed Saturday in a bomb blast on the estate of Thomas P. Joyce, president of 7-Up Bottling Co. of Chicago.

Critically injured in the blast was William Joyce Jr., 37, of Joliet, Thomas Joyce's cousin. He was being treated in the burn center at St. Mary's Hospital, Milwaukee.

Oneida County Sheriff Jack D. Phillips said he did not know the motive for the bombing in the four-car garage on the estate northwest of Rhinelander.

Agents from the Justice Department, FBI and the Treasury Department were assisting in the investigation.

Asst. Dist. Atty. Steven Cray said he believes the bombing was business-related, but he did not explain further.

Joliet exec linked to blast at Joyce estate

MINOCQUA, Wis. (UPI) — A Minocqua resident has told authorities he drove two men to the scene of a fatal bombing Saturday at the estate here of Thomas Joyce, a soft-drink company executive.

In an affidavit filed with the Oneida County clerk of courts, John Goltz said he drove William Joyce Jr. of Joliet, Ill., who is Thomas Joyce's cousin, and another man from Lakeland Airport to the estate. He said the two went into a garage on the property and spent about 20 minutes there before the blast.

William Joyce was injured and the unidentified man killed when they went back to the garage as the bomb exploded. The Illinoisan was listed in fair condition Thursday in St. Mary's Hospital in Milwaukee.

Goltz, an employee of the Pine Tree Communications Co., which is partially owned by William Joyce, said the Illinoisan was carrying an unidentified object when he walked to the garage.

Thomas Joyce has told authorities that he was not on speaking terms with his cousin and that William did not have permission to be on his property.

Detective Arnold Graveen also reported in the affidavit that he and other officials searched the airplane that carried William Joyce Jr. and the other man to the area. He said they found a piece of paper that may have described a timing device, a black satchel and other items.

"This black satchel and surrounding area may contain the materials used in the construction and use of a device that exploded at the residence of Thomas Joyce," the detective said.

William Joyce Jr. is the former head of the Joyce Bottling Co. in Joliet, which is now part of the Illinois Seven-Up Bottling Co. He is also president of Village Communications in Romeoville. His cousin, Thomas, is head of the New Rochelle Bottling Co. in New York.

7 0 0 4 0 0 4 2 5 2 3



LAW OFFICES
PEDERSEN & HOUP
A PROFESSIONAL CORPORATION
SUITE 3400
180 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601

Mr. David Stein
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

FIRST CLASS MAIL

bcc # 1009

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JOHN K. LOVISON
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W. JEFFREY TULLY
JONATHAN B. GILBERT

RECEIVED
FEDERAL ELECTION
COMMISSION

'77 JUL 28

SUITE 3400
180 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601

AREA CODE 312

641-6888

PLEASE REFER TO FILE NO.

July 22, 1977

772240

Mr. David Stein
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463

Re: MUR 404 (77)

Dear Mr. Stein:

In order to complete our inquiry and prepare and file a response to the complaint filed by William J. Joyce, Jr., we would appreciate receiving a copy of all documentary or additional information furnished to the Commission by the complainant.

In earlier telephone conversations, you informed me that such information had been requested and the complainant's attorneys had represented to the Commission that documentation and other information relating to the complaint would be submitted. Please advise the undersigned when such additional information and documentation will be made available.

Thank you for your cooperation in this matter.

Sincerely,

Sheldon Davidson
Sheldon Davidson

SD/ss

cc: David P. Schippers
William J. Collier, Jr.

78040012524

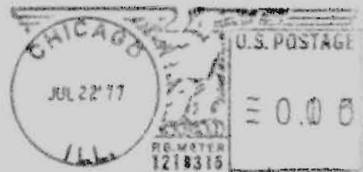
78040012525

LAW OFFICES
PEDERSEN & HOUP
A PROFESSIONAL CORPORATION

SUITE 3400
180 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601

FEDERAL E
COMM
177 JUL 20 AM 9:55

Mr. David p. Stein
Federal Election Commission
1325 K Street N.W.
Washington, D.C. 20463



sec# 896

LAW OFFICES

SCHIPPERS, BETAR, LAMENDELLA & O'BRIEN
79 WEST MONROE STREET - SUITE 801
CHICAGO, ILLINOIS 60603

DAVID P. SCHIPPERS
SAMUEL J. BETAR
JOSEPH A. LAMENDELLA
DENNIS M. O'BRIEN
JOHN W. LONG
PAUL J. PETIT
ANTHONY J. FILOSA
FRANCIS P. CUISINIER
RUSSELL W. HARTIGAN

RECEIVED
FEDERAL ELECTION
COMMISSION
JUL 14 AM 10:21
PHONE 18365617
AREA CODE 312

July 11, 1977

772108

William Oldaker, Esq.
General Counsel
Federal Elections Commission
1325 K Street, N. W.
Washington, D. C. 20463

Re: MUR 404 (77)
Philip A. Schaack;
Illinois Seven-Up Bottling Co.

Dear Mr. Oldaker:

Reference is made to your letter dated June 16, 1977, and the enclosure pertaining to the captioned matter. Please be advised that Mr. Philip A. Schaack, President, Illinois Seven-Up Bottling Company retained our firm to represent him in connection with this matter on July 8, 1977.

Inasmuch as we have had no opportunity whatsoever to review the factual allegations of the complaint or to conduct a review of the documents necessary to familiarize ourselves with the facts and circumstances involved, it will be virtually impossible for us to file a response to the complaint on or before July 11, 1977.

In consequence, we are requesting on behalf of our client, an extension of the time within which we may file a response to the allegations to and including August 15, 1977. In this connection, we understand that Mr. David Stein of your office has previously informed the attorneys representing the corporate respondent that the Commission probably would not have any objection to a reasonable extension of time in which to respond.

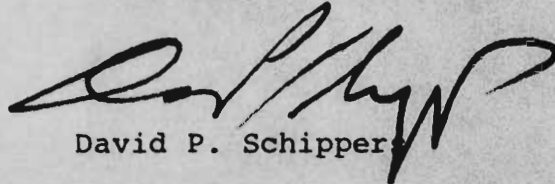
78040012526

William Oldaker, Esq.
July 11, 1977
Page Two

Finally, please be advised that the firm of Schippers, Betar, Lamendella & O'Brien will represent Mr. Schaack in this matter; and will be replacing the firm of Pedersen & Houpt and William J. Collier, Jr., General Counsel, of Joyce Beverages, Inc. and Illinois Seven-Up, as counsel for Mr. Schaack. Correspondence relating to this matter should be directed to the undersigned or to Mr. John W. Long of this firm.

Very truly yours,

SCHIPPERS, BETAR, LAMENDELLA
& O'BRIEN



David P. Schipper

DPS/ss

cc: Sheldon Davidson, Esq.

78040042527

78040042528
SCHIPPERS, BETAR, LAMENDELLA & O'BRIEN

79 WEST MONROE STREET
CHICAGO, ILLINOIS 60603

REG.
FEDERAL ELECTIONS
COMMISSION

'77 JUL 14 AM 10:15



PROCLAIM LIBERTY THROUGH THE LAWS
USA 13c



William Oldaker, Esq.
General Counsel
Federal Elections Commission
1325 K Street, N. W.
Washington, D. C. 20463

864

LAW OFFICES
RECEIVED
FEDERAL ELECTION
COMMISSION
KATTEN, MUCHIN, GITLES, ZAVIS, PEARL & GALLER
4100 MID-CONTINENTAL PLAZA 55 EAST MONROE STREET
CHICAGO, ILLINOIS 60603

77 JUL 10 AM 10:48

GERALD A. GITLES
MELVIN E. PEARL
ALLAN B. MUCHIN
LESLIE SANFORD
GERALD M. PENNER
RICHARD W. WALLER
BERNARD M. LUBELCHER
STEPHEN M. NEUMER
RONALD M. DE KOVEN
STEVEN A. LAMPERT
ALAN S. FINGER
MICHAEL A. REITER
JEFFREY R. WOHLSTADTER

GERALD H. GALLER
MICHAEL WM. ZAVIS
MELVIN L. KATTEN
DONALD E. EGAN
ALAN S. GRATCH
ROBERT L. BROOKS
MICHAEL E. C. MOSS
VICTOR H. BEZMAN
HOWARD M. RICHARD
GARRY LARIN
ALAN M. BERRY
JAMES C. MURRAY, JR.

DAVID ALTMAN
HOWARD A. WEISS
JERRY M. REINSBOFF
HOWARD C. PIZER
OF COUNSEL

CABLE - "ATLAW"

SHELDON I. SANOFF
DAVID A. BRONNER
AVERY DELOTT
STUART E. GRASS
DAVID J. HOCHMAN
BARRY LEVINSKY
NORMAN S. LYNN
NANCY A. PACHER
THOMAS J. PRITZKER
WILLIAM J. SHERIDAN, JR.
ROBERT Y. SPERLING
LEE ANN WATSON
THOMAS R. WECHTER

PETER H. BARROW
ROBERT S. CONNORS
MURRAY LEE GORDON
LEE HARRIS
GARY S. LAWSON
IRVING B. LEVINSON
FLOYD A. MANDELL
DANIEL M. PELLICIONI
VINCENT A. F. SERGI
MICHAEL C. SHINDLER
BENTON C. STRAUSS
HAROLD G. WEINBERG
JACK M. WESOKY

772060

July 7, 1977

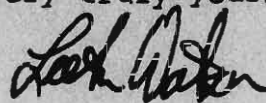
William Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street NW
Washington, D. C. 20463

Re: MUR 404 (77)

Dear Mr. Oldaker:

Enclosed please find a letter from our client, William J. Joyce, Jr., and documents which may be of assistance to you in the above-referenced matter.

Very truly yours,


Lee Ann Watson

LAW/nmr
Enc.

78040012529

RECEIVED
FEDERAL ELECTION
COMMISSION

77 JUL 10 AM 10:48

July 5, 1977

William Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street NW
Washington, D. C. 20463

Re: MUR 404 (77)

Dear Mr. Oldaker:

This letter and the enclosed documents are in response to your requests for additional information with respect to the Complaint that I filed on May 9, 1977.

I am not able to provide you with the names of the Illinois Seven-Up Bottling Co. employees who made contributions to George O'Brien and were subsequently reimbursed with company funds. On the occasions that Philip Schaack directed me to make contributions to O'Brien, he did not reveal which other officers and employees were contributing and being reimbursed. Schaack merely stated that certain other officers and employees were also being directed to make cash contributions for O'Brien and being instructed to pad their expense accounts accordingly.

With respect to the contributions that I was personally directed to make, the total amount was \$200.00 in 1974, made on two separate days, the dates of which I cannot recall. Beginning in January, 1976, I was directed to contribute \$20.00 monthly until my termination with the company in August, for a total of \$140.00.

The secretaries primarily involved in O'Brien's mailings were Helen Gourley, Merrilee Single Buchar, and Marian Mahalik. All three persons are still employed by Illinois Seven-Up Bottling Co. It should be noted that these persons devoted substantially more time to O'Brien's campaign in 1972 than in the subsequent elections in 1974 and 1976, when O'Brien was running as an incumbent and had his own staff.

To aid your investigation of the monies expended by Illinois Seven-Up Bottling Co. to pay for O'Brien's victory parties, I have enclosed copies of the 1972 invoice, voucher and supposed guest list (Exhibit "A"). As indicated by the documents, the party was held on

78040012530

William Oldaker, Esq.
July 5, 1977
Page Two

January 7, 1973, at the Chicago Golf Club in Wheaton, Illinois, at the cost of \$1,598.31. The victory party was postponed until this date because O'Brien left for Washington, D.C. immediately after the election. The purported guest list, which includes company personnel and customers, was submitted by Schaack in an effort to suggest that the party was a legitimate entertainment expense of the company. Although both my father's name and my own appear on this list, neither of us received invitations or any other notice of this party, nor did we attend.

It is my belief that in 1974 and 1976, Schaack did not submit the bills for the celebration parties directly for payment as he did in 1972. Instead, Schaack paid the bills himself, and then falsely increased his expense reports for the next few weeks until he was fully reimbursed. I have also enclosed copies of Schaack's expense reports for the year 1976. I do not have copies of his expense reports for any other years. Moreover, I have been informed by an Illinois employee that on June 23, 1977 Schaack removed from the files of Illinois Seven-Up Bottling Co. all of his expense records from 1972 to June, 1977. To the best of my knowledge, Schaack's expense records have not been returned to the company files as of this date.

Additional factual information which may be relevant to your investigation is that O'Brien was also provided certain billboard advertising assistance by Joyce Advertising Company, on the directions of Schaack. During the fall of 1972, 1974, and 1976, O'Brien was permitted to use certain "choice" billboards under twelve-month renewable contracts to Illinois Seven-Up Bottling Co. Although O'Brien paid the monthly rental for the billboards, he was saved considerable time and money in what the industry calls the "poster selection" process. Obtaining renewable contracts for "choice" billboards is a costly procedure and, thus, the boards are generally not turned over to other uses, even for a short period of time. Yet in 1972, and again in 1974 and 1976, on directions from Schaack, O'Brien was permitted to use billboards that were under contract to Illinois Seven-Up Bottling Co.

I have attempted to respond to your inquiries to the best of my knowledge and to provide the Commission with the relevant documents that are in my possession. Please let me know if I can be of any further assistance in your investigation.

Very truly yours,


William J. Joyce, Jr.

VOUCHER TICKET

J 10893

VOUCHER DATE 1/30/73	INVOICE NO. 004782
CASH DISCOUNT	VENDOR NO. 160821
DUE DATE 1-31-73	CHECK NO. 38920

VENDOR'S NAME

CHICAGO GOLF CLUB

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	947			1,598 31	
ET	101		NET AMOUNT OF CHECK		1,598 31
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY Mar. West	

EXHIBIT

A

78040042532

7 8 0 4 0 0 4 2 5 3 3

YOUR INDEBTEDNESS TO THE CLUB AT 1/7/73		IS AS FOLLOWS:	
PREVIOUS BALANCE	RESTAURANT	605	00
	TAX	30	25
HOUSE ACCOUNTS	BAR	637	20
	TAX	31	86
DUES	GRATUITY	185	00
	FLOWERS	25	00
DEBT RETIREMENT on CAP. IMPROV.	SECURITY GUARD	14	00
	CAR PARKERS	70	00
DEBT RET. on OLD MTG.			
TOTAL		1,598	31

Chicago Golf Club
Whetton, Illinois

004782

78040012534

Anderson, Mr. and Mrs. Robert K., 1163 Black Road, Joliet, Ill. 60435
Barrett, Mr. and Mrs. Edward, 1338 Hackberry Lane, Winnetka, Ill. 60093
Bates, Mr. and Mrs. Walter, 333 Sugar Creek Drive, Joliet, Ill. 60433
Brown, Mr. and Mrs. LaVerne S., 44 Willow, New Lenox, Ill. 60451
Brown, Mr. and Mrs. Thomas J., 405 Catherine St., Joliet, Ill. 60435
Chapman, Mr. and Mrs. William, 9326 Springfield, Evanston, Ill. 60203
Collier, Mr. and Mrs. William, 900 Western Avenue, Joliet, Ill. 60435
DeAcetis, Mr. and Mrs. D. Charles, 706 Douglas, Joliet, Ill. 60435
Dempsey, Mr. and Mrs. John R., 115 Pleasant St., Apt. 4, Joliet, Ill. 60436
Fay, Mr. and Mrs. James, 953 Western Avenue, Joliet, Ill. 60435
Feehan, Mr. and Mrs. Thomas, 607 Lavinia Lane, Joliet, Ill. 60435
Ferry, Mr. and Mrs. Terry, c/o Vidmar, 2445 Dougall Road, Joliet, Ill. 60432
Fitzgerald, Mr. and Mrs. William, 101 South Midland Ave., Joliet, Ill. 60436
Gault, Mr. and Mrs. Fred, 21 Coventry Road, Northfield, Ill. 60093
Gosselin, Mr. and Mrs. John, Rollingwood Lane, Timberline, Joliet, Ill. 60435
Hansen, Mr. and Mrs. William, 1523 Mayfield Ave., Joliet, Ill. 60435
Hanson, Mr. and Mrs. Fred, 720 Cummings, Kenilworth, Ill. 60043
Healy, Mr. and Mrs. Watson, 603 Buell Avenue, Joliet, Ill. 60435
Hickey, Mr. and Mrs. James, 1504 Taylor, Joliet, Ill. 60435
Hickey, Mr. and Mrs. Robert, 304 South Washington, Hinsdale, Ill. 60521
Jacobs, Mr. and Mrs. William, 1012 Western Avenue, Joliet, Ill. 60435
Joyce, Mr. and Mrs. Thomas P., 877 Hill Road, Winnetka, Ill. 60093
Joyce, Mr. and Mrs. William J., 619 Cornelia Street, Joliet, Ill. 60435
Joyce, Jr., Mr. and Mrs. William, 1210 Glenwood Ave., Joliet, Ill. 60435
Lang, Mr. and Mrs. James A., 1454 Ridge Road, Northbrook, Ill. 60062
McCarthy, Mr. and Mrs. James, 3660 Saratoga Ave., Orchard Brook, Downers Grove, Ill. 60515
McKay, Mr. and Mrs. George, Rollingwood Lane, Joliet, Ill. 60435
Norris, Mr. and Mrs. James T., 7 Rollingwood Court, Timberline, Joliet, Ill. 60435
O'Brien, Honorable and Mrs. George M., 1206 Bryan Avenue, Joliet, Ill. 60435

Person, Mr. and Mrs. Ralph, 9 Rolling Ridge Road, Northfield, Ill. 60093

Schaack, Mr. Joseph, 12549 Post Grove, St. Louis, Missouri 63141

Shelley, Mr. and Mrs. James, 9314 Springfield, Evanston, Ill. 60203

Silk, Mr. and Mrs. Art, 1909 West Acres Road, Joliet, Ill. 60435

Stephens, Mr. and Mrs. Robert, 1905 Douglas, Joliet, Ill. 60435

Tennison, Mr. and Mrs. George, 9352 Springfield, Evanston, Ill. 60203

Thomas, Mr. and Mrs. Robert W., 1001 West Park Front, Joliet, Ill. 60436

Vidmar, Mr. and Mrs. Fred, 2445 Dougall Road, Joliet, Ill. 60432

Welsch, Mr. and Mrs. Robert, 2500 Dougall Road, Joliet, Ill. 60432

78040042535

O'BRIEN FOR CONGRESS BUDGET

Mary Lou O'Brien Travel Expenses.....	\$220 @month	\$1,760.00
Travel Expenses for Staff (Hotel, Meals...	\$200 every other month	\$ 800.00
PAL Newsletter Expenses (mailing, Printing)		\$1,000.00
PAL Renewal letter (Printing, Mailing)		\$ 800.00
Skinny Cat Renewals (Printing, Mailing, Buttons)		\$1,200.00
Press Luncheons (Total of three) \$400 @		\$1,200.00
Television Shows \$3,000.00 @		\$6,000.00
Paul M. Newman Company Consultant (\$450@day) 8 days time		\$3,600.00
Miscellaneous		\$ 400.00
Computer Costs\$150.00 @ month beginning in May		\$ 900.00
		\$17,660.00

78040042536

These budget figures are for six months through October which will carry us through the fund-raising dinner. While at the present time we have only \$17,000.00 in the bank, I have intentionally over-estimated costs in many instances, and this budget does not take into account the Skinny Cat renewals. While I do not expect to raise anywhere near the \$12,000 we raised through Skinny Cats during the campaign, I certainly expect to cover costs of mailing and printing the renewals which should give us an additional \$1200.00 minimum in budget which more than covers our needs in the budget. I am sure you have many questions as to what each of these figures cover, but thought that if I got this to you, then you could call me and we could discuss each category better by phone than by letter. Hope this helps the situation.

October 31, 1976

On October 29, 1976, I observed billboards promoting the candidacy of Mr. George O'Brien for United States Congressman at the following approximate locations:

Joliet

1200 W. Jefferson St.
Jefferson at Eastern Sts.
Ruby at Broadway Sts.
Western at Bluff Sts.
Route 52 near I-55
Route 6 (near Caterpillar Tractor Co.)

Lockport

Route 53

Romeoville

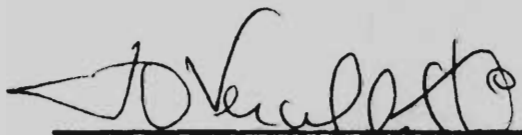
Joliet Rd and Route 53

Plainfield

Route 59 (one mile south of Plainfield)

New Lenox

U. S. 30


J.D. Vercellotti

78040042537

The Drake

Lake Shore Drive
and Upper Michigan Avenue
Chicago, Illinois 60611

Telephone 312-SU 7-2200
Inquiries: Ext. B34



00 564 675 7

01-06-77

02

MR. PHILIP A. SCHAACK
601 LAVINIA LANE
JOLIET, IL 60435

AMOUNT DUE 34.99

AMOUNT ENCLOSED	

Please detach here and return this portion with your payment.

DATE	DESCRIPTION	CHARGES	CREDITS
	FROM PREVIOUS STATEMENT(S) RENDERED	30.83	
12-31	CLUB INTERNATIONAL	27.01	
12-31	CLUB INTERNATIONAL	7.98	
1-05	PAYMENT		30.83CR
00 564 675 7	AMOUNT DUE	34.99	
	ISDA INDUSTRIAL COMMITTEE		
	D. KINNEY - CHI COKE		
	A. BEHRENS - PEPSI GEN'L		
	OK PDS		

DECEMBER 31, 1976

THE MID-AMERICA CLUB

1-19

MEMBER NO. 2889

200 EAST RANDOLPH DRIVE • CHICAGO, ILLINOIS 60601 • TELEPHONE 861-1100

589680

DATE	CODE	CHARGE	SERVICE	TAX	TOTAL	DATE	CODE	CHARGE	SERVICE	TAX	TOTAL
2-3	11	4.50			4.50	12-3	21	22.25	4.45	1.34	28.04
2-3	31	4.35	.87	.26	5.48	12-10	11	4.50			4.50
2-10	25	85.50	17.10	5.13	107.73	12-10	31	34.80	6.96	2.09	43.85
2-16	11	4.50			4.50	12-16	11	4.50			4.50
2-16	11	4.50			4.50	12-16	21	30.75	6.15	1.85	38.75
2-16	31	6.75	1.35	.41	8.51						

730400125

12-3 ILL. SOFT DRINK LEGISLATIVE COMMITTEE

12-10 M/M ART SILK - QUAD COUNTY CANTEN CORP.

12-16 AL FIELD ID PUBLIC AFFAIRS WGN } MANDATORY
AL BEHRENS PEPSI GEN'L } DEPOSITS
DON KINNEY CH. CORR

PAY ONLY \$289.86

REMAINDER HAS BEEN PAID BY

JOI

ACCOUNTS PAYABLE

DEPARTMENTAL CODES

11 PARKING	14 ROOM RENTAL	21 DINING ROOM—LUNCHEON	26 PRIVATE FUNCTION—DINNER	32 FUNCTION BAR
12 TELEPHONE	15 CIGARS/CIGARETTES	24 PRIVATE FUNCTION—LUNCHEON	28 OTHER FOOD SALES	33 WINE
13 FLOWERS	16 MISCELLANEOUS	25 DINING ROOM—DINNER	31 MAIN BAR	

PREVIOUS BALANCE	RECEIVED ON ACCOUNT	OTHER CREDIT	CURRENT CHARGES	SERVICE CHARGE	SALES TAX
9,666.38		PAY ONLY THIS AMT	206.90	36.88	11.08
DUES		CURRENT	30 DAYS	60 DAYS AND OVER	BALANCE DUE
35.00		289.86	9,666.38		4,956.24

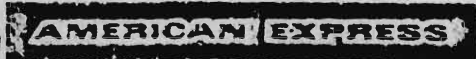
4,956.24

4,956.24

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT	
			NAMES	TITLE	COMPANY			
78						MEMORIAL - EMMA RADDAZ	10	00
09						CHICAGO GOLF CLUB DUTY & BILLS	214	48
3	BREKFAST	HOLIDAY	1131 MEAS	US AIR	CPA (111)	SCHOOL - A - NMAN	5	90
	LUNCH	EPERATION	PAUL LAMBERT	OWNER	MANAGEMENT	VENDING	10	25
						MEMORIAL MRS. SUSCENKO	10	00
1	LUNCH	WARRIOR	R MEDINA	PLAS	M			
2	DRINKS	ST. PAUL	T. KENNAN PA. BROS & JIM HICKS DAN MEDLEY T. BROWN	ATTY PA. BROS KEMITE - HILLY - 122 701	FRANK LAMBERT PHOTAS ST PAUL SUNSHINE ST. 100		25	00

78040042541

439452



Representative

P.O. BOX 676
150 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60434
PHONES. JOLIET

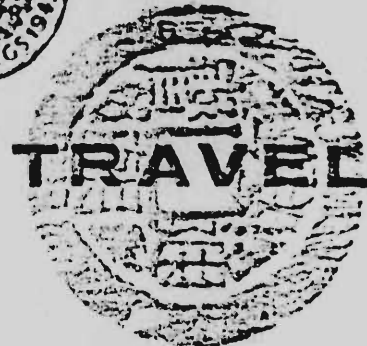
815-727-5441
CHICAGO
312-242-3229

August 18, 1976

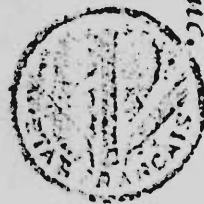
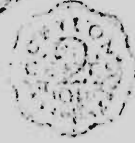
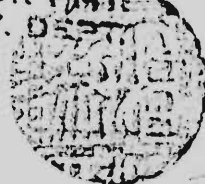
Illinois Seven-Up Bottling Co.
Box 7
Joliet, Illinois 60434

AUG 25 1976

PLEASE SIGN AND
TURN FOR PAY. DESTROY



6 hours, inc.



Re: Purchase Order J-0788G

Mr. Phillip Schaak

Air Travel

\$83.00 ✓ CC

ok
paid
meeting with
Dr. Brown Co.

No 10851

AMERICAN EXPRESS

Representative

P.O. BOX 878
150 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60434
PHONES: JOLIET

815-727-5441

CHICAGO

312-242-3228

June 23, 1976

Illinois Seven-Up Bottling Co.
P.O. Box 7
Joliet, Illinois 60434

JUL 20 1976

PLEASE SIGN AND
RETURN FOR PMT.
ACCTS. PAY. DEPT.

Purchase Order No. J-0788-G

Mr. P. Schaack

Air Travel

.....\$230.00.....

PAID

ok for payment.
Director's mfg
N.Y.
Hy

No 10538

AIRLINES • STEAMSHIPS • RAILROADS • CRUISES

Representative

P.O. BOX 678
150 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60434
PHONES: JOLIET

815-727-5441
CHICAGO
312-242-3229

April 9, 1976

Illinois Seven-Up Bottling Co.
Joyce Road
Joliet, Illinois 60436

PLEASE SIGN AND
RETURN FOR PMT.
ACCTS. PAY. DEPT.

Purchase Order No. J-0788-6

Mr. Phillip Schaack Air Travel

.....\$276.00.....

Departure: April 18, 1976

PAID

No 10062

78040012544

P.O. BOX 676
150 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60431
PHONES: JOLIET 815-727-5441
CHICAGO 312-242-1362

March 10, 1976

Illinois Seven-Up Bottling Co.
Joyce Rd.
Joliet, Illinois 60436

PLEASE SIGN AND
RETURN FOR PMT.
ACCTS. PAY. DEPT.

Mr. Phillip Schaack

Air Travel

.....\$202.73

ok for
Pmt
1/29
3-17-76

PAID

PAID

AIRLINES • STEAMSHIPS • RAILROADS • CRUISES

No 9896

11310

439-52

P. O. BOX 676
160 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60431
PHONES: JOLIET 815-727-5441
CHICAGO 312-242-1362



joliet



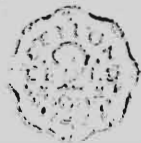
3
leaves, inc.

January 15, 1976

Illinois Seven-Up Bottling Company
Joyce Road
Joliet, Ill. 60436

JAN 16 1976

PLEASE SIGN AND
RETURN FOR PMT.
ACCTS. PAY. DEPT.



Mr. P. Schaack - Air Travel \$141.37

PAID

*Co. Response
ok for payment.
Hq*

P. O. BOX 676
150 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60431
PHONES: JOLIET
815-727-5441
CHICAGO
312-242-1362



joliet

TRAVEL

43975
Lentz, inc.



December 16, 1975

Mr. P. Schaack
Illinois 7-up
777 Joyce Rd.
Joliet, Illinois 60436

M/M Phil Schaack - 8723 547 386 O'Hare-Laguardia-O'Hare

\$409.46

Departure: December 19, 1975

PAID

OK
LITER BOTTLE
MEETING
N.Y.

[illegible]

78040012548

12-17-75

03855

12-17-75

JS-30-31

12-17-75

P. O. BOX 676
150 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60431
PHONES: JOLIET
815-727-5441
CHICAGO
312-242-1362



joliet



louis, inc.

November 17, 1975

Illinois Seven-Up Bottling Company
Joyce Road
Joliet, Ill. 60436



DEC 5 1975

PLEASE SIGN AND
RETURN FOR PMT.
ACCTS. PAY. DEPT.

Mr. P. Schaack - Plane Travel \$476.19

*pk
P/D
NSOR
CONVENTION*

ONE

PAID

P. O. BOX 676
150 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60431
PHONES: JOLIET
815-727-5441
CHICAGO
312-242-1362



joliet

TRAVEL

leaves, inc.

October 8, 1975

Illinois Seven-Up Bottling Company
Joyce Road
Joliet, Ill. 60436



OCT 10 1975

J 0121G

PLEASE SIGN AND
RETURN FOR PMT.
ACCTS. PAY. DEPT.

Mr. Phillip Schaack -

Plane Travel \$832.80 ✓

FB

ok
DAS
DA PEPPIE
MEETING

AIRLINES • STEAMSHIPS • RAILROADS • CRUISES

No 5898

P. O. BOX 676
150 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60431
PHONES: JOLIET

815-727-5441

CHICAGO

312-242-1362

September 16, 1975

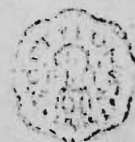
Illinois Seven-Up Bottling Co.
777 Joyce Road
Joliet, Illinois 60436



joliet

TRAVEL

& Tours, inc.



J 0121 G

Mr. P. Schaack -

Plane Travel . . . \$39.37 ✓

✓
OR

*ok
sent
MINOCSEA
OUT 115*

AIRLINES • STEAMSHIPS • RAILROADS • CRUISES

No 5696

TELEPHONE: CANAL 6-5502



Geeting & Fromm

1028 WEST VAN BUREN STREET CHICAGO, ILLINOIS 60607

WINE AND SPIRITS MERCHANTS

SERVING AMERICA'S FINEST HOMES

MR. JOHN W. GOSSELIN, PRESIDENT
PENN-DIXIE STEEL
INDUSTRY AVENUE
JOLIET, ILL. 60435

SHIP TO: SAME

P. Schmitt

BILLED BY	CHECKED BY	FOLIO	SOLD BY	DATE	TERMS NET CASH	IN MAKING PAYMENT PLEASE REFER TO INVOICE NO.
MEB		76374	W. BOLL	DECEMBER 9, 1976		35511

CASES	BYS. EA.	SIZES		UNIT PRICE	TOTAL AMOUNT
2	12	5th	1973 WILTINGER SCHARZBERG RIESLING SPAETLESE	\$ 59.00cs	\$ 118.00
			5% Occ. Exp. Freight		\$ 5.90 6.06
					<u>\$ 129.96</u>
					65.00 71

STATE LAWS PROHIBIT SALES ON EXTENDED TERMS

7804004255

PURCHASE ORDER

OUR COMPLETE ORDER NO.

ILLINOIS SEVEN-UP BOTTLING CO.

P.O. BOX 7

JOLIET, ILLINOIS 60434

J-1657-G

ORIGINAL ORDER ☐CONFIRMING ORDER ☒ISSUED
TOHoniotes Liquor Mart
1401 W. Jefferson St.
Joliet, Illinois

ILLINOIS SEVEN-UP BOTTLING CO.

☒ JOLIET 777 JOYCE ROAD
JOLIET, ILL. 60436☐ PEORIA 5832 KNOXVILLE AVE.
PEORIA, ILL. 61614☐ CHAMPAIGN 815 PIONEER ST.
CHAMPAIGN, ILL. 61820☐ OTHERNOTE: RENDER ALL INVOICES
IN TRIPLICATE TO →ILLINOIS SEVEN-UP BOTTLING CO.
P. O. BOX 7 JOLIET, ILL. 60434

DATE OF ORDER

SHIP TO ARRIVE

SHIP VIA (ALL SHIPMENTS MUST BE PREPAID ADD SHIPPING COST TO INVOICE)

2-9-77

QUANTITY	SUPPLIER NO.	OUR EDP NO.	DESCRIPTION	UNIT COST	PRICE
----------	--------------	-------------	-------------	-----------	-------

3 Qt.

J & B Scotch

2 Qt.

Smirnoff 80 Proof Vodka

1 Qt.

Jim Beam 86 Proof Bourbon

1 Qt.

Tanquary Gin

1

6 pack Budweiser - Cans

3

Large Club Soda

3

Large 7-Up

1

Large Tonic

3

Bitters

NOTE: ADDITIONAL INSTRUCTIONS

MARK ALL PACKAGES SHIPPING PAPERS AND INVOICES WITH OUR
COMPLETE ORDER NO. AND OUR EDP NO. AND —

mb

REQUISITIONED
BY

Illinois Seven-Up Bottling Co. - P. SCHAR

AUTHORIZED
BY

2-9-77

Rec'd
Dad
Entertainment
News Inc
Peoria

VOUCHER TICKET

J 51576

VOUCHER DATE 1-11-77	INVOICE NOS. week ending 1 8 77
DUE DATE 1-12-77	
VENDOR NO. 775324	CHECK NO. 78693

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2900			33.70	
	Q5303			70.00	
	Q2203			133.16	
BO	100		NET AMOUNT OF CHECK		236.86
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓				C [Signature]	

78040012553

Weekly Expense Report

NAME

Philip A. Schaeck

775324

WEEK
ENDING

1 - 8

1977

APPROVED
BY

ST

EXPENSE ITEM	SUNDAY 11/2/77	MONDAY 11/3/77	TUESDAY 11/4/77	WEDNESDAY 11/5/77	THURSDAY 11/6/77	FRIDAY 11/7/77	SATURDAY 11/8/77	TOTAL EXPENSES
1. Breakfast			4 10		18 40	5 35		27 85
2. Lunch						3 70		3 70
3. Dinner							33 70	33 70
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi - Car rental								
8. Tel. and Tolog.	33 70							33 70
9. Gas and oil								
10. Car repairs						3 50		3 50
11. Parking fees						4 00		4 00
12. Toll fees						80		80
13. Tips			75		2 00	2 50	5 50	10 75
14. Baggage fees								
15. Misc.	94 86							94 86
16. Entertainment				24 00				24 00
TOTALS	128 56		4 85	24 00	20 40	19 85	39 20	236 86

17. MILEAGE:	
17a. Local	
17b. Other trips	

TOTAL MILEAGE - WEEK ENDING	1 / 1	MILES @ 12c	TOTAL EXPENSE	236 86
-----------------------------	-------	-------------	---------------	--------

TRAVEL FROM		JOLIET	JOLIET
TRAVEL TO		CHICAGO	CHICAGO
PURPOSE OF TRIP		DOMINICK	MEETING
(Give a brief explanation)		Hockey	@
		OUTING	ATTY

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT		LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	
		AMOUNT DUE COMPANY	236 86

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
2						JOLIET CC DUES + RATES	94 86
4	BREAKFAST	VAULT	R. CALVIN	ST. JIR.	COR C	LEGISLATIVE COM. MEETING	4 10
5	Hockey	CHI. STADIUM	DOMINICK	GROUP		SPARKS - PROBABLY C.C.	24 00
6	BREAKFAST	CHI. STADIUM	DOMINICK	GROUP		SPARKS - PROBABLY C.C.	18 50
7	BREAKFAST	WALTERS	C. CHESTER	ATTY		SALAS TAX QUESTION	5 35
8	DINNER	CLUB TONIC	M/SIRVITZ	MGR	LEANT TONIC CLUB		33 70

VOUCHER TICKET

J 51238

VOUCHER DATE 1-4-77	INVOICE NOS.
DUE DATE 1-5-77	week ending 1 1 77
VENDOR NO. 775324	CHECK NO. 78451

VENDOR'S NAME

Philip A. Schaack

AP

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	62203			310.58	
BO	100		NET AMOUNT OF CHECK		310.58
TOTALS					
EXTENSIONS ✓	PUR. OR	RECEIVING	FOOTING	APPROVED BY CJ [Signature]	

78040012555

7 8 0 4 0 0 - 4 2 5 5 7

Bernard's Automatic Auto Laundry, Inc.
 77 Republic Ave. Joliet, Ill. 60434
 Mailing Address P. O. Box 853
 Phone 725-3345
 Date 12/29/62
 Mrs. Philip Buch

Charge	Cash	Account Forwarded
1 Washing	✓	358
2 Jet Wax		
3 Hair		
4 Gas Reg.		
5 Gas H.T.		
6		
7		
8		
9		
10		
11		
12		
13		
14		

Your Account Stated to Date — if Error is Found Return at Once
 J. M. Bennett, Inc., Joliet, Ill.

YOUR INDEBTEDNESS TO THE CLUB AT DEC 25 19/6 IS AS FOLLOWS:

PREVIOUS BALANCE		
HOUSE ACCOUNTS		113 20
DUES		120 -
DEBT RETIREMENT on CAP. IMPROV.		6 25
DEBT RET. on OLD MTG.		3 75
TOTAL		243 20

Chicago Golf Club
 Wheaton, Illinois

24

12-16-76

M/M TOM CULLINAN - OBERSECKING

M/M J. RAY - VAULT REST.

12-5-76

MRS. WM. SPECHT

100 TRULZE APPOINTMENTS

12-1-76

FR. DAN KUCERA

PRIS. 100.

780400042558

DATE	DESCRIPTION	CHARGES	CREDITS
12-21	CLUB INTERNATIONAL	26.47	
12-21	CLUB INTERNATIONAL	4.36	
00 564 675 7	AMOUNT DUE	30.83	
	SILK ROBBINS - LARE MICHIGAN FUDGERS		
	J. KENNEY - CHI TOP		
	D. KINNEY - CHI. COCK		
	UP COMING HATHINGS		

The Drake Chicago, Illinois 60611

RETAIN THIS PORTION OF STATEMENT

VOUCHER TICKET

J 51228

VOUCHER DATE 1-4-77	INVOICE NOS. week ending 12 25 76
DUE DATE 1-5-77	CHECK NO. 78451
VENDOR NO. 775324	

VENDOR'S NAME

Philip A. Schaack

AP

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			25.51	
BO	100		NET AMOUNT OF CHECK		25.51
TOTALS					
EXTENSION	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
<input checked="" type="checkbox"/>				CI	

78040042560

Weekly Expense Report

NAME

THOMAS A. LAMARCA

775324

WEEK
ENDING

12-22-1946

1946

APPROVED
BY

(ET)

EXPENSE ITEM	SUNDAY 12-17-46	MONDAY 12-18-46	TUESDAY 12-19-46	WEDNESDAY 12-20-46	THURSDAY 12-21-46	FRIDAY 12-22-46	SATURDAY 12-23-46	TOTAL EXPENSES
1. Breakfast		4 20			4 31			8 51
2. Lunch								
3. Dinner			5 65					5 65
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs					3 50			3 50
11. Parking fees			4 00					4 00
12. Toll fees			1 10					1 10
13. Tips		75	1 00		1 00			2 75
14. Baggage fees								
15. Misc.								
16. Entertainment								
TOTALS		4 95	11 75		8 81			25 51

MILEAGE:

17. Local								
18. Other trips								

TOTAL MILEAGE—WEEK ENDING 1 / 1	MILES @ 12c	TOTAL EXPENSE
		25 51

TRAVEL FROM			JOLIET				
TRAVEL TO			CHICAGO				
PURPOSE OF TRIP			ENVR.				
(Give a brief explanation)			MEETING				
			IBC				
			TRIP				

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT		LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	25 51
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
12-20	BREAKFAST	HOLTON SOUTH	J. MINZKE	DR.	WEL. ST. MFG. CO.	ADVISORY	4 20
12-23	BREAKFAST	HOLTON SOUTH	J. GOSSELIN	PRES.	PHOENIA MFG.	IBC TRIP	4 31

VOUCHER TICKET

J 50833

VOUCHER DATE <i>12-21-76</i>	INVOICE NOS. week ending 12 18 76
DUE DATE 12-22-76	CHECK NO. 78096
VENDOR NO. 775324	

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			137.05	
BO	100		NET AMOUNT OF CHECK		137.05
TOTALS					
EXTENSIONS <input checked="" type="checkbox"/>	PUR. OR.	RECEIVING	FOOTING	APPROVED BY CI <i>[Signature]</i>	

78040042562

Weekly Expense Report

12-22

NAME Philip A. Schande 775324

WEEK
ENDING

12-18

1976

APPROVED
BY

(Signature)

EXPENSE ITEM	SUNDAY 12/12/76	MONDAY 12/13/76	TUESDAY 12/14/76	WEDNESDAY 12/15/76	THURSDAY 12/16/76	FRIDAY 12/17/76	SATURDAY 12/18/76	TOTAL EXPENSES
1. Breakfast				1 65	4 85	4 60		11 10
2. Lunch				3 50		8 00		11 50
3. Dinner		20 00	18 40			6 70		45 10
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Tolog.								
9. Gas and oil								
10. Car repairs						5 00		5 00
11. Parking fees	3 00	3 50				4 70		11 40
12. Toll fees		80		80	90	80		3 20
13. Tips		3 50	3 00	1 25	1 00	4 00		12 75
14. Baggage fees								
15. Misc.	20 00			7 00				27 00
16. Entertainment						10 00		10 00
TOTALS	23 00	27 80	21 40	14 20	6 65	4 00		137 00

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING 1 / 1	MILES @ 12c
TOTAL EXPENSE	137 00

TRAVEL FROM	JOLIET	JOLIET	JOLIET	JOLIET	JOLIET
TRAVEL TO	CHICAGO	CHICAGO	CHICAGO	CHICAGO	CHICAGO
PURPOSE OF TRIP	FOOTBALL	IBC	700 C.	1500	1500
(Give a brief explanation)	O-I	HEATING CO.	MEETING	ENV.	DIR.

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	
LESS ADVANCES	
AMOUNT DUE EMPLOYEE	137 00
AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
12-12						Holly Club Donation	20 00
12-13	DINNER	ALSTON CLUB				IBC NOMINATING COMMITTEE	20 00
12-14	DINNER	CLOCK TOWER	Al Ruddy			REVIEW OF STOCK HOLDINGS	18 40
12-15						SPENCER'S CHRISTMAS PRESENT	7 00
12-16	BREAKFAST	GOLDEN PINE	J. GAYMAN			SALFORD LUTHERAN HOME	4 85
12-17	REPRESENT LUNCH	1500	J. GOSWAM	PRES.	DEAN DINE	ILL. BUS. AIDING COLLEGE	4 60
						DIRECTOR'S AIRFARE	8 00
	COCKTAILS	CIVIC GARDEN BAR	C. DAVIS	PRES.	DEAN GAY	Supply	10 00

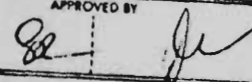
VOUCHER TICKET

J 5066

VOUCHER DATE 12-14-76	INVOICE NOS. 12 11 76
DUE DATE 12-15-76	
VENDOR NO. 775324	CHECK NO. 77921

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			167 90	
	Q2900			11 38	
BO	100		NET AMOUNT OF CHECK		209 28
			TOTALS		
EXTENSIONS	PUR. OR	RECEIVING	FOOTING	APPROVED BY	
✓					

78040012564

78220000

TOPS FORM 3243 - LITHO IN U.S.A.

Weekly Expense Report

NAME

Philip A. Schmitt

WEEK
ENDING

12-11-1976

APPROVED
BY

(ET)

EXPENSE ITEM	SUNDAY 12/5/76	MONDAY 12/6/76	TUESDAY 12/7/76	WEDNESDAY 12/8/76	THURSDAY 12/9/76	FRIDAY 12/10/76	SATURDAY 12/11/76	TOTAL EXPENSES
1. Breakfast				3.65	3.00			6.65
2. Lunch								
3. Dinner					8.25			8.25
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Tolog.	41.38							41.38
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees								
13. Tips				3.00	2.00	3.00		8.00
14. Baggage fees								
15. Misc.	145.00							145.00
16. Entertainment								
TOTALS	186.38			6.65	13.25	3.00		209.28

MILEAGE:	
17. Local	
18. Other trips	

TOTAL MILEAGE—WEEK ENDING 1/1	MILES @ 12c	TOTAL EXPENSE
		209.28

TRAVEL FROM	JOLIET	NEW YORK	JOLIET
TRAVEL TO	NEW YORK	JOLIET	CHICAGO
PURPOSE OF TRIP (Give a brief explanation)			DINNER

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	1	LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	209.28
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
12-5						JOLIET C.C. BILLS + DUES	145.00
12-10	DINNER	MID ATLANTA CLUB	1/2 SILE	TRAC	QUAD LTD	TIPS	3.00



VOUCHER TICKET

J 50665

VOUCHER DATE 12-14-76	INVOICE NOS. 12 04 76
DUE DATE 12-15-76	
VENDOR NO. 775324	CHECK NO. 77924

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q 2203			448 83	
BO	100		NET AMOUNT OF CHECK		448 83
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓				 	

78040012567

Weekly Expense Report

NAME Philip A. Sellande 775324
 WEEK ENDING 12-4-76 APPROVED BY [Signature]

EXPENSE ITEM	SUNDAY 11/29/76	MONDAY 11/29/76	TUESDAY 11/30/76	WEDNESDAY 12/1/76	THURSDAY 12/2/76	FRIDAY 12/3/76	SATURDAY 12/4/76	TOTAL EXPENSES
1. Breakfast								
2. Lunch								
3. Dinner				23.00		21.20		44.20
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Toleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees				2.00				2.00
12. Toll fees								
13. Tips				3.50		3.50		7.00
14. Baggage fees								
15. Misc.	395.63							395.63
16. Entertainment								
TOTALS	395.63			28.50		24.70		448.83

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING <u>1/1</u>	MILES @ 12c
	TOTAL EXPENSE <u>448.83</u>

TRAVEL FROM	
TRAVEL TO	
PURPOSE OF TRIP (Give a brief explanation)	

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT <u>1</u>	LESS ADVANCES	
	AMOUNT DUE EMPLOYEE	<u>1/1</u> 448.83
	AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
12-28						CHICAGO GOLF CLUB—DUES & BILLS	395.63
12-31	DINNER	THE FLAME	J. GOSSELIN	PRES.	FRANK SINIA STEEL	IBC BOARD	23.00
12-31	DINNER +	MURPHY'S	MARK	PRES.	MATT		21.20
	THANKS	LENS U	ANDERSON		BRASSIERE		

PREVIOUS BALANCE	7 8 0 4 0 0 1 2	5 5 9
HOUSE ACCOUNTS		215 63
DUES		120 -
DEBT RETIREMENT on CAP. IMPROV.		6 25
DEBT RET. on OLD MTG.		3 75
	EMPLOYEES CHRISTMAS FUND	50 -
TOTAL		395 63

Chicago Golf Club
Evanston, Illinois

10-28 M/M FAY
FLAIRLOP'S WORLD
VALET REST.
DINNER

10-29 COMPANY DINNER
M/M SCHIEN
M/M BROWN
M/M LONGMIRE

11-14 BRUNCH
ROY BURTON - OWENS - ILLINEN

11-19 ANNUAL CLUB MEETING

RECEIVED
DEC 06 1976

ACCOUNTS PAYABLE

VOUCHER TICKET

J 49862

VOUCHER DATE 11-24-76	INVOICE NOS. 11 20 76
DUE DATE 11-24-76	
VENDOR NO. 775324	CHECK NO. 77365

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			109 63	
BO	100		NET AMOUNT OF CHECK		109 63
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
/				CI [Signature]	

78040042571

Weekly Expense Report

pay 11-24

NAME

WEEK
ENDING

PHIL. A. SCHMIDT 775324

11-20 196

APPROVED
BY

(EAT)

EXPENSE ITEM	SUNDAY 11/14/76	MONDAY 11/15/76	TUESDAY 11/16/76	WEDNESDAY 11/17/76	THURSDAY 11/18/76	FRIDAY 11/19/76	SATURDAY 11/20/76	TOTAL EXPENSES
1. Breakfast				12 48	5 10			20 58
2. Lunch					2 00		21 20	32 20
3. Dinner				5 70	25 00			30 70
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees	2 50				4 00			11 40
12. Toll fees				70	2 20			3 90
13. Tips				3 00	3 00	5 00	3 00	11 00
14. Baggage fees								
15. Misc.								
16. Entertainment								
TOTALS	2 50			21 98	42 30	18 65	24 20	109 63

17. Local								
18. Other trips								

TOTAL MILEAGE—WEEK ENDING 11	MILES @ 12c	TOTAL EXPENSE
		109 63

TRAVEL FROM	JOLIET	JOLIET	JOLIET	JOLIET
TRAVEL TO	CHICAGO	CLIFTON	CHICAGO	CHICAGO
PURPOSE OF TRIP	BANK	HOUSE	BANK	BANK
(Give a brief explanation)	FOOTBALL	CONTACT	RESEARCH	FOOTBALL
		JOLIET	DINNER	
		ORRICK	BANK	
		WALK	FOOTBALL	

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT		LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	101 109 63
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
11-18			R. BURTON	STEEL	CH	FOOTBALL	2 50
11-17			CLIFTON	HOUSE	CH		1 20
11-18	BREAKFAST	PICKWICK	D. KINNEY	VP	CH	FOOTBALL	5 70
11-20	LUNCH	PONDOROSA	M. R. ANDERSON	PRG.	CH	FOOTBALL	21 20
			M. R. ANDERSON	PRG.	CH		

VOUCHER TICKET

J 43787

VOUCHER DATE 5-12-76	INVOICE NOS. 10253
DUE DATE 5-12-76	CHECK NO. 71648
VENDOR NO. 775324	

VENDOR'S NAME

Phillip Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			9520	
BO	100		NET AMOUNT OF CHECK		9520
TOTALS					
EXTENSIONS ✓	PUR. OR.	RECEIVING	FOOTING	APPROVED BY CP EAL	

78040012573

Weekly Expense Report

NAME PHIL A. Schaefer 775324
WEEK ENDING 5-8-1976 APPROVED BY (27)

EXPENSE ITEM	SUNDAY 5/2/76	MONDAY 5/3/76	TUESDAY 5/4/76	WEDNESDAY 5/5/76	THURSDAY 5/6/76	FRIDAY 5/7/76	SATURDAY 5/8/76	TOTAL EXPENSES
1. Breakfast			6.70	3.15	4.60	7.75		22.20
2. Lunch			15.55	8.40	6.20			30.15
3. Dinner			6.30		5.50			11.80
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Tolog.								
9. Gas and oil								
10. Car repairs								
11. Parking fees							2.00	2.00
12. Toll fees					1.40	.90		2.30
13. Tips			4.50	2.00	3.00	1.25	1.00	11.75
14. Baggage fees								
15. Misc.								
16. Entertainment							15.00	15.00
TOTALS			33.05	13.55	20.70	9.90	18.00	95.20

10253

17. Local								
18. Other trips								
TOTAL MILEAGE—WEEK ENDING	/	/						
						MILES @ 12c		
							TOTAL EXPENSE	95.20

TRAVEL FROM		JOLIET	JOLIET	JOLIET	JOLIET
TRAVEL TO		SPRINGFIELD	PEORIA	NIJES	CAKROON
PURPOSE OF TRIP		HB 1838	LITIG	REGIONAL	
(Give a brief explanation)		HEARING	EVALUATION	ENVIRON-	
				MENTAL	
				ANALYSIS	
NUMBER OF DAYS AWAY FROM HOME OVERNIGHT		1			
				LESS ADVANCES	
				AMOUNT DUE EMPLOYEE	95.20
				AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
4	BREAKFAST	LINCOLN TOWERS	C. BROSE	PRES.	ISDA		6.70
	LUNCH	NICHOLS	J. ALFORD	ASSISTANT	STATE WORKERS	HB 1838	15.55
			AL BAYRECH	PRES.	GENCO		
5	LUNCH	HILTON	R. GILMORE	VP	CATERPILLAR	- ACCT	8.40
7	BREAKFAST	HYATT	DE ROSA		AMERICAN - INSURANCE	REVIEW	7.75
8	COURTMEAL	CAKROON	BROWN	PRES.	BROWN - BROWN		15.00
			FAY	PRES.	FLORIAN		
			T. COLLISON	MANAGER	UNIVERSITY		
			DR. RUCAN	PRES.	ISDA		

PAID

VOUCHER TICKET

J 48650

VOUCHER DATE 10-19-76	INVOICE NOS. 41762
DUE DATE 10-20-76	
VENDOR NO. 775324	CHECK NO. 76277

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			200 25	
	Q2900			47 62	
BO	100		NET AMOUNT OF CHECK		247 87
TOTALS					
EXTENSIONS ✓	PUR. OR.	RECEIVING	FOOTING	APPROVED BY CJ E.H.	

78040012575

(ET)

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

[illegible]

7 8 0 4 0 0 4 2 5 7 7

DATE	DESCRIPTION	CHARGES	CREDITS
9-24	CLUB INTERNATIONAL	3.47	
9-24	CLUB INTERNATIONAL	30.52	
9-24	COG D OR	8.01	
00 564 675 7	AMOUNT DUE	42.00	

*W. CLOW O-I**ENVIRONMENTAL AFFAIRS*

VOUCHER TICKET

J 48599

VOUCHER DATE <i>10-15-76</i>	INVOICE NOS.
DUE DATE 10-20-76	14104
VENDOR NO. 775324	CHECK NO. 76277

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q 2203			494 02	
	A 0802		<i>215550</i>		200 00
BO	100		NET AMOUNT OF CHECK		294 02
			TOTALS		
EXTENSIONS	PUR OR.	RECEIVING	FOOTING	APPROVED BY	
<i>✓</i>				<i>gr</i>	

78040012578

Weekly Expense Report

NAME PHILIP A. SCHWABE 775-324
WEEK ENDING 10-10-1976 APPROVED BY (14114)

EXPENSE ITEM	SUNDAY 10/13/76	MONDAY 10/14/76	TUESDAY 10/15/76	WEDNESDAY 10/16/76	THURSDAY 10/17/76	FRIDAY 10/18/76	SATURDAY 10/19/76	TOTAL EXPENSES
1. Breakfast			6 35		3 65		4 00	14 00
2. Lunch				15 50	10 35	22 28		48 03
3. Dinner	16 65		22 00				40 40	80 05
4. Hotel-Motel	191 02							191 02
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental	14 90		32 00	12 00	14 00	12 00		73 90
8. Tel. and Tolog.								
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees								
13. Tips	7 00		16 00	6 00	7 00	6 00	8 00	50 00
14. Baggage fees								
15. Misc.								
16. Entertainment				21 00	16 00			37 00
TOTALS	229 57		66 35	54 50	51 00	42 20	52 40	494 02

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING 11	MILES @ 12c
	TOTAL EXPENSE
	494 02

TRAVEL FROM	DALLAS	JOLIET				
TRAVEL TO	JOLIET	JOLIET				
PURPOSE OF TRIP		7 up				
(Give a brief explanation)		MESSING				

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	5	LESS ADVANCES	200 00
		AMOUNT DUE EMPLOYEE	84 294 02
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
10-6	DINNERS	REGENCY	JIM HOLLAND			SQUIRT OWNERSHIP	61 00
10-7	DINNERS	EMBROIDERY	EDWARD H. HARRIS			NEW LEM	12 00
10-7	DINNERS	EMBROIDERY	EDWARD H. HARRIS			TOP G	
10-11	DINNERS	REGENCY	H. EDWARDS	MR. CONTINGENT		DR. ZEPPEL R/O MISSISSIPPI	22 10
10-11	DINNERS	REGENCY	RED CROWN	MR. CONTINGENT			
10-11	DINNERS	EMBROIDERY	WILLIAM H. HARRIS			7 up	40 40

[illegible]

4678 910 027 043		Com	
TO	01 78	BAC	
PHILIP A SCHAACK		DATE	12/2/86
		AUTHORIZATION CODE	
		CUSTOMER COPY	11/50
79 28 40 1		5774519	
FAGANS RESTAURANT			
0040 6540 DENVER CO			
REFER TO AGREEMENT ON REVERSE SIDE. PLEASE RETAIN COPY FOR STATEMENT VERIFICATION.			
Philip A. Schaack			
CUSTOMER'S SIGNATURE			
SALES		3540	
DRAFT		450	
		4040	
.....			
CUSTOMER COPY: PLEASE RETAIN FOR YOUR RECORDS.			
.....			

(Cardmember Acc't No)
012 145 734 5 500AX
 Cardmember **VALID 11 75** **THRU 10 76**
PHILIP A SCHAACK
 Service Establishment **TARANTINO'S**
183525BA0178SAN
3280358MC
5041080706
 Date of Charge **10 - 6 76**
 Merchandise/Services **15100**
 Taxes
 Tips/Misc. **250**
 Total **15350**
 Please Print
 Firmly
 Cardmember
 Copy
 Approval Code
 Check or E.M.T.C.
 Type of Delayed Chg.
 Amt. of Delayed Chg.
 Mex. Fed. Total
 American Use Only
 Equivalent Amount
 Record of
 Charges
 Invoice Number
190776

251	Schrock								
ROOM	LAST	(NAME)	FIRST	INITIAL	RATE	CU	DA	177737	
CITY						STATE		IN DATE	
STREET						R.	C.R.	N.R.	
ROOM CLERK									

DATE	REFERENCE	CHARGES	CREDITS	BALANCE	PICKUP
PHONE				* 191.02	
<p>Thank You for Visiting the Hiltons</p>					

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PARTY FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

GUEST SIGNATURE _____

CHARGE TO _____

BY _____

Hilton Inn
5600 CENTRAL EXPY.
DALLAS, TEXAS

CITY _____ STATE _____

Rates do not include applicable Sales, Occupational, or other taxes.

78040042581

ROOM	LAST (NAME)	FIRST	INITIAL	RA. TEL.	DATE
					133053
CITY					STATE
STREET					R. C. R. N. R.
ROOM CLERK					TO FOLIO

DATE	REFERENCE	CHARGES	CREDITS	BALANCE	PICKUP
1-1-73	WEEK 351	1.00		* 4.34	
1-1-73	WEEK 351	2.17		* 6.51	
1-1-73	WEEK 351	2.00			
1-1-73	TX 351	1.00			
1-1-73	WEEK 351	2.00			
1-1-73	WEEK 351	6.00		* 41.27 *	
1-1-73	WEEK 351	2.17		* 41.14 *	
1-1-73	WEEK 351	2.55		* 46.67	
1-1-73	WEEK 351	2.00		* 49.67	
1-1-73	WEEK 351	2.2		* 50.95	
1-1-73	WEEK 351	24.00			
1-1-73	TX 351	1.00		* 76.39	
1-1-73	WEEK 351	2.57		* 86.32	
1-1-73	WEEK 351	7.00			
1-1-73	WEEK 351	2.00		* 92.42	
1-1-73	WEEK 351	2.00			
1-1-73	TX 351	1.00		* 124.22	
1-1-73	WEEK 351	2.55		* 126.77	
1-1-73	WEEK 351	12.50		* 139.27	
1-1-73	TX 351	1.00		* 171.27	

FREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED
 I AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT
 THE INDICATED PARTY FAILS TO PAY FOR ANY PART OR
 FULL AMOUNT OF THESE CHARGES.

SIGNATURE

CHARGE TO

STREET

CITY

STATE

Hilton Inn
 5600 CENTRAL EXPY.
 DALLAS, TEXAS

Rates do not include applicable Sales, Occupational, or other taxes.

VOUCHER TICKET

J 50143

VOUCHER DATE 11-30-76	INVOICE NOS. week ending 11 27 76
DUE DATE 12-1-76	
VENDOR NO. 775324	CHECK NO. 77520

VENDOR'S NAME

Philip A. Schaeck

AP

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	G2203			59.20	
BO	100		NET AMOUNT OF CHECK		59.20
TOTALS					
EXTENSIONS		PUR. OR.	RECEIVING	FOOTING	APPROVED BY
					CI [Signature]

78040012583

Weekly Expense Report

pay 12-1

NAME Philip A. Schanck

775324

WEEK
ENDING

11-27 1976

APPROVED
BY

(E-T)

EXPENSE ITEM	SUNDAY 11/21/76	MONDAY 11/22/76	TUESDAY 11/23/76	WEDNESDAY 11/24/76	THURSDAY 11/25/76	FRIDAY 11/26/76	SATURDAY 11/27/76	TOTAL EXPENSES
1. Breakfast						5.25		5.25
2. Lunch			15.40			6.70		22.10
3. Dinner							21.20	21.20
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees								
13. Tips			8.25			2.00	3.50	8.25
14. Baggage fees								
15. Misc.								
16. Entertainment							3.00	3.00
TOTALS			18.15			12.95	27.70	59.80

MILEAGE:

17. Local								
18. Other trips								

TOTAL MILEAGE—WEEK ENDING / /

MILES @ 12c

TOTAL EXPENSE

59.80

TRAVEL FROM						JOLIET
TRAVEL TO						NORRIS
PURPOSE OF TRIP (Give a brief explanation)						TRAVEL GAMES

NUMBER OF DAYS AWAY
FROM HOME OVERNIGHT

LESS ADVANCES

AMOUNT DUE EMPLOYEE

AMOUNT DUE COMPANY

14 59.80

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
12-3	LUNCH	ARLEY'S	T. COLLINS	OWNER	2-BURR FIRE	TRIP PROVISIONS - MEAT	15.40
12-6	BREAKFAST	HOWARD JOHNSON	J. STEWART	MAN AGT	CHRYSLER FINANCIAL	RENOVATION - NEW EQUIPMENT	5.25
	LUNCH	SHERATON	RANDERSON	PRES.	NATL BANK		6.70
12-9	DINNER	PALOMAR	R. STEWART	OWNER	JOLIET TRAVEL CLUB	PROGRAMS ETC - PLUS DINNER	24.20

VOUCHER TICKET

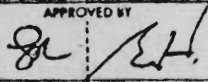
J 48186

VOUCHER DATE 10-4-76	INVOICE NOS. 13965
DUE DATE 10-6-76	
VENDOR NO. 775324	CHECK NO. 76014

VENDOR'S NAME

Philip A. Schaack

372.00

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	R2203			461 22	
BO	100		NET AMOUNT OF CHECK		461 22
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
					

78040042585

NAME	FILLER		
WEEK ENDING	10-2	1966	APPROVED BY (13965)

MILEAGE:									
17. Local									
18. Other trips									
TOTAL MILEAGE — WEEK ENDING / / →								MILES @ 12c	
								TOTAL EXPENSE →	
								461.22	

[illegible]

YOUR INDEBTEDNESS TO THE CLUB AT

9-25-76

IS AS FOLLOWS

PREVIOUS BALANCE			
HOUSE ACCOUNTS		79	79
DUES		120	—
DEBT RETIREMENT on CAP. IMPROV.		6	25
DEBT RET. on OLD MTG.		3	75
TOTAL		209	79

Chicago Golf Club
Wheaton, Illinois

78040012587

780400422589

SA

8-28 - GOLF - BREAKFAST LTC
J. FAY VAULT REST.

9-2 DINNER
M/M GED. O'BRIEN

VOUCHER TICKET

J 48856

VOUCHER DATE 10-26-76	INVOICE NOS. 14203
DUE DATE 10-27-76	
VENDOR NO. 775324	CHECK NO. 76516

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			98 52	
BO	100		NET AMOUNT OF CHECK		98 52
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓				82-CEH	

78040012590

Weekly Expense Report

14203

NAME

THOMAS A. SCHMIDT

775 324

WEEK
ENDING

10-23-1976

APPROVED
BY

ET

EXPENSE ITEM	SUNDAY 10/17/76	MONDAY 10/18/76	TUESDAY 10/19/76	WEDNESDAY 10/20/76	THURSDAY 10/21/76	FRIDAY 10/22/76	SATURDAY 10/23/76	TOTAL EXPENSES
1. Breakfast				4 92				4 92
2. Lunch				19 65				19 65
3. Dinner	19 90							19 90
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Telog.								
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees				1 50				1 50
13. Tips	3 25			4 00	1 50			8 75
14. Baggage fees								
15. Misc.						16 00	6 50	22 50
16. Entertainment					21 30			21 30
TOTALS	23 15			30 07	22 80	16 00	6 50	98 52

MILEAGE:

17. Local

18. Other trips

TOTAL MILEAGE—WEEK ENDING / /

MILES @ 12c

TOTAL EXPENSE

98.52

TRAVEL FROM

JOULET

TRAVEL TO

MINOQUE

PURPOSE OF TRIP

(Give a brief explanation)

ENTERTAIN -
MENT

NUMBER OF DAYS AWAY
FROM HOME OVERNIGHT

4

LESS ADVANCES

AMOUNT DUE EMPLOYEE

AMOUNT DUE COMPANY

98.52

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
10-17	DINNER	ARLEY'S	FR. KUCELA	PRES.	IBC		19 90
			FR. KEVIN	ASST.	IBC		
10-20	BREAKFAST	GREEN BERRY	K. NORTON	PRES.	IBCO	STAFF MEETING	4 92
	LUNCH	HOLIDAY INN	M. EGAN	ASST.	IBCO	EN ROUTE MINOQUE	19 65
			M. PERSON	PRES.	IBCO		
10-21	DRINKS	LITTLE BOHEMIA	"	"	"	SIGHTSEEING TRIP	21 30
10-22			"	"	"	FISHING SUPPLIES	16 00
10-23			"	"	"	MISC. @ BICENTENNIAL PARK	6 50

ILLINOIS SEVEN - UP BOTTLING CO.

P.O. BOX 7

JOLIET, ILLINOIS 60434

16612

DATE 11-2-76

CUSTOMER P. A. Adams

ADDRESS _____

WE ARE TODAY Positive YOUR
ACCOUNT FOR THE FOLLOWING:

*Put on account your
Check # 232 for \$75.00*

IR 121

ENTERED BY → *le*

FOR OFFICE USE ONLY

ACCOUNT NUMBER	DEBIT	CREDIT
<i>10101</i>	<i>75.00</i>	
<i>10102</i>		<i>75.00</i>

OFFICE COPY

78040042592

VOUCHER TICKET

J 49645

VOUCHER DATE 11-16-76	INVOICE NOS. week Ending
DUE DATE 11-17-76	11 06 76
VENDOR NO. 775324	CHECK NO. 77135

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			142.01	
	Q5303			130.00	
BO	100		NET AMOUNT OF CHECK		272.01
TOTALS					
EXTENSIONS /	PUR. OR.	RECEIVING	FOOTING	APPROVED BY CI	JO

78040042593

Weekly Expense Report

pay 11-17

NAME

PHILIP A. SCHMIDT

77532

WEEK
ENDING

11-6 1976

APPROVED
BY

100

EXPENSE ITEM	SUNDAY 10/31/76	MONDAY 11/1/76	TUESDAY 11/2/76	WEDNESDAY 11/3/76	THURSDAY 11/4/76	FRIDAY 11/5/76	SATURDAY 11/6/76	TOTAL EXPENSES
1. Breakfast						4.88		4.88
2. Lunch					5.25		13.30	18.55
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs						3.50		3.50
11. Parking fees								
12. Toll fees								
13. Tips					1.00	1.50	13.00	15.50
14. Baggage fees								
15. Misc.	35.00	130.00	52.32				12.26	229.58
16. Entertainment								
TOTALS	35.00	130.00	52.32		6.25	9.88	39.56	272.01

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING 1/1	MILES @ 12c
	TOTAL EXPENSE
	272.01

TRAVEL FROM	JOLIET	JOLIET
TRAVEL TO	MADISON	CHICAGO
PURPOSE OF TRIP	PLANT	NSDA
(Give a brief explanation)	CONTRACT	CONF.

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	1	LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	10 272.01
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
10-31						CHILDERGULD DINNER TICKET	35.00
11-1						CHICAGO GOLF DUES	130.00
11-2	Liquor					ELECTION NIGHT DRINKS FOR STATE CANDIDATES	52.32
11-4	LUNCH	YULETIDE	14 PERSON	MGR	WOL	EDITING ON N/R'S	5.25
11-5	BREAKFAST	GOLDEN CREST	4 PERSON	JOLIET	CONSTRUCTION	STATIONER NO. 1100	4.88

NOV 76

176

Liquor AT
NSM conv.

- 6 NOV 76

\$004.39	—	
\$007.29	—	
\$011.63	TOTL	
\$000.53	—	TAX
\$012.26	TOTL	
\$020.00	AMT	
	TEND	
1160	\$007.74	CHRG

\$009.29	—	
\$009.29	—	
\$009.29	—	
\$005.39	—	
\$005.39	—	
\$005.39	—	
\$005.79	—	
\$049.85	TOTL	
\$002.49	—	TAX
\$052.32	TOTL	
\$052.32	BAL	
	DUE	

000

78040042595

ELECTION RETURN

PARTY

STATE CANDIDATE

7 8 0 4 0 0 1 2 5 9 6

YOUR INDEBTEDNESS TO THE CLUB AT

OCT 25 1976

IS AS FOLLOWS:

PREVIOUS BALANCE			
HOUSE ACCOUNTS			
DUES		120	-
DEBT RETIREMENT on CAP. IMPROV.		6	25
DEBT RET. on OLD MTG.		3	75
TOTAL		130	-

Chicago Golf Club
Wharton, Illinois

Bernard's Automatic Auto
Laundry, Inc.

Joliet, Ill. 60434

77 Republic Ave.
Mailing Address P. O. Box 253

Phone 725-3345 Date 11/5/76

Mr. Philip Street

No.	Charge	Cash	Account Forwarded
1	Washing		✓ 250
2	Jet Wax		
3	Melts		
4	Gas Reg.		
5	Gas H.T.		
6			
7			
8			
9			
10			
11			
12			
13			
14			

48

Your Account Stated to Bank — If Error is Found Return at Once
J. M. Thomas, Inc., Joliet, Ill.

VOUCHER TICKET

J 49647

VOUCHER DATE 11-16-76	INVOICE NOS. week Ending
DUE DATE 11-17-76	11 13 76
VENDOR NO. 775324	CHECK NO. 77135

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2900			42.07	
	Q2203			892.49	
BO	100		NET AMOUNT OF CHECK		934.56
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	

78040012598

Weekly Expense Report

NAME Philip J. Schanck 775324
WEEK ENDING 11-13-1976 APPROVED BY JAS

EXPENSE ITEM	SUNDAY 11/7/76	MONDAY 11/8/76	TUESDAY 11/9/76	WEDNESDAY 11/10/76	THURSDAY 11/11/76	FRIDAY 11/12/76	SATURDAY 11/13/76	TOTAL EXPENSES
1. Breakfast				8 10				8 10
2. Lunch	21 20	13 45		10 00				44 65
3. Dinner							34 15	34 15
4. Hotel-Motel				517 49				517 49
5. Plane fare								
6. Rail or Bus fare								
7. Taxi—Car rental	6 30	11 00	12 00	6 35				35 65
8. Tel. and Teleg.					42 07			42 07
9. Gas and oil								
10. Car repairs								
11. Parking fees					3 00			3 00
12. Toll fees								
13. Tips	6 00	5 00	5 00	8 00	3 00		5 00	32 00
14. Baggage fees								
15. Misc.					156 84			156 84
16. Entertainment		8 90	15 00		15 00		21 81	60 71
TOTALS	33 50	38 35	32 00	549 84	219 91		60 96	934 56

17. Local								
18. Other trips								

TOTAL MILEAGE—WEEK ENDING 11 MILES @ 12c 132 TOTAL EXPENSE 934 56

TRAVEL FROM			CHICAGO	JOULET		JOULET
TRAVEL TO			JOULET	CHICAGO		S. BEND
PURPOSE OF TRIP (Give a brief explanation)				IMM ANNUAL DINNER		NO FOOTBALL GAMES
NUMBER OF DAYS AWAY FROM HOME OVERNIGHT			3			
LESS ADVANCES						
AMOUNT DUE EMPLOYEE						101 934 56
AMOUNT DUE COMPANY						

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
11-7	LUNCH	BOAT PLAZA	L. VITALE	MRS.	DEAN	CENTRAL ILL. Mkt.	21 20
11-8	LUNCH	MCCORMICK PL.	M. MARION	MRS.	MARION	SHOOT IN FULTON CTY	13 45
11-8	DRINKS	"	RAY	ATLANTIC	ATLANTIC	WIS. AG RULING	8 90
11-9	DRINKS	MCCORMICK PL.	CHAS PROBERT	DEES.	ISDA	LEGISLATIVE VISIT IN ILL	15 00
			LOW KIRKNEY	VP	CHI CORP.		
11-10	BREAKFAST	RITZ	JOHN MURPHY	VP	TOP G.		8 10
11-11	DRINKS	HILTON	WAG. PYNE	REP ILLINOIS		BID FOR MEMORIAL LEADERSHIP	15 00
11-13	FOOTBALL + DINNER	S. BEND GIBBONS	WMA. SICK	PRAS.	QUAD CITY CANTEN		21 81 34 15

78040012600

46 18 410 027 043

2317

TO

01 78 BAC A

PHILIP A SCHAACK

DATE
AUTHORIZATION COPY
CASHIER'S INIT

021814707 1172
121101004 CARL
1201060270007 N
3120104146 HTL

5984521

FORM 8501-88 (REV. 3/75)

© BENTLEY'S SERVICE CORPORATION 1967, 1968, 1970
© SERVICE MARK GROUP, INC. A BENTLEY'S SERVICE CORPORATION

The undersigned hereby certifies that the amount shown on this bill is the amount actually paid to the hotel and is not a cash advance or a check drawn on the hotel's account.

Philip A. Schaack

SALES DRAFT

SALES DRAFT

AMOUNT	DESCRIPTION	TAX	TIPS & MISC.
517.49			
	TOTAL		

RETAIN THIS COPY FOR STATEMENT VERIFICATION



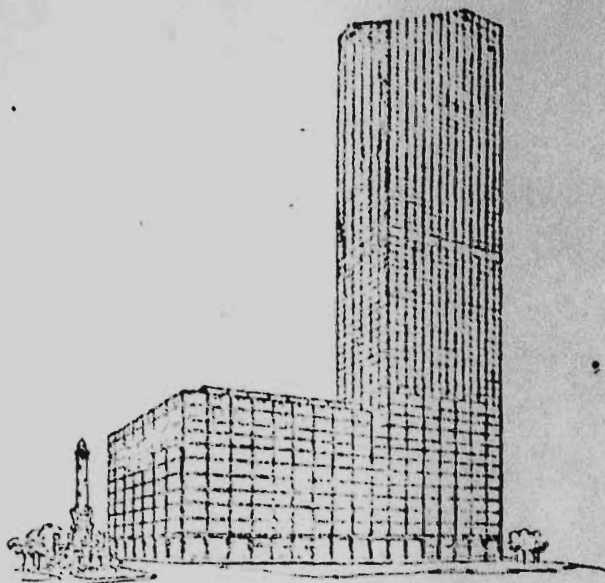
THE RITZ-CARLTON HOTEL OF CHICAGO, INC.

160 East Pearson Street at Water Tower Place
Chicago, Illinois 60611
(312) 266-1000

Date: 11/10/78 Room: 2317 Page: 01

Guest: SCHAACK PHILIP
IL SEVEN UP BOTTLING
777 JOYCE ROAD
JOLIET IL 60434

Date	Reference	Explanation	Charge/Credit
1978			
11/08	002317	LOCAL TELE	0.50
11/08	002317	ROOM CHARGE	72.00
11/08	002317	ROOMS SALES TAX	4.39
11/08	002317	CITY OCC TAX	1.44
11/08	002317	PARKING	5.00
11/07	010412	ROOM SERVICE	12.64
11/07	000079	LD 815-728 0047	2.64
11/07	010712	ROOM SERVICE	9.43
11/07	018359	THE DINING ROOM	98.16
11/07	002317	LOCAL TELE	0.50
11/07	002317	ROOM CHARGE	72.00
11/07	002317	ROOMS SALES TAX	4.39
11/07	002317	CITY OCC TAX	1.44
11/07	002317	PARKING	5.00
11/08	010615	ROOM SERVICE	4.24
11/08	010957	VALET	4.00
IT HAS BEEN A PLEASURE SERVING YOU			



THE RITZ-CARLTON HOTEL OF CHICAGO, INC.

160 East Pearson Street at Water Tower Place

Chicago, Illinois 60611

(312) 266-1000

Date: 11/10/75

Room: 2317

Page: 02

Guest: SCHARCK PHILIP
IL SEVEN UP BOTTLING
777 JOYCE ROAD
JOLIET IL 60131

Date	Reference	Explanation	Charge/Credit
1975			
11/08	007017	THE SHOP+GIFTS	17.35
11/08	001555	THE GREENHOUSE	10.95
11/08	002317	ROOM CHARGE	72.00
11/08	002317	ROOMS SALES TAX	4.39
11/08	002317	CITY OCC TAX	1.44
11/08	002317	PARKING	5.00
11/08	009995	ROOM SERVICE	7.31
11/08	000131	LD 815 729 5177	2.29
11/08	155552	THE CAFE	5.42
11/08	002317	VALET	1.00
11/08	002190	HEALTH CLUB	7.50
11/08	002317	LAUNDRY	2.00
11/08	002317	LOCAL TELE	0.50
11/08	002317	ROOM CHARGE	72.00
11/08	002317	ROOMS SALES TAX	4.39
11/08	002317	CITY OCC TAX	1.44

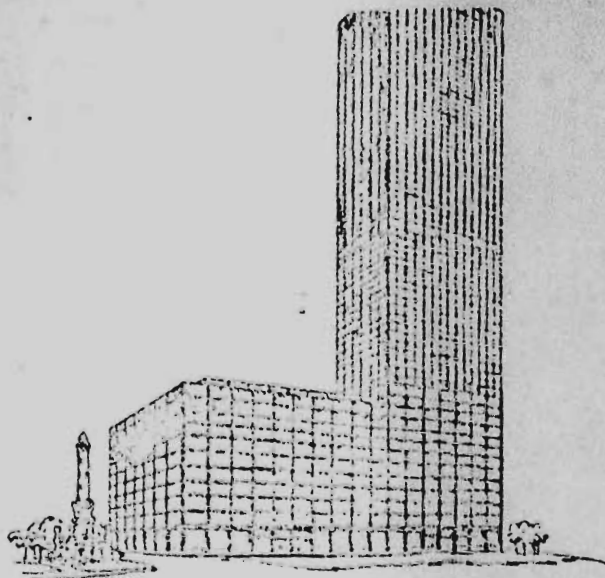
IT HAS BEEN A PLEASURE SERVING YOU

I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or association fails to pay for any part or the full amount of these charges.

Please pay
last amount
in this column

Signature

78040012601



THE RITZ-CARLTON HOTEL OF CHICAGO, INC.

160 East Pearson Street at Water Tower Place
Chicago, Illinois 60611
(312) 266-1000

Date: 11/10/75

Room: 2217

Page: 02

Guest: SCHARCK PHILIP
IL SEVEN UP BOTTLING
777 JOYCE ROAD
JOLIET IL 60131

Date	Reference	Explanation	Charge/Credit
1975			
11/09	002317	PARKING	5.00
11/10	001100	ROOM SERVICE	1.21
		TOTAL	521.99
		IT HAS BEEN A PLEASURE SERVING YOU	75
			317.47

25
35
00
29
44
00
31
29
12
00
50
00
50
00
1.50
1.00
1.29
1.44

pay
ount
olumn

I agree that my liability for this bill is not waived and I agree to be billed personally
in the event that the individual person, company, or association fails to pay
the charges

Please pay
last amount
in this column

78040012602

NOVEMBER 1, 1976
1009 SPENCER ROAD

Bill # 444-444 60 MEMBER NUMBER 248
JOLIET, ILLINOIS 60433 TELEPHONE (815) 727-3677

DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL	DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL
10-19-76		13.20	1.98	.66	15.84	10-31-75	45	50.00			50.00
10-15		RECEIVED ON ACCOUNT			111.75CR						
		TOTAL BILL						\$170.84			
		LESS 25% DUES						14.00			
		CO. LTRP.						156.84			
		10-19-76 LUNCHEON									
		W. ROONEY									
		INTERLAKE INDUSTRIES									

20 FOOD-DINING ROOM	23 HALFWAY HOUSE	27 MEN'S GRILL BAR	31 POOL PRO	36 GREENS FEE	46 CREDIT MEMO
21 FOOD-MEN'S GRILL	25 COCKTAIL LOUNGE	28 HALFWAY HOUSE-BEVERAGE	33 TENNIS GUESTS	38 CART RENTAL	48 RECEIVED ON ACCOUNT
22 POOL SNACK BAR	26 PARTY BAR	30 POOL GUESTS	34 TENNIS PRO	45 MISCELLANEOUS CHARGE	

PREVIOUS BALANCE	RECD. ON ACCT.	CREDIT MEMOS	FOOD CHARGES *	OTHER CHARGES	SERVICE CHARGE	SALES TAX
111.75	111.75CR		13.20	50.00	1.98	.66
DUES	ASSESSMENT/S	* MIN. SPENDING	CURRENT	30 DAYS	60 DAYS & OVER	BALANCE DUE
70.00	20.00	15.00	170.84			170.84

VOUCHER TICKET

J 49646

VOUCHER DATE 11-16-76	INVOICE NOS. week Ending 10 30 76
DUE DATE 11-17-76	
VENDOR NO. 775324	CHECK NO. 77135

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			36.90	
BO	100		NET AMOUNT OF CHECK		36.90
TOTALS					
EXTENSIONS	PUR. OR	RECEIVING	FOOTING	APPROVED BY	
✓				C1 [Signature]	

78040012604

VOUCHER TICKET

J 43539

VOUCHER DATE 5-4-76	INVOICE NOS. 12451
DUE DATE 5-5-76	
VENDOR NO. 775324	CHECK NO. 71403

VENDOR'S NAME

Philip A. Schaack

AP
mi

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	02203			459 42	
BO	100		NET AMOUNT OF CHECK		459 42
TOTALS					
EXTENSIONS ✓	PUR. OR.	RECEIVING	FOOTING	APPROVED BY SOL	

78040012603

Weekly Expense Report

NAME PHILIP L. SCHANK

WEEK
ENDING

5-1

1976

APPROVED
BY

27

EXPENSE ITEM	SUNDAY 4/25/76	MONDAY 4/26/76	TUESDAY 4/27/76	WEDNESDAY 4/28/76	THURSDAY 4/29/76	FRIDAY 4/30/76	SATURDAY 5/1/76	TOTAL EXPENSE
1. Breakfast						3 10		3 10
2. Lunch				2 70			15 00	17 70
3. Dinner					4 95			4 95
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs					3 50			3 50
11. Parking fees					2 00			2 00
12. Toll fees				2 00				2 00
13. Tips				2 00	4 00		3 00	9 00
14. Baggage fees								
15. Misc.							3 20 20	3 20 20
16. Entertainment				9 50				9 50
TOTALS				16 20	14 45	3 10	33 82 20	371 95

MILEAGE:	
17. Local	
18. Other trips	

TOTAL MILEAGE—WEEK ENDING	/ /	MILES @ 12c	TOTAL EXPENSE	371 95
---------------------------	-----	-------------	---------------	--------

TRAVEL FROM		JOLIET CHICAGO	PEORIA	
TRAVEL TO		PEORIA	JOLIET	
PURPOSE OF TRIP (Give a brief explanation)		LITER INTRO ENVIR. MEETINGS		

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	1	LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	371 95
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
18	DRINKS	HILTON	RAVENY	MR. VP	DR. PIPMAN	LITER BOTTLE 26-02 VS 23-02	9 50
20	BREAKFAST	SECOND BEAR	K. NORTON	PRES.	JOLIET GENERAL	W. CHILDS, ADDITION	3 10
21	LUNCH	AL'S	R. T. WELSH	PRES.	WELSH GENERAL	WELSHING	15 00

ANDERSON 7 up

**WEEK
ENDING**

Photo A Sallack

APPROVED
BY

SATURDAY
5/1/76

**TOTAL
EXPENSES**

MILEAGE:

TOTAL MILEAGE — WEEK ENDING

MILES @ 12c

TOTAL EXPENSE

TRAVEL FROM	JOLIET	MADISON				
TRAVEL TO	MADISON	JOLIET				
PURPOSE OF TRIP	IVIS.					
Give a brief explanation)	BOTTLERS					
	CONF.					

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	1	AMOUNT DUE EMPLOYEE	48 89
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

[illegible]

Weekly Expense Report

NAME

THI A. Schmale

275 329

WEEK
ENDING

4-24

1978

APPROVED
BY

625

EXPENSE ITEM	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	TOTAL EXPENSES
1. Breakfast	4 18 176	4 14 176	4 120 176	4 121 176	4 122 176	4 123 176	4 124 176	
2. Lunch	4 70							4 70
3. Dinner		8 10						8 10
4. Hotel-Motel		60 26						60 26
5. Plane fare								
6. Rail or bus fare	5 80	5 80						11 60
7. Taxi—Car rental	14 50	15 10						29 60
8. Tel. and Tolog.								
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees								
13. Tips	7 00	8 00						15 00
14. Baggage fees								
15. Misc.			97 32					97 32
16. Entertainment	12 00							12 00
TOTALS	44 00	97 26	97 32					238 58

MILEAGE:

17. Local							
18. Other trips							

TOTAL MILEAGE — WEEK ENDING / /

MILES @ 12c

TOTAL EXPENSE

3385

TRAVEL FROM	TAMPA	DALINJ					
TRAVEL TO	DALINJ	TAMPA					
PURPOSE OF TRIP	DR						
(Give a brief explanation)	PEPPER						
	BOTTLE'S						
	ASSN DIR						
	MEETINGS						

NUMBER OF DAYS AWAY
FROM HOME OVERNIGHT

LESS ADVANCES

AMOUNT DUE EMPLOYER

AMOUNT DUE COMI

0.00*

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS

[illegible]

38 • 58 +

48 • 39+

371.95+

(459.42*)

0-00*

PAID

VOUCHER TICKET

J 43787

VOUCHER DATE 5-12-76	INVOICE NOS. 10253
DUE DATE 5-12-76	
VENDOR NO. 775324	CHECK NO. 71648

VENDOR'S NAME

Phillip Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			95.20	
BO	100		NET AMOUNT OF CHECK		95.20
TOTALS					
EXTENSIONS ✓	PUR. OR.	RECEIVING	FOOTING	APPROVED BY CP EAL	

73040042600

Weekly Expense Report

NAME
WEEK
ENDING

5-8 1976

APPROVED
BY

(27)

EXPENSE ITEM	SUNDAY 5/2/76	MONDAY 5/3/76	TUESDAY 5/4/76	WEDNESDAY 5/5/76	THURSDAY 5/6/76	FRIDAY 5/7/76	SATURDAY 5/8/76	TOTAL EXPENSES
1. Breakfast			2 20	3 15	4 60	7 75		22 20
2. Lunch			15 55	8 40	6 20			30 15
3. Dinner			6 30		5 50			11 80
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees					1 40	90		2 30
13. Tips			4 50	2 00	3 00	1 25	1 00	11 75
14. Baggage fees								
15. Misc.								
16. Entertainment							15 00	15 00
TOTALS			33 05	13 55	20 70	9 90	18 00	95 20

MILEAGE:	
17. Local	
18. Other trips	

TOTAL MILEAGE—WEEK ENDING	1 1	MILES @ 12c	TOTAL EXPENSE	95 20
---------------------------	-----	-------------	---------------	-------

TRAVEL FROM	JOLIET	JOLIET	JOLIET	JOLIET
TRAVEL TO	SPRINGFIELD	PEORIA	NILES	CHICAGO
PURPOSE OF TRIP	HB 1838	LITIG	REGIMING	
(Give a brief explanation)	HEARING	EVALUATION	ENVIRON- MENTAL MEETINGS	

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	1	LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	95 20
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
4	BREAKFAST	LINCOLN SOCIETY	C. BOSSCH	PRES.	ISDA		6 70
	LUNCH	NICHOLS	J. ALFORD	LOANIST	US STOCK MARKET	HB 1838	15 55
			AL. BAYRENS	ASST. TO PRES.	US STOCK		
5	LUNCH	HILTON	R. GILMORE	VP	CATERING - ACCT		8 40
7	DEPARTING	HYATT	J. ROJAS		AMERICAN INTEGRAL	REVIEW	7 75
8	SPRINGFIELD	DEAN CATERING	BROWN FAY	GENS. PRES.	BROWN FAY		15 00
			T. COLLINGS	OWNER	US STOCK		
			W. RUCER	PRES.	US STOCK		

VOUCHER TICKET

J 43982

VOUCHER DATE 5-19-76	INVOICE NOS.
DUE DATE 5-19-76	1031842
VENDOR NO. 775324	CHECK NO.

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2303			134.44	
	Q2900			24.17	
BO	100		NET AMOUNT OF CHECK		158.61
TOTALS					
EXTENSIONS ✓	PUR. OR.	RECEIVING	FOOTING	APPROVED BY CP E.H.	

73040012611

Weekly Expense Report

775324

NAME PHILIP M. SCHNACK
WEEK ENDING 15 1976
APPROVED BY [Signature]

EXPENSE ITEM	SUNDAY 5/19/76	MONDAY 5/20/76	TUESDAY 5/21/76	WEDNESDAY 5/22/76	THURSDAY 5/23/76	FRIDAY 5/24/76	SATURDAY 5/25/76	TOTAL EXPENSES
1. Breakfast			2.95					2.95
2. Lunch								
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi - Car rental								
8. Tel. and Tolog.	24.17							24.17
9. Gas and oil								
10. Car repairs			3.50	.80				4.30
11. Parking fees				4.95				4.95
12. Toll fees								
13. Tips			.50			4.00		4.50
14. Baggage fees								
15. Misc.	117.74							117.74
16. Entertainment								
TOTALS	141.91		6.94	5.75		4.00		158.60
MILEAGE:								

108.60

TOTAL MILEAGE - WEEK ENDING 11 MILES @ 12c 1.32
TOTAL EXPENSE 158.60

TRAVEL FROM JOLIET
TRAVEL TO CHICAGO
PURPOSE OF TRIP ISCC MEETING
(Give a brief explanation)

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT 1
LESS ADVANCES
AMOUNT DUE EMPLOYEE
AMOUNT DUE COMPANY

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
		NAMES	TITLE	COMPANY		
					JOLIET C.C. DUES & BILLS	117.74
BREAKFAST	SHOREWOOD	T. SPENGLER			WEX.COM. MEETING	2.95
GOLF	WILSONVILLE	C. DANIELS	VP	Myrtle Beach	TIPS	4.00

PAID

VOUCHER TICKET

J 44166

VOUCHER DATE <i>5-25-76</i>	INVOICE NOS. <i>10466</i>
DUE DATE <i>5-26-76</i>	CHECK NO. <i>72071</i>
VENDOR NO. <i>775324</i>	

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	<i>92323</i>			<i>18033</i>	
BO	100		NET AMOUNT OF CHECK		<i>18033</i>
TOTALS					
EXTENSIONS <i>✓</i>	PUR. OR.	RECEIVING	FOOTING	APPROVED BY <i>at RB</i>	

78040012613

Weekly Expense Report

WEEK ENDING 5-33 1976 APPROVED BY (81) 115002

EXPENSE ITEM	SUNDAY 5/16/76	MONDAY 5/17/76	TUESDAY 5/18/76	WEDNESDAY 5/19/76	THURSDAY 5/20/76	FRIDAY 5/21/76	SATURDAY 5/22/76	TOTAL EXPENSES
1. Breakfast						4 30		4 30
2. Lunch	3 70					12 10		15 80
3. Dinner				11 93	21 10	5 00		41 03
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental						16 70		16 70
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs			2 50					3 50
11. Parking fees							4 00	4 00
12. Toll fees	3 00	3 00						6 00
13. Tips		4 00		2 00	3 00	4 00	3 00	16 00
14. Baggage fees								
15. Misc.								
16. Entertainment	25 00	36 00					12 00	73 00
TOTALS	31 70	43 00	3 50	16 93	24 10	42 10	19 00	180 33

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING 1 / 1	MILES @ 12c
TOTAL EXPENSE	180 33

TRAVEL FROM	JOLIET ILL	JOLIET			JOLIET	JOLIET
TRAVEL TO	LINCOLN NEBR	LINCOLN NEBR			ST LOUIS MO	CHICAGO
PURPOSE OF TRIP	100	150A			WINTER	CHI TIP
(Give a brief explanation)	COMMITMENT	CONV.			FUNERAL	100 PT
	150A					BANKING
	ANNUAL					
	CONV.					

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT		LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	180 33
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

ITEM	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT	
			NAMES	TITLE	COMPANY			
16						CONVENTION EXPENSE	25	00
17	DRINKS	MARRIOTT	SEN. PATRICK	- Roy BURTON - O-T				
				W. HUNTER - SQUIET				
				H. S. S. - DR. PUPPE			36	00
				ED. S. S. - PEPSI	WASHINGTON - DR. PUPPE FRANCHISE			
				MICKY HUNTER - COX - L. S. S. S.				
19	DINNER	MANOR INN	GEV. S. S. S.	PRES.	SCHULTZ	CLINICAL CONTRACT	14	93
20	DINNER	AL's	JOHN S. S.	PRES.	WIDOW DAIRY	WATER DISTRIBUTION	21	10
21	BREAKFAST	HOOPER JOHNSON	G. BLAVER			TRIP TO ST. LOUIS	4	30
	LUNCH	CLAY'S INN	H. S. S.	VP	JINT	WINTER FUNERAL	12	00
22	DRINKS	DRAKE	M. J. KIDNEY	VP	Top Co.	KIDNEY'S NEW ASSIGNMENT @ 7.00	12	00

VOUCHER TICKET

J 44330

VOUCHER DATE 6-2-76	INVOICE NOS. 12652
DUE DATE 6-2-76	
VENDOR NO. 775321	CHECK NO. 72218

VENDOR'S NAME

Philip A. Schaack

AP

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	62203			294 34	
BO	100		NET AMOUNT OF CHECK		294 34
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
/				82 5	

78040042615

Weekly Expense Report pay 11-17

WEEK
ENDING

THL A. Schneck

775324

APPROVED
BY

EXPENSE ITEM	SUNDAY 10/24/76	MONDAY 10/25/76	TUESDAY 10/26/76	WEDNESDAY 10/27/76	THURSDAY 10/28/76	FRIDAY 10/29/76	SATURDAY 10/30/76	TOTAL EXPENSES
1. Breakfast				10.50				10.50
2. Lunch	16.90							16.90
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs					3.50			3.50
11. Parking fees								
12. Toll fees	1.50							1.50
13. Tips	3.00			1.50				4.50
14. Baggage fees								
15. Misc.								
16. Entertainment								
TOTALS	21.40			12.00	3.50			36.90

MILEAGE:

17. Local						
18. Other trips						

TOTAL MILEAGE — WEEK ENDING

MILES @ 12c

TOTAL EXPENSE

36 90

TRAVEL FROM	MINOCQUA		JOLIET		
TRAVEL TO	JOLIET		SEAFORD		
PURPOSE OF TRIP			INTERMEDIATE		
(Give a brief explanation)			CONTACT		
			W. H. H. H.		
			CONNECTION		

NUMBER OF DAYS AWAY
FROM HOME OVERNIGHT

LESS ADVANCES

AMOUNT DUE EMPLOYEE

AMOUNT DUE COMPANY

✓	C	36	90
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EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

[illegible]

OCTOBER 1, 1976
1009 SPENCER ROAD

Joliet Country Club

JOLIET, ILLINOIS 60433

MEMBER NUMBER 248
TELEPHONE (815) 727-3677

DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL	DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL
9-0228		.30	.03	.02	.35	9-0220		2.00	.30	.10	2.40
9-0238		4.00			4.00	9-30		RECEIVED ON	ACCOUNT		204.95CR
TOTAL BILL LESS 25% DUES LESS PERSONAL ex. exp.						111.75 - 17.50 94.25 6.30 87.95					

CODES: 20 FOOD-DINING ROOM 23 HALFWAY HOUSE 27 MEN'S GRILL BAR 31 POOL PRO 36 GREENS FEE 46 CREDIT MEMO
21 FOOD-MEN'S GRILL 25 COCKTAIL LOUNGE 28 HALFWAY HOUSE-BEVERAGE 33 TENNIS GUESTS 38 CART RENTAL 48 RECEIVED ON ACCOUNT
22 POOL SNACK BAR 26 PARTY BAR 30 POOL GUESTS 34 TENNIS PRO 45 MISCELLANEOUS CHARGE

PREVIOUS BALANCE	RECD. ON ACCT	CREDIT MEMOS	FOOD CHARGES *	OTHER CHARGES	SERVICE CHARGE	SALES TAX
204.95	204.95CR		2.00	4.30	.33	.12
DUES	ASSESSMENT/S	* MIN SPENDING	CURRENT	30 DAYS	60 DAYS & OVER	BALANCE DUE
70.00	20.00	15.00	111.75			111.75

SEPTEMBER 1, 1976

31 SPENCER ROAD

JOLIET, ILLINOIS 60431

4 0 0 4 2 6

TELEPHONE (815) 727-3677

MEMBER NUMBER 248

DATE	AMOUNT	SERVICE	SALES TAX	TOTAL	DATE	AMOUNT	SERVICE	SALES TAX	TOTAL
-3045	50.00			50.00	11-3045	7.50			7.50
-07	RECEIVED ON ACCOUNT			170.84CR					
	TOTAL BILL					162.50			
	LESS: 25% DUES					17.50			
	CO. Exp					145.00			

20 FOOD-DINING ROOM	23 HALFWAY HOUSE	27 MEN'S GRILL BAR	31 POOL PRO	36 GREENS FEE	46 CREDIT MEMO
21 FOOD-MEN'S GRILL	25 COCKTAIL LOUNGE	28 HALFWAY HOUSE-BEVERAGE	33 TENNIS GUESTS	38 CART RENTAL	48 RECEIVED ON ACCOUNT
22 POOL SNACK BAR	26 PARTY BAR	30 POOL GUESTS	34 TENNIS PRO	45 MISCELLANEOUS CHARGE	

PREVIOUS BALANCE	RECD. ON ACCT.	CREDIT MEMOS	FOOD CHARGES *	OTHER CHARGES	SERVICE CHARGE	SALES TAX
170.84	170.84CR			57.50		
DUES	ASSESSMENT/S	* MIN. SPENDING	CURRENT	30 DAYS	60 DAYS & OVER	BALANCE DUE
70.00	20.00	15.00	162.50			162.50

JANUARY 1, 1977

Joliet Country Club 4 2 6 1 9

1009 SPENCER ROAD

JOLIET, ILLINOIS 60433

MEMBER NUMBER 248

TELEPHONE (815) 727-3677

DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL
12-09-20		1.40	.21	.07	1.68
12-12-20		16.00	2.40	.80	19.20
TOTAL BILL LESS 25% DUES LESS PERSONAL					
12-12 - JAS. FAY VAULT REST.					

DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL
12-12-25		2.50	.25	.13	2.88
12-31		RECEIVED ON ACCOUNT			162.50CR
		113.76			
		17.50			
		96.26			
		1.40			
		94.86			

CODES:	20 FOOD-DINING ROOM	23 HALFWAY HOUSE	27 MEN'S GRILL BAR	31 POOL PRO	36 GREENS FEE	46 CREDIT MEMO
	21 FOOD-MEN'S GRILL	25 COCKTAIL LOUNGE	28 HALFWAY HOUSE-BEVERAGE	33 TENNIS GUESTS	38 CART RENTAL	48 RECEIVED ON ACCOUNT
	22 POOL SNACK BAR	26 PARTY BAR	30 POOL GUESTS	34 TENNIS PRO	45 MISCELLANEOUS CHARGE	

PREVIOUS BALANCE	RECD ON ACCT.	CREDIT MEMOS	FOOD CHARGES	OTHER CHARGES	SERVICE CHARGE	SALES TAX
162.50	162.50CR		17.40	2.50	2.86	1.00
DUES	ASSESSMENT/S	• MIN. SPENDING	CURRENT	30 DAYS	60 DAYS & OVER	BALANCE DUE
70.00	20.00		113.76			113.76

VOUCHER TICKET

J 41776

VOUCHER DATE 3-30-76	INVOICE NOS. 11783
DUE DATE 4-1-76	CHECK NO. 70452
VENDOR NO. 775324	

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
B0101	Q2203			80 81	
BO	100		NET AMOUNT OF CHECK		80 81
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓				SR KB	

78040042620

Weekly Expense Report

11783

NAME
WEEK
ENDING

THURSDAY A. Schanck
3-27 1976

APPROVED
BY

WJH

EXPENSE ITEM	SUNDAY 3/21/76	MONDAY 3/22/76	TUESDAY 3/23/76	WEDNESDAY 3/24/76	THURSDAY 3/25/76	FRIDAY 3/26/76	SATURDAY 3/27/76	TOTAL EXPENSES
1. Breakfast			2.26		4.20			6.46
2. Lunch				4.50		10.60		15.10
3. Dinner			6.00					6.00
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi - Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs				3.50				3.50
11. Parking fees								
12. Toll fees					2.00			2.00
13. Tips			1.25	.75	.75			2.75
14. Baggage fees								
15. Misc.								
16. Entertainment	25.00					20.00		45.00
TOTALS	25.00		9.51	8.75	6.95	30.60		80.81

17. Local								
18. Other trips								

TOTAL MILEAGE - WEEK ENDING	/ /	MILES @ 12c	TOTAL EXPENSE	80.81
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TRAVEL FROM		JOLIET	JOLIET	JOLIET
TRAVEL TO		LISLE	Lake Forest	Chicago
PURPOSE OF TRIP		ABC	DIR.	DIR.
(Give a brief explanation)		GR. COM	MEETING	MEETING

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT		LESS ADVANCES	AMOUNT DUE EMPLOYEE	AMOUNT DUE COMPANY
				80.81

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
21	DRINKS	D'AMICO'S	PLAYCE BROWN	SENIOR JOYCE		HADASSAH DINNER	25.00
23	BREAKFAST	WALTON	R. COLVIN	EX. SEC.	P. H. C.	1000 1000	2.26
24	LUNCH	FLICKS	G. TURNER	SL. MGR	ALINEANT		4.50
25	BREAKFAST	HOLLAND	T. SPENCER				4.20
26	DRINKS	WUBINATION	R. STEPHEN	MANAGER	SHOPPING	ENTERTAINMENT	20.00
			J. KOST	PIZZA	1.15		
			F. EMICH	EMICH	1.00		

VOUCHER TICKET

J 42551

VOUCHER DATE 4-7-76	INVOICE NOS. 5931
DUE DATE 4-7-76	
VENDOR NO. 775324	CHECK NO. 70606

VENDOR'S NAME

PHILIP A. SCHACK

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
<i>Bo/c/</i>	Q 2203			<i>254.75</i> 300.38	
Bo/c/	<i>E 2203</i>			<i>45.65</i>	
BO	100		NET AMOUNT OF CHECK		300 38
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
<i>✓</i>				<i>LB KB</i>	

78040012622

VOUCHER TICKET

J 42856

VOUCHER DATE 4-12-76	INVOICE NOS. 10045
DUE DATE 4-14-76	
VENDOR NO. 775324	CHECK NO. 70820

VENDOR'S NAME

PHILIP SCHAACK

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
BO	Q2900			32 82	
BO	Q2203			27 00	
				197 40	
				70 00	
BO	Q5303			32 82	
	Q2203			170 40	
BO	100		NET AMOUNT OF CHECK		300 22
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓		✓		L.S. CP	

78040042623

Weekly Expense Report

100%

WEEK ENDING

4-15 1976

APPROVED BY

ET

775321

EXPENSE ITEM	SUNDAY 4/4/76	MONDAY 4/5/76	TUESDAY 4/6/76	WEDNESDAY 4/7/76	THURSDAY 4/8/76	FRIDAY 4/9/76	SATURDAY 4/10/76	TOTAL EXPENSES
1. Breakfast			3 50					3 50
2. Lunch				5 75				5 75
3. Dinner	42 60		6 00					48 60
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.	32 82							32 82
9. Gas and oil								
10. Car repairs				3 50				3 50
11. Parking fees								
12. Toll fees								
13. Tips			1 25	1 00				2 25
14. Baggage fees								
15. Misc.		178 80		25 00				203 80
16. Entertainment								
TOTALS	75 42	178 80	10 75	35 25				300 22

MILEAGE:

17. Local								
18. Other trips								

TOTAL MILEAGE—WEEK ENDING 1 / 1

MILES @ 12c

TOTAL EXPENSE

300 22

TRAVEL FROM			JOLIET				
TRAVEL TO			LISLE				
PURPOSE OF TRIP			112C				
(Give a brief explanation)			TRUSTEE				
			MEETING				

PAID

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT

LESS ADVANCES

AMOUNT DUE EMPLOYEE

AMOUNT DUE COMPANY

300 22

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

ITEM	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT	
			NAMES	TITLE	COMPANY			
4	DINNER	DRAKER	T. STURTON	OWNER	KKIC CATERING	704 USLE	42	60
5						JOLIET C.C. DUES + BILLS	178	80
6	BREAKFAST	VAULT	Z. COLVIN	EX. SEC	FOR C	LEGISLATIVE MEETING	3	50
7	LUNCH	SHERATON	J. KISTLER	PRES.	KISTLER PLASTICS		5	75
7	CONTRIBUTION	TO JOLIET CHILDRENS SCHOOL - TED SCHNEIDER - DRAUDEN COM 40 PLANT					25	00
				</				

VOUCHER TICKET

J 41834

VOUCHER DATE 3-31-76	INVOICE NOS. 9932
DUE DATE 4-1-76	
VENDOR NO. 775324	CHECK NO. 70452

VENDOR'S NAME

PHILIP A. SCHAAK

ACCOUNT NUMBER				DEBIT		CREDIT	
CODE	NUMBER	OPR.					
	A 0802		Philip Sehaack	200	00		
BO	100		NET AMOUNT OF CHECK			200	00
TOTALS							
EXTENSIONS	PUR. OR	RECEIVING	FOOTING	APPROVED BY			
				LB GH			

78040012625

775324

CHECK AUTHORIZATION

9931

Date March 31, 1976 Check Amount \$ 200.00

Payee Philip A. Schaack

Explanation of Stub

Advancement on expenses for Dr Pepper Bottlers' Assn.

To be charged as follows

A0802

Special Instructions

Give check to P. A. Schaack

Authorized By:

Philip A. Schaack

And/or Approved By:

[Signature]

79040012623

VOUCHER TICKET

J 45851

VOUCHER DATE 7-20-76	INVOICE NOS. 11080
DUE DATE 7-21-76	
VENDOR NO. 775324	CHECK NO. 73677

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	A2203			131.82	
	B3801			21.00	
	A5303			70.00	
BO	100		NET AMOUNT OF CHECK		221.82
TOTALS					
EXTENSIONS	PUR OR	RECEIVING	FOOTING	APPROVED BY	
✓				LB KB	

78040012627

172.3a

WEEK FINDING

7-15

1970

APPROVED
BY

1211

EXPENSE ITEM	SUNDAY 7/11/76	MONDAY 7/12/76	TUESDAY 7/13/76	WEDNESDAY 7/14/76	THURSDAY 7/15/76	FRIDAY 7/16/76	SATURDAY 7/17/76	TOTAL EXPENSES
1. Breakfast		3 60						3 60
2. Lunch						7 00		7 00
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees				5 25		4 90		8 15
12. Toll fees				1 40		1 40		2 80
13. Tips		60		1 00			3 00	4 60
14. Baggage fees								
15. Misc.		140 67		20 00	25 00			185 67
16. Entertainment				10 00				10 00
TOTALS		144 87		35 65	25 00	12 30	3 00	221 82

MILEAGE:

17. Local							
18. Other trips							

TOTAL MILEAGE — WEEK ENDING / /

221 82

TRAVEL FROM			JOLIET		<div>1103</div> <div>0. *</div> <div>A 2203 131.82 + 20.00 + A 3801 70.00 + A 5303 221.82 *</div>
TRAVEL TO			CHICAGO		
PURPOSE OF TRIP (Give a brief explanation)			MEET		
			MEETING		
NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	→ <div></div>			<div>LI</div> <div>A</div> <div>A</div>	<div>11022182</div>

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

[illegible]

JULY 1, 1976

Joliet Country Club

MEMBER NUMBER 248
TELEPHONE (815) 727-3677

009 SPENCER ROAD

JOLIET, ILLINOIS 60433

DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL	DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL
6-04	21	3.40	.51	.17	4.08	6-08	20	7.00	1.05	.35	8.40
6-08	25	2.50	.25	.13	2.88	6-08	25	4.25	.43	.21	4.89
6-08	38	5.00			5.00	6-09	27	2.00	.20	.10	2.30
6-10	20	2.00	.30	.10	2.40	6-10	23	.20	.02	.01	.23
6-10	38	5.00			5.00	6-15	28	2.00	.20	.10	2.30
6-15	20	1.25	.19	.06	1.50	6-15	38	5.00			5.00
6-17	23	.20	.02	.01	.23	6-17	38	4.00			4.00
6-18	20	1.85	.28	.09	2.22	6-22	20	6.10	.92	.31	7.33
6-24	38	1.50			1.50	6-27	20	12.50	1.88	.63	15.01
6-27	25	6.00	.60	.30	6.90	6-27	38	10.00			10.00
6-18		RECEIVED ON ACCOUNT			266.11CR						

TOTAL BILL 181.17
 LESS 25% DUES -17.50
 LESS PERSONAL 163.67
 CO EXP. -23.00
 140.67

6-4 LLOYD BERLIN - ECONOMY - LUNCH
 6-8 M. R. L. ANDERSON - TWILIGHT GOLF
 6-22 W. ROONEY INTERLARE - LUNCH
 6-27 R. STRUTZ JOLIET TENNIS CLUB - GOLF - DINNER

CODES: 20 FOOD-DINING ROOM 23 HALFWAY HOUSE 27 MEN'S GRILL BAR 31 POOL PRO 36 GREENS FEE 46 CREDIT MEMO
 21 FOOD-MEN'S GRILL 25 COCKTAIL LOUNGE 28 HALFWAY HOUSE-BEVERAGE 33 TENNIS GUESTS 38 CART RENTAL 48 RECEIVED ON ACCOUNT
 22 POOL SNACK BAR 26 PARTY BAR 30 POOL GUESTS 34 TENNIS PRO 45 MISCELLANEOUS CHARGE

PREVIOUS BALANCE	RECD. ON ACCT.	CREDIT MEMOS	FOOD CHARGES*	OTHER CHARGES	SERVICE CHARGE	SALES TAX
266.11	266.11CR		34.10	47.65	6.85	2.57
DUES	ASSESSMENT/S	* MIN. SPENDING	CURRENT	30 DAYS	60 DAYS & OVER	BALANCE DUE
70.00	20.00		181.17			181.17

040012629

Weekly Expense Report (12652)

WEEK
ENDING

APPROVED
BY

(27)

EXPENSE ITEM	SUNDAY 5/13/76	MONDAY 5/14/76	TUESDAY 5/15/76	WEDNESDAY 5/16/76	THURSDAY 5/17/76	FRIDAY 5/18/76	SATURDAY 5/19/76	TOTAL EXPENSES
1. Breakfast		3.15		5.15				7.11
2. Lunch		3.20				8.55		11.75
3. Dinner				8.40		24.55		32.95
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees			3.00					3.00
12. Toll fees		1.40				1.40		3.60
13. Tips		1.00		3.00		1.50		5.50
14. Baggage fees								
15. Misc.	177.73				52.70			230.43
16. Entertainment								
TOTALS	177.73	8.75	3.00	15.36	52.70	36.00		294.34

MILEAGE:	
17. Local	
18. Other trips	

TOTAL MILEAGE—WEEK ENDING / /

MILES @ 12c

TOTAL EXPENSE

TRAVEL FROM	JOLIET	JOLIET	JOLIET	JOLIET	JOLIET
TRAVEL TO	CHICAGO	CHICAGO	LISLE	CHICAGO	CHICAGO
PURPOSE OF TRIP	ISDA	REST.	IBC	ISDA	ISDA
(Give a brief explanation)	CONF.	SHOW	TRUSTEES	CONF.	CONF.
NUMBER OF DAYS AWAY FROM HOME OVERNIGHT					
LESS ADVANCES					
AMOUNT DUE EMPLOYEE					
AMOUNT DUE COMPANY					

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
23						CHICAGO GOLD CLUB LUNCHEON & DINNER	177.73
26	BREAKFAST	W. JACOBS	W. JACOBS	W. JACOBS	JACOBS		3.96
27						SEE ATTACHED	
28	LUNCH	FLICKS	W. JACOBS	W. JACOBS	W. JACOBS		8.55
	DINNER	TOWER	W. JACOBS	W. JACOBS	W. JACOBS	DR. HOPPER BLISS	24.55



VOUCHER TICKET

J 44547

VOUCHER DATE 6-8-76	INVOICE NOS. 10613
DUE DATE 6-9-76	
VENDOR NO. 775324	CHECK NO. 72428

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	02303			5655	
BO	100		NET AMOUNT OF CHECK		5655
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓				 	

7804004263-1

Weekly Expense Report

NAME Philip A. Schack
WEEK ENDING 6-5-1970 APPROVED BY [Signature]

EXPENSE ITEM	SUNDAY 5/30/76	MONDAY 5/31/76	TUESDAY 6/1/76	WEDNESDAY 6/2/76	THURSDAY 6/3/76	FRIDAY 6/4/76	SATURDAY 6/5/76	TOTAL EXPENSES
1. Breakfast				2 10				2 10
2. Lunch			6 50	3 00				9 50
3. Dinner				24 20				24 20
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental				5 40				5 40
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs					3 50			3 50
11. Parking fees					4 25			4 25
12. Toll fees				1 40	1 40			2 80
13. Tips			80	4 00				4 80
14. Baggage fees								
15. Misc.								
16. Entertainment								
TOTALS			7 30	40 10	9 15			56 55

1001.3

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING <u>1/1</u>	MILES @ 12c

TOTAL EXPENSE 56 55

TRAVEL FROM	JOLIET	JOLIET	JOLIET
TRAVEL TO	KICK	JOLIET	CHICAGO
PURPOSE OF TRIP		ISDA ENV	IBC
(Give a brief explanation)		COM.	TRUSTEES
		ILL. HSE	
		REP. RECEPTION	

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT		LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	56 55
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
1	LUNCH	LITTLE COUNTRY	B. W. H. H. H.	TRAVEL	W. H. H. H.	KICK MEET	6 50
2	DINNER	RED	W. H. H. H.	REP.	ILL.	HB 2858	24 20

VOUCHER TICKET

44734

VOUCHER DATE 6-11-76	INVOICE NOS. 10089
DUE DATE 6-16-76	
VENDOR NO. 775321	CHECK NO. 72661

VENDOR'S NAME

PHILIP A. SCHAAK

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	B 2203			263 68	
	B 2900			44 71	
	B 5303			22 84	
BO	100		NET AMOUNT OF CHECK		331 23
			TOTALS		
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓				LB af	

78040012633

Weekly Expense Report

1000

NAME
WEEK
ENDING

Philip Schiack
6-12-1976

APPROVED
BY

775324
WJ

EXPENSE ITEM	SUNDAY 6/6/76	MONDAY 6/7/76	TUESDAY 6/8/76	WEDNESDAY 6/9/76	THURSDAY 6/10/76	FRIDAY 6/11/76	SATURDAY 6/12/76	TOTAL EXPENSES
1. Breakfast					3 92		3 92	3 92
2. Lunch					8 40		8 40	8 40
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.	44 71						8 20	44 71
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees								
13. Tips				50	1 75			2 25
14. Baggage fees								
15. Misc.	24 11	22 84	85 23					264 95
16. Entertainment				4 00		3 00		7 00
TOTALS	256 82	22 84		4 50	14 07	3 00		331 23

MILEAGE:	
17. Local	
18. Other trips	

TOTAL MILEAGE—WEEK ENDING / /	MILES @ 12c	TOTAL EXPENSE
		331 23

TRAVEL FROM	
TRAVEL TO	
PURPOSE OF TRIP (Give a brief explanation)	

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	LESS ADVANCES
	AMOUNT DUE EMPLOYEE
	AMOUNT DUE COMPANY
	331 23

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
6-6						JOHN C. C. DUES & BILLS	253 11
6-7						STATE ATTORNEY	22 84
6-9	DRINKS	HOWARD JOHNSON	RAY JOHNSON	VANDINE	ILL 7-4	ELECTION	4 00
6-10	BREAKFAST	2 GOLDMAN	4 STONITZ			INFORMATION ON UNION ELECTION	6 92
6-10	LUNCH	SPRINGWOOD	P. PUTY		JUBILATION 1977		8 40
6-11						TIPS - GOLF ART SILK CANTER	3 00

VOUCHER TICKET

J 45024

VOUCHER DATE 6-22-76	INVOICE NOS. 10754
DUE DATE 6-23-76	
VENDOR NO. 775324	CHECK NO. 72917

VENDOR'S NAME

PHILIP A. SCHAAK

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q 2203			96.77	
BO	100		NET AMOUNT OF CHECK		96.77
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓				LB	

78040012635

VOUCHER NO.

J 45651

VOUCHER DATE 7-13-76	INVOICE NOS. 13057
DUE DATE 7-11-76	
VENDOR NO. 775324	CHECK NO. 73460

VENDOR'S NAME

Philip A. Schaack

✓ 69.89

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			495 14	
	Q2900			43 61	
BO	100		NET AMOUNT OF CHECK		538 75
TOTALS					
EXTENSIONS ✓	PUR. OR.	RECEIVING	FOOTING	APPROVED BY 82 <i>[Signature]</i>	

78040012637

775324

CHECK AUTHORIZATION

11524

Date September 29, 1976 Check Amount \$ 200.00

Payee Philip A. Schaack

Explanation of Stub

Advance on expenses

To be charged as follows

A0802

Special Instructions

Give check to Helen

Authorized By:

Philip A. Schaack

And/or Approved By:

VOUCHER TICKET

J 48059

VOUCHER DATE 9-28-76	INVOICE NOS. 11509
DUE DATE 9-29-76	CHECK NO. 75811
VENDOR NO. 775324	

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			75 06	
	Q3800			25 00	
BO	100		NET AMOUNT OF CHECK		100 06
			TOTALS		
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓				CI <i>de</i>	

78040042639

(1150)

**WEEK
ENDING**

APPROVED
BY

87

EXPENSE ITEM	SUNDAY 9/19/76	MONDAY 9/20/76	TUESDAY 9/21/76	WEDNESDAY 9/22/76	THURSDAY 9/23/76	FRIDAY 9/24/76	SATURDAY 9/25/76	TOTAL EXPENSES
1. Breakfast						3 36		3 36
2. Lunch			5 00					5 00
3. Dinner		17 90					20 15	38 05
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental						4 75		4 75
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs					3 50			3 50
11. Parking fees						4 65		4 65
12. Toll fees								
13. Tips		2 75				7 00	3 00	12 75
14. Baggage fees								
15. Misc.	25 00							25 00
16. Entertainment			3 00					3 00
TOTALS	25 00	20 65	8 00		3 50	19 76	23 15	100 00

MILEAGE:									
17a Local									
17b Other trips									
TOTAL MILEAGE—WEEK ENDING				/	/	→		MILES @ 17c →	

						TOTAL EXPENSE →	\$ 100.00
TRAVEL FROM						JOLIET	
TRAVEL TO						CHICAGO	
PURPOSE OF TRIP						ISDA	
(Give a brief explanation)						LEGISLATION	
						COM.	

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT <div style="display: inline-block; width: 150px; height: 30px; border: 1px solid black; margin-left: 10px;"></div>	LESS ADVANCES	<div style="font-size: 2em; font-weight: bold; text-align: center;">PAID</div>	
	AMOUNT DUE EMPLOYEE		100 00
	AMOUNT DUE COMPANY		

PAID
EMPLOYEE

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
20 19	DINNER	OAKWOOD RS.	D. STEINBERG	P.O.	CLEVELAND CUP	THANK YOU FOR BUSINESS IN 1976	17.90
21	LUNCH	AL'S				DONATION BOYS CLUB	(25.00)
	DRINKS	MILK	C. BURGLAND	PRES.	PLAINFIELD TOWN	IMB LUNCHEON	3.00
	BREAKFAST	OAKWOOD TRAIL	SERIAL PRINTER	HGA	CRISIS LINE	PLATE FOR CRISIS LINE	3.30
25	DINNER	MARIETTA INN	V. JACOB	JACOBI	JACOBI		20.15

VOUCHER TICKET

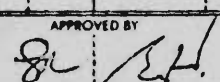
J 48186

VOUCHER DATE 10-4-76	INVOICE NOS. 13965
DUE DATE 10-6-76	
VENDOR NO. 775324	CHECK NO. 76014

VENDOR'S NAME

Philip A. Schaack

372.00

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			461.22	
BO	100		NET AMOUNT OF CHECK		461.22
TOTALS					
EXTENSIONS	PUR. OR	RECEIVING	FOOTING	APPROVED BY	
					

78040012641

Weekly Expense Report

NAME

HILLIP A SCHWACK 225 324

WEEK
ENDING

10 - 2 1976

APPROVED
BY

(13965)

EXPENSE ITEM	SUNDAY 9/26/76	MONDAY 9/27/76	TUESDAY 9/28/76	WEDNESDAY 9/29/76	THURSDAY 9/30/76	FRIDAY 10/1/76	SATURDAY 10/2/76	TOTAL EXPENSES
1. Breakfast		3 00	3 70		10 25	7 70	3 45	28 10
2. Lunch					19 95			19 95
3. Dinner					45 21		41 62	86 83
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi - Car rental				15 10		8 25		23 35
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees				2 50	5 00		2 50	10 00
12. Toll fees								
13. Tips			50	7 00	5 00	3 00	1 50	17 00
14. Baggage fees								
15. Misc.	32 50	20 79						242 29
16. Entertainment				12 50		21 20		33 70
TOTALS	32 50	20 79	4 20	37 10	85 41	40 15	49 07	461 22

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE - WEEK ENDING / /	MILES @ 12c
	TOTAL EXPENSE
	461 22

TRAVEL FROM	JOLIE
TRAVEL TO	DALLAS
PURPOSE OF TRIP (Give a brief explanation)	DR. PEPPER CONVENTION
NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	4
	LESS ADVANCES
	AMOUNT DUE EMPLOYEE
	AMOUNT DUE COMPANY
	461 22

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
76						EMPLOYED TENNIS GROUP	32 50
77	BREAKFAST	ST. FRANCIS HILL PCL.				CRISIS LINE DIRECTORS	3 00
78	BREAKFAST	GOLDEN BUCK	KEN MORTON		JOLIE CONVENTION	STRAIGHT ADDITION	3 70
79	DRINKS	FAIRMONT	PAUL WILSON	DRINKER	ST. FRANCIS HILL PCL.	BUY OUT	12 50
80	BREAKFAST	FAIRMONT	JIM HOLLAN BOB AVISSEIT		HOLLAND D.P.	LITER INTRO.	10 25
	LUNCH	FAIRMONT	JERRY HOLLAN	VP SUG.	DR. P.		19 95
	DINNER	ARTHUR	M. M. ARNEY	DR. P.	DR. P.		45 21
1	BREAKFAST	FAIRMONT	M. VITALE	PRES.	ST. FRANCIS HILL PCL.	CONTRACT NOTICES	7 70
	DRINKS	FAIRMONT	M. GARDNER E. HOLLAN	H. HOLLAN	DR. P.	DR. P. VICE PRES. DIR.	21 20

J 47748

VOUCHER DATE 9-20-76	INVOICE NOS. 13828
DUE DATE 9-22-76	
VENDOR NO. 775324	CHECK NO. 75602

VENDOR'S NAME

Philip A. Schaack

2-1, 2, 3

58.30

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			433.11	
	Q2900			70.58	
	A0902		4457		150.00
			A0802		
			92		
			930.76		
BO	100		NET AMOUNT OF CHECK		353.69
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓				82 / EH	

78040042643

VOUCHER TICKET

J 46103

VOUCHER DATE 7-27-76	INVOICE NOS. 11201
DUE DATE 7-28-76	
VENDOR NO. 775324	CHECK NO. 73904

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	02203			119 79	
BO	100		NET AMOUNT OF CHECK		119 79
TOTALS					
EXTENSIONS ✓	PUR. OR.	RECEIVING	FOOTING	APPROVED BY LB EH	

78040012644

Weekly Expense Report

7/15/76

NAME Philip J. Wallace

WEEK ENDING 7-24 1976

APPROVED BY ET

1120

EXPENSE ITEM	SUNDAY 7/18/76	MONDAY 7/19/76	TUESDAY 7/20/76	WEDNESDAY 7/21/76	THURSDAY 7/22/76	FRIDAY 7/23/76	SATURDAY 7/24/76	TOTAL EXPENSES
1. Breakfast								
2. Lunch			2 60	6 10				8 70
3. Dinner				23 40	7 35			30 75
4. Hotel-Motel					21 64			21 64
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees								
13. Tips			50	3 00	3 00			6 50
14. Baggage fees								
15. Misc.					20 00			20 00
16. Entertainment							32 00	32 00
TOTALS			3 10	32 50	52 19		32 00	119 79

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING 1 / 1	MILES @ 12c
TOTAL EXPENSE	119 79

TRAVEL FROM	JOLIET	CHICAGO	SPRINGFIELD
TRAVEL TO	CHICAGO	SPRINGFIELD	JOLIET
PURPOSE OF TRIP			
(Give a brief explanation)			

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	2
LESS ADVANCES	
AMOUNT DUE EMPLOYEE	7 11 79
AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT	
			NAMES	TITLE	COMPANY			
7-21	LUNCH	RENN'S	R. POPE	OWNER	CDU		6	10
	DINNER	RENN'S	C. BRISCH	AKA	ISON	HR 6684	23	40
7-22						SENATOR DAVIDSON TICKETS	20	00
7-24	THEATRE	LENS U	M/M W. FAY	EX V.P.	SMITH BARNEY	1ST - EASTERN SEAL BENEFIT	32	00


VOUCHER TICKET

J 45304

VOUCHER DATE 8-3-76	INVOICE NOS. 13165
DUE DATE 8-4-76	
VENDOR NO. 775324	CHECK NO. 74127

VENDOR'S NAME

Phillip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			341 97	
BO	100		NET AMOUNT OF CHECK		341 97
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓					

73040012646

Weekly Expense Report 13165

NAME Philip A. Schinack 775324
WEEK ENDING 7-31-1976
APPROVED BY [Signature]

EXPENSE ITEM	SUNDAY 7/24/76	MONDAY 7/25/76	TUESDAY 7/26/76	WEDNESDAY 7/27/76	THURSDAY 7/28/76	FRIDAY 7/30/76	SATURDAY 7/31/76	TOTAL EXPENSES
1. Breakfast		3 45			4 10	3 67		11 75
2. Lunch		3 00						3 00
3. Dinner					7 00			7 00
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs			3 50					3 50
11. Parking fees								
12. Toll fees				1 20	1 20			2 40
13. Tips		60	50	3 00	5 00	11 00		20 10
14. Baggage fees								
15. Misc.	294 25							294 25
16. Entertainment								
TOTALS	294 25	7 05	4 00	4 20	17 80	14 67		341 97

MILEAGE:
7. Local
8. Other trips
TOTAL MILEAGE—WEEK ENDING 1 / 1 → MILES @ 12c → TOTAL EXPENSE → 341 97

TRAVEL FROM JOLIET MADISON
TRAVEL TO MADISON JOLIET
PURPOSE OF TRIP LITZKE INTRO
Give a brief explanation)

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT 1
LESS ADVANCES
AMOUNT DUE EMPLOYEE 81-341 97
AMOUNT DUE COMPANY

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
		NAMES	TITLE	COMPANY		
BREAKFAST	OLDOWN	W. JAGUAI	PRES.	JACOBI	CHICAGO GOLF CLUB - DUES & BILLS	294 25
LUNCH	COLLEGE ST. BIRMINGHAM				TRUCK AVAIL	3 45
					CRISIS LINE LUNCHEON	3 00
BREAKFAST	CONGRESS	T. SPARKS	PRES.	CONGRESS		4 60
BREAKFAST	CONGRESS	J. GOSWAMI	PRES.	CONGRESS		3 67
GOLF	CONGRESS	A. GOSWAMI	CRASH	CONGRESS		

7 8 0 4 0 0 1 2 6 4 8



Illinois Bell

Thank you...It's a privilege serving you.

PAYMENT FOR CURRENT CHARGES IS DUE BY AUG 25

ALLOW 5 DAYS FOR MAIL PAYMENT

815 725 4140

JUL 28 76

770 6E R

/272

PHILIP A SCHAAK

601 LAVINIA

JOLIET IL 60435

If you
the
theIf you pay by mail please return
the card with your payment in
the enclosed envelope.If you
please
the
pay
youIf you wish to pay in person,
please bring both the bill and
the enclosed card. See the front
page of the local directory for
your business office address.Pro
you
excPrompt payment will keep
your account with us in
excellent condition.Key
A
E
C

Key to long distance calls:

- A—dial rate call
- B—billed to third number
- C—collect

Mo
billMore information about your
bill is on the other side.*Ac
Sta
app*Additional charge due to
State tax, and City tax where
applicable.If you
this
senIf you have any questions about
this bill call your Service Repre-
sentative at the business office...MONTHLY SERVICE 7-28 THRU 8-27 (INCL 300 UNITS) 2065
183 UNITS USED/ 300 ALLOWED/ 0 ADDL BILLED

ITEMIZED CALLS - SEE DETAIL 3688

TOTAL BILL 72.12

LESS PVT LINE -15.50

LESS PERSONAL L.D. 56.62

CO. exp. -14.78

41.84

U.S. TAX 4.12

STATE* 1.03

CREDIT FROM LAST BILL

OUR NUMBER IS 727-0412

TOTAL DUE

515

56CR

7212

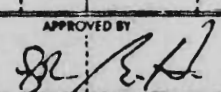
VOUCHER TICKET

46577

VOUCHER DATE 8-11-76	INVOICE NOS. 13301
DUE DATE 8-11-76	
VENDOR NO. 775324	CHECK NO. 74227

VENDOR'S NAME

Phillip a. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			54 10	
	Q2900			41 84	
BO	100		NET AMOUNT OF CHECK		9.5 94
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓					

78040042649

Weekly Expense Rep

13301

NAME

THILIP A. SCHNAACK 77532

WEEK
ENDING

8-7

1976

APPROVED
BY

(27)

EXPENSE ITEM	SUNDAY 8/1/76	MONDAY 8/2/76	TUESDAY 8/3/76	WEDNESDAY 8/4/76	THURSDAY 8/5/76	FRIDAY 8/6/76	SATURDAY 8/7/76	TOTAL EXPENSES
1. Breakfast			3 85		4 15			8 00
2. Lunch								
3. Dinner							22 70	22 70
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi--Car rental								
8. Tel. and Toleg.	41 84							41 84
9. Gas and oil								
10. Car repairs								
11. Parking fees			2 00			4 00		6 00
12. Toll fees						2 20		2 20
13. Tips			50	8 00	70	1 00	5 00	15 20
14. Baggage fees								
15. Misc.								
16. Entertainment								
TOTALS	41 84		6 35	8 00	4 85	7 30	27 70	95 94

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING	1 1
MILES @ 12c	
TOTAL EXPENSE	95 94

TRAVEL FROM	JOLIET	JOLIET
TRAVEL TO	MOBILE	CHICAGO
PURPOSE OF TRIP	LITER	TRIP CO
(Give a brief explanation)	DINNER	DINNER
NUMBER OF DAYS AWAY FROM HOME OVERNIGHT		
LESS ADVANCES		
AMOUNT DUE EMPLOYEE		95 94
AMOUNT DUE COMPANY		

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
3	BREAKFAST	GOLDEN BEAR	K. NORTON	PRES.	JOLIET CONSTRUCTION	BUILDING INFO	3 85
4	GOLF	CHIC. GOLF	W. HANSEN	TRIC	WJOL	TIPS - CHICAGO GOLF ASSOCIATION	8 00
5	BREAKFAST	GOLDEN BEAR	FALLGUT	MGR	JOLIET CONSTRUCTION		4 15
7	DINNER	CYPRESS	R. H. HANSEN	PRES	JOLIET CONSTRUCTION	180 GIFT	13 70

VOUCHER TICKET

J 46759

VOUCHER DATE 8-17-76	INVOICE NOS. 13350
DUE DATE 8-18-76	
VENDOR NO. 775324	CHECK NO. 74584

VENDOR'S NAME

Phillip A. Schaack

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			181 52	
BO	100		NET AMOUNT OF CHECK		181 52
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
				802	

78040012651

Weekly Expense Report

13359

NAME PHILIP SCHACK

WEEK ENDING

8-14 1976

APPROVED BY

ET 77532

EXPENSE ITEM	SUNDAY 8/8/76	MONDAY 8/9/76	TUESDAY 8/10/76	WEDNESDAY 8/11/76	THURSDAY 8/12/76	FRIDAY 8/13/76	SATURDAY 8/14/76	TOTAL EXPENSES
1. Breakfast						3 36		3 36
2. Lunch								
3. Dinner		9 45	10 00		11 50			30 95
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Tolog.								
9. Gas and oil								
10. Car repairs								
11. Parking fees		3 65						3 65
12. Toll fees		80				2 00		2 80
13. Tips		2 00	1 50		2 00	75		6 25
14. Baggage fees								
15. Misc.	11 51							11 51
16. Entertainment						20 00		20 00
TOTALS	11 51	15 90	11 50		13 50	26 11		181 51

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING 1 1	MILES @ 12c
	TOTAL EXPENSE
	181 51

TRAVEL FROM	JOLIET
TRAVEL TO	CHICAGO
PURPOSE OF TRIP	ISDN
(Give a brief explanation)	CONF.
	MEETINGS
NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	
LESS ADVANCES	
AMOUNT DUE EMPLOYEE	181 51
AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
8						JOLIET CC DUFF & GILL	11 51
10	LUNCH	WILMINGTON	KENTIMES	ATTY		UNITED CRUISE - MOUNT SETTLEMENT	10 00
12	DINNER	CHICAGO	J. GOSNELL	ADAM			11 50
13	BREAKFAST	H. JOHNSON	J. GOSNELL	PRES.		VEHICULAR	3 36
13	GOLF	KNOLLWOOD	D. LEATHERS		O-I	Tips - PARKING - FIC - KNOLLWOOD INDIAN VIAL	20 00

[illegible]

Weekly Expense Report

NAME PHILIP H. SCHACK

WEEK
ENDING

7-10 1976

APPROVED
BY

[Signature]

EXPENSE ITEM	SUNDAY 7/10/76	MONDAY 7/12/76	TUESDAY 7/13/76	WEDNESDAY 7/14/76	THURSDAY 7/15/76	FRIDAY 7/16/76	SATURDAY 7/17/76	TOTAL EXPENSES
1. Breakfast								
2. Lunch						7.00		7.00
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Tolog.								
9. Gas and oil								
10. Car repairs					2.50			2.50
11. Parking fees								
12. Toll fees								
13. Tips					1.25			1.25
14. Baggage fees								
15. Misc.								
16. Entertainment						6.00		6.00
TOTALS					3.75	13.00		16.75

MILEAGE:	
17. Local	
18. Other trips	

TOTAL MILEAGE—WEEK ENDING / / → MILES @ 12c → TOTAL EXPENSE → 16.75

TRAVEL FROM	
TRAVEL TO	
PURPOSE OF TRIP (Give a brief explanation)	

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT → LESS ADVANCES
AMOUNT DUE EMPLOYEE ✓ 16.75
AMOUNT DUE COMPANY

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
9	DRINKS	SHIRAZON RESTAURANT	J. RUTHERFORD DOUGLASS	PRES. CORD.	PHILCO SAND PIL	NAT'L Assoc. ASES LUNCHEON PRIOR TO LUNCHEON	7.00 6.00

Weekly Expense Report

NAME THOMAS A SCHLACK
 WEEK ENDING 7-3 1976 APPROVED BY (E1)

EXPENSE ITEM	SUNDAY 6/27/76	MONDAY 6/28/76	TUESDAY 6/29/76	WEDNESDAY 6/30/76	THURSDAY 7/1/76	FRIDAY 7/2/76	SATURDAY 7/3/76	TOTAL EXPENSES
1. Breakfast	2.15	2.29						14.50
2. Lunch		4.00	19.20					23.20
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Toleg.							43.61	43.61
9. Gas and oil								
10. Car repairs					3.50			3.50
11. Parking fees								
12. Toll fees				3.00				2.00
13. Tips	1.50		3.00	6.00				10.50
14. Baggage fees								
15. Misc.							398.98	398.98
16. Entertainment								
TOTALS	5.15	6.29	22.20	9.00	7.50		442.59	497.00

MILEAGE:	
17. Local	
18. Other trips	

TOTAL MILEAGE—WEEK ENDING 11 MILES @ 12c 132 TOTAL EXPENSE 497.00

TRAVEL FROM		JOLIFF	JOLIFF	JOLIFF		
TRAVEL TO		WATSON	LAKE	LAKE		
PURPOSE OF TRIP		LOCAL	O-I	PIER		
(Give a brief explanation)		ACCT.	GRS	TRIPLET		
		MEETING	TRIPLET			

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT 1 LESS ADVANCES
 AMOUNT DUE EMPLOYEE 82 471.00
 AMOUNT DUE COMPANY

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
7/1	BREAKFAST	LAKE				1700 CLUB	5.15
7/2	BREAKFAST	GOLDEN	J. GRANHAM			JOHN HEAR DRINK	4.09
	LUNCH	FRANCIS				CRISIS LINE DIR. MEETING	4.00
7/3	LUNCH	SIN LOIN	J. LYNCH R. MARTIN H. MARTIN H. MARTIN	PRES. OWNER OWNER OWNER	LYNCH COMPANY 10600 10600 10600		19.90
7/4	BREAKFAST	KORNER	T. SCHLACK		HBO	WHSR CONTACT	5.27



Illinois Bell

Thank you...It's a privilege serving you.

PAYMENT FOR CURRENT CHARGES IS DUE BY AUG 25
ALLOW 5 DAYS FOR MAIL PAYMENT

815 725 4140
JUL 28 76
770 6E R
/272

PHILIP A SCHAACK
601 LAVINIA
JOLIET IL 60435

MONTHLY SERVICE 7-28 THRU 8-27 (INCL 300 UNITS) 3065
183 UNITS USED/ 300 ALLOWED/ 0 ADDL BILLED
ITEMIZED CALLS - SEE DETAIL 3688

TOTAL BILL 72.12
LESS PVT LINE -15.50
56.62
LESS PERSONAL L.D. -14.78
41.84

U.S. TAX 4.12 STATE* 1.03
CREDIT FROM LAST BILL
OUR NUMBER IS 727-0412

TOTAL DUE 515 56CR 7212

If you pay by mail please return the card with your payment in the enclosed envelope.

If you wish to pay in person, please bring both the bill and the enclosed card. See the front page of the local directory for our business office address.

Payment will keep your account with us in excellent condition.

Key to long distance calls:

A—dial rate call
B—billed to third number
C—collect

For more information about your bill, call on the other side.

Additional charge due to state tax and City tax where applicable.

If you have any questions about your bill, call your Service Representative at the business office...



Illinois Bell

Thank you...It's a privilege serving you.

PAGE 2 725 4140
DATE TIME CALLED PLACE AREA-NUMBER RATE MINS
6-30 1012A WONDERLAKE ILL 815 728 0047 AD 1
7-1 526P WONDERLAKE ILL 815 728 0047 AE 6
7-2 347P WONDERLAKE ILL 815 728 0047 AD 2
7-3 1148A WONDERLAKE ILL 815 728 0047 AN 18
7-6 336P WONDERLAKE ILL 815 728 0047 AD 12
7-7 353P MINOCQUA WIS 715 356 5374 AD 3
7-7 646P WONDERLAKE ILL 815 728 0047 AE 4
7-14 838P FROM DENVER COL303 355 1503 OE 19
7-15 449P ROCHESTER NY 716 385 3451 AD 11
7-16 352P NEW ROCHELE NY 914 632 7060 AD 1
7-16 406P NEW ROCHELE NY 914 636 8517 AD 1
7-16 512P SPRINGFLD ILL 217 787 0021 AE 6
7-18 1024A WONDERLAKE ILL 815 728 0047 AN 6
7-19 736A WONDERLAKE ILL 815 728 0047 AN 11
7-19 533P WONDERLAKE ILL 815 728 0047 AE 2
7-19 615P WASHINGTON DC 202 338 0643 AE 1
7-19 826P SPRINGFLD ILL 217 787 0021 AE 3

RATE A-DIAL, O-OPER, P-PERS, D-DAY, E-EVE, N-NIGHT

If you pay by mail please return the card with your payment in the enclosed envelope.

If you wish to pay in person, please bring both the bill and the enclosed card. See the front page of the local directory for our business office address.

Payment will keep your account with us in excellent condition.

Key to long distance calls:

A—dial rate call
B—billed to third number
C—collect

For more information about your bill, call on the other side.

Additional charge due to state tax and City tax where applicable.

If you have any questions about your bill, call your Service Representative at the business office...

55
109
55
264
235
114
77
558
390
50
50
118
96
166
45
32
67



Illinois Bell

Thank you...It's a privilege serving you.

If you pay by mail please return
the card with your payment in
the enclosed envelope.

If you wish to pay in person,
please bring both the bill and
the enclosed card. See the front
page of the local directory for
our business office address.

Prompt payment will keep
our account with us in
excellent condition.

Key to long distance calls:

A—dial rate call
B—billed to third number
C—collect

For information about your
bill, call on the other side.

Additional charge due to
State tax and City tax where
applicable.

If you have any questions about
this bill call your Service Repre-
sentative at the business office...

PAGE	3	725 4140						
DATE	TIME	CALLED	PLACE	AREA-NUMBER	RATE	MINS		
7-19	830P	WASHINGTON	DC	202 785 1000	AE	1		32
7-19	915P	WASHINGTON	DC	202 785 1000	AE	3		76
7-20	101P	WASHINGTON	DC	202 833 2450	AD	8		288
7-20	457P	WONDERLAKE	ILL	815 728 0047	AD	17		325
7-22	435P	SPRINGFIELD	ILL	217 787 0021	AD	2		65
7-24	345P	WONDERLAKE	ILL	815 728 0047	AN	6		96
7-25	1023A	WONDERLAKE	ILL	815 728 0047	AN	3		54
7-27	331P	WONDERLAKE	ILL	815 728 0047	AD	14		271
TOTAL ITEMIZED CALLS						36.98		

--- RATE A-DIAL, O-OPER, P-PERS, D-DAY, E-EVE, N-NIGHT



7 8 0 4 0 0 4 2 6

Weekly expense Report 13165

NAME PHILIP H. CHAAS 115324
WEEK ENDING 7-1976 APPROVED BY (E7)

EXPENSE ITEM	SUNDAY 7/12/76	MONDAY 7/13/76	TUESDAY 7/14/76	WEDNESDAY 7/15/76	THURSDAY 7/16/76	FRIDAY 7/17/76	SATURDAY 7/18/76	TOTAL EXPENSES
1. Breakfast		3 45			4 60	3 37		11 72
2. Lunch		3 00						3 00
3. Dinner					7 00			7 00
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs			3 50					3 50
11. Parking fees								
12. Toll fees				1 20	1 20			2 40
13. Tips		60	50	3 00	5 00	11 00		20 10
14. Baggage fees								
15. Misc.	294 25							294 25
16. Entertainment								
TOTALS	294 25	7 05	4 00	4 20	17 80	14 67		341 97

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING <u>11</u>	MILES @ 12c
	TOTAL EXPENSE
	341 97

TRAVEL FROM	JOLIET	MADISON
TRAVEL TO	MADISON	JOLIET
PURPOSE OF TRIP	LINK	INTRO
(Give a brief explanation)		

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	1
LESS ADVANCES	
AMOUNT DUE EMPLOYEE	341 97
AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
7/15	BREAKFAST	OLDOWN CHURCH	W. JACOB	PRES.	JACOB CHURCH	CHICAGO GOLF CLUB - DUES + BILLS	294 25
7/16	LUNCH	COLLEGE ST. PIZZA				TRIP AVAIL.	3 45
						CRISIS LINK LUNCHEON	3 00
7/17	BREAKFAST	CONCOURSE	T. SWANSON	PRES.	WILSON		4 60
7/18	BREAKFAST	WILSON	J. GESSON	PRES.	WILSON	VANDERBILT	3 57
	GOLF	CH. GOLF	A. GILK	PRES.	CH. GOLF	TIPS	17 00

7-14- FR. DAN KUCERA
1130. PRESIDENT
1977 SCHOLARSHIPS

17 BURT VINCENT
CAPITAL RISK INDUSTRIES
KAY

16 GEORGE LORENZEN - PRES.
DOMIN TRUCKING
DISPATCHING

34 KENT PETERSON
JOYCE FOUNDATION

26 AMOS ANDERSON - PRES
NAT'L BANK - JAMES

78040012659

YOUR INDEBTEDNESS TO THE CLUB

JUL 25 1976

IS AS FOLLOWS:

PREVIOUS BALANCE			
HOUSE ACCOUNTS		154	25
DUES		120	-
BEST RETIREMENT CAP. IMPROV.		6	25
BEST RET. on OLD MTC.		3	75
	CONTRIBUTION TO CADDY DAY	10	-
TOTAL		294	25

Chicago Golf Club

Wheaton, Illinois

Bernard's Automatic Auto
Laundry, Inc.

77 Republic Ave. Joliet, Ill. 60434

Mailing Address P. O. Box 853

Phone 725-3345

Date 7/27/76

Mr. Phillip Schrad

No.

Charge	Cash <input checked="" type="checkbox"/>	Account Forwarded
--------	--	-------------------

1	Washing	✓	3.50
2	Jet Wax		
3	Matts		
4	Gas Reg.		
5	Gas H.T.		
6			
7			
8			
9			
10			
11			
12			
13			
14			

Your Account Stated to Date — If Error Is Found Return at Once
J. M. Praters, Inc., Joliet, Ill.

VOUCHER TICKET

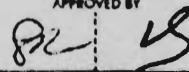
J 47201

VOUCHER DATE 8-31-76	INVOICE NOS. 13595
DUE DATE 9-1-76	CHECK NO. 75976
VENDOR NO. 775324	

VENDOR'S NAME

Philip A. Schaack

AP

ACCOUNT NUMBER				DEBIT	CREDIT
CODE	NUMBER	OPR.			
	Q2203			1,296.05	
BO	100		NET AMOUNT OF CHECK		1,296.05
TOTALS					
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY	
✓					

78040012661

Weekly Expense Report

NAME THOMAS J. GANNON
WEEK ENDING 8-28-58 1958

APPROVED BY (Signature)

110521

EXPENSE ITEM	SUNDAY 8/25/58	MONDAY 8/26/58	TUESDAY 8/27/58	WEDNESDAY 8/28/58	THURSDAY 8/29/58	FRIDAY 8/30/58	SATURDAY 8/31/58	TOTAL EXPENSE
1. Breakfast								
2. Lunch								
3. Dinner		168 38						168 38
4. Hotel-Motel			114 31					114 31
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental	15 90							15 90
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs						3 50		3 50
11. Parking fees								
12. Toll fees								
13. Tips	7 00	2 00				1 75	5 00	15 75
14. Baggage fees								
15. Misc.				9 17 59				9 17 59
16. Entertainment						12 00		12 00
TOTALS	22 90	170 28	114 31	9 17 59		17 25	5 00	1247 33

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING <u>1 1</u>	MILES @ 12c
	TOTAL EXPENSE <u>1247 33</u>

TRAVEL FROM	JOUR	DALLAS					
TRAVEL TO	DALLAS	JOUR					
PURPOSE OF TRIP (Give a brief explanation)	3. M. REPORT MEETINGS						
NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	2						
LESS ADVANCES							
AMOUNT DUE EMPLOYEE							1247 33
AMOUNT DUE COMPANY							

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
23	DINNER	ARTHUR'S	M. CLEMENTS	CH. ED	DR. PAPPAS		168 28
			M. AVERY	EX VP	"		
			M. HUGHES	"	"		
25						CHICAGO GOLF DUES + BILLS	9 17 59
27	DRINKS	MURPHY'S	M. A. SILE	OWNER	CHICAGO GOLF ASSN		12 00
29	GOLF	"	J. FAY	OWNER	CHICAGO GOLF ASSN	TIPS	5 00

Weekly Expense Report

NAME

FULL A. SCHMIDT 715324

WEEK
ENDING

8-21 1976

APPROVED
BY

(ET)

EXPENSE ITEM	SUNDAY 8/15/76	MONDAY 8/16/76	TUESDAY 8/17/76	WEDNESDAY 8/18/76	THURSDAY 8/19/76	FRIDAY 8/20/76	SATURDAY 8/21/76	TOTAL EXPENSES
1. Breakfast		3 84	2 42			3 26		9 52
2. Lunch								
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Tolog.								
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees				80				80
13. Tips	15 00	60	30			50		16 40
14. Baggage fees								
15. Misc.		23 00						23 00
16. Entertainment								
TOTALS	15 00	26 44	2 72	80		3 76		48 72

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING 1 1	MILES @ 12c
	TOTAL EXPENSE
	48 72

TRAVEL FROM	JOLIET	JOLIET
TRAVEL TO	CHICAGO	CHICAGO
PURPOSE OF TRIP	BOTTLES	MEETING
(Give a brief explanation)	SERVICE	LONGHAIRE
	CLUB	
	OUTING	

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT		LESS ADVANCES
		AMOUNT DUE EMPL
		AMOUNT DUE COM

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNER

TE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE	
			NAMES	TITLE	COMPANY		
15	GOLF	CHICAGO GOLF	W. JACOBS	PRES.	JACOBS CORP	CLANGLAND WORK	Tips
			J. FAY	PRIC.	YOUT R		
			W. HANSEN	PRIC.	WOL		
16	BREAKFAST	GOLDEN BIRCH	K. NORTON	PRES.	JOLIET CASH	STREATOR ADDITION	3 84
		ELMHURST C.C.				BOTTLES SERVICE CLUB DINNER WAPURIST	23 00
20	BREAKFAST	DENNY'S	G. STANISLIS	ESTIMATOR	JOHN. MANNING	CITIZENSHIP ADDITION	3 26

13595

0.00*

48.72+
1247.33+
1296.05*

0.00*

VOUCHER TICKET

J 47240

VOUCHER DATE 8-31-76	INVOICE NOS. 13594
DUE DATE 9-1-76	
VENDOR NO. 775324	CHECK NO. 74976

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER			DEBIT	CREDIT
CODE	NUMBER	OPR.		
	A0801 <i>[Signature]</i>		150 00	
	A0802			
	JV 12 8-31-76			
BO	100		NET AMOUNT OF CHECK	150 00
TOTALS				
EXTENSIONS	PUR. OR.	RECEIVING	FOOTING	APPROVED BY
<i>[Signature]</i>				<i>[Signature]</i>

78040042664

775324

CHECK AUTHORIZATION

13594

Date August 31, 1976 Check Amount \$ 150.00

Payee Philip A. Schaack

Explanation of Stub

Advance on expenses

To be charged as follows

Special Instructions

Authorized By:

Philip A. Schaack

And/or Approved By:

78040012665

VOUCHER TICKET

J 48110

VOUCHER DATE 9-29-76	INVOICE NOS. 11524
DUE DATE 9-29-76	
VENDOR NO. 775324	CHECK NO. 75811

VENDOR'S NAME

Philip A. Schaack

ACCOUNT NUMBER			DEBIT	CREDIT
CODE	NUMBER	OPR.		
	A 0802		200 00	
BO	100			200 00
TOTALS				
EXTENSIONS	PUR. OR	RECEIVING	FOOTING	APPROVED BY
✓				CI <i>HA</i>

78040012663

Weekly Expense Report

NAME THIL D 11 1976 APPROVED BY (E)

EXPENSE ITEM	SUNDAY 6/27/76	MONDAY 6/28/76	TUESDAY 6/29/76	WEDNESDAY 6/30/76	THURSDAY 7/1/76	FRIDAY 7/2/76	SATURDAY 7/3/76	TOTAL EXPENSES
1. Breakfast	515	409			550			1451
2. Lunch		400	1990					2390
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.							4361	4361
9. Gas and oil								
10. Car repairs					350			350
11. Parking fees								
12. Toll fees				200				200
13. Tips	15		300	600	15			1050
14. Baggage fees								
15. Misc.							39898	39898
16. Entertainment								
TOTALS	590	809	2290	800	752		44259	49700

MILEAGE:

17. Local								
18. Other trips								

TOTAL MILEAGE—WEEK ENDING 11 → MILES @ 12c → TOTAL EXPENSE → 49700

TRAVEL FROM			JOLIET	JOLIET	JOLIET		
TRAVEL TO			WATERLOO	LAKE FOREST	SPRING		
PURPOSE OF TRIP			LOCAL	A-E	TRIP		
(Give a brief explanation)			ACCT	GET	TRIP		
			MEETING	TRAVELING			

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT → 1 LESS ADVANCES
AMOUNT DUE EMPLOYEE 49700
AMOUNT DUE COMPANY

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
7/1	BREAKFAST	LAKE FOREST				700	515
7/1	BREAKFAST	GOLDEN BRIDGE	J. GORDON			IREM BORN LUNCH	409
	LUNCH	FRANCIS				CRISH LINE DIN ALLEGATIONS	400
7/1	LUNCH	SIR LOAN	J. GORDON A MARTIN FRANCIS J. GORDON	FRANCIS OWEN FRANCIS FRANCIS	LUNCH CONTINUOUS WEEKS WEEKS WEEKS		1990
7/1	BREAKFAST	KONNOR WITHMAN	T. GORDON		WEEK 7/1	WEEK CONTINUOUS	527



Illinois Bell

Thank you...It's a privilege serving you.

PAYMENT FOR CURRENT CHARGES IS DUE BY JUL 27
ALLOW 5 DAYS FOR MAIL PAYMENT

815 725 4140
JUN 28 76
770 6E R
/238

PHILIP A SCHAACK
601 LAVINIA
JOLIET IL 60435

If you pay by mail please return
the card with your payment in
the enclosed envelope.

If you wish to pay in person,
please bring both the bill and
the enclosed card. See the front
page of the local directory for
your business office address.

Our payment will keep
your account with us in
excellent condition.

Key to long distance calls:
A—flat rate call
B—billed to third number
C—collect

More information about your
bill is on the other side.

*Additional charge due to
State tax, and City tax where
applicable

If you have any questions about
this bill, call your Service Repre-
sentative at the business office...

MONTHLY SERVICE 6-28 THRU 7-27 (INCL 300 UNITS) 3065
632 UNITS USED/ 300 ALLOWED/ 332 ADDL BILLED 1826
ITEMIZED CALLS - SEE DETAIL 1913

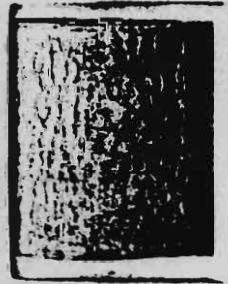
TOTAL BILL
LESS PERSONAL LINE
LESS PERSONAL L.O.

72.44
- 15.50
56.94
- 13.33
43.61

U.S. TAX 4.16 STATE* 1.15
CREDIT FROM LAST BILL
OUR NUMBER IS 727-9981

TOTAL DUE 531
910
7244

7804004266



YOUR INDEBTEDNESS TO THE CLUB AT

JUN 20 1961 AS FOLLOWS:

PREVIOUS BALANCE			
HOUSE ACCOUNTS		258	98
QUES		1.20	—
EBT RETIREMENT		6	25
CAP. IMPROV.		3	75
ENT RET. on			
OLD MTC.			
	EVANS SCHOLARSHIP FUND	10	—
TOTAL		398	98

Chicago Golf Club

Wharton, Illinois

Bernard's Automatic Auto Laundry, Inc.
 77 Republic Ave.
 Joliet, Ill. 60434
 Mailing Address P. O. Box 853
 Phone 725-3345
 Date 7/21/76
 M. R. Phillip Schuch

Charge	Cash	Account Forwarded
1 Washing		✓ 330
2 Jet Wax		
3 Mats		
4 Gas Reg.		
5 Gas H.T.		
6		
7		
8		
9		
10		
11		
12		
13		
14		

Your Account Stated to Date — If Error is Found Return at Once
 J. M. Triplett, Inc., Joliet, Ill.

17

EXPENSE ITEM	SUNDAY 6/13/76	MONDAY 6/14/76	TUESDAY 6/15/76	WEDNESDAY 6/16/76	THURSDAY 6/17/76	FRIDAY 6/18/76	SATURDAY 6/19/76	TOTAL EXPENSES
1. Breakfast	457					870		13 27
2. Lunch					23 00	8 00		31 00
3. Dinner						21 00		21 00
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees						470		470
12. Toll fees					80	1 00		1 80
13. Tips	100				4 00	5 00		10 00
14. Baggage fees								
15. Misc.		15 00						15 00
16. Entertainment								
TOTALS	557	15 00			27 80	48 40		96 77

MILEAGE:								
17. Local								
18. Other trips								
TOTAL MILEAGE—WEEK ENDING	/	/						
					MILES @ 12c			
						TOTAL EXPENSE		96 77

TRAVEL FROM					JOLIET	JOLIET		
TRAVEL TO					CHICAGO	CHICAGO		
PURPOSE OF TRIP					CRN	CRN		
(Give a brief explanation)					MEETING	MEETING		

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT					LESS ADVANCES			
					AMOUNT DUE EMPLOYEE			96 77
					AMOUNT DUE COMPANY			

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)							
DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
6-13	BREAKFAST	HOLIDAY	G. STONISTEN			UNION ELECTION INFO	457
6-14						ISCC ASSESSMENT	15 00
6-17	LUNCH	CHICAGO	J. DISTER	SENIOR		MEETING	23 00
6-18	BREAKFAST	CHICAGO	J. DISTER	SENIOR		MEETING	8 70
6-18	DINNER	CHICAGO	T. FORD	SENIOR		MEETING	21 00

(Additional Remarks on reverse side)

Weekly Expense Report

1068

NAME
WEEK
ENDING

6-12-1976

1976

APPROVED
BY

10324

EXPENSE ITEM	SUNDAY 6/6/76	MONDAY 6/7/76	TUESDAY 6/8/76	WEDNESDAY 6/9/76	THURSDAY 6/10/76	FRIDAY 6/11/76	SATURDAY 6/12/76	TOTAL EXPENSES
1. Breakfast					3 92		3 92	3 92
2. Lunch					8 40		8 40	8 40
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.	44 71						3 21	44 71
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees								
13. Tips				50	1 75			2 25
14. Soggage fees								
15. Misc.	24 11	22 84	25 23					264 95
16. Entertainment				4 00		3 00		7 00
TOTALS	256 82	22 84		4 50	14 07	3 00		331 23

MILEAGE:	
18. Local	
19. Other trips	
TOTAL MILEAGE—WEEK ENDING / /	MILES @ 12c
	TOTAL EXPENSE
	331 23

TRAVEL FROM	
TRAVEL TO	
PURPOSE OF TRIP (Give a brief explanation)	
NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	
LESS ADVANCES	
AMOUNT DUE EMPLOYEE	331 23
AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
6-6						JOHN C. DUFF & SONS	24 11
6-7						JOHN C. DUFF & SONS	22 84
6-9	BRIDGE	HENRI'S JANISAR	RAY JANISAR	VENDING	ILL 7-4	RELATION	4 00
6-10	BRIDGE	GOLDAN BENIE	4 STANISCH			INFORMATION ON UNION RELATION	6 92
6-10	LUNCH	STANISCH	D PUTH		JUBILATION 1977		8 40
6-11						TIPS - GOLF ART SILK CHAIRMAN	3 00



Illinois Bell

Thank you...It's a privilege serving you.

If you pay by mail please return
the card with your payment in
the enclosed envelope.

If you wish to pay in person,
please bring both the bill and
the enclosed card. See the front
page of the local directory for
your business office address.

Prompt payment will keep
your account with us in
excellent condition.

Key to long distance calls:

- A—dial rate call
- B—billed to third number
- C—collect

More information about your
bill is on the other side.

*Additional charge due to
State tax, and City tax where
applicable.

If you have any questions about
this bill call your Service Repre-
sentative at the business office...

PHILTP A SCHACK
601 LAVINIA
JOLIET IL 60435

815 725 4140
MAY 28 76
770 6E R.
/209

MONTHLY SERVICE 5-28 THRU 6-27 (INCL 300 UNITS)
314 UNITS USED/ 300 ALLOWED/ 14 ADDL BILLED

3065

ITEMIZED CALLS - SEE DETAIL

77

TOTAL BILL

84.09

4678

LESS PERSONAL LINE

- 15.30

LESS PERSONAL L.D.

68.59

CO. EXP.

- 23.88

U.S. TAX 4.77 STATE* 1.18

44.71

595

CREDIT FROM LAST BILL

0601

OUR NUMBER IS 727-9981

TOTAL DUE

8409

PAYMENT FOR CURRENT CHARGES IS DUE BY JUN 28

780400128



NAME	HILLY A. Schanche		175324
WEEK ENDING	9-11	1976	APPROVED BY (S. J.)

MILEAGE:									
17. Local									
18. Other trips									
TOTAL MILEAGE — WEEK ENDING / / → MILES @ 12c →									
TOTAL EXPENSE → 307 30									

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	7	LESS ADVANCES	10802 - 150.00 =
		AMOUNT DUE EMPL	173.35 +
		AMOUNT DUE COM	2.50 +

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS

[illegible]

Weekly Expense Report

NAME Philip A. Schmitt WEEK ENDING 1941 APPROVED BY 87

EXPENSE ITEM	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	TOTAL EXPENSE
1. Breakfast	8129176	8130176	8131176	911176	912176	913176	914176	
2. Lunch		4 00			6 35	5 90		16 25
3. Dinner			23 70					23 70
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees				80				80
13. Tips			4 00		1 00	1 20		6 20
14. Baggage fees								
15. Misc.		25 00					120 00	145 00
16. Entertainment								
TOTALS		29 00	29 70	90	7 35	6 90	120 00	193 35

MILEAGE:

17. Local

18. Other trips

TOTAL MILEAGE—WEEK ENDING 11 → 11 MILES @ 12c → TOTAL EXPENSE → 193 35

TRAVEL FROM			JOLIET	JOLIET				
TRAVEL TO			156 E	CHICAGO				
PURPOSE OF TRIP			156	156				
(Give a brief explanation)			EX.	ENV. COM.				
			COM.					

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT → 1

LESS ADVANCES

AMOUNT DUE EMPLOYEE

AMOUNT DUE COMPANY

193 35

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
8-30	LUNCH	CSF	FR. DISA...	POSS.	CHIEF ENG.	DONATION - CENNIE HACK LEAGUE	25 00
8-31	DINNER	PALEON	T. COLLIER	OWNER	RECEPTION	DIRECTOR'S MEETING	4 00
9-2	LUNCH	SILVERATION	S. HAUCK	HAUCK & CO.	OWNER	VENUING	6 35
9-3	LUNCH	YULATON	W. HANSEN	OWNER	WISOL		5 90
9-4						YULATON DUES	120 00

Weekly Expense Report (13359)

NAME **PHILIP A. SCHAEFER**
 WEEK ENDING **8-14 1976**
 APPROVED BY **ET 775324**

EXPENSE ITEM	SUNDAY 8/8/76	MONDAY 8/9/76	TUESDAY 8/10/76	WEDNESDAY 8/11/76	THURSDAY 8/12/76	FRIDAY 8/13/76	SATURDAY 8/14/76	TOTAL EXPENSES
1. Breakfast						3 36		3 36
2. Lunch								
3. Dinner		9 45	10 00		11 50			30 95
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees		3 15						3 15
12. Toll fees		80				2 00		2 80
13. Tips		2 50	1 50		2 00	75		6 25
14. Baggage fees								
15. Misc.	114 51							114 51
16. Entertainment						20 00		20 00
TOTALS	114 51	15 90	11 50		13 50	26 11		181 52

MILEAGE:	
1. Local	
2. Other trips	
TOTAL MILEAGE—WEEK ENDING 1 1	MILES @ 12c
	TOTAL EXPENSE
	181 52

TRAVEL FROM	JOULET
TRAVEL TO	CHICAGO
PURPOSE OF TRIP	15211
(Give a brief explanation)	CONI.
	11221115

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	
LESS ADVANCES	
AMOUNT DUE EMPLOYEE	181 52
AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
8/8						JOULET CO. DINNER + C. L. L.	114 51
8/10	LUNCH	WILMINGTON	KENTIMAN	ATTY		UNITED CHURCH - PLEASANT ENTERTAINMENT	10 00
8/12	DINNER	CHICAGO	R. SCHAEFER	ADM.	JOULET CO.		11 50
8/13	BREAKFAST	CHICAGO	J. SCHAEFER	ADM.	JOULET CO.		3 36
8/14	GOLF	KNOLLWOOD	J. SCHAEFER		D-I	Tips - PARKING - FEE - KNOLLWOOD INTERNATIONAL	20 00

AUGUST 1, 1976
009 SPENCER ROAD

CLUB CHAMPION CLUB
JOLIET, ILLINOIS 60433

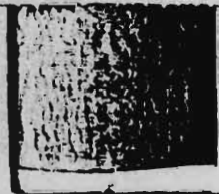
MEMBER NUMBER 248
TELEPHONE (815) 727-3677

DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL
7-0833		4.00			4.00
7-1320		1.25	.19	.06	1.50
7-1033		2.50			2.50
7-1022		3.95	.40	.20	4.55
7-1333		5.00			5.00
7-1523		.50	.05	.03	.58
7-2220		1.80	.27	.09	2.16
7-2422		.90	.09	.05	1.04
7-2333		4.00			4.00
7-3023		.20	.02	.01	.23
TOTAL BILL					
LESS 25% DUES					
LESS PERSONAL					
60 EXP.					
7-8	- LUNCH				
7-10	- J. FAY - VAULT RESTAURANT				
7-13	- K. TIMM - COM. RM				
7-29	- W. THANNERT - CATERPILLAR				

DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL
7-0820		2.00	.30	.10	2.40
7-2838		5.00			5.00
7-1027		2.55	.26	.13	2.94
7-1022		2.05	.21	.10	2.36
7-1538		5.00			5.00
7-1620		.90	.14	.05	1.09
7-2438		2.50			2.50
7-2420		2.35	.35	.12	2.82
7-3020		.90	.14	.05	1.09
7-22		RECEIVED ON ACCOUNT			181.17CR
		155.76			
		- 17.50			
		138.26			
		- 23.75			
		114.51			

20 FOOD-DINING ROOM	23 HALFWAY HOUSE	27 MEN'S GRILL BAR	31 POOL PRO	36 GREENS FEE	46 CREDIT MEMO
21 FOOD-MEN'S GRILL	25 COCKTAIL LOUNGE	28 HALFWAY HOUSE-BEVERAGE	33 TENNIS GUESTS	38 CART RENTAL	48 RECEIVED ON ACCOUNT
22 POOL SNACK BAR	26 PARTY BAR	30 POOL GUESTS	34 TENNIS PRO	45 MISCELLANEOUS CHARGE	

PREVIOUS BALANCE	RECD. ON ACCT.	CREDIT MEMOS	FOOD CHARGES *	OTHER CHARGES	SERVICE CHARGE	SALES TAX
181.17	181.17CR		9.20	38.15	2.42	.99
DUES	ASSESSMENT/S	* MIN. SPENDING	CURRENT	30 DAYS	60 DAYS & OVER	BALANCE DUE
70.00	20.00	15.00	155.76			155.76



13301



8-7

1974

APPROVED BY (S T)

MILEAGE:									
17. Local									
18. Other trips									
TOTAL MILEAGE—WEEK ENDING / / →									
<div style="border: 1px solid black; padding: 2px; display: inline-block;">MILES @ 12c</div> →									
TOTAL EXPENSE →									

4590

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT		LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	
		AMOUNT DUE COMPANY	

[illegible]

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT	
			NAMES	TITLE	COMPANY			
3	BREAKFAST	GOLDMAN BANK	K. NORTON	PRES.	JOHN K. NORTON	BUILDING INFO		385
4	LUNCH	CYPRUS	V. HANSON	VICE	W. SOL	TRIP - AMERICAN 2012 11 21 12 30 30 30 30		800
5	LUNCH	GOLDMAN BANK	F. ALLOTT	VICE	JOHN ALLOTT			415
7	DINNER	CYPRUS	R. H. FRIEDMAN	VICE	JOHN FRIEDMAN	TRIP GIFT		4270

Weekly Expense Report

7-25-76

WEEK ENDING 7-24-1976

APPROVED BY ET

1121

EXPENSE ITEM	SUNDAY 7/18/76	MONDAY 7/19/76	TUESDAY 7/20/76	WEDNESDAY 7/21/76	THURSDAY 7/22/76	FRIDAY 7/23/76	SATURDAY 7/24/76	TOTAL EXPENSES
1. Breakfast								
2. Lunch			2 60	6 10				8 70
3. Dinner				23 40	7 35			30 75
4. Hotel-Motel					21 84			21 84
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees								
12. Toll fees								
13. Tips			50	3 00	3 00			6 50
14. Baggage fees								
15. Misc.					20 00			20 00
16. Entertainment							32 00	32 00
TOTALS			3 10	32 50	52 19		32 00	119 79

MILEAGE:

17. Local

18. Other trips

TOTAL MILEAGE—WEEK ENDING 1/1 → MILES @ 12c →

TOTAL EXPENSE → 119 79

TRAVEL FROM JOLIET

TRAVEL TO CHICAGO

PURPOSE OF TRIP (Give a brief explanation)

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT 2

LESS ADVANCES

AMOUNT DUE EMPLOYEE

AMOUNT DUE COMPANY

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)						
DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			AMOUNT
			NAMES	TITLE	COMPANY	
7/21	LUNCH	REDA	R. POOT	OWNER	C & U	6 10
7/21	DINNER	BLACK HAWKS	C. BRIDGES	DRUG	ISDA	23 40
7/22					SENATOR CARLSON TICKETS	20 00
7/24	THEATRE	LENIS U	M. W. FAY	EX. V.P.	SMITH BARNY	32 00

D. 04682

AP - SHIELBY BUSINESS FORMS. SHIELBY, O



"WE TRUST YOU ENJOYED
YOUR VISIT WITH US.
MAY WE MAKE YOUR
RESERVATION NOW
FOR YOUR NEXT VISIT?"

CITY & STATE

STATE HOUSE INN
SPRINGFIELD, ILLINOIS

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

CITY & STATE

"WE TRUST YOU ENJOYED
YOUR VISIT WITH US.
MAY WE MAKE YOUR
RESERVATION NOW
FOR YOUR NEXT VISIT?"

Time Service No 012 145 734 5 500AX

~~VALID 11 75 THRU 10 76~~

PHILIP A SCHAACK

132201336 BLACK
5385690903 ANGUS
0112907431 SPFD

Approved Code
11-7-33
Check of Bill No.

Any delayed charges
are listed below

Merchandise/Services	Rate of Delayed Cng.
1. Merchandise/Services	
2. Merchandise/Services	
3. Merchandise/Services	
4. Merchandise/Services	
5. Merchandise/Services	
6. Merchandise/Services	
7. Merchandise/Services	
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99. Merchandise/Services	
100. Merchandise/Services	

Taxes

Tips/Misc.

Total

Please Print
Firmly

Revised Total

Amesco # 2007

Reco:G
Charg:G

277915

**Cardmember
Copy**

012 145 734 5 500AX Card No. 1175 THRU 1076		PHILIP A SCHAACK Date of Charge 5360510902 1601 231210180SPRN 712 050 26121L		Merchandise/Services 7 21 78 Taxes		Any delayed charges are listed below Type of Delayed Charge Amt. of Delayed Charge Type of Delayed Charge Amt. of Delayed Charge	
Card No. 1175 THRU 1076		PHILIP A SCHAACK		Merchandise/Services 7 21 78		Any delayed charges are listed below Type of Delayed Charge Amt. of Delayed Charge Type of Delayed Charge Amt. of Delayed Charge	

Weekly Expense Report

NAME Philip A. ...
WEEK ENDING 7-17 1976 APPROVED BY [Signature]

EXPENSE ITEM	SUNDAY 7/11/76	MONDAY 7/12/76	TUESDAY 7/13/76	WEDNESDAY 7/14/76	THURSDAY 7/15/76	FRIDAY 7/16/76	SATURDAY 7/17/76	TOTAL EXPENSES
1. Breakfast		3 60						3 60
2. Lunch						7 00		7 00
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees				5 25		4 90		8 15
12. Toll fees				1 40		1 40		2 80
13. Tips		60		1 00			3 00	4 60
14. Baggage fees								
15. Misc.		140 67		20 00	25 00			185 67
16. Entertainment				10 00				10 00
TOTALS		144 87		35 65	25 00	12 30	3 00	221 82

MILEAGE:

17. Local

18. Other trips

TOTAL MILEAGE—WEEK ENDING / /

TRAVEL FROM

TRAVEL TO

PURPOSE OF TRIP

(Give a brief explanation)

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT

JOLIET

CHICAGO

NEQA

MEETING

G 2203 131.82 +
20.00 +
A 3801 70.00 +
A 5303 221.82 *

LI

A

A

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
7/12	BREAKFAST	GOODMAN BERRY	BRIAN SIGNERSON	PARTNER	REGAL 6	REGAL 6 CONSTRUCTION PLANNING	3 60
7/12						JOLIET C.C. DUES & VARIOUS BILLS	140 67
7/14	DRINKS	HYATT GINARD	O. GARRETT	PRES.	DR. PEPPER	DR. PEPPER GROUP PROGRAM	10 00
			W. HASSMAN	VP	DR. PEPPER		
						DON BUNNET TICKETS	20 00
						JOLIET GOLF SOCIETY DONATION	25 00

JULY 1, 1976
 609 SPENCER ROAD

Joliet Country Club

JOLIET, ILLINOIS 60433

MEMBER NUMBER 248
 TELEPHONE (815) 727-3677

DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL	DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL
6-04	21	3.40	.51	.17	4.08	6-08	20	7.00	1.05	.35	8.40
6-08	25	2.50	.25	.13	2.88	6-08	25	4.25	.43	.21	4.89
6-08	38	5.00			5.00	6-09	27	2.00	.20	.10	2.30
6-10	20	2.00	.30	.10	2.40	6-10	23	.20	.02	.01	.23
6-10	38	5.00			5.00	6-15	28	2.00	.20	.10	2.30
6-15	20	1.25	.19	.06	1.50	6-15	38	5.00			5.00
6-17	23	.20	.02	.01	.23	6-17	38	4.00			4.00
6-18	20	1.85	.28	.09	2.22	6-22	20	6.10	.92	.31	7.33
6-24	38	1.50			1.50	6-27	20	12.50	1.88	.63	15.01
6-27	25	6.00	.60	.30	6.90	6-27	38	10.00			10.00
6-18		RECEIVED ON ACCOUNT			266.11CR						
					TOTAL BILL						181.17
					LESS 25% DUES						<u>-17.50</u>
					LESS PERSONAL						163.67
					CO. EXP.						<u>-23.00</u>
											140.67
					6-4 LLOYD BERLIN - ECONOMY - LUNCH						
					6-8 M/M R.K. ANDERSON - TWILIGHT GOLF						
					6-22 W. ROONEY INTERLAKES - LUNCH						
					6-27 R. STREITZ JOLIET TENNIS CLUB - GOLF - DINNER						

20 FOOD-DINING ROOM 23 HALFWAY HOUSE 27 MEN'S GRILL BAR 31 POOL PRO 36 GREENS FEE 46 CREDIT MEMO
 CODES: 21 FOOD-MEN'S GRILL 25 COCKTAIL LOUNGE 28 HALFWAY HOUSE-BEVERAGE 33 TENNIS GUESTS 38 CART RENTAL 48 RECEIVED ON ACCOUNT
 22 POOL SNACK BAR 26 PARTY BAR 30 POOL GUESTS 34 TENNIS PRO 45 MISCELLANEOUS CHARGE

PREVIOUS BALANCE	RECD. ON ACCT.	CREDIT MEMOS	FOOD CHARGES*	OTHER CHARGES	SERVICE CHARGE	SALES TAX
266.11	266.11CR		34.10	47.65	6.85	2.57
DUES	ASSESSMENT/S	* MIN. SPENDING	CURRENT	30 DAYS	60 DAYS & OVER	BALANCE DUE
70.00	20.00		181.17			181.17



WV

(Additional Remarks on reverse side)

(27)

[illegible]

PAID 7.00+
15.75+
53.75*
0.00*

Weekly Expense Report 775324

NAME PHILIP A SCHACK

WEEK ENDING 5-19-76

APPROVED BY

EXPENSE ITEM	SUNDAY 5/19/76	MONDAY 5/20/76	TUESDAY 5/21/76	WEDNESDAY 5/22/76	THURSDAY 5/23/76	FRIDAY 5/24/76	SATURDAY 5/25/76	TOTAL EXPENSES
1. Breakfast			2.95					2.95
2. Lunch								
3. Dinner								
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.	24.17							24.17
9. Gas and oil								
10. Car repairs			3.50	.80				4.30
11. Parking fees				4.95				4.95
12. Toll fees								
13. Tips			.50			4.00		4.50
14. Baggage fees								
15. Misc.	117.74							117.74
16. Entertainment								
TOTALS	141.91		6.95	5.75		4.00		158.61

MILEAGE:

13. Local

14. Other trips

TOTAL MILEAGE—WEEK ENDING / /

MILES @ 12c

TOTAL EXPENSE

TRAVEL FROM

TRAVEL TO

PURPOSE OF TRIP

(Give a brief explanation)

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT

LESS ADVANCES

AMOUNT DUE EMPLOYEE

AMOUNT DUE COMPANY

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
5/19						JOLIFT C.C. DUES & BILLS	117.74
5/21	BREAKFAST	SHORINWOOD	T. SPENGLER			GT. COM. MEETING	2.95
5/22	GOLF	NAPERVILLE C.C.	C. DANIELS	VP	MYNERS REALTY	TIPS	4.00

PAID



Illinois Bell

Thank you...It's a privilege serving you.

If you pay by mail please return the card with your payment in the enclosed envelope.

If you wish to pay in person, please bring both the bill and the enclosed card. See the front page of the local directory for your business office address.

Prompt payment will keep your account with us in excellent condition.

Key to long distance calls.

- A—day rate call
- B—billed to third number
- C—collect

More information about your bill is on the other side.

Additional charge due to State tax and City tax where applicable.

If you have any questions about this bill call your Service Representative at the business office...

TOTAL BILL
LESS PAY LINE

LESS PERSONAL L.O.

CO exp.

PHILIP A. SCHACK
601 LAVINIA
JOLIET IL 60435

44.94
- 15.50
29.44
- 5.27
24.17

815 725 4140
APR 28 76
770 6E R
/180

MONTHLY SERVICE 4-28 THRU 5-27 (INCL 300 UNITS)
38 UNITS USED/ 300 ALLOWED/ 0 ADDL BILLED

DATE KEY ITEMIZED CALLS ON HAND AS OF APR 30

3-31 A W PALM BCH FLA 505 626 3777
4-1 A WONDERLAKE ILL 728 0047
4-7 A NEWRICHELE NY 914 636 8517
4-24 A WONDERLAKE ILL 728 0047

3065

197

(227)

390

(306)

U.S. TAX 2.56 STATE* .72

CREDIT FROM LAST BILL

OUR NUMBER IS 727-9981

PAYMENT FOR CURRENT CHARGES IS DUE BY MAY 26

328

13CF

4494

TOTAL DUE

Charge	Cash	Account Forwarded
1 Washing		
2 Jet Wax		
3 Mats		
4 Gas Reg.		
5 Gas H.T.		
6		
7		
8		
9		
10		
11		
12		
13		
14		

48

350

77 Republic Ave.
Mailing Address P. O. Box 853
Joliet, Ill. 60434
Phone 725-3345

Bernard's Automatic Auto Laundry, Inc.

Date 5/10/76

Philip Schack

No. _____

9 Your Account Should Be Paid to Bill - If Error Is Found Return to 23 Exchange in Joliet Ill.

54-499
MAY 12 2 06
CAR RELEASE



MAY 1, 1976

Joliet Country Club

MEMBER NUMBER 248

59 SPENCER ROAD

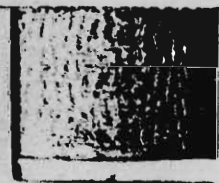
JOLIET, ILLINOIS 60433

TELEPHONE (815) 727-3677

DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL	DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL
4-09-76		15.20	2.28	.76	18.24	4-27-76		2.00	.20	.10	2.30
4-30-76		25.00			25.00	4-10			RECEIVED ON ACCOUNT		196.30CP
<p>4-9-76 T. DROWN P. BEIGGS L. HICKEY J. PATTERSON</p> <p>4-27-76 LUNCH 4-30-76 SHOE CHARG</p> <p>TOTAL DUE 135.24 LESS 25% DUES - 17.50 CO. EXP. 117.74</p>											

20 FOOD-DINING ROOM	23 HALFWAY HOUSE	27 MEN'S GRILL BAR	31 POOL PRO	36 GREENS FEE	46 CREDIT MEMO
21 FOOD-MEN'S GRILL	25 COCKTAIL LOUNGE	28 HALFWAY HOUSE-BEVERAGE	33 TENNIS GUESTS	38 CART RENTAL	48 RECEIVED ON ACCOUNT
22 POOL-SNACK BAR	26 PARTY BAR	30 POOL GUESTS	34 TENNIS PRO	45 MISCELLANEOUS CHARGE	

PREVIOUS BALANCE	RECD. ON ACCT.	CREDIT MEMOS	FOOD CHARGES *	OTHER CHARGES	SERVICE CHARGE	SALES TAX
196.30	196.30CR		15.20	27.00	2.48	.86
DUES	ASSESSMENT/S	* MIN. SPENDING	CURRENT	30 DAYS	60 DAYS & OVER	BALANCE DUE
70.00	20.00	.	135.54			135.54



1, 1976

Joliet Country Club

MEMBER NUMBER 248

009 SPENC

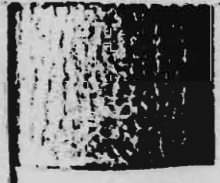
JOLIET, ILLINOIS 60438

TELEPHONE (815) 727-3677

DATE	AMOUNT	SERVICE	SALES TAX	TOTAL	DATE	AMOUNT	SERVICE	SALES TAX	TOTAL
5-0720	96.00	14.40	4.80	115.20	5-0725	14.00	1.40	.70	16.10
5-1320	1.50	.23	.08	1.81	5-1445	2.50			2.50
5-1520	15.25	2.29	.76	18.30	5-2720	.50	.08	.03	.61
5-1525	6.00	.60	.30	6.90	5-1821	2.60	.39	.13	3.12
5-2620	6.30	.95	.32	7.57	5-2738	4.00			4.00
5-28	RECEIVED ON ACCOUNT			135.54CR					
				TOTAL BILL					
				LESS 25% DUES					
				LESS PERSONAL					
				CO. EXP.					
				5-7 NORRIS LUNCHEON					
				5-15 J. FAY - VAULT REST.					
				5-18 SHALDEN HANCK - HANCK OIL					
				5-26 JOE KURT - PIZZA HUTS					

20 FOOD-DINING ROOM	23 HALFWAY HOUSE	27 MEN'S GRILL BAR	31 POOL PRO	36 GREENS FEE	46 CREDIT MEMO
21 FOOD-MEN'S GRILL	25 COCKTAIL LOUNGE	28 HALFWAY HOUSE-BEVERAGE	33 TENNIS GUESTS	38 CART RENTAL	48 RECEIVED ON ACCOUNT
22 POOL SNACK BAR	26 PARTY BAR	30 POOL GUESTS	34 TENNIS PRO	45 MISCELLANEOUS CHARGE	

PREVIOUS BALANCE	RECD. ON ACCT.	CREDIT MEMOS	FOOD CHARGES *	OTHER CHARGES	SERVICE CHARGE	SALES TAX
135.54	135.54CR		122.15	26.50	20.34	7.12
DUES	ASSESSMENT/S	* MIN. SPENDING	CURRENT	30 DAYS	60 DAYS & OVER	BALANCE DUE
70.00	20.00		266.11			266.11



NAME Philip A. Schaack
WEEK ENDING 6-5-1976 APPROVED BY [Signature]

MILEAGE:									
17. Local									
18. Other trips									
TOTAL MILEAGE — WEEK ENDING / / →									
								MILES @ 12c	
								TOTAL EXPENSE →	

[illegible][illegible]



Bernard's Automatic Auto Laundry, Inc.

6-240

34



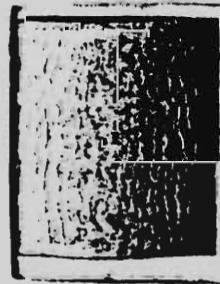
Charge	Cash	Account Forwarded
1 Washing	<input checked="" type="checkbox"/>	350
2 Jet Wax	<input type="checkbox"/>	
3 Mattn	<input type="checkbox"/>	
4 Gas Reg.	<input type="checkbox"/>	
5 Gas H.T.	<input type="checkbox"/>	
6	<input type="checkbox"/>	
7	<input type="checkbox"/>	
8	<input type="checkbox"/>	
9	<input type="checkbox"/>	
10	<input type="checkbox"/>	
11	<input type="checkbox"/>	
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	

Id 6/13/76

25

Your Account Stated to Date — If Error is Found Return at Once
J. M. Primers, Inc., Juliet, Ill.

780400



Weekly Expense Report

12652

NAME PHIL D A SCHAECK 13324
WEEK ENDING 5-29-76 176 APPROVED BY (21)

EXPENSE ITEM	SUNDAY 5/23/76	MONDAY 5/24/76	TUESDAY 5/25/76	WEDNESDAY 5/26/76	THURSDAY 5/27/76	FRIDAY 5/28/76	SATURDAY 5/29/76	TOTAL EXPENSES
1. Breakfast		3 15		3 15				7 11
2. Lunch		3 20				8 55		11 75
3. Dinner				8 40		24 55		32 95
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees			3 00					3 00
12. Toll fees		1 40	30			1 40		3 60
13. Tips		1 00		3 00		1 50		5 50
14. Baggage fees								
15. Misc.	177 73				52 70			230 43
16. Entertainment								
TOTALS	177 73	8 75	3 80	15 36	52 70	36 00		294 34

MILEAGE:	
Local	
Other trips	
TOTAL MILEAGE—WEEK ENDING 1 1	MILES @ 12c
	TOTAL EXPENSE

TRAVEL FROM	JOLIET	JOLIET	JOLIET	JOLIET
TRAVEL TO	CHICAGO	CHICAGO	LISLE	SEKIE
PURPOSE OF TRIP	ISDA	REST	IBC	O-T
(Give a brief explanation)	CONF	SHOW	TRUSTERS	GLASS
				MEETING

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT		LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	294 34
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
5/23						CHICAGO GOLF CLUB LUNCHEON	177 73
5/24	BREAKFAST	HOLMAN CAFE	W. JACOBS	DIR.	JACOBS		3 96
5/27						SEE ATTACHED	
5/28	LUNCHEON	SEKIE	W. JACOBS	DIR.	JACOBS	MEETING	11 75
5/28	DINNER	TOURNE	W. JACOBS	DIR.	JACOBS	O-T	24 55

YOUR INDEBTEDNESS TO THE CLUB AT

MAY 25 1976

IS AS FOLLOWS:

PREVIOUS BALANCE			
HOUSE ACCOUNTS		47	73
DUES		120	—
DEBT RETIREMENT on CAP. IMPROV.		6	25
DEBT RET. on OLD MTC.		3	75
TOTAL		177	73

Chicago Golf Club
Wheaton, Illinois

78040012693



HOUSE ACCOUNTS			
DUES		47	73
DEBT RETIREMENT on CAP. IMPROV.		120	-
DEBT RET. on OLD MTG		6	25
		3	75
TOTAL		177	73

Chicago Golf Club
Wharton, Illinois

012 145 734 5 500A 7 002105 7

PAID 11 75 THRU 10 76 61

PHILIP A SCHAAK

Approval Code 100926

Check or Bill No.

Establishment Date of Charge

POWER GARDN RSTR 052876

374820907 SKO

112980370 ILL

5121080287

Any delayed charges are listed below

Merchandise/Services Type of Delayed Charge

Taxes Amt. of Delayed Charge

Tips/Misc. Revised Total

Total

America Use Only

Equivalent Amount

Please Print Firmly

Record of Charges

Cardmember Copy

Invoice Number 443603

AGC Form 2024B-Rev 4-75 Printed in USA 11-75

4-98 CLARK UNIT
5-98 GOLF - J. GOSWELL - PENN - DRAIN
5-9 FR. KEVIN IBC - CRAIG LYNN SAGA ENTERERS IBC
FOOD SERVICE



780400042695





SEE BACK FOR ADDRESS CHANGE ☐

AMLING'S FLOWERLAND
540 OGDEN AVENUE
HINSDALE, ILL. 60521
(312) 654-8820

PHILIP SCHAACK
601 LAVINIA
JOLIET ILL

60435

CUSTOMER NUMBER 197254140200
ACCOUNT TYPE REGULAR
STATEMENT DATE 03/23/76

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

AMOUNT ENCLOSED \$

DATE	REFERENCE NO.	STORE	DEPT	DESCRIPTION	CHARGES	PAYMENTS-CREDITS
11/29	3513440	35	34	GRN PLANTS LANG	12.00	
			5	TRANSMITTL LANG	1.50	
			3	TAX LANG	.60	
11/29	3513440	35	4	DELIVERY LANG	1.00	
11/29	3513441	35	33	FLOWERS BENIGNE	10.95	
			3	TAX BENIGNE	.55	
			4	DELIVERY BENIGNE	1.00	
12/11	3511417	35	33	FLOWERS SEHARCK	12.95	
			33	FLOWERS SEHARCK	10.95	
			3	TAX SEHARCK	1.20	
12/15	3514672	35	34	GRN PLANTS JOYCE	10.95	
			3	TAX JOYCE	.55	
			4	DELIVERY JOYCE	1.00	
12/15	3514673	35	34	GRN PLANTS DEMSEY	10.95	
TO YOUR PREVIOUS BALANCE OF		WE ADDED CHARGES	REBILLING CHARGE	WE DEDUCTED PAYMENTS-CREDITS	TO ARRIVE AT YOUR NEW BALANCE	PAYMENT DUE

ACCOUNTS NOT PAID BY CLOSING DATE ARE IN DEFAULT. CREDIT WILL BE
SUSPENDED AND A \$.75 REBILLING CHARGE WILL BE ADDED TO YOUR NEXT
STATEMENT.

PAGE 1 ACCOUNT NUMBER 197254140200 CLOSING DATE 03/23/76

HINSDALE, ILL.
[312] 654-6020

PHILIP SCHAACK
601 LAVINIA
JOLIET ILL

60435

CUSTOMER NUMBER 197254140200
ACCOUNT TYPE REGULAR
STATEMENT DATE 03/23/76

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

AMOUNT ENCLOSED \$

PLEASE

DATE	REFERENCE NO	STORE	DEPT	DESCRIPTION	CHARGES	PAYMENTS-CREDITS
			3	TAX DEMSEY	.55	
			4	DELIVERY DENSEY	1.00	
12/15	3514674	35	34	GRN PLANTS GOSSELIN	10.95	
			3	TAX GOSSELIN	.55	
			4	DELIVERY GOSSELIN	1.00	
12/15	3514676	35	37	HOLIDAY TAKEN	3.80	
			37	HOLIDAY TAKEN	5.98	
			3	TAX TAKEN	.49	
01/29	3516791	35	35	PLANT ACC TAKEN	14.25	
			34	GRN PLANTS TAKEN	5.95	
			3	TAX TAKEN	1.01	
12/13	68666		13	ADJUSTMENT SUPPLY		

Co. exp. 52.70

Should have
been 27.10
25.10

TO YOUR PREVIOUS BALANCE OF	WE ADDED CHARGES	REBILLING CHARGE	WE DEDUCTED PAYMENTS-CREDITS	TO ARRIVE AT YOUR NEW BALANCE	PAYMENT DUE
.00	121.68	.00	25.10	96.58	96.58

ACCOUNTS NOT PAID BY CLOSING DATE ARE IN DEFAULT. CREDIT WILL BE
SUSPENDED AND A \$.75 REBILLING CHARGE WILL BE ADDED TO YOUR NEXT
STATEMENT.

PAGE 2** ACCOUNT NUMBER 197254140200 CLOSING DATE 04/23/76

0 P102

NAME PHILIP A. CHAAC 77502
WEEK ENDING 5-2 1974 APPROVED BY (81)

MILEAGE:									
17. Local									
18. Other trips									
TOTAL MILEAGE—WEEK ENDING / /				MILES @ 12c		TOTAL EXPENSE			

[illegible]



Bernard's Automatic Auto Laundry, Inc.

77 Republic Ave. Joliet, Ill. 60434
Mailing Address P. O. Box 853
Phone 725-3345

Date 5/18/66

Mrs. Philip Schuch

No. _____

Charge Cash ☒ Account Forwarded

1	Washing	<input checked="" type="checkbox"/>	350
2	Jet Wax		
3	Matts		
4	Gas Reg.		
5	Gas H.T.		
6			
7			
8			
9			
10			
11			
12			
13			
14			

13

Your Account Stated as Date — If Error Is Found Return at Once
J. M. Printers, Inc., Joliet, Ill.

780400

Weekly Expense Report

NAME **PHILIP A. CHAFFIN** WEEK ENDING **5-8 1976** APPROVED BY **(E)**

EXPENSE ITEM	SUNDAY 5/2/76	MONDAY 5/3/76	TUESDAY 5/4/76	WEDNESDAY 5/5/76	THURSDAY 5/6/76	FRIDAY 5/7/76	SATURDAY 5/8/76	TOTAL EXPENSES
1. Breakfast			6 72	3 15	4 60	7 75		22 20
2. Lunch			15 55	8 40	6 20			30 15
3. Dinner			6 30		5 50			11 80
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs								
11. Parking fees							2 00	2 00
12. Toll fees					1 40	90		2 30
13. Tips			4 50	2 00	3 00	1 25	1 00	11 75
14. Baggage fees								
15. Misc.								
16. Entertainment							15 00	15 00
TOTALS			33 05	13 55	20 70	9 90	18 00	95 20

MILEAGE:	
17. Local	
18. Other trips	
TOTAL MILEAGE—WEEK ENDING 1 1	MILES @ 12c
	TOTAL EXPENSE
	95 20

TRAVEL FROM	JOLIET	JOLIET	JOLIET	JOLIET
TRAVEL TO	SPRINGFIELD	FLORIDA	NILES	CARLETON
PURPOSE OF TRIP	HB 1838	LITER	REGULING	
(Give a brief explanation)	HEARING	EVALUATION	ENVIRON-	
			MENTAL	
			HEALTH	
NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	1			
		LESS ADVANCES		
		AMOUNT DUE EMPLOYEE		95 20
		AMOUNT DUE COMPANY		

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT	
			NAMES	TITLE	COMPANY			
1	DINNER	LINCOLN SALOON	C BOSSCH	PRES.	IBM			6 70
	LUNCH	NICHOLS	J ALFORD	LOAN	STANDARD	40 1538		15 55
			AL BETHENS	ASST.	IBM			
5	LUNC -	HILTON	R. GILMORE	VP	CATERING - ACCT			8 40
7	DINNER	HUNT	C BOSSCH		REVIEW			7 75
8	CONFERENCE	DEAN DARTMOUTH	BROWN FAY T. COLLIER FR. RICHARD	DIRS. PRES. CHAS. PRES.	IBM - PLAID BUDGET			15 00

PAID

1510 SCRAAK, CHILIP YIP. 40

1. 401 JULIET, ILL. 10

1/00 800 7

054944

PAGE NO. 1

REMARKS:

FOR INFORMATION OR RESERVATIONS AT ANY
FAIRMONT HOTEL CALL YOUR TRAVEL AGENT
OR CALL TOLL FREE 800-527-4727
(IN TEXAS CALL 800-492-6622)

MEMO	DATE	REFERENCE-ROOM NO.	CHARGES	CREDITS	BALANCE	PREVIOUS BALANCE PICKUP
			2.41		2.41	2.41
			53.20		53.20	53.20
			53.59		53.59	53.59
			60.26		60.26	60.26
			.00		.00	

040042703

FAIRMONT HOTEL
RAID
APR 19 1976

EXPLANATION OF CODES

- Miscellaneous and Paid Outs
- Flowers
- Barber Shop
- Beauty Shop
- Drug Store
- Hartman's
- J - Corrigan's
K - Neiman-Marcus
L - Postage
M - Telegrams
- Restaurants
D - Banquets
H - Pyramid
J - Gallery
K - Venetian
L - Room Service
M - Brasserie



LAST AMOUNT
IS
BALANCE DUE



Thank You
Please Remit Directly To:

FAIRMONT HOTEL

ROSS AND AKARD DALLAS, TEXA
(214) 748-5454

INNISBROOK

Transportation Division

Return to Airport Only

Date 4/18

Name P. Schrack

Due Paid 5⁸⁰

369 Received by M.T.



Innisbrook

TARPON SPRINGS, FLORIDA 33589

SCHAACK, M/M PHILLIP
ILL. 7 UP BOTTLING
BOX 7
JOLIET, IL 60436

ROOM 9105A

DATE	DEPT. NO.	TICKET NO.	DESCRIPTION	CHARGE / CREDIT
1976				
		09805	DEPOSIT	200.00 CR
APR12	011	09105	ROOM	75.00
APR12	011	09105	ROOM TAX	3.00
APR13	011	09105	ROOM	75.00
APR13	011	09105	ROOM TAX	3.00
APR14	011	09105	ROOM	75.00
APR14	011	09105	ROOM TAX	3.00
APR15	301	09380	CLR STD	12.48
APR15	401	26940	IS-GRN FEE	31.20
APR15	401	26940	IS-CRT RNT	14.56
APR15	011	09105	ROOM	75.00
APR15	011	09105	ROOM TAX	3.00
APR16	011	09105	ROOM	75.00
APR16	011	09105	ROOM TAX	3.00
APR17	421	36596	CP-GRN FEE	31.20
APR17	421	36596	CP-CRT-RNT	14.56
APR17	011	09105	ROOM	75.00
APR17	011	09105	ROOM TAX	3.00
APR18	111	46282	ISLAND FD	31.04
APR18	011	09105	ROOM	75.00
APR18	011	09105	ROOM TAX	3.00
APR19	251	09016	CONF BEV	6.00
APR19	251	09093	CONF BEV	12.00
APR19	011	09105	ROOM	75.00
APR19	011	09105	ROOM TAX	3.00
APR20	541	12159	LIMOUSINE	5.80
APR20	401	27449	IS-GRN FEE	31.20
APR20	401	27449	IS-CRT RNT	14.56
APR20	211	55580	ISLAND BEV	4.25
APR20	011	09105	ROOM	75.00
APR20	011	09105	ROOM TAX	3.00
APR21	421	36120	CP-GRN FEE	31.20
APR21	421	36120	CP-CRT-RNT	14.56
APR21	231	00791	COP-HD BEV	10.81
APR21	011	09105	ROOM	75.00
			RAL-FWD	842.42

04/12/76

04/23/76

200.00

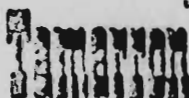
4-15 - GOLF R.K. ANDERSON
PRES. NAT'L BANK OF
JOLIET

01

4-21 - GOLF W. HENRY
ACQUAINTANCE - JOLIET

4-20 LIMOUSINE FOR DALLAS
TRIP TO
DR. PEPPER

#97.32



ANOTHER GOLF HOSTS INTERNATIONAL RESORT
IN DURANGO, COLORADO

MADISON 7 up

WEEK
ENDING

5-

APPROVED
BY

OK. E12

0 MILEAGE:															
17. Local															
18. Other trips															
21 TOTAL MILEAGE—WEEK ENDING / / →												MILES @ 12c →			
												TOTAL EXPENSE →		18	89

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT	1	LESS ADVANCES	
		AMOUNT DUE EMPLOYEE	48 89
		AMOUNT DUE COMPANY	

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

[illegible]

3. 60

12 P M C

The Edgewater

TRANSFER TO SPS LABORER

NAME _____
FIRM _____
ADDRESS _____
CITY AND STATE _____
GUEST'S SIGNATURE _____
22664

2266.4

AMOUNT

P O BOX 490 MADISON WISCONSIN 53701

PLEASE DETACH AND MAIL WITH YOUR CHECK

[illegible]

**1% PER MONTH SERVICE CHARGE WILL BE
ADDED TO ALL ACCOUNTS OVER 30 DAYS OLD**

CODE

TO
FROM KACPH. PLATZ
PAUL SCHACK

April 28, 1976

FROM
TO Tom Spengler

EXPENSE REPORT

Tom, would you please approve the attached expense report and return it to Joliet's payable department.

Thank you.

OK
R-TP

PAS:hg

78040042706

ILLINOIS SEVEN-UP BOTTLING CO.
P. O. BOX 7 • JOLIET, ILLINOIS 60434



Weekly Expense Report

NAME **Philip A. Schack**

WEEK
ENDING

5 - 1 1976

APPROVED
BY

(21)

EXPENSE ITEM	SUNDAY 4/25/76	MONDAY 4/26/76	TUESDAY 4/27/76	WEDNESDAY 4/28/76	THURSDAY 4/29/76	FRIDAY 4/30/76	SATURDAY 5/1/76	TOTAL EXPENSES
1. Breakfast						3 10		3 10
2. Lunch				2 70			15 00	17 70
3. Dinner					4 95			4 95
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.								
9. Gas and oil								
10. Car repairs					3 50			3 50
11. Parking fees					2 00			2 00
12. Toll fees				2 00				2 00
13. Tips				2 00	4 00		3 00	9 00
14. Baggage fees								
15. Misc.							3 20 20	3 20 20
16. Entertainment				9 50				9 50
TOTALS				16 20	14 45	3 10	33 20	371 95

MILEAGE:

17. Local
18. Other trips

TOTAL MILEAGE—WEEK ENDING / /

MILES @ 12c

TOTAL EXPENSE

371 95

TRAVEL FROM

TRAVEL TO

PURPOSE OF TRIP

(Give a brief explanation)

JOULET
CHICAGO

JOULET

PEORIA

PEORIA

JOULET

LITER

INTRO

ENVIA

MEETINGS

NUMBER OF DAYS AWAY
FROM HOME OVERNIGHT

1

LESS ADVANCES

AMOUNT DUE EMPLOYEE

AMOUNT DUE COMPANY

371 95

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
4/28	DRINKS	HILTON	RAVERY	MR. VP	DR. PEPPER	LITER BOTTLE 2402 VS 2302	9 50
4/30	BREAKFAST	GEORGE BEAR	C. HORTON	PRAS.	JOULET CONTRA	W. CHICAGO, ADDITION	3 10
5/1	LUNCH	AL'S	R. T. WELSH	PRAS.	WELSH SENIOR	YOUNG	15 00

ILLINOIS SEVEN - UP BOTTLING CO.

P.O. BOX 7

JOLIET, ILLINOIS 60434

14234

July 16, 1976

DATE

CUSTOMER

A0802 P. A. Schaack

ADDRESS

WE ARE TODAY Crediting YOUR
ACCOUNT FOR THE FOLLOWING:

To give credit for advance omitted from
expense report of 4-24-76, -AV 43539
5-5-76

200.00

AR 139

ENTERED BY →

WAT

FOR OFFICE USE ONLY

ACCOUNT NUMBER

DEBIT

CREDIT

02203

200 00

A0802

200 00

OFFICE COPY

MARCH 28 - DAVE LAUGHLIN
EX. VP NORTHWESTERN
STEEL - STERLING

APRIL 2 - LES BROWN
PRES. ISCC
CONVENTION INVITE

APRIL 4 - PHIL BRIGGS
CEWU INTERNATIONAL

APRIL 8 - EX. COM. DINNER
BUFFET AFTER
MEETING
= 154.00

CLUB CAFE - STORAGE = 30.00

7804001370



Bernard's Automatic Auto Laundry, Inc.

77 Republic Ave. Joliet, Ill. 60434

Mailing Address P. O. Box 853

Phone 725-3345

Date 4/29/76 1976

Mr. Philip Schuck

No. _____

Charge ☒ Cash ☐ Account Forwarded

1	Washing	✓	3.50
2	Jet Wax		
3	Matts		
4	Gas Reg.		
5	Gas H.T.		
6			
7			
8			
9			
10			
11			
12			
13			
14			

40

Your Account Stated to Date — If Error Is Found Return at Once
J. M. Printers, Inc., Joliet, Ill.

Chicago Golf Club Joliet, Illinois

YOUR INDEBTEDNESS TO THE CLUB AT		APR 25 1976		IS AS FOLLOWS:	
PREVIOUS BALANCE					
HOUSE ACCOUNTS				184	20
DUES				120	00
DEBT RETIREMENT on CAP. IMPROV.				6	25
DEBT RET. on OLD MTC				3	75
Annual Chicago District Golf Assn. Contribution				\$0.00	..
TOTAL				320	20

Weekly Expense Report

100

WEEK ENDING

4-12-79

APPROVED
BY

ET

775324

EXPENSE ITEM	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	TOTAL EXPENSES
1. Breakfast			3 50					3 50
2. Lunch				5 75				5 75
3. Dinner	42 60		6 00					48 60
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Teleg.	32 82							32 82
9. Gas and oil								
10. Car repairs				3 50				3 50
11. Parking fees								
12. Toll fees								
13. Tips			1 25	1 00				2 25
14. Baggage fees								
15. Misc.		178 80		25 00				203 80
16. Entertainment								
— TOTALS	75 42	178 80	10 75	35 25				300 22

MILEAGE:

17. Local							
18. Other trips							

TOTAL MILEAGE—WEEK ENDING

MILES @ 12c

TOTAL EXPENSE

300	22
-----	----

TRAVEL FROM		JOLIET						
TRAVEL TO		LISIE						
PURPOSE OF TRIP <small>(Give a brief explanation)</small>		IIRC TRUSTEE MEETING.						

DAID

NUMBER OF DAYS AWAY
FROM HOME OVERNIGHT

LESS ADVANCES

AMOUNT DUE EMPLOYEE

AMOUNT DUE COMPANY

✓ 3002

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

[illegible]


Bernard's Automatic Auto Laundry, Inc.
 77 Republic Ave. Joliet, Ill. 60434
 Mailing Address P. O. Box 853
 Phone 725-3345

Date 4/7 1966

Mrs. Philip Schmidt

Charge		Cash	Account Forwarded
1	Washing		✓ 2.50
2	Jet Wax		
3	Matts		
4	Gas Reg.		
5	Gas H.T.		
6			
7			
8			
9			
10			
11			
12			
13			
14			

Paid 4/7/76
 1.50

Your Account Stated to Date — If Error is Found Return at Once
 J. M. Tristram, Inc., Joliet, Ill.

780400



APRIL 1, 1970
009 SPENCER ROAD

JOLIET, ILLINOIS 60433

MEMBER NUMBER 248
TELEPHONE (815) 727-3677

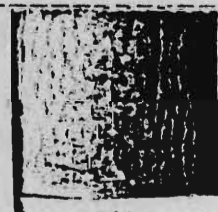
DATE	AMOUNT	SERVICE	SALES TAX	TOTAL
3-24-20	22.90	3.44	1.15	27.49
3-30-20	4.10	.62	.21	4.93
3-31-45	6.00			6.00
3-11	RECEIVED ON ACCOUNT			132.06CR
TOTAL BILL				
LESS 25% DUES				
CO. GIP				
3-24 - DINNER				
TOM SPENGLER				
MADISON Twp				
3-30 - LUNCHEON				
E. HAUCK				
HAUCK OIL				

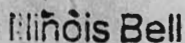
40042713

DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL
3-24-75		2.50	.25	.13	2.88
3-31-75		45.00			45.00
3-31-75		20.00			20.00
<p>196.30</p> <p>- 17.50</p> <p>178.80</p>					

20 FOOD-DINING ROOM 23 HALFWAY HOUSE 27 MEN'S GRILL BAR 31 POOL PRO 36 GREENS FEE 46 CREDIT MEMO
 21 FOOD-MEN'S GRILL 25 COCKTAIL LOUNGE 28 HALFWAY HOUSE-BEVERAGE 33 TENNIS GUESTS 38 CART RENTAL 48 RECEIVED ON ACCOUNT
 22 POOL SNACK BAR 26 PARTY BAR 30 POOL GUESTS 34 TENNIS PRO 45 MISCELLANEOUS CHARGE

PREVIOUS BALANCE	RECD. ON ACCT.	CREDIT MEMOS	FOOD CHARGES*	OTHER CHARGES	SERVICE CHARGE	SALES TAX
132.06	132.06CR		27.00	73.50	4.31	1.49
DUES	ASSESSMENT/S	* MIN. SPENDING	CURRENT	30 DAYS	60 DAYS & OVER	BALANCE DUE
70.00	20.00		196.30			196.30





Thank you...It's a privilege serving you.

815 725 4140
MAR 28 76
770 6E R
/147

PHILIP A SCHAACK
601 LAVINIA
JOLIET IL 60435

If you pay by mail please return
the card with your payment in
the enclosed envelope.

you will be able to pay in person.
Please bring cash or the bill and
check with you. See the front
page of the local directory for
our business office address.

For more, we will keep
our accounts in US in
exchange for the dollar.

Key to the distance calls

1 - 0000000000
2 - 0000000000 number
3 - 0000000000

For more information about your
 future, call 1-800-875-8758.

*Additional charge due to
State tax, and City tax where
applicable

...have no questions about
... Service Repre-
...business office.

MONTHLY SERVICE 3-28 THRU 4-27 (INCL 300 UNITS)
169 UNITS USED/ 300 ALLOWED/ 0 ADDL BILLED
ITEMIZED CALLS -- SEE DETAIL

TOTAL BILL
LESS PVT LINE
LESS PERSONAL L.O.

Co. exp.

$$\begin{array}{r} 58.87 \\ - 15.50 \\ \hline 43.37 \\ - 10.55 \\ \hline 32.82 \end{array}$$

U.S. TAX 3.35 STATE* .82

CREDIT FROM LAST BILL

OUR NUMBER IS 727-9981

PAYMENT FOR CURRENT CHARGES IS DUE BY APR 26

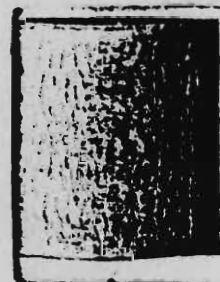
TOTAL DUE

417
21CR
5887

DATE	DESCRIPTION	CHARGES	CREDITS
3-27	CLUB INTERNATIONAL	33.46	
3-27	CLUB INTERNATIONAL	5.14	
10-28-67	675 7 AMOUNT DUE	42.60	
<p>TOM STRTON KKK CANTEN</p> <p>92212</p>			

The Drake Chicago, Illinois 60611

RETAIN THIS PORTION OF STATEMENT



Weekly Expense Report

100

NAME PHILIP A. SCHANL
WEEK ENDING 4-17-76

APPROVED BY

ET

775324

EXPENSE ITEM	SUNDAY 4/14/76	MONDAY 4/15/76	TUESDAY 4/16/76	WEDNESDAY 4/17/76	THURSDAY 4/18/76	FRIDAY 4/19/76	SATURDAY 4/20/76	TOTAL EXPENSES
1. Breakfast			3 50					3 50
2. Lunch				5 75				5 75
3. Dinner	42 60		6 00					48 60
4. Hotel-Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Tolog.	32 22							32 22
9. Gas and oil								
10. Car repairs				3 50				3 50
11. Parking fees								
12. Toll fees								
13. Tips			1 25	1 00				2 25
14. Baggage fees								
15. Misc.		178 80		25 00				203 80
16. Entertainment								
TOTALS	75 42	178 80	10 75	35 25				300 22

MILEAGE:

17. Local								
18. Other trips								
TOTAL MILEAGE—WEEK ENDING 1 1					MILES @ 12c		TOTAL EXPENSE	
							300 22	

TRAVEL FROM			JOLIET					
TRAVEL TO			Lisle					
PURPOSE OF TRIP			113C					
(Give a brief explanation)			TRUSTEE					
			MEETING					

PAID

NUMBER OF DAYS AWAY FROM HOME OVERNIGHT								

LESS ADVANCES

AMOUNT DUE EMPLOYEE

AMOUNT DUE COMPANY

300 22

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
4-4	DINNER	DRAPER	T. STURTON	OWNER	KRIC CATERING	7up USE	42 60
4-5						JOLIET C.C. DUES + BILL	178 80
4-6	BREAKFAST	VAULT	R. COLVIN	EX. SEC	COM C	LEGISLATIVE MEETING	3 50
4-7	LUNCH	SHERATON	J. RISTEN	POSS.	RISTEN PLASTICS		5 75
4-7	CONTRIBUTION TO JOLIET CHILDRENS SCHOOL - TED SCHNEIDER - DRAPER COM ED PLANT						25 00

APRIL 1, 1978

MEMBER NUMBER 24
TELEPHONE (815) 727-36

JOLIET, ILLINOIS 60433

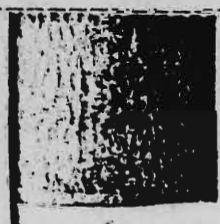
COY SPENCER ROAD

DATE	AMOUNT	SERVICE	SALES TAX	TOTAL	DATE	CODE	AMOUNT	SERVICE	SALES TAX	TOTAL
3-24-20	22.90	3.44	1.15	27.49	3-24-25		2.50	.25	.13	2.88
3-30-20	4.10	.62	.21	4.93	3-31-45		45.00			45.00
3-31-45	6.00			6.00	3-31-45		20.00			20.00
3-11	RECEIVED ON ACCOUNT			132.06CR						
	TOTAL BILL						196.30			
	LESS 25% DUES						- 17.50			
				00.61P			178.80			
	3-24 - DINNER									
	TOM SPENCER									
	MADISON Twp									
	3-30 - LUNCH									
	E. ITACK									
	ITACK OIL									

40042716

- 20 FOOD-DINING ROOM 23 HALFWAY HOUSE 27 MEN'S GRILL BAR 31 POOL PRO 36 GREENS FEE 46 CREDIT MEMO
21 FOOD-MEN'S GRILL 25 COCKTAIL LOUNGE 28 HALFWAY HOUSE-BEVERAGE 33 TENNIS GUESTS 38 CART RENTAL 48 RECEIVED ON ACCOUNT
22 POOL SNACK BAR 26 PARTY BAR 30 POOL GUESTS 34 TENNIS PRO 45 MISCELLANEOUS CHARGE

PREVIOUS BALANCE	RECD. ON ACCT.	CREDIT MEMOS	FOOD CHARGES *	OTHER CHARGES	SERVICE CHARGE	SALES TAX
132.06	132.06CR		27.00	73.50	4.31	1.49
DUES	ASSESSMENT/S	* MIN. SPENDING	CURRENT	30 DAYS	60 DAYS & OVER	BALANCE DUE
70.00	20.00		196.30			196.30



815 725 4140
MAR 28 76
770 6E R
/147

PHILIP A SCHAACK
601 LAVINIA
JOLIET IL 60435

If you pay by mail please return
the card with your payment in
the enclosed envelope.

If you wish to pay in person,
please bring both the bill and
the enclosed card. See the front
page of this local directory for
your business office address.

Payment by mail will keep
your account with us in
good standing.

For long distance calls
A—add cents
B—add to third number
C—collect

For information about your
bill is on the other side.

Additional charge due to
State tax and City tax where
applicable

If you have any questions about
this bill call our Service Repre-
sentative at the business office...

MONTHLY SERVICE 3-28 THRU 4-27 (INCL 300 UNITS)
169 UNITS USED/ 300 ALLOWED/ 0 ADDL BILLED
ITEMIZED CALLS - SEE DETAIL

TOTAL BILL
LESS PVT LINE
LESS PERSONAL L.O.

58.87
- 15.50
43.37
- 10.55
32.82

cc exp.

U.S. TAX 3.35 STATE* .82
CREDIT FROM LAST BILL
OUR NUMBER IS 727-9981
PAYMENT FOR CURRENT CHARGES IS DUE BY APR 26

3065
2426
417
2106
5887

DATE	DESCRIPTION	CHARGES	CREDITS
3-27	CLUB INTERNATIONAL	33.46	
3-27	CLUB INTERNATIONAL	9.14	
TO 55- 675 7	AMOUNT DUE	42.60	
TOM STURTON KKK CANTEN			
72232			





Bernard's Automatic Au Laundry, Inc.

77 Republic Ave. Joliet, Ill. 60434
Mailing Address P. O. Box 853
Phone 725-3345

Date 4/7 1976

No. Philip Schmitt

Charge	Cash	Account Forwarded
1 Washing	<input checked="" type="checkbox"/>	2 50
2 Jet Wax	<input type="checkbox"/>	
3 Mats	<input type="checkbox"/>	
4 Gas Reg.	<input type="checkbox"/>	
5 Gas H.T.	<input type="checkbox"/>	
6	<input type="checkbox"/>	
7	<input type="checkbox"/>	
8	<input type="checkbox"/>	
9	<input type="checkbox"/>	
10	<input type="checkbox"/>	
11	<input type="checkbox"/>	
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	

Handwritten: 4/7/76
1.5

Your Account Stated to Date — If Error is Found Return at Once
J. M. Printers, Inc., Joliet, Ill.

7804001



4401

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
7/5						MEMORIAL - EMMA DODGATE	10 00
7/9						CHICAGO GOLF CLUB DUES & BILL	214 48
8/3	BREAKFAST	HOLIDAY	MR. ROSE	CLERK	CHICAGO	SCHOOL - A - HOLIDAY	5 90
	LUNCH	CHICAGO	PAUL L. BROWN	OWNER	BROWN L. BROWN	REPAIRS	12 25
						MEMORIAL MRS. SESENECKO	10 00
11/1	LUNCH	HOLIDAY	R. MEDINA	PILOT	M		
12/3	DRINKS	ST. PAUL	F. BROWN TO BROWN J. HERR DAN HERR T. BROWN	ATTY. C. BROWN REARLITE - HARRY - HARRY	REARLITE ST. PAUL - HARRY - HARRY		25 00

YOUR INDEBTEDNESS TO THE CLUB AT

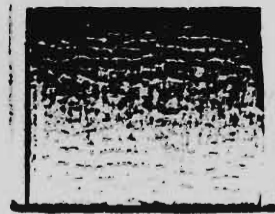
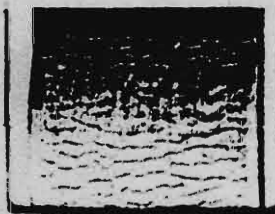
MAR 25 1976

IS AS FOLLOWS:

PREVIOUS BALANCE			
HOUSE ACCOUNTS		51	98
DUES		120	-
DEBT RETIREMENT on CAP. IMPROV.		6	25
DEBT RET. on OLD MTG.		3	75
	Ladies Locker Rental	32	50
TOTAL		214	48

Chicago Golf Club
Bloomington, Illinois

78040042720



2-49 R.K. ANDERSON } NAVAL
J. RAICICH } BANK
BRUNCH JUL 1955

7 8 0 4 0 0 4 2 7 2 1

Weekly Expense Report

11783

NAME
WEEK
ENDING

PHILIP A. SCHMIDT
3-27-76

APPROVED
BY

WJH

EXPENSE ITEM	SUNDAY 3/21/76	MONDAY 3/22/76	TUESDAY 3/23/76	WEDNESDAY 3/24/76	THURSDAY 3/25/76	FRIDAY 3/26/76	SATURDAY 3/27/76	TOTAL EXPENSES
1. Breakfast			2.26		4.20			6.46
2. Lunch				4.50		10.60		15.10
3. Dinner			6.00					6.00
4. Hotel/Motel								
5. Plane fare								
6. Rail or bus fare								
7. Taxi—Car rental								
8. Tel. and Telog.								
9. Gas and oil								
10. Car repairs				3.50				3.50
11. Parking fees								
12. Toll fees					2.00			2.00
13. Tips			1.25	.75	.75			2.75
14. Baggage fees								
15. Misc.								
16. Entertainment	25.00					20.00		45.00
TOTALS	25.00		9.51	8.75	6.95	30.60		80.81

MILEAGE:	
Local	
Other trips	
TOTAL MILEAGE—WEEK ENDING / /	MILES @ 12c
TOTAL EXPENSE	80.81

TRAVEL FROM	JOLIET	JOLIET	JOLIET
TRAVEL TO	LISLE	Lake Forest	CHICAGO
PURPOSE OF TRIP (Give a brief explanation)	IAC EX. COM	DIR. MEETING	DIR. MEETING
NUMBER OF DAYS AWAY FROM HOME OVERNIGHT			
LESS ADVANCES			
AMOUNT DUE EMPLOYEE			80.81
AMOUNT DUE COMPANY			

EXPLANATION OF ENTERTAINMENT EXPENSE (ITEM 16) AND BUSINESS LUNCHEONS AND DINNERS (ITEMS 2 AND 3)

DATE	TYPE OF ENTERTAINMENT	PLACE	PERSONS ENTERTAINED			NATURE AND BUSINESS PURPOSE OF ENTERTAINMENT	AMOUNT
			NAMES	TITLE	COMPANY		
3/21	DRINKS	D'AMICO'S	BLAISE BROWN	SENIE JOYLE		HADASSAH DINNER	25.00
3/22	BRKFAST	2004	D. COLVIN	DR. 400	1004	1200	2.26
3/23	LUNCH	FLICKS	G. TURNER	ELMER	OLIVEAINT		4.50
3/24	BRKFAST	HOLLAND	T. SPENCER				4.20
3/25	DRINKS	JUBILATION	R. STEPHEN	MARYCARE	SHOPPING CENTAL		20.00
			J. KORST	WIZRA	1012		
			F. LEMICH	LEMICH	FORN		



Bernard's Automatic Auto Laundry, Inc.

77 Republic Ave. Joliet, Ill. 60434
Mailing Address P. O. Box 853
Phone 725-3345

Date 3/24/76
Mr. Schaack

No.	Charge	Cash <input checked="" type="checkbox"/>	Account Forwarded
1	Washing	<input checked="" type="checkbox"/>	3.50
2	Jet Wax	<input type="checkbox"/>	
3	Matts	<input type="checkbox"/>	
4	Gas Reg.	<input type="checkbox"/>	
5	Gas H.T.	<input type="checkbox"/>	
6		<input type="checkbox"/>	
7		<input type="checkbox"/>	
8		<input type="checkbox"/>	
9		<input type="checkbox"/>	
10		<input type="checkbox"/>	
11		<input type="checkbox"/>	
12		<input type="checkbox"/>	
13		<input type="checkbox"/>	
14		<input type="checkbox"/>	

36

Your Account Stated to Date — If Error Is Found Return at Once
J. M. Printers, Inc., Joliet, Ill.

VALID 11 75

THRU 10 76

61

PHILIP A SCHAACK

3121006076 ILL
3121006076 ILL
3121006076 ILL
3121006076 ILL

Date of Charge

3.26.76

Merchandise Services 8.16

Taxes 1.45

Tip/Misc. 1.52

Total 12.03

Check or Bill No.

11138

Approval Code

11138

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America Use Only

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William Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street NW
Washington, D. C. 20463

CERTIFIED

No. 664946

MAIL

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LAW OFFICES
PEDERSEN & HOBERTSON
A PROFESSIONAL CORPORATION
FEDERAL ELECTION COMMISSION

PEER PEDERSEN
RICHARD V. HOUP
GEORGE L. PLUMB
JAMES K. STUORO
PETER O'CONNELL KELLY
THOMAS J. KELLY
SHELDON DAVIDSON
GREGORY J. PERRY
DAVID G. NEWMAN
HERBERT J. LINN
ALICE GOULD
PAUL S. ALTMAN
MATT P. GUSENER
BARRY YAVITZ
KENNETH J. GUMBINER
JAMES J. CLARKE II
THEODORE E. CORNELL III
JOHN K. LOVISON
J. DAVID SANNER
W. JEFFREY TULLY

77 JUN 27 PM 12:57

SUITE 3400
80 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601

AREA CODE 312
641-6886

PLEASE REFER TO FILE NO.

771941

June 24, 1977

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Mr. William Oldaker
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Re: MUR 404 (77)
Philip A. Schaack;
Illinois Seven-Up Bottling Co.

Dear Mr. Oldaker:

Reference is made to your letter dated June 16, 1976 and enclosure pertaining to the above-captioned matter. The aforesaid letter and enclosure was received by Mr. Philip A. Schaack, President, Illinois Seven-Up Bottling Co. on or about June 20, 1977 and first discussed with members of this firm on June 22, 1977.

On June 22, 1977, the undersigned and Mr. J. David Sanner of this firm had a telephone conversation with Mr. David Stein of your office. Because of the caption set forth in the complainant's affidavit, we asked Mr. Stein to identify those corporations, if any, that are considered respondents in this matter. Mr. Stein stated that other than Mr. Schaack, only Illinois Seven-Up Bottling Co. is considered by the Commission as a respondent.

In order to effectively respond to the allegations set forth in the complainant's affidavit, it will be necessary for us to review voluminous documents, including expense account reports, covering a significant period of time; this review will not only be directed to any existing expense reports pertaining to Mr. Schaack, but also expense reports of other employees of Illinois Seven-Up Bottling Co. who are referred to but not named in the aforesaid affidavit. In addition, we will have to interview employees of the corporation and pursue other avenues of

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PEDERSEN & HOUP

Mr. William Oldaker
Page Two

investigation in order to insure that our response fully and fairly meets the allegations made to the Commission.

It is extremely doubtful that we will be able to complete the inquiry and file a response within twenty (20) days. It is our judgment that we will be in a better position to estimate our time requirements on or about July 5, 1977. Mr. Stein has informed us that the Commission would not have any objections to a reasonable extension of time in which to respond if such a response cannot be filed on or about July 11, 1977.

It is to be noted that many of the allegations contained in the aforesaid affidavit are extremely vague and are allegedly based "on information and belief." However, there are no factual allegations setting forth the basis of said information and belief; in addition, there are no documents supporting the allegations notwithstanding the clear requirements of 11 C.F.R. Section 111.2 (b) (3) which states that a complaint shall contain "any documentation of allegations of the complaint available to the complainant." There is no allegation in the affidavit that such documentation is not available to the complainant; it is simply not attached.

It is our opinion that the Commission should require the complainant to submit such documentation, if any exists, forthwith and that such documentation should be made available to the respondents for their use and review in framing an appropriate response.

The Commission should be advised that the complainant is a former officer and director of Joyce Beverages, Inc., its subsidiaries, and affiliate. Subsequent to complainant's resignation on August 5, 1976, lawsuits have been filed by the complainant against Joyce Beverages, Inc. and two of its directors. In addition, Illinois Seven-Up Bottling Co. has filed an action against the complainant and Joyce Beverages, Inc. will file counterclaims against the complainant in connection with one of the civil actions filed by the complainant. Moreover, the complainant's sister, Jill Kasselmann, filed a stockholder's derivative action against Joyce Beverages, Inc., its officers and directors, and Chicago Seven-Up Bottling Co. This stockholder's derivative action was dismissed by the United States District Court on May 31, 1977; no amended complaint or notice of appeal has of this date been filed.

We are confident that the Commission shares our concern that the matters set forth in our response should not be made available to or used by the complainant or his attorneys to foster or advance the above described civil actions or any future litigation.

PEDERSEN & HOUPPT

Mr. William Oldaker
Page Three

Finally, please be advised that the firm of Pedersen & Houpt and Mr. William J. Collier, Jr., General Counsel of Joyce Beverages, Inc. and Illinois Seven-Up will represent Mr. Schaack and Illinois Seven-Up in this matter. Correspondence relating to this matter should be directed to the undersigned, J. David Sanner and Matt P. Cushner of this firm and to Mr. William J. Collier, Jr., General Counsel, Joyce Beverages, Inc., Joyce Road, New Rochelle, New York 10802.

Sincerely,

Sheldon Davidson

SD:vlt

cc: Mr. David Stein
Mr. J. David Sanner
Mr. Matt P. Cushner
Mr. William J. Collier, Jr.
Mr. Philip A. Schaack

78040042728

PEDERSEN & HOUP

SUITE 3400

180 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601

JUN 27 PM 12:51

Mr. William Oldaker
General Counsel
Federal Elections Commission
1325 K Street, N.W.
Washington, D.C. 20463



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 16, 1977

Mr. John M. Joyce
Chairman of the Board
Illinois Seven-Up Bottling Co.
777 Joyce Road
Joliet, Illinois 60434

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Re: MUR 404 (77)

Dear Mr. Joyce:

This letter is being sent to you in your capacity as Board Chairman of the Illinois Seven-Up Bottling Co. ("Illinois") for the purpose of informing you that the Federal Election Commission ("the Commission") has received a sworn complaint which has been numbered MUR 404 (77) alleging that Illinois has violated certain provisions of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. 431 et seq.

More specifically, the complaint alleges that Illinois made in-kind and cash contributions to the candidacy of Congressman George O'Brien during the 1974 and 1976 elections, in violation of 2 U.S.C. 441(b) and that Illinois participated in the giving of contributions in the name of another, in violation of 2 U.S.C. 441(f). We have enclosed for your examination a copy of the complaint.

Furthermore, please be advised that pursuant to 2 U.S.C. 437g(a)(4), the Commission must afford Illinois an opportunity to demonstrate that no action should be taken by the Commission with respect to this matter. Therefore, please forward any legal or factual material you may deem relevant to this case within twenty days of receipt of this letter.

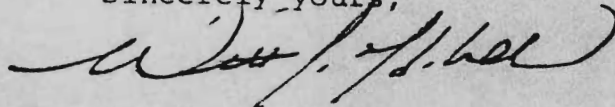


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In accordance with 2 U.S.C. 437g(a)(3)(B), this matter will remain confidential unless you indicate in writing to the Commission that you wish it to be made public.

If you have any questions, please do not hesitate to contact David Stein, the attorney assigned to this case, at 202-523-4175.

Sincerely yours,



William Oldaker
General Counsel

Enclosure

28040012731

CC MNR 404

1. The following service is requested (check one):

☒ Show to whom and date delivered..... 15¢

☒ Show to whom, date, & address of delivery.. 35¢

☐ RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢

☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ASSIGNED TO:
Mr. John M. Joyce

3. ARTICLE DESCRIPTION:
REGISTERED NO. 943871 CERTIFIED NO. INSURED NO.

(Always attach signature of addressee or agent)

I have received the article described above.
SIGNATURE ☒ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

5. ADDRESS (Complete only)

6. UNABLE TO DELIVER BECAUSE

CLERK'S INITIALS

U.S. POSTAL SERVICE



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 16, 1977

Mr. Phillip Schaack
President
Illinois Seven-Up Bottling Co.
777 Joyce Road
Joliet, Illinois 60434

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Re: MUR 404 (77)

Dear Mr. Schaack:

This letter is to inform you that the Federal Election Commission ("the Commission") has received a sworn complaint, which has been numbered MUR 404 (77) alleging that you, as the president of the Illinois Seven-Up Bottling Co., ("Illinois") directed and participated in acts constituting violations of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. 431 et seq.

More specifically, the complaint alleges that Illinois, at your direction, made in-kind and cash contributions to the candidacy of Congressman George O'Brien during the 1974 and 1976 elections, in violation of 2 U.S.C. 441(b) and the giving of contributions in the name of another, in violation of 2 U.S.C. 441(e). We have enclosed, for your examination, a copy of the complaint.

Furthermore, please be advised that pursuant to 2 U.S.C. 437g(a)(4), the Commission must afford you an opportunity to demonstrate that no action should be taken by the Commission with respect to this matter. Therefore, please forward any legal or factual material you may deem relevant to this case within twenty days of receipt of this letter.

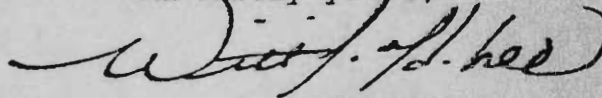


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In accordance with 2 U.S.C. 437g(a)(3)(B), this matter will remain confidential unless you indicate, in writing to the Commission, that you wish it to be made public.

If you, or your counsel, have any questions; please do not hesitate to contact David Stein, the attorney assigned to this case, at 202-523-4175.

Sincerely yours,



William Oldaker
General Counsel

78040042733

CC MUR 404

1. The following service is requested (check one).
☐ Show to whom and date delivered..... 15¢
☐ Show to whom, date, & address of delivery.. 35¢
☐ RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Mr. Phillip Schaack

3. ARTICLE DESCRIPTION:
REGISTERED NO. 943372 CERTIFIED NO. INSURED NO.

(Always attach description of address or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
David A. Stein

4. DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE

CLERK'S INITIALS

★



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 16, 1977

William Joyce, Jr.
314 Rollingwood
Joliet, Illinois 60435

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Re: MUR 404 (77)

Dear Mr. Joyce:

This letter is to notify you that the Federal Election Commission is in receipt of your complaint dated May 9, 1977, which we have numbered MUR 404 (77).

In order to expedite the Commission's inquiry into this case we would appreciate your prompt response to the following requests for further information.

(a) Please set forth the names and occupations of those officers or employees of the Illinois Seven-Up Bottling Co., who, to the best of your knowledge made contributions to the George O'Brien Congressional campaign (in 1974 and 1976) and who were subsequently reimbursed by the company.

Set forth, if possible, pertinent dates and amounts contributed.

(b) Set forth the dates and amounts contributed by you, personally, to the O'Brien candidacy, and the subsequent company reimbursement.

(c) Set forth the names and present places of occupation of those secretaries who were instructed to work on mailings for the O'Brien campaign (in 1974 and 1976) at the company's expense.

(d) Set forth the dates and places relevant to the celebration parties arranged by Mr. Schaack in 1974 and 1976. Include the cost to the corporation in sponsoring these affairs.



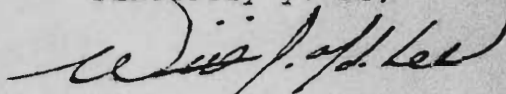
78040042731

In your response to the above, please include, if possible, any documentary evidence you may have access to and any other factual or legal material you deem relevant to this case.

Please be aware that 2 U.S.C. 437g(a) (3) (B) requires that this matter remain confidential until such time as the respondents may choose to make it public.

If you have any questions please contact David Stein, the attorney handling this matter, at 202-523-4175.

Sincerely yours,



William Oldaker
General Counsel

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66 MUR 404

1. The following service is requested (check one).

☐ Show to whom and date delivered..... 15¢

☒ Show to whom, date, & address of delivery... 35¢

☐ RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢

☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ASSIGNED TO:

William Joyce, Jr.

3. ARTICLE DESCRIPTION

REGISTERED NO. 913375 INSURED NO.

(Change article description of address or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

Jamie Joyce

4. DATE OF DELIVERY

JUN 20 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

POSTMARK JUN 20 1977

★ GSA GEN. REG. NO. 27



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON D.C. 20463

June 16, 1977

Donald E. Egan, Esq.
Katten, Muchin, Gittles, Zarvis,
Pearl and Galler
4100 Mid-Continental Plaza
55 East Monroe Street
Chicago, Illinois 60603

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Re: MUR 404 (77)

Dear Mr. Egan:

The Federal Election Commission acknowledges receipt of Mr. Joyce's complaint, dated May 9, 1977. We have numbered the matter MUR 404 (77).

Enclosed please find a copy of our letter to your client, dated June 16, 1977.

If you have any questions relative to this matter, please contact David Stein, the attorney handling this case, at 202-523-4175.

Sincerely yours

William Oldaker
General Counsel

Enclosure

780400042736



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CC MHR 404

PS Form 3811, May 1976

● **SENDER:** Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).

☐ Show to whom and date delivered..... 15¢

☒ Show to whom, date, & address of delivery.. 35¢

☐ RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢

☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. **ARTICLE ADDRESSED TO:**

Donald E. Egan, Esq.

3. **ARTICLE DESCRIPTION:**

REGISTERED NO. CERTIFIED NO. INSURED NO.

943374

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☒ Authorized agent

4. DATE OF DELIVERY POSTMARK

JUN 20 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1974

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

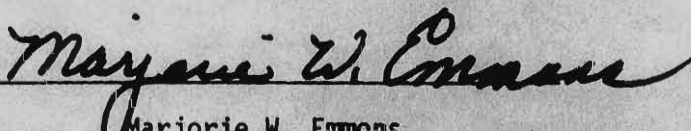
Joyce Beverages, Inc./ Illinois 7-Up)
Co./ Phillip Schaack, and)
Congressman George O'Brien)

MUR 404 (77)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on June 9, 1977, the Commission determined by a vote of 4-0 to find reason to believe that 2 U.S.C. 441(b) and 441(f) have been violated by JBI/Illinois Corporation and Mr. Peter Schaack in the above-captioned matter.

Voting for this finding were Commissioners Aikens, Harris, Staebler, and Thomson; Commissioners Springer and Tiernan were not present at the time of the vote.


Marjorie W. Emmons
Secretary to the Commission

78040012733



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 6, 1977

MEMORANDUM TO: CHARLES STEELE
FROM: MARJORIE W. EMMONS *MWE*
SUBJECT: OBJECTIONS - MUR 397 (77), and MUR 404 (77)

The above-mentioned MURs were transmitted to the Commissioners on June 3, 1977 at 12:15.

Commissioner Aikens has submitted an objection to MUR 397 (77).

MUR 404 (77) has been objected to by Commissioners Aikens and Tiernan.

Both MUR 397 (77) and MUR 404 (77) have been placed on the Compliance Agenda for June 9, 1977.

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

June 3, 1977

MEMORANDUM TO: Marge Emmons

FROM: Charles N. Steele *CNS*

SUBJECT: MUR 404 (77)

Would you please distribute the attached to the
Commission on a 24 hour no-objection basis.

Attachment

FEDERAL ELECTION COMMISSION
OFFICE FILE COPY
OFFICE OF GENERAL COUNSEL



78040012740

DATE AND TIME OF TRANSMITTAL: _____

NO. MUR 404 (77)

REC'D: _____

FEDERAL ELECTION COMMISSION
Washington, D. C.

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Complainant's Name: William J. Joyce, Jr.

Respondent's Name: Joyce Beverages Inc./Illinois 7-UP Co./Phillip Schaak/
Congressman George O'Brien

Relevant Statute: 2 U.S.C. §441(b), 441(f)

External Reports Checked: Campaign reports of Congressman O'Brien

Internal Agencies Checked: None

SUMMARY OF ALLEGATION

The Illinois Seven-Up Bottling Co. ("Illinois") is a wholly owned subsidiary of Joyce Beverages, Inc. ("JBI"). The complainant, a present shareholder and former director of JBI, and a former executive vice-president of Illinois, alleges that Illinois has, through its President, Phillip Schaak, illegally contributed to the 1972, 1974, and 1976 campaign of Congressman George O'Brien

PRELIMINARY LEGAL ANALYSIS

Continued

The allegations described above present potentially serious violations of 2 U.S.C. 441(b) on the part of JBI/Illinois and Mr. Schaak, in that the corporation by and through its president, may have made in-kind contributions to a federal candidate by permitting its president and certain of its employees to render services to the O'Brien campaign at the expense of the corporation.

Continued

RECOMMENDATION

A finding of reason to believe that 2 U.S.C. 441(b) and 441(f)

78040042742

SUMMARY OF ALLEGATIONS

who represents the 17th C.D. of Illinois. Mr. Joyce specifically alleges, among other things, that Mr. Schaack was and is O'Brien's campaign manager; that Schaack worked full time for two months on behalf of O'Brien's campaign during each election year, while continuing to receive his full salary from Illinois; that Schaack made trips to Washington, D.C. in connection with O'Brien's candidacy, the costs for which were ultimately assumed by Illinois; that Schaack directed office workers employed by Illinois, to work exclusively on O'Brien's campaign mailings during the normal work day; that Illinois assumed the costs of parties celebrating O'Brien's election victory by reimbursing Schaack; and most importantly that Schaack directed, during the 1972 and 1976 elections, a scheme in which employees and officers of Illinois made cash contributions to O'Brien's candidacy and were subsequently reimbursed by Illinois, by padding the contributor's expense account.

PRELIMINARY LEGAL ANALYSIS

Also, the corporation, through its president may have made indirect cash contributions to a federal candidate, by reimbursing certain of its employees and officers who had contributed directly to O'Brien's candidacy.

Also, the complaint suggests violations of 2 U.S.C. §441(f), on the part of JBI/Illinois and Phillip Schaack in

that contributions, made in the names of corporate officers and employees, were in fact, made by the corporation.

It should be noted that those presently unknown employees or officers of the corporation who may have participated in the contribution reimbursement scheme and whose identities become known to the Commission as this case progresses, could also be in violation of 2 U.S.C. 441(f), and 441(b), depending upon their position in the corporation.

78040012743
The complainant fails to specifically allege whether Congressman O'Brien knew, or should have known, that his campaign may have been the recipient of illegal corporate contributions, or that contributions to his candidacy may have been made in the name of another. However, it is stated in the complaint, that Mr. Schaack is a personal friend of the candidate and serves as the candidate's campaign manager. Records filed with the Commission indicate that Schaack is also the chairman of O'Brien's principal campaign committee. Because of the very close connection between O'Brien and Schaack it seems likely that the candidate knew, or should have known, of Schaack's efforts on behalf of the campaign and it is for this reason that we feel that the complaint validly suggests violations of 2 U.S.C. 441(b) and (f) by Congressman O'Brien.

The complainant has named, as a participant in these transactions, Mr. Sidney Mudd, who is a director of JBI/

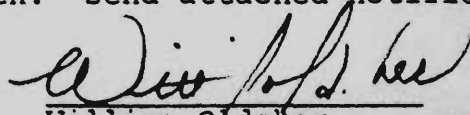
78040012741

Illinois. Mr. Mudd is alleged to have urged Mr. Schaack to take advantage of the latter's personal friendship with Congressman O'Brien for the benefit of the corporation and the softdrink industry in general. (In this regard, the complainant indicates that Mr. Mudd is active in the efforts of the National Softdrink Association, which lobbies in Congress on behalf of the softdrink industry). The complaint, however, fails to allege any direct or specific involvement on the part of Mr. Mudd which would constitute a violation of the Act at this time. Similarly, six other directors of JBI/Illinois are named in the complaint, but are not specifically implicated in the suspect transactions at this time.

Although these allegations are not substantiated either by the complainant or by an independent review of Congressman O'Brien's reports, the complainant's very close relationship with the corporation and with those corporate officials implicated, and the authoritative nature of the complaint, (in which the complaint admits his own participation in the illegal reimbursement scheme) tends to indicate that the allegations do have some basis in fact.

RECOMMENDATIONS

has been violated by the JBI/Illinois Corporation, Mr. Peter Schaack, and Congressman O'Brien. Send attached notification.


William Oldaker

DATE: 6/2/77



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Mr. John M. Joyce
Chairman of the Board
Illinois Seven-Up Bottling Co.
777 Joyce Rd.
Joliet, Illinois 60434

Re: MUR 404 (77)

Dear Mr. Joyce:

This letter is being sent to you in your capacity as Board Chairman of the Illinois Seven-Up Bottling Co. ("Illinois") for the purpose of informing you that the Federal Election Commission ("the Commission") has received a sworn complaint which has been numbered MUR 404 (77) alleging that Illinois has violated certain provisions of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et. seq.

More specifically, the complaint alleges that Illinois made in-kind and cash contributions to the candidacy of Congressman George O'Brien during the 1974 and 1976 elections, in violation of 2 U.S.C. 441(b) and that Illinois participated in the giving of contributions in the name of another, in violation of 2 U.S.C. 441(f). We have enclosed for your examination a copy of the complaint.

Furthermore, please be advised that the Commission has, after reviewing the complaint, determined that there is reason to believe that Illinois has violated 2 U.S.C. 441(b) and 441(f). Pursuant to 2 U.S.C. 437g(a)(4), the Commission wishes to afford Illinois an opportunity to demonstrate that no action should be taken by the Commission with respect to this matter. Therefore, please forward to the Commission any legal or factual material you may deem relevant to this case within twenty days of receipt of this letter.





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Mr. John M. Joyce
Chairman of the Board
Illinois Seven-Up Bottling Co.
777 Joyce Rd.
Joliet, Illinois 60434

Re: MUR 404 (77)

Dear Mr. Joyce:

This letter is being sent to you in your capacity as Board Chairman of the Illinois Seven-Up Bottling Co. ("Illinois") for the purpose of informing you that the Federal Election Commission ("the Commission") has received a sworn complaint which has been numbered MUR 404 (77) alleging that Illinois has violated certain provisions of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. §431 et. seq.

More specifically, the complaint alleges that Illinois made in-kind and cash contributions to the candidacy of Congressman George O'Brien during the 1974 and 1976 elections, in violation of 2 U.S.C. 441(b) and that Illinois participated in the giving of contributions in the name of another, in violation of 2 U.S.C. 441(f). We have enclosed for your examination a copy of the complaint.

Furthermore, please be advised that the Commission has, after reviewing the complaint, determined that there is reason to believe that Illinois has violated 2 U.S.C. 441(b) and 441(f). Pursuant to 2 U.S.C. 437g(a)(4), the Commission wishes to afford Illinois an opportunity to demonstrate that no action should be taken by the Commission with respect to this matter. Therefore, please forward to the Commission any legal or factual material you may deem relevant to this case within twenty days of receipt of this letter.



In accordance with 2 U.S.C. 437g(a)(3)(B), this matter will remain confidential unless you indicate in writing to the Commission, that you wish it to be made public.

If you have any questions, please do not hesitate to contact David Stein, the attorney assigned to this case at (202/523-4157).

Sincerely yours,

William Oldaker
General Counsel

78040012747



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Mr. Phillip Schaack
President
Illinois Seven-Up Bottling Co.
777 Joyce Road
Joliet, Illinois 60434

Re: MUR 404 (77)

Dear Mr. Schaack:

This letter is to inform you that the Federal Election Commission ("the Commission") has received a sworn complaint, which has been numbered MUR 404 (77) alleging that you, as the president of the Illinois Seven-Up Bottling Co., ("Illinois") directed and participated in acts constituting violations of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. 431 et. seq.

More specifically, the complaint alleges that Illinois, at your direction, made in-kind and cash contributions to the candidacy of Congressman George O'Brien during the 1974 and 1976 elections, in violation of 2 U.S.C. 441(b) and the giving of contributions in the name of another, in violation of 2 U.S.C. 441(f). We have enclosed, for your examination a copy of the complaint.

Furthermore, please be advised that the Commission has after reviewing the complaint, determined that there is reason to believe that you have violated 2 U.S.C. 441(b) and 441(f). Pursuant to 2 U.S.C. 437g(a)(4), the Commission wishes to afford you an opportunity to demonstrate that no action should be taken by the Commission with respect to this matter. Therefore, please forward any legal or factual material you may deem relevant to this case within twenty days of receipt of this letter.

In accordance with 2 U.S.C. 437g(a)(3)(B), this matter will remain confidential unless you indicate, in writing to the Commission, that you wish it to be made public.

If you, or your counsel, have any questions, please do not



hesitate to contact David Stein, the attorney assigned to this case at (202/523-4175).

Sincerely yours,

William Oldaker
General Counsel

Enclosure

78040012749



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

William Joyce, Jr.
314 Rollingwood
Joliet, Illinois 60435

Re: MUR 404 (77)

Dear Mr. Joyce:

This letter is to notify you that the Commission is in receipt of your complaint dated May 9, 1977 which we have numbered MUR 404 (77).

Please be advised that the Commission, after reviewing your complaint, has found reason to believe that the Illinois Seven-Up Bottling Co., Mr. Phillip Schaack, and Congressman George O'Brien have violated the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. 431 et. seq., 441(b), 441(f). All three respondents have been notified of the pendency of this matter and have received copies of your complaint.

In order to expedite the Commission's inquiry into this case we would appreciate your prompt response to the following requests for further information.

(a) Please set forth the names and occupations of those officers or employees of the Illinois Seven-Up Bottling Co., who, to the best of your knowledge made contributions to the George O'Brien Congressional campaign (in 1974 and 1976) and who were subsequently reimbursed by the company.

Set forth, if possible, pertinent dates and amounts contributed.

(b) Set forth the dates and amounts contributed by you, personally, to the O'Brien candidacy, and the subsequent company reimbursement.

(c) Set forth the names and present places of occupation of those secretaries who were instructed to work on



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mailings for the O'Brien campaign (in 1974 and 1976) at the company's expense.

(d) Set forth the dates and places relevant to the celebration parties arranged by Mr. Schaack in 1974 and 1976.

In your response to the above, please include, if possible, any documentary evidence you may have access to and any other factual or legal material you deem relevant to this case.

Please be aware that 2 U.S.C. 437g(a)(3)(B) requires that this matter remain confidential until such time as the respondents may choose to make it public.

If you have any questions please contact David Stein, the attorney handling this matter, at 202/523-4175.

Sincerely yours,

William Oldaker
General Counsel

78040012751



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Donald E. Egan, Esq.
Katten, Muchin, Gittles, Zarvis,
Pearl and Galler
4100 Mid-Continental Plaza
55 East Monroe St.
Chicago, Illinois 60603

Re: MUR 404 (77)

Dear Mr. Egan:

The Federal Election Commission acknowledges receipt of Mr. Joyce's complaint, dated May 9, 1977. We have numbered the matter MUR 404 (77).

Enclosed please find a copy of our letter to your client, dated

If you have any questions relative to this matter, please contact David Stein, the attorney handling this case, at 202/523-4175.

Sincerely yours,

William Oldaker
General Counsel





FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

Honorable George M. O'Brien
House of Representatives
Washington, D.C. 20515

RE: MUR 404 (77)

Dear Congressman O'Brien:

This letter is to inform you that the Federal Election Commission ("the Commission") has received a sworn complaint, which has been numbered MUR 404 (77) alleging that you have violated certain provisions of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. 431 et. seq.

More specifically, the complaint alleges that you, as a candidate for federal office, received in-kind and cash contributions from the Illinois Seven-Up Bottling Co., a corporation during the 1974 and 1976 elections, in violation of 2 U.S.C. 441(b), and that these contributions were given to your campaign in the name of another, in violation of 2 U.S.C. 441(f). We have enclosed, for your examination, a copy of the complaint.

Furthermore, please be advised that the Commission has, after reviewing the complaint, determined that there is reason to believe that you have violated 2 U.S.C. 441(b) and 441(f). Pursuant to 2 U.S.C. 437g(a)(4), the Commission wishes to afford you an opportunity to demonstrate that no action should be taken by the Commission with respect to this matter. Therefore, please forward any legal or factual material you may deem relevant to this case within twenty days of receipt of this letter.

In accordance with 2 U.S.C. 437g(a)(3)(B), this matter will remain confidential unless you indicate in writing to the Commission, that you wish it to be made public.



- 2 -

If you, or your counsel, have any questions, please do not hesitate to contact David Stein, the attorney assigned to this case at 202/523-4175.

Sincerely yours,

William Oldaker
General Counsel

78040012754

500# 598

LAW OFFICES

KATTEN, MUCHIN, GITLES, ZAVIS, PEARL & GALLER

4100 MID-CONTINENTAL PLAZA 55 EAST MONROE STREET

CHICAGO, ILLINOIS 60603

(312) 346-7400

GERALD A. GITLES
MELVIN E. PEARL
ALLAN B. MUCHIN
LESLIE SANFORD
GERALD M. PIENNER
RICHARD W. WALLER
BERNARD M. LUBELCHER
STEPHEN M. NEUMER
RONALD M. DE KOVEN
STEVEN A. LAMPERT
ALAN S. FINGER
MICHAEL A. REITER
JEFFREY K. WOHLSTADTER

GERALD H. GALLER
MICHAEL WM. ZAVIS
MELVIN L. KATTEN
DONALD E. EGAN
ALAN S. GRATCH
ROBERT L. BROOKS
MICHAEL E. C. MOSS
VICTOR H. BEZMAN
HOWARD M. RICHARD
GARRY LAKIN
ALAN M. BERRY
JAMES C. MURRAY, JR.

771709

JUN 6 AM 10:34

DAVID ALTMAN
HOWARD A. WEISS
JERRY M. REINSOORF
HOWARD C. PIZER
OF COUNSEL

CABLE - "ATLAW"

June 2, 1977

SHELDON I. BANOFF
DAVID A. BRONNER
AVERY DELOTT
STUART E. DRISS
DAVID J. HOCKMAN
BARRY LEVINSKY
NORMAN S. LYNN
NANCY A. PACHER
THOMAS J. PRITZKER
WILLIAM J. SHERIDAN, JR.
ROBERT Y. SPERLING
LEE ANN WATSON
THOMAS R. WECHTER

PETER H. BARROW
ROBERT S. CONNORS
MURRAY LEE GORDON
LEE HARRIS
GARY B. LAWSON
IRVING B. LEVINSON
FLOYD A. MANDELL
DANIEL M. PELLICIONI
VINCENT A. F. SERGI
MICHAEL C. SHINDLER
BENTON C. STRAUSS
HAROLD G. WEINBERG
JACK H. WESOKY

David Stein, Esq.
Office of General Counsel
Compliance Division
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

FEDERAL ELECTION COMMISSION
OFFICIAL FILE COPY
OFFICE OF GENERAL COUNSEL

Re: In the Matter of Joyce Beverages, Inc., et al.

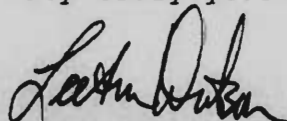
Dear Mr. Stein:

This is to confirm our telephone conversation of Thursday, June 2, 1977. Inadvertently the Complaint filed with the Federal Election Commission by our client, William J. Joyce, Jr., listed the incorrect addresses of two of Joyce Beverages, Inc.'s subsidiaries. The correct addresses of the Chicago and Illinois subsidiaries are as follows:

- (a) Chicago Seven-Up Bottling Co. ("Chicago"), an Illinois corporation with its principal executive offices located at 4544 West Carroll Street, Chicago, Illinois 60624;
- (b) Illinois Seven-Up Bottling Co. ("Illinois"), an Illinois corporation with its principal executive offices located at 777 Joyce Road, Joliet, Illinois 60434.

I hope this error has not caused any inconvenience.

Very truly yours,



LAW/sv

Lee Ann Watson

cc: William J. Joyce, Jr.

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LAW OFFICES
KATTEN, MUCHIN, GITLES, ZAVIS, PEARL & GALLER
4100 MID-CONTINENTAL PLAZA 55 EAST MONROE STREET
CHICAGO, ILLINOIS 60603



USE
RETURN
ADDRESS

'77 JUN 6 AM 10:14

David Stein, Esq.
Office of the General Counsel
Compliance Division
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

KATTEN, MUCHIN, GITLES, ZAVIS, PEARL & GALLER

4100 MID-CONTINENTAL PLAZA 55 EAST MONROE STREET
CHICAGO, ILLINOIS 60603

(312) 346-7400

MAY 17 AM 10:51

DAVID ALTMAN
HOWARD A. WEISS
JERRY M. REINSDORF
HOWARD C. PIZER
OF COUNSEL

771534

CABLE — "ATLAW"

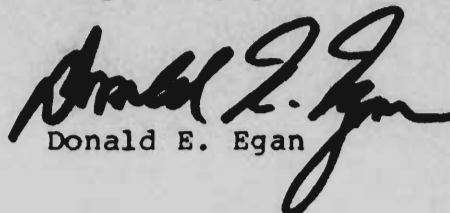
May 12, 1977

GERALD A. GITLES
MELVIN E. PEARL
ALLAN B. MUCHIN
LESLIE SANFORD
GERALD M. PENNER
RICHARD W. WALLER
BERNARD M. LUBELCHEK
STEPHEN M. NEUMER
RONALD M. DE KOVEN
STEVEN A. LAMPERT
ALAN S. FINGER
MICHAEL A. REITER
JEFFREY K. WOHLSTADTERGERALD H. GALLER
MICHAEL WM. ZAVIS
MELVIN L. KATTEN
DONALD E. EGAN
ALAN S. GRATCH
ROBERT L. BROOKS
MICHAEL E. C. MOSS
VICTOR H. BEZMAN
HOWARD M. RICHARD
GARRY LAKIN
ALAN M. BERRY
JAMES C. MURRAY, JR.SHELDON I. BANOFF
DAVID A. BRONNER
AVERY DELOTT
STUART E. GRASS
DAVID J. HOCHMAN
BARRY LEVINSKY
NORMAN S. LYNN
NANCY A. PACHER
THOMAS J. PRITZKER
WILLIAM J. SHERIDAN, JR.
BENTON C. STRAUSS
HAROLD G. WEINBERGPETER H. BARROW
ROBERT S. CONNORS
MURRAY LEE GORDON
LEE HARRIS
GARY E. LAWSON
IRVING B. LEVINSON
FLOYD A. MANDELL
DANIEL M. PELLICIONI
VINCENT A. F. SERGI
MICHAEL C. SHINDLER
LEE ANN WATSON
JACK M. WESOKYOffice of General Counsel
Compliance Division
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

Gentlemen:

Enclosed please find a Complaint that our client,
William J. Joyce, Jr. is filing with the Federal Election
Commission pursuant to the Federal Election Campaign Act.

Very truly yours,


Donald E. EganDEE/sv
encl

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RECEIVED
FEDERAL ELECTION
COMMISSION

77 MAY 17 AM 10:52

BEFORE THE FEDERAL ELECTION COMMISSION

In The Matter Of)
)
Joyce Beverages, Inc., a)
corporation; Chicago Seven-Up)
Bottling Co., a corporation;)
Illinois Seven-Up Bottling Co.,)
a corporation; Madison Seven-Up)
Bottling Co., a corporation;)
and New York Seven-Up Bottling)
Co., a corporation.)

COMPLAINT

This Complaint is being filed with the Federal Election Commission, pursuant to the Federal Election Campaign Act, Pub. L. 92-225, 86 Stat. 11, as amended, (codified at 2 U.S.C.A. §431 et. seq.) and by the Federal Election Campaign Act Amendments of 1976, Pub. L. 94-283, 90 Stat. 475 (May 11, 1976) and the Rules promulgated thereunder, as published in 41 Fed. Reg. No. 166, August 25, 1976, §11.2, Part III.

COMPLAINANT

William J. Joyce, Jr.
314 Rollingwood
Joliet, Illinois 60435
Telephone: (815)729-9777 (home)
(312)959-4600 (office)

INVOLVED PARTIES

1. Joyce Beverages, Inc. ("JBI") is a Delaware corporation with its executive offices located at Joyce Road, New Rochelle,

New York 10080. JBI is engaged, through wholly-owned operating subsidiaries, in the bottling and distribution of the following branded soft drinks: Seven-Up, Diet Seven-Up, Dr. Pepper, Sugar Free Dr. Pepper, Royal Crown Cola, Diet-Rite Cola, Nehi, Orange Crush, Hires, Squirt, Dad's Tru-Ade, Frostie, Brownie, Howdy, and Nestea. These subsidiaries are as follows:

- (a) Chicago Seven-Up Bottling Co., ("Chicago"), an Illinois corporation with its principal executive offices located at 777 Joyce Road, Joliet, Illinois 60434;
- (b) Illinois Seven-Up Bottling Co. ("Illinois"), an Illinois corporation with its principal executive offices located at 4544 West Carroll Street, Chicago, Illinois 60624;
- (c) Madison Seven-Up Bottling Co. ("Madison"), an Illinois corporation with its principal executive offices located at 5105 University Avenue, Madison, Wisconsin 53705; and
- (d) New York Seven-Up Bottling Co. ("New York"), an Illinois corporation, with its principal executive offices located at Joyce Road, New Rochelle, New York 10802.

2. Complainant is a present shareholder of JBI. Complainant was the Executive Vice President of Illinois and a Director of JBI until August 5, 1976, when he resigned in the face of accu-

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sations of improper conduct which is presently the subject of civil litigation between Complainant, JBI, and other individual parties.

3. John M. Joyce is Chairman of the Board of Directors of JBI.

4. Philip A. Schaack is President of Illinois and has been since at least 1972.

5. Joyn M. Joyce, John M. Joyce III, William J. Collier, Jr., R.J. Pritchard, Sidney P. Mudd, Philip A. Schaack, James T. Norris, and Thomas P. Joyce are directors of JBI and of each operating company.

6. George M. O'Brien is a member of the United States House of Representatives, representing the Seventeenth District of Illinois. O'Brien was first elected in 1972, and was reelected in 1974 and 1976.

ACTS CONSTITUTING VIOLATIONS OF
THE FEDERAL ELECTION CAMPAIGN ACT

Complainant believes that Section 441(b) of the Federal Election Campaign Act, which prohibits corporate contributions or expenditures in connection with any federal election, has been violated as a result of the following acts:

1. Sidney P. Mudd has been actively involved in the National Softdrink Association ("Association"), the nation's largest association of softdrink manufacturers, since at least 1972, when he served as First Vice President. He was elected as the Association's President in 1974 and served in that capacity until 1976.

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On information and belief, beginning in 1972, the Association undertook as one of its major goals, a drive to combat certain legislation and agency activities that were unfavorable to the softdrink industry; including state legislation and proposed federal legislation to tax or generally outlaw nonreturnable bottles, and attempts by the Federal Trade Commission to abolish franchising in the softdrink industry. On information and belief, beginning in 1972, one of Mudd's duties was to direct the Association's attempt to establish "friends" in the United States Congress and to convince and persuade members of Congress to adopt the Association's position on certain legislative proposals. On information and belief, Mudd encouraged individuals throughout the country, including particularly responsible executives of Chicago, Illinois, Madison and New York to establish such contacts with elected federal officials.

2. On information and belief, Mudd urged Philip Schaack, as President of Illinois, to establish such contacts with George M. O'Brien, a personal friend of Schaack's, who was a candidate for a position in the United States House of Representatives from the Seventeenth District of Illinois.

3. Philip Schaack, while maintaining his job as President of Illinois, became O'Brien's election campaign manager in 1972, and reassumed that role during O'Brien's subsequent re-election campaigns in 1974 and 1976. During each election year, Schaack spent approximately two months devoted solely to his duties as

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O'Brien's campaign manager. Schaack continued to receive his full salary from Illinois during the periods in which he was working on O'Brien's campaigns. Schaack also made numerous trips to Washington, D.C. each year and on information and belief continues to do so. On information and belief, Illinois reimbursed and still does reimburse Schaack for the expenses of the Washington, D.C. trips, which Schaack lists on his monthly expense accounts as relating to JBI's Washington, D.C.'s bottling plant. On information and belief, Schaack's duties as Illinois' president are not related to the Washington, D.C. bottling plant and his trips are not connected with Illinois, but rather with his role as O'Brien's campaign manager and his role in the Association's drive to combat legislation unfavorable to the soft drink industry.

4. During the 1972 campaign, O'Brien's postal expenses for his campaign mailings were paid by Illinois.

5. For several weeks during the fall of 1972, 1974, and 1976, secretaries employed by Illinois worked exclusively on O'Brien's campaign mailings. The secretaries were instructed to work on O'Brien's mailings at Philip Schaack's directions. Illinois continued to pay these secretaries their full salary even though they were not performing their normal duties for Illinois. Illinois was not reimbursed by O'Brien for this secretarial service that it provided O'Brien.

6. In 1972, 1974, and 1976, victory celebration parties were given in honor of O'Brien. Illinois paid the bills for the 1972 celebration, amounting to approximately \$1,500.00. On information and belief, Illinois also paid the expenses of the 1974 and 1976 celebration parties by reimbursing Schaack through his Illinois expense account although Schaack initially paid the bills himself.

7. From time to time, since 1972, Philip Schaack directed certain employees of Illinois, including the Complainant, to contribute cash to O'Brien's campaign in varying amounts, from fifty to one hundred dollars. Schaack collected the money personally and instructed the employees to list an amount equivalent to the cash contribution on their monthly expense account in order to be fully reimbursed by Illinois. Beginning in 1976, Schaack directed the officers of Illinois, including the Complainant, to make a routine monthly contribution of twenty dollars in cash to aid O'Brien. Schaack also instructed the employees to simultaneously add twenty dollars to their monthly expense accounts so that they would be fully reimbursed by Illinois. None of the aforementioned reimbursements by Illinois, which were accounted for as legitimate corporate expenses, were ever reported or disclosed as being political contributions for O'Brien at any stockholders' or directors' meetings of either Illinois or JBI. William J. Joyce, Sr., although a member of the Board of Directors of both JBI and Illinois,

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was unaware that services and reimbursements by Illinois were helping to fund O'Brien's campaigns until the summer of 1976.

8. On information and belief, the amounts referred to in Paragraphs 7 and 8 were deducted each year by JBI as business expenses on its Federal Income Tax Return.

9. On information and belief, acts and events similar to those listed above may have taken place in the other JBI wholly-owned subsidiaries. All of the subsidiaries operate under Seven-Up franchises and manufacture nonreturnable bottles; thus the Association's objectives in the drive that Sidney Mudd was spearheading were common to all of the subsidiaries. Moreover, Mudd was a director of each operating subsidiary as well as JBI. Complainant, however, has personal knowledge only with respect to the acts that took place at Illinois.

10. On information and belief, the Illinois payroll records, corporate officer expense accounts, advertising documents and other records will reveal that:

- (a) Philip Schaack's expense account is the highest of any JBI or Illinois officer or director, despite the fact that his function does not include customer entertainment;
- (b) The bills for the 1972 victory celebration honoring O'Brien's election were paid by Illinois;
- (c) Philip Schaack's monthly reimbursement was exceptionally high in the few months following the

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1974 and 1976 election in order to pay the bills of the victory parties for O'Brien;

- (d) Philip Schaack's frequent trips to Washington, D.C. are reimbursed by Illinois;
- (e) Philip Schaack received his full salary from Illinois in 1972, 1974, and 1976; and
- (f) Illinois' postage expenses were extremely high in the fall of 1972 due to the cost of O'Brien's campaign mailing.

11. On information and belief, the records of the other JBI subsidiaries may reveal that victory celebrations for other political candidates were paid for by the subsidiaries, that similar methods of padding monthly expense accounts were used to help support political candidates, or that other methods were utilized to permit illegal corporate contributions to political candidates.

12. The foregoing Complaint is not being filed on behalf of, or at the request or suggestion of a candidate, or on behalf of or at the request or suggestion of any other person.

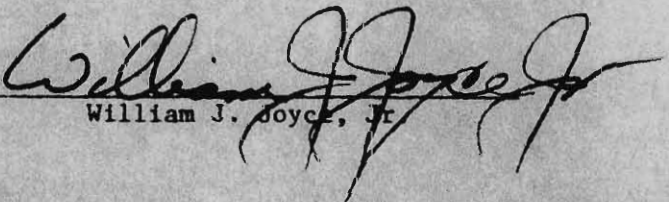
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STATE OF ILLINOIS)
COUNTY OF WILL)


VERIFICATION

William J. Joyce, Jr., being duly sworn, states as follows:

The statements made in the foregoing Complaint are to the best of my knowledge and belief, true, and, unless stated to be upon information and belief, are within my personal knowledge.


William J. Joyce, Jr.

Subscribed and sworn to before
me this 9th day of May, 1977.


Notary Public

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CHICAGO
MAY 12 1977
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RECEIVED
FEDERAL ELECTION
COMMISSION

77 MAY 17 AM 10:51

LAW OFFICES
KATTEN, MUCHIN, GITLES, ZAVIS, PEARL & GALLER
4100 MID-CONTINENTAL PLAZA 55 EAST MONROE STREET
CHICAGO, ILLINOIS 60603

CERTIFIED

No. 429682

MAIL

Office of General Counsel
Compliance Division
Federal Election Commission
1325 K Street, N.W.
Washington, D.C. 20463

77 MAY 17 AM 10:51

RECEIVED
FEDERAL ELECTION
COMMISSION



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR #

404



This is the beginning of Part II
MUR 404

78040012769



JOYCE BEVERAGES INC.

JOYCE ROAD • NEW ROCHELLE, NEW YORK 10802
914-632-7060

WILLIAM J. COLLIER, JR.
VICE PRESIDENT & GENERAL COUNSEL

September 29, 1977

Federal Election Commission
1325 K Street, N.W.
Washington, D.C., 20463

Attention: William Oldaker, General Counsel

Re: MUR-404 (77)

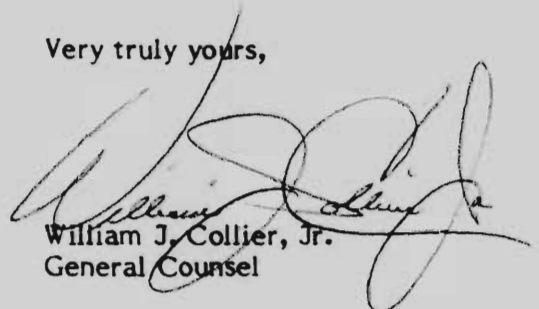
Dear Mr. Oldaker:

Your letter of June 16, 1977 to Philip A. Schaack, President of Illinois Seven-Up Bottling Co., enclosed a complaint verified by William J. Joyce, Jr., the 9th day of May, 1977, alleging that said corporation had violated 2 U.S.C. 441 (b) and (f) with reference to the 1974 and 1976 campaigns of Congressman George O'Brien.

Delivered herewith please find triplicate originals of the verified response of Illinois Seven-Up Bottling Co., to the aforesaid complaint. A separate individual response will be filed by Philip A. Schaack. A copy of this letter is being sent to his attorney to advise him of our filing.

Please advise all recipients of this letter of the action, if any, of the Commission.

Very truly yours,



William J. Collier, Jr.
General Counsel

WJC:mf
Encls.

cc: Sheldon Davidson, Esq., (w/o encl.)
David Schippers, Esq., (w/o encl.)

78040012770

CC # 1701

BEFORE THE FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

IN THE MATTER OF)
ILLINOIS SEVEN-UP BOTTLING)
COMPANY and PHILIP A. SCHAACK)
Respondents.)

No. MUR 404 (77)

RESPONSE OF ILLINOIS SEVEN-UP BOTTLING CO.
TO THE COMPLAINT FILED WITH THE
FEDERAL ELECTION COMMISSION

Now comes the Respondent, Illinois Seven-Up Bottling Company, by one of its attorneys, Sheldon Davidson, and in response to the Complaint filed with the Federal Election Commission, pursuant to the Federal Election Campaign Act, Pub.L. 92-225, 86 Stat. 11, as amended (codified at 2 U.S.C.A. Section 431 et seq.) and to the Federal Election Campaign Act Amendments of 1976, Pub.L. 94-283, 90 Stat. 475 (May 11, 1976); and the Rules Promulgated thereunder, states as follows:

I.

INTRODUCTION

By letter dated June 16, 1977, Illinois Seven-Up Bottling Co. ("Illinois Seven-Up") an Illinois corporation with its principal place of business at 777 Joyce Road, Joliet,

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Illinois, was informed by the General Counsel of the Federal Election Commission that a sworn complaint had been filed with the Commission alleging violations by Illinois Seven-Up of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. 431, et. seq. The aforesaid sworn complaint was submitted by William J. Joyce, Jr., a former officer and director of Illinois Seven-Up, who resigned on August 5, 1977.

Subsequent to the receipt of the Commission's letter, Mr. Sheldon Davidson, counsel for Illinois Seven-Up was informed by Mr. David Stein of the Commission that the response of Illinois Seven-Up need concern itself only with matters allegedly occurring within the three (3) years immediately preceding June 16, 1977. The response of Illinois Seven-Up will therefore be limited to this time period.

II.

WILLIAM J. JOYCE, JR. IS A NON-CREDIBLE WITNESS
AND HIS ALLEGATIONS SHOULD BE SUMMARILY DISMISSED
BY THE FEDERAL ELECTION COMMISSION

William J. Joyce, Jr., complainant herein, is a former director and officer of Illinois Seven-Up, who, following his departure from the corporation filed numerous lawsuits against Joyce Beverages Inc. ("JBI") the parent corporation of Illinois Seven-Up, and various officers and directors of JBI. Joyce, Jr. is, at present, the subject of an intensive Federal investigation

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relating to the bombing of an interstate facility owned by Joyce Associates, Inc., an affiliate of JBI. In assessing the credibility of the complaining witness, especially in the absence of any corroborating affidavits by other alleged participants in the activities complained of and the absence of any documentary evidence, the Commission must consider the chronological sequence of events preceding and subsequent to the filing of the complaint.

In July, 1976, James T. Norris, a director of JBI and its subsidiaries commenced an inquiry with respect to Illinois Seven-Up which investigation revealed a possible misuse of corporate funds and assets by William J. Joyce, Jr. ("Joyce, Jr."), an officer of JBI and Illinois Seven-Up and a member of the Boards of Directors of JBI and each of its subsidiaries. The investigation indicated that Joyce, Jr. had caused Illinois Seven-Up to disburse corporate funds in payment of false and fictitious invoices submitted by various suppliers to Illinois Seven-Up. These invoices were submitted for payment of services and/or materials purportedly furnished by said suppliers to Illinois Seven-Up in connection with the carrying on of the business of said corporation. However, the investigation indicated that said services or materials were performed or furnished at Joyce, Jr.'s personal residence at Joliet, Illinois for defendant's benefit and not for the benefit of the corporation.

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On August 5, 1976, John M. Joyce, Chairman of the Board of JBI met with William J. Joyce, Sr. and William J. Joyce, Jr. at the offices of Illinois Seven-Up, Joliet, Illinois. William J. Joyce, Sr. is the brother of John M. Joyce and at that time, Chairman of the Board of Directors of Illinois Seven-Up and a member of the Boards of Directors of JBI and each of its subsidiaries. The question of the possible misuse of corporate funds was discussed at that meeting and John M. Joyce informed Joyce, Jr. that unless he resigned as an officer and director of JBI and its subsidiaries, Joyce, Jr. would be disassociated from said positions. Joyce, Jr. acceded to his uncle's request and tendered his resignation.

On August 6, 1976, as a result of the inquiry at Illinois Seven-Up, John M. Joyce created an Audit Committee of the Board of JBI, which Committee was empowered to take such action as the Audit Committee deemed necessary with respect to a thorough and complete investigation of the books and records of JBI and each of its wholly-owned subsidiaries. On September 11, 1976, the appointment of the Audit Committee was ratified and approved by the full Board of Directors at its annual meeting held in Minocqua, Wisconsin. A copy of the resolution is attached hereto as Exhibit 1.

In September, 1976, Joyce, Sr. requested that the investigation relating to the examination of one of JBI's subsidiaries, Chicago Seven-Up Bottling Co., be conducted pursuant

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to certain procedural guidelines. This request was denied by the Audit Committee and John M. Joyce. In substance, Joyce, Sr. implied that Thomas P. Joyce, President and Chief Executive Officer of Chicago Seven-Up Bottling Co. and the son of John M. Joyce, had engaged in conduct "similar" to that which Joyce, Jr. had allegedly been engaged in at Illinois Seven-Up. The investigation of alleged and possible misuse of corporate funds and assets with respect to JBI and each of its subsidiaries has been undertaken under the aegis of the Audit Committee.

In November and December, 1976, and before the Audit Committee's investigation was completed, various lawsuits were filed by Joyce, Jr. and members of his family. First, Joyce, Jr.'s sister, Jill Joyce Kasselmann filed a stockholders' derivative action alleging a failure on the part of the corporation to assert certain "claims" against Thomas P. Joyce (Exhibit 2). After that action was dismissed for failure to comply with the pleading requirements of Rule 9(b) and Rule 23.1, Federal Rules of Civil Procedure, the plaintiff filed an Amended, Supplemented Complaint which averred for the first time, purported violations of the Federal Election Campaign Act (Exhibit 3). The aforesaid Complaint was filed on June 30, 1977, approximately two weeks after Joyce, Jr. filed the instant complaint with the Commission.

Second, Joyce, Jr. filed a slander action in the state court (Exhibit 4) and a breach of contract action in

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Federal Court (Exhibit 5). The answers of John M. Joyce and JBI to the breach of contract action are attached hereto as Exhibits 6 and 7. Motions to dismiss and other motions have been filed in the other cases. Therefore, as of this date, no answers have been filed in any of the other actions. Finally, Joyce, Jr. and his family filed an action in the United States District Court for the Southern District of New York seeking, in substance, dissolution of JBI. That action was dismissed by the District Court and an appeal has been filed to the Court of Appeals for the Second Circuit.

Following the investigation of Joyce, Jr.'s activities at Illinois Seven-Up, a complaint (Exhibit 8) was filed in State Court against Joyce, Jr. for breach of fiduciary duties and fraud. Both compensatory and punitive damages are sought. No answer has yet been filed by Joyce, Jr. At the same time, Illinois Seven-Up filed actions against two suppliers alleging that they had submitted fraudulent billings to Illinois Seven-Up (Exhibits 9-12, inclusive).

Subsequent to the filing of the aforesaid lawsuits and subsequent to the filing of the instant complaint with the Federal Election Commission, a threatening telephone call was made to the residence of Thomas P. Joyce. On the Monday following the call, the windows at Thomas P. Joyce's office at Chicago Seven-Up Bottling Co. were broken. (A copy of the

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Chicago Police Department report is attached hereto as Exhibit 13). On August 13, 1977, at approximately 2:00 AM, a bomb exploded at or in the garage of a facility owned by Joyce Associates, Inc., an affiliate of JBI. The facility, located in Minocqua, Wisconsin is used by JBI and its subsidiaries for sales meetings and for other corporate purposes. It is also used by officers and directors of JBI for vacation purposes. At the time of the bombing, Thomas P. Joyce, his wife and children were at the Minocqua facility.

A joint investigation has been undertaken by the Chicago Strike Force, the United States Attorney, Madison, Wisconsin, Alcohol, Tobacco and Firearms (AT&F) and the Federal Bureau of Investigation (FBI) as to the bombing. The explosion killed one Joseph Banno of Oak Lawn, Illinois, a suburb of Chicago, and severely injured Joyce, Jr. Neither man had permission to enter upon the property and no explanation has been offered for their presence there. If indicted and convicted of charges relating to the bombing, Joyce, Jr. faces severe penalties, to wit: life imprisonment or death. Title 18, United States Code, Section 844(d) and (i).

In the instant case, the complainant's motivation to falsify material facts for the purpose of furthering pending litigation and for the purpose of causing a governmental agency to institute additional proceedings against his former employer

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is patent. It is significant that the present allegations were not asserted until Illinois Seven-Up filed its state action against the complainant charging him with fraud and breach of fiduciary duties. Moreover, no corroborating documents or affidavits have been filed by the complainant in support of the extreme charges asserted notwithstanding the contention that numerous employees of Illinois Seven-Up purportedly had knowledge of the activities claimed to be improper or illegal.

Illinois Seven-Up will make no comment herein as to the bombing of the facility at Minocqua, Wisconsin and the obvious inferences which may be drawn as to the credibility of the complainant. That matter, as stated above, is under investigation by Federal authorities.

III.

ANSWER OF ILLINOIS SEVEN-UP TO JOYCE, JR.'S
ALLEGATIONS UNDER THE HEADING "ACTS
CONSTITUTING VIOLATIONS OF THE FEDERAL
ELECTION CAMPAIGN ACT"

1. Paragraph 1 of the Complaint does not contain any allegations applicable to this Respondent and therefore, requires no answer.

2. Paragraph 2 of the Complaint requires no answer since nothing contained therein relates to any alleged contributions by this Respondent to Congressman O'Brien's 1974 and 1976 campaigns.

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3. With respect to the allegations of Paragraph 3 of the Complaint, this Respondent admits that Philip A. Schaack ("Schaack") is the President of Illinois Seven-Up; and that he served as Congressman O'Brien's Campaign Chairman during the years 1974 and 1976.

Respondent denies that during 1974 or 1976, Schaack spent approximately two months devoted solely to his duties as Congressman O'Brien's Campaign Chairman. On the contrary, this Respondent asserts that almost all of Schaack's work as Campaign Chairman for Congressman O'Brien was performed prior or subsequent to what is usually considered normal business hours, on weekends, or on other non-business days. If any work were done during usual, normal business hours by Schaack, it was occasional and isolated, such as a telephone call or momentary notation. At no time were any duties and responsibilities of Schaack as President of Illinois Seven-Up delayed or frustrated by virtue of his position as Congressman O'Brien's Campaign Chairman.

Further answering said Paragraph 3, Respondent admits that Schaack has made several trips to Washington, D.C. During the period 1974 to and including the date of the filing of this Response, he has made four (4) trips to Washington, D.C. Each trip was for the purpose of attending meetings of the Board of Directors of Joyce Beverages Inc., the parent corporation of Illinois Seven-Up, or for other matters directly related to the

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soft drink industry. None of Schaack's trips was made for the purpose of performing any function whatever in connection with his position as Campaign Chairman for Congressman O'Brien's campaign and no expenses incurred during the said Washington trips for which Schaack sought reimbursement from this Respondent were related to Schaack's duties as Campaign Chairman.

4. Paragraph 4 of the Complaint requires no response since nothing contained therein relates to any alleged contributions by this Respondent to Congressman O'Brien's 1974 and 1976 campaigns.

5. This Respondent denies each and every allegation contained in said Paragraph 5. This Respondent asserts that during the period 1974 through 1976, Schaack's secretary at Illinois Seven-Up performed some voluntary services on behalf of Congressman O'Brien's campaign. The services performed consisted of typing letters and envelopes relating to the campaign, among other things. Attorneys for this Respondent were informed by the secretary that the total time spent in the two campaigns (1974 and 1976) was approximately six to eight hours. She also stated that the work never interfered with her normal duties and any use of corporate materials was occasional, isolated and incidental.

Further answering said Paragraph 5, this Respondent asserts that although the secretary volunteered her services

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at the request of Schaack, no pressure whatsoever was placed upon her to perform any services on behalf of Congressman O'Brien or any other political figure.

Prior to the filing of the instant complaint, other officers and directors of this Respondent had no knowledge that corporate materials were being used in connection with Congressman O'Brien's 1974 and 1976 campaigns. The decision by the secretary employed by this Respondent to volunteer her services for and on behalf of the campaigns and her work in that regard was unknown to and not approved by other officers and directors of this Respondent.

6. This Respondent denies each and every allegation contained in said Paragraph 6.

7. This Respondent denies each and every allegation contained in said Paragraph 7.

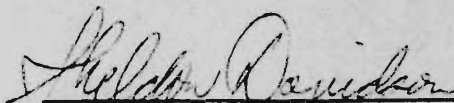
8. This Respondent denies each and every allegation contained in said Paragraph 8.

9-12. Paragraphs 9 through 12, inclusive, of the Complaint, require no response since nothing contained therein relates to (1) any alleged contributions by this Respondent to Congressman O'Brien's 1974 and 1976 campaigns;

or (2) any allegation that has not been heretofore answered above.

WHEREFORE, Illinois Seven-Up Bottling Co., Respondent herein, respectfully prays that the Federal Election Commission take no further action with respect to this matter.

Respectfully submitted,



SHELDON DAVIDSON,
One of the Attorneys for
Illinois Seven-Up Bottling Co.,
Respondent

SHELDON DAVIDSON
J. DAVID SANNER
Pedersen & Houpt
180 North LaSalle Street
Chicago, Illinois 60601
641-6888

WILLIAM J. COLLIER, JR.
General Counsel, Illinois Seven-Up Bottling Co.
Joyce Road
New Rochelle, New York 10802

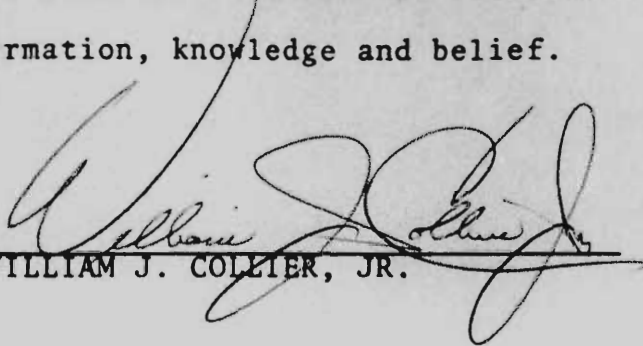
STATE OF NEW YORK

COUNTY OF WESTCHESTER

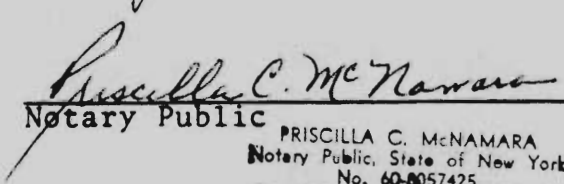
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SS

WILLIAM J. COLLIER, JR., being duly sworn on oath,
deposes and states that he is the Secretary of Illinois Seven-
Up Bottling Co., Respondent herein; that he has read the above
and foregoing and that the facts contained therein are true and
correct to the best of his information, knowledge and belief.


WILLIAM J. COLLIER, JR.

Subscribed and Sworn to
before me this 28th day
of September, 1977.


Notary Public

PRISCILLA C. McNAMARA
Notary Public, State of New York
No. 60-8057425
Qualified in Westchester County
Term Expires March 30, 1978

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EXHIBIT I

WHEREAS, the Chairman of the Board of JOYCE BEVERAGES INC., by memorandum, dated August 6, 1976, established an internal Audit Committee for the purpose of making periodic reports on the operating subsidiaries, and

WHEREAS, the Chairman of the Board has requested that the full Board review and ratify the establishment of said Audit Committee, together with such other and further instructions thereto as the board in its judgment deems appropriate.

NOW, THEREFORE, IT IS

RESOLVED, that the action of the Chairman of the Board of JOYCE BEVERAGES INC., on August 6, 1976, establishing an internal Audit Committee consisting of Robert J. Pritchard, William J. Collier, Jr., and James T. Norris, as Chairman, be and the same hereby is ratified and approved, and it is further

RESOLVED, that the Audit Committee is directed to cause a thorough and complete investigation of the books and records of JOYCE BEVERAGES INC., and each of its subsidiaries to determine whether or not there were any instances of expenditures of corporate funds for non-corporate purposes; if so, to determine the exact amount to the extent reasonably possible; to determine whether or not the corporation has any responsibility relative to its consolidated income tax returns as a result thereof, and to make recommendations accordingly, and it is further

RESOLVED, that the Audit Committee be and it hereby is authorized to expend such funds and to employ such persons, firms or corporations as they, in their sole discretion, deem necessary to carry out the charge of this Board, and it is further

RESOLVED, that the Audit Committee is empowered to take such action as it may, in its discretion, deem necessary and proper in fulfilling its function and responsibilities. Such discretionary action includes but is not limited to the determination of the parameters of said investigation including the manner and means of said

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investigation and the fiscal years for which the books and records of JBI and its subsidiaries shall be investigated, reviewed and audited, and it is further

RESOLVED, that the Audit Committee be and it hereby is directed to report its findings and recommendations directly to the President and Chairman of the corporation.

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EXHIBIT II

JUL - FLAUM

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED

NOV 20 PM 4 23

JILL KASSELMAN, on her own behalf
and on behalf of all stockholders
of Joyce Beverages, Inc.,

Plaintiff,

v.

NO.

JOYCE BEVERAGES, INC., a Delaware
corporation; CHICAGO SEVEN-UP
BOTTLING CO., an Illinois corpora-
tion; THOMAS P. JOYCE; JOHN M.
JOYCE III; WILLIAM J. COLLIER, JR.;
R. J. PRITCHARD; SIDNEY P. MUDD;
PHILIP A. SCHAACK; and
JAMES T. NORRIS,

Defendants.

76 C4417

COMPLAINT

Plaintiff, JILL KASSELMAN, by her attorneys, states for her
cause of action against defendants as follows:

Parties

1. The plaintiff is a citizen and resident of the State of Texas.
2. Defendant JOYCE BEVERAGES, INC. ("JBI") is a corporation organized under the laws of Delaware, with its principal place of business in the State of New York. JBI is engaged, through operating subsidiaries, in the soft drink bottling and distribution business.
3. Defendant CHICAGO SEVEN-UP BOTTLING CO. ("Chicago") is a corporation organized and existing under the laws of the State

of Illinois, with its principal place of business in the State of Illinois. Chicago is engaged in the soft drink bottling and distribution business in the Metropolitan Chicago area.

4. Defendant THOMAS P. JOYCE ("Thomas") is now and was at all times relevant hereto the chief executive officer of Chicago.

5. Thomas P. Joyce, John M. Joyce, John M. Joyce III, William J. Collier, Jr., R. J. Pritchard, Sidney P. Mudd, Philip A. Schaack and James T. Norris (hereinafter referred to collectively as "the Directors") are directors of both JBI and Chicago and are stockholders of JBI. Each of the Directors is a citizen and resident of a state other than the State of Texas. Plaintiff's father, William J. Joyce ("William"), is also a director of JBI and Chicago and a shareholder of JBI but is not made a defendant because he has not participated in the conduct by the Directors complained of.

Jurisdiction

6. The amount in controversy exceeds \$10,000 exclusive of interest and costs.

7. This Court's jurisdiction is invoked pursuant to Title 28, United States Code, Section 1332.

Allegations Pursuant To Rule 23.1

8. This is a stockholders' derivative action brought under Rule 23.1 of the Federal Rules of Civil Procedure. Plaintiff fairly and adequately represents the interests of all stockholders of JBI in enforcing the rights of JBI herein alleged.

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9. On or about December 10, 1952, plaintiff was the owner of 52 shares of Chicago. These shares were held by plaintiff continuously until on or about April 1, 1973, and by April 1, 1973, plaintiff had acquired an additional 341 shares of Chicago. On or about April 1, 1973, plaintiff, pursuant to a plan of re-organization in which all shareholders of Chicago and other companies owned by the shareholders of Chicago participated, exchanged her total of 393 shares in Chicago for 9,674.8 shares of JBI. JBI was formed in 1973 for the purpose of holding such shares. The aforesaid shares of JBI are and have been continuously owned by plaintiff. Plaintiff has been a shareholder of Chicago or its holding company, JBI, at the time of all transactions complained of herein.

10. From the date of its inception as a corporation to the present time, Chicago has been dominated and controlled by JBI. The Board of Directors of Chicago is identical in composition to the Board of Directors of JBI. Thomas, as chief executive officer of Chicago, receives the majority of his authorized compensation from JBI. Meetings of JBI's Board of Directors are treated for all purposes as meetings of the Board of Directors of Chicago and other operating subsidiaries of JBI.

11. This is not a collusive action to confer on a court of the United States jurisdiction which it would not otherwise have.

12. On September 8, 1976, demand was made on John M. Joyce ("John"), JBI's Chairman of the Board, by plaintiff's father, William, for his own behalf and that of his children, to conduct an investigation of the alleged malfeasance of Thomas, at which

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time John agreed that such an investigation would be conducted and insisted that William not formally propose such an investigation at the forthcoming meeting of JBI's Board of Directors on September 11, 1976. William, in reliance on John's representation that an investigation would be forthcoming, agreed not to so propose such an investigation.

13. On September 28, 1976, plaintiff, acting through William and her attorney, presented to William J. Collier ("Collier"), general counsel of JBI and Chicago, a proposed set of procedures for the conduct of such an investigation.

14. By letter dated September 30, 1976, Collier, acting as the duly authorized agent of JBI and its subsidiaries, rejected the proposed investigation procedures. On Friday, October 15, 1976, Collier, in a telephone conversation with plaintiff's attorney, stated that any investigation of expenditures made by Chicago would be strictly limited to periods as to which the statute of limitations for the assessment of federal income taxes against JBI has not expired.

15. Upon information and belief, the most serious acts of malfeasance of Thomas occurred during periods which will not be covered by JBI's proposed investigation.

16. Further demand upon the Directors would have been futile in view of the foregoing and in view of the allegations contained in this Complaint regarding the attempts of the Directors to hide the wrongdoing complained of.

Activities Complained Of

17. Upon information and belief, since 1969, and for some time prior thereto, defendant Thomas has utilized his position as chief executive and operating officer of Chicago to divert substantial funds and assets of Chicago and of JBI to his own personal benefit. Specifically, and without limiting the generality of the foregoing allegations:

a. Employees on Chicago's payroll were directed by Thomas to perform personal services for him, services which involved a substantial portion of their working hours over a substantial period of time. None of these services involved the business of Chicago or JBI, but were for the sole benefit of Thomas.

b. Maintenance of and improvements upon Thomas' residences have been completed in whole or in part by personnel of Chicago on company time and using materials paid for by Chicago at Thomas' direction. Outside contractors performing work on Thomas' residences have been paid by Chicago at Thomas' direction.

c. Personal gifts were purchased by Thomas and members of his family and paid for by Chicago and delivered in trucks operated by Chicago.

d. Personal entertainment bills and membership dues at Thomas' country club and city men's club were paid for by Chicago.

e. Automobiles were purchased for Thomas and members of his family using funds provided by Chicago.

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18. In addition to the incurring of the foregoing expenditures, upon information and belief, during the period of 1969 to date Thomas took active steps to conceal the nature and extent thereof, by directing that invoices be altered, by charging large expenses to several different accounts, and otherwise.

19. In addition to the malfeasance hereinabove described, upon information and belief, Thomas has at all times performed his job as chief executive officer of Chicago in an incompetent manner. Specifically:

a. He has not devoted his full business time to the affairs of Chicago and JBI;

b. He has failed to appear for appointments and scheduled staff meetings;

c. He has incurred expenditures on behalf of Chicago which were specifically in excess of the expenditures authorized by JBI's and Chicago's Board of Directors in connection with the development of a new product known as "Sooper Sip".

20. At all times relevant hereto:

a. The shares of common stock of JBI owned by the Directors, their spouses, their children and their grandchildren, as well as shares owned by such Directors in their capacities as Trustee, constitute and have constituted a majority of the issued and outstanding shares of common stock of JBI; and

b. The Directors constitute and have constituted a majority of the directors of JBI.

Because of the foregoing, the Directors are in actual control of JBI.

21. The Directors are unwilling to conduct a good faith investigation as to the alleged malfeasance and incompetence of Thomas in connection with his duties as chief executive officer of JBI.

22. Upon information and belief, the Directors have entered into and are presently participating in a conspiracy to hide the wrongdoing and corporate waste committed by Thomas, as alleged herein. By so doing, they are in violation of their fiduciary obligations to JBI and its stockholders.

23. Upon information and belief, the Directors (other than Thomas) have negligently and in violation of their fiduciary obligations as directors of JBI and Chicago failed to maintain control over the corporate waste committed by Thomas in connection with his expenditures on the "Sooper Sip" investment.

WHEREFORE, plaintiff prays as follows:

A. That judgment be entered against Thomas and the other Directors for the benefit of Chicago and JBI for all sums misappropriated by Thomas as aforesaid and for all sums negligently expended by Thomas in connection with the "Sooper Sip" investment;

B. That the plaintiff, for the benefit of Chicago and JBI, have such further relief as the Court may deem proper; and

C. That the plaintiff be awarded reasonable attorneys' fees and the costs incurred on prosecuting this action.

PLAINTIFF DEMANDS A JURY TRIAL.

JILL KASSELMAN, on her own behalf
and on behalf of all stockholders
of Joyce Beverages, Inc.

By Donald E. Egan
One of her attorneys

Donald E. Egan
Michael A. Reiter
Irving B. Levinson
Katten, Muchin, Gittles, Zavis,
Pearl & Galler
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603
(312) 346-7400

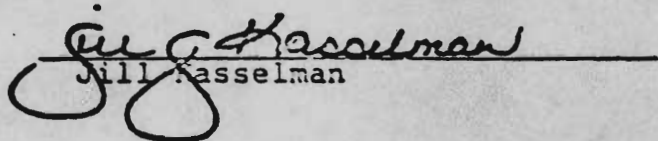
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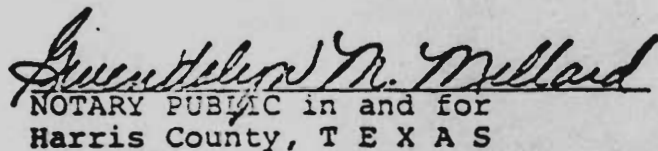
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

VERIFICATION

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Jill Kasselmann, being duly sworn on oath deposes and states that she is the Plaintiff in this cause and that she has read the foregoing complaint and that it is true and accurate, except as to such matters as are alleged on information and belief and as to such matters, she believes them to be true and accurate on such information and belief.


Jill Kasselmann

SUBSCRIBED and SWORN to before me this 19th day of November, 1976.


NOTARY PUBLIC in and for
Harris County, T E X A S

GWENDOLYN M. MILLARD
Notary Public in and for Harris County, Texas
My Commission Expires November 10, 1977
Bonded by Alexander Lovett, Lawyers Surety Corp.

Exhibit III

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JILL KASSELMAN, on her own behalf
and on behalf of all stockholders
of Joyce Beverages, Inc.,

Plaintiff,

v.

JOYCE BEVERAGES, INC., a Delaware
corporation; CHICAGO SEVEN-UP
BOTTLING CO., an Illinois
corporation; MADISON SEVEN-UP
BOTTLING CO., an Illinois
corporation; NEW YORK SEVEN-UP
BOTTLING CO., an Illinois
corporation; ILLINOIS SEVEN-UP
BOTTLING CO., formerly known as
Joliet Seven-Up Bottling Co.,
an Illinois corporation;
JOHN M. JOYCE; THOMAS P. JOYCE;
JOHN M. JOYCE III; WILLIAM J.
COLLIER, JR.; R. J. PRITCHARD;
SIDNEY P. MUDD; PHILIP A. SCHAACK;
JAMES T. NORRIS; and E. THOMAS
SPENGLER,

Defendants.

No. 76 C 4417

AMENDED, SUPPLEMENTED COMPLAINT

COUNT I

Plaintiff, Jill Kasselmann, by her attorneys, states for
her cause of action against defendants as follows:

Parties

1. The plaintiff is a citizen and resident of the
State of Texas.

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DUPLICATE

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2. Defendant Joyce Beverages, Inc. ("JBI") is a corporation organized under the laws of the State of Delaware, with its principal place of business in the State of New York. JBI is engaged, through its wholly-owned operating subsidiaries, Chicago Seven-Up Bottling Co. ("Chicago"), Madison Seven-Up Bottling Co. ("Madison"), New York Seven-Up Bottling Co. ("New York"), and Illinois Seven-Up Bottling Co., formerly known as Joliet Seven-Up Bottling Co. ("Illinois"), in the soft drink bottling and distribution business. (Chicago, Madison, New York and Illinois are hereinafter referred to as "subsidiaries").

3. Chicago is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in the State of Illinois. Madison is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in the State of Wisconsin. New York is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in the State of New York. Illinois is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in the State of Illinois.

4. Thomas P. Joyce, John M. Joyce, John M. Joyce III, William J. Collier, Jr., R. J. Pritchard, Sidney P. Mudd, Philip A. Schaack, James T. Norris, and E. Thomas Spengler (hereinafter referred to collectively as the "Directors")

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are members of the Board of Directors of both JBI and its subsidiaries and are stockholders of JBI. Each of the Directors is a citizen and resident of a state other than the State of Texas. Plaintiff's father, William J. Joyce, is also a director of JBI and its subsidiaries and a shareholder of JBI but is not made a defendant because he has not participated in the conduct complained of, and has attempted to correct the wrongdoing complained of herein by making demand on the other Directors for remedial action.

5. Thomas P. Joyce is the son of John M. Joyce. At all times relevant hereto he has been President and Treasurer of Chicago. He has been a Vice-President of JBI since its formation.

6. John M. Joyce III is the son of John M. Joyce and brother of Thomas P. Joyce. Since 1974 he has been President and Treasurer of New York. Prior thereto he was Executive Vice-President of New York. He has been a Vice-President of JBI since its formation.

7. Sidney P. Mudd is Chairman of the Board of New York and was President of New York prior to the reorganization. He has been President of JBI since its formation.

8. William J. Collier is personal attorney to John M. Joyce, General Counsel of JBI and its subsidiaries, Vice-President and Secretary of each of its subsidiaries.

9. Philip A. Schaack at all times relevant hereto has been President and Treasurer of Illinois and Chairman of the Executive Committee of Madison.

10. James T. Norris was Vice-President and Treasurer of JBI until his recent retirement because of age. He remains a member of the Board of Directors and its subsidiaries.

11. R. J. Pritchard replaced James T. Norris as Treasurer of JBI upon Norris' retirement.

12. E. Thomas Spengler is President and Treasurer of Madison.

Jurisdiction

13. The amount in controversy exceeds \$10,000 exclusive of interest and costs.

14. This Court's jurisdiction is invoked pursuant to Title 28, United States Code, Section 1332.

Allegations Pursuant to Rule 23.1

15. This is a stockholders' derivative action brought under Rule 23.1 of the Federal Rules of Civil Procedure. Plaintiff fairly and adequately represents the interests of all stockholders of JBI in enforcing the rights of JBI herein alleged.

16. On or about December 10, 1952, plaintiff was the owner of 52 shares of Chicago, 10 shares of Madison, 52 shares of New York, and 52 shares of Illinois. These shares were held by plaintiff continuously and were added to from time to time. By April 1, 1973, plaintiff had acquired a

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total of 1,259 shares of the subsidiaries. On or about April 1, 1973, plaintiff, pursuant to a plan of reorganization in which all shareholders of Chicago, Madison, New York, and Illinois participated, exchanged her total of 1,259 shares in the subsidiaries for 18,232.92 shares of JBI. JBI was formed in 1973 for the purpose of holding such shares. The aforesaid shares of JBI are and have been continuously owned by plaintiff. Plaintiff has been a shareholder of Chicago, Madison, New York, and Illinois or their holding company, JBI, at the time of all transactions complained of herein.

17. From the date of its inception as a corporation to the present time, each subsidiary has been dominated and controlled by JBI. The Board of Directors of each subsidiary is identical in composition to the Board of Directors of JBI. Meetings of JBI's Board of Directors are treated for all purposes as meetings of the Board of Directors of each of its operating subsidiaries.

18. This is not a collusive action to confer on a court of the United States jurisdiction which it would not otherwise have.

History and Development of
JBI as a Family Controlled Business

19. In 1935 John M. Joyce Sr., father of defendant John M. Joyce and grandfather of plaintiff and defendants

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Thomas P. Joyce and John M. Joyce III, founded as a sole proprietorship the business which has since grown into Joyce Beverages, Inc. and its wholly owned subsidiaries.

20. From 1935 until 1964 the business was controlled by John M. Joyce Sr., with his three sons, John M. Joyce, who joined the business in 1937, and William J. Joyce and Robert E. Joyce, who joined the business in 1935. During these years the business changed from a sole proprietorship, to a partnership between John M. Joyce Sr. and his three sons, and finally to several privately-owned corporations operating in specific geographic areas.

21. From time to time, nonfamily members were brought into the business to fill managerial positions. John M. Joyce Sr. and his three sons, however, retained control by making all significant policy and operational decisions. Specifically, defendant John M. Joyce controlled the business activities centered in New York, William J. Joyce controlled the business activities centered in Joliet, Illinois and Madison, Wisconsin, and Robert E. Joyce controlled the business activities centered in Chicago, Illinois. John M. Joyce Sr. was Chairman of the Board and oversaw the entire operation of the business.

22. Upon the death of John M. Joyce Sr. in 1964, the business continued to be controlled and managed by the three Joyce brothers, who continued to make all significant policy and operational decisions.

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23. In 1966 Robert E. Joyce relinquished his positions and sold his interest in the business. Shortly thereafter defendant Thomas P. Joyce, son of John M. Joyce (grandson of John M. Joyce Sr.), assumed control of the Chicago based operation of the business, becoming chief executive officer of Chicago.

24. On April 1, 1973, the business was reorganized. A new corporation, JBI, was created to act as a holding company for the stock of the individual corporations operating in the specific geographic areas.

25. At the time of this reorganization, descendants of the late John M. Joyce Sr. owned approximately 84% of the outstanding stock of the Joyce corporations in each specified geographic area. The reorganization accomplished a transfer and exchange of stock resulting in retention by the Joyce family of approximately 84% of the outstanding stock of JBI.

Present Control of JBI and its Subsidiaries

26. As a consequence of the reorganization, John M. Joyce became Chairman of the Board of JBI, thereby assuming the position of overall control of the family business, previously occupied by his father.

27. At the time of the reorganization and thereafter, John M. Joyce, Thomas P. Joyce, and John M. Joyce III, with the full assistance and cooperation of William J. Collier,

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Jr., R. J. Pritchard, Sidney P. Mudd, Philip A. Schaack, James T. Norris and E. Thomas Spengler, the other individual defendants herein, totally controlled the management, operation, and business affairs of JBI and its subsidiaries. This control is evidenced by the following:

a. The individual defendants have constituted the entire body of the Board of Directors of JBI, except for plaintiff's father, who fully approves of the bringing of this action.

b. The individual defendants have constituted the entire body of the Board of Directors of all subsidiaries, except for plaintiff's father.

c. JBI and each of its subsidiaries is managed and operated by an Executive Committee appointed by the Board of Directors. The individual defendants constitute the entire body of the Executive Committee of JBI and of each of its subsidiaries. Plaintiff's father was a member of the Executive Committees, but was removed from these positions subsequent to the filing of this lawsuit, as is more particularly set forth in paragraph 46 herein.

d. The individual defendants, their spouses and descendants at all times relevant hereto, have owned not less than a majority of voting shares of JBI.

e. The individual defendants have at all times relevant hereto cast their vote at shareholders'

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meetings, Board of Directors' meetings, and Executive Committee meetings in a manner consistent with the votes cast by John M. Joyce.

f. Since the formation of JBI and its subsidiaries, meetings of its Boards of Directors have been rubber stamp sessions designed entirely to give formal approval to the decisions made or approved by John M. Joyce. The Boards have never passed a matter not approved of in advance by John M. Joyce.

g. Prior to the reorganization, John M. Joyce was Chairman of the Board and Treasurer of New York. Subsequent to the reorganization, he has been Chairman of the Board of JBI and each of its subsidiaries. In virtue of his position and role in the development of the Joyce family business, he is the individual dominating all significant policy and operational decisions, and actions approved by him have never been rejected by the Boards of Directors or Executive Committees of JBI.

28. In addition to the individual defendants, the only other individuals having any substantial input into the decision-making process at JBI during the relevant times herein were plaintiff's father, William J. Joyce, and her brother, William J. Joyce Jr.

29. On August 5, 1976, John M. Joyce, Thomas P. Joyce, John M. Joyce III, William J. Collier, Jr., Sidney P. Mudd,

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and James T. Norris, caused plaintiff's brother, William J. Joyce Jr., to be removed from all positions that he then held with JBI and its subsidiaries. Each of the individual defendants subsequently ratified this action at a Board of Directors meeting.

30. On February 27, 1977 plaintiff's father was removed as a member of the Executive Committee by a vote of all other defendants herein. On April 1, 1977, by a vote of the Executive Committee, plaintiff's father was terminated from his employment as Chairman of the Board of Madison and Illinois.

31. The removal of plaintiff's father and brother from positions of authority with JBI, along with the disassociation, as previously alleged, of her uncle, Robert E. Joyce, has resulted in JBI and its subsidiaries being totally controlled by John M. Joyce and his two sons with the assistance and cooperation of the other individual defendants herein.

Demand on JBI

32. On September 8, 1976, oral demand was made upon John M. Joyce as JBI's Chairman of the Board by plaintiff's father, William, on his own behalf and that of his children, to conduct an investigation and auditing of the malfeasance and wrongdoing of John M. Joyce's son, Thomas (the malfeasant acts and wrongdoing are set forth in paragraphs 58 and 59.)

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33. At the time of this demand, John M. Joyce insisted that William should not further demand such an investigation and auditing at the forthcoming meeting of the Board of Directors on September 11, 1976, since he was prepared, as Chairman of the Board, to undertake the investigation and audit. He represented that William Joyce Sr. would be actively involved in planning the audit and investigation, and that his attendance would be sought at a meeting with auditors from Murphy, Lanier, and Quinn ("MLQ") to plan the investigation and audit. John M. Joyce has since reneged on those promises.

34. In reliance on the aforesaid representations of the Chairman of the Board, and with full knowledge that John M. Joyce directs and controls decisions of the Board, William did not at that time formally propose the investigation and audit to the Board of Directors.

35. Upon information and belief, on September 16, 1976 defendants Norris, Collier, and Pritchard met privately with auditors from MLQ. Neither plaintiff nor William J. Joyce Sr. were invited to this meeting, nor were they requested to provide input with respect to the direction of the investigation and audit.

36. Sometime between September 11, 1976 and September 21, 1976, defendant Norris informed the MLQ auditors that they were not to divulge any information concerning the September 16, 1976 meeting. Consequently,

when plaintiff's brother, William J. Joyce Jr., contacted one of the MLQ auditors on or about September 20, 1976, the auditor denied having attended any meeting with JBI representatives.

37. On or about September 20, 1976, another participating auditor from MLQ informed plaintiff's father that MLQ had been notified by William J. Collier, as General Counsel and Board member of JBI, that MLQ could not meet or talk with anyone from JBI except JBI's Audit Committee. JBI's Audit Committee was appointed by defendant John M. Joyce, and consists of defendants Norris, Collier, and Pritchard.

38. On September 21, 1976, plaintiff's father wrote John M. Joyce complaining about the manner in which the promised audit was being mishandled and about the failure to disclose to him developments relating to the audit. Carbon copies of this letter were sent to Board member James T. Norris, to plaintiff, and to other members of plaintiff's family.

39. On September 28, 1976, plaintiff, acting through her father and her attorneys, presented to JBI, through JBI's Directors, William J. Collier and James T. Norris, a written demand for an investigation and audit, as proposed by plaintiff's father on September 8, 1976. This demand contained a set of procedures setting forth minimal standards to insure that the audit would be meaningful.

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This demand, attached hereto and incorporated herein as Exhibit A, included a recommendation that the full Board of Directors be advised of the investigation.

40. By letter dated September 30, 1976 and addressed to plaintiff's attorney, William J. Collier, acting as the duly authorized agent of JBI and its subsidiaries and their Boards of Directors, rejected totally the September 28, 1976 demand. This letter, attached hereto and incorporated herein as Exhibit B, was addressed to plaintiff's attorney. The letter specifically requested that all communications relative to matters between JBI and clients of plaintiff's attorney, be directed to William J. Collier as General Counsel of JBI.

41. The September 30, 1976 letter further reflects that JBI intended to retain MLQ for the sole purpose of amending corporate tax returns for open years only. Defendants knew and were informed by plaintiff's attorney that a substantial portion of the wrongdoing of Thomas P. Joyce pre-dates JBI's open tax years relating to activities in 1969, 1970, 1971, 1972, and 1973, years that were being expressly excluded by the MLQ proposed audit. Defendants were then, and are now, aware that a mere amendment of tax returns will not remedy the injury caused to JBI by the wrongdoing of Thomas P. Joyce.

42. On October 15, 1976, William J. Collier, in a telephone conversation with plaintiff's attorney, stated that any investigation by JBI of the propriety of

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expenditures would be strictly limited to review of books and records for years in which the federal tax statute of limitations had not run. Collier further stated that JBI's only concern was related to the tax implications of what had occurred. Collier read to plaintiff's attorney a letter which purported to engage MLQ to examine books and records of the corporation, but limited the engagement to determining whether amounts taken on federal income tax returns were properly deducted or capitalized and to amending the corporate returns to properly reflect corporate income. Plaintiff's attorney advised Collier that the assignment given to MLQ was inconsistent with the agreement between John M. Joyce and William J. Joyce Sr. that had been reached on September 8, 1976.

43. To date plaintiff, her father, and her attorney have received no indication that the wrongdoing alleged of Thomas P. Joyce has been investigated, or that any action has been taken to remedy the injury to JBI and its subsidiaries caused by Thomas P. Joyce. Upon information and belief, based upon reports of present employees of JBI, MLQ has been instructed not to perform the audit of Chicago, Madison, and New York.

44. Thomas P. Joyce remains the President and Treasurer of Chicago.

Futility of Additional Efforts
to Obtain the Desired Action

45. The history and development of JBI, as alleged in paragraphs 12 through 18 herein, and the present control of JBI, as alleged in paragraphs 19 through 24 herein, manifest the extent to which JBI was and is a family run business. These allegations further manifest the extent to which John M. Joyce and his sons, Thomas P. Joyce and John M. Joyce III, with the assistance and cooperation of the other individual defendants, presently control JBI. This control is now being exercised to exclude plaintiff and her family from any participation in the business.

46. Subsequent to the demand made through plaintiff's father and her attorney and subsequent to the filing of this lawsuit, the individual defendants have retaliated against plaintiff and her father for demanding redress of wrongdoing by removing plaintiff's father from positions as follows:

a. The Board of Directors voted at a February 27, 1977 meeting to remove William J. Joyce Sr. as a member of the Executive Committees of JBI and each of its subsidiaries. He was advised by John M. Joyce, his brother, on February 27, 1977 that effective January 1, 1977 he was to receive no compensation from JBI or its subsidiaries and that none of his business expenses would be reimbursed. His brother ordered him to return his company car and corporate credit cards. Defendant

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Philip A. Schaack ordered him to cease utilizing the services of his company secretary. These actions were taken in retaliation for plaintiff's father's attempts to remedy the wrongs alleged herein, and William J. Joyce Sr. was specifically instructed by the Chairman of the Board that he was being given until April 1, 1977 to reconsider his actions concerning the corporation.

b. William J. Joyce Sr. did not retreat from his demand that remedial action be taken concerning Thomas P. Joyce's wrongdoing. By letter dated April 12, 1977, plaintiff's father was informed by John M. Joyce that the Executive Committee had terminated his employment as Chairman of the Board of the Illinois and Madison subsidiaries, effective as of March 31, 1977. This terminated an association of over 30 years of service. In his termination letter, John M. Joyce stated that he was "(s)orry it has to be this way particularly when it could have been avoided."

47. Subsequent to the demand made through plaintiff's father and her attorney and subsequent to the filing of this lawsuit, JBI has ceased paying dividends to its shareholders. This cessation of dividends was without a legitimate corporate purpose and was designed to punish plaintiff and her family for demanding remedial action, as follows:

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a. JBI has previously paid dividends in each year of its existence.

b. Prior to the reorganization and formation of JBI, its predecessor operating companies have paid dividends each year of their existence as corporations, extending back as far as 1952.

c. The company policy in favor of paying dividends each year has been so strong in the past that, when one operating company was unable to make dividend payments, other operating companies were caused to increase their dividend payments proportionately.

d. Even in years of marginal profitability, prior to the reorganization and formation of JBI, the operating companies have made dividend payments.

e. Presently and during the periods of time during which JBI has ceased dividend payments, JBI has experienced unprecedented earnings and profits, and has not experienced any unusual demand for capital utilization. Net earnings at fiscal year 1976 were approximately \$6,715,000 on sales of \$121,445,000, providing record net earnings of \$6.72 per share. During the first six months of 1977 net earnings were approximately \$3,475,230 on sales of \$66,761,560, providing net earnings of \$3.47 per share.

f. The cessation of dividend payments by permitting, in part, earnings and profits to accumulate

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instead of being divided or distributed, exposes JBI to assessment of a penalty tax under Section 531 of the Internal Revenue Code.

g. Plaintiff, plaintiff's parents, and their immediate descendants are presently owners of approximately 37% of the total issued and outstanding shares of JBI, and the cessation of dividend payments consequently inflicts severe financial deprivation upon plaintiff and her family.

48. At the same time that dividend payments have ceased, and sometime subsequent to September 1, 1976, the nine individual defendants herein have approved and appropriated extraordinary executive bonuses and salary increases. Plaintiff does not know the amount of increases for each executive, but is informed and believes that all individual defendants have received substantial increases in compensation. Plaintiff has been specifically informed of the existence of JBI memoranda reflecting the increases of Philip A. Schaack and E. Thomas Spengler. The details of these increases may be found in the books and records of JBI and its subsidiaries which are in defendants' exclusive control.

49. The aforesaid increases in compensation constitute self-dealing, corporate waste, and violation of fiduciary duties in that they were appropriated for no legitimate purpose, as follows:

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a. JBI discontinued its executive bonus program several years ago.

b. These increases contradict the strong company policy of only reviewing executive compensation on a 24 month basis, every other April. This pattern of salary review has existed for the past six years.

c. These unprecedented increases in executive compensation coincide with the unprecedented cessation of dividends, and were intended to compensate defendants for the cessation of their dividend payments.

50. Upon information and belief, the only investigation by defendants has been an ongoing investigation of plaintiff's brother, William J. Joyce Jr. The investigation of William J. Joyce Jr. and his removal from office, as alleged in paragraph 22, has given rise to the following lawsuits:

a. William J. Joyce, Jr. v. James T. Norris and John M. Joyce, case number W76G 3374L, is pending in the Circuit Court of the 12th Judicial Circuit, Will County. In this lawsuit plaintiff's brother seeks recovery against James T. Norris and John M. Joyce for defamatory statements made by defendants to JBI employees and to bank officials in the course of his removal from office.

b. William J. Joyce, Jr. v. John M. Joyce and Joyce Beverages, Inc., case number 76 C 4328, is

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pending in the U.S. District Court for the Northern District of Illinois, Eastern Division. In this lawsuit plaintiff seeks recovery against JBI for termination benefits promised and owing to him. Plaintiff, alternatively, seeks damages against John M. Joyce for fraudulent misrepresentations concerning the payment of the unpaid termination benefits.

c. Illinois Seven-Up Bottling Company v. William J. Joyce, Jr., W77G 1394 CH, is pending in the Circuit Court of the 12th Judicial Circuit, Will County. In this action, plaintiff's brother is being sued by Illinois for sums alleged to have been wrongfully taken from the corporation

51. The refusal to investigate Thomas P. Joyce and the actions taken adversely affecting plaintiff's family, upon information and belief based upon the facts alleged, are part of a conspiracy by the individual defendants to conceal the wrongdoing of Thomas P. Joyce and other defendants. In contrast, defendants have vigorously pursued the alleged wrongdoing of plaintiff's brother, as alleged in paragraph 50 herein.

52. The futility of making further demands on the Board of Directors (consisting of the nine individual defendants plus plaintiff's father) is manifested by the control of these individuals over JBI and its subsidiaries, their refusal to conduct a good faith investigation of wrongdoing, and their actions against plaintiff and her

family which were designed to discourage this litigation and to punish plaintiff for pursuing this action. Plaintiff and her family have been effectively removed from having any input into the management and operation of the company.

53. In addition, the futility of making demands on the Board of Directors is manifested by the involvement of their individual Directors, and especially the involvement of Joyce family members, in the wrongdoing alleged in paragraphs 54 through 63 herein.

54. Upon information and belief, JBI and its subsidiaries, under the supervision and direction of defendants Sidney P. Mudd and Philip A. Schaack, have expended monies for political purposes in violation of the Federal Election Campaign Act, Pub. L. 92-225, 86 Stat. 11, as amended (codified at 2 U.S.C. §431, et. seq.), and the Federal Election Campaign Act Amendments of 1976, Pub. L. 94-283, 90 Stat. 475 (May 11, 1976), and in so doing have violated their fiduciary duties to JBI and its subsidiaries. This information and belief is based on information supplied by a former member of the Board of Directors of JBI and its subsidiaries.

55. The details of the activities complained of herein may be ascertained from books and records of JBI and its subsidiaries which are in the exclusive control of defendants. Specifically, some of this information may be ascertained from the expense accounts of Philip A. Schaack.

Plaintiff has been informed that an employee of Illinois has observed Philip A. Schaack on June 23, 1977 taking all his expense account records for 1972 through June, 1977 from the offices of Illinois, and removing these records in his automobile. Upon information and belief, Schaack's removal of these records was for the purpose of concealing his wrongdoing.

56. The following monies, upon information and belief as alleged in paragraph 54, have been wrongfully expended under the supervision and direction of Sidney P. Mudd and Philip A. Schaack:

a. Payment of full salary to Philip A. Schaack as President of Illinois, while Schaack devoted at least two months during 1972, 1974, and 1976 as campaign manager for a candidate for United States Congress, and during such time neglected his duties at Illinois.

b. Reimbursing Philip A. Schaack for trips to Washington, D.C., which were not business related, but rather connected solely with his duties as campaign manager for a United States Congressman.

c. Payment of postal expenses for a congressional candidate's mailing expenses in 1972.

d. Payment of salaries to Illinois secretaries who for several weeks in 1972, 1974, and 1976 worked exclusively on a congressional candidate's campaign mailing.

e. Payment of bills incurred as a result of

victory celebration parties held for a congressional candidate in 1972, 1974, and 1976.

f. Reimbursement for Illinois officers' cash contributions to a congressional candidate. The contributions were made at the request of Schaack along with Schaack's instruction to add the amount of contribution to their monthly expense account so that they could be fully reimbursed by Illinois.

57. Upon information and belief, each individual defendant herein has participated in gross corporate waste, negligent mismanagement, and violation of their fiduciary duties in their dealings for JBI and its subsidiaries with Transervice Lease Corporation, as described below. This information and belief is based upon the report of a former director and officer of JBI. The details of the activities complained of herein may be found in the books and records of JBI and its subsidiaries which are in the exclusive control of defendants.

a. Transervice Lease Corporation ("TLC") is a Delaware corporation formed March 25, 1969, engaged in the business of leasing equipment and trucks.

b. The Joyce family operating companies, pursuant to a plan approved by their respective Boards of Directors, began in 1969 to sell a substantial portion of their then owned fleet of trucks and other equipment to TLC. This plan presented to the Board of Directors by defendant Mudd included the following promised

benefits to the operating companies: increased working capital, economies resulting from TLC's expertise in fleet management, and the opportunity for shareholders of the Joyce operating companies to purchase 50% of TLC's shares.

c. Based upon the foregoing representations of Mudd as to the benefits to the company, the Boards of Directors approved the plan subject to review by their then counsel, William J. Collier. Collier reviewed and approved the plan.

d. Defendant John M. Joyce decided which Joyce shareholders would be permitted to purchase TLC shares and how many shares they would be permitted to purchase. In deciding the distribution of TLC shares, John M. Joyce excluded some shareholders from the opportunity to invest in TLC, and did not provide the opportunity on a pro rata basis to then existing Joyce shareholders. Whereas individual defendants owned approximately 55% of the outstanding shares of the Joyce companies, they were offered, and did purchase, approximately 80% of the shares of TLC that were distributed to Joyce shareholders.

e. The sale of the Joyce fleets to TLC was at a price well below market value.

f. Since TLC was unable to arrange its own financing, defendant Collier arranged for payment by TLC of the Joyce fleet from the proceeds of loans made

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by TLC but guaranteed by the Joyce companies. Collier negotiated the necessary loans.

g. TLC has proceeded to lease back the purchased items to the Joyce companies at prices exceeding the going rates. These leases have been entered into, and renewed, without competitive bidding.

h. Defendants Thomas P. Joyce and Sidney P. Mudd have spent company time soliciting business for TLC and charging their expenses related thereto to the Joyce companies.

i. Plaintiff's father was a director of TLC but did not attend directors' meetings from 1969 through most of 1974. Rather, he relied entirely on his brother, John M. Joyce, for information concerning TLC.

j. The original underpriced sale at unfavorable terms, the exorbitant leaseback, the conflict in interest caused by the dual ownership relation, the uneven distribution of shares by John M. Joyce, and the Joyce companies' payment of TLC expenses constitute corporate waste, negligent management, diversion of corporate opportunity, and violation of fiduciary duties on the part of defendants John M. Joyce, Thomas P. Joyce, Sidney P. Mudd, and William J. Collier, Jr. Plaintiff has been informed and believes that the other individual defendants knew of and approved the wrongdoing complained of herein, and thereby violated their corporate fiduciary duties.

Other Violations of Fiduciary
Duties of Thomas P. Joyce, John M.
Joyce, William J. Collier, Jr.
James T. Norris and Philip A. Schaack

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58. Upon information and belief, since 1969, and for some time prior thereto, defendant Thomas P. Joyce ("Thomas"), in violation of his fiduciary duties to the company, has utilized his position as chief executive and operating officer of Chicago to divert substantial funds and assets of JBI and of Chicago to his own personal benefit. This information and belief is based upon information obtained from past and present members of JBI's Board of Directors, past and present employees of JBI and its subsidiaries, including individuals with direct involvement with and knowledge of the keeping of JBI's books and records, and individuals who have worked with Thomas P. Joyce. This information has been confirmed in part, and added to, by private investigators retained by plaintiff's attorneys. The exact dates, amounts, and other details of the activities complained of herein may be ascertained from the books and records of JBI and Chicago which are within the exclusive control of defendants herein. These defendants have refused to permit an examination and audit of these books and records. Specifically, and without limiting the generality of the foregoing allegations:

- a. Employees on Chicago's payroll have been directed by Thomas to perform personal services for

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him, services which involved a substantial portion of their working hours over a substantial period of time. These employees have performed plumbing, electrical, and carpentry work at Thomas' personal residence, and have generally performed work remodeling and maintaining Thomas' residence. An employee of Chicago has for a substantial period of time been employed nearly full time at Thomas' residence. All of these employees were paid for performing these services from the Chicago payroll at Thomas' direction.

b. Thomas has purchased non-business goods and services and arranged for these goods and services to be billed to Chicago. Expensive landscaping of Thomas' personal residence has been billed to and paid for by Chicago.

c. Thomas and members of his family have purchased several expensive gifts for personal acquaintances with company funds. Plaintiff has been informed that some of these gifts were purchased from "Marshall Field" and "Neiman Marcus".

d. Thomas has arranged for payment of personal entertainment bills with company funds. This included payments of Thomas' personal expenditures at Exmoor Country Club and Chicago Athletic Club. Although Thomas has seldom been called upon to provide business entertainment, the company paid several thousand

dollars a year to these country clubs for expenses that Thomas submitted as business expenses.

e. Automobiles have been purchased for Thomas and members of his family using funds provided by Chicago.

f. Thomas has taken business trips in his capacity as a member of the Board of Directors of other corporations that bear no relation to the business of JBI or its subsidiaries, and has charged JBI and its subsidiaries for the expenses from these trips.

g. The extent of Thomas' foregoing misappropriation from JBI and its subsidiaries was such that a former accountant of Chicago has reported that he would weekly come across invoices submitted for payment that would strongly suggest personal goods or services were being provided for Thomas and paid for by the company.

h. In addition to the incurring of the foregoing expenditures, upon information and belief, during the period of 1969 to date, Thomas has taken active steps to conceal the nature and extent thereof, by directing that invoices be altered, by charging large single expenses to several different accounts, and otherwise. The former accountant of Chicago has reported that Thomas on occasions gave directions to employees of Chicago to alter invoices in a manner designed to disguise Thomas' misappropriation.

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59. In addition to the malfeasance hereinabove described, upon information and belief Thomas has at all times performed his job as chief executive officer of Chicago in an incompetent manner. This information and belief is based upon information obtained from a past member of the Board of Directors of JBI and its subsidiaries and past employees of JBI and its subsidiaries. Many specifics and details of the items below may only be obtained from an examination and audit of the books of JBI and its subsidiaries, which defendants have refused to permit. Thomas has failed to competently perform his duties as follows:

a. He has not devoted his full business time to the affairs of Chicago and JBI.

b. He has failed to appear for appointments and scheduled staff meetings.

c. He has knowingly incurred expenditures on behalf of Chicago which exceeded by more than \$200,000 the expenditures authorized by the Board of Directors in connection with the development of a new product known as "Sooper Sip".

60. Plaintiff has been informed and believes that from 1969 through May, 1977 John M. Joyce has charged JBI and its subsidiaries for personal expenses incurred, and that JBI has paid these expenses. This information and belief is based upon information supplied by past and present employees. Some of these expenditures have been verified

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against records of payments made by JBI to an aircraft leasing company. The details of the activities complained of herein may be found in the books and records of JBI, which are in the exclusive control of defendants.

61. In 1975, upon information and belief, James T. Norris used a company car and charged personal expenses to JBI during a two month personal vacation. In so doing, Norris violated his fiduciary duties as a Director of JBI. This information and belief is based upon reports of present and past employees of JBI. Further details concerning this use of company funds for personal use may be ascertained from books and records of JBI and its subsidiaries, which are in the exclusive control of defendants.

62. In 1976, upon information and belief, Philip A. Schaack converted several thousand dollars of Illinois funds by purchasing an automobile for his own personal use from Illinois at a price far below fair market value, and by arranging for expensive repairs to the automobile to be paid for by Illinois. This information and belief is based upon information provided by a former employee of Illinois and upon invoices of Frank Brown Cadillac, Inc. and Illinois Purchase Requisition and Voucher Ticket statements. The aforesaid scheme constitutes a violation of Schaack's fiduciary duties as an officer and Director of Illinois.

63. Plaintiff has been informed and believes that William J. Collier has received some personal services paid for by JBI. The source of this information is an employee of JBI.

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64. As a result of falsification and confiscation of books and records and the complexity of the transactions complained of herein, a detailed accounting is required to establish the exact amounts of money owed to JBI and its subsidiaries.

WHEREFORE, plaintiff prays as follows:

A. That an independent audit and accounting be made of the books and records of JBI and its subsidiaries to determine the amounts owed JBI and its subsidiaries by each of the individual defendants herein;

B. That judgment be entered against John M. Joyce, Thomas P. Joyce, William J. Collier, James T. Norris, and Philip A. Schaack for all sums that each individually misappropriated from JBI and its subsidiaries;

C. That judgment be entered against Thomas P. Joyce for all sums charged by him to JBI and its subsidiaries for business expenses not relating to the business of JBI and its subsidiaries;

D. That judgment be entered against each individual defendant for all sums negligently expended in connection with the "Sooper Sip" investment;

E. That plaintiff, for the benefit of JBI and its subsidiaries, have such further relief as the Court may deem proper; and

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F. That the plaintiff be awarded reasonable attorneys' fees and the costs incurred in prosecuting this action.

COUNT II

1-52. Plaintiff realleges paragraphs 1 through 52 of Count I in haec verba as paragraphs 1 through 52 of Count II.

53. In addition, the futility of making demands on the Board of Directors is manifested by the involvement of their individual members, and especially the involvement of Joyce family members in the wrongdoing alleged in paragraphs 54 through 63 herein.

54-60. Plaintiff realleges paragraphs 57 through 63 of Count I in haec verba as paragraphs 54 through 60 of Count II.

Violation of Fiduciary Duties in
Illegal Political Contribution Scheme

61-63. Plaintiff realleges paragraphs 54 through 56 of Count I in haec verba as paragraphs 61 through 63 of Count II.

64. Plaintiff realleges paragraph 64 of Count I in haec verba as paragraph 64 of Count II.

WHEREFORE, plaintiff prays as follows:

A. That an independent audit and accounting be made of the books and records of JBI and its

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subsidiaries to determine the amounts owed JBI and its subsidiaries by each of the individual defendants herein;

B. That judgment be entered against Sidney P. Mudd and Philip A. Schaack for all sums expended by JBI and its subsidiaries for unlawful political contributions;

C. That plaintiff, for the benefit of JBI and its subsidiaries, have such further relief as the Court may deem proper; and

D. That the plaintiff be awarded reasonable attorneys' fees and the costs incurred in prosecuting this action.

COUNT III

1-52. Plaintiff realleges paragraphs 1 through 52 of Count I in haec verba as paragraphs 1 through 52 of Count III.

53. In addition, the futility of making demands on the Board of Directors is manifested by the involvement of their individual members, and especially the involvement of Joyce family members in the wrongdoing alleged in paragraphs 54 through 63 herein.

54-56. Plaintiff realleges paragraphs 54 through 56 of Count I in haec verba as paragraphs 54 through 56 of Count III.

57-62. Plaintiff realleges paragraphs 58 through 63 of

Count I in haec verba as paragraphs 57 through 62 of
Count III.

Wrongdoing Relating to Dealings
With Transervice Lease Corporation

63. Plaintiff realleges paragraph 57 of Count I in
haec verba as paragraph 63 of Count III.

64. Plaintiff realleges paragraph 64 of Count I in
haec verba as paragraph 64 of Count III.

WHEREFORE, plaintiff prays as follows:

A. That an independent audit and accounting be
made of the books and records of JBI and its
subsidiaries to determine the amounts owed JBI and its
subsidiaries by each of the individual defendants
herein;

B. That judgment be entered against each
individual defendant for all losses incurred by JBI and
its subsidiaries resulting from its sales and lease
transactions with Transervice Lease Corporation;

C. That judgment be entered against Thomas P.
Joyce and Sidney P. Mudd for all sums incurred in
soliciting customers for Transervice Lease Corporation
and paid for by JBI and its subsidiaries;

D. That plaintiff, for the benefit of JBI and its
subsidiaries, have such further relief as the Court may
deem proper; and

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E. That the plaintiff be awarded reasonable attorneys' fees and the costs incurred in prosecuting this action.

COUNT IV

1-64. Plaintiff realleges paragraphs 1 through 64 of Count I in haec verba as paragraphs 1 through 64 of Count IV.

Wrongdoing Relating to
Payment of Excessive Compensation

65. The cessation of dividends, coupled with the approval and payment of extraordinary bonuses and salary increases, as alleged in paragraphs 47, 48, and 49 herein, constitute self-dealing, corporate waste, and violation of the individual defendants' fiduciary duties.

WHEREFORE, plaintiff prays as follows:

A. That an independent audit and accounting be made of the books and records of JBI and its subsidiaries to determine the amounts owed JBI and its subsidiaries by each of the individual defendants herein;

B. That judgment be entered against each individual defendant for all sums that each has been wrongfully paid in executive bonuses and salary increases since September 1, 1976;

C. That plaintiff, for the benefit of JBI and its subsidiaries, have such further relief as the Court may deem proper; and

D. That plaintiff be awarded reasonable attorneys' fees and the costs incurred in prosecuting this action.

COUNT V

1-64. Plaintiff realleges paragraphs 1 through 64 of Count I in haec verba as paragraphs 1 through 64 of Count V.

65. Upon information and belief, the actions of defendants Thomas P. Joyce, John M. Joyce, James T. Norris, Philip A. Schaack, and William J. Collier, Jr. alleged herein were performed knowingly and fraudulently, and were done for the purpose of depriving and diverting assets, funds, and benefits of JBI and its subsidiaries to the aforesaid defendants for their personal gain.

66. Plaintiff is entitled to punitive damages against Thomas P. Joyce, John M. Joyce, James T. Norris, Philip A. Schaack, and William J. Collier, Jr. for the purpose of punishing said defendants and deterring others from performing similar acts in the future.

WHEREFORE, plaintiff prays as follows:

A. That judgment be entered against defendant Thomas P. Joyce in the amount of \$1,000,000 as punitive damages, and that judgment be entered in the amount of \$250,000 individually against defendants John M. Joyce,

William J. Collier, Jr., James T. Norris, and Philip A. Schaack as punitive damages;

B. That plaintiff for the benefit of JBI and its subsidiaries have such further relief as the Court may deem proper; and

C. That plaintiff be awarded reasonable attorneys' fees and the costs incurred in prosecuting this action.

PLAINTIFF DEMANDS A JURY TRIAL

Jill Kasselmann, on her own behalf
and on behalf of all stockholders
of Joyce Beverages, Inc.

By _____
One of Her Attorneys

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HAROLD A. MUCHIN
RONALD A. GONNORS

GERALD H. GALLER
MICHAEL W. ZAVIS
HOWARD L. PEARL
DONALD E. EGAN
ALAN H. GITTLE
HOWARD M. MUCHIN
STEPHEN M. MUCHIN
DONALD H. MUCHIN
STEVEN A. LAMBERT
ALAN S. FINGER
MICHAEL A. MUCHIN
JEFFREY K. MUCHIN
LEE HARRIS
DAVID J. MUCHIN
DAVID L. MUCHIN
ROBERT C. MUCHIN
SHELDON L. MUCHIN
NORMAN S. MUCHIN
DANIEL H. MUCHIN
MURRAY LEE GORDON

JOHN J. MUCHIN
COUNSEL

HOWARD A. WEISS
JOHN H. MUCHIN
MICHAEL E. MUCHIN
OF COUNSEL

HOWARD A. MUCHIN
(1905-1974)

CHARGE - "ATLAW"

September 28, 1976

William J. Collier, Esq.
Vice President-General Counsel
Joyce Beverages, Inc.

DELIVERED BY HAND

Dear Mr. Collier:

Pursuant to discussions between our client, William J. Joyce, Sr., and his brother John H. Joyce in Bluewater, Wisconsin on September 3, 1976, we are delivering herewith the following documents relating to the audit of Chicago Seven-Up Bottling, Inc., Illinois Seven-Up Bottling Co. and Madison Seven-Up Bottling Co.:

1. Memorandum of proposed procedures for review of executive expenditures;
2. Proposed Form of Release Agreement;
3. Proposed form of engagement letter for auditors.

While the procedures which our client has outlined are submitted for review, we believe that it is appropriate to point out that they do represent what he regards as minimal standards to insure that the audit is a meaningful one and that it accomplishes the purposes to which it is directed. Should you, as house counsel, or the outside counsel whom we are advised you have retained, have any comments in regard to these enclosures, we would naturally expect that they be transmitted through this Firm.

Yours truly,

RATTEN, MUCHIN, GITTLE,
ZAVIS, PEARL & GALLER

Donald E. Egan

DEE:ed
Enclosures

EXHIBIT A

780400012835

MEMORANDUM

TO: John M. Joyce

FROM: William J. Joyce

DATE: September 28, 1976

RE: OUTLINE OF PROPOSED PROCEDURES FOR
REVIEW OF EXECUTIVE EXPENDITURES

1. Tom Joyce Interview.

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The first step should be for you and I to sit down privately with Tom and inform him that questions have been raised concerning his personal expenditures charged to the company, and that the company expects to conduct an audit of such expenditures for the period 1969-76. He should be asked if he has anything he wishes to disclose and whether we expect there is anything improper which will be disclosed. If there is no such disclosure, he should be informed that Bill has been asked to prepare a confidential report to the auditors concerning the evidence he has assembled (see ¶2), and that it is requested that Tom sign a release as to any claims based on the report (and that Bill has done the same for a similar report to be prepared by Norris).

2. Preparation of Reports.

The next step is the preparation of a confidential report by Jim Norris on his findings with respect to his recently completed investigation of Bill, and a similar report on Tom to be prepared by Bill. Each report will be delivered only to the auditors, and should be prepared with complete specificity as to names, dates, addresses, etc. so as to enable the auditors to verify the specific

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charges which have been lodged. The report should be addressed to the auditors hereinafter identified and the preparers should be instructed to deliver the reports directly to the auditors upon completion of the engagement arrangement with them (see ¶3).

3. Identity of Auditors.

I propose that the audit be conducted jointly by Murphy, Lanier & Quinn and Arthur Andersen & Co., who have been retained by my family at times on various matters. I would recommend Earl Ballard of the MLQ as the senior on the matter for that firm, and Ron Kaminski of AA will supply us with the name of an appropriate senior for their firm.

The employment of the auditors and the scope of their employment will be set forth in an engagement letter in substantially the form enclosed herewith.

4. Supervision of Audit.

I suggest that you and I serve as an informal committee to deal with the auditors on this matter. All communications from the auditors should be directed in writing to both of us or communicated orally only to the two of us.

Our sole function will be to respond to questions put to us about the audit, and we will not be privy at any time to the actual

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investigation or the auditors' findings until issuance of their report.

5. Support Personnel.

The auditors may be required to retain investigative personnel to conduct personal interviews, search records, etc., and they should be authorized to do so. Also, there may be certain legal matters which arise in the course of the audit, and we should agree on a law firm to which such questions can be referred.

6. Personal Interviews.

A substantial portion of the audit will consist of the development of evidence from interviews with employees, ex-employees and outsiders. When such an interview is required, the auditors will be requested to notify us, and you will sign a letter addressed to the interviewee requesting of him that he give his full cooperation to the interview (the form of this letter can be agreed to in advance by us).

Also, some potential interviewees will request reimbursement for legal fees or even some compensation. That should be taken up by us jointly on a case by case basis.

7. Expenses.

The expenses incurred in connection with the audit shall be borne by the companies.

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8. Timing.

The auditors shall be requested to complete their investigation and prepare a confidential written report on their findings addressed to you and me by December 15, 1976. The priority in terms of time shall be on the Chicago review, with the Illinois and Madison reviews having a lower time priority in the event of time pressure.

9. Disposition of Results.

We will make every conceivable effort to keep both the investigation and the results thereof confidential. However, to be realistic, we must realize that this will be quite difficult. Moreover, I see no alternative to informing the Board of Directors of the audit, inasmuch as the companies will be bearing what may be a substantial expense. I do feel, however, that the contents of the report of the auditors should be kept confidential so long as you and I agree on the ultimate actions to be taken as a result thereof.

RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

A. Thomas P. Joyce ("Thomas") is the chief operating officer of Chicago Seven-Up Bottling Co. ("Chicago").

B. William J. Joyce, Jr. ("William"), until his recent resignation, has been an officer of Illinois Seven-Up Bottling Co. ("Illinois") and Madison Seven-Up Bottling Co. ("Madison").

C. There has been called into question recently the propriety of certain expenses charged to Chicago, Illinois and Madison at the direction of William and Thomas and certain other activities of William and Thomas.

D. Directors of Chicago, Illinois and Madison have determined that a full audit of the expenditures of said companies for the period 1969-76 shall be conducted by the accounting firms of Murphy, Lanier & Quinn ("MLQ") and Arthur Andersen & Co. ("Andersen").

E. In connection with said audit and at the request of John M. Joyce and William J. Joyce, James Norris ("Norris"), a director of Joyce Beverages, Inc. ("JBI"), the parent parent of Chicago, Illinois and Madison, has been asked to

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submit to MLQ and Andersen a written report of his investigation of the activities of William ("the Norris Report"), and William has been asked to submit a similar report of the activities of Thomas ("the Joyce Report").

NOW THEREFORE, IN CONSIDERATION OF THE RELEASE OF THE OTHER SIGNATORY HERETO CONTAINED HEREIN, THOMAS AND WILLIAM AGREE AS FOLLOWS:

1. Thomas does hereby release and forever discharge William, John M. Joyce, William J. Joyce, MLQ, Andersen, JBI, Illinois, Chicago and Madison, and their respective heirs, executors and administrators, of and from any of the following ("Claims"): all actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, controversies, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity (including any and all Claims based on libel, slander or interference with contractual relations) which have arisen or may arise in the future out of the preparation or submission of the Joyce Report and the conduct of the audit hereinabove referred to; provided, however, such release shall not apply to any person, firm or corporation which uses any information contained or discovered in connection with the Joyce Report or said audit for any purpose other than a valid corporate purpose of JBI or any subsidiary thereof (for purposes hereof, any investigation of alleged wrongdoing by an employee of JBI or a subsidiary thereof against his employer shall

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be conclusively deemed to be a valid corporate purpose thereof).

2. William does hereby release and forever discharge Norris, John M. Joyce, William J. Joyce, MLQ, Andersen, JBI, Illinois, Chicago and Madison, and their respective heirs, executors and administrators, of and from any and all Claims (including any and all Claims based on libel, slander or interference with contractual relations) which have arisen or may arise in the future out of the preparation or submission of the Norris Report and the conduct of the audit hereinabove referred to; provided, however, such release shall not apply to any person, firm or corporation which uses any information contained or discovered in connection with the Norris Report or said audit for any purpose other than a valid corporate purpose of JBI or any subsidiary thereof (for purposes hereof, any investigation of alleged wrongdoing by an employee of JBI or a subsidiary thereof against his employer shall be conclusively deemed to be a valid corporate purpose thereof); provided, further, that nothing herein shall be deemed to impair any obligations of JBI, Illinois or Madison or other affiliate thereof to William given as consideration for his resignation, including but not limited to that certain memorandum entitled "Terms of Resignation" signed by John M. Joyce and dated August 5, 1976.

WITNESS our signatures and seals this _____ day of _____, 1976.

(SEAL)
Thomas P. Joyce

(SEAL)
William J. Joyce

STATE OF ILLINOIS)
)ss.
COUNTY OF C O O K)

78040012843
This is to certify that THOMAS P. JOYCE, personally known to me to be the same person whose name is subscribed to the foregoing release appeared before me, _____, a notary public this _____ day of _____, 1976, and expressly acknowledged to me the execution of said foregoing release as his free and voluntary act, receipt of consideration as recited therein, and that he understood the foregoing release to be a General Release and intended to be legally bound by the same.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
)ss.
COUNTY OF C C O K)

This is to certify that WILLIAM J. JOYCE, JR., personally known to me to be the same person whose name is subscribed to the foregoing release appeared before me, _____, a notary public this _____ day of _____, 1976, and expressly acknowledged to me the execution of said foregoing release as his free and voluntary act, receipt of consideration as recited therein, and that he understood the foregoing release to be a General Release and intended to be legally bound by the same.

Notary Public

My Commission Expires: _____

PROPOSED FORM OF ENGAGEMENT LETTER

[JBI LETTERHEAD]

Murphy, Lanier & Quinn
135 South LaSalle Street
Chicago, Illinois

Arthur Andersen & Co.
69 West Washington Street
Chicago, Illinois

Gentlemen:

In recent weeks, serious charges have been made against two of our officers, William J. Joyce, Jr. ("William"), a former officer of our subsidiaries, Illinois Seven-Up Bottling Co. ("Illinois") and Madison Seven-Up Bottling Co. ("Madison"), and against Thomas P. Joyce ("Thomas") an officer of Chicago Seven-Up Bottling Co. ("Chicago"). The charges relate to alleged misappropriations of corporate funds and personnel for personal use. We have come to the reluctant conclusion that a full investigation of the accuracy of these charges is necessary, and by this letter we would like to engage your firms to conduct such investigation jointly. In addition, if anyone at Murphy, Lanier & Quinn at present has any information concerning improper expenditures, we would like to be so informed at once.

You will shortly be receiving a written report from William concerning the results of an investigation he has been conducting concerning the charges against Thomas. James Norris will prepare and submit a similar report on his investigation of William's activities. These reports will be addressed to your firms and should be kept completely confidential by you (to the extent that even the undersigned are not entitled to examine them).

The scope of your engagement is as follows:

1. A complete review of the propriety of the expenditures of Chicago, Illinois and Madison for the period 1969-76, with particular emphasis on those areas raised in the reports you will receive.
2. Verification or repudiation of the charges contained in the reports.
3. Determination as to whether active steps were taken to conceal improper activities.

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In performing your investigation, you will be authorized to do the following:

A. Review the financial records of the three corporations and the parent.

B. Interview employees, ex-employees and third parties for purposes of establishing the propriety of expenditures and use of company personnel. To the extent that you require investigative support to conduct interviews, you are authorized to retain such support. You will be supplied with an authorization letter addressed to any interviewee signed by John M. Joyce for purposes of enlisting cooperation.

C. If you feel you require counsel, we will mutually agree on a firm to act in that capacity.

D. Prepare and submit to the undersigned a confidential report of your findings in such form as you deem appropriate.

We would like to have your report in our hands by December 31, 1976. In the event of any time pressure, you are to give the review of Chicago highest priority.

We ask that any communication to any of the undersigned be in writing addressed to us as follows:

To John M. Joyce:

To William J. Joyce:

or by face to face conversation at which we are both present. We also ask that you maintain the confidentiality of the investigation to as great an extent as possible.

We enclose a Release Agreement which has been executed by William and Thomas which we believe you will find satisfactory.

If the foregoing engagement is acceptable, kindly sign and return the enclosed counterparts of this letter to each of the undersigned.

Yours truly,

John M. Joyce

William J. Joyce

The foregoing engagement is acceptable.

MURPHY, LANIER & QUINN

By: _____

ARTHUR ANDERSEN & CO.

By: _____

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JOYCE BEVERAGES INC.

JOYCE ROAD • NEW ROCHELLE, NEW YORK 10802
914-632-7050

WILLIAM J. COLLIER, JR.
VICE PRESIDENT & GENERAL COUNSEL

September 30, 1976

Donald E. Egan, Esq.
Katten, Muchin, Gittles, Zavis, Pearl & Galler
4100 Mid-Continental Plaza
55 East Monroe Street
Chicago, Illinois, 60603

Dear Mr. Egan:

I am responding to your letter of September 28, 1976 on behalf of John M. Joyce, to whom the enclosed memorandum was addressed, as well as Joyce Beverages Inc., including its various subsidiaries.

Without going into specifics on the enclosures to said letter, they are novel, but in no way serve the best interests of the corporation. Any conclusions or implied agreements contained therein are rejected as unfounded.

Please be further advised that it is the intention of Joyce Beverages Inc., to retain the services of Murphy, Lanier & Quinn for the purpose of amending the corporate tax returns for all open years. They will conduct whatever review and/or audit they deem necessary for an independent third party analysis and amendment of said open returns. If you so desire, we will advise you of any determinative results obtained.

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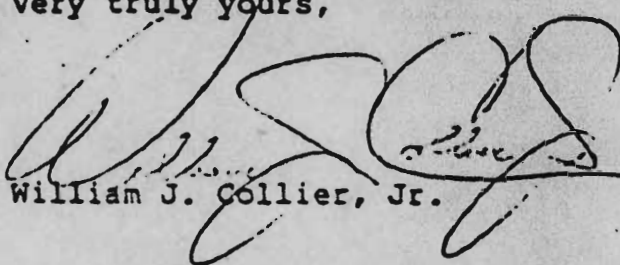
TUP • DIET TUP • DR PEPPER • SUGAR FREE DR PEPPER • ROYAL CROWN COLA • DIET-RITE COLA • NEHI • ORANGE CRUSH
HIRES • SQUIRT • DAD'S • TRU-ACE • FROSTIE • BROWNIE • HOWDY • NESTEA
NEW YORK • CHICAGO • WASHINGTON • JOLIET • MADISON

EXHIBIT

B

All communications relative to matters between Joyce Beverages Inc., and your clients should be directed to my attention as General Counsel.

Very truly yours,


William J. Collier, Jr.

WJC:mf

cc: W. J. Joyce
J. M. Joyce
Cummings & Lockwood
Murphy, Lanier & Quinn
Audit Committee

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JURATS


STATE OF TEXAS §

§


COUNTY OF HARRIS §

VERIFICATION

Jill Kasselmann, being duly sworn on oath deposes and states that she is the Plaintiff in this cause and that she has read the foregoing complaint and that it is true and accurate, except as to such matters as are alleged on information and belief and as to such matters, she believes them to be true and accurate on such information and belief.


Jill Kasselmann

SUBSCRIBED and SWORN to before me this 27th day of June, 1977.


NOTARY PUBLIC in and for
Harris County, TEXAS

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Amended, Supplemented Complaint were served on David P. Schippers, Esq., Schippers, Betar, Lamendella & O'Brien, 79 W. Monroe Street, Chicago, Illinois 60603 and Matt P. Cushner, Esq., Sheldon Davidson, Esq., Pedersen & Houpt, 180 N. LaSalle St., Chicago, Illinois 60601 this 29th day of June, 1977 by messenger delivery.

Irving B. Levinson

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Exhibit IV

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IN THE CIRCUIT COURT OF THE 13TH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

WILLIAM J. JOYCE, JR.,)

Plaintiff,)

v.)

No.)

JAMES T. NORRIS and)
JOHN M. JOYCE,)

Defendants.)

W76G 3374 L

COMPLAINT

Plaintiff, William J. Joyce, Jr., by his attorneys,
Katten, Muchin, Gittles, Zavis, Pearl & Galler and George P.
Troha, states for his Complaint against defendants James T.
Norris and John M. Joyce as follows:

COUNT I

1. Plaintiff is a resident of Will County, Illinois.
At all times prior to the publication of the matters herein-
after complained of, plaintiff was a person of good name,
fame and reputation in his community.

2. Defendant James Norris (hereinafter referred to as
"Norris") was at the times complained of herein, and still is,
a Vice-President, Treasurer and Director of Joyce Beverages,
Inc. ("JBI").

3. Defendant John M. Joyce ("Defendant Joyce") was at
the times complained of herein, and still is, Chairman of
the Board of JBI.

4. Plaintiff was, until August 5, 1976, a Vice-President
and Director of JBI and its wholly-owned subsidiaries, Illinois
Seven-Up Bottling Co. (hereinafter referred to as "Ill.
Seven-Up") and Madison Seven-Up Bottling Co. His successful

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employment in said positions and in regard to his own private investments and unrelated business opportunities was dependent on his good name and reputation for honesty and integrity.

5. On or about July 1, 1976 Defendant Joyce directed Norris to investigate plaintiff for the purpose of obtaining information that could be used to impair plaintiff's good name and reputation for honesty and integrity, thereby prejudicing plaintiff in the successful conduct of his employment.

6. On or about July 24, 1976 Norris, without the knowledge or consent of plaintiff, went to the premises of Ill. Seven-Up in Joliet, Illinois for the purpose of conducting his investigation of plaintiff. Norris continued the investigation throughout the business week commencing July 26, 1976 and made no effort to maintain the confidentiality of the nature of his investigation.

7. During and subsequent to the aforesaid investigation, Norris deliberately, maliciously and unjustifiably did make the following defamatory statements in Joliet, Illinois to employees of Ill. Seven-Up, to wit:

a. On July 29, 1976. to E. A. Hauert, Jr.,
Assistant Controller of Ill. Seven-Up:

(1) "Everett, we have known for some time that Bill Joyce, Jr. has been a liar and is stealing from the organization, so we are out to get him -- that is, remove him."

(2) "The magnitude of this search is approaching \$100,000, which is well over the \$20,000 mentioned to you before. However, don't quote me on this for I have yet to verify all of the documents, but it must be at least \$85,000. So what I'm saying to you, Ev, is that we have a situation here that goes

beyond the fringe benefit area. It is embezzlement and theft or whatever."

b. On Thursday, July 29, 1976, to Marian P. Mahalik, a secretary employed by Ill. Seven-Up:

"I would say that Bill Joyce, Jr. bilked this company for one hundred grand."

8. Subsequent to July 26, 1976, Norris communicated with various representatives of the Union National Bank, Joliet, Illinois, and stated to them that plaintiff had misappropriated substantial funds from JBI and its subsidiaries

9. The statements made by Norris, as stated in Paragraphs 7 and 8 herein, were all directed to refer to plaintiff, and to falsely accuse plaintiff of embezzlement, theft and misappropriation of funds from JBI and its subsidiaries.

10. These statements were made with knowledge of their falsity or in reckless disregard for their truth or falsity, and Norris did not inquire of plaintiff as to the truth or falsity of these statements before publishing them.

11. As a result of the foregoing defamatory statements by Norris:

a. Plaintiff has been forced to resign his position with JBI and its subsidiaries;

b. Plaintiff's long-standing banking relationship with Union National Bank and the terms on which said bank loans funds to plaintiff, have been adversely affected;

c. Plaintiff's relationships with other financial institutions have been materially and adversely affected;

d. Plaintiff has been deprived of business opportunities which he would otherwise have had;

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c. Plaintiff's reputation, credit, and standing in the community have been irreparably injured, and he has suffered grievous embarrassment.

WHEREFORE, plaintiff prays that this Court enter a judgment for plaintiff against defendant James T. Norris, in the sum of \$1,000,000 as compensatory damages and \$5,000,000 as punitive damages, together with the costs of this action.

COUNT II

1-11. Plaintiff hereby realleges Paragraphs 1 through 11 of Count I of this Complaint as Paragraphs 1 through 11 of Count II of this Complaint.

12. On August 5, 1976, Defendant Joyce traveled to Joliet, Illinois and requested a meeting with plaintiff. The meeting was also attended by plaintiff's father, William J. Joyce.

13. At that meeting, Defendant Joyce deliberately, maliciously and unjustifiably made the following defamatory statements in the presence of plaintiff's father:

a. "Bill, Jr. has been running a business within a business. In addition to that, he has misappropriated funds. A sizeable amount of misappropriation."

b. "I have documented evidence in excess of \$70,000 that went into his home paid for by the company."

c. "I have documented evidence on the use of the plane where we were practically paying twice for it."

14. The statements made by Defendant Joyce, as set forth in Paragraph 13 herein, were all intended to refer and did refer to plaintiff and to falsely accuse plaintiff of embezzlement, theft and misappropriation of funds from JBI and its subsidiaries.

15. These statements were made with knowledge of their falsity or in reckless disregard for their truth or falsity, and Defendant Joyce did not inquire of plaintiff as to the truth or falsity of these statements before publishing them.

16. As a result of the foregoing defamatory statements by Defendant Joyce and the actions of Morris pursuant to Defendant Joyce's directions, plaintiff's reputation for honesty and integrity has been severely damaged.

WHEREFORE, plaintiff prays that this Court enter a judgment against Defendant Joyce in favor of plaintiff in the sum of \$1,000,000 as compensatory damages and \$5,000,000 as punitive damages, together with the costs of this action.

COUNT III

1-16. Plaintiff hereby realleges Paragraphs 1 through 16 of Count II herein as Paragraphs 1 through 16 of Count III.

17. The defamatory statements made by the defendants were made pursuant to a conspiracy between the defendants. The purpose of said conspiracy was to induce JBI to demand plaintiff's resignation as an officer and director of JBI and its subsidiaries by falsely accusing plaintiff of embezzlement, theft and misappropriation of funds.

18. The aforesaid conspiracy, and all overt acts taken in furtherance thereof, were undertaken deliberately, maliciously and unjustifiably.

WHEREFORE, plaintiff prays that this Court enter a judgment against each defendant in favor of plaintiff in the amount of \$1,000,000 as compensatory damages and \$5,000,000 as punitive damages, together with the costs of this action.

Katten, Muchin, Gittles,
Zavis, Pearl & Galler
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603
(312) 346-7400

Katten, Muchin, Gittles, Zavis, Pearl & Galler
Attorneys for Plaintiff

George P. Troha, Esq.
71 North Chicago Avenue
Joliet, Illinois 60431
(815) 727-9271

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EXHIBIT IV

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DOCK

FILED

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

1976 NOV 22 PM 4 10

CLERK, U.S. DISTRICT COURT

WILLIAM J. JOYCE, JR.,

Plaintiff,

v.

No.

JOYCE BEVERAGES, INC.,
a corporation, and
JOHN M. JOYCE,

Defendants.

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COMPLAINT

Plaintiff, William J. Joyce, Jr., states for his cause of action against defendants, Joyce Beverages, Inc., a corporation, and John M. Joyce as follows:

COUNT I

1. Plaintiff is a citizen and resident of the State of Illinois and resides within this District.

2. Defendant Joyce Beverages, Inc. ("JBI") is a corporation incorporated under the laws of the State of Delaware and has its principal place of business in the State of New York.

3. Defendant John M. Joyce ("Defendant Joyce") is a citizen and resident of the State of New York.

4. The jurisdiction of this Court is based upon Title 28, United States Code, Section 1332(a) in that the parties

are of diverse citizenship and the amount in controversy exceeds the sum of \$10,000, exclusive of interest and costs.

5. From April 1, 1973 to August 5, 1976, plaintiff was a vice-president of JBI, and from September 1, 1975 to August 5, 1976 a member of its Board of Directors.

6. At all times relevant hereto Defendant Joyce was Chairman of the Board of Directors of JBI.

7. On August 5, 1976, plaintiff met with Defendant Joyce at the offices of JBI's subsidiary, Illinois Seven-Up Bottling Co. in Joliet, Illinois, within the Northern District.

8. At this meeting, Defendant Joyce, duly authorized and acting on behalf of JBI, demanded that plaintiff resign as an officer and director of JBI and its affiliates, and as consideration for plaintiff's resignation, offered plaintiff the following severance benefits:

a. Continued salary for one year at the rate of \$50,000.00 per annum payable in monthly installments on the 15th day of each month; said salary to be continued at the discretion of JBI's Board of Directors for four additional one-year periods thereafter.

b. Contribution of \$40,000.00 to Maplebrook School or other institution for the care of plaintiff's child, Jamie M. Joyce.

c. Transfer to plaintiff of a certain "split dollar" insurance in the sum of \$200,000.00.

d. Continued participation in JBI's Profit-Sharing Plan until March 31, 1977.

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e. Transfer of three club memberships to plaintiff.

9. A memorandum listing each of the foregoing benefits was typed and signed by Defendant Joyce; said memorandum is attached hereto and incorporated herein as Exhibit A.

10. Relying on the foregoing inducements, and in consideration thereof, plaintiff, on August 5, 1976, submitted his written resignation as an officer and director of JBI and its affiliates.

11. Since August 5, 1976, JBI has unreasonably and vexatiously failed to perform any of the obligations to plaintiff under the agreement set forth in subparagraphs 8(a), 8(b) and 8(d), notwithstanding plaintiff's demand that it do so.

12. In addition to the foregoing severance benefits, JBI owed plaintiff at the time of his resignation accrued vacation pay in the amount of \$4,858.64 and accrued director's fees in the amount of \$3,333.33, which it has unreasonably and vexatiously failed to pay to plaintiff despite demand therefor.

13. As a direct result of JBI's actions, plaintiff has been damaged and will continue to be damaged in an amount in excess of \$100,000.00.

WHEREFORE, plaintiff prays judgment on Count I of this Complaint in his favor and against Joyce Beverages, Inc. for the amounts due and owing as aforesaid with interest and costs.

COUNT II

1-7. Plaintiff repeats and realleges Paragraphs 1 through 7 of Count I as Paragraphs 1 through 7 of Count II.

8. At this meeting, Defendant Joyce, acting individually on his own behalf and without the authorization of JBI, made the following promises of economic benefits to plaintiff ("representations") and stated to plaintiff that he was authorized by JBI to do so:

(a)-(e). Plaintiff repeats and realleges Subparagraphs 8(a) through 8(e) of Count I as Subparagraphs 8(a) through 8(e) of Count II.

9. These representations were made for the purpose of inducing plaintiff to tender his resignation.

10. At the time these representations were made, Defendant Joyce knew of the falsity of the representations in that JBI never intended to actually provide the promised benefits, but intended instead to claim the promised benefits as set-offs to alleged unspecified amounts owed by plaintiff to JBI.

11. The misrepresentations of Defendant Joyce were believed by plaintiff and he materially relied upon these misrepresentations in submitting his resignation.

12-14. Plaintiff repeats and realleges as Paragraphs 12 through 14 of Count II Paragraphs 9 through 11 of Count I.

15. These representations and the actions of Defendant Joyce in inducing plaintiff to submit his resignation constitute

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an intentional and malicious course of conduct designed to economically damage plaintiff and to deprive him of his former position.

WHEREFORE, plaintiff William J. Joyce, Jr. prays that this Court enter judgment against Defendant Joyce in such amount as shall be known to be due at trial, punitive damages in the amount of \$500,000.00, and the costs of this action.

COUNT III

1-7. Plaintiff repeats and realleges Paragraphs 1 through 7 of Count I as Paragraphs 1 through 7 of Count III.

8. At this meeting Defendant Joyce, acting as Chairman of JBI with its full authorization, made the following promises of economic benefit to plaintiff ("representations"):

(a)-(e) Plaintiff repeats and realleges Subparagraphs 8(a) through 8(e) of Count I as Subparagraphs 8(a) through 8(e) of Count III.

9. These representations were made for the purpose of inducing plaintiff to tender his resignation.

10. At the time these representations were made, JBI and Defendant Joyce knew of the falsity of the representations in that JBI never intended to actually provide the promised benefits, but intended instead to claim the promised benefits as set-offs to alleged unspecified amounts owed by plaintiff to JBI.

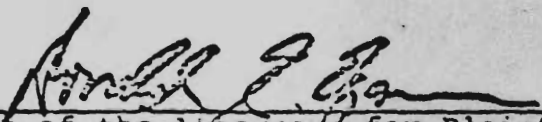
11. The misrepresentations of JBI were believed by plaintiff and he materially relied upon these misrepresentations in submitting his resignation.

12-14. Plaintiff repeats and realleges as Paragraphs 12 through 14 of Count III Paragraphs 9 through 11 of Count I.

15. These representations and the actions of JBI in inducing plaintiff to submit his resignation constitute an intentional and malicious course of conduct designed to economically damage plaintiff and to deprive him of his former position.

WHEREFORE, plaintiff William J. Joyce, Jr. prays that this Court enter judgment against JBI in such amount as shall be known to be due at trial, punitive damages in the amount of \$500,000.00, and the costs of this action.

PLAINTIFF DEMANDS TRIAL BY JURY ON ALL COUNTS



One of the Attorneys for Plaintiff

Donald E. Egan
Michael A. Reiter
Irving B. Levinson
Katten, Muchin, Gittles,
Zavis, Pearl & Galler
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603
(312) 346-7400

Exhibit VI

280-12861

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RECEIVED

WILLIAM J. JOYCE, JR.,
Plaintiff,

vs.

JOYCE BEVERAGES INC.,
a Corporation and
JOHN M. JOYCE,

Defendants.

JOYCE BEVERAGES INC.,
Counter-Plaintiff,

vs.

WILLIAM J. JOYCE, JR.,
Counter-Defendant.

JUN 20 1977

Clara J. Cunningham, Clerk
[No.] 76-C-4328 Court

ANSWER OF DEFENDANT JOHN M. JOYCE

Now comes defendant John M. Joyce by two of his attorneys, Sheldon Davidson and Matt P. Cushner, and in answer to the Complaint of the plaintiff, William J. Joyce, Jr., states as follows:

COUNT I

Defendant Joyce states nothing in answer to Count I of plaintiff's Complaint since said Count is not directed to him.

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COUNT II

1. Defendant Joyce admits the allegations of Paragraph 1.
2. Defendant Joyce admits the allegations of Paragraph 2.
3. Defendant Joyce admits the allegations of Paragraph 3.
4. Defendant Joyce admits the allegations of Paragraph 4.
5. Defendant Joyce admits the allegations of Paragraph 5.
6. Defendant Joyce admits the allegations of Paragraph 6.
7. Defendant Joyce admits the allegations of Paragraph 7.
8. Defendant Joyce admits that he was not authorized to enter into any agreement with plaintiff; defendant Joyce denies each and every remaining allegation of Paragraph 8.
9. Defendant Joyce denies each and every allegation of Paragraph 9.
10. Defendant Joyce denies each and every allegation of Paragraph 10.
11. Defendant Joyce denies each and every allegation of Paragraph 11.

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12. Defendant Joyce admits that the signature appearing on Exhibit A to the Complaint is his signature; defendant Joyce denies each and every remaining allegation of Paragraph 12.

13. Defendant Joyce admits and states that on August 5, 1976, plaintiff resigned as an officer and director of JBI, its subsidiaries and affiliates; that a copy of plaintiff's handwritten resignation is attached hereto and incorporated herein as Exhibit 1; defendant Joyce denies each and every remaining allegation of Paragraph 13.

14. Defendant Joyce admits receiving a letter dated October 5, 1976 addressed to William J. Collier, Vice-President and General Counsel of JBI from plaintiff's counsel (a copy of which is attached hereto and incorporated herein as Exhibit 2); that a letter dated October 25, 1976 was sent in response thereto by the said William J. Collier to plaintiff's counsel (a copy of said letter is attached hereto as Exhibit 3); defendant Joyce denies each and every remaining allegation of Paragraph 14.

15. Defendant Joyce denies each and every allegation of Paragraph 15.

AFFIRMATIVE DEFENSES

Now comes the defendant John M. Joyce, by two of his attorneys, Sheldon Davidson and Matt P. Cushner and for his affirmative defenses to Count II of plaintiff's Complaint, states as follows:

FIRST AFFIRMATIVE DEFENSE

Defendant Joyce states that plaintiff knew or should have known that defendant Joyce was not authorized to promise any economic benefits to plaintiff.

SECOND AFFIRMATIVE DEFENSE

1. That during the period from in or about September, 1966 to on or about April 1, 1973, plaintiff was Executive Vice-President of Illinois Seven-Up Bottling Company formerly known as Joliet Seven-Up Bottling Company, (hereinafter referred to as "Illinois Seven-Up"), an Illinois corporation with its principal place of business at Joliet, Illinois; that in consideration of plaintiff's services as Executive Vice-President, Illinois Seven-Up paid him monies in the form of salaries and bonuses.

2. That on or about April 1, 1973, Illinois Seven-Up became a wholly owned subsidiary of Joyce Beverages Inc. (hereinafter referred to as "JBI"); that during the period

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from on or about April 1, 1973 to in or about August, 1976, plaintiff continued to perform the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and to exercise the authority vested in him by virtue of said position; that in consideration thereof, JBI and/or Illinois Seven-Up paid plaintiff monies in the form of salaries.

3. That during the period from in or about September, 1966 to on or about August 5, 1976, plaintiff was a member of the Board of Directors of Illinois Seven-Up.

4. That from on or about April 1, 1973 to on or about August 5, 1976, plaintiff was a Vice-President of JBI, and from on or about September 1, 1975 to on or about August 5, 1976, was a member of its Board of Directors.

5. That by virtue of plaintiff's position as an officer and director of JBI, and the trust and confidence reposed in him by JBI, plaintiff owed a fiduciary duty to JBI. That said fiduciary duty included the obligation to honestly and faithfully discharge the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and of Vice-President and director of JBI solely in the best interests of Illinois Seven-Up and JBI. That said fiduciary duty further included the obligation to inform the Board of Directors of

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JB I of any and all information materially affecting or relating to the conduct of the corporate affairs of JB I and Illinois Seven-Up. That as such fiduciary, Joyce was bound to act for, toward and deal with JB I and Illinois Seven-Up with the utmost degree of loyalty, care, and good faith.

6. That on August 5, 1976, at the offices of defendant JB I's subsidiary, Illinois Seven-Up, defendant Joyce met with plaintiff and requested that plaintiff submit his resignation as an officer and director of JB I, its subsidiaries and affiliates; that defendant Joyce informed plaintiff that defendant Joyce would propose to the Board of Directors of both JB I and Illinois Seven-Up that certain economic benefits be paid to plaintiff.

7. That on August 5, 1976, at the offices of JB I's subsidiary, Illinois Seven-up, plaintiff, in violation of his aforesaid fiduciary duty as an officer, director and agent of JB I, knowingly, deliberately and wilfully concealed material facts from defendant Joyce intending thereby to deceive defendant Joyce and to cause him to represent to plaintiff that defendant Joyce would propose to the Board of Directors of both JB I and Illinois Seven-Up that certain economic benefits be paid to plaintiff, that is to say:

(a) That prior to the aforesaid meeting of August 5, 1976, plaintiff caused various travel agencies to submit false and fictitious

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invoices, bills and statements to Illinois Seven-Up for airline tickets purportedly issued to, received by or used by Illinois Seven-Up's officers, agents and employees in the course of their official duties; that plaintiff caused Illinois Seven-Up to disburse corporate funds to said travel agencies in payment of the aforesaid airline tickets which plaintiff knew were never issued to, received by or used by Illinois Seven-Up's officers, agents or employees in the course of their official duties; that the corporate funds so disbursed were used by plaintiff to pay for personal airline tickets and/or other expenses incurred as a result of personal travel taken by plaintiff, members of his family or others unknown to JBI and for other purposes unknown to JBI.

(b) That prior to the meeting of August 5, 1976, plaintiff entered into an agreement with officers and agents of Bryntessen Porsche-Audi, Inc., an Illinois corporation, whereby said corporation would and did submit to Illinois Seven-Up false, fictitious and/or fraudulent invoices in the amount of \$5,320.00 for services purportedly performed by said corporation on vehicles owned by Illinois Seven-Up but which, in fact, represented the balance to be paid for a Porsche automobile, the total sale price of which was \$18,016.67; that in causing Illinois Seven-Up to purchase said automobile in the name of Illinois Seven-Up for plaintiff's use, plaintiff caused Illinois Seven-Up to disburse \$5,320.00 in corporate funds which had not been authorized for said purpose; that plaintiff caused Illinois Seven-Up to disburse such funds by approving or causing to be approved the invoices submitted as aforesaid in spite of the fact that plaintiff knew of the false, fictitious and/or fraudulent nature of said invoices.

(c) That prior to the meeting of August 5, 1976, plaintiff entered into an agreement with Lee Crowther and the L.J. Crowther Company, Will County, Illinois whereby L.J. Crowther Company would and did submit to Illinois Seven-Up a false, fictitious and/or fraudulent invoice in the amount of \$12,386.00 for services purportedly

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performed at the premises of Illinois Seven-Up but which services were, in fact, never performed; that plaintiff caused Illinois Seven-Up to disburse corporate funds in payment thereof by approving or causing to be approved the invoice submitted as aforesaid in spite of the fact that plaintiff knew of the false, fictitious and/or fraudulent nature of said invoice, that following the negotiation of said check, L.J. Crowther Company, in or about May, 1976, issued its check in the amount of \$12,000 to plaintiff; that said check represented a return of corporate funds to plaintiff; that plaintiff deposited said check in his personal bank account; that plaintiff had the use and benefit of the \$12,000, which funds were funds of and belonging to Illinois Seven-Up, at least during the period from in or about June 1, 1976 to and including the time of the meeting on August 5, 1976. That prior to the meeting of August 5, 1976, plaintiff concealed the true nature and purpose of the receipt of the aforesaid \$12,000 check from L.J. Crowther Company by falsely representing to James T. Norris, a director of JBI and Illinois Seven-Up that said \$12,000 check represented rental payments for use of plaintiff's personal airplane.

8. That at the aforesaid time and place, plaintiff knew that the above-mentioned facts existed and knew or should have known that said facts were matters material to the proposal that defendant Joyce represented he would make to the Board of Directors of both JBI and Illinois Seven-Up.

9. That at the aforesaid time and place, defendant Joyce had no knowledge of the true facts relating to the aforesaid transactions and reasonably relied on his belief that said facts did not exist and that plaintiff was not concealing any material matters from him. Defendant Joyce did not learn of

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the true facts relating to the aforesaid transactions until after September 11, 1977.

10. That if defendant Joyce had possessed knowledge of any of these facts at the aforesaid time and place, he would not have offered to propose to the Board of Directors of both JBI and Illinois Seven-Up that any economic benefits be paid to plaintiff.

11. That plaintiff's intentional, deliberate and wilful concealment of the above-mentioned material facts at the aforesaid time and place caused defendant Joyce to act thereon to his injury and constitutes fraud sufficient to make any agreement between plaintiff and defendant Joyce void, or in the alternative, voidable at defendant Joyce's option.

THIRD AFFIRMATIVE DEFENSE

1. Defendant Joyce states that at the meeting on August 5, 1976, at JBI's subsidiary, Illinois Seven-Up, he informed plaintiff that defendant Joyce would propose to the trustees of the John M. and Mary A. Foundation, an Illinois Not-For-Profit corporation, that a resolution be passed authorizing said Foundation to pay a total sum of \$40,000 to the Maplebrook School or any other school or institution designated by plaintiff with respect to the care of plaintiff's

child, Jamie M. Joyce; that said resolution was in fact proposed to and adopted by said Foundation; that to date, plaintiff has not requested said Foundation to disburse said funds pursuant to the aforesaid resolution.

FOURTH AFFIRMATIVE DEFENSE

Defendant Joyce states that at no time did he represent to plaintiff that he was authorized by JBI to make any promises of economic benefits to plaintiff.

FIFTH AFFIRMATIVE DEFENSE

1. Defendant Joyce states that he did propose to the Board of Directors of both JBI and Illinois Seven-Up that certain economic benefits be paid to plaintiff; that the Board of Directors of the aforesaid corporations on September 11, 1976, passed resolutions with respect thereto, a copy of which resolutions are attached hereto and incorporated herein as Exhibit 4; that on December 9, 1976, the Board of Directors of JBI revoked its September 11, 1976 resolution (a copy of the Board of Directors' December 9, 1976 resolution is attached hereto and incorporated herein as Exhibit 5).

WHEREFORE, defendant Joyce prays that the Court award judgment in his favor and against plaintiff, dismissing Count II of plaintiff's Complaint with prejudice, and awarding defendant Joyce its costs and attorneys' fees and such other relief as this Court may deem just and equitable.

SHELDON DAVIDSON

MATT P. CUSHNER

Two of the Attorneys for
Defendant, JOHN M. JOYCE

SHELDON DAVIDSON
MATT P. CUSHNER
THEODORE E. CORNELL III
JOHN LOVISON
Pedersen & Houpt
180 North LaSalle Street
Chicago, Illinois 60601
312/641-6888

8-5-76

Due to the extent of demands of my
other business activities (investment) I
no longer am able to devote sufficient
time to the Soft Soil business
and therefore resign all positions^{including directorships} that
I hold in those companies

William J. Joseph

KATTEN, MUCHIN, GITTEN, ZAVIS, PEARL & GALLER

4100 MID-CONTINENTAL PLAZA - 15 EAST MONROE STREET

CHICAGO, ILLINOIS 60603

(312) 345-7400

ALAN S. GATTEN
ALAN S. MUCHIN
LESLIE S. GITTEN
GERALD M. ZAVIS
ROBERT L. PEARL
MICHAEL E. GALLER
DONALD M. O'NEILL
GARRY L. LAYNE
ALAN M. BERRY
MICHAEL A. REITER
JEREMY F. WOODSTADT
LEE HARRIS
DAVID J. ROCHMAN
GARRY LEVINSKY
BENTON C. STRAUSS
VINCENT A. SERGI
NANCY A. PACHER

SEYMOUR M. GALLER
MICHAEL W. ZAVIS
MELVIN L. KATTEN
DONALD E. EGAN
ALAN S. CRAICH
BENJAMIN M. LUBELCHER
VICTOR M. LERMAN
STEVEN A. LAMPENT
ALAN S. FINGER
JONATHAN D. SMITH
JAMES C. MORGAN, JR.
DAVID F. STARK
DAVID A. BRONNER
HAROLD G. WEINBERG
AVERY DELOTT
SHELDON I. BANOFF
NORMAN S. LYNN
DANIEL M. PELLICIONI

October 5, 1976

RECEIVED
OCT 10 1976

EDWARD A. HAN
CO-VICE
—
HOWARD A. WEISS
JERRY M. BEINSDORF
DONALD C. LIPIN
OF COUNSEL
—
DONALD J. KULANDIA
1960-1974

CABLE - "ATLAW"

William J. Collier, Jr., Esq.
Vice President and General Counsel
Joyce Beverages Inc.
Joyce Road
New Rochelle, New York 10802

Dear Mr. Collier:

Pursuant to our meeting in Chicago on September 28, 1976, I have reviewed the matter of the claim which you asserted on behalf of Joyce Associates, Inc. against William Joyce, Jr. The prepayment which you demanded of approximately \$12,000 due by Bill Jr. to Joyce Associates, Inc. fails to take into account the terms on which Bill Jr. was terminated in August. At the request of John M. Joyce, Bill Jr. expressed a willingness to prepay this indebtedness on the basis of a similar willingness by Mr. Joyce to continue Bill Jr.'s participation in the pension and profit sharing plan of Joyce Beverages, Inc. and the recognition that his continued participation would provide ample funds with which to do so.

Subsequently, you concluded that the Company would not continue Bill's participation to the fiscal year end and terminated him, notwithstanding the assurances that had been provided earlier by John M. Joyce. This unilateral determination on your part is inconsistent with the procedure which has been followed in the past regarding employees who have been involuntarily terminated. The most recent example of this was the circumstances relating to the termination of Anton Baron, Plant Manager of the Champaign, Illinois plant. Despite the fact that Mr. Baron was terminated substantially prior to the end of the Company's fiscal year, his participation in the pension and profit sharing plan was continued to year end. In light of our concern that Bill Jr. was treated in a discriminatory manner regarding his termination, your actions in regard to his continuing participation in the Company's pension and profit sharing plan are not very reassuring.

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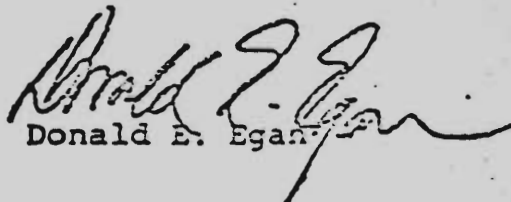
William J. Collier, Jr., Esq.

October 5, 1976

Under the circumstances in which Bill Jr.'s original undertaking was made, it is unreasonable for you to persist in your request for prepayment. Bill Jr. stands ready to discharge his obligations to Joyce Associates in the same manner and on the same terms that he did during the period of time that he was Executive Vice President of Illinois 7-Up Bottling Co. which, as we understand it, are the same terms on which other members of the Joyce family are discharging similar obligations.

In the course of our meeting, you advised Bill Jr. and myself that you, personally, were withholding payment of the various amounts due Bill Jr. under the terms of his termination agreement with John M. Joyce, a copy of which is enclosed herewith for your reference. In addition to the matters explicitly detailed in the termination agreement, Bill Jr. has yet to receive director's fees due him up to the time of his termination and accrued vacation pay to the same date... It is our judgment that there is no basis whatsoever for withholding payment of these sums, and we hereby demand that the remaining provisions of the termination agreement be implemented as promptly as possible and the other sums due him be likewise paid immediately.

Very truly yours,


Donald E. Egan

DEE/sv
encl

78042042879



JOYCE BEVERAGES INC.

JOYCE ROAD • NEW ROCHELLE, NEW YORK 10102
914-612-7060

WILLIAM J. COLLIER, JR.
VICE PRESIDENT & GENERAL COUNSEL

October 25, 1976

Katten, Muchin, Gittles, Zavis, Pearl & Galler
4100 Mid-Continental Plaza
55 East Monroe Street
Chicago, Illinois, 60603

Attention: Donald Egan, Esq.

Dear Mr. Egan:

In response to your letter of October 5, 1976, I find that your view of any agreement between your client, William J. Joyce, Jr., and Joyce Beverages Inc., differs markedly from that of the corporation.

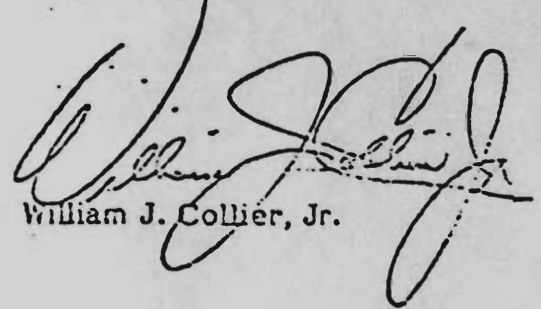
Your letter refers to a "pre-payment." The items in question are "past due." There was no quid pro quo regarding the payment of these amounts on August 5, 1976. Your client volunteered that he would pay them upon receipt of his profit sharing account and this was not done.

I think it is fair to state that John M. Joyce intended that your client continue in the Profit Sharing Trust subsequent to his termination. However, the Trust document does not allow any latitude in this regard. Furthermore, the case of Anton Baron is not inconsistent with this, inasmuch as Mr. Baron remained a paid employee of the corporation until the date of his actual retirement. Continued employment of your client was not possible under the circumstances.

The last paragraph of your letter makes the allegation that I "personally" am withholding payment of amounts due to William J. Joyce, Jr. I indicated to you at our meeting in Chicago that, at all times, my position was that of General Counsel to the corporation. To assume otherwise is simply not consistent with that position nor with the facts.

Lastly, the broad extension of credit terms to your client, was neither agreed upon nor is it acceptable as you proposed in your letter of October 5, 1976. We have determined that there is some accrued vacation pay owing to your client, William J. Joyce, Jr., and this will be forthcoming. The corporation has not decided whether your client is entitled to any director's fees, but I will advise you of that after the matter has been reviewed.

Very truly yours,



William J. Collier, Jr.

WJC:mf

cc: Audit Committee

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WHEREAS, WILLIAM J. JOYCE, JR., having resigned as an officer and/or director of the corporation and each of its subsidiaries and affiliate, effective August 5, 1976, for the purpose of enabling him to devote his full time and efforts to other business activities, and

WHEREAS, WILLIAM J. JOYCE, JR., has acquired knowledge and expertise relating to the business and operations of the corporation and its subsidiaries and affiliate as a director and/or officer thereof,

NOW, THEREFORE, IT IS

RESOLVED, that the Board of Directors of the corporation hereby authorizes the payment by the corporation to WILLIAM J. JOYCE, JR., of the aggregate sum of Fifty Thousand (\$50,000) and 00/100 Dollars, payable in equal monthly installments, for and during the period commencing September 1, 1976 and ending August 31, 1977, in consideration for the covenants extended to the corporation by WILLIAM J. JOYCE, JR., pursuant to which he has agreed not to directly or indirectly own, operate, manage, join, control or otherwise participate in the ownership, management, operation or control of, or be employed or associated in any manner with any other business which the Board deems to compete with the soft drink business, or to cause or do anything inimical to the business of the corporation, its subsidiaries and affiliate as existing on August 5, 1976; provided, however, that in the event that WILLIAM J. JOYCE, JR., shall breach such covenants in any respect, the corporation shall not, and shall have no obligation to, make any future payments of all or any portion of the aforesaid sum to WILLIAM J. JOYCE, JR., or to have any further liability to WILLIAM J. JOYCE, JR., in any respect; and be it further

RESOLVED, that in consideration of the aforesaid covenants from WILLIAM J. JOYCE, JR., to the corporation and its subsidiaries, ILLINOIS SEVEN-UP BOTTLING CO., he and it hereby is authorized and directed to convey the title to a 1975 Porsche 911-S Coupe, bearing vehicle registration number 9115202195, and owned by said corporation to WILLIAM J. JOYCE, JR., and it is further

RESOLVED, that in consideration of the aforesaid covenants from WILLIAM J. JOYCE, JR., to the corporation, the proper officers of the corporation be and they hereby are authorized and directed to make a single lump sum payment of THREE THOUSAND SEVEN HUNDRED FIFTY (\$3,750.00) and 00/100 DOLLARS to WILLIAM J. JOYCE, JR., said sum being paid to him to equalize what would have been the corporation contribution on his behalf to the Joyce Beverages Inc., Profit-Sharing Trust for the period during the current fiscal year that he was an employee of the corporation.

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
JOYCE BEVERAGES INC., AND SUBSIDIARIES
JOYCE ROAD
NEW ROCHELLE, NEW YORK

DECEMBER 9, 1976

9:00 A.M.

TO DEMAND

WHEREAS, the Board of Directors of JOYCE BEVERAGES INC., passed a resolution on September 11, 1976 relating to termination payments to be paid to William J. Joyce, Jr.

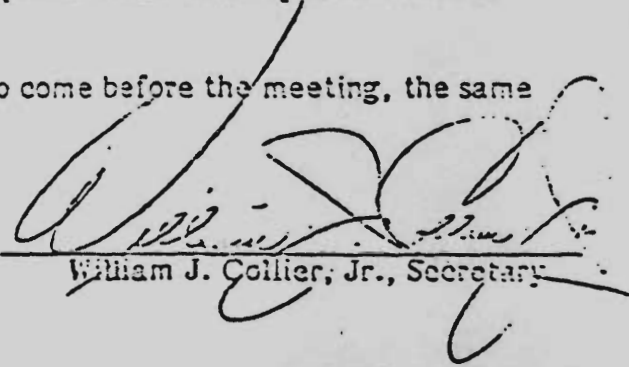
WHEREAS, subsequent to September 11, 1976, it has come to the attention of the Board that William J. Joyce, Jr., during the time that he served as an officer and director of the corporation and its subsidiaries, knowingly failed to reveal and did conceal material facts, of which the Board was unaware, with regard to expenditures of funds which were not for the benefit of said corporation or its subsidiaries and which expenditures were, in fact, for the personal use and benefit of William J. Joyce, Jr.

WHEREAS, had the Board of Directors of the corporation been fully and adequately informed of said facts, prior to September 11, 1976, the Board would not have passed the resolution of September 11, 1976, relating to the termination payments to be paid to William J. Joyce, Jr.

THEREFORE, IT IS HEREBY RESOLVED, that the aforesaid resolution passed by the Board of JOYCE BEVERAGES INC., on September 11, 1976, is hereby cancelled and revoked and in its stead, the Board of Directors passes the following resolution.

BE IT RESOLVED, that JOYCE BEVERAGES INC., and its subsidiaries and affiliates are to make no payments to William J. Joyce, Jr., with respect to his resignation until the present inquiry of the Audit Committee has been completed and a full report thereon is made to the Board.

There being no further business to come before the meeting, the same was, upon motion, adjourned.


William J. Collier, Jr., Secretary

APPROVED:

John M. Joyce, Jr., Chairman

EXHIBIT 5

Exhibit VII

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RECEIVED

WILLIAM J. JOYCE, JR.,

Plaintiff,

vs.

JOYCE BEVERAGES INC.,
a Corporation and
JOHN M. JOYCE,

Defendants.

JOYCE BEVERAGES INC.,

Counter-Plaintiff,

vs.

WILLIAM J. JOYCE, JR.,

Counter-Defendant.

JUN 28 1977

U.S. District Court, Clerk
U.S. District Court

No. 76 C 4328

NOTICE OF FILING

TO: DONALD EGAN, MICHAEL A. REITER, and IRVING B. LEVINSON
Katten, Muchin, Gitles, Zavis, Pearl & Galler
55 East Monroe Street, Chicago, Illinois 60603

PLEASE TAKE NOTICE that on Tuesday, June 28, 1977, the undersigned filed the Answer and Counterclaims of Joyce Beverages Inc., with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, a copy of which is herewith served upon you.

Sheldon Davidson
SHELDON DAVIDSON,
One of the Attorneys for
Defendant JOYCE BEVERAGES INC.

SHELDON DAVIDSON
MATT CUSHNER
Pedersen & Hought
180 North LaSalle Street
Chicago, Illinois 60601
641-6888

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WILLIAM J. JOYCE, JR.,
Plaintiff,

vs.

JOYCE BEVERAGES INC.,
a Corporation and
JOHN M. JOYCE,

Defendants.

JOYCE BEVERAGES INC.,

Counter-Plaintiff,

vs.

WILLIAM J. JOYCE, JR.,

Counter-Defendant.

RECEIVED

JUL 22 1977

No. 76 C 4328

H. Stuart Cunningham, Clerk
United States District Court

ANSWER AND COUNTERCLAIMS
OF JOYCE BEVERAGES INC.

Now comes the defendant, Joyce Beverages Inc., by two of its attorneys, Sheldon Davidson and Matt P. Cushner, and in answer to the complaint of the plaintiff, William J. Joyce, Jr., states as follows:

COUNT I

1. Defendant admits the allegations of Paragraph 1.
2. Defendant admits the allegations of Paragraph 2.
3. Defendant admits the allegations of Paragraph 3.
4. Defendant admits the allegations of Paragraph 4.

5. Defendant admits the allegations of Paragraph 5.
6. Defendant admits the allegations of Paragraph 6.
7. Defendant admits the allegations of Paragraph 7.
8. Defendant denies each and every allegation of Paragraph 8.

9. Defendant admits that the signature appearing on Exhibit A to the Complaint is the signature of defendant John M. Joyce; defendant denies each and every remaining allegation of Paragraph 9.

10. Defendant admits and states that on August 5, 1976, plaintiff resigned as an officer and director of JBI, its subsidiaries and affiliates; that a copy of plaintiff's handwritten resignation is attached hereto and incorporated herein as Exhibit 1; defendant denies each and every remaining allegation of Paragraph 10.

11. Defendant admits receiving a letter dated October 5, 1976 addressed to William J. Collier, Vice-President and General Counsel of JBI from plaintiff's counsel (a copy of which is attached hereto and incorporated herein as Exhibit 2); that a letter dated October 25, 1976 was sent in response thereto by the said William J. Collier to plaintiff's counsel (a copy of said letter is attached hereto as Exhibit 3); defendant denies each and every remaining allegation of Paragraph 11.

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12. Defendant adopts and incorporates by reference herein its answer to Paragraph 11; additionally, defendant admits that as of August 5, 1976, defendant owed plaintiff accrued vacation pay but states that the amount owed was \$3,461.52; defendant denies each and every remaining allegation of Paragraph 12.

13. Defendant denies each and every allegation of Paragraph 13.

AFFIRMATIVE DEFENSES

Now comes the defendant Joyce Beverages Inc. (hereinafter "JBI") by two of its attorneys, Sheldon Davidson and Matt P. Cushner and for its affirmative defenses to Count I of plaintiff's Complaint, states as follows:

FIRST AFFIRMATIVE DEFENSE

1. Defendant JBI states that the cause of action alleged in Count I is barred by the applicable Statute of Frauds; that by the terms of the alleged agreement set forth in Count I, said agreement was not to be performed within one year from the making thereof; that neither said agreement nor any note or memorandum thereof was ever made in writing and subscribed by defendant JBI or its lawful agent as required by the laws of the State of Illinois.

SECOND AFFIRMATIVE DEFENSE

Defendant JBI states that the alleged agreement is void for want of any consideration.

THIRD AFFIRMATIVE DEFENSE

Defendant JBI states that defendant Joyce was not authorized by the defendant JBI to enter into the contract alleged in Count I.

FOURTH AFFIRMATIVE DEFENSE

Defendant JBI states that plaintiff knew or should have known that defendant Joyce was not authorized by the defendant JBI to enter into the contract alleged in Count I.

FIFTH AFFIRMATIVE DEFENSE

1. That during the period from on or about September 1, 1966 to on or about April 1, 1973, plaintiff was Executive Vice-President of Illinois Seven-Up Bottling Company, formerly known as Joliet Seven-Up Bottling Company, (hereinafter referred to as "Illinois Seven-Up"), an Illinois corporation with its principal place of business at Joliet, Illinois; that in consideration of plaintiff's services as Executive Vice-President, Illinois Seven-Up paid him monies in the form of salaries and bonuses.

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2. That on or about April 1, 1973, Illinois Seven-Up became a wholly owned subsidiary of JBI; that during the period from on or about April 1, 1973 to in or about August, 1976, plaintiff continued to perform the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and to exercise the authority vested in him by virtue of said position; that in consideration thereof, JBI and/or Illinois Seven-Up paid plaintiff monies in the form of salaries.

3. That during the period from in or about September, 1966 to on or about August 5, 1976, plaintiff was a member of the Board of Directors of Illinois Seven-Up.

4. That from on or about April 1, 1973 to on or about August 5, 1976, plaintiff was a Vice-President of JBI, and from on or about September 1, 1975 to on or about August 5, 1976, was a member of its Board of Directors.

5. That by virtue of plaintiff's position as an officer and director of JBI, and the trust and confidence reposed in him by JBI, plaintiff owed a fiduciary duty to JBI. That said fiduciary duty included the obligation to honestly and faithfully discharge the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and of Vice-President and director of JBI solely in the best interests of

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Illinois Seven-Up and JBI. That said fiduciary duty further included the obligation to inform the Board of Directors of JBI of any and all information materially affecting or relating to the conduct of the corporate affairs of JBI and Illinois Seven-Up. That as such fiduciary, Joyce was bound to act for, toward and deal with JBI and Illinois Seven-Up with the utmost degree of loyalty, care and good faith.

6. That on August 5, 1976, at the offices of JBI's subsidiary, Illinois Seven-Up, in Joliet, Illinois, the time and place at which plaintiff alleges the contract alleged in Count I of his Complaint was entered into, plaintiff, in violation of his aforesaid fiduciary duty as an officer, director and agent of JBI and Illinois Seven-Up, knowingly, deliberately and wilfully concealed material facts from John M. Joyce intending thereby to deceive John M. Joyce so as to cause him to propose certain of the matters alleged in Paragraph 8 of Count I of plaintiff's Complaint and to induce JBI to enter into said alleged contract, that is to say:

(a) That prior to the aforesaid meeting of August 5, 1976, plaintiff caused various travel agencies to submit false and fictitious invoices, bills and statements to Illinois Seven-Up for airline tickets purportedly issued to, received by or used by Illinois Seven-Up's officers, agents and employees in the course of their official duties; that plaintiff caused Illinois Seven-Up to disburse corporate funds to said travel agencies in payment of the aforesaid airline tickets which plaintiff knew

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were never issued to, received by or used by Illinois Seven-Up's officers, agents or employees in the course of their official duties; that the corporate funds so disbursed were used by plaintiff to pay for personal airline tickets and/or other expenses incurred as a result of personal travel taken by plaintiff, members of his family or others unknown to JBI and for other purposes unknown to JBI.

(b) That prior to the meeting of August 5, 1976, plaintiff entered into an agreement with officers and agents of Bryntessen Porsche-Audi, Inc., an Illinois corporation, whereby said corporation would and did submit to Illinois Seven-Up false, fictitious and/or fraudulent invoices in the amount of \$5,320.00 for services purportedly performed by said corporation on vehicles owned by Illinois Seven-Up but which, in fact, represented the balance to be paid for a Porsche automobile, the total sale price of which was \$18,016.67; that in causing Illinois Seven-Up to purchase said automobile in the name of Illinois Seven-Up for plaintiff's use, plaintiff caused Illinois Seven-Up to disburse \$5,320.00 in corporate funds which had not been authorized for said purpose; that plaintiff caused Illinois Seven-Up to disburse such funds by approving or causing to be approved the invoices submitted as aforesaid in spite of the fact that plaintiff knew of the false, fictitious and/or fraudulent nature of said invoices.

(c) That prior to the meeting of August 5, 1976, plaintiff entered into an agreement with Lee Crowther and the L.J. Crowther Company, Will County, Illinois whereby L.J. Crowther Company would and did submit to Illinois Seven-Up a false, fictitious and/or fraudulent invoice in the amount of \$12,386.00 for services purportedly performed at the premises of Illinois Seven-Up but which services were, in fact, never performed; that plaintiff caused Illinois Seven-Up to disburse corporate funds in payment thereof by approving or causing to be approved the invoice submitted as aforesaid in spite of the fact that plaintiff knew of the false, fictitious and/or fraudulent nature of said invoice, that following the negotiation of said check, L.J. Crowther Company, in

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or about May, 1976, issued its check in the amount of \$12,000 to plaintiff; that said check represented a return of corporate funds to plaintiff; that plaintiff deposited said check in his personal bank account; that plaintiff had the use and benefit of the \$12,000, which funds were funds of and belonging to Illinois Seven-Up, at least during the period from in or about June 1, 1976 to and including the time of the meeting on August 5, 1976. That prior to the meeting of August 5, 1976, plaintiff concealed the true nature and purpose of the receipt of the aforesaid \$12,000 check from L.J. Crowther Company by falsely representing to James T. Norris, a director of JBI and Illinois Seven-Up that said \$12,000 check represented rental payments for use of plaintiff's personal airplane.

7. That at the aforesaid time and place, plaintiff knew that the above-mentioned facts existed and knew or should have known that said facts were matters material to the negotiation of the contract alleged in Count I of the Complaint.

8. That at the aforesaid time and place, neither John M. Joyce nor JBI had knowledge of the true facts relating to the aforesaid transactions and reasonably relied on their belief that said facts did not exist and that plaintiff was not concealing any material matters from them. Neither John M. Joyce nor JBI learned of the true facts relating to the aforesaid transactions until after September 11, 1977.

9. That if John M. Joyce and/or JBI had possessed knowledge of any of these facts at the aforesaid time and place, neither would have entered into the contract alleged in Count I of plaintiff's Complaint.

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10. That plaintiff's intentional, deliberate and wilful concealment of the above-mentioned material facts at the aforesaid time and place caused defendant JBI to act thereon to its injury and constitutes fraud sufficient to make such alleged contract void, or in the alternative, voidable at defendant JBI's option.

11. That defendant JBI learned of plaintiff's aforesaid concealment of material facts on or about November 26, 1976 and that on December 9, 1976 defendant rescinded the alleged contract.

SIXTH AFFIRMATIVE DEFENSE

1. Defendant JBI states that no funds are due and owing to plaintiff for any accrued vacation pay in that plaintiff breached his aforesaid fiduciary duties as an officer and director of JBI and Illinois Seven-Up, as more fully set forth in defendant JBI's First Counterclaim and its Fifth Affirmative Defense to Count I, the allegations of which Counterclaim and Affirmative Defense are realleged and incorporated by reference herein; therefore under Illinois law or the law of any other State applicable hereto, plaintiff may not recover any unpaid accrued vacation pay from defendant JBI and that defendant JBI's obligation, if any, to pay said accrued vacation is excused and terminated by virtue of plaintiff's breach of his fiduciary duties.

SEVENTH AFFIRMATIVE DEFENSE

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Defendant JBI states that under Illinois law, or any law of any other State applicable hereto, a corporation has no legal duty or obligation to pay a director accrued director's fees; fees paid to directors of JBI are paid on a date or dates certain and that a director's resignation prior to the date JBI disburses said director's fees excuses and terminates defendant JBI's obligation, if any, to pay any director's fees. That if, as alleged, defendant JBI has any obligation to pay so-called accrued director's fees, said obligation under applicable law is excused and terminated by virtue of plaintiff's breach of his aforesaid fiduciary duties, as more fully set forth in the First Counterclaim and the Fifth Affirmative Defense to Count I, the allegations of which Counterclaim and Affirmative Defense are realleged and incorporated by reference herein.

EIGHTH AFFIRMATIVE DEFENSE

Defendant JBI states that at no time was any contractual agreement entered into with plaintiff whereby JBI agreed to make any contribution to the Maplebrook School or any other school or institution for the care of plaintiff's child, Jamie M. Joyce.

NINTH AFFIRMATIVE DEFENSE

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1. Defendant JBI states that on August 5, 1976, plaintiff resigned as an officer, director and employee of JBI; that under applicable law and the provisions of the JBI Profit Sharing Trust, plaintiff, by virtue of his resignation, could no longer participate in said Profit Sharing Trust; that if, as alleged, the transaction described in Count I constitutes a contractual agreement between JBI and plaintiff to, among other things, continue plaintiff's participation in JBI's Profit Sharing Trust until March 31, 1977, defendant JBI's obligation, if any, to do so is excused by operation of law, the provisions of the said Profit Sharing Trust, legal impossibility of performance and the plaintiff's breach of his fiduciary duties as more fully set forth in the First Counterclaim and the Fifth Affirmative Defense, the allegations of which Counterclaim and Affirmative Defense are realleged and incorporated by reference herein.

WHEREFORE, defendant JBI prays that the Court award judgment in its favor and against plaintiff, dismissing Count I of plaintiff's Complaint with prejudice, and awarding defendant JBI its costs and attorneys' fees and such other relief as this Court may deem just and equitable.

COUNT II

Defendant JBI states nothing in answer to Count II of plaintiff's Complaint since said Count is not directed to it.

FIRST COUNTERCLAIM

Now comes defendant, Joyce Beverages Inc., by two of its attorneys, Sheldon Davidson and Matt. P. Cushner and for its First Counterclaim against plaintiff William J. Joyce, Jr., states as follows:

1. Defendant and Counter-Plaintiff, Joyce Beverages Inc. (hereinafter referred to as "JBI"), is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at New Rochelle, New York. Plaintiff and Counter-Defendant, William J. Joyce, Jr. (hereinafter referred to as "Joyce") is a citizen of the State of Illinois. The amount in controversy, exclusive of interests and costs, exceeds the sum of Ten Thousand Dollars (\$10,000.00).

2. That during the period from in or about September, 1966 to on or about April 1, 1973, Joyce was Executive Vice-President of Illinois Seven-Up Bottling Company (hereinafter referred to as "Illinois Seven-Up"), an Illinois corporation with its principal place of business at Joliet, Illinois; that in consideration of Joyce's services as

Executive Vice-President, Illinois Seven-Up paid Joyce monies in the form of salaries and bonuses.

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3. That on or about April 1, 1973, Illinois Seven-Up became a wholly owned subsidiary of JBI; that during the period from on or about April 1, 1973 to in or about August, 1976, Joyce continued to perform the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and to exercise the authority vested in him by virtue of said position; that by assuming and exercising the authority, duties and responsibilities of said position, Joyce impliedly agreed to exercise the aforesaid authority and the duties and responsibilities of said position honestly, loyally and in good faith; that in consideration thereof, Joyce received compensation from JBI or Illinois Seven-Up or both.

4. That from on or about April 1, 1973 to on or about August 5, 1976, Joyce was a Vice-President of JBI, and from on or about September 1, 1975 to on or about August 5, 1976, was a member of its Board of Directors.

5. That during the period from on or about April 1, 1973, to on or about August 5, 1976, Joyce had the authority to enter into purchase agreements with individuals, sole proprietorships, partnerships, corporations and other business entities (hereinafter referred to as "suppliers"),

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for the purpose of obtaining property (including but not limited to goods, merchandise, airplane tickets, automobiles, fixtures and equipment) and services for the use and benefit of Illinois Seven-Up, and to cause Illinois Seven-Up to issue purchase orders to suppliers in connection therewith.

6. That during the period from on or about April 1, 1973 to on or about August 5, 1976, Joyce had the authority to approve or cause to be approved for payment by Illinois Seven-Up, invoices, bills, and statements submitted by suppliers for payment for said property and services; that by approving or causing to be approved said invoices, bills, and statements, Joyce represented and caused to be represented that the property and/or services described in said invoices had been purchased by or delivered to Illinois Seven-Up for its use and benefit.

7. That by virtue of Joyce's position as an officer and director of JBI, and the trust and confidence reposed in him by JBI, Joyce owed a fiduciary duty to JBI; that this duty included the obligation to honestly and faithfully exercise the authority and perform the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and to do so solely in the best interests of JBI and Illinois Seven-Up. That as such fiduciary, Joyce was bound to act for, toward and deal with JBI and Illinois Seven-Up with the utmost degree of loyalty, care and good faith.

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8. That during the period from on or about April 1, 1973 and prior thereto, the exact date being unknown to JBI, to in or about August, 1976, at Joliet, Illinois in the Northern District of Illinois, Joyce breached his aforesaid fiduciary duty by knowingly devising a scheme to use his position as Executive Vice-President of JBI's wholly owned subsidiary, Illinois Seven-Up, to obtain personal gains or benefits for himself and/or others to the detriment and disadvantage of JBI, Illinois Seven-Up and its stockholders, by, but not limited to the manner and means hereinafter described in paragraphs 9 through 14, inclusive.

9. That Joyce caused JBI's wholly owned subsidiary, Illinois Seven-Up, to purchase various items of property and to disburse its funds in payment thereof. That on or about the date of purchase, Joyce converted said property to his own use and benefit by transferring or delivering or causing to be transferred or delivered said property to his personal residence at Joliet, Illinois or to other locations unknown to JBI.

10. That Joyce entered into agreements with various suppliers whereby said suppliers would provide and/or furnish property and/or services in connection with the construction, improvement, repair or maintenance of defendant's personal

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residence at Joliet, Illinois; that Joyce directed or caused to be directed said suppliers to submit false, fictitious or misleading invoices, bills and statements to Illinois Seven-Up for property and/or services purportedly provided and/or furnished to Illinois Seven-Up; that upon receipt of said invoices, bills, and statements, Joyce approved or caused to be approved said invoices, bills, and statements for payment by Illinois Seven-Up; that Illinois Seven-Up thereupon paid said invoices and statements without knowledge that said disbursements represented non-corporate expenses and were solely for the personal benefit of defendant.

11. That Joyce caused Illinois Seven-Up to disburse corporate funds to travel agencies by approving or causing to be approved for payment invoices, bills, and statements submitted by said travel agencies to Illinois Seven-Up for airline tickets which Joyce knew were never issued to, received by or used by Illinois Seven-Up's officers, agents or employees in the course of their official duties; that the corporate funds so disbursed were used by Joyce to pay for personal airline tickets and/or other expenses incurred as a result of personal travel taken by Joyce, members of his family or others unknown to JBI and for other purposes unknown to JBI.

12. That Joyce caused Illinois Seven-Up to disburse corporate funds to suppliers in payment of Joyce's purchases of gasoline and oil for Joyce's personal airplane; that such

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payments were paid by Illinois Seven-Up without knowledge that said payments were for non-corporate expenses and were solely for the benefit of Joyce.

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13. That Joyce entered into agreements with various suppliers whereby said suppliers would submit false, fictitious or fraudulent invoices, bills and statements for property and/or services purportedly provided and/or furnished to Illinois Seven-Up in connection with the construction, improvement, maintenance and repair of assets of Illinois Seven-Up; that Joyce approved or caused to be approved said invoices, bills, and statements for payment by Illinois Seven-Up well knowing that said property and/or services were never provided and/or furnished by said suppliers; that Illinois Seven-Up thereupon disbursed corporate funds in payment thereof; that Joyce used said funds for his benefit and for his own purpose.

14. That in connection with the aforesaid activities of Joyce and pursuant to said scheme, Joyce falsified or caused to be falsified Illinois Seven-Up purchase orders issued to said suppliers; made false, fraudulent and misleading statements and representations to representatives of Illinois Seven-Up and JBI concerning the nature, extent and purpose of his aforesaid activities, and caused said suppliers to falsify invoices, bills, and statements submitted by said suppliers to

Illinois Seven-Up, and knowingly approved or caused to be approved false, fictitious and/or fraudulent invoices submitted by said suppliers to Illinois Seven-Up.

15. That the foregoing breaches of Joyce's afore-said fiduciary duty were material and substantial and went to the essence of the relationship existing between JBI and Joyce.

16. That during the period from on or about April 1, 1973 to in or about August, 1976, Joyce received \$123,540.72 as compensation for his service from JBI and under law and equity, JBI is entitled to a return of said compensation.

17. That during the period from on or about September 1, 1975, to on or about August 5, 1976, Joyce was elected to and agreed to serve as a member of the Board of Directors of JBI; that in consideration of Joyce's agreement to serve as a member of JBI's Board of Directors, JBI agreed to pay Joyce a fee for said services.

18. That by virtue of Joyce's position as a director of JBI and the trust and confidence reposed in him by JBI, Joyce owed a fiduciary duty to JBI; that this duty included the obligation to honestly and faithfully discharge the duties and responsibilities of his directorship solely in the best

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interests of JBI, and further included the obligation to inform the Board of Directors of any and all information materially affecting or relating to the conduct of the corporate affairs of JBI and Illinois Seven-Up. That as such fiduciary, Joyce was bound to act for, toward and deal with JBI and Illinois Seven-Up with the utmost degree of loyalty, care and good faith.

19. That during the period from on or about September 1, 1975 to and including on or about August 5, 1976, Joyce breached his aforesaid fiduciary duty as a director of JBI by devising a scheme to use his position as Executive Vice-President of JBI's wholly owned subsidiary, Illinois Seven-Up, to obtain personal gains or benefits for himself and/or others, by, but not limited to the manner and means set forth above. That Joyce further breached his aforesaid fiduciary duty by knowingly concealing from and failing to reveal to the Board of Directors of JBI, information materially affecting or relating to the corporate affairs of JBI and Illinois Seven-Up.

20. That the foregoing breaches of Joyce's said fiduciary duty were material and went to the essence of the relationship between JBI and the Plaintiff and Counter-Defendant Joyce.

21. That during the period from on or about September 1, 1975 to on or about August 5, 1976, Joyce received \$10,000 as director's fees from JBI, and under law and equity, JBI is entitled to a return of said director's fees.

WHEREFORE, Defendant and Counter-Plaintiff Joyce Beverages Inc. prays that a judgment be entered against Plaintiff and Counter-Defendant, William J. Joyce, Jr. in the amount of \$133,540.72 plus interest, for costs of this action and for such other relief as this Court may deem just and equitable.

SECOND COUNTERCLAIM

Now comes Joyce Beverages Inc. by two of its attorneys, Sheldon Davidson and Matt P. Cushner and for its Second Counterclaim against plaintiff, William J. Joyce, Jr., states as follows:

1-21. Defendant and Counter-Plaintiff JBI realleges and incorporates by reference herein Paragraphs 1 through 21, inclusive, of its First Counterclaim as Paragraphs 1 through 21, inclusive, of this Second Counterclaim.

22-32. Defendant and Counter-Plaintiff JBI realleges and incorporates by reference herein its Fifth Affirmative Defense to Count I of the Complaint as Paragraphs 22 through 32, inclusive, of this Second Counterclaim.

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WHEREFORE, Defendant and Counter-Plaintiff Joyce Beverages Inc. pray that judgment be entered against Plaintiff and Counter-Defendant William J. Joyce, Jr. declaring that the contract alleged in Count I of the instant Complaint is void, or in the alternative, rescinding the contract alleged in Count I of the instant Complaint and returning the parties to their positions prior to their entering into the alleged contractual agreement and for such other relief as this Court may deem proper and equitable.

SHELDON DAVIDSON

MATT P. CUSHNER

Two of the Attorneys for
Joyce Beverages Inc.,
Defendant and Counter-Plaintiff

SHELDON DAVIDSON
MATT P. CUSHNER
THEODORE E. CORNELL III
JOHN LOVISON
Pedersen & Hought
180 North LaSalle Street
Chicago, Illinois 60601
312/641-6888

8.5.76

Due to the extent of demands of my
other business activities (investment) I
no longer am able to devote sufficient
time to the soft drink business
and therefore resign all positions ^{including directorships} that
I hold in those companies

William J. Joseph

KATTEN, MUCHIN, GILLES, ZAVES, PEARL & GALLER

4100 MID CONTINENTAL PLAZA - 15 EAST MONROE STREET

CHICAGO, ILLINOIS 60603

(312) 345-7400

WILLIAM J. COLLIER, JR.
Vice President and General Counsel
Joyce Beverages Inc.
Joyce Road
New Rochelle, New York 10802

GERALD M. GALLER
MICHAEL WM. PAVIS
MELVIN L. KATTEN
DONALD E. EGAN
ALAN S. GRAICH
BERNARD M. LUBELCHER
VICTOR M. BEZMAN
STEVEN A. LAMPENT
ALAN S. FINGER
JONATHAN D. SMITH
JAMES C. MURRAY, JR.
PAUL F. STACH
DAVID A. BRONNER
HAROLD G. WEINBERG
AVERY DELOTT
SHELDON I. BANOFF
NORMAN S. LYNN
DANIEL M. PELLICIONI

October 5, 1976

DAVID A. HAY
COUNSEL
JEROME M. BEINSON
DONALD J. HILGENDER
1960-1974

CABLE - "ATLAW"

William J. Collier, Jr., Esq.
Vice President and General Counsel
Joyce Beverages Inc.
Joyce Road
New Rochelle, New York 10802

Dear Mr. Collier:

Pursuant to our meeting in Chicago on September 28, 1976, I have reviewed the matter of the claim which you asserted on behalf of Joyce Associates, Inc. against William Joyce, Jr. The prepayment which you demanded of approximately \$12,000 due by Bill Jr. to Joyce Associates, Inc. fails to take into account the terms on which Bill Jr. was terminated in August. At the request of John M. Joyce, Bill Jr. expressed a willingness to prepay this indebtedness on the basis of a similar willingness by Mr. Joyce to continue Bill Jr.'s participation in the pension and profit sharing plan of Joyce Beverages, Inc. and the recognition that his continued participation would provide ample funds with which to do so.

Subsequently, you concluded that the Company would not continue Bill's participation to the fiscal year end and terminated him, notwithstanding the assurances that had been provided earlier by John M. Joyce. This unilateral determination on your part is inconsistent with the procedure which has been followed in the past regarding employees who have been involuntarily terminated. The most recent example of this was the circumstances relating to the termination of Anton Baron, Plant Manager of the Champaign, Illinois plant. Despite the fact that Mr. Baron was terminated substantially prior to the end of the Company's fiscal year, his participation in the pension and profit sharing plan was continued to year end. In light of our concern that Bill Jr. was treated in a discriminatory manner regarding his termination, your actions in regard to his continuing participation in the Company's pension and profit sharing plan are not very reassuring.

EXHIBIT 2

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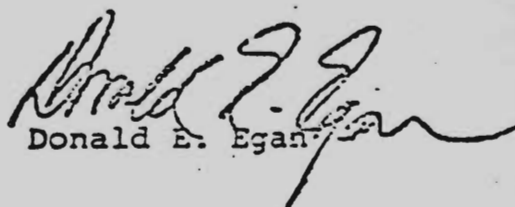
William J. Collier, Jr., Esq.

October 5, 1976

Under the circumstances in which Bill Jr.'s original undertaking was made, it is unreasonable for you to persist in your request for prepayment. Bill Jr. stands ready to discharge his obligations to Joyce Associates in the same manner and on the same terms that he did during the period of time that he was Executive Vice President of Illinois 7-Up Bottling Co. which, as we understand it, are the same terms on which other members of the Joyce family are discharging similar obligations.

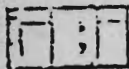
In the course of our meeting, you advised Bill Jr. and myself that you, personally, were withholding payment of the various amounts due Bill Jr. under the terms of his termination agreement with John M. Joyce, a copy of which is enclosed herewith for your reference. In addition to the matters explicitly detailed in the termination agreement, Bill Jr. has yet to receive director's fees due him up to the time of his termination and accrued vacation pay to the same date... It is our judgment that there is no basis whatsoever for withholding payment of these sums, and we hereby demand that the remaining provisions of the termination agreement be implemented as promptly as possible and the other sums due him be likewise paid immediately.

Very truly yours,


Donald E. Egan

DEE/sv
encl

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JOYCE BEVERAGES INC.

JOYCE ROAD • NEW ROCHELLE, NEW YORK 10801

914-632-7050

WILLIAM J. COLLIER, JR.
VICE PRESIDENT & GENERAL COUNSEL

October 25, 1976

Katten, Muchin, Gittles, Zavis, Pearl & Galler
4100 Mid-Continental Plaza
55 East Monroe Street
Chicago, Illinois, 60603

Attention: Donald Egan, Esq.

Dear Mr. Egan:

In response to your letter of October 5, 1976, I find that your view of any agreement between your client, William J. Joyce, Jr., and Joyce Beverages Inc., differs markedly from that of the corporation.

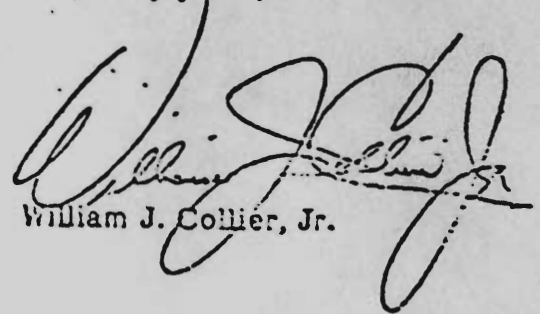
Your letter refers to a "pre-payment." The items in question are "past due." There was no quid pro quo regarding the payment of these amounts on August 5, 1976. Your client volunteered that he would pay them upon receipt of his profit sharing account and this was not done.

I think it is fair to state that John M. Joyce intended that your client continue in the Profit Sharing Trust subsequent to his termination. However, the Trust document does not allow any latitude in this regard. Furthermore, the case of Anton Baron is not inconsistent with this, inasmuch as Mr. Baron remained a paid employee of the corporation until the date of his actual retirement. Continued employment of your client was not possible under the circumstances.

The last paragraph of your letter makes the allegation that I "personally" am withholding payment of amounts due to William J. Joyce, Jr. I indicated to you at our meeting in Chicago that, at all times, my position was that of General Counsel to the corporation. To assume otherwise is simply not consistent with that position nor with the facts.

Lastly, the broad extension of credit terms to your client, was neither agreed upon nor is it acceptable as you proposed in your letter of October 5, 1970. We have determined that there is some accrued vacation pay owing to your client, William J. Joyce, Jr., and this will be forthcoming. The corporation has not decided whether your client is entitled to any director's fees, but I will advise you of that after the matter has been reviewed.

Very truly yours,



William J. Collier, Jr.

WJC:mf

cc: Audit Committee

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WHEREAS, WILLIAM J. JOYCE, JR., having resigned as an officer and/or director of the corporation and each of its subsidiaries and affiliate, effective August 5, 1976, for the purpose of enabling him to devote his full time and efforts to other business activities, and

WHEREAS, WILLIAM J. JOYCE, JR., has acquired knowledge and expertise relating to the business and operations of the corporation and its subsidiaries and affiliate as a director and/or officer thereof,

NOW, THEREFORE, IT IS

RESOLVED, that the Board of Directors of the corporation hereby authorizes the payment by the corporation to WILLIAM J. JOYCE, JR., of the aggregate sum of Fifty Thousand (\$50,000) and 00/100 Dollars, payable in equal monthly installments, for and during the period commencing September 1, 1976 and ending August 31, 1977, in consideration for the covenants extended to the corporation by WILLIAM J. JOYCE, JR., pursuant to which he has agreed not to directly or indirectly own, operate, manage, join, control or otherwise participate in the ownership, management, operation or control of, or be employed or associated in any manner with any other business which the Board deems to compete with the soft drink business, or to cause or do anything inimical to the business of the corporation, its subsidiaries and affiliate as existing on August 5, 1976; provided, however, that in the event that WILLIAM J. JOYCE, JR., shall breach such covenants in any respect, the corporation shall not, and shall have no obligation to, make any future payments of all or any portion of the aforesaid sum to WILLIAM J. JOYCE, JR., or to have any further liability to WILLIAM J. JOYCE, JR., in any respect; and be it further

RESOLVED, that in consideration of the aforesaid covenants from WILLIAM J. JOYCE, JR., to the corporation and its subsidiaries, ILLINOIS SEVEN-UP BOTTLING CO., be and it hereby is authorized and directed to convey the title to a 1975 Porsche 911-S Coupe, bearing vehicle registration number 9115202195, and owned by said corporation to WILLIAM J. JOYCE, JR., and it is further

RESOLVED, that in consideration of the aforesaid covenants from WILLIAM J. JOYCE, JR., to the corporation, the proper officers of the corporation be and they hereby are authorized and directed to make a single lump sum payment of THREE THOUSAND SEVEN HUNDRED FIFTY (\$3,750.00) and 00/100 DOLLARS to WILLIAM J. JOYCE, JR., said sum being paid to him to equalize what would have been the corporation contribution on his behalf to the Joyce Beverages Inc., Profit-Sharing Trust for the period during the current fiscal year that he was an employee of the corporation.

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
JOYCE BEVERAGES INC., AND SUBSIDIARIES
JOYCE ROAD
NEW ROCHELLE, NEW YORK

DECEMBER 9, 1976

9:00 A.M.

TO DEMAND

WHEREAS, the Board of Directors of JOYCE BEVERAGES INC., passed a resolution on September 11, 1976 relating to termination payments to be paid to William J. Joyce, Jr.

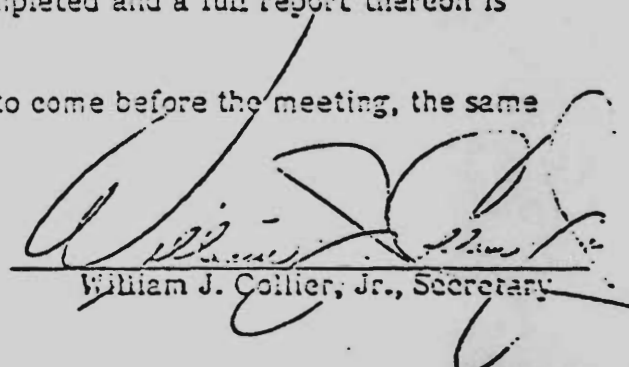
WHEREAS, subsequent to September 11, 1976, it has come to the attention of the Board that William J. Joyce, Jr., during the time that he served as an officer and director of the corporation and its subsidiaries, knowingly failed to reveal and did conceal material facts, of which the Board was unaware, with regard to expenditures of funds which were not for the benefit of said corporation or its subsidiaries and which expenditures were, in fact, for the personal use and benefit of William J. Joyce, Jr.

WHEREAS, had the Board of Directors of the corporation been fully and adequately informed of said facts, prior to September 11, 1976, the Board would not have passed the resolution of September 11, 1976, relating to the termination payments to be paid to William J. Joyce, Jr.

THEREFORE, IT IS HEREBY RESOLVED, that the aforesaid resolution passed by the Board of JOYCE BEVERAGES INC., on September 11, 1976, is hereby cancelled and revoked and in its stead, the Board of Directors passes the following resolution.

BE IT RESOLVED, that JOYCE BEVERAGES INC., and its subsidiaries and affiliates are to make no payments to William J. Joyce, Jr., with respect to his resignation until the present inquiry of the Audit Committee has been completed and a full report thereon is made to the Board.

There being no further business to come before the meeting, the same was, upon motion, adjourned.


William J. Collier, Jr., Secretary

APPROVED:

John M. Joyce, Jr., Chairman

EXHIBIT 5

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing Notice of Filing and Answer and Counterclaims of Joyce Beverages Inc. was served upon:

DONALD EGAN, MICHAEL A. REITER,
and IRVING B. LEVINSON
Katten, Muchin, Gittles, Zavis,
Pearl and Galler
55 East Monroe Street
Suite 4100
Chicago, Illinois

by hand-delivering a copy of the said documents to the above-named addresses this 28th day of June, 1977.



SHELDON DAVIDSON

Subscribed and Sworn to
before me this 28th day
of June, 1977.



Notary Public



73040042913

Exhibit VIII

78042911

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

ILLINOIS SEVEN-UP BOTTLING
COMPANY, formerly known as
Joliet Seven-Up Bottling
Company, an Illinois Corporation

Plaintiffs,

vs..

WILLIAM J. JOYCE, JR.,

Defendant.

W77G 1394 CH
No. _____

COMPLAINT

Plaintiff, Illinois Seven-Up Bottling Company, formerly known as Joliet Seven-Up Bottling Company (hereinafter referred to as "Illinois Seven-Up") by its attorneys, Pedersen & Houpt, state for its complaint against defendant, William J. Joyce, Jr. (hereinafter referred to as "Joyce"), as follows:

COUNT I

1. Plaintiff, Illinois Seven-Up, is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in Joliet, Illinois. Illinois Seven-Up is engaged in the soft drink manufacture and distribution business.

2. Defendant Joyce is a resident of Will County, Illinois.

3. That during the period September, 1966 to and including August 5, 1976, defendant Joyce was Executive Vice-President

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of Illinois Seven-Up, was a member of its Board of Directors, and was a duly authorized agent of said corporation.

4. That at all times pertinent herein, Illinois Seven-Up, in order to carry on or facilitate the carrying on of the business of said corporation, purchased for its own use and benefit property (including but not limited to goods, merchandise, airplane tickets, automobiles, fixtures and equipment) and services from various individuals, sole proprietorships, partnerships, corporations, and other business entities (hereinafter referred to as "suppliers").

5. That during the period September, 1966 to and including August 5, 1976, defendant Joyce in the performance of his duties as an officer and director of Illinois Seven-Up and as an agent for Illinois Seven-Up had the authority to purchase and cause Illinois Seven-Up to purchase property and services for its use and benefit and to cause Illinois Seven-Up to issue purchase orders to suppliers in connection therewith.

6. That during the period September, 1966 to and including August 5, 1976, defendant Joyce in the performance of his duties as an officer and director of Illinois Seven-Up and as agent for Illinois Seven-Up had the authority to approve or cause to be approved for payment, invoices, bills, and statements received by Illinois Seven-Up from suppliers for property and services, which were purchased by and delivered to Illinois Seven-Up for its use and benefit.

7. That by virtue of defendant Joyce's position as an officer and director of Illinois Seven-Up, plaintiff disbursed

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Corporate funds to suppliers upon approval by defendant Joyce of invoices, bills, and statements submitted by said suppliers to plaintiff for payment.

8. That by approving or causing to be approved said invoices, bills and statements, defendant Joyce represented and caused to be represented to Illinois Seven-Up, that the property and/or services described in said invoices, bills and statements had been purchased by and delivered to Illinois Seven-Up for its use and benefit.

9. That by virtue of defendant Joyce's position as an officer and director of Illinois Seven-Up, and as an agent of Illinois Seven-Up, and the trust and confidence reposed in him by plaintiff, defendant Joyce owed a fiduciary duty to plaintiff; that this duty included the obligation to honestly and faithfully perform the duties entrusted to him by the corporation and its stockholders and to do so solely in the best interests of the corporation and its stockholders and not for any other purpose. That as such fiduciary, defendant Joyce was bound to act for, toward and deal with Illinois Seven-Up with the utmost degree of loyalty, care and good faith.

10. That during the period from in or about September, 1970 to on or about August 5, 1976, and, upon information and belief, prior thereto, the exact date being unknown to plaintiff, defendant knowingly devised a scheme to defraud plaintiff or to obtain money or property from plaintiff by means of knowingly false or fraudulent pretenses or representations, by, but not limited to the manner and means hereinafter described in paragraphs 11 through 15 inclusive.

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11. That defendant caused plaintiff to purchase property from suppliers and to disburse corporate funds in payment thereof; that on or about the date said property was purchased, defendant converted said property to the benefit of defendant and/or others by transferring or delivering or causing to be transferred or delivered said property to defendant's personal residence at Joliet, Illinois or to other locations unknown to plaintiff; that said property, converted as aforesaid, had been purchased by plaintiff from the following suppliers, on or about the dates and in the amounts set forth below:

<u>NAME OF SUPPLIER</u>	<u>DATE OF PURCHASE</u>	<u>AMOUNT PAID</u>
Auffray & Company 146 East 56th Street New York, New York	March, 1974	\$ 1,072.50
Cross Town Distributors 800 Des Plaines Avenue Forest Park, Illinois	December, 1973	678.60
Electrical Wholesalers, Inc. 1322 So. Wabash Avenue Chicago, Illinois	March, 1974	1,445.72
Empire Distributing, Inc. 120 South Sangamon Chicago, Illinois	October, 1970	250.00
Empire Distributing, Inc. 120 South Sangamon Chicago, Illinois	November, 1970	409.50
Folger Adam Company 700 Railroad Joliet, Illinois	December, 1973	95.94
Gaslamp Sales, Inc. Midwest Division 1116 Glass Road, N.E. Cedar Rapids, Iowa	May, 1973	103.94
Gaslamp Sales, Inc. Midwest Division 1116 Glass Road, N.E. Cedar Rapids, Iowa	August, 1973	149.90
J. Merle Jones & Sons, Inc. 103 Larkin Avenue Joliet, Illinois	May/June, 1974	2,084.50
Leonard's Unit Step Co. 1227 Channahon Road Joliet, Illinois	May/June, 1974	580.65

12. That defendant caused plaintiff to disburse corporate funds to suppliers in payment of false and fictitious invoices, bills and statements submitted by said suppliers to plaintiff for property and/or services purportedly furnished or performed by said suppliers in connection with the improvement, maintenance, repair or construction of corporate assets but which property and/or services were furnished or performed at defendant's personal residence at Joliet, Illinois for defendant's benefit and not for the benefit of the corporation; that said corporate funds were disbursed by plaintiff to the following suppliers, on or about the dates and in the amounts set forth below:

<u>NAME OF SUPPLIER</u>	<u>DATE OF PURCHASE</u>	<u>AMOUNT PAID</u>
Atlas Dry Wall 300 Maple Joliet, Illinois	February 19, 1974	\$ 1,926.00
Atlas Dry Wall 300 Maple Joliet, Illinois	June 13, 1974	1,580.00
Atlas Dry Wall 300 Maple Joliet, Illinois	July 22, 1974	1,978.50
Ed Czerkies Rout 3, Theodore Road Plainfield, Illinois	April 15, 1976	315.00
Dreher & Schorie 206 Reichman Joliet, Illinois	June, 1974	1,041.40
Franke Tile Company 900 N. Hickory Street Joliet, Illinois	February 11, 1974	1,499.00
Don F. Guendling 11548 South Brightway Mokena, Illinois	February, 1974	5,240.00
Don F. Guendling 11548 South Brightway Mokena, Illinois	June, 1974	820.00
R.H. Hendricksen & Son 68 E. Washington Joliet, Illinois	June 17, 1974	1,960.82
R.H. Hendricksen & Son 68 E. Washington Joliet, Illinois	June 17, 1974	2,482.60

R.H. Hendricksen & Son 68 E. Washington Joliet, Illinois	July 8, 1974	1,825.90
Joliet Black Top, Inc. 215 Wheeler Joliet, Illinois	January 24, 1974	\$ 1,379.50
Joliet Black Top, Inc. 215 Wheeler Joliet, Illinois	February 14, 1974	2,400.00
Joliet Black Top, Inc. 215 Wheeler Joliet, Illinois	February 14, 1974	675.00
Joliet Black Top, Inc. 215 Wheeler Joliet, Illinois	February 27, 1974	820.50
Joliet Black Top, Inc. 215 Wheeler Joliet, Illinois	October 2, 1974	1,093.10
Lindsay Television 552 Ruby Street Joliet, Illinois	June, 1974	1,332.33
Lockwood Furnance Co. 234 E. Washington Joliet, Illinois	June 4, 1974	1,699.14
Lockwood Furnace Co. 234 E. Washington Joliet, Illinois	June 4, 1974	842.00
Poehner & Dillman 215 E. Cass Street Joliet, Illinois	February, 1975	2,264.00
Poehner & Dillman 215 E. Cass Street Joliet, Illinois	May, 1975	1,221.92
Quality Fence Builders 1510 West Street Lockport, Illinois	March, 1976	273.50
Sullivan Electric 201 West Zarley Blvd. Joliet, Illinois	February, 1974	2,280.00
Sullivan Electric 201 West Zarley Blvd. Joliet, Illinois	June, 1974	1,740.00
Harold F. Woldt 1417 Plainfield Road Joliet, Illinois	July 25, 1974	1,920.00

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Harold F. Woldt 1417 Plainfield Road Joliet, Illinois	July 25, 1974	1,700.00
Harold F. Woldt 1417 Plainfield Road Joliet, Illinois	June 13, 1974	4,000.00
Harold F. Woldt 1417 Plainfield Road Joliet, Illinois	June 14, 1974	4,090.00
Wortmann Excavating 1112 Belleview Avenue Joliet, Illinois	February 21, 1974	1,795.00
Wortmann Excavating 1112 Belleview Avenue Joliet, Illinois	February 27, 1974	\$ 2,236.51

13. That defendant caused plaintiff to disburse corporate funds to travel agencies in payment of invoices, bills and statements submitted by said travel agencies to plaintiff for airline tickets which defendant knew were never issued to, received by, or used by plaintiff's officers, agents or employees in the course of their official duties; that the corporate funds disbursed by the plaintiff were used for the benefit of defendant and/or others and not for the benefit of plaintiff; that said corporate funds were disbursed to the following travel agencies in the approximate amount and during the time periods set forth below:

<u>NAME OF TRAVEL AGENCY</u>	<u>TIME PERIOD</u>	<u>APPROXIMATE AMOUNT PAID</u>
Joliet Travel and Tours 150 N. Chicago Street Joliet, Illinois	October, 1974 March, 1975	\$ 2,050.16
Midland Travel, Inc. d/b/a The Travel Desk Plainfield National Bank Plainfield, Illinois	September, 1975 September, 1976	6,972.76
Travel Desk 118 West Main Street Morris, Illinois	March, 1975 January, 1976	1,510.21

14. That defendant caused plaintiff to disburse corporate funds for the benefit of defendant and not for the benefit of plaintiff to suppliers in payment of defendant's purchases of gasoline and oil for defendant's personal airplane. That said corporate funds were disbursed to the following suppliers in the amounts and during the time period set forth below:

<u>NAME OF SUPPLIER</u>	<u>TIME PERIOD</u>	<u>AMOUNT PAID</u>
Shell Oil	1975	\$ 3,066.32
Shell Oil	1976	4,483.08
Shell Oil	1977	1,255.22
Texaco Oil Co.	1975	243.34
Texaco Oil Co.	1976	468.41
Texaco Oil Co.	1977	92.45

15. That defendant caused plaintiff to disburse corporate funds in payment of false and fictitious invoices for property and/or services purportedly furnished or performed by said suppliers in connection with the improvement, maintenance, repair or construction of corporate assets, but which property and/or services were never furnished or performed; that the defendant caused the disbursement of said funds for his benefit and not for the benefit of plaintiff; that said funds were disbursed by plaintiff to the following suppliers, on or about the dates and in the amounts set forth below:

<u>NAME OF SUPPLIER</u>	<u>DATE OF PURCHASE</u>	<u>AMOUNT PAID</u>
Bryntesen, Inc. 300 E. Ogden Avenue Hinsdale, Illinois	May 7, 1975	\$ 3,000.00
Bryntesen, Inc. 300 E. Ogden Avenue Hinsdale, Illinois	May 27, 1975	2,320.00
L. J. Crowther Co. Rt. 53 & Airport Road Joliet, Illinois	May 7, 1976	12,186.00

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16. That the said scheme to defraud plaintiff or to obtain money or property from the plaintiff by means of false and fraudulent pretenses or representations was not known to plaintiff until July, 1976 when an investigation of defendant's activities was commenced; that the aforesaid acts of defendant could not have been ascertained earlier than July, 1976 because of the fiduciary relationship which existed between the parties and because the defendant took active steps in order to conceal the true nature, extent and purpose of his above-described activities; that said activities included but were not limited to falsifying or causing to be falsified documents prepared by or received by plaintiff in connection with the transactions described above.

17. That as a result of defendant's actions as aforesaid, plaintiff has been damaged by reason of defendant's knowing and fraudulent conversion, diversion, transfer, misuse and misappropriation of corporate assets and funds. That the exact amount and extent of said damages is, at present, unknown to plaintiff, but plaintiff believes the same to be in an amount not less than \$99,150.92.

WHEREFORE, plaintiff prays that a judgment be entered against the defendant, William J. Joyce, Jr. in an amount not less than \$99,150.92 plus interest, for attorneys' fees and costs and for such other relief as this Court deems proper.

COUNT II

1-17. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 17, inclusive, of Count I as Paragraphs 1 through 17, inclusive, of Count II.

18. That the actions of the defendant as aforesaid, were performed knowingly and fraudulently and were done for the purpose of depriving and diverting from plaintiff corporate assets, funds, profits and benefits to the gain or benefit of defendant.

19. That plaintiff is entitled to punitive damages for the purpose of punishing defendant and deterring others from performing similar acts in the future.

WHEREFORE, plaintiff prays that a judgment be entered against defendant William J. Joyce, Jr. in the amount of \$1,000,000 as punitive damages, for attorneys' fees and for costs of this action and for such other relief as this Court deems proper.

COUNT III

1-9. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 9 of Count I, inclusive, as Paragraphs 1 through 9, inclusive, of Count III.

10. That while an officer, director and agent of Illinois Seven-Up, defendant Joyce violated his position of trust and breached his fiduciary responsibility to Illinois Seven-Up by one or more of the following acts and/or omissions:

(a) Defendant Joyce converted, diverted, or otherwise transferred for his benefit and not for the benefit of the said corporation, assets and funds of and belonging to Illinois Seven-Up;

(b) Defendant Joyce caused Illinois Seven-Up to disburse corporate funds to suppliers in payment for property and/or services furnished and performed at defendant's personal residence at Joliet, Illinois, for his benefit and not for the benefit of the said corporation;

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(c) Defendant Joyce for his benefit and not for the benefit of the said corporation, transferred or caused to be transferred to his personal residence at Joliet, Illinois or to other locations unknown to plaintiff, assets of and belonging to Illinois Seven-Up;

(d) Defendant Joyce for his benefit and not for the benefit of the said corporation, caused Illinois Seven-Up to disburse corporate funds to suppliers in payment of false and fictitious invoices, bills, and statements submitted to Illinois Seven-Up for property and/or services allegedly provided and furnished for the use and benefit of Illinois Seven-Up or its employees in the course of their official duties;

(e) Defendant Joyce for his own benefit and not for the benefit of the corporation, caused Illinois Seven-Up to disburse corporate funds to the defendant and to suppliers in payment for property and/or services;

(f) Defendant Joyce concealed from and made and caused to be made false representations to Illinois Seven-Up, its directors, officers, agents and employees as to the true nature, extent and purpose of the transactions in which he participated as an officer, director, and agent of Illinois Seven-Up;

(g) Defendant Joyce caused Illinois Seven-Up to issue purchase orders to suppliers for property and/or services, knowing that the property and/or services would not be furnished to Illinois Seven-Up by the supplier to whom the purchase order was issued in accordance with or pursuant to the terms of the purchase order, and knowing that the property and/or services would be furnished to or obtained by the defendant for the benefit of defendant and/or others and not for the benefit of the said corporation;

(h) Defendant Joyce caused Illinois Seven-Up to issue purchase orders to suppliers for property and/or services, knowing that said property and/or services would not be made available to Illinois Seven-Up for its use and benefit and knowing that the goods, merchandise, property or services would be furnished to or obtained by the defendant for the benefit of defendant and/or others and not for the benefit of the said corporation;

(i) Defendant Joyce caused Illinois Seven-Up to disburse corporate funds to suppliers by approving or causing to be approved for payment invoices, bills, and statements submitted by said suppliers to said corporation for goods, merchandise, property, or services, knowing that Illinois Seven-Up had not received and would not receive the use and benefit of said property and/or services, and knowing that said property and/or services would be or were furnished to or obtained by the defendant for the benefit of the defendant and/or others and not for the benefit of the said corporation.

(j) Defendant Joyce failed to account to Illinois Seven-Up for the corporate assets and funds which he had converted, diverted or otherwise transferred for the benefit of defendant and/or others and not for the benefit of the said corporation;

(k) Defendant Joyce failed to account to Illinois Seven-Up for the corporate funds which defendant had caused the corporation to disburse, as aforesaid.

11-15. Paragraphs 11 through 15 inclusive, of Count I are hereby realleged and incorporated by reference herein as Paragraphs 11 through 15 inclusive, of Count III.

16. That the aforesaid violations of defendant's position of trust and breaches of defendant's fiduciary responsibilities and duties were not known to plaintiff until July, 1976 when an investigation of defendant's activities was commenced. That the aforesaid acts or omissions of defendant could not have been ascertained earlier than July, 1976 because of the fiduciary relationship which existed between the parties and because the defendant took active steps in order to conceal the true nature, extent and purpose of the aforesaid activities; that said activities included but were not limited to falsifying or causing to be falsified documents prepared by or received by plaintiff in connection with the transactions described above.

17. That as a result of defendant's actions as aforesaid, plaintiff has been damaged by reason of defendant's conversion, diversion, transfer, misuse and misappropriation of corporate assets and funds. That the exact amount and extent of said damages is, at present, unknown to plaintiff, but plaintiff believes the same to be in an amount not less \$99,150.92.

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WHEREFORE, plaintiff prays that a judgment be entered against defendant William J. Joyce, Jr. in an amount not less than \$99,150.92 plus interest, for attorneys' fees, and for costs of this action and for such other relief as this Court deems proper.

COUNT IV

1-16. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 16, inclusive, of Count III, as Paragraphs 1 through 16, inclusive, of Count IV.

17. That defendant agreed to serve as a duly elected officer, to-wit: Executive Vice-President of Illinois Seven-Up; that by accepting said position and assuming and exercising the authority, duties and responsibilities of such position, defendant impliedly agreed to exercise the aforesaid authority and perform the duties and responsibilities of said position honestly, loyally and in good faith; that in consideration thereof, Illinois Seven-Up agreed to pay defendant compensation for the performance of said services.

18. That pursuant to the aforesaid agreement, defendant, during the period from in or about September, 1970 to in or about December, 1974, received compensation, to-wit: bonuses and salaries, from plaintiff in the amount of \$162,781.46.

19. That defendant agreed to serve as a duly elected member of the Board of Directors of Illinois Seven-Up; that by accepting said position, defendant impliedly agreed to perform

his duties and responsibilities as a member of the Board of Directors honestly, loyally, and in good faith; that in consideration thereof, Illinois Seven-Up agreed to pay defendant a fee for said services.

20. That pursuant to the aforesaid agreement, defendant, during the period from in or about September, 1970, to in or about August, 1976, received director's fees from Illinois Seven-Up in the amount of \$12,750.00.

21. That during the period from in or about September, 1970, to in or about August, 1976, defendant breached the aforesaid agreements and the implied terms and conditions thereof and his aforesaid fiduciary duty as an officer, director and agent of Illinois Seven-Up in the following manner:

(a) By knowingly breaching his fiduciary duty of loyalty, good faith, honesty, and fair dealing owed to plaintiff as an officer, director and agent of plaintiff, in the manner and by the means set forth above;

(b) By knowingly misusing and converting corporate assets and funds of plaintiff, in the manner and by the means set forth above;

(c) By knowingly appropriating, diverting or otherwise transferring for his gain or benefit and to the detriment and disadvantage of plaintiff, corporate assets and funds of plaintiff, in the manner and by the means set forth above;

(d) By knowingly approving or causing to be approved for payment by plaintiff false and fictitious invoices, bills, and statements submitted by suppliers to plaintiff and using the funds so disbursed for his personal gain or benefit or for the gain or benefit of others, in the manner and by the means set forth above;

(e) By knowingly concealing from plaintiff's Board of Directors and failing to reveal to plaintiff's Board of Directors, information materially affecting or relating to the conduct of plaintiff's corporate affairs, in the manner and by the means set forth above;

(f) By knowingly falsifying or causing to be falsified documents prepared by or received by plaintiff in the conduct of its corporate affairs.

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22. That the foregoing breaches of defendant's aforesaid agreements with plaintiff and the implied terms and conditions thereof, and the foregoing breaches of defendant's aforesaid fiduciary duties as an officer, director and agent of plaintiff, were material and substantial and went to the essence of the relationship between plaintiff and defendant. That, as aforesaid, during the period from in or about September, 1970 to in or about August, 1976, defendant received substantial salaries, bonuses and director's fees from plaintiff, and under law and equity, plaintiff is entitled to a return of said salaries, bonuses and director's fees.

23. That during the period from in or about September, 1970 to in or about August, 1976, the total amount of said salaries, bonuses, and director's fees paid by plaintiff to defendant was \$175,531.46.

WHEREFORE, plaintiff prays that a judgment be entered against defendant, William J. Joyce, Jr. in the amount of \$175,531.46 plus interest, for attorneys' fees, for costs of this action, and for such other relief as this Court deems proper.

COUNT V

1-17. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 17 of Count I, inclusive, as Paragraphs 1 through 17, inclusive of Count V.

18-19. Plaintiff realleges and incorporates by reference herein, Paragraphs 10 and 16 of Count III as Paragraphs 18 and 19 of Count V.

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20. Plaintiff is informed and believes that defendant has on numerous other occasions knowingly and fraudulently failed to advise and concealed from plaintiff the true nature, extent and purpose of other transactions in which he participated as an officer, director and agent of plaintiff, failed to account for corporate assets which he knowingly and fraudulently converted to his benefit, failed to account for corporate funds which he knowingly and fraudulently caused plaintiff to disburse, knowingly and fraudulently misappropriated assets and funds of the plaintiff which were used for his benefit and not for the benefit of plaintiff; and conspired and participated with others in fraudulent schemes to deprive plaintiff of the monies, assets, profits, and benefits belonging to it.

21. That the entire amount owed by defendant to plaintiff and of which plaintiff has been defrauded by defendant and the exact dates thereof are unknown and cannot be actually determined except on an account rendered by defendant. The amounts from in or about September, 1970 to on or about August 5, 1976 are believed to be in the approximate amount of \$99,150.92 but a detailed accounting is necessary to determine the exact period of time and the exact amount of which plaintiff has been defrauded. That because of defendant's falsification of records, his secretiveness and the sophistication of the transactions engaged in by defendant, a detailed and complicated accounting is required to establish the exact dates of defendant's fraudulent activities and the exact amount of money for which plaintiff seeks restitution. Plaintiff is entitled to an accounting by defendant of all corporate assets and funds and the profits and benefits therefrom of which plaintiff has been defrauded as a result of the aforesaid actions of defendant in violation of his position of trust and in breach of his fiduciary duty to plaintiff.

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22. That defendant has failed to pay to plaintiff any monies in payment of the corporate assets and funds of which plaintiff has been defrauded; that said failure has depleted the plaintiff's treasury by an amount to be determined by said accounting; that as a result of defendant's violations of his position of trust and his breaches of his fiduciary duty to plaintiff, defendant is an involuntary and constructive trustee for plaintiff of any and all corporate funds and assets received and acquired by him, directly or indirectly, as a result of the fraudulent acts complained of herein, including all profits and benefits derived by defendant from said corporate assets and funds.

23. Plaintiff is entitled to a full, complete and specific restitution and restoration of said corporate assets and funds, including any other monies or funds into which any of such assets or properties may have been converted or be traced.

24. In the alternative to specific restitution of said corporate assets and funds and at the option of plaintiff, plaintiff is entitled to an equitable lien on such assets, funds, proceeds and properties.

25. Plaintiff has no adequate remedy at law.

WHEREFORE, Illinois Seven-Up Bottling Company, formerly known as Joliet Seven-Up Bottling Company, prays as follows:

A. That defendant Joyce be directed forthwith to set forth an accounting of all corporate assets and funds of which plaintiff has been defrauded as a result of the acts complained of and of all proceeds, gains and benefits realized from the use of said assets and funds.

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B. That defendant be declared an involuntary and constructive trustee for the benefit of plaintiff of any and all corporate assets and funds received by and acquired by him, directly or indirectly, as a result of the fraudulent acts complained of herein, including all profits and benefits derived by defendant from said corporate assets, funds, and ordering the trust so found to be executed forthwith by defendant transferring and surrendering to plaintiff any and all such property, assets, funds, proceeds, and benefits and by executing and delivering to plaintiff such instrument or instruments and by doing such act or acts as this Court may deem necessary or appropriate to effect such transfer.

C. For the entry of a decree that defendant is liable to plaintiff in the amount of which plaintiff has been defrauded as shown by the aforesaid accounting.

D. That the plaintiff be given such other and equitable relief as the Court may deem just and equitable.

ILLINOIS SEVEN-UP BOTTLING CO.,

Formerly Known As
JOLIET SEVEN-UP BOTTLING CO.

By PEDERSEN & HOUP
Attorneys for Plaintiff.

PEDERSEN & HOUP
180 North LaSalle Street
Chicago, Illinois 60601
312/641-6888

MURPHY, TIMM, LENNON,
SPESIA & AYERS
5 East Van Buren
Joliet, Illinois 60640
815/726-4311

Exhibit IV

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

ILLINOIS SEVEN-UP BOTTLING COMPANY,
an Illinois corporation,

Plaintiff,

vs.

L. J. CROWTHER COMPANY and LEE
CROWTHER,

Defendants.

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NO.

FILED
JUN 24 12 53 PM '77
WILL COUNTY

COMPLAINT

NOW COMES the Plaintiff, ILLINOIS SEVEN-UP BOTTLING
COMPANY (hereinafter referred to as "Illinois Seven-Up"), by one of its attorneys,
SCHEPPERS, BETAR, LAMENDELLA & O'BRIEN, and for its complaint against
Defendants, L. J. CROWTHER COMPANY and LEE CROWTHER, states as follows:

COUNT I

1. Plaintiff, ILLINOIS SEVEN-UP, is a corporation organized
and existing under the laws of the State of Illinois, with its principal place of business
at Joliet, Illinois. ILLINOIS SEVEN-UP is engaged in the soft drink manufacture and
distribution business.
2. At all times pertinent herein, Defendant, L. J. CROWTHER
COMPANY, was a company with its principal place of business at Illinois Route 53 and
Airport Road, Will County, Illinois 60441.
3. Defendant, LEE CROWTHER, is a resident of Will County,
Illinois. At all times pertinent herein, said LEE CROWTHER was an employee and
a duly authorized agent of L. J. CROWTHER COMPANY.
4. On or about May 4, 1976, Defendants, LEE CROWTHER and
L. J. CROWTHER COMPANY, issued, or caused to be issued to ILLINOIS SEVEN-UP

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for payment, an invoice in the amount of \$12,386.00 for work performed for and on behalf of ILLINOIS SEVEN-UP by Defendant, L. J. CROWTHER COMPANY. A copy of said invoice is attached hereto as Exhibit A.

5. On or about May 12, 1976, ILLINOIS SEVEN-UP issued its check in the amount of \$12,386.00 to Defendant, L. J. CROWTHER COMPANY in payment of the aforesaid invoice. A copy of said check is attached hereto as Exhibit B.

6. The aforesaid invoice (Exhibit A) was false and fictitious and known to the Defendants to be false and fictitious, in that the work for which Defendants sought payment had never been performed for and on behalf of ILLINOIS SEVEN-UP; and the Defendants knowingly received and accepted ILLINOIS SEVEN-UP's check (Exhibit B) knowing that said check had been issued by ILLINOIS SEVEN-UP in payment of the aforesaid false and fictitious invoice.

7. Defendants have never performed, or caused to be performed the work for which Defendants issued or caused to be issued the aforesaid invoice (Exhibit A) and for which ILLINOIS SEVEN-UP's check (Exhibit B) was received and accepted by Defendants.

8. As a direct and proximate result of Defendants' actions, as aforesaid, ILLINOIS SEVEN-UP has been damaged in the amount of \$12,386.00. Each of the Defendants is jointly and severally liable to Plaintiff for said amount.

WHEREFORE, Plaintiff prays that a judgment be entered against each of the Defendants, L. J. CROWTHER COMPANY and LEE CROWTHER, in the amount of \$12,386.00 plus interest, attorneys fees and costs of this action.

COUNT II

1. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 8, inclusive, of Count I as Paragraphs 1 through 8 of Count II.

9. The actions of the Defendants, as aforesaid, were done knowingly and fraudulently, and with the intent to secure monies from ILLINOIS SEVEN-UP for work which had never been performed by the Defendants for the use and benefit of

ILLINOIS SEVEN-UP.

10. Plaintiff is entitled to punitive damages from each of the Defendants for the purpose of punishing said Defendants and for the purpose of deterring others from engaging in similar conduct.

WHEREFORE, Plaintiff prays that a judgment be entered against each of the Defendants, L. J. CROWTHER COMPANY and LEE CROWTHER, for punitive damages in the amount of \$50,000.00, for attorneys fees and costs of this action.

ILLINOIS SEVEN-UP BOTTLING COMPANY

BY: Schippers Betar Lamendella + O'Brien
One of Its Attorneys

SCHIPPERS, BETAR, LAMENDELLA & O'BRIEN
70 West Monroe St., Chicago, Il. 60603
312-236-5517
and
MURPHY, TIMM, LENNON, SPESIA & AYERS
5 East Van Buren St., Joliet, Il. 60431
815-726-4311



PHONE | JOLIET 815/726-2400
DOWNERS GROVE 312/746-1000

L.J. CROWTHER, CO.

ROOFING • SHEET METAL • CONTRACTORS

MAILING ADDRESS
IL 27. ST AND AIRPORT ROAD
WILL COUNTY, ILL. 60436

INVOICE

000373


INVOICE

No 1027

Illinois Seven-Up Bottling Co.
777 Joyce Road
Joliet, Illinois 60436

SHIP TO

SOLD TO

DATE	CUSTOMER'S ORDER NO.	TERMS	Unit Price	AMOUNT	TOTAL
4-76					
Quantity Shipped	DESCRIPTION				
	Complete removal of the bottling conveyor line and reinstalling along with necessary structural steel revisions (no painting included in work performed)				
	Labor, materials, overhead and profit				\$12386.00
					

TERMS - NET 30 DAYS
1% PER MONTH SERVICE CHARGE (12% ANNUALLY)
ON AMOUNTS THAT ARE 30 DAYS PAST DUE

PAID

EXHIBIT A



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7

1 4 6 5 0 0 2 2

DATE VENDOR NO

5 12 76 000373

PAY TO THE
ORDER OF

L. J. CROWTHER,
RT. 53 & AIRPORT RD
HILL COUNTY, IL

THIS CHECK
VOID 60 DAYS
FROM DATE

71448

PAY THIS AMOUNT

\$12,386 00

GENERAL ACCOUNT

UNION NATIONAL BANK & TRUST CO.
OF CHICAGO
CHICAGO, ILL.

72 96

[Signature]

71448 00719 00055 1520 704 0000000000

EXHIBIT V

780 0042940

STATE OF ILLINOIS)
) SS.
 COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
 WILL COUNTY, ILLINOIS

ILLINOIS SEVEN-UP BOTTLING)
 COMPANY, an Illinois Corporation,)

Plaintiff,)

vs.)

NO. W77G 1396L)

L. J. CROWTHER COMPANY and)
 LEE CROWTHER,)

Defendants.)

A N S W E R

Now come L. J. CROWTHER COMPANY and LEE CROWTHER,
 Defendants, by their Attorneys, HERSCHBACH, TRACY, JOHNSON,
 BERTANI & WILSON, and for their Answer to Plaintiff's Com-
 plaint state as follows:

COUNT I

1. Defendants admit the allegations of paragraph 1.
2. Defendants admit the allegations of paragraph 2.
3. Defendants admit the allegations of paragraph 3.
4. Defendant, L. J. CROWTHER COMPANY admits that on
 or about May 4, 1976, it issued to Plaintiff for payment, an
 invoice in the amount of \$12,386.00 for work performed for and
 on behalf of Plaintiff by Defendant, L. J. CROWTHER COMPANY.
 Defendant, LEE CROWTHER, admits that he caused said invoice
 to be issued solely in his capacity as an employee and authorized
 agent of L. J. CROWTHER COMPANY.
5. Defendants admit the allegations of paragraph 5.
6. Defendants admit that the invoice referred to as
 Exhibit A of paragraph 6 of Plaintiff's Complaint was false
 and fictitious. Defendant, L. J. CROWTHER COMPANY admits that

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it knowingly received and accepted Plaintiff's check, knowing that said check had been issued by Plaintiff in payment of the aforesaid false and fictitious invoice. Defendant, LEE CROWTHER, denies that he knowingly received and accepted said check. Both Defendants deny that the work for which Defendants sought payment had never been performed for and on behalf of Illinois Seven-Up Bottling Company.

7. Defendants deny the allegations of paragraph 7.
8. Defendants deny the allegations of paragraph 8.

FIRST AFFIRMATIVE DEFENSE TO COUNT I

1. Prior to the submission of the invoice, marked Plaintiff's Exhibit A, Defendants had caused to be installed a new bottling conveyor line with some structural steel revisions as stated in said invoice.

2. The invoice, marked Plaintiff's Exhibit A, was submitted to Plaintiff at the request of Plaintiff Corporation through William J. Joyce, Jr., known at the time and for a long time prior thereto by Defendants to be a high ranking officer of said corporation, to-wit: Executive Vice-President, authorized to contract and do business on behalf of Plaintiff.

3. Plaintiff, through the said William J. Joyce, Jr., advised Defendants that the purpose of said invoice was to obtain for Plaintiff \$12,386.00 to do remodeling work for and on behalf of Plaintiff at the offices of Plaintiff in Joliet, Illinois.

4. Defendants were instructed by Plaintiff, through William J. Joyce, Jr., to rebate to him the monies received by Defendants from Plaintiff pursuant to the submission of the aforesaid invoice, so that Plaintiff could use said monies for the remodeling for and on behalf of Plaintiff as stated aforesaid.

5. Defendants were instructed by William J. Joyce, Jr., acting in his capacity as Executive Vice-President of Plaintiff

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and in the scope of his apparent authority, that this procedure was to be utilized for internal bookkeeping purposes by Plaintiff.

6. After Defendants received the check, marked Plaintiff's Exhibit B, which was dated May 12, 1976, said check was not deposited by Defendants at the National Bank of Joliet, Joliet, Illinois, until May 24, 1976. A copy of the deposit slip received by Defendants for said deposit is attached hereto, marked Defendants' Exhibit 1 for identification and made a part hereof.

7. On the same date of the aforementioned deposit, Defendants paid to William J. Joyce, Jr., in his capacity as an officer of Plaintiff with the apparent authority to receive said payment, the sum of \$12,386.00 for the purpose of accomplishing the remodeling of offices for and on behalf of Illinois Seven-Up Bottling Company as aforesaid.

8. Thereafter, on or about July 30, 1976, ceiling tiles in the amount of \$5,328.72 were ordered from Atlas Drywall Company, 126 South Desplaines Street, Joliet, Illinois, for the purpose of accomplishing the aforesaid remodeling for and on behalf of Plaintiff. The aforementioned price was paid by the said William J. Joyce, Jr.

9. On or about August 2, 1976, lighting fixtures and materials in the amount of \$7,057.28 were ordered from Stonehouse Electric, Inc., 251 Republic Avenue, Joliet, Illinois, for the purpose of accomplishing the aforesaid remodeling for and on behalf of Plaintiff. The aforementioned price was paid by the said William J. Joyce, Jr.

10. The orders through Atlas Drywall Company and Stonehouse Electric, Inc., were placed at the request of the aforementioned Executive Vice-President of Illinois Seven-Up Bottling Company

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and Defendants believed that the said William J. Joyce, Jr., a high ranking officer of Plaintiff's corporation, had apparent authority to effect the stated remodeling in the manner chosen by him for and on behalf of Illinois Seven-Up Bottling Company's offices.

11. Thereafter, William J. Joyce, Jr.'s employment by and with Plaintiff was terminated by Plaintiff.

12. Following the termination of William J. Joyce, Jr.'s employment, by Plaintiff, the aforementioned electrical fixtures ordered for and on behalf of Plaintiff, were delivered to Plaintiff on or about September 29, 1976, but were refused by Plaintiff and were thereafter stored in a warehouse in Rockdale, Illinois.

13. On or about October 4, 1976, the aforementioned ceiling tiles ordered for and on behalf of Plaintiff were delivered to Plaintiff but delivery was refused by Plaintiff after which said ceiling tiles were also stored in a warehouse in Rockdale, Illinois.

WHEREFORE, Defendants request that Count I of Plaintiff's Complaint be dismissed and that Defendants have judgment for their costs of this action.

SECOND AFFIRMATIVE DEFENSE TO COUNT I

1-13. Defendants repeat, reallege and incorporate by reference herein, paragraphs 1 through 13 inclusive of their First Affirmative Defense to Count I as paragraphs 1 through 13 herein.

14. Though Plaintiff was well aware from the spring of 1976, that plans were under way for the remodeling of the Joliet

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Offices of Plaintiff, and though Plaintiff knew or should have known of the orders placed to effect said project at the direction of one of its high ranking officers, William J. Joyce, Jr., Executive Vice-President of Plaintiff, Plaintiff neglected to disapprove said orders until after they were placed as aforesaid and is now estopped from claiming damages that were the result of Plaintiff's own internal disputes, negligence and indecision.

WHEREFORE, Defendants request that Count I of Plaintiff's Complaint be dismissed and that Defendants have judgment for their costs of this action.

COUNT II

1-8. Defendants reallege and incorporate by reference herein, the answers to paragraphs 1 through 8 of Count I of Plaintiff's Complaint as paragraphs 1 through 8 of Count II of this Answer.

9. Defendants deny the allegations of paragraph 9.

10. Defendants deny the allegations of paragraph 10.

FIRST AFFIRMATIVE DEFENSE TO COUNT II

1-13. Defendants repeat, reallege and incorporate by reference herein, paragraphs 1-13, inclusive, of their First Affirmative Defense to Count I of Plaintiff's Complaint as paragraphs 1 through 13 of their First Affirmative Defense to Count II of Plaintiff's Complaint.

WHEREFORE, Defendants request that Count II of Plaintiff's Complaint be dismissed and that Defendants have judgment for their costs of this action.

SECOND AFFIRMATIVE DEFENSE TO COUNT II

1-13. Defendants repeat, reallege and incorporate by reference herein, paragraphs 1-13, inclusive, of their First Affirmative Defense to Count I of Plaintiff's Complaint as paragraphs 1 through 13 of their Second Affirmative Defense to Count II of Plaintiff's Complaint.

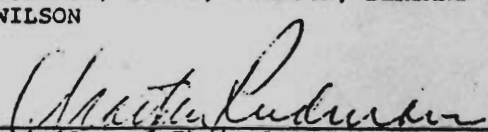
14. Defendants repeat, reallege and incorporate by reference herein, paragraph 14 of their Second Affirmative Defense to Count I of Plaintiff's Complaint as paragraph 14 of their Second Affirmative Defense to Count II of Plaintiff's Complaint.

WHEREFORE, Defendants request that Count II of Plaintiff's Complaint be dismissed and that Defendants have judgment for their costs of this action.

L. J. CROWTHER COMPANY and LEE CROWTHER,
Defendants



HERSCHBACH, TRACY, JOHNSON, BERTANI
& WILSON

By


One of Their Attorneys

HERSCHBACH, TRACY, JOHNSON,
BERTANI & WILSON
Attorneys at Law
68 North Chicago Street
Joliet, Illinois 60431
Telephone: (815) 723-8500

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<p>1776-1976</p>  <p>THE FIRST BLOOD AND STRUGGLE CAUSED BY AN AMERICAN PEACE AT THE BATTLE OF BLOODY BURN</p>	<p>DEPOSITED WITH-</p>  <p>NATIONAL BANK OF JOLIET 121 N. CHICAGO STREET JOLIET, ILLINOIS 60431 815/723-0683</p> <p>This is your receipt</p> <p>ALWAYS OBTAIN AN OFFICIAL RECEIPT WHEN MAKING A DEPOSIT</p> <p><small>BANK OF AMERICA, NATIONAL ASSOCIATION</small></p>
<p>12176 732 MAY24 12386.00 D15</p> <p><small>ALL OTHERS ARE SPECIFICALLY SUBJECT TO DISPOSITION AND TERMS ON FILE WITH THE BANK</small></p>	

DEFENDANTS' EXHIBIT NO. 1 FOR
IDENTIFICATION.

78040042947

Exhibit XI

785-042948

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

ILLINOIS SEVEN-UP BOTTLING COMPANY,)
an Illinois corporation,)

Plaintiff,)

vs.)

HAROLD F. WOLDT,)

Defendant.)

FILED
RECEIVED
JUL 23 1974
NO. 878 1395 L

COMPLAINT

NOW COMES the Plaintiff, ILLINOIS SEVEN-UP BOTTLING COMPANY, (hereinafter referred to as "Illinois Seven-Up"), by one of its attorneys, Pedersen & Houpt, and for its complaint against Defendant, HAROLD F. WOLDT, states as follows:

COUNT I

1. Plaintiff, ILLINOIS SEVEN-UP, is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business at Joliet, Illinois. ILLINOIS SEVEN-UP is engaged in the soft drink manufacture and distribution business.

2. That Defendant, HAROLD F. WOLDT, is a resident of Will County; that at all times pertinent herein, HAROLD F. WOLDT was, among other things, engaged in the business of performing landscape services and maintained an office at 1417 Plainfield Road, Joliet, Illinois.

3. That on or about July 25, 1974, Defendant, HAROLD F. WOLDT, submitted to ILLINOIS SEVEN-UP for payment an invoice in the amount of \$1,700.00 for services and materials performed and furnished for and on behalf of ILLINOIS SEVEN-UP by Defendant, HAROLD F. WOLDT. A copy of said invoice is attached hereto as Exhibit A.

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4. That on or about August 14, 1974, ILLINOIS SEVEN-UP issued its check in the amount of \$1,700.00 to Defendant, HAROLD F. WOLDT, in payment of the aforesaid invoice. A copy of said check is attached hereto as Exhibit B.

5. That the aforesaid invoice, Exhibit A, was false and fictitious and known to the Defendant to be false and fictitious in that the services and materials for which Defendant sought payment had never been performed or furnished for and on behalf of ILLINOIS SEVEN-UP; and that Defendant accepted and received ILLINOIS SEVEN-UP's check, Exhibit B, knowing that said check had been issued by ILLINOIS SEVEN-UP in payment of the aforesaid false and fictitious invoice.

6. That Defendant has never performed or furnished the services and materials for ILLINOIS SEVEN-UP for which Defendant issued the aforesaid invoice, Exhibit A, and for which ILLINOIS SEVEN-UP's check, Exhibit B, was received and accepted by Defendant.

7. That as a result of Defendant's actions, as aforesaid, ILLINOIS SEVEN-UP has been damaged in the amount of \$1,700.00.

WHEREFORE, Plaintiff prays that a judgment be entered against Defendant, HAROLD F. WOLDT, in the amount of \$1,700.00 plus interest, attorneys fees and costs of this action.

COUNT II

1-7. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 7, inclusive, of Count I as Paragraphs 1 through 7, inclusive, of Count II.

8. That the actions of the Defendant as aforesaid, were done knowingly and fraudulently and with the intent to secure monies from ILLINOIS SEVEN-UP for services and materials which had never been performed or furnished by the Defendant for the use and benefit of ILLINOIS SEVEN-UP.

9. That Plaintiff is entitled to punitive damages from the Defendant for the purpose of punishing Defendant and for the purpose of deterring others from engaging

ing in similar conduct.

WHEREFORE, Plaintiff prays that a judgment be entered against the Defendant, HAROLD F. WOLDT, for punitive damages in the amount of \$10,000.00, for attorneys fees and costs of this action.

COUNT III

1-2. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 and 2 of Count I as Paragraphs 1 and 2 of Count III.

3. That on or about July 25, 1974, Defendant, HAROLD F. WOLDT, submitted to ILLINOIS SEVEN-UP for payment, an invoice in the amount of \$1,920.00 for services performed and for and on behalf of ILLINOIS SEVEN-UP by Defendant, HAROLD F. WOLDT. A copy of said invoice is attached hereto as Exhibit C.

4. That on or about August 7, 1974, ILLINOIS SEVEN-UP issued its check in the amount of \$1,920.00 to Defendant, HAROLD F. WOLDT, in payment of the aforesaid invoice. A copy of said check is attached hereto as Exhibit D.

5. That the aforesaid invoice, Exhibit C, was false and fictitious and known to the Defendant to be false and fictitious in that the services for which Defendant sought payment had not been performed for and on behalf of ILLINOIS SEVEN-UP; and that Defendant accepted and received ILLINOIS SEVEN-UP's check, Exhibit D, knowing that said check had been issued by ILLINOIS SEVEN-UP in payment of the aforesaid false and fictitious invoice.

6. That Defendant has never performed the services for ILLINOIS SEVEN-UP for which the Defendant issued the aforesaid invoice Exhibit C, and for which ILLINOIS SEVEN-UP's check, Exhibit D, was received and accepted by Defendant.

7. That as a result of Defendant's actions, as aforesaid, ILLINOIS SEVEN-UP has been damaged in the amount of \$1,920.00.

WHEREFORE, Plaintiff prays that a judgment be entered against

Defendant, HAROLD F. WOLDT, in the amount of \$1,920.00, plus interest, attorneys fees and costs of this action.

COUNT IV

1-7. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 7, inclusive, of Count III, as Paragraphs 1 through 7, inclusive, of Count IV.

8. That the actions of the Defendant, as aforesaid, were done knowingly and fraudulently and with the intent to secure monies from ILLINOIS SEVEN-UP for work which had never been performed by the Defendant for the use and benefit of ILLINOIS SEVEN-UP.

9. That Plaintiff is entitled to punitive damages from the Defendant for the purpose of punishing the Defendant and for the purpose of deterring others from similar conduct.

WHEREFORE, Plaintiff prays that a judgment be entered against Defendant, HAROLD F. WOLDT, for punitive damages, in the amount of \$10,000.00, for attorneys fees and costs of this action.

COUNT V

1-2. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 and 2 of Count I as Paragraphs 1 and 2 of Count V.

3. That on or about June 13, 1974, Defendant, HAROLD F. WOLDT, submitted to ILLINOIS SEVEN-UP for payment, an invoice in the amount of \$4,000.00 for services, materials, and equipment performed, furnished and used for and on behalf of ILLINOIS SEVEN-UP by Defendant, HAROLD F. WOLDT. A copy of said invoice is attached hereto as Exhibit E.

4. That on or about June 19, 1974, ILLINOIS SEVEN-UP issued its check in the amount of \$4,000.00 to Defendant, HAROLD F. WOLDT, in payment of the aforesaid invoice. A copy of said check is attached hereto as Exhibit F.

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5. That the aforesaid invoice, Exhibit E, was false and fictitious and known to the Defendant to be false and fictitious in that the services, materials and equipment for which Defendant sought payment had never been performed, furnished or used for and on behalf of ILLINOIS SEVEN-UP; and that Defendant accepted and received ILLINOIS SEVEN-UP's check, Exhibit F, knowing that said check had been issued by ILLINOIS SEVEN-UP in payment of the aforesaid false and fictitious invoice.

6. That Defendant has never performed, furnished, or used the said services, materials, or equipment for ILLINOIS SEVEN-UP for which Defendant issued the aforesaid invoice, Exhibit E, and for which ILLINOIS SEVEN-UP's check, Exhibit F, was received and accepted by Defendant.

7. That as a result of Defendant's actions, as aforesaid, ILLINOIS SEVEN-UP has been damaged in the amount of \$4,000.00.

WHEREFORE, Plaintiff prays that a judgment be entered against Defendant, HAROLD F. WOLDT, in the amount of \$4,000.00, plus interest, attorneys fees and costs of this action.

COUNT VI

1-7. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 7, inclusive, of Count V as Paragraphs 1 through 7, inclusive, of Count VI.

8. That the actions of the Defendant, as aforesaid, were done knowingly and fraudulently and with the intent to secure monies from ILLINOIS SEVEN-UP for services, materials and equipment which had never been performed, furnished or used by the Defendant for the use and benefit of ILLINOIS SEVEN-UP.

9. That Plaintiff is entitled to punitive damages from the Defendant for the purpose of punishing Defendant and for the purpose of deterring others from engaging in similiar conduct.

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WHEREFORE, Plaintiff prays that a judgment be entered against the Defendant, HAROLD F. WOLDT, for punitive damages in the amount of \$10,000.00, for attorneys fees and costs of this action.

COUNT VII

1-2. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 and 2 of Count I as Paragraphs 1 and 2 of Count VII.

3. That on or about June 14, 1974, Defendant, HAROLD F. WOLDT, submitted to ILLINOIS SEVEN-UP for payment, an invoice in the amount of \$4,090.00 for services, materials, and equipment performed, furnished and used for and on behalf of ILLINOIS SEVEN-UP by Defendant, HAROLD F. WOLDT. A copy of said invoice is attached hereto as Exhibit G.

4. That on or about June 19, 1974, ILLINOIS SEVEN-UP issued its check in the amount of \$4,090.00 to Defendant, HAROLD F. WOLDT, in payment of the aforesaid invoice. A copy of said check is attached hereto as Exhibit H.

5. That the aforesaid invoice, Exhibit G, was false and fictitious and known to the Defendant to be false and fictitious in that the services, materials, and equipment for which Defendant sought payment had never been performed, furnished or used for the use and benefit of ILLINOIS SEVEN-UP; and that Defendant accepted and received ILLINOIS SEVEN-UP's check, Exhibit H, knowing that said check had been issued by ILLINOIS SEVEN-UP in payment of the aforesaid false and fictitious invoice.

6. That Defendant has never performed, furnished, or used the said services, materials, or equipment for ILLINOIS SEVEN-UP for which Defendant issued the aforesaid invoice, Exhibit G, and for which ILLINOIS SEVEN-UP's check, Exhibit H, was received and accepted by Defendant.

7. That as a result of Defendant's actions, as aforesaid, ILLINOIS SEVEN-UP has been damaged in the amount of \$4,090.00.

WHEREFORE, Plaintiff prays that a judgment be entered against Defendant, HAROLD F. WOLDT, in the amount of \$4,090.00, plus interest, attorneys

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fees and costs of this action.

COUNT VIII

1-7. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 7, inclusive, of Count VII as Paragraphs 1 through 7, inclusive, of Count VIII.

8. That the actions of the Defendant, as aforesaid, were done knowingly and fraudulently with the intent to secure monies from ILLINOIS SEVEN-UP for services, materials and equipment which had never been performed, furnished or used by the Defendant for the use and benefit of ILLINOIS SEVEN-UP.

9. That Plaintiff is entitled to punitive damages from the Defendant for the purpose of punishing Defendant and for the purpose of deterring others from engaging in similar conduct.

WHEREFORE, Plaintiff prays that a judgment be entered against the Defendant, HAROLD F. WOLDT, for punitive damages in the amount of \$10,000.00, for attorneys fees and costs of this action.

ILLINOIS SEVEN-UP BOTTLING COMPANY

BY: *Pedersen & Houpt*
One of Its Attorneys

PEDERSEN & HOUP
180 N. LaSalle St., Chicago, Il. 60601
312-641-6888
and
MURPHY, TIMM, LENNON, SPESIA & AYERS
5 E. Van Buren St., Joliet, Il. 60431
815-726-4311

1417 PLAINFIELD ROAD

PHONE 725-1635

HAROLD F. WOLDT

Landscaper



1974

July 25, 1974

JOLIET, ILLINOIS 60435

Illinois 7 Up Company

1043 TO

Joyce Road, Joliet, Illinois 60435

For Trimming and Spraying of Trees and Shrubbery
and Spading and Weeding of planted beds

140 hours

1680.00

1 Gallon Spray Concentrate

20.00

\$1700.00

Resin - Joliet Plant



[Handwritten signature]

Pay 8-14-74
W. J. Joyce Jr.

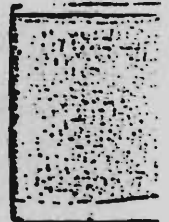


EXHIBIT A

78040042956

780400042957



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7 — JOLIET, ILL. 60434

DATE	VENDOR NO.
9:14 74	988218

PAY TO THE
ORDER OF:

PAID
HAROLD ORME DONALD BANK
1417 ADELAIDE STREET COMPANY
JOLIET, ILL. 60435

OCT 3 1974

THIS CHECK
VOID 60 DAYS
FROM DATE:

54369

PAY THIS AMOUNT
**1,700:00

GENERAL ACCOUNT

To: UNION NATIONAL BANK & TRUST CO.
OF JOLIET
JOLIET NUMBER

70-66
710

JOLIET, ILL. 60435

William E. Boyle

⑈ 54369⑈ ⑆0719⑈0066⑈ ⑆152⑈70⑈0000⑈

EXHIBIT B

78040042958



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7 -- JOLIET, ILL. 60434

DATE	VENDOR NO
9 14 74	998218

PAY TO THE
ORDER OF:

PAID
HAROLD ON THE NATIONAL BANK
1417 PLATINUM RECORD PANY
JOLIET, ILL. 60435

OCT 3 1974

THIS CHECK
VOID 60 DAYS
FROM DATE:

54369

PAY THIS AMOUNT
**1,700 00

GENERAL ACCOUNT

TO: UNION NATIONAL BANK & TRUST CO.
OF JOLIET
JOLIET, ILLINOIS

70-66
718 JOLIE FIELD *William E. Joyce*

⑈ 54369⑈ ⑆0719⑈0066⑈ ⑆152⑈703⑈ 70000⑈

EXHIBIT B

78040042959

1417 PLAINFIELD ROAD

PHONE 724-1433

HAROLD F. WOLDT

Landscaper



1869

July 25, 1974

JOLIET, ILLINOIS 60435

1013 TO Gilbert Warehouse c/o Illinois 7 Up Company
Gilbert, Illinois

For General Cleanup and repair of drive and
Parking Area

160 Hours

\$1920.00

Expense to Gilberts Warehouse



AP

EXHIBIT C

780400042960



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7 — JOLIET, ILL. 60434

DATE	VENDOR NO.
8 07 74	000102

PAY TO THE
ORDER OF

To: UNION NATIONAL BANK & TRUST CO.
OF JOLIET
JOLIET, ILLINOIS

HAROLD F. WOODOT
1417 PLAINFIELD RD. BANK
JOLIET, ILL. 60435

OCT 3 1974

JOLIET, ILL.

THIS CHECK
VALID 90 DAYS
FROM DATE

5400

PAY THIS AMOUNT
**1,920.00

GENERAL ACCOUNT

William R. Joyce

⑈ 54000⑈ ⑆0719⑈0066⑆ ⑈1520⑈2⑈

HAROLD F. WOLDT

Landscaper



JOLIET, ILLINOIS June 13, 1974 19__

780400042961
SOLD TO Joyce 7 Up Company

DeKalb Warehouse

For General Repairs of Parking Area:

Labor, material and equipment per agreement \$4000.00

62117

1013

Handwritten initials
AP

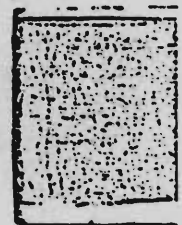


EXHIBIT E

78040042962



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7 -- JOLIET, ILL. 60434

DATE	VENUE NO.
6 19 74	000215

PAY TO THE
ORDER OF:

HAROLD F. SOLOTT

1417 PLAINFIELD BANK
JOLIET ILLINOIS 60435
AND TRUST COMPANY

To UNION NATIONAL BANK & TRUST CO.
OF JOLIET
ATTN: TREASURER

THIS CHECK
VOID 60 DAYS
FROM DATE:

5272

PAY THIS AMOUNT
\$4,000.00

CHECK ACCOUNT

JUN 21 1974

70-66
710

⑆ 52725⑆ ⑆0719⑆0066⑆ ⑆52⑆704⑆00000⑆

EXHIBIT F

1417 PLAINFIELD ROAD

PAGE TWO

HAROLD F. WOLDT

Landscaper



JOLIET, ILLINOIS June 14, 1974

SOLD TO Joyve 7 Up

Joliet, Illinois 60435

Repair of Parking lot South west corner Joliet plant

For re-grading, re-sloping, to eliminate depressions. Furnish 110 tons traffic bound material. Furnish labor, material and equipment as per agreement

\$4,090.00

F 2103-1

1017

OK
AP



EXHIBIT G

78040042963



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7 — — JOLIET, ILL. 60434

DATE		VENDOR NO.	
6	19 74	000204	

**PAY TO THE
ORDER OF:**

**THIS CHECK
VOID 60 DAYS
FROM DATE:**

5272

HAROLD S. WOLFE
PAID
1417 PLAINFIELD ROAD
JOLIET, ILL 60435
NATIONAL BANK
COMPANY

PAY THIS AMOUNT

**4,090.00

GENERAL ACCOUNT

THE UNION NATIONAL BANK & TRUST CO.
OF ILLINOIS
CHICAGO, ILLINOIS

№ 52724. :0719-0066: - 52724. 11.11.1990. 9000.

EXHIBIT H

Exhibit XII

30012965

STATE OF ILLINOIS)
) SS.
COUNTY OF W I L L)

IN THE CIRCUIT COURT OF THE 12TH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

ILLINOIS SEVEN-UP BOTTLING COMPANY,)
an Illinois corporation,)

Plaintiff,)

vs.)

HAROLD F. WOLDT,)

Defendant.)

NO. W77G 1395 L

A N S W E R

Now comes HAROLD F. WOLDT, by and through his Attorney, RICHARD T. BUCK, OF MCKEOWN, FITZGERALD, ZOLLNER, BUCK, SANGMEISTER, & HUTCHISON, and in Answer to the Complaint of the Plaintiff states as follows:

1. Defendant neither admits nor denies the allegations contained in Paragraph 1 of Plaintiff's Complaint, having no personal knowledge thereof, and demands strict proof thereof.

2. Defendant admits the allegations contained in Paragraph 2 of Plaintiff's Complaint.

3. Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. Defendant admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. Defendant denies each and every allegation contained in Paragraph 5 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to

78040042966

ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

6. Defendant denies each and every allegation contained in Paragraph 6 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

7. The Defendant denies each and every allegation contained in Paragraph 7 of Plaintiff's Complaint.

WHEREFORE, Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against Plaintiff.

COUNT II

1-7. Defendant realleges as Paragraphs 1 through 7 of this Count II, Paragraphs 1 through 7 of Count I.

8. The Defendant denies each and every allegation contained Paragraph 8 of Plaintiff's Complaint.

9. The Defendant denies each and every allegation contained in Paragraph 9 of Plaintiff's Complaint.

WHEREFORE, Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against Plaintiff.

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COUNT III

1-2. Defendant realleges as Paragraphs 1 and 2 of this Count III, Paragraphs 1 and 2 of Count I.

3. The Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. The Defendant admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. The Defendant denies each and every allegation contained in Paragraph 5 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

6. The Defendant denies each and every allegation contained in Paragraph 6 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

7. The Defendant denies each and every allegation contained in Paragraph 7 of Plaintiff's Complaint.

WHEREFORE, the Defendant prays that Plaintiff's Complaint be dismissed with Costs assessed against the Plaintiff.

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COUNT IV

1-7. The Defendant realleges Paragraphs 1 through 7 of Count III as Paragraphs 1 through 7 of this Count IV.

8. The Defendant denies each and every allegation contained in Paragraph 8 of the Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

9. The Defendant denies each and every allegation contained in Paragraph 9 of the Plaintiff's Complaint.

WHEREFORE, the Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against the Plaintiff.

COUNT V

1-2. The Defendant realleges and incorporates Paragraphs 1 and 2 of Count I as Paragraphs 1 and 2 of his Answer to Count V.

3. The Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. The Defendant admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. The Defendant denies each and every allegation contained in Paragraph 5 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be

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sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

6. The Defendant denies each and every allegation contained in Paragraph 6 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

7. The Defendant denies each and every allegation contained in Paragraph 7 of Plaintiff's Complaint.

WHEREFORE, The Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against the Plaintiff.

COUNT VI

1-7. Defendant realleges Paragraphs 1 through 7 of Count V as Paragraphs 1 through 7 of this Answer to Count VI.

8. The Defendant denies each and every allegation contained in Paragraph 8 of the Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to

ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

9. The Defendant denies each and every allegation contained in Paragraph 9 of Plaintiff's Complaint.

WHEREFORE, the Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against the Plaintiff.

COUNT VII

1-2. The Defendant realleges Paragraphs 1 through 2 of Count I as Paragraphs 1 and 2 of this Answer to Count VII.

3. The Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. The Defendant admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. The Defendant denies each and every allegation contained in Paragraph 5 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

6. The Defendant denies each and every allegation contained in Paragraph 6 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of

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JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

7. The Defendant denies each and every allegation contained in Paragraph 7 of Plaintiff's Complaint.

WHEREFORE, the Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against the Plaintiff.

COUNT VIII

1-7. The Defendant realleges Paragraphs 1 through 7 of Count VI as Paragraphs 1 through 7 of this Answer to Count VIII.

8. The Defendant denies each and every allegation contained in Paragraph 8 of the Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

9. The Defendant denies each and every allegation contained in Paragraph 9 of Plaintiff's Complaint.

WHEREFORE, the Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against the Plaintiff.

HAROLD F. WOLDT

BY: 

RICHARD T. BUCK, Attorney for Defendant
McKEOWN, FITZGERALD, ZOLLNER, BUCK,
SANGMEISTER & HUTCHISON
2455 Glenwood Avenue
Joliet, Illinois 60435
815/729-4800

McKEOWN, FITZGERALD, ZOLLNER,
BUCK, SANGMEISTER & HUTCHISON
2455 Glenwood Avenue
Joliet, Illinois 60435
(815) 729-4800

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Exhibit XIII

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1. OFFENSE INCIDENT-PRIMARY CLASSIFICATION: DAMAGE TO PROPERTY
2. SECONDARY CLASSIFICATION: 109
INCIDENT CODE: 730
DATE OF OCCURRENCE: 24 JULY 77
1335 HRS
1112
ADDRESS OF OCCURRENCE: 4544 W. CARROLL
OFFICE

ALL INFORMATION, DESCRIPTIONS AND STATEMENTS IN THIS ENTIRE REPORT ARE APPROXIMATIONS OR SUMMARIZATIONS UNLESS INDICATED OTHERWISE.
1. NO. 11. VICTIM'S NAME (IF NAME OF BUSINESS): CHICAGO 7 UP
2. VICTIM'S ADDRESS: 4544 W. CARROLL
3. VICTIM'S OCCUPATION: JOYCE THOMAS P.
4. BUSINESS PHONE: 261-2222
5. TIME AVAILABLE: DAYS
6. HOME PHONE: 446-5951
7. EVENING

8. NO. 21. PERSON WHO: 22. PERSON WHO: 23. NAME OF WITNESS: 24. OFF. 31. OFFENDER'S NAME: 32. OFF. 32. OFFENDER'S ADDRESS: 33. OFF. 33. OFFENDER'S VEHICLE: 34. OFF. 34. OFF. 35. OFF. 35. OFF. 36. OFF. 36. OFF. 37. OFF. 37. OFF. 38. OFF. 38. OFF. 39. OFF. 39. OFF. 40. OFF. 40. OFF. 41. OFF. 41. OFF. 42. OFF. 42. OFF. 43. OFF. 43. OFF. 44. OFF. 44. OFF. 45. OFF. 45. OFF. 46. OFF. 46. OFF. 47. OFF. 47. OFF. 48. OFF. 48. OFF. 49. OFF. 49. OFF. 50. OFF. 50. OFF. 51. OFF. 51. OFF. 52. OFF. 52. OFF. 53. OFF. 53. OFF. 54. OFF. 54. OFF. 55. OFF. 55. OFF. 56. OFF. 56. OFF. 57. OFF. 57. OFF. 58. OFF. 58. OFF. 59. OFF. 59. OFF. 60. OFF. 60. OFF. 61. OFF. 61. OFF. 62. OFF. 62. OFF. 63. OFF. 63. OFF. 64. OFF. 64. OFF. 65. OFF. 65. OFF. 66. OFF. 66. OFF. 67. OFF. 67. OFF. 68. OFF. 68. OFF. 69. OFF. 69. OFF. 70. OFF. 70. OFF. 71. OFF. 71. OFF. 72. OFF. 72. OFF. 73. OFF. 73. OFF. 74. OFF. 74. OFF. 75. OFF. 75. OFF. 76. OFF. 76. OFF. 77. OFF. 77. OFF. 78. OFF. 78. OFF. 79. OFF. 79. OFF. 80. OFF. 80. OFF. 81. OFF. 81. OFF. 82. OFF. 82. OFF. 83. OFF. 83. OFF. 84. OFF. 84. OFF. 85. OFF. 85. OFF. 86. OFF. 86. OFF. 87. OFF. 87. OFF. 88. OFF. 88. OFF. 89. OFF. 89. OFF. 90. OFF. 90. OFF. 91. OFF. 91. OFF. 92. OFF. 92. OFF. 93. OFF. 93. OFF. 94. OFF. 94. OFF. 95. OFF. 95. OFF. 96. OFF. 96. OFF. 97. OFF. 97. OFF. 98. OFF. 98. OFF. 99. OFF. 99. OFF. 100. OFF. 100. OFF.

31. VICTIM INJURED: 32. LOCATION OF VICTIM ON PREMISES: 33. NATURE OF INJURIES AND LOCATION ON BODY: 34. IF VICTIM HOSPITALIZED, STATE WHERE: 35. WEAPON: 36. POSSIBLE POINT OF ENTRY: 37. POSSIBLE POINT OF EXIT: 38. OTHER MEANS OF ATTACK (OR POSSIBLE TOOLS) USED: 39. HOW MEANS OF ATTACK USED: 40. BURGLAR ALARM ON PREMISES: 41. ALARM CIRCUMVENTED: 42. IF SAFE BURGLARY METHOD USED: 43. IF RESIDENCE, WHERE WERE OCCUPANTS: 44. UNUSUAL CHARACTERISTICS OF CRIME (TRADE MARKS): 45. TYPE OF PROPERTY DAMAGED: OFFICE WINDOW

46. VEHICLE OR TRAILER: 47. VEHICLE OR TRAILER: 48. VEHICLE OR TRAILER: 49. VEHICLE OR TRAILER: 50. VEHICLE OR TRAILER: 51. VEHICLE OR TRAILER: 52. VEHICLE OR TRAILER: 53. VEHICLE OR TRAILER: 54. VEHICLE OR TRAILER: 55. VEHICLE OR TRAILER: 56. VEHICLE OR TRAILER: 57. VEHICLE OR TRAILER: 58. VEHICLE OR TRAILER: 59. VEHICLE OR TRAILER: 60. VEHICLE OR TRAILER: 61. VEHICLE OR TRAILER: 62. VEHICLE OR TRAILER: 63. VEHICLE OR TRAILER: 64. VEHICLE OR TRAILER: 65. VEHICLE OR TRAILER: 66. VEHICLE OR TRAILER: 67. VEHICLE OR TRAILER: 68. VEHICLE OR TRAILER: 69. VEHICLE OR TRAILER: 70. VEHICLE OR TRAILER: 71. VEHICLE OR TRAILER: 72. VEHICLE OR TRAILER: 73. VEHICLE OR TRAILER: 74. VEHICLE OR TRAILER: 75. VEHICLE OR TRAILER: 76. VEHICLE OR TRAILER: 77. VEHICLE OR TRAILER: 78. VEHICLE OR TRAILER: 79. VEHICLE OR TRAILER: 80. VEHICLE OR TRAILER: 81. VEHICLE OR TRAILER: 82. VEHICLE OR TRAILER: 83. VEHICLE OR TRAILER: 84. VEHICLE OR TRAILER: 85. VEHICLE OR TRAILER: 86. VEHICLE OR TRAILER: 87. VEHICLE OR TRAILER: 88. VEHICLE OR TRAILER: 89. VEHICLE OR TRAILER: 90. VEHICLE OR TRAILER: 91. VEHICLE OR TRAILER: 92. VEHICLE OR TRAILER: 93. VEHICLE OR TRAILER: 94. VEHICLE OR TRAILER: 95. VEHICLE OR TRAILER: 96. VEHICLE OR TRAILER: 97. VEHICLE OR TRAILER: 98. VEHICLE OR TRAILER: 99. VEHICLE OR TRAILER: 100. VEHICLE OR TRAILER.

71. VEHICLE OR TRAILER: 72. VEHICLE OR TRAILER: 73. VEHICLE OR TRAILER: 74. VEHICLE OR TRAILER: 75. VEHICLE OR TRAILER: 76. VEHICLE OR TRAILER: 77. VEHICLE OR TRAILER: 78. VEHICLE OR TRAILER: 79. VEHICLE OR TRAILER: 80. VEHICLE OR TRAILER: 81. VEHICLE OR TRAILER: 82. VEHICLE OR TRAILER: 83. VEHICLE OR TRAILER: 84. VEHICLE OR TRAILER: 85. VEHICLE OR TRAILER: 86. VEHICLE OR TRAILER: 87. VEHICLE OR TRAILER: 88. VEHICLE OR TRAILER: 89. VEHICLE OR TRAILER: 90. VEHICLE OR TRAILER: 91. VEHICLE OR TRAILER: 92. VEHICLE OR TRAILER: 93. VEHICLE OR TRAILER: 94. VEHICLE OR TRAILER: 95. VEHICLE OR TRAILER: 96. VEHICLE OR TRAILER: 97. VEHICLE OR TRAILER: 98. VEHICLE OR TRAILER: 99. VEHICLE OR TRAILER: 100. VEHICLE OR TRAILER.

81. NARRATIVE (DO NOT WRITE IN RED INK ABOVE INFORMATION FOR EXPLANATION OF IDENTIFIED INFORMATION ONLY):
82. SUMMARY OF VICTIM: X
83. SUMMARY OF VICTIM: X
84. SUMMARY OF VICTIM: X
85. SUMMARY OF VICTIM: X
86. SUMMARY OF VICTIM: X
87. SUMMARY OF VICTIM: X
88. SUMMARY OF VICTIM: X
89. SUMMARY OF VICTIM: X
90. SUMMARY OF VICTIM: X
91. SUMMARY OF VICTIM: X
92. SUMMARY OF VICTIM: X
93. SUMMARY OF VICTIM: X
94. SUMMARY OF VICTIM: X
95. SUMMARY OF VICTIM: X
96. SUMMARY OF VICTIM: X
97. SUMMARY OF VICTIM: X
98. SUMMARY OF VICTIM: X
99. SUMMARY OF VICTIM: X
100. SUMMARY OF VICTIM: X

91. NARRATIVE (DO NOT WRITE IN RED INK ABOVE INFORMATION FOR EXPLANATION OF IDENTIFIED INFORMATION ONLY):
92. SUMMARY OF VICTIM: X
93. SUMMARY OF VICTIM: X
94. SUMMARY OF VICTIM: X
95. SUMMARY OF VICTIM: X
96. SUMMARY OF VICTIM: X
97. SUMMARY OF VICTIM: X
98. SUMMARY OF VICTIM: X
99. SUMMARY OF VICTIM: X
100. SUMMARY OF VICTIM: X

91. NARRATIVE (DO NOT WRITE IN RED INK ABOVE INFORMATION FOR EXPLANATION OF IDENTIFIED INFORMATION ONLY):
92. SUMMARY OF VICTIM: X
93. SUMMARY OF VICTIM: X
94. SUMMARY OF VICTIM: X
95. SUMMARY OF VICTIM: X
96. SUMMARY OF VICTIM: X
97. SUMMARY OF VICTIM: X
98. SUMMARY OF VICTIM: X
99. SUMMARY OF VICTIM: X
100. SUMMARY OF VICTIM: X

91. NARRATIVE (DO NOT WRITE IN RED INK ABOVE INFORMATION FOR EXPLANATION OF IDENTIFIED INFORMATION ONLY):
92. SUMMARY OF VICTIM: X
93. SUMMARY OF VICTIM: X
94. SUMMARY OF VICTIM: X
95. SUMMARY OF VICTIM: X
96. SUMMARY OF VICTIM: X
97. SUMMARY OF VICTIM: X
98. SUMMARY OF VICTIM: X
99. SUMMARY OF VICTIM: X
100. SUMMARY OF VICTIM: X

PRIMARY CLASSIFICATION	CODE	SECONDARY CLASSIFICATION	PRIMARY CLASSIFICATION	CODE	SECONDARY CLASSIFICATION	PRIMARY CLASSIFICATION	CODE	SECONDARY CLASSIFICATION	PRIMARY CLASSIFICATION	CODE	SECONDARY CLASSIFICATION
HOMICIDE	000	MURDER	BATTERY & ASSAULT	300	SHOT OR ATTEMPTED	THEFT	500	POCKET PICKING	ARSON	700	ARSON BY FIRE
	040	VOL. MANSLA/NON-NEG		301	CUT, STABBED & ATTEMPTED		501	PURSE SNATCHING-NO FORCE		705	BOMBING/EXPLOSIONS
	050	INV. MANSLA/INELIGENT		302	INJURED OR ATTEMPTED		502	SHOPLIFTING		710	TO PROPERTY
RAPE	100	FORCIBLE RAPE	BATTERY & ASSAULT	303	DANGEROUS WEAPON	THEFT	503	FROM AUTO-INTERCEPT ACCESS	CRIMINAL DAMAGE	720	TO PROPERTY
	150	ATTEMPTED RAPE		304	SERIOUS INJURY-HANDS, FISTS, FEET, ETC.		504	AUTO ACCESSORIES		740	DEADLY WEAPONS-UNLAWFUL IN VEHICLE
ROBBERY	200	ARMED ROBBERY		305	MINOR INJURY-NO DANGEROUS WEAPON		505	BICYCLE	WEAPONS VIOLATION	750	DEADLY WEAPONS-OTHER
	250	STRONG ARM ROBBERY	BATTERY & ASSAULT	306	DANGEROUS WEAPON	THEFT	506	FROM BUILDING-NOT SHOP		760	DEADLY WEAPONS-OTHER
SEX OFFENSES	750	INDECENT LIBERTIES/ CONTRIB. TO SEXUAL DELINQUENCY OF CHILD		307	PHYSICAL CONTACT- INSULTING OR PROVOKING		507	LIFTING	FAMILY & CHILDREN	800	FAMILY AND CHILDREN ABUSE SUPPORT, ETC.
	754	INCEST		360	THREAT/DANG. WEAPON		508	FROM PARKING METERS & COIN OPERATED MA.		850	CRIMINAL TRESPASS TO VEHICLE
	758	OTHER SEX-RELATED TYPE	BURGLARY	362	THREAT/DANG. WEAPON		509	LIVE STOCK	MISCELLANEOUS CRIMINAL	860	RESISTING OBSTRUCTING AN OFFICER
FRAUD	713	CONFIDENCE GAME		400	FORCIBLE ENTRY	STOLEN PROPERTY	510	CHINESE-OUTSIDE BUILDING		890	OTHER CRIMINAL-SPECIFY TYPE
	714	FALSE PRETENSE & IMPERSONATION		440	UNLAWFUL ENTRY-NO FORCE		511	CARGO			
	718	EMBEZZLEMENT		470	ATTEMPTED FORCIBLE ENTRY		512	OTHER THEFT-SPECIFY TYPE			

LOCATION - PREMISES CODES

01-TAXICAB	11-SCHOOL PROPERTY	21-CLEANING STORE	31-RESTAURANT	51-RESIDENCE/GARAGE	61-WAREHOUSE
02-DELIVERY TRUCK	12-PARK PROPERTY	22-SUPERMARKET	32-APPLIANCE STORE	52-CHA-BUILDING	62-PARKING LOT
03-NEWSBOY-STREET	13-CHURCH	23-CURRENCY EXCHANGE	33-SMALL RETAIL STORE	53-CHA-GROUNDS	71-RAILROAD PROPERTY
04-NEWSBOY-OTHER PREMISES	14-DEPARTMENT STORE	24-GAS STATION	34-OTHER BUSINESS HOUSE	54-RESID/PRIV. HOUSE	72-CTA PLATFORM
05-STREET	15-DRUG STORE	25-BANK	35-RESIDENCE/HALL-PORCH	55-APARTMENT/MOTEL	73-CTA VEHICLE
					99-OTHER-SPECIFY TYPE

CONTINUATION OF NARRATIVE

WAS WHEN WINDOW WAS DISCOVERED BY SECURITY PERSONNEL.
 WINDOW BROKEN BY BRICK THROWN FROM FRONT OF BLDG.
 MR JOYCE REVEALED THAT AT APPROX 2400 HRS HIS DAUGHTER RECEIVED A CALL AT HIS HOME FROM AN UNKNOWN MALE WHO REVEALED TO HER THAT THERE WAS A BOMB IN HIS OFFICE (JOYCE). HIS OFFICE IS GOING TO BURGL, HE BETTER GET OUT OF ILLINOIS-WISCONSIN OR HE'LL BE IN IT.
 JOYCE REVEALED THAT HE HAD A STOCK DEAL IN LITIGATION AND THERE WERE PERSONS WHO HE FELT DID NOT APPROVE OF DEAL.
 DAUGHTER RECEIVED CALL ON 23 JULY 77 JUST PRIOR TO DISCOVERY OF BROKEN WINDOW.

THOMAS P. JOYCE 877 Hill Road Winnetka, Ill.

NOTIFIED Bomb + Arson - LORVIG #4589
 N/Y GA - SGT HATHAWAY.

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Exhibit I

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WHEREAS, the Chairman of the Board of JOYCE BEVERAGES INC., by memorandum, dated August 6, 1976, established an internal Audit Committee for the purpose of making periodic reports on the operating subsidiaries, and

WHEREAS, the Chairman of the Board has requested that the full Board review and ratify the establishment of said Audit Committee, together with such other and further instructions thereto as the board in its judgment deems appropriate.

NOW, THEREFORE, IT IS

RESOLVED, that the action of the Chairman of the Board of JOYCE BEVERAGES INC., on August 6, 1976, establishing an internal Audit Committee consisting of Robert J. Pritchard, William J. Collier, Jr., and James T. Norris, as Chairman, be and the same hereby is ratified and approved, and it is further

RESOLVED, that the Audit Committee is directed to cause a thorough and complete investigation of the books and records of JOYCE BEVERAGES INC., and each of its subsidiaries to determine whether or not there were any instances of expenditures of corporate funds for non-corporate purposes; if so, to determine the exact amount to the extent reasonably possible; to determine whether or not the corporation has any responsibility relative to its consolidated income tax returns as a result thereof, and to make recommendations accordingly, and it is further

RESOLVED, that the Audit Committee be and it hereby is authorized to expend such funds and to employ such persons, firms or corporations as they, in their sole discretion, deem necessary to carry out the charge of this Board, and it is further

RESOLVED, that the Audit Committee is empowered to take such action as it may, in its discretion, deem necessary and proper in fulfilling its function and responsibilities. Such discretionary action includes but is not limited to the determination of the parameters of said investigation including the manner and means of said

investigation and the fiscal years for which the books and records of JBI and its subsidiaries shall be investigated, reviewed and audited, and it is further

RESOLVED, that the Audit Committee be and it hereby is directed to report its findings and recommendations directly to the President and Chairman of the corporation.

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EXHIBIT II

JILL FLAUM

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED
1976 NOV 30 PM 4 32

JILL KASSELMAN, on her own behalf)
and on behalf of all stockholders)
of Joyce Beverages, Inc.,)

Plaintiff,)

v.)

NO.

JOYCE BEVERAGES, INC., a Delaware)
corporation; CHICAGO SEVEN-UP)
BOTTLING CO., an Illinois corpora-)
tion; THOMAS P. JOYCE; JOHN M.)
JOYCE III; WILLIAM J. COLLIER, JR.;)
R. J. PRITCHARD; SIDNEY P. MUDD;)
PHILIP A. SCHAACK; and)
JAMES T. NORRIS,)

Defendants.)

76 C4417

COMPLAINT

Plaintiff, JILL KASSELMAN, by her attorneys, states for her
cause of action against defendants as follows:

Parties

1. The plaintiff is a citizen and resident of the State of Texas.
2. Defendant JOYCE BEVERAGES, INC. ("JBI") is a corporation organized under the laws of Delaware, with its principal place of business in the State of New York. JBI is engaged, through operating subsidiaries, in the soft drink bottling and distribution business.
3. Defendant CHICAGO SEVEN-UP BOTTLING CO. ("Chicago") is a corporation organized and existing under the laws of the State

of Illinois, with its principal place of business in the State of Illinois. Chicago is engaged in the soft drink bottling and distribution business in the Metropolitan Chicago area.

4. Defendant THOMAS P. JOYCE ("Thomas") is now and was at all times relevant hereto the chief executive officer of Chicago.

5. Thomas P. Joyce, John M. Joyce, John M. Joyce III, William J. Collier, Jr., R. J. Pritchard, Sidney P. Mudd, Philip A. Schaack and James T. Norris (hereinafter referred to collectively as "the Directors") are directors of both JBI and Chicago and are stockholders of JBI. Each of the Directors is a citizen and resident of a state other than the State of Texas. Plaintiff's father, William J. Joyce ("William"), is also a director of JBI and Chicago and a shareholder of JBI but is not made a defendant because he has not participated in the conduct by the Directors complained of.

Jurisdiction

6. The amount in controversy exceeds \$10,000 exclusive of interest and costs.

7. This Court's jurisdiction is invoked pursuant to Title 28, United States Code, Section 1332.

Allegations Pursuant To Rule 23.1

8. This is a stockholders' derivative action brought under Rule 23.1 of the Federal Rules of Civil Procedure. Plaintiff fairly and adequately represents the interests of all stockholders of JBI in enforcing the rights of JBI herein alleged.

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9. On or about December 10, 1952, plaintiff was the owner of 52 shares of Chicago. These shares were held by plaintiff continuously until on or about April 1, 1973, and by April 1, 1973, plaintiff had acquired an additional 341 shares of Chicago. On or about April 1, 1973, plaintiff, pursuant to a plan of re-organization in which all shareholders of Chicago and other companies owned by the shareholders of Chicago participated, exchanged her total of 393 shares in Chicago for 9,674.8 shares of JBI. JBI was formed in 1973 for the purpose of holding such shares. The aforesaid shares of JBI are and have been continuously owned by plaintiff. Plaintiff has been a shareholder of Chicago or its holding company, JBI, at the time of all transactions complained of herein.

10. From the date of its inception as a corporation to the present time, Chicago has been dominated and controlled by JBI. The Board of Directors of Chicago is identical in composition to the Board of Directors of JBI. Thomas, as chief executive officer of Chicago, receives the majority of his authorized compensation from JBI. Meetings of JBI's Board of Directors are treated for all purposes as meetings of the Board of Directors of Chicago and other operating subsidiaries of JBI.

11. This is not a collusive action to confer on a court of the United States jurisdiction which it would not otherwise have.

12. On September 8, 1976, demand was made on John M. Joyce ("John"), JBI's Chairman of the Board, by plaintiff's father, William, for his own behalf and that of his children, to conduct an investigation of the alleged malfeasance of Thomas, at which

(

time John agreed that such an investigation would be conducted and insisted that William not formally propose such an investigation at the forthcoming meeting of JBI's Board of Directors on September 11, 1976. William, in reliance on John's representation that an investigation would be forthcoming, agreed not to so propose such an investigation.

13. On September 28, 1976, plaintiff, acting through William and her attorney, presented to William J. Collier ("Collier"), general counsel of JBI and Chicago, a proposed set of procedures for the conduct of such an investigation.

14. By letter dated September 30, 1976, Collier, acting as the duly authorized agent of JBI and its subsidiaries, rejected the proposed investigation procedures. On Friday, October 15, 1976, Collier, in a telephone conversation with plaintiff's attorney, stated that any investigation of expenditures made by Chicago would be strictly limited to periods as to which the statute of limitations for the assessment of federal income taxes against JBI has not expired.

15. Upon information and belief, the most serious acts of malfeasance of Thomas occurred during periods which will not be covered by JBI's proposed investigation.

16. Further demand upon the Directors would have been futile in view of the foregoing and in view of the allegations contained in this Complaint regarding the attempts of the Directors to hide the wrongdoing complained of.

Activities Complained Of

17. Upon information and belief, since 1969, and for some time prior thereto, defendant Thomas has utilized his position as chief executive and operating officer of Chicago to divert substantial funds and assets of Chicago and of JBI to his own personal benefit. Specifically, and without limiting the generality of the foregoing allegations:

a. Employees on Chicago's payroll were directed by Thomas to perform personal services for him, services which involved a substantial portion of their working hours over a substantial period of time. None of these services involved the business of Chicago or JBI, but were for the sole benefit of Thomas.

b. Maintenance of and improvements upon Thomas' residences have been completed in whole or in part by personnel of Chicago on company time and using materials paid for by Chicago at Thomas' direction. Outside contractors performing work on Thomas' residences have been paid by Chicago at Thomas' direction.

c. Personal gifts were purchased by Thomas and members of his family and paid for by Chicago and delivered in trucks operated by Chicago.

d. Personal entertainment bills and membership dues at Thomas' country club and city men's club were paid for by Chicago.

e. Automobiles were purchased for Thomas and members of his family using funds provided by Chicago.

18. In addition to the incurring of the foregoing expenditures, upon information and belief, during the period of 1969 to date Thomas took active steps to conceal the nature and extent thereof, by directing that invoices be altered, by charging large expenses to several different accounts, and otherwise.

19. In addition to the malfeasance hereinabove described, upon information and belief, Thomas has at all times performed his job as chief executive officer of Chicago in an incompetent manner. Specifically:

a. He has not devoted his full business time to the affairs of Chicago and JBI;

b. He has failed to appear for appointments and scheduled staff meetings;

c. He has incurred expenditures on behalf of Chicago which were specifically in excess of the expenditures authorized by JBI's and Chicago's Board of Directors in connection with the development of a new product known as "Sooper Sip".

20. At all times relevant hereto:

a. The shares of common stock of JBI owned by the Directors, their spouses, their children and their grandchildren, as well as shares owned by such Directors in their capacities as Trustee, constitute and have constituted a majority of the issued and outstanding shares of common stock of JBI; and

b. The Directors constitute and have constituted a majority of the directors of JBI.

Because of the foregoing, the Directors are in actual control of JBI.

21. The Directors are unwilling to conduct a good faith investigation as to the alleged malfeasance and incompetence of Thomas in connection with his duties as chief executive officer of JBI.

22. Upon information and belief, the Directors have entered into and are presently participating in a conspiracy to hide the wrongdoing and corporate waste committed by Thomas, as alleged herein. By so doing, they are in violation of their fiduciary obligations to JBI and its stockholders.

23. Upon information and belief, the Directors (other than Thomas) have negligently and in violation of their fiduciary obligations as directors of JBI and Chicago failed to maintain control over the corporate waste committed by Thomas in connection with his expenditures on the "Sooper Sip" investment.

WHEREFORE, plaintiff prays as follows:

A. That judgment be entered against Thomas and the other Directors for the benefit of Chicago and JBI for all sums misappropriated by Thomas as aforesaid and for all sums negligently expended by Thomas in connection with the "Sooper Sip" investment;

B. That the plaintiff, for the benefit of Chicago and JBI, have such further relief as the Court may deem proper; and

C. That the plaintiff be awarded reasonable attorneys' fees and the costs incurred on prosecuting this action.

PLAINTIFF DEMANDS A JURY TRIAL.

JILL KASSELMAN, on her own behalf
and on behalf of all stockholders
of Joyce Beverages, Inc.

By Donald E. Egan
One of her attorneys

Donald E. Egan
Michael A. Reiter
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JURATS

STATE OF TEXAS
COUNTY OF HARRIS

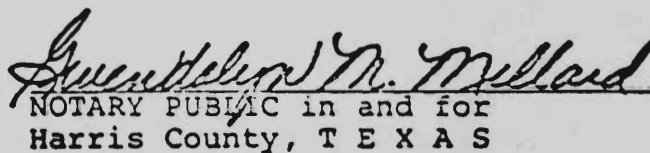
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VERIFICATION

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Jill Kasselmann, being duly sworn on oath deposes and states that she is the Plaintiff in this cause and that she has read the foregoing complaint and that it is true and accurate, except as to such matters as are alleged on information and belief and as to such matters, she believes them to be true and accurate on such information and belief.


Jill Kasselmann

SUBSCRIBED and SWORN to before me this 19th day of November, 1976.


NOTARY PUBLIC in and for
Harris County, T E X A S

GWENDOLYN M. MILLARD
Notary Public in and for Harris County, Texas
My Commission Expires November 10, 1977
Bonded by Alexander Lovett, Lawyers Surety Corp.

Exhibit III

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JILL KASSELMAN, on her own behalf
and on behalf of all stockholders
of Joyce Beverages, Inc.,

Plaintiff,

v.

JOYCE BEVERAGES, INC., a Delaware
corporation; CHICAGO SEVEN-UP
BOTTLING CO., an Illinois
corporation; MADISON SEVEN-UP
BOTTLING CO., an Illinois
corporation; NEW YORK SEVEN-UP
BOTTLING CO., an Illinois
corporation; ILLINOIS SEVEN-UP
BOTTLING CO., formerly known as
Joliet Seven-Up Bottling Co.,
an Illinois corporation;
JOHN M. JOYCE; THOMAS P. JOYCE;
JOHN M. JOYCE III; WILLIAM J.
COLLIER, JR.; R. J. PRITCHARD;
SIDNEY P. MUDD; PHILIP A. SCHAACK;
JAMES T. NORRIS; and E. THOMAS
SPENGLER,

Defendants.

No. 76 C 4417

AMENDED, SUPPLEMENTED COMPLAINT

COUNT I

Plaintiff, Jill Kasselmann, by her attorneys, states for
her cause of action against defendants as follows:

Parties

1. The plaintiff is a citizen and resident of the
State of Texas.

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2. Defendant Joyce Beverages, Inc. ("JBI") is a corporation organized under the laws of the State of Delaware, with its principal place of business in the State of New York. JBI is engaged, through its wholly-owned operating subsidiaries, Chicago Seven-Up Bottling Co. ("Chicago"), Madison Seven-Up Bottling Co. ("Madison"), New York Seven-Up Bottling Co. ("New York"), and Illinois Seven-Up Bottling Co., formerly known as Joliet Seven-Up Bottling Co. ("Illinois"), in the soft drink bottling and distribution business. (Chicago, Madison, New York and Illinois are hereinafter referred to as "subsidiaries").

3. Chicago is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in the State of Illinois. Madison is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in the State of Wisconsin. New York is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in the State of New York. Illinois is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in the State of Illinois.

4. Thomas P. Joyce, John M. Joyce, John M. Joyce III, William J. Collier, Jr., R. J. Pritchard, Sidney P. Mudd, Philip A. Schaack, James T. Norris, and E. Thomas Spengler (hereinafter referred to collectively as the "Directors")

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are members of the Board of Directors of both JBI and its subsidiaries and are stockholders of JBI. Each of the Directors is a citizen and resident of a state other than the State of Texas. Plaintiff's father, William J. Joyce, is also a director of JBI and its subsidiaries and a shareholder of JBI but is not made a defendant because he has not participated in the conduct complained of, and has attempted to correct the wrongdoing complained of herein by making demand on the other Directors for remedial action.

5. Thomas P. Joyce is the son of John M. Joyce. At all times relevant hereto he has been President and Treasurer of Chicago. He has been a Vice-President of JBI since its formation.

6. John M. Joyce III is the son of John M. Joyce and brother of Thomas P. Joyce. Since 1974 he has been President and Treasurer of New York. Prior thereto he was Executive Vice-President of New York. He has been a Vice-President of JBI since its formation.

7. Sidney P. Mudd is Chairman of the Board of New York and was President of New York prior to the reorganization. He has been President of JBI since its formation.

8. William J. Collier is personal attorney to John M. Joyce, General Counsel of JBI and its subsidiaries, Vice-President and Secretary of each of its subsidiaries.

9. Philip A. Schaack at all times relevant hereto has been President and Treasurer of Illinois and Chairman of the Executive Committee of Madison.

10. James T. Norris was Vice-President and Treasurer of JBI until his recent retirement because of age. He remains a member of the Board of Directors and its subsidiaries.

11. R. J. Pritchard replaced James T. Norris as Treasurer of JBI upon Norris' retirement.

12. E. Thomas Spengler is President and Treasurer of Madison.

Jurisdiction

13. The amount in controversy exceeds \$10,000 exclusive of interest and costs.

14. This Court's jurisdiction is invoked pursuant to Title 28, United States Code, Section 1332.

Allegations Pursuant to Rule 23.1

15. This is a stockholders' derivative action brought under Rule 23.1 of the Federal Rules of Civil Procedure. Plaintiff fairly and adequately represents the interests of all stockholders of JBI in enforcing the rights of JBI herein alleged.

16. On or about December 10, 1952, plaintiff was the owner of 52 shares of Chicago, 10 shares of Madison, 52 shares of New York, and 52 shares of Illinois. These shares were held by plaintiff continuously and were added to from time to time. By April 1, 1973, plaintiff had acquired a

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total of 1,259 shares of the subsidiaries. On or about April 1, 1973, plaintiff, pursuant to a plan of reorganization in which all shareholders of Chicago, Madison, New York, and Illinois participated, exchanged her total of 1,259 shares in the subsidiaries for 18,232.92 shares of JBI. JBI was formed in 1973 for the purpose of holding such shares. The aforesaid shares of JBI are and have been continuously owned by plaintiff. Plaintiff has been a shareholder of Chicago, Madison, New York, and Illinois or their holding company, JBI, at the time of all transactions complained of herein.

17. From the date of its inception as a corporation to the present time, each subsidiary has been dominated and controlled by JBI. The Board of Directors of each subsidiary is identical in composition to the Board of Directors of JBI. Meetings of JBI's Board of Directors are treated for all purposes as meetings of the Board of Directors of each of its operating subsidiaries.

18. This is not a collusive action to confer on a court of the United States jurisdiction which it would not otherwise have.

History and Development of
JBI as a Family Controlled Business

19. In 1935 John M. Joyce Sr., father of defendant John M. Joyce and grandfather of plaintiff and defendants

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Thomas P. Joyce and John M. Joyce III, founded as a sole proprietorship the business which has since grown into Joyce Beverages, Inc. and its wholly owned subsidiaries.

20. From 1935 until 1964 the business was controlled by John M. Joyce Sr., with his three sons, John M. Joyce, who joined the business in 1937, and William J. Joyce and Robert E. Joyce, who joined the business in 1935. During these years the business changed from a sole proprietorship, to a partnership between John M. Joyce Sr. and his three sons, and finally to several privately-owned corporations operating in specific geographic areas.

21. From time to time, nonfamily members were brought into the business to fill managerial positions. John M. Joyce Sr. and his three sons, however, retained control by making all significant policy and operational decisions. Specifically, defendant John M. Joyce controlled the business activities centered in New York, William J. Joyce controlled the business activities centered in Joliet, Illinois and Madison, Wisconsin, and Robert E. Joyce controlled the business activities centered in Chicago, Illinois. John M. Joyce Sr. was Chairman of the Board and oversaw the entire operation of the business.

22. Upon the death of John M. Joyce Sr. in 1964, the business continued to be controlled and managed by the three Joyce brothers, who continued to make all significant policy and operational decisions.

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23. In 1966 Robert E. Joyce relinquished his positions and sold his interest in the business. Shortly thereafter defendant Thomas P. Joyce, son of John M. Joyce (grandson of John M. Joyce Sr.), assumed control of the Chicago based operation of the business, becoming chief executive officer of Chicago.

24. On April 1, 1973, the business was reorganized. A new corporation, JBI, was created to act as a holding company for the stock of the individual corporations operating in the specific geographic areas.

25. At the time of this reorganization, descendants of the late John M. Joyce Sr. owned approximately 84% of the outstanding stock of the Joyce corporations in each specified geographic area. The reorganization accomplished a transfer and exchange of stock resulting in retention by the Joyce family of approximately 84% of the outstanding stock of JBI.

Present Control of JBI and its Subsidiaries

26. As a consequence of the reorganization, John M. Joyce became Chairman of the Board of JBI, thereby assuming the position of overall control of the family business, previously occupied by his father.

27. At the time of the reorganization and thereafter, John M. Joyce, Thomas P. Joyce, and John M. Joyce III, with the full assistance and cooperation of William J. Collier,

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Jr., R. J. Pritchard, Sidney P. Mudd, Philip A. Schaack, James T. Norris and E. Thomas Spengler, the other individual defendants herein, totally controlled the management, operation, and business affairs of JBI and its subsidiaries. This control is evidenced by the following:

a. The individual defendants have constituted the entire body of the Board of Directors of JBI, except for plaintiff's father, who fully approves of the bringing of this action.

b. The individual defendants have constituted the entire body of the Board of Directors of all subsidiaries, except for plaintiff's father.

c. JBI and each of its subsidiaries is managed and operated by an Executive Committee appointed by the Board of Directors. The individual defendants constitute the entire body of the Executive Committee of JBI and of each of its subsidiaries. Plaintiff's father was a member of the Executive Committees, but was removed from these positions subsequent to the filing of this lawsuit, as is more particularly set forth in paragraph 46 herein.

d. The individual defendants, their spouses and descendants at all times relevant hereto, have owned not less than a majority of voting shares of JBI.

e. The individual defendants have at all times relevant hereto cast their vote at shareholders'

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meetings, Board of Directors' meetings, and Executive Committee meetings in a manner consistent with the votes cast by John M. Joyce.

f. Since the formation of JBI and its subsidiaries, meetings of its Boards of Directors have been rubber stamp sessions designed entirely to give formal approval to the decisions made or approved by John M. Joyce. The Boards have never passed a matter not approved of in advance by John M. Joyce.

g. Prior to the reorganization, John M. Joyce was Chairman of the Board and Treasurer of New York. Subsequent to the reorganization, he has been Chairman of the Board of JBI and each of its subsidiaries. In virtue of his position and role in the development of the Joyce family business, he is the individual dominating all significant policy and operational decisions, and actions approved by him have never been rejected by the Boards of Directors or Executive Committees of JBI.

28. In addition to the individual defendants, the only other individuals having any substantial input into the decision-making process at JBI during the relevant times herein were plaintiff's father, William J. Joyce, and her brother, William J. Joyce Jr.

29. On August 5, 1976, John M. Joyce, Thomas P. Joyce, John M. Joyce III, William J. Collier, Jr., Sidney P. Mudd,

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and James T. Norris, caused plaintiff's brother, William J. Joyce Jr., to be removed from all positions that he then held with JBI and its subsidiaries. Each of the individual defendants subsequently ratified this action at a Board of Directors meeting.

30. On February 27, 1977 plaintiff's father was removed as a member of the Executive Committee by a vote of all other defendants herein. On April 1, 1977, by a vote of the Executive Committee, plaintiff's father was terminated from his employment as Chairman of the Board of Madison and Illinois.

31. The removal of plaintiff's father and brother from positions of authority with JBI, along with the disassociation, as previously alleged, of her uncle, Robert E. Joyce, has resulted in JBI and its subsidiaries being totally controlled by John M. Joyce and his two sons with the assistance and cooperation of the other individual defendants herein.

Demand on JBI

32. On September 8, 1976, oral demand was made upon John M. Joyce as JBI's Chairman of the Board by plaintiff's father, William, on his own behalf and that of his children, to conduct an investigation and auditing of the malfeasance and wrongdoing of John M. Joyce's son, Thomas (the malfeasant acts and wrongdoing are set forth in paragraphs 58 and 59.)

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33. At the time of this demand, John M. Joyce insisted that William should not further demand such an investigation and auditing at the forthcoming meeting of the Board of Directors on September 11, 1976, since he was prepared, as Chairman of the Board, to undertake the investigation and audit. He represented that William Joyce Sr. would be actively involved in planning the audit and investigation, and that his attendance would be sought at a meeting with auditors from Murphy, Lanier, and Quinn ("MLQ") to plan the investigation and audit. John M. Joyce has since reneged on those promises.

34. In reliance on the aforesaid representations of the Chairman of the Board, and with full knowledge that John M. Joyce directs and controls decisions of the Board, William did not at that time formally propose the investigation and audit to the Board of Directors.

35. Upon information and belief, on September 16, 1976 defendants Norris, Collier, and Pritchard met privately with auditors from MLQ. Neither plaintiff nor William J. Joyce Sr. were invited to this meeting, nor were they requested to provide input with respect to the direction of the investigation and audit.

36. Sometime between September 11, 1976 and September 21, 1976, defendant Norris informed the MLQ auditors that they were not to divulge any information concerning the September 16, 1976 meeting. Consequently,

when plaintiff's brother, William J. Joyce Jr., contacted one of the MLQ auditors on or about September 20, 1976, the auditor denied having attended any meeting with JBI representatives.

37. On or about September 20, 1976, another participating auditor from MLQ informed plaintiff's father that MLQ had been notified by William J. Collier, as General Counsel and Board member of JBI, that MLQ could not meet or talk with anyone from JBI except JBI's Audit Committee. JBI's Audit Committee was appointed by defendant John M. Joyce, and consists of defendants Norris, Collier, and Pritchard.

38. On September 21, 1976, plaintiff's father wrote John M. Joyce complaining about the manner in which the promised audit was being mishandled and about the failure to disclose to him developments relating to the audit. Carbon copies of this letter were sent to Board member James T. Norris, to plaintiff, and to other members of plaintiff's family.

39. On September 28, 1976, plaintiff, acting through her father and her attorneys, presented to JBI, through JBI's Directors, William J. Collier and James T. Norris, a written demand for an investigation and audit, as proposed by plaintiff's father on September 8, 1976. This demand contained a set of procedures setting forth minimal standards to insure that the audit would be meaningful.

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This demand, attached hereto and incorporated herein as Exhibit A, included a recommendation that the full Board of Directors be advised of the investigation.

40. By letter dated September 30, 1976 and addressed to plaintiff's attorney, William J. Collier, acting as the duly authorized agent of JBI and its subsidiaries and their Boards of Directors, rejected totally the September 28, 1976 demand. This letter, attached hereto and incorporated herein as Exhibit B, was addressed to plaintiff's attorney. The letter specifically requested that all communications relative to matters between JBI and clients of plaintiff's attorney, be directed to William J. Collier as General Counsel of JBI.

41. The September 30, 1976 letter further reflects that JBI intended to retain MLQ for the sole purpose of amending corporate tax returns for open years only. Defendants knew and were informed by plaintiff's attorney that a substantial portion of the wrongdoing of Thomas P. Joyce pre-dates JBI's open tax years relating to activities in 1969, 1970, 1971, 1972, and 1973, years that were being expressly excluded by the MLQ proposed audit. Defendants were then, and are now, aware that a mere amendment of tax returns will not remedy the injury caused to JBI by the wrongdoing of Thomas P. Joyce.

42. On October 15, 1976, William J. Collier, in a telephone conversation with plaintiff's attorney, stated that any investigation by JBI of the propriety of

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expenditures would be strictly limited to review of books and records for years in which the federal tax statute of limitations had not run. Collier further stated that JBI's only concern was related to the tax implications of what had occurred. Collier read to plaintiff's attorney a letter which purported to engage MLQ to examine books and records of the corporation, but limited the engagement to determining whether amounts taken on federal income tax returns were properly deducted or capitalized and to amending the corporate returns to properly reflect corporate income. Plaintiff's attorney advised Collier that the assignment given to MLQ was inconsistent with the agreement between John M. Joyce and William J. Joyce Sr. that had been reached on September 8, 1976.

43. To date plaintiff, her father, and her attorney have received no indication that the wrongdoing alleged of Thomas P. Joyce has been investigated, or that any action has been taken to remedy the injury to JBI and its subsidiaries caused by Thomas P. Joyce. Upon information and belief, based upon reports of present employees of JBI, MLQ has been instructed not to perform the audit of Chicago, Madison, and New York.

44. Thomas P. Joyce remains the President and Treasurer of Chicago.

Futility of Additional Efforts
to Obtain the Desired Action

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45. The history and development of JBI, as alleged in paragraphs 12 through 18 herein, and the present control of JBI, as alleged in paragraphs 19 through 24 herein, manifest the extent to which JBI was and is a family run business. These allegations further manifest the extent to which John M. Joyce and his sons, Thomas P. Joyce and John M. Joyce III, with the assistance and cooperation of the other individual defendants, presently control JBI. This control is now being exercised to exclude plaintiff and her family from any participation in the business.

46. Subsequent to the demand made through plaintiff's father and her attorney and subsequent to the filing of this lawsuit, the individual defendants have retaliated against plaintiff and her father for demanding redress of wrongdoing by removing plaintiff's father from positions as follows:

a. The Board of Directors voted at a February 27, 1977 meeting to remove William J. Joyce Sr. as a member of the Executive Committees of JBI and each of its subsidiaries. He was advised by John M. Joyce, his brother, on February 27, 1977 that effective January 1, 1977 he was to receive no compensation from JBI or its subsidiaries and that none of his business expenses would be reimbursed. His brother ordered him to return his company car and corporate credit cards. Defendant

Philip A. Schaack ordered him to cease utilizing the services of his company secretary. These actions were taken in retaliation for plaintiff's father's attempts to remedy the wrongs alleged herein, and William J. Joyce Sr. was specifically instructed by the Chairman of the Board that he was being given until April 1, 1977 to reconsider his actions concerning the corporation.

b. William J. Joyce Sr. did not retreat from his demand that remedial action be taken concerning Thomas P. Joyce's wrongdoing. By letter dated April 12, 1977, plaintiff's father was informed by John M. Joyce that the Executive Committee had terminated his employment as Chairman of the Board of the Illinois and Madison subsidiaries, effective as of March 31, 1977. This terminated an association of over 30 years of service. In his termination letter, John M. Joyce stated that he was "(s)orry it has to be this way particularly when it could have been avoided."

47. Subsequent to the demand made through plaintiff's father and her attorney and subsequent to the filing of this lawsuit, JBI has ceased paying dividends to its shareholders. This cessation of dividends was without a legitimate corporate purpose and was designed to punish plaintiff and her family for demanding remedial action, as follows:

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a. JBI has previously paid dividends in each year of its existence.

b. Prior to the reorganization and formation of JBI, its predecessor operating companies have paid dividends each year of their existence as corporations, extending back as far as 1952.

c. The company policy in favor of paying dividends each year has been so strong in the past that, when one operating company was unable to make dividend payments, other operating companies were caused to increase their dividend payments proportionately.

d. Even in years of marginal profitability, prior to the reorganization and formation of JBI, the operating companies have made dividend payments.

e. Presently and during the periods of time during which JBI has ceased dividend payments, JBI has experienced unprecedented earnings and profits, and has not experienced any unusual demand for capital utilization. Net earnings at fiscal year 1976 were approximately \$6,715,000 on sales of \$121,445,000, providing record net earnings of \$6.72 per share. During the first six months of 1977 net earnings were approximately \$3,475,230 on sales of \$66,761,560, providing net earnings of \$3.47 per share.

f. The cessation of dividend payments by permitting, in part, earnings and profits to accumulate

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instead of being divided or distributed, exposes JBI to assessment of a penalty tax under Section 531 of the Internal Revenue Code.

g. Plaintiff, plaintiff's parents, and their immediate descendants are presently owners of approximately 37% of the total issued and outstanding shares of JBI, and the cessation of dividend payments consequently inflicts severe financial deprivation upon plaintiff and her family.

48. At the same time that dividend payments have ceased, and sometime subsequent to September 1, 1976, the nine individual defendants herein have approved and appropriated extraordinary executive bonuses and salary increases. Plaintiff does not know the amount of increases for each executive, but is informed and believes that all individual defendants have received substantial increases in compensation. Plaintiff has been specifically informed of the existence of JBI memoranda reflecting the increases of Philip A. Schaack and E. Thomas Spengler. The details of these increases may be found in the books and records of JBI and its subsidiaries which are in defendants' exclusive control.

49. The aforesaid increases in compensation constitute self-dealing, corporate waste, and violation of fiduciary duties in that they were appropriated for no legitimate purpose, as follows:

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a. JBI discontinued its executive bonus program several years ago.

b. These increases contradict the strong company policy of only reviewing executive compensation on a 24 month basis, every other April. This pattern of salary review has existed for the past six years.

c. These unprecedented increases in executive compensation coincide with the unprecedented cessation of dividends, and were intended to compensate defendants for the cessation of their dividend payments.

50. Upon information and belief, the only investigation by defendants has been an ongoing investigation of plaintiff's brother, William J. Joyce Jr. The investigation of William J. Joyce Jr. and his removal from office, as alleged in paragraph 22, has given rise to the following lawsuits:

a. William J. Joyce, Jr. v. James T. Norris and John M. Joyce, case number W76G 3374L, is pending in the Circuit Court of the 12th Judicial Circuit, Will County. In this lawsuit plaintiff's brother seeks recovery against James T. Norris and John M. Joyce for defamatory statements made by defendants to JBI employees and to bank officials in the course of his removal from office.

b. William J. Joyce, Jr. v. John M. Joyce and Joyce Beverages, Inc., case number 76 C 4328, is

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pending in the U.S. District Court for the Northern District of Illinois, Eastern Division. In this lawsuit plaintiff seeks recovery against JBI for termination benefits promised and owing to him. Plaintiff, alternatively, seeks damages against John M. Joyce for fraudulent misrepresentations concerning the payment of the unpaid termination benefits.

c. Illinois Seven-Up Bottling Company v. William J. Joyce, Jr., W77G 1394 CH, is pending in the Circuit Court of the 12th Judicial Circuit, Will County. In this action, plaintiff's brother is being sued by Illinois for sums alleged to have been wrongfully taken from the corporation

51. The refusal to investigate Thomas P. Joyce and the actions taken adversely affecting plaintiff's family, upon information and belief based upon the facts alleged, are part of a conspiracy by the individual defendants to conceal the wrongdoing of Thomas P. Joyce and other defendants. In contrast, defendants have vigorously pursued the alleged wrongdoing of plaintiff's brother, as alleged in paragraph 50 herein.

52. The futility of making further demands on the Board of Directors (consisting of the nine individual defendants plus plaintiff's father) is manifested by the control of these individuals over JBI and its subsidiaries, their refusal to conduct a good faith investigation of wrongdoing, and their actions against plaintiff and her

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family which were designed to discourage this litigation and to punish plaintiff for pursuing this action. Plaintiff and her family have been effectively removed from having any input into the management and operation of the company.

53. In addition, the futility of making demands on the Board of Directors is manifested by the involvement of their individual Directors, and especially the involvement of Joyce family members, in the wrongdoing alleged in paragraphs 54 through 63 herein.

54. Upon information and belief, JBI and its subsidiaries, under the supervision and direction of defendants Sidney P. Mudd and Philip A. Schaack, have expended monies for political purposes in violation of the Federal Election Campaign Act, Pub. L. 92-225, 86 Stat. 11, as amended (codified at 2 U.S.C. §431, et. seq.), and the Federal Election Campaign Act Amendments of 1976, Pub. L. 94-283, 90 Stat. 475 (May 11, 1976), and in so doing have violated their fiduciary duties to JBI and its subsidiaries. This information and belief is based on information supplied by a former member of the Board of Directors of JBI and its subsidiaries.

55. The details of the activities complained of herein may be ascertained from books and records of JBI and its subsidiaries which are in the exclusive control of defendants. Specifically, some of this information may be ascertained from the expense accounts of Philip A. Schaack.

Plaintiff has been informed that an employee of Illinois has observed Philip A. Schaack on June 23, 1977 taking all his expense account records for 1972 through June, 1977 from the offices of Illinois, and removing these records in his automobile. Upon information and belief, Schaack's removal of these records was for the purpose of concealing his wrongdoing.

56. The following monies, upon information and belief as alleged in paragraph 54, have been wrongfully expended under the supervision and direction of Sidney P. Mudd and Philip A. Schaack:

a. Payment of full salary to Philip A. Schaack as President of Illinois, while Schaack devoted at least two months during 1972, 1974, and 1976 as campaign manager for a candidate for United States Congress, and during such time neglected his duties at Illinois.

b. Reimbursing Philip A. Schaack for trips to Washington, D.C., which were not business related, but rather connected solely with his duties as campaign manager for a United States Congressman.

c. Payment of postal expenses for a congressional candidate's mailing expenses in 1972.

d. Payment of salaries to Illinois secretaries who for several weeks in 1972, 1974, and 1976 worked exclusively on a congressional candidate's campaign mailing.

e. Payment of bills incurred as a result of

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victory celebration parties held for a congressional candidate in 1972, 1974, and 1976.

f. Reimbursement for Illinois officers' cash contributions to a congressional candidate. The contributions were made at the request of Schaack along with Schaack's instruction to add the amount of contribution to their monthly expense account so that they could be fully reimbursed by Illinois.

57. Upon information and belief, each individual defendant herein has participated in gross corporate waste, negligent mismanagement, and violation of their fiduciary duties in their dealings for JBI and its subsidiaries with Transervice Lease Corporation, as described below. This information and belief is based upon the report of a former director and officer of JBI. The details of the activities complained of herein may be found in the books and records of JBI and its subsidiaries which are in the exclusive control of defendants.

a. Transervice Lease Corporation ("TLC") is a Delaware corporation formed March 25, 1969, engaged in the business of leasing equipment and trucks.

b. The Joyce family operating companies, pursuant to a plan approved by their respective Boards of Directors, began in 1969 to sell a substantial portion of their then owned fleet of trucks and other equipment to TLC. This plan presented to the Board of Directors by defendant Mudd included the following promised

benefits to the operating companies: increased working capital, economies resulting from TLC's expertise in fleet management, and the opportunity for shareholders of the Joyce operating companies to purchase 50% of TLC's shares.

c. Based upon the foregoing representations of Mudd as to the benefits to the company, the Boards of Directors approved the plan subject to review by their then counsel, William J. Collier. Collier reviewed and approved the plan.

d. Defendant John M. Joyce decided which Joyce shareholders would be permitted to purchase TLC shares and how many shares they would be permitted to purchase. In deciding the distribution of TLC shares, John M. Joyce excluded some shareholders from the opportunity to invest in TLC, and did not provide the opportunity on a pro rata basis to then existing Joyce shareholders. Whereas individual defendants owned approximately 55% of the outstanding shares of the Joyce companies, they were offered, and did purchase, approximately 80% of the shares of TLC that were distributed to Joyce shareholders.

e. The sale of the Joyce fleets to TLC was at a price well below market value.

f. Since TLC was unable to arrange its own financing, defendant Collier arranged for payment by TLC of the Joyce fleet from the proceeds of loans made

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by TLC but guaranteed by the Joyce companies. Collier negotiated the necessary loans.

g. TLC has proceeded to lease back the purchased items to the Joyce companies at prices exceeding the going rates. These leases have been entered into, and renewed, without competitive bidding.

h. Defendants Thomas P. Joyce and Sidney P. Mudd have spent company time soliciting business for TLC and charging their expenses related thereto to the Joyce companies.

i. Plaintiff's father was a director of TLC but did not attend directors' meetings from 1969 through most of 1974. Rather, he relied entirely on his brother, John M. Joyce, for information concerning TLC.

j. The original underpriced sale at unfavorable terms, the exorbitant leaseback, the conflict in interest caused by the dual ownership relation, the uneven distribution of shares by John M. Joyce, and the Joyce companies' payment of TLC expenses constitute corporate waste, negligent management, diversion of corporate opportunity, and violation of fiduciary duties on the part of defendants John M. Joyce, Thomas P. Joyce, Sidney P. Mudd, and William J. Collier, Jr. Plaintiff has been informed and believes that the other individual defendants knew of and approved the wrongdoing complained of herein, and thereby violated their corporate fiduciary duties.

Other Violations of Fiduciary
Duties of Thomas P. Joyce, John M.
Joyce, William J. Collier, Jr.
James T. Norris and Philip A. Schaack

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58. Upon information and belief, since 1969, and for some time prior thereto, defendant Thomas P. Joyce ("Thomas"), in violation of his fiduciary duties to the company, has utilized his position as chief executive and operating officer of Chicago to divert substantial funds and assets of JBI and of Chicago to his own personal benefit. This information and belief is based upon information obtained from past and present members of JBI's Board of Directors, past and present employees of JBI and its subsidiaries, including individuals with direct involvement with and knowledge of the keeping of JBI's books and records, and individuals who have worked with Thomas P. Joyce. This information has been confirmed in part, and added to, by private investigators retained by plaintiff's attorneys. The exact dates, amounts, and other details of the activities complained of herein may be ascertained from the books and records of JBI and Chicago which are within the exclusive control of defendants herein. These defendants have refused to permit an examination and audit of these books and records. Specifically, and without limiting the generality of the foregoing allegations:

- a. Employees on Chicago's payroll have been directed by Thomas to perform personal services for

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him, services which involved a substantial portion of their working hours over a substantial period of time. These employees have performed plumbing, electrical, and carpentry work at Thomas' personal residence, and have generally performed work remodeling and maintaining Thomas' residence. An employee of Chicago has for a substantial period of time been employed nearly full time at Thomas' residence. All of these employees were paid for performing these services from the Chicago payroll at Thomas' direction.

b. Thomas has purchased non-business goods and services and arranged for these goods and services to be billed to Chicago. Expensive landscaping of Thomas' personal residence has been billed to and paid for by Chicago.

c. Thomas and members of his family have purchased several expensive gifts for personal acquaintances with company funds. Plaintiff has been informed that some of these gifts were purchased from "Marshall Field" and "Neiman Marcus".

d. Thomas has arranged for payment of personal entertainment bills with company funds. This included payments of Thomas' personal expenditures at Exmoor Country Club and Chicago Athletic Club. Although Thomas has seldom been called upon to provide business entertainment, the company paid several thousand

dollars a year to these country clubs for expenses that Thomas submitted as business expenses.

e. Automobiles have been purchased for Thomas and members of his family using funds provided by Chicago.

f. Thomas has taken business trips in his capacity as a member of the Board of Directors of other corporations that bear no relation to the business of JBI or its subsidiaries, and has charged JBI and its subsidiaries for the expenses from these trips.

g. The extent of Thomas' foregoing misappropriation from JBI and its subsidiaries was such that a former accountant of Chicago has reported that he would weekly come across invoices submitted for payment that would strongly suggest personal goods or services were being provided for Thomas and paid for by the company.

h. In addition to the incurring of the foregoing expenditures, upon information and belief, during the period of 1969 to date, Thomas has taken active steps to conceal the nature and extent thereof, by directing that invoices be altered, by charging large single expenses to several different accounts, and otherwise. The former accountant of Chicago has reported that Thomas on occasions gave directions to employees of Chicago to alter invoices in a manner designed to disguise Thomas' misappropriation.

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59. In addition to the malfeasance hereinabove described, upon information and belief Thomas has at all times performed his job as chief executive officer of Chicago in an incompetent manner. This information and belief is based upon information obtained from a past member of the Board of Directors of JBI and its subsidiaries and past employees of JBI and its subsidiaries. Many specifics and details of the items below may only be obtained from an examination and audit of the books of JBI and its subsidiaries, which defendants have refused to permit. Thomas has failed to competently perform his duties as follows:

a. He has not devoted his full business time to the affairs of Chicago and JBI.

b. He has failed to appear for appointments and scheduled staff meetings.

c. He has knowingly incurred expenditures on behalf of Chicago which exceeded by more than \$200,000 the expenditures authorized by the Board of Directors in connection with the development of a new product known as "Sooper Sip".

60. Plaintiff has been informed and believes that from 1969 through May, 1977 John M. Joyce has charged JBI and its subsidiaries for personal expenses incurred, and that JBI has paid these expenses. This information and belief is based upon information supplied by past and present employees. Some of these expenditures have been verified

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against records of payments made by JBI to an aircraft leasing company. The details of the activities complained of herein may be found in the books and records of JBI, which are in the exclusive control of defendants.

61. In 1975, upon information and belief, James T. Norris used a company car and charged personal expenses to JBI during a two month personal vacation. In so doing, Norris violated his fiduciary duties as a Director of JBI. This information and belief is based upon reports of present and past employees of JBI. Further details concerning this use of company funds for personal use may be ascertained from books and records of JBI and its subsidiaries, which are in the exclusive control of defendants.

62. In 1976, upon information and belief, Philip A. Schaack converted several thousand dollars of Illinois funds by purchasing an automobile for his own personal use from Illinois at a price far below fair market value, and by arranging for expensive repairs to the automobile to be paid for by Illinois. This information and belief is based upon information provided by a former employee of Illinois and upon invoices of Frank Brown Cadillac, Inc. and Illinois Purchase Requisition and Voucher Ticket statements. The aforesaid scheme constitutes a violation of Schaack's fiduciary duties as an officer and Director of Illinois.

63. Plaintiff has been informed and believes that William J. Collier has received some personal services paid for by JBI. The source of this information is an employee of JBI.

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64. As a result of falsification and confiscation of books and records and the complexity of the transactions complained of herein, a detailed accounting is required to establish the exact amounts of money owed to JBI and its subsidiaries.

WHEREFORE, plaintiff prays as follows:

A. That an independent audit and accounting be made of the books and records of JBI and its subsidiaries to determine the amounts owed JBI and its subsidiaries by each of the individual defendants herein;

B. That judgment be entered against John M. Joyce, Thomas P. Joyce, William J. Collier, James T. Norris, and Philip A. Schaack for all sums that each individually misappropriated from JBI and its subsidiaries;

C. That judgment be entered against Thomas P. Joyce for all sums charged by him to JBI and its subsidiaries for business expenses not relating to the business of JBI and its subsidiaries;

D. That judgment be entered against each individual defendant for all sums negligently expended in connection with the "Sooper Sip" investment;

E. That plaintiff, for the benefit of JBI and its subsidiaries, have such further relief as the Court may deem proper; and

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F. That the plaintiff be awarded reasonable attorneys' fees and the costs incurred in prosecuting this action.

COUNT II

1-52. Plaintiff realleges paragraphs 1 through 52 of Count I in haec verba as paragraphs 1 through 52 of Count II.

53. In addition, the futility of making demands on the Board of Directors is manifested by the involvement of their individual members, and especially the involvement of Joyce family members in the wrongdoing alleged in paragraphs 54 through 63 herein.

54-60. Plaintiff realleges paragraphs 57 through 63 of Count I in haec verba as paragraphs 54 through 60 of Count II.

Violation of Fiduciary Duties in
Illegal Political Contribution Scheme

61-63. Plaintiff realleges paragraphs 54 through 56 of Count I in haec verba as paragraphs 61 through 63 of Count II.

64. Plaintiff realleges paragraph 64 of Count I in haec verba as paragraph 64 of Count II.

WHEREFORE, plaintiff prays as follows:

A. That an independent audit and accounting be made of the books and records of JBI and its

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subsidiaries to determine the amounts owed JBI and its subsidiaries by each of the individual defendants herein;

B. That judgment be entered against Sidney P. Mudd and Philip A. Schaack for all sums expended by JBI and its subsidiaries for unlawful political contributions;

C. That plaintiff, for the benefit of JBI and its subsidiaries, have such further relief as the Court may deem proper; and

D. That the plaintiff be awarded reasonable attorneys' fees and the costs incurred in prosecuting this action.

COUNT III

1-52. Plaintiff realleges paragraphs 1 through 52 of Count I in haec verba as paragraphs 1 through 52 of Count III.

53. In addition, the futility of making demands on the Board of Directors is manifested by the involvement of their individual members, and especially the involvement of Joyce family members in the wrongdoing alleged in paragraphs 54 through 63 herein.

54-56. Plaintiff realleges paragraphs 54 through 56 of Count I in haec verba as paragraphs 54 through 56 of Count III.

57-62. Plaintiff realleges paragraphs 58 through 63 of

Count I in haec verba as paragraphs 57 through 62 of Count III.

Wrongdoing Relating to Dealings
With Transervice Lease Corporation

63. Plaintiff realleges paragraph 57 of Count I in haec verba as paragraph 63 of Count III.

64. Plaintiff realleges paragraph 64 of Count I in haec verba as paragraph 64 of Count III.

WHEREFORE, plaintiff prays as follows:

A. That an independent audit and accounting be made of the books and records of JBI and its subsidiaries to determine the amounts owed JBI and its subsidiaries by each of the individual defendants herein;

B. That judgment be entered against each individual defendant for all losses incurred by JBI and its subsidiaries resulting from its sales and lease transactions with Transervice Lease Corporation;

C. That judgment be entered against Thomas P. Joyce and Sidney P. Mudd for all sums incurred in soliciting customers for Transervice Lease Corporation and paid for by JBI and its subsidiaries;

D. That plaintiff, for the benefit of JBI and its subsidiaries, have such further relief as the Court may deem proper; and

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E. That the plaintiff be awarded reasonable attorneys' fees and the costs incurred in prosecuting this action.

COUNT IV

1-64. Plaintiff realleges paragraphs 1 through 64 of Count I in haec verba as paragraphs 1 through 64 of Count IV.

Wrongdoing Relating to
Payment of Excessive Compensation

65. The cessation of dividends, coupled with the approval and payment of extraordinary bonuses and salary increases, as alleged in paragraphs 47, 48, and 49 herein, constitute self-dealing, corporate waste, and violation of the individual defendants' fiduciary duties.

WHEREFORE, plaintiff prays as follows:

A. That an independent audit and accounting be made of the books and records of JBI and its subsidiaries to determine the amounts owed JBI and its subsidiaries by each of the individual defendants herein;

B. That judgment be entered against each individual defendant for all sums that each has been wrongfully paid in executive bonuses and salary increases since September 1, 1976;

C. That plaintiff, for the benefit of JBI and its subsidiaries, have such further relief as the Court may deem proper; and

D. That plaintiff be awarded reasonable attorneys' fees and the costs incurred in prosecuting this action.

COUNT V

1-64. Plaintiff realleges paragraphs 1 through 64 of Count I in haec verba as paragraphs 1 through 64 of Count V.

65. Upon information and belief, the actions of defendants Thomas P. Joyce, John M. Joyce, James T. Norris, Philip A. Schaack, and William J. Collier, Jr. alleged herein were performed knowingly and fraudulently, and were done for the purpose of depriving and diverting assets, funds, and benefits of JBI and its subsidiaries to the aforesaid defendants for their personal gain.

66. Plaintiff is entitled to punitive damages against Thomas P. Joyce, John M. Joyce, James T. Norris, Philip A. Schaack, and William J. Collier, Jr. for the purpose of punishing said defendants and deterring others from performing similar acts in the future.

WHEREFORE, plaintiff prays as follows:

A. That judgment be entered against defendant Thomas P. Joyce in the amount of \$1,000,000 as punitive damages, and that judgment be entered in the amount of \$250,000 individually against defendants John M. Joyce,

William J. Collier, Jr., James T. Norris, and Philip A. Schaack as punitive damages;

B. That plaintiff for the benefit of JBI and its subsidiaries have such further relief as the Court may deem proper; and

C. That plaintiff be awarded reasonable attorneys' fees and the costs incurred in prosecuting this action.

PLAINTIFF DEMANDS A JURY TRIAL

Jill Kasselmann, on her own behalf
and on behalf of all stockholders
of Joyce Beverages, Inc.

By _____
One of Her Attorneys

Donald E. Egan
Michael A. Reiter
Irving B. Levinson
Katten, Muchin, Gittles,
Zavis, Pearl & Galler
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603
(312) 346-7400

MEMORANDUM

TO: John M. Joyce

FROM: William J. Joyce

DATE: September 28, 1976

RE: OUTLINE OF PROPOSED PROCEDURES FOR
REVIEW OF EXECUTIVE EXPENDITURES

1. Tom Joyce Interview.

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The first step should be for you and I to sit down privately with Tom and inform him that questions have been raised concerning his personal expenditures charged to the company, and that the company expects to conduct an audit of such expenditures for the period 1969-76. He should be asked if he has anything he wishes to disclose and whether we expect there is anything improper which will be disclosed. If there is no such disclosure, he should be informed that Bill has been asked to prepare a confidential report to the auditors concerning the evidence he has assembled (see ¶2), and that it is requested that Tom sign a release as to any claims based on the report (and that Bill has done the same for a similar report to be prepared by Norris).

2. Preparation of Reports.

The next step is the preparation of a confidential report by Jim Norris on his findings with respect to his recently completed investigation of Bill, and a similar report on Tom to be prepared by Bill. Each report will be delivered only to the auditors, and should be prepared with complete specificity as to names, dates, addresses, etc. so as to enable the auditors to verify the specific

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charges which have been lodged. The report should be addressed to the auditors hereinafter identified and the preparers should be instructed to deliver the reports directly to the auditors upon completion of the engagement arrangement with them (see ¶3).

3. Identity of Auditors.

I propose that the audit be conducted jointly by Murphy, Lanier & Quinn and Arthur Andersen & Co., who have been retained by my family at times on various matters. I would recommend Earl Ballard of the MLQ as the senior on the matter for that firm, and Ron Kaminski of AA will supply us with the name of an appropriate senior for their firm.

The employment of the auditors and the scope of their employment will be set forth in an engagement letter in substantially the form enclosed herewith.

4. Supervision of Audit.

I suggest that you and I serve as an informal committee to deal with the auditors on this matter. All communications from the auditors should be directed in writing to both of us or communicated orally only to the two of us.

Our sole function will be to respond to questions put to us about the audit, and we will not be privy at any time to the actual

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investigation or the auditors' findings until issuance of their report.

5. Support Personnel.

The auditors may be required to retain investigative personnel to conduct personal interviews, search records, etc., and they should be authorized to do so. Also, there may be certain legal matters which arise in the course of the audit, and we should agree on a law firm to which such questions can be referred.

6. Personal Interviews.

A substantial portion of the audit will consist of the development of evidence from interviews with employees, ex-employees and outsiders. When such an interview is required, the auditors will be requested to notify us, and you will sign a letter addressed to the interviewee requesting of him that he give his full cooperation to the interview (the form of this letter can be agreed to in advance by us).

Also, some potential interviewees will request reimbursement for legal fees or even some compensation. That should be taken up by us jointly on a case by case basis.

7. Expenses.

The expenses incurred in connection with the audit shall be borne by the companies.

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8. Timing.

The auditors shall be requested to complete their investigation and prepare a confidential written report on their findings addressed to you and me by December 15, 1976. The priority in terms of time shall be on the Chicago review, with the Illinois and Madison reviews having a lower time priority in the event of time pressure.

9. Disposition of Results.

We will make every conceivable effort to keep both the investigation and the results thereof confidential. However, to be realistic, we must realize that this will be quite difficult. Moreover, I see no alternative to informing the Board of Directors of the audit, inasmuch as the companies will be bearing what may be a substantial expense. I do feel, however, that the contents of the report of the auditors should be kept confidential so long as you and I agree on the ultimate actions to be taken as a result thereof.

RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

A. Thomas P. Joyce ("Thomas") is the chief operating officer of Chicago Seven-Up Bottling Co. ("Chicago").

B. William J. Joyce, Jr. ("William"), until his recent resignation, has been an officer of Illinois Seven-Up Bottling Co. ("Illinois") and Madison Seven-Up Bottling Co. ("Madison").

C. There has been called into question recently the propriety of certain expenses charged to Chicago, Illinois and Madison at the direction of William and Thomas and certain other activities of William and Thomas.

D. Directors of Chicago, Illinois and Madison have determined that a full audit of the expenditures of said companies for the period 1969-76 shall be conducted by the accounting firms of Murphy, Lanier & Quinn ("MLQ") and Arthur Andersen & Co. ("Andersen").

E. In connection with said audit and at the request of John M. Joyce and William J. Joyce, James Norris ("Norris"), a director of Joyce Beverages, Inc. ("JBI"), the parent parent of Chicago, Illinois and Madison, has been asked to

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submit to MLQ and Andersen a written report of his investigation of the activities of William ("the Norris Report"), and William has been asked to submit a similar report of the activities of Thomas ("the Joyce Report").

NOW THEREFORE, IN CONSIDERATION OF THE RELEASE OF THE OTHER SIGNATORY HERETO CONTAINED HEREIN, THOMAS AND WILLIAM AGREE AS FOLLOWS:

1. Thomas does hereby release and forever discharge William, John M. Joyce, William J. Joyce, MLQ, Andersen, JBI, Illinois, Chicago and Madison, and their respective heirs, executors and administrators, of and from any of the following ("Claims"): all actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, controversies, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity (including any and all Claims based on libel, slander or interference with contractual relations) which have arisen or may arise in the future out of the preparation or submission of the Joyce Report and the conduct of the audit hereinabove referred to; provided, however, such release shall not apply to any person, firm or corporation which uses any information contained or discovered in connection with the Joyce Report or said audit for any purpose other than a valid corporate purpose of JBI or any subsidiary thereof (for purposes hereof, any investigation of alleged wrongdoing by an employee of JBI or a subsidiary thereof against his employer shall

be conclusively deemed to be a valid corporate purpose thereof).

2. William does hereby release and forever discharge Norris, John M. Joyce, William J. Joyce, MLQ, Andersen, JBI, Illinois, Chicago and Madison, and their respective heirs, executors and administrators, of and from any and all Claims (including any and all Claims based on libel, slander or interference with contractual relations) which have arisen or may arise in the future out of the preparation or submission of the Norris Report and the conduct of the audit hereinabove referred to; provided, however, such release shall not apply to any person, firm or corporation which uses any information contained or discovered in connection with the Norris Report or said audit for any purpose other than a valid corporate purpose of JBI or any subsidiary thereof (for purposes hereof, any investigation of alleged wrongdoing by an employee of JBI or a subsidiary thereof against his employer shall be conclusively deemed to be a valid corporate purpose thereof); provided, further, that nothing herein shall be deemed to impair any obligations of JBI, Illinois or Madison or other affiliate thereof to William given as consideration for his resignation, including but not limited to that certain memorandum entitled "Terms of Resignation" signed by John M. Joyce and dated August 5, 1976.

WITNESS our signatures and seals this _____ day of _____, 1976.

(SEAL)
Thomas P. Joyce

(SEAL)
William J. Joyce

STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

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This is to certify that THOMAS P. JOYCE, personally known to me to be the same person whose name is subscribed to the foregoing release appeared before me, _____, a notary public this _____ day of _____, 1976, and expressly acknowledged to me the execution of said foregoing release as his free and voluntary act, receipt of consideration as recited therein, and that he understood the foregoing release to be a General Release and intended to be legally bound by the same.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

This is to certify that WILLIAM J. JOYCE, JR., personally known to me to be the same person whose name is subscribed to the foregoing release appeared before me, _____, a notary public this _____ day of _____, 1976, and expressly acknowledged to me the execution of said foregoing release as his free and voluntary act, receipt of consideration as recited therein, and that he understood the foregoing release to be a General Release and intended to be legally bound by the same.

Notary Public

My Commission Expires: _____

PROPOSED FORM OF ENGAGEMENT LETTER

[JBI LETTERHEAD]

Murphy, Lanier & Quinn
135 South LaSalle Street
Chicago, Illinois

Arthur Andersen & Co.
69 West Washington Street
Chicago, Illinois

Gentlemen:

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In recent weeks, serious charges have been made against two of our officers, William J. Joyce, Jr. ("William"), a former officer of our subsidiaries, Illinois Seven-Up Bottling Co. ("Illinois") and Madison Seven-Up Bottling Co. ("Madison"), and against Thomas P. Joyce ("Thomas") an officer of Chicago Seven-Up Bottling Co. ("Chicago"). The charges relate to alleged misappropriations of corporate funds and personnel for personal use. We have come to the reluctant conclusion that a full investigation of the accuracy of these charges is necessary, and by this letter we would like to engage your firms to conduct such investigation jointly. In addition, if anyone at Murphy, Lanier & Quinn at present has any information concerning improper expenditures, we would like to be so informed at once.

You will shortly be receiving a written report from William concerning the results of an investigation he has been conducting concerning the charges against Thomas. James Norris will prepare and submit a similar report on his investigation of William's activities. These reports will be addressed to your firms and should be kept completely confidential by you (to the extent that even the undersigned are not entitled to examine them).

The scope of your engagement is as follows:

1. A complete review of the propriety of the expenditures of Chicago, Illinois and Madison for the period 1969-76, with particular emphasis on those areas raised in the reports you will receive.
2. Verification or repudiation of the charges contained in the reports.
3. Determination as to whether active steps were taken to conceal improper activities.

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In performing your investigation, you will be authorized to do the following:

A. Review the financial records of the three corporations and the parent.

B. Interview employees, ex-employees and third parties for purposes of establishing the propriety of expenditures and use of company personnel. To the extent that you require investigative support to conduct interviews, you are authorized to retain such support. You will be supplied with an authorization letter addressed to any interviewee signed by John M. Joyce for purposes of enlisting cooperation.

C. If you feel you require counsel, we will mutually agree on a firm to act in that capacity.

D. Prepare and submit to the undersigned a confidential report of your findings in such form as you deem appropriate.

We would like to have your report in our hands by December 31, 1976. In the event of any time pressure, you are to give the review of Chicago highest priority.

We ask that any communication to any of the undersigned be in writing addressed to us as follows:

To John M. Joyce:

To William J. Joyce:

or by face to face conversation at which we are both present. We also ask that you maintain the confidentiality of the investigation to as great an extent as possible.

We enclose a Release Agreement which has been executed by William and Thomas which we believe you will find satisfactory.

If the foregoing engagement is acceptable, kindly sign and return the enclosed counterparts of this letter to each of the undersigned.

Yours truly,

John M. Joyce

William J. Joyce

The foregoing engagement is acceptable.

MURPHY, LANIER & QUINN

By: _____

ARTHUR ANDERSEN & CO.

By: _____

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JOYCE BEVERAGES INC.

JOYCE ROAD • NEW ROCHELLE, NEW YORK 10802
914-632-7060

WILLIAM J. COLLIER, JR.
VICE PRESIDENT & GENERAL COUNSEL

September 30, 1976

Donald E. Egan, Esq.
Katten, Muchin, Gittles, Zavis, Pearl & Galler
4100 Mid-Continental Plaza
55 East Monroe Street
Chicago, Illinois, 60603

Dear Mr. Egan:

I am responding to your letter of September 28, 1976 on behalf of John M. Joyce, to whom the enclosed memorandum was addressed, as well as Joyce Beverages Inc., including its various subsidiaries.

Without going into specifics on the enclosures to said letter, they are novel, but in no way serve the best interests of the corporation. Any conclusions or implied agreements contained therein are rejected as unfounded.

Please be further advised that it is the intention of Joyce Beverages Inc., to retain the services of Murphy, Lanier & Quinn for the purpose of amending the corporate tax returns for all open years. They will conduct whatever review and/or audit they deem necessary for an independent third party analysis and amendment of said open returns. If you so desire, we will advise you of any determinative results obtained.

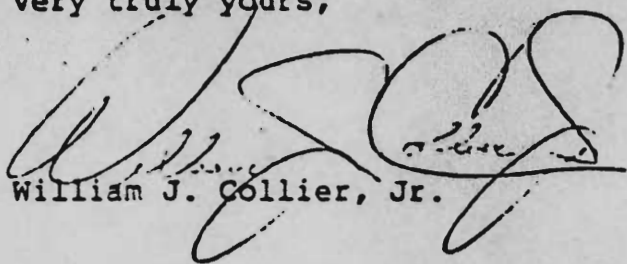
TUP • DIET TUP • OR PEPPER • SUGAR FREE OR PEPPER • ROYAL CROWN COLA • DIET-RITE COLA • NEMI • ORANGE CRUSH
HIRES • SQUIRT • DAD'S • TRU-AGE • FROSTIE • BROWNIE • HOWDY • NESTEA

NEW YORK • CHICAGO • WASHINGTON • JOLIET • MADISON

EXHIBIT B

All communications relative to matters between Joyce Beverages Inc., and your clients should be directed to my attention as General Counsel.

Very truly yours,


William J. Collier, Jr.

WJC:mf

cc: W. J. Joyce
J. M. Joyce
Cummings & Lockwood
Murphy, Lanier & Quinn
Audit Committee

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JURATS

STATE OF TEXAS §

COUNTY OF HARRIS §

VERIFICATION

Jill Kasselmann, being duly sworn on oath deposes and states that she is the Plaintiff in this cause and that she has read the foregoing complaint and that it is true and accurate, except as to such matters as are alleged on information and belief and as to such matters, she believes them to be true and accurate on such information and belief.

Jill Kasselmann
Jill Kasselmann

SUBSCRIBED and SWORN to before me this 27th day of June, 1977.

Charlotte M. [Signature]
NOTARY PUBLIC in and for
Harris County, TEXAS

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Amended, Supplemented Complaint were served on David P. Schippers, Esq., Schippers, Betar, Lamendella & O'Brien, 79 W. Monroe Street, Chicago, Illinois 60603 and Matt P. Cushner, Esq., Sheldon Davidson, Esq., Pedersen & Houpt, 180 N. LaSalle St., Chicago, Illinois 60601 this 29th day of June, 1977 by messenger delivery.

Irving B. Levinson

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Exhibit IV

780-0043041

IN THE DISTRICT COURT OF THE 12TH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

WILLIAM J. JOYCE, JR.,)

Plaintiff,)

v.)

No.)

JAMES T. NORRIS and)
JOHN M. JOYCE,)

Defendants.)

W76G 3374 L

COMPLAINT

Plaintiff, William J. Joyce, Jr., by his attorneys,
Katten, Muchin, Gittles, Zavis, Pearl & Galler and George P.
Troha, states for his Complaint against defendants James T.
Norris and John M. Joyce as follows:

COUNT I

1. Plaintiff is a resident of Will County, Illinois.
At all times prior to the publication of the matters herein-
after complained of, plaintiff was a person of good name,
fame and reputation in his community.

2. Defendant James Norris (hereinafter referred to as
"Norris") was at the times complained of herein, and still is,
a Vice-President, Treasurer and Director of Joyce Beverages,
Inc. ("JBI").

3. Defendant John M. Joyce ("Defendant Joyce") was at
the times complained of herein, and still is, Chairman of
the Board of JBI.

4. Plaintiff was, until August 5, 1976, a Vice-President
and Director of JBI and its wholly-owned subsidiaries, Illinois
Seven-Up Bottling Co. (hereinafter referred to as "Ill.
Seven-Up") and Madison Seven-Up Bottling Co. His successful

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employment in said positions and in regard to his own private investments and unrelated business opportunities was dependent on his good name and reputation for honesty and integrity.

5. On or about July 1, 1976 Defendant Joyce directed Norris to investigate plaintiff for the purpose of obtaining information that could be used to impair plaintiff's good name and reputation for honesty and integrity, thereby prejudicing plaintiff in the successful conduct of his employment.

6. On or about July 24, 1976 Norris, without the knowledge or consent of plaintiff, went to the premises of Ill. Seven-Up in Joliet, Illinois for the purpose of conducting his investigation of plaintiff. Norris continued the investigation throughout the business week commencing July 26, 1976 and made no effort to maintain the confidentiality of the nature of his investigation.

7. During and subsequent to the aforesaid investigation, Norris deliberately, maliciously and unjustifiably did make the following defamatory statements in Joliet, Illinois to employees of Ill. Seven-Up, to wit:

a. On July 29, 1976. to E. A. Hauert, Jr.,
Assistant Controller of Ill. Seven-Up:

(1) "Everett, we have known for some time that Bill Joyce, Jr. has been a liar and is stealing from the organization, so we are out to get him — that is, remove him."

(2) "The magnitude of this search is approaching \$100,000, which is well over the \$20,000 mentioned to you before. However, don't quote me on this for I have yet to verify all of the documents, but it must be at least \$85,000. So what I'm saying to you, Ev, is that we have a situation here that goes

beyond the fringe benefit area. It is embezzlement and theft or whatever."

b. On Thursday, July 29, 1976, to Marian P. Mahalik, a secretary employed by Ill. Seven-Up:

"I would say that Bill Joyce, Jr. bilked this company for one hundred grand."

8. Subsequent to July 26, 1976, Norris communicated with various representatives of the Union National Bank, Joliet, Illinois, and stated to them that plaintiff had misappropriated substantial funds from JBI and its subsidiaries

9. The statements made by Norris, as stated in Paragraphs 7 and 8 herein, were all directed to refer to plaintiff, and to falsely accuse plaintiff of embezzlement, theft and misappropriation of funds from JBI and its subsidiaries.

10. These statements were made with knowledge of their falsity or in reckless disregard for their truth or falsity, and Norris did not inquire of plaintiff as to the truth or falsity of these statements before publishing them.

11. As a result of the foregoing defamatory statements by Norris:

a. Plaintiff has been forced to resign his position with JBI and its subsidiaries;

b. Plaintiff's long-standing banking relationship with Union National Bank and the terms on which said bank loans funds to plaintiff, have been adversely affected;

c. Plaintiff's relationships with other financial institutions have been materially and adversely affected;

d. Plaintiff has been deprived of business opportunities which he would otherwise have had;

c. Plaintiff's reputation, credit, and standing in the community have been irreparably injured, and he has suffered grievous embarrassment.

WHEREFORE, plaintiff prays that this Court enter a judgment for plaintiff against defendant James T. Norris, in the sum of \$1,000,000 as compensatory damages and \$5,000,000 as punitive damages, together with the costs of this action.

COUNT II

1-11. Plaintiff hereby realleges Paragraphs 1 through 11 of Count I of this Complaint as Paragraphs 1 through 11 of Count II of this Complaint.

12. On August 5, 1976, Defendant Joyce traveled to Joliet, Illinois and requested a meeting with plaintiff. The meeting was also attended by plaintiff's father, William J. Joyce.

13. At that meeting, Defendant Joyce deliberately, maliciously and unjustifiably made the following defamatory statements in the presence of plaintiff's father:

a. "Bill, Jr. has been running a business within a business. In addition to that, he has misappropriated funds. A sizeable amount of misappropriation."

b. "I have documented evidence in excess of \$70,000 that went into his home paid for by the company."

c. "I have documented evidence on the use of the plane where we were practically paying twice for it."

14. The statements made by Defendant Joyce, as set forth in Paragraph 13 herein, were all intended to refer and did refer to plaintiff and to falsely accuse plaintiff of embezzlement, theft and misappropriation of funds from JBI and its subsidiaries.

15. These statements were made with knowledge of their falsity or in reckless disregard for their truth or falsity, and Defendant Joyce did not inquire of plaintiff as to the truth or falsity of these statements before publishing them.

16. As a result of the foregoing defamatory statements by Defendant Joyce and the actions of Morris pursuant to Defendant Joyce's directions, plaintiff's reputation for honesty and integrity has been severely damaged.

WHEREFORE, plaintiff prays that this Court enter a judgment against Defendant Joyce in favor of plaintiff in the sum of \$1,000,000 as compensatory damages and \$5,000,000 as punitive damages, together with the costs of this action.

COUNT III

1-16. Plaintiff hereby realleges Paragraphs 1 through 16 of Count II herein as Paragraphs 1 through 16 of Count III.

17. The defamatory statements made by the defendants were made pursuant to a conspiracy between the defendants. The purpose of said conspiracy was to induce JBI to demand plaintiff's resignation as an officer and director of JBI and its subsidiaries by falsely accusing plaintiff of embezzlement, theft and misappropriation of funds.

18. The aforesaid conspiracy, and all overt acts taken in furtherance thereof, were undertaken deliberately, maliciously and unjustifiably.

WHEREFORE, plaintiff prays that this Court enter a judgment against each defendant in favor of plaintiff in the amount of \$1,000,000 as compensatory damages and \$5,000,000 as punitive damages, together with the costs of this action.

Katten, Muchin, Gittles,
Zavis, Pearl & Galler
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603
(312) 346-7400

Katten, Muchin, Gittles, Zavis, Pearl & Galler
Attorneys for Plaintiff

George P. Troha, Esq.
71 North Chicago Avenue
Joliet, Illinois 60431
(815) 727-9271

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EXHIBIT IV

DOCUMENT

FILED

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

1976 NOV 22 PM 4 10

CLERK, U.S. DISTRICT COURT

WILLIAM J. JOYCE, JR.,

Plaintiff,

v.

No.

JOYCE BEVERAGES, INC.,
a corporation, and
JOHN M. JOYCE,

Defendants.

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COMPLAINT

Plaintiff, William J. Joyce, Jr., states for his cause of action against defendants, Joyce Beverages, Inc., a corporation, and John M. Joyce as follows:

COUNT I

1. Plaintiff is a citizen and resident of the State of Illinois and resides within this District.

2. Defendant Joyce Beverages, Inc. ("JBI") is a corporation incorporated under the laws of the State of Delaware and has its principal place of business in the State of New York.

3. Defendant John M. Joyce ("Defendant Joyce") is a citizen and resident of the State of New York.

4. The jurisdiction of this Court is based upon Title 28, United States Code, Section 1332(a) in that the parties

are of diverse citizenship and the amount in controversy exceeds the sum of \$10,000, exclusive of interest and costs.

5. From April 1, 1973 to August 5, 1976, plaintiff was a vice-president of JBI, and from September 1, 1975 to August 5, 1976 a member of its Board of Directors.

6. At all times relevant hereto Defendant Joyce was Chairman of the Board of Directors of JBI.

7. On August 5, 1976, plaintiff met with Defendant Joyce at the offices of JBI's subsidiary, Illinois Seven-Up Bottling Co. in Joliet, Illinois, within the Northern District.

8. At this meeting, Defendant Joyce, duly authorized and acting on behalf of JBI, demanded that plaintiff resign as an officer and director of JBI and its affiliates, and as consideration for plaintiff's resignation, offered plaintiff the following severance benefits:

a. Continued salary for one year at the rate of \$50,000.00 per annum payable in monthly installments on the 15th day of each month; said salary to be continued at the discretion of JBI's Board of Directors for four additional one-year periods thereafter.

b. Contribution of \$40,000.00 to Maplebrook School or other institution for the care of plaintiff's child, Jamie M. Joyce.

c. Transfer to plaintiff of a certain "split dollar" insurance in the sum of \$200,000.00.

d. Continued participation in JBI's Profit-Sharing Plan until March 31, 1977.

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e. Transfer of three club memberships to plaintiff.

9. A memorandum listing each of the foregoing benefits was typed and signed by Defendant Joyce; said memorandum is attached hereto and incorporated herein as Exhibit A.

10. Relying on the foregoing inducements, and in consideration thereof, plaintiff, on August 5, 1976, submitted his written resignation as an officer and director of JBI and its affiliates.

11. Since August 5, 1976, JBI has unreasonably and vexatiously failed to perform any of the obligations to plaintiff under the agreement set forth in subparagraphs 8(a), 8(b) and 8(d), notwithstanding plaintiff's demand that it do so.

12. In addition to the foregoing severance benefits, JBI owed plaintiff at the time of his resignation accrued vacation pay in the amount of \$4,858.64 and accrued director's fees in the amount of \$3,333.33, which it has unreasonably and vexatiously failed to pay to plaintiff despite demand therefor.

13. As a direct result of JBI's actions, plaintiff has been damaged and will continue to be damaged in an amount in excess of \$100,000.00.

WHEREFORE, plaintiff prays judgment on Count I of this Complaint in his favor and against Joyce Beverages, Inc. for the amounts due and owing as aforesaid with interest and costs.

COUNT II

1-7. Plaintiff repeats and realleges Paragraphs 1 through 7 of Count I as Paragraphs 1 through 7 of Count II.

8. At this meeting, Defendant Joyce, acting individually on his own behalf and without the authorization of JBI, made the following promises of economic benefits to plaintiff ("representations") and stated to plaintiff that he was authorized by JBI to do so:

(a)-(e). Plaintiff repeats and realleges Subparagraphs 8(a) through 8(e) of Count I as Subparagraphs 8(a) through 8(e) of Count II.

9. These representations were made for the purpose of inducing plaintiff to tender his resignation.

10. At the time these representations were made, Defendant Joyce knew of the falsity of the representations in that JBI never intended to actually provide the promised benefits, but intended instead to claim the promised benefits as set-offs to alleged unspecified amounts owed by plaintiff to JBI.

11. The misrepresentations of Defendant Joyce were believed by plaintiff and he materially relied upon these misrepresentations in submitting his resignation.

12-14. Plaintiff repeats and realleges as Paragraphs 12 through 14 of Count II Paragraphs 9 through 11 of Count I.

15. These representations and the actions of Defendant Joyce in inducing plaintiff to submit his resignation constitute

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an intentional and malicious course of conduct designed to economically damage plaintiff and to deprive him of his former position.

WHEREFORE, plaintiff William J. Joyce, Jr. prays that this Court enter judgment against Defendant Joyce in such amount as shall be known to be due at trial, punitive damages in the amount of \$500,000.00, and the costs of this action.

COUNT III

1-7. Plaintiff repeats and realleges Paragraphs 1 through 7 of Count I as Paragraphs 1 through 7 of Count III.

8. At this meeting Defendant Joyce, acting as Chairman of JBI with its full authorization, made the following promises of economic benefit to plaintiff ("representations"):

(a)-(e) Plaintiff repeats and realleges Subparagraphs 8(a) through 8(e) of Count I as Subparagraphs 8(a) through 8(e) of Count III.

9. These representations were made for the purpose of inducing plaintiff to tender his resignation.

10. At the time these representations were made, JBI and Defendant Joyce knew of the falsity of the representations in that JBI never intended to actually provide the promised benefits, but intended instead to claim the promised benefits as set-offs to alleged unspecified amounts owed by plaintiff to JBI.

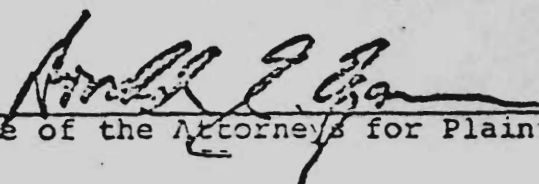
11. The misrepresentations of JBI were believed by plaintiff and he materially relied upon these misrepresentations in submitting his resignation.

12-14. Plaintiff repeats and realleges as Paragraphs 12 through 14 of Count III Paragraphs 9 through 11 of Count I.

15. These representations and the actions of JBI in inducing plaintiff to submit his resignation constitute an intentional and malicious course of conduct designed to economically damage plaintiff and to deprive him of his former position.

WHEREFORE, plaintiff William J. Joyce, Jr. prays that this Court enter judgment against JBI in such amount as shall be known to be due at trial, punitive damages in the amount of \$500,000.00, and the costs of this action.

PLAINTIFF DEMANDS TRIAL BY JURY ON ALL COUNTS


One of the Attorneys for Plaintiff

Donald E. Egan
Michael A. Reiter
Irving B. Levinson
Katten, Muchin, Gittles,
Zavis, Pearl & Galler
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603
(312) 346-7400

Exhibit VI

78040013057

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RECEIVED

WILLIAM J. JOYCE, JR.,)

Plaintiff,)

vs.)

JOYCE BEVERAGES INC.,)

a Corporation and)

JOHN M. JOYCE,)

Defendants.)

JOYCE BEVERAGES INC.,)

Counter-Plaintiff,)

vs.)

WILLIAM J. JOYCE, JR.,)

Counter-Defendant.)

JUN 20 1977

W. CLARK CUNNINGHAM, Clerk
[No.] 76-6 4328 Court

ANSWER OF DEFENDANT JOHN M. JOYCE

Now comes defendant John M. Joyce by two of his attorneys, Sheldon Davidson and Matt P. Cushner, and in answer to the Complaint of the plaintiff, William J. Joyce, Jr., states as follows:

COUNT I

Defendant Joyce states nothing in answer to Count I of plaintiff's Complaint since said Count is not directed to him.

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COUNT II

1. Defendant Joyce admits the allegations of Paragraph 1.

2. Defendant Joyce admits the allegations of Paragraph 2.

3. Defendant Joyce admits the allegations of Paragraph 3.

4. Defendant Joyce admits the allegations of Paragraph 4.

5. Defendant Joyce admits the allegations of Paragraph 5.

6. Defendant Joyce admits the allegations of Paragraph 6.

7. Defendant Joyce admits the allegations of Paragraph 7.

8. Defendant Joyce admits that he was not authorized to enter into any agreement with plaintiff; defendant Joyce denies each and every remaining allegation of Paragraph 8.

9. Defendant Joyce denies each and every allegation of Paragraph 9.

10. Defendant Joyce denies each and every allegation of Paragraph 10.

11. Defendant Joyce denies each and every allegation of Paragraph 11.

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12. Defendant Joyce admits that the signature appearing on Exhibit A to the Complaint is his signature; defendant Joyce denies each and every remaining allegation of Paragraph 12.

13. Defendant Joyce admits and states that on August 5, 1976, plaintiff resigned as an officer and director of JBI, its subsidiaries and affiliates; that a copy of plaintiff's handwritten resignation is attached hereto and incorporated herein as Exhibit 1; defendant Joyce denies each and every remaining allegation of Paragraph 13.

14. Defendant Joyce admits receiving a letter dated October 5, 1976 addressed to William J. Collier, Vice-President and General Counsel of JBI from plaintiff's counsel (a copy of which is attached hereto and incorporated herein as Exhibit 2); that a letter dated October 25, 1976 was sent in response thereto by the said William J. Collier to plaintiff's counsel (a copy of said letter is attached hereto as Exhibit 3); defendant Joyce denies each and every remaining allegation of Paragraph 14.

15. Defendant Joyce denies each and every allegation of Paragraph 15.

AFFIRMATIVE DEFENSES

Now comes the defendant John M. Joyce, by two of his attorneys, Sheldon Davidson and Matt P. Cushner and for his affirmative defenses to Count II of plaintiff's Complaint, states as follows:

FIRST AFFIRMATIVE DEFENSE

Defendant Joyce states that plaintiff knew or should have known that defendant Joyce was not authorized to promise any economic benefits to plaintiff.

SECOND AFFIRMATIVE DEFENSE

1. That during the period from in or about September, 1966 to on or about April 1, 1973, plaintiff was Executive Vice-President of Illinois Seven-Up Bottling Company formerly known as Joliet Seven-Up Bottling Company, (hereinafter referred to as "Illinois Seven-Up"), an Illinois corporation with its principal place of business at Joliet, Illinois; that in consideration of plaintiff's services as Executive Vice-President, Illinois Seven-Up paid him monies in the form of salaries and bonuses.

2. That on or about April 1, 1973, Illinois Seven-Up became a wholly owned subsidiary of Joyce Beverages Inc. (hereinafter referred to as "JBI"); that during the period

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from on or about April 1, 1973 to in or about August, 1976, plaintiff continued to perform the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and to exercise the authority vested in him by virtue of said position; that in consideration thereof, JBI and/or Illinois Seven-Up paid plaintiff monies in the form of salaries.

3. That during the period from in or about September, 1966 to on or about August 5, 1976, plaintiff was a member of the Board of Directors of Illinois Seven-Up.

4. That from on or about April 1, 1973 to on or about August 5, 1976, plaintiff was a Vice-President of JBI, and from on or about September 1, 1975 to on or about August 5, 1976, was a member of its Board of Directors.

5. That by virtue of plaintiff's position as an officer and director of JBI, and the trust and confidence reposed in him by JBI, plaintiff owed a fiduciary duty to JBI. That said fiduciary duty included the obligation to honestly and faithfully discharge the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and of Vice-President and director of JBI solely in the best interests of Illinois Seven-Up and JBI. That said fiduciary duty further included the obligation to inform the Board of Directors of

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JB I of any and all information materially affecting or relating to the conduct of the corporate affairs of JB I and Illinois Seven-Up. That as such fiduciary, Joyce was bound to act for, toward and deal with JB I and Illinois Seven-Up with the utmost degree of loyalty, care, and good faith.

6. That on August 5, 1976, at the offices of defendant JB I's subsidiary, Illinois Seven-Up, defendant Joyce met with plaintiff and requested that plaintiff submit his resignation as an officer and director of JB I, its subsidiaries and affiliates; that defendant Joyce informed plaintiff that defendant Joyce would propose to the Board of Directors of both JB I and Illinois Seven-Up that certain economic benefits be paid to plaintiff.

7. That on August 5, 1976, at the offices of JB I's subsidiary, Illinois Seven-up, plaintiff, in violation of his aforesaid fiduciary duty as an officer, director and agent of JB I, knowingly, deliberately and wilfully concealed material facts from defendant Joyce intending thereby to deceive defendant Joyce and to cause him to represent to plaintiff that defendant Joyce would propose to the Board of Directors of both JB I and Illinois Seven-Up that certain economic benefits be paid to plaintiff, that is to say:

(a) That prior to the aforesaid meeting of August 5, 1976, plaintiff caused various travel agencies to submit false and fictitious

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invoices, bills and statements to Illinois Seven-Up for airline tickets purportedly issued to, received by or used by Illinois Seven-Up's officers, agents and employees in the course of their official duties; that plaintiff caused Illinois Seven-Up to disburse corporate funds to said travel agencies in payment of the aforesaid airline tickets which plaintiff knew were never issued to, received by or used by Illinois Seven-Up's officers, agents or employees in the course of their official duties; that the corporate funds so disbursed were used by plaintiff to pay for personal airline tickets and/or other expenses incurred as a result of personal travel taken by plaintiff, members of his family or others unknown to JBI and for other purposes unknown to JBI.

(b) That prior to the meeting of August 5, 1976, plaintiff entered into an agreement with officers and agents of Bryntessen Porsche-Audi, Inc., an Illinois corporation, whereby said corporation would and did submit to Illinois Seven-Up false, fictitious and/or fraudulent invoices in the amount of \$5,320.00 for services purportedly performed by said corporation on vehicles owned by Illinois Seven-Up but which, in fact, represented the balance to be paid for a Porsche automobile, the total sale price of which was \$18,016.67; that in causing Illinois Seven-Up to purchase said automobile in the name of Illinois Seven-Up for plaintiff's use, plaintiff caused Illinois Seven-Up to disburse \$5,320.00 in corporate funds which had not been authorized for said purpose; that plaintiff caused Illinois Seven-Up to disburse such funds by approving or causing to be approved the invoices submitted as aforesaid in spite of the fact that plaintiff knew of the false, fictitious and/or fraudulent nature of said invoices.

(c) That prior to the meeting of August 5, 1976, plaintiff entered into an agreement with Lee Crowther and the L.J. Crowther Company, Will County, Illinois whereby L.J. Crowther Company would and did submit to Illinois Seven-Up a false, fictitious and/or fraudulent invoice in the amount of \$12,386.00 for services purportedly

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performed at the premises of Illinois Seven-Up but which services were, in fact, never performed; that plaintiff caused Illinois Seven-Up to disburse corporate funds in payment thereof by approving or causing to be approved the invoice submitted as aforesaid in spite of the fact that plaintiff knew of the false, fictitious and/or fraudulent nature of said invoice, that following the negotiation of said check, L.J. Crowther Company, in or about May, 1976, issued its check in the amount of \$12,000 to plaintiff; that said check represented a return of corporate funds to plaintiff; that plaintiff deposited said check in his personal bank account; that plaintiff had the use and benefit of the \$12,000, which funds were funds of and belonging to Illinois Seven-Up, at least during the period from in or about June 1, 1976 to and including the time of the meeting on August 5, 1976. That prior to the meeting of August 5, 1976, plaintiff concealed the true nature and purpose of the receipt of the aforesaid \$12,000 check from L.J. Crowther Company by falsely representing to James T. Norris, a director of JBI and Illinois Seven-Up that said \$12,000 check represented rental payments for use of plaintiff's personal airplane.

8. That at the aforesaid time and place, plaintiff knew that the above-mentioned facts existed and knew or should have known that said facts were matters material to the proposal that defendant Joyce represented he would make to the Board of Directors of both JBI and Illinois Seven-Up.

9. That at the aforesaid time and place, defendant Joyce had no knowledge of the true facts relating to the aforesaid transactions and reasonably relied on his belief that said facts did not exist and that plaintiff was not concealing any material matters from him. Defendant Joyce did not learn of

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the true facts relating to the aforesaid transactions until after September 11, 1977.

10. That if defendant Joyce had possessed knowledge of any of these facts at the aforesaid time and place, he would not have offered to propose to the Board of Directors of both JBI and Illinois Seven-Up that any economic benefits be paid to plaintiff.

11. That plaintiff's intentional, deliberate and wilful concealment of the above-mentioned material facts at the aforesaid time and place caused defendant Joyce to act thereon to his injury and constitutes fraud sufficient to make any agreement between plaintiff and defendant Joyce void, or in the alternative, voidable at defendant Joyce's option.

THIRD AFFIRMATIVE DEFENSE

1. Defendant Joyce states that at the meeting on August 5, 1976, at JBI's subsidiary, Illinois Seven-Up, he informed plaintiff that defendant Joyce would propose to the trustees of the John M. and Mary A. Foundation, an Illinois Not-For-Profit corporation, that a resolution be passed authorizing said Foundation to pay a total sum of \$40,000 to the Maplebrook School or any other school or institution designated by plaintiff with respect to the care of plaintiff's

child, Jamie M. Joyce; that said resolution was in fact proposed to and adopted by said Foundation; that to date, plaintiff has not requested said Foundation to disburse said funds pursuant to the aforesaid resolution.

FOURTH AFFIRMATIVE DEFENSE

Defendant Joyce states that at no time did he represent to plaintiff that he was authorized by JBI to make any promises of economic benefits to plaintiff.

FIFTH AFFIRMATIVE DEFENSE

1. Defendant Joyce states that he did propose to the Board of Directors of both JBI and Illinois Seven-Up that certain economic benefits be paid to plaintiff; that the Board of Directors of the aforesaid corporations on September 11, 1976, passed resolutions with respect thereto, a copy of which resolutions are attached hereto and incorporated herein as Exhibit 4; that on December 9, 1976, the Board of Directors of JBI revoked its September 11, 1976 resolution (a copy of the Board of Directors' December 9, 1976 resolution is attached hereto and incorporated herein as Exhibit 5).

WHEREFORE, defendant Joyce prays that the Court award judgment in his favor and against plaintiff, dismissing Count II of plaintiff's Complaint with prejudice, and awarding defendant Joyce its costs and attorneys' fees and such other relief as this Court may deem just and equitable.

SHELDON DAVIDSON

MATT P. CUSHNER

Two of the Attorneys for
Defendant, JOHN M. JOYCE

SHELDON DAVIDSON
MATT P. CUSHNER
THEODORE E. CORNELL III
JOHN LOVISON
Pedersen & Hout
180 North LaSalle Street
Chicago, Illinois 60601
312/641-6888

8.5.76

Due to the extent of demands of my
other business activities (investment) I
no longer am able to devote sufficient
time to the soft drink business
and therefore resign all positions^{including directorships} that
I hold in those companies

William J. Joyce Jr

KATTEN, MUCHIN, GILLES, ZAVIS, PEARL & GALLER

4100 MID-CONTINENTAL PLAZA 15 EAST MONROE STREET
CHICAGO, ILLINOIS 60603

(312) 345-7400

WILLIAM J. COLLIER
J. PEARL
ALAN M. MUCHIN
LESLIE SANDRO
GERALD M. KATZ
ROBERT L. BRIDGES
MICHAEL E. C. MOSS
DONALD M. D. MOVEN
GARRY LAYIN
ALAN M. BERRY
MICHAEL A. PETER
JEFFREY F. HONIGSMAN
LEE HARRIS
DAVID J. HOSCHMAN
BARRY LEVINSKY
BENTON C. STRAUSS
VINCENT A. F. SERGI
NANCY A. PACHER

GERALD M. GALLER
MICHAEL WM. ZAVIS
MELVIN L. KATTEN
DONALD E. EGAN
ALAN S. GRATCH
BERNARD M. LUBELCHER
VICTOR M. REZMAN
STEVEN A. LAMPENT
ALAN S. FINGER
JONATHAN D. SMITH
JAMES C. MCDONALD, JR.
PAUL F. STACH
DAVID A. BRONNER
HAROLD G. WEINBERG
AVERY DELOTT
SHELDON I. BANOFF
NORMAN S. LYNN
DANIEL M. PELLICIONI

October 5, 1976

DAVID A. HARRIS
COUNSEL
—
HOWARD A. WEISS
JERRY M. BEINSDORF
HOWARD S. LIPEN
OF COUNSEL
—
DONALD J. RUDOLPH
1960-1974

CABLE - "ATLAW"

William J. Collier, Jr., Esq.
Vice President and General Counsel
Joyce Beverages Inc.
Joyce Road
New Rochelle, New York 10802

Dear Mr. Collier:

Pursuant to our meeting in Chicago on September 28, 1976, I have reviewed the matter of the claim which you asserted on behalf of Joyce Associates, Inc. against William Joyce, Jr. The prepayment which you demanded of approximately \$12,000 due by Bill Jr. to Joyce Associates, Inc. fails to take into account the terms on which Bill Jr. was terminated in August. At the request of John M. Joyce, Bill Jr. expressed a willingness to prepay this indebtedness on the basis of a similar willingness by Mr. Joyce to continue Bill Jr.'s participation in the pension and profit sharing plan of Joyce Beverages, Inc. and the recognition that his continued participation would provide ample funds with which to do so.

Subsequently, you concluded that the Company would not continue Bill's participation to the fiscal year end and terminated him, notwithstanding the assurances that had been provided earlier by John M. Joyce. This unilateral determination on your part is inconsistent with the procedure which has been followed in the past regarding employees who have been involuntarily terminated. The most recent example of this was the circumstances relating to the termination of Anton Baron, Plant Manager of the Champaign, Illinois plant. Despite the fact that Mr. Baron was terminated substantially prior to the end of the Company's fiscal year, his participation in the pension and profit sharing plan was continued to year end. In light of our concern that Bill Jr. was treated in a discriminatory manner regarding his termination, your actions in regard to his continuing participation in the Company's pension and profit sharing plan are not very reassuring.

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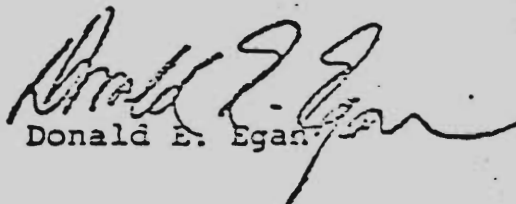
William J. Collier, Jr., Esq.

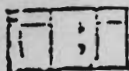
October 5, 1976

Under the circumstances in which Bill Jr.'s original undertaking was made, it is unreasonable for you to persist in your request for prepayment. Bill Jr. stands ready to discharge his obligations to Joyce Associates in the same manner and on the same terms that he did during the period of time that he was Executive Vice President of Illinois 7-Up Bottling Co. which, as we understand it, are the same terms on which other members of the Joyce family are discharging similar obligations.

In the course of our meeting, you advised Bill Jr. and myself that you, personally, were withholding payment of the various amounts due Bill Jr. under the terms of his termination agreement with John M. Joyce, a copy of which is enclosed herewith for your reference. In addition to the matters explicitly detailed in the termination agreement, Bill Jr. has yet to receive director's fees due him up to the time of his termination and accrued vacation pay to the same date. It is our judgment that there is no basis whatsoever for withholding payment of these sums, and we hereby demand that the remaining provisions of the termination agreement be implemented as promptly as possible and the other sums due him be likewise paid immediately.

Very truly yours,


Donald E. EganDEE/sv
encl



JOYCE BEVERAGES INC.

JOYCE ROAD • NEW ROCHELLE, NEW YORK 10102

914-632-7050

WILLIAM J. COLLIER, JR.

VICE PRESIDENT & GENERAL COUNSEL

October 25, 1976

Katten, Muchin, Gittles, Zavis, Pearl & Galler
4100 Mid-Continental Plaza
55 East Monroe Street
Chicago, Illinois, 60603

Attention: Donald Egan, Esq.

Dear Mr. Egan:

In response to your letter of October 5, 1976, I find that your view of any agreement between your client, William J. Joyce, Jr., and Joyce Beverages Inc., differs markedly from that of the corporation.

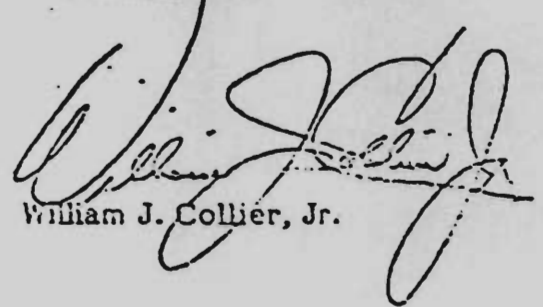
Your letter refers to a "pre-payment." The items in question are "past due." There was no quid pro quo regarding the payment of these amounts on August 5, 1976. Your client volunteered that he would pay them upon receipt of his profit sharing account and this was not done.

I think it is fair to state that John M. Joyce intended that your client continue in the Profit Sharing Trust subsequent to his termination. However, the Trust document does not allow any latitude in this regard. Furthermore, the case of Anton Baron is not inconsistent with this, inasmuch as Mr. Baron remained a paid employee of the corporation until the date of his actual retirement. Continued employment of your client was not possible under the circumstances.

The last paragraph of your letter makes the allegation that I "personally" am withholding payment of amounts due to William J. Joyce, Jr. I indicated to you at our meeting in Chicago that, at all times, my position was that of General Counsel to the corporation. To assume otherwise is simply not consistent with that position nor with the facts.

Lastly, the broad extension of credit terms to your client, was neither agreed upon nor is it acceptable as you proposed in your letter of October 5, 1976. We have determined that there is some accrued vacation pay owing to your client, William J. Joyce, Jr., and this will be forthcoming. The corporation has not decided whether your client is entitled to any director's fees, but I will advise you of that after the matter has been reviewed.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'William J. Collier, Jr.', is written over a horizontal line. The signature is fluid and cursive.

WJC:mf

cc: Audit Committee

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WHEREAS, WILLIAM J. JOYCE, JR., having resigned as an officer and/or director of the corporation and each of its subsidiaries and affiliate, effective August 5, 1976, for the purpose of enabling him to devote his full time and efforts to other business activities, and

WHEREAS, WILLIAM J. JOYCE, JR., has acquired knowledge and expertise relating to the business and operations of the corporation and its subsidiaries and affiliate as a director and/or officer thereof,

NOW, THEREFORE, IT IS

RESOLVED, that the Board of Directors of the corporation hereby authorizes the payment by the corporation to WILLIAM J. JOYCE, JR., of the aggregate sum of Fifty Thousand (\$50,000) and 00/100 Dollars, payable in equal monthly installments, for and during the period commencing September 1, 1976 and ending August 31, 1977, in consideration for the covenants extended to the corporation by WILLIAM J. JOYCE, JR., pursuant to which he has agreed not to directly or indirectly own, operate, manage, join, control or otherwise participate in the ownership, management, operation or control of, or be employed or associated in any manner with any other business which the Board deems to compete with the soft drink business, or to cause or do anything inimical to the business of the corporation, its subsidiaries and affiliate as existing on August 5, 1976; provided, however, that in the event that WILLIAM J. JOYCE, JR., shall breach such covenants in any respect, the corporation shall not, and shall have no obligation to, make any future payments of all or any portion of the aforesaid sum to WILLIAM J. JOYCE, JR., or to have any further liability to WILLIAM J. JOYCE, JR., in any respect; and be it further

RESOLVED, that in consideration of the aforesaid covenants from WILLIAM J. JOYCE, JR., to the corporation and its subsidiaries, ILLINOIS SEVEN-UP BOTTLING CO., be and it hereby is authorized and directed to convey the title to a 1975 Porsche 911-S Coupe, bearing vehicle registration number 9115202195, and owned by said corporation to WILLIAM J. JOYCE, JR., and it is further

RESOLVED, that in consideration of the aforesaid covenants from WILLIAM J. JOYCE, JR., to the corporation, the proper officers of the corporation be and they hereby are authorized and directed to make a single lump sum payment of THREE THOUSAND SEVEN HUNDRED FIFTY (\$3,750.00) and 00/100 DOLLARS to WILLIAM J. JOYCE, JR., said sum being paid to him to equalize what would have been the corporation contribution on his behalf to the Joyce Beverages Inc., Profit-Sharing Trust for the period during the current fiscal year that he was an employee of the corporation.

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
JOYCE BEVERAGES INC., AND SUBSIDIARIES
JOYCE ROAD
NEW ROCHELLE, NEW YORK

DECEMBER 9, 1976

9:00 A.M.

TO DEMAND

WHEREAS, the Board of Directors of JOYCE BEVERAGES INC., passed a resolution on September 11, 1976 relating to termination payments to be paid to William J. Joyce, Jr.

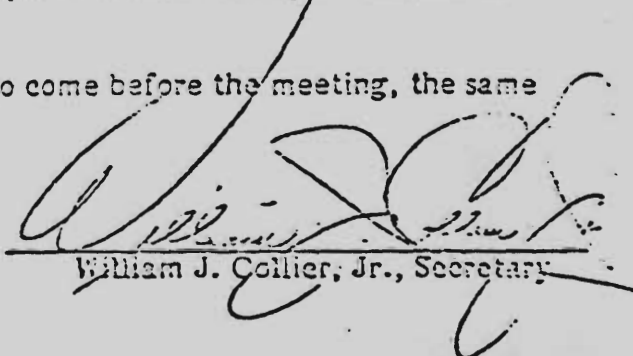
WHEREAS, subsequent to September 11, 1976, it has come to the attention of the Board that William J. Joyce, Jr., during the time that he served as an officer and director of the corporation and its subsidiaries, knowingly failed to reveal and did conceal material facts, of which the Board was unaware, with regard to expenditures of funds which were not for the benefit of said corporation or its subsidiaries and which expenditures were, in fact, for the personal use and benefit of William J. Joyce, Jr.

WHEREAS, had the Board of Directors of the corporation been fully and adequately informed of said facts, prior to September 11, 1976, the Board would not have passed the resolution of September 11, 1976, relating to the termination payments to be paid to William J. Joyce, Jr.

THEREFORE, IT IS HEREBY RESOLVED, that the aforesaid resolution passed by the Board of JOYCE BEVERAGES INC., on September 11, 1976, is hereby cancelled and revoked and in its stead, the Board of Directors passes the following resolution.

BE IT RESOLVED, that JOYCE BEVERAGES INC., and its subsidiaries and affiliates are to make no payments to William J. Joyce, Jr., with respect to his resignation until the present inquiry of the Audit Committee has been completed and a full report thereon is made to the Board.

There being no further business to come before the meeting, the same was, upon motion, adjourned.


William J. Collier, Jr., Secretary

APPROVED:



John M. Joyce, Jr., Chairman

EXHIBIT 5

Exhibit VII

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RECEIVED

WILLIAM J. JOYCE, JR.,

Plaintiff,

vs.

JOYCE BEVERAGES INC.,
a Corporation and
JOHN M. JOYCE,

Defendants.

JOYCE BEVERAGES INC.,

Counter-Plaintiff,

vs.

WILLIAM J. JOYCE, JR.,

Counter-Defendant.

JUN 28 1977

U.S. District Court, Chicago, Ill.
U.S. District Court

No. 76 C 4328

NOTICE OF FILING

TO: DONALD EGAN, MICHAEL A. REITER, and IRVING B. LEVINSON
Katten, Muchin, Gitles, Zavis, Pearl & Galler
55 East Monroe Street, Chicago, Illinois 60603

PLEASE TAKE NOTICE that on Tuesday, June 28, 1977, the undersigned filed the Answer and Counterclaims of Joyce Beverages Inc., with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, a copy of which is herewith served upon you.

Sheldon Davidson
SHELDON DAVIDSON,
One of the Attorneys for
Defendant JOYCE BEVERAGES INC.

SHELDON DAVIDSON
MATT CUSHNER
Pedersen & Hout
180 North LaSalle Street
Chicago, Illinois 60601
641-6888

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WILLIAM J. JOYCE, JR.,
Plaintiff,
vs.
JOYCE BEVERAGES INC.,
a Corporation and
JOHN M. JOYCE,
Defendants.
JOYCE BEVERAGES INC.,
Counter-Plaintiff,
vs.
WILLIAM J. JOYCE, JR.,
Counter-Defendant.

RECEIVED

JUL 23 1977
No. 76 C 4328
H. Stuart Cunningham, Clerk
United States District Court

ANSWER AND COUNTERCLAIMS
OF JOYCE BEVERAGES INC.

Now comes the defendant, Joyce Beverages Inc., by two of its attorneys, Sheldon Davidson and Matt P. Cushner, and in answer to the complaint of the plaintiff, William J. Joyce, Jr., states as follows:

COUNT I

1. Defendant admits the allegations of Paragraph 1.
2. Defendant admits the allegations of Paragraph 2.
3. Defendant admits the allegations of Paragraph 3.
4. Defendant admits the allegations of Paragraph 4.

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5. Defendant admits the allegations of Paragraph 5.
6. Defendant admits the allegations of Paragraph 6.
7. Defendant admits the allegations of Paragraph 7.
8. Defendant denies each and every allegation of Paragraph 8.

9. Defendant admits that the signature appearing on Exhibit A to the Complaint is the signature of defendant John M. Joyce; defendant denies each and every remaining allegation of Paragraph 9.

10. Defendant admits and states that on August 5, 1976, plaintiff resigned as an officer and director of JBI, its subsidiaries and affiliates; that a copy of plaintiff's handwritten resignation is attached hereto and incorporated herein as Exhibit 1; defendant denies each and every remaining allegation of Paragraph 10.

11. Defendant admits receiving a letter dated October 5, 1976 addressed to William J. Collier, Vice-President and General Counsel of JBI from plaintiff's counsel (a copy of which is attached hereto and incorporated herein as Exhibit 2); that a letter dated October 25, 1976 was sent in response thereto by the said William J. Collier to plaintiff's counsel (a copy of said letter is attached hereto as Exhibit 3); defendant denies each and every remaining allegation of Paragraph 11.

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12. Defendant adopts and incorporates by reference herein its answer to Paragraph 11; additionally, defendant admits that as of August 5, 1976, defendant owed plaintiff accrued vacation pay but states that the amount owed was \$3,461.52; defendant denies each and every remaining allegation of Paragraph 12.

13. Defendant denies each and every allegation of Paragraph 13.

AFFIRMATIVE DEFENSES

Now comes the defendant Joyce Beverages Inc. (hereinafter "JBI") by two of its attorneys, Sheldon Davidson and Matt P. Cushner and for its affirmative defenses to Count I of plaintiff's Complaint, states as follows:

FIRST AFFIRMATIVE DEFENSE

1. Defendant JBI states that the cause of action alleged in Count I is barred by the applicable Statute of Frauds; that by the terms of the alleged agreement set forth in Count I, said agreement was not to be performed within one year from the making thereof; that neither said agreement nor any note or memorandum thereof was ever made in writing and subscribed by defendant JBI or its lawful agent as required by the laws of the State of Illinois.

SECOND AFFIRMATIVE DEFENSE

Defendant JBI states that the alleged agreement is void for want of any consideration.

THIRD AFFIRMATIVE DEFENSE

Defendant JBI states that defendant Joyce was not authorized by the defendant JBI to enter into the contract alleged in Count I.

FOURTH AFFIRMATIVE DEFENSE

Defendant JBI states that plaintiff knew or should have known that defendant Joyce was not authorized by the defendant JBI to enter into the contract alleged in Count I.

FIFTH AFFIRMATIVE DEFENSE

1. That during the period from on or about September 1, 1966 to on or about April 1, 1973, plaintiff was Executive Vice-President of Illinois Seven-Up Bottling Company, formerly known as Joliet Seven-Up Bottling Company, (hereinafter referred to as "Illinois Seven-Up"), an Illinois corporation with its principal place of business at Joliet, Illinois; that in consideration of plaintiff's services as Executive Vice-President, Illinois Seven-Up paid him monies in the form of salaries and bonuses.

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2. That on or about April 1, 1973, Illinois Seven-Up became a wholly owned subsidiary of JBI; that during the period from on or about April 1, 1973 to in or about August, 1976, plaintiff continued to perform the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and to exercise the authority vested in him by virtue of said position; that in consideration thereof, JBI and/or Illinois Seven-Up paid plaintiff monies in the form of salaries.

3. That during the period from in or about September, 1966 to on or about August 5, 1976, plaintiff was a member of the Board of Directors of Illinois Seven-Up.

4. That from on or about April 1, 1973 to on or about August 5, 1976, plaintiff was a Vice-President of JBI, and from on or about September 1, 1975 to on or about August 5, 1976, was a member of its Board of Directors.

5. That by virtue of plaintiff's position as an officer and director of JBI, and the trust and confidence reposed in him by JBI, plaintiff owed a fiduciary duty to JBI. That said fiduciary duty included the obligation to honestly and faithfully discharge the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and of Vice-President and director of JBI solely in the best interests of

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Illinois Seven-Up and JBI. That said fiduciary duty further included the obligation to inform the Board of Directors of JBI of any and all information materially affecting or relating to the conduct of the corporate affairs of JBI and Illinois Seven-Up. That as such fiduciary, Joyce was bound to act for, toward and deal with JBI and Illinois Seven-Up with the utmost degree of loyalty, care and good faith.

6. That on August 5, 1976, at the offices of JBI's subsidiary, Illinois Seven-Up, in Joliet, Illinois, the time and place at which plaintiff alleges the contract alleged in Count I of his Complaint was entered into, plaintiff, in violation of his aforesaid fiduciary duty as an officer, director and agent of JBI and Illinois Seven-Up, knowingly, deliberately and wilfully concealed material facts from John M. Joyce intending thereby to deceive John M. Joyce so as to cause him to propose certain of the matters alleged in Paragraph 8 of Count I of plaintiff's Complaint and to induce JBI to enter into said alleged contract, that is to say:

(a) That prior to the aforesaid meeting of August 5, 1976, plaintiff caused various travel agencies to submit false and fictitious invoices, bills and statements to Illinois Seven-Up for airline tickets purportedly issued to, received by or used by Illinois Seven-Up's officers, agents and employees in the course of their official duties; that plaintiff caused Illinois Seven-Up to disburse corporate funds to said travel agencies in payment of the aforesaid airline tickets which plaintiff knew

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were never issued to, received by or used by Illinois Seven-Up's officers, agents or employees in the course of their official duties; that the corporate funds so disbursed were used by plaintiff to pay for personal airline tickets and/or other expenses incurred as a result of personal travel taken by plaintiff, members of his family or others unknown to JBI and for other purposes unknown to JBI.

(b) That prior to the meeting of August 5, 1976, plaintiff entered into an agreement with officers and agents of Bryntessen Porsche-Audi, Inc., an Illinois corporation, whereby said corporation would and did submit to Illinois Seven-Up false, fictitious and/or fraudulent invoices in the amount of \$5,320.00 for services purportedly performed by said corporation on vehicles owned by Illinois Seven-Up but which, in fact, represented the balance to be paid for a Porsche automobile, the total sale price of which was \$18,016.67; that in causing Illinois Seven-Up to purchase said automobile in the name of Illinois Seven-Up for plaintiff's use, plaintiff caused Illinois Seven-Up to disburse \$5,320.00 in corporate funds which had not been authorized for said purpose; that plaintiff caused Illinois Seven-Up to disburse such funds by approving or causing to be approved the invoices submitted as aforesaid in spite of the fact that plaintiff knew of the false, fictitious and/or fraudulent nature of said invoices.

(c) That prior to the meeting of August 5, 1976, plaintiff entered into an agreement with Lee Crowther and the L.J. Crowther Company, Will County, Illinois whereby L.J. Crowther Company would and did submit to Illinois Seven-Up a false, fictitious and/or fraudulent invoice in the amount of \$12,386.00 for services purportedly performed at the premises of Illinois Seven-Up but which services were, in fact, never performed; that plaintiff caused Illinois Seven-Up to disburse corporate funds in payment thereof by approving or causing to be approved the invoice submitted as aforesaid in spite of the fact that plaintiff knew of the false, fictitious and/or fraudulent nature of said invoice, that following the negotiation of said check, L.J. Crowther Company, in

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or about May, 1976, issued its check in the amount of \$12,000 to plaintiff; that said check represented a return of corporate funds to plaintiff; that plaintiff deposited said check in his personal bank account; that plaintiff had the use and benefit of the \$12,000, which funds were funds of and belonging to Illinois Seven-Up, at least during the period from in or about June 1, 1976 to and including the time of the meeting on August 5, 1976. That prior to the meeting of August 5, 1976, plaintiff concealed the true nature and purpose of the receipt of the aforesaid \$12,000 check from L.J. Crowther Company by falsely representing to James T. Norris, a director of JBI and Illinois Seven-Up that said \$12,000 check represented rental payments for use of plaintiff's personal airplane.

7. That at the aforesaid time and place, plaintiff knew that the above-mentioned facts existed and knew or should have known that said facts were matters material to the negotiation of the contract alleged in Count I of the Complaint.

8. That at the aforesaid time and place, neither John M. Joyce nor JBI had knowledge of the true facts relating to the aforesaid transactions and reasonably relied on their belief that said facts did not exist and that plaintiff was not concealing any material matters from them. Neither John M. Joyce nor JBI learned of the true facts relating to the aforesaid transactions until after September 11, 1977.

9. That if John M. Joyce and/or JBI had possessed knowledge of any of these facts at the aforesaid time and place, neither would have entered into the contract alleged in Count I of plaintiff's Complaint.

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10. That plaintiff's intentional, deliberate and wilful concealment of the above-mentioned material facts at the aforesaid time and place caused defendant JBI to act thereon to its injury and constitutes fraud sufficient to make such alleged contract void, or in the alternative, voidable at defendant JBI's option.

11. That defendant JBI learned of plaintiff's aforesaid concealment of material facts on or about November 26, 1976 and that on December 9, 1976 defendant rescinded the alleged contract.

SIXTH AFFIRMATIVE DEFENSE

1. Defendant JBI states that no funds are due and owing to plaintiff for any accrued vacation pay in that plaintiff breached his aforesaid fiduciary duties as an officer and director of JBI and Illinois Seven-Up, as more fully set forth in defendant JBI's First Counterclaim and its Fifth Affirmative Defense to Count I, the allegations of which Counterclaim and Affirmative Defense are realleged and incorporated by reference herein; therefore under Illinois law or the law of any other State applicable hereto, plaintiff may not recover any unpaid accrued vacation pay from defendant JBI and that defendant JBI's obligation, if any, to pay said accrued vacation is excused and terminated by virtue of plaintiff's breach of his fiduciary duties.

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SEVENTH AFFIRMATIVE DEFENSE

Defendant JBI states that under Illinois law, or any law of any other State applicable hereto, a corporation has no legal duty or obligation to pay a director accrued director's fees; fees paid to directors of JBI are paid on a date or dates certain and that a director's resignation prior to the date JBI disburses said director's fees excuses and terminates defendant JBI's obligation, if any, to pay any director's fees. That if, as alleged, defendant JBI has any obligation to pay so-called accrued director's fees, said obligation under applicable law is excused and terminated by virtue of plaintiff's breach of his aforesaid fiduciary duties, as more fully set forth in the First Counterclaim and the Fifth Affirmative Defense to Count I, the allegations of which Counterclaim and Affirmative Defense are realleged and incorporated by reference herein.

EIGHTH AFFIRMATIVE DEFENSE

Defendant JBI states that at no time was any contractual agreement entered into with plaintiff whereby JBI agreed to make any contribution to the Maplebrook School or any other school or institution for the care of plaintiff's child, Jamie M. Joyce.

NINTH AFFIRMATIVE DEFENSE

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1. Defendant JBI states that on August 5, 1976, plaintiff resigned as an officer, director and employee of JBI; that under applicable law and the provisions of the JBI Profit Sharing Trust, plaintiff, by virtue of his resignation, could no longer participate in said Profit Sharing Trust; that if, as alleged, the transaction described in Count I constitutes a contractual agreement between JBI and plaintiff to, among other things, continue plaintiff's participation in JBI's Profit Sharing Trust until March 31, 1977, defendant JBI's obligation, if any, to do so is excused by operation of law, the provisions of the said Profit Sharing Trust, legal impossibility of performance and the plaintiff's breach of his fiduciary duties as more fully set forth in the First Counterclaim and the Fifth Affirmative Defense, the allegations of which Counterclaim and Affirmative Defense are realleged and incorporated by reference herein.

WHEREFORE, defendant JBI prays that the Court award judgment in its favor and against plaintiff, dismissing Count I of plaintiff's Complaint with prejudice, and awarding defendant JBI its costs and attorneys' fees and such other relief as this Court may deem just and equitable.

COUNT II

Defendant JBI states nothing in answer to Count II of plaintiff's Complaint since said Count is not directed to it.

FIRST COUNTERCLAIM

Now comes defendant, Joyce Beverages Inc., by two of its attorneys, Sheldon Davidson and Matt. P. Cushner and for its First Counterclaim against plaintiff William J. Joyce, Jr., states as follows:

1. Defendant and Counter-Plaintiff, Joyce Beverages Inc. (hereinafter referred to as "JBI"), is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at New Rochelle, New York. Plaintiff and Counter-Defendant, William J. Joyce, Jr. (hereinafter referred to as "Joyce") is a citizen of the State of Illinois. The amount in controversy, exclusive of interests and costs, exceeds the sum of Ten Thousand Dollars (\$10,000.00).

2. That during the period from in or about September, 1966 to on or about April 1, 1973, Joyce was Executive Vice-President of Illinois Seven-Up Bottling Company (hereinafter referred to as "Illinois Seven-Up"), an Illinois corporation with its principal place of business at Joliet, Illinois; that in consideration of Joyce's services as

Executive Vice-President, Illinois Seven-Up paid Joyce monies in the form of salaries and bonuses.

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3. That on or about April 1, 1973, Illinois Seven-Up became a wholly owned subsidiary of JBI; that during the period from on or about April 1, 1973 to in or about August, 1976, Joyce continued to perform the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and to exercise the authority vested in him by virtue of said position; that by assuming and exercising the authority, duties and responsibilities of said position, Joyce impliedly agreed to exercise the aforesaid authority and the duties and responsibilities of said position honestly, loyally and in good faith; that in consideration thereof, Joyce received compensation from JBI or Illinois Seven-Up or both.

4. That from on or about April 1, 1973 to on or about August 5, 1976, Joyce was a Vice-President of JBI, and from on or about September 1, 1975 to on or about August 5, 1976, was a member of its Board of Directors.

5. That during the period from on or about April 1, 1973, to on or about August 5, 1976, Joyce had the authority to enter into purchase agreements with individuals, sole proprietorships, partnerships, corporations and other business entities (hereinafter referred to as "suppliers"),

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for the purpose of obtaining property (including but not limited to goods, merchandise, airplane tickets, automobiles, fixtures and equipment) and services for the use and benefit of Illinois Seven-Up, and to cause Illinois Seven-Up to issue purchase orders to suppliers in connection therewith.

6. That during the period from on or about April 1, 1973 to on or about August 5, 1976, Joyce had the authority to approve or cause to be approved for payment by Illinois Seven-Up, invoices, bills, and statements submitted by suppliers for payment for said property and services; that by approving or causing to be approved said invoices, bills, and statements, Joyce represented and caused to be represented that the property and/or services described in said invoices had been purchased by or delivered to Illinois Seven-Up for its use and benefit.

7. That by virtue of Joyce's position as an officer and director of JBI, and the trust and confidence reposed in him by JBI, Joyce owed a fiduciary duty to JBI; that this duty included the obligation to honestly and faithfully exercise the authority and perform the duties and responsibilities of Executive Vice-President of Illinois Seven-Up and to do so solely in the best interests of JBI and Illinois Seven-Up. That as such fiduciary, Joyce was bound to act for, toward and deal with JBI and Illinois Seven-Up with the utmost degree of loyalty, care and good faith.

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8. That during the period from on or about April 1, 1973 and prior thereto, the exact date being unknown to JBI, to in or about August, 1976, at Joliet, Illinois in the Northern District of Illinois, Joyce breached his aforesaid fiduciary duty by knowingly devising a scheme to use his position as Executive Vice-President of JBI's wholly owned subsidiary, Illinois Seven-Up, to obtain personal gains or benefits for himself and/or others to the detriment and disadvantage of JBI, Illinois Seven-Up and its stockholders, by, but not limited to the manner and means hereinafter described in paragraphs 9 through 14, inclusive.

9. That Joyce caused JBI's wholly owned subsidiary, Illinois Seven-Up, to purchase various items of property and to disburse its funds in payment thereof. That on or about the date of purchase, Joyce converted said property to his own use and benefit by transferring or delivering or causing to be transferred or delivered said property to his personal residence at Joliet, Illinois or to other locations unknown to JBI.

10. That Joyce entered into agreements with various suppliers whereby said suppliers would provide and/or furnish property and/or services in connection with the construction, improvement, repair or maintenance of defendant's personal

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residence at Joliet, Illinois; that Joyce directed or caused to be directed said suppliers to submit false, fictitious or misleading invoices, bills and statements to Illinois Seven-Up for property and/or services purportedly provided and/or furnished to Illinois Seven-Up; that upon receipt of said invoices, bills, and statements, Joyce approved or caused to be approved said invoices, bills, and statements for payment by Illinois Seven-Up; that Illinois Seven-Up thereupon paid said invoices and statements without knowledge that said disbursements represented non-corporate expenses and were solely for the personal benefit of defendant.

11. That Joyce caused Illinois Seven-Up to disburse corporate funds to travel agencies by approving or causing to be approved for payment invoices, bills, and statements submitted by said travel agencies to Illinois Seven-Up for airline tickets which Joyce knew were never issued to, received by or used by Illinois Seven-Up's officers, agents or employees in the course of their official duties; that the corporate funds so disbursed were used by Joyce to pay for personal airline tickets and/or other expenses incurred as a result of personal travel taken by Joyce, members of his family or others unknown to JBI and for other purposes unknown to JBI.

12. That Joyce caused Illinois Seven-Up to disburse corporate funds to suppliers in payment of Joyce's purchases of gasoline and oil for Joyce's personal airplane; that such

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payments were paid by Illinois Seven-Up without knowledge that said payments were for non-corporate expenses and were solely for the benefit of Joyce.

13. That Joyce entered into agreements with various suppliers whereby said suppliers would submit false, fictitious or fraudulent invoices, bills and statements for property and/or services purportedly provided and/or furnished to Illinois Seven-Up in connection with the construction, improvement, maintenance and repair of assets of Illinois Seven-Up; that Joyce approved or caused to be approved said invoices, bills, and statements for payment by Illinois Seven-Up well knowing that said property and/or services were never provided and/or furnished by said suppliers; that Illinois Seven-Up thereupon disbursed corporate funds in payment thereof; that Joyce used said funds for his benefit and for his own purpose.

14. That in connection with the aforesaid activities of Joyce and pursuant to said scheme, Joyce falsified or caused to be falsified Illinois Seven-Up purchase orders issued to said suppliers; made false, fraudulent and misleading statements and representations to representatives of Illinois Seven-Up and JBI concerning the nature, extent and purpose of his aforesaid activities, and caused said suppliers to falsify invoices, bills, and statements submitted by said suppliers to

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Illinois Seven-Up, and knowingly approved or caused to be approved false, fictitious and/or fraudulent invoices submitted by said suppliers to Illinois Seven-Up.

15. That the foregoing breaches of Joyce's afore-said fiduciary duty were material and substantial and went to the essence of the relationship existing between JBI and Joyce.

16. That during the period from on or about April 1, 1973 to in or about August, 1976, Joyce received \$123,540.72 as compensation for his service from JBI and under law and equity, JBI is entitled to a return of said compensation.

17. That during the period from on or about September 1, 1975, to on or about August 5, 1976, Joyce was elected to and agreed to serve as a member of the Board of Directors of JBI; that in consideration of Joyce's agreement to serve as a member of JBI's Board of Directors, JBI agreed to pay Joyce a fee for said services.

18. That by virtue of Joyce's position as a director of JBI and the trust and confidence reposed in him by JBI, Joyce owed a fiduciary duty to JBI; that this duty included the obligation to honestly and faithfully discharge the duties and responsibilities of his directorship solely in the best

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interests of JBI, and further included the obligation to inform the Board of Directors of any and all information materially affecting or relating to the conduct of the corporate affairs of JBI and Illinois Seven-Up. That as such fiduciary, Joyce was bound to act for, toward and deal with JBI and Illinois Seven-Up with the utmost degree of loyalty, care and good faith.

19. That during the period from on or about September 1, 1975 to and including on or about August 5, 1976, Joyce breached his aforesaid fiduciary duty as a director of JBI by devising a scheme to use his position as Executive Vice-President of JBI's wholly owned subsidiary, Illinois Seven-Up, to obtain personal gains or benefits for himself and/or others, by, but not limited to the manner and means set forth above. That Joyce further breached his aforesaid fiduciary duty by knowingly concealing from and failing to reveal to the Board of Directors of JBI, information materially affecting or relating to the corporate affairs of JBI and Illinois Seven-Up.

20. That the foregoing breaches of Joyce's said fiduciary duty were material and went to the essence of the relationship between JBI and the Plaintiff and Counter-Defendant Joyce.

21. That during the period from on or about September 1, 1975 to on or about August 5, 1976, Joyce received \$10,000 as director's fees from JBI, and under law and equity, JBI is entitled to a return of said director's fees.

WHEREFORE, Defendant and Counter-Plaintiff Joyce Beverages Inc. prays that a judgment be entered against Plaintiff and Counter-Defendant, William J. Joyce, Jr. in the amount of \$133,540.72 plus interest, for costs of this action and for such other relief as this Court may deem just and equitable.

SECOND COUNTERCLAIM

Now comes Joyce Beverages Inc. by two of its attorneys, Sheldon Davidson and Matt P. Cushner and for its Second Counterclaim against plaintiff, William J. Joyce, Jr., states as follows:

1-21. Defendant and Counter-Plaintiff JBI realleges and incorporates by reference herein Paragraphs 1 through 21, inclusive, of its First Counterclaim as Paragraphs 1 through 21, inclusive, of this Second Counterclaim.

22-32. Defendant and Counter-Plaintiff JBI realleges and incorporates by reference herein its Fifth Affirmative Defense to Count I of the Complaint as Paragraphs 22 through 32, inclusive, of this Second Counterclaim.

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WHEREFORE, Defendant and Counter-Plaintiff Joyce Beverages Inc. pray that judgment be entered against Plaintiff and Counter-Defendant William J. Joyce, Jr. declaring that the contract alleged in Count I of the instant Complaint is void, or in the alternative, rescinding the contract alleged in Count I of the instant Complaint and returning the parties to their positions prior to their entering into the alleged contractual agreement and for such other relief as this Court may deem proper and equitable.

SHELDON DAVIDSON

MATT P. CUSHNER

Two of the Attorneys for
Joyce Beverages Inc.,
Defendant and Counter-Plaintiff

SHELDON DAVIDSON
MATT P. CUSHNER
THEODORE E. CORNELL III
JOHN LOVISON
Pedersen & Houpt
180 North LaSalle Street
Chicago, Illinois 60601
312/641-6888

8-5-76

Due to the extent of demands of my
other business activities (investment) I
no longer am able to devote sufficient
time to the soft drink business
and therefore resign all positions^{including directorship} that
I hold in those companies

William J. Joyce Jr.

KATTEN, MUCHIN, GILLIES, ZAVIS, PEARL & GALLER

4100 MID CONTINENTAL PLAZA 15 EAST MONROE STREET

CHICAGO, ILLINOIS 60603

(312) 344-7400

ROBERT L. BROOKS
MICHAEL E. MOSES
RONALD M. DEJOVEN
GARRY LAFIN
ALAN M. BERRY
MICHAEL A. PEITER
JEFFREY F. WOHLSCHLAGER
LEE HARRIS
DAVID J. HOOGMAN
BARRY LEVINSKY
BENTON C. STRAUSS
VINCENT A. SERGI
NANCY A. PACHER

GERALD M. GALLER
MICHAEL WM. ZAVIS
MELVIN L. KATTEN
DONALD E. EGAN
ALAN S. GRAICH
BERNARD M. LUBELCHER
VICTOR M. REZMAN
STEVEN A. LAMPERT
ALAN S. FINGER
JONATHAN D. SMITH
JAMES C. MURRAY, JR.
PAUL F. STACK
DAVID A. BRONNER
HAROLD G. WEINBERG
AVERY DELOTT
SHELDON I. DANOFF
NORMAN S. LYNN
DANIEL M. PELLICIONI

October 5, 1976

JOHN M. JOYCE
COUNSEL
—
HOWARD A. WEISS
JERRY M. DELOTT
HOWARD E. LIPPA
OF COUNSEL
—
DONALD J. ELANDER
1965-1974

CABLE - "ATLAW"

William J. Collier, Jr., Esq.
Vice President and General Counsel
Joyce Beverages Inc.
Joyce Road
New Rochelle, New York 10802

Dear Mr. Collier:

Pursuant to our meeting in Chicago on September 28, 1976, I have reviewed the matter of the claim which you asserted on behalf of Joyce Associates, Inc. against William Joyce, Jr. The prepayment which you demanded of approximately \$12,000 due by Bill Jr. to Joyce Associates, Inc. fails to take into account the terms on which Bill Jr. was terminated in August. At the request of John M. Joyce, Bill Jr. expressed a willingness to prepay this indebtedness on the basis of a similar willingness by Mr. Joyce to continue Bill Jr.'s participation in the pension and profit sharing plan of Joyce Beverages, Inc. and the recognition that his continued participation would provide ample funds with which to do so.

Subsequently, you concluded that the Company would not continue Bill's participation to the fiscal year end and terminated him, notwithstanding the assurances that had been provided earlier by John M. Joyce. This unilateral determination on your part is inconsistent with the procedure which has been followed in the past regarding employees who have been involuntarily terminated. The most recent example of this was the circumstances relating to the termination of Anton Baron, Plant Manager of the Champaign, Illinois plant. Despite the fact that Mr. Baron was terminated substantially prior to the end of the Company's fiscal year, his participation in the pension and profit sharing plan was continued to year end. In light of our concern that Bill Jr. was treated in a discriminatory manner regarding his termination, your actions in regard to his continuing participation in the Company's pension and profit sharing plan are not very reassuring.

EXHIBIT 2

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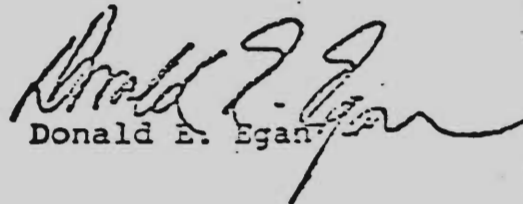
William J. Collier, Jr., Esq.

October 5, 1976

Under the circumstances in which Bill Jr.'s original undertaking was made, it is unreasonable for you to persist in your request for prepayment. Bill Jr. stands ready to discharge his obligations to Joyce Associates in the same manner and on the same terms that he did during the period of time that he was Executive Vice President of Illinois 7-Up Bottling Co. which, as we understand it, are the same terms on which other members of the Joyce family are discharging similar obligations.

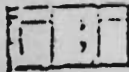
In the course of our meeting, you advised Bill Jr. and myself that you, personally, were withholding payment of the various amounts due Bill Jr. under the terms of his termination agreement with John M. Joyce, a copy of which is enclosed herewith for your reference. In addition to the matters explicitly detailed in the termination agreement, Bill Jr. has yet to receive director's fees due him up to the time of his termination and accrued vacation pay to the same date... It is our judgment that there is no basis whatsoever for withholding payment of these sums, and we hereby demand that the remaining provisions of the termination agreement be implemented as promptly as possible and the other sums due him be likewise paid immediately.

Very truly yours,


Donald E. Egan

DEE/sv
encl

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JOYCE BEVERAGES INC.

JOYCE ROAD • NEW ROCHELLE, NEW YORK 10801
914-632-7060

WILLIAM J. COLLIER, JR.
VICE PRESIDENT & GENERAL COUNSEL

October 25, 1976

Katten, Muchin, Gittles, Zavis, Pearl & Galler
4100 Mid-Continental Plaza
55 East Monroe Street
Chicago, Illinois, 60603

Attention: Donald Egan, Esq.

Dear Mr. Egan:

In response to your letter of October 5, 1976, I find that your view of any agreement between your client, William J. Joyce, Jr., and Joyce Beverages Inc., differs markedly from that of the corporation.

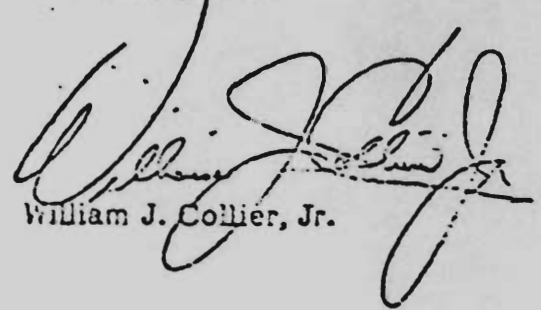
Your letter refers to a "pre-payment." The items in question are "past due." There was no quid pro quo regarding the payment of these amounts on August 5, 1976. Your client volunteered that he would pay them upon receipt of his profit sharing account and this was not done.

I think it is fair to state that John M. Joyce intended that your client continue in the Profit Sharing Trust subsequent to his termination. However, the Trust document does not allow any latitude in this regard. Furthermore, the case of Anton Baron is not inconsistent with this, inasmuch as Mr. Baron remained a paid employee of the corporation until the date of his actual retirement. Continued employment of your client was not possible under the circumstances.

The last paragraph of your letter makes the allegation that I "personally" am withholding payment of amounts due to William J. Joyce, Jr. I indicated to you at our meeting in Chicago that, at all times, my position was that of General Counsel to the corporation. To assume otherwise is simply not consistent with that position nor with the facts.

Lastly, the broad extension of credit terms to your client, was neither agreed upon nor is it acceptable as you proposed in your letter of October 5, 1976. We have determined that there is some accrued vacation pay owing to your client, William J. Joyce, Jr., and this will be forthcoming. The corporation has not decided whether your client is entitled to any director's fees, but I will advise you of that after the matter has been reviewed.

Very truly yours,



William J. Collier, Jr.

WJC:mf

cc: Audit Committee

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WHEREAS, WILLIAM J. JOYCE, JR., having resigned as an officer and/or director of the corporation and each of its subsidiaries and affiliate, effective August 5, 1976, for the purpose of enabling him to devote his full time and efforts to other business activities, and

WHEREAS, WILLIAM J. JOYCE, JR., has acquired knowledge and expertise relating to the business and operations of the corporation and its subsidiaries and affiliate as a director and/or officer thereof,

NOW, THEREFORE, IT IS

RESOLVED, that the Board of Directors of the corporation hereby authorizes the payment by the corporation to WILLIAM J. JOYCE, JR., of the aggregate sum of Fifty Thousand (\$50,000) and 00/100 Dollars, payable in equal monthly installments, for and during the period commencing September 1, 1976 and ending August 31, 1977, in consideration for the covenants extended to the corporation by WILLIAM J. JOYCE, JR., pursuant to which he has agreed not to directly or indirectly own, operate, manage, join, control or otherwise participate in the ownership, management, operation or control of, or be employed or associated in any manner with any other business which the Board deems to compete with the soft drink business, or to cause or do anything inimical to the business of the corporation, its subsidiaries and affiliate as existing on August 5, 1976; provided, however, that in the event that WILLIAM J. JOYCE, JR., shall breach such covenants in any respect, the corporation shall not, and shall have no obligation to, make any future payments of all or any portion of the aforesaid sum to WILLIAM J. JOYCE, JR., or to have any further liability to WILLIAM J. JOYCE, JR., in any respect; and be it further

RESOLVED, that in consideration of the aforesaid covenants from WILLIAM J. JOYCE, JR., to the corporation and its subsidiaries, ILLINOIS SEVEN-UP BOTTLING CO., be and it hereby is authorized and directed to convey the title to a 1975 Porsche 911-S Coupe, bearing vehicle registration number 9115202195, and owned by said corporation to WILLIAM J. JOYCE, JR., and it is further

RESOLVED, that in consideration of the aforesaid covenants from WILLIAM J. JOYCE, JR., to the corporation, the proper officers of the corporation be and they hereby are authorized and directed to make a single lump sum payment of THREE THOUSAND SEVEN HUNDRED FIFTY (\$3,750.00) and 00/100 DOLLARS to WILLIAM J. JOYCE, JR., said sum being paid to him to equalize what would have been the corporation contribution on his behalf to the Joyce Beverages Inc., Profit-Sharing Trust for the period during the current fiscal year that he was an employee of the corporation.

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
JOYCE BEVERAGES INC., AND SUBSIDIARIES
JOYCE ROAD
NEW ROCHELLE, NEW YORK

DECEMBER 9, 1976

9:00 A.M.

TO DEMAND

WHEREAS, the Board of Directors of JOYCE BEVERAGES INC., passed a resolution on September 11, 1976 relating to termination payments to be paid to William J. Joyce, Jr.

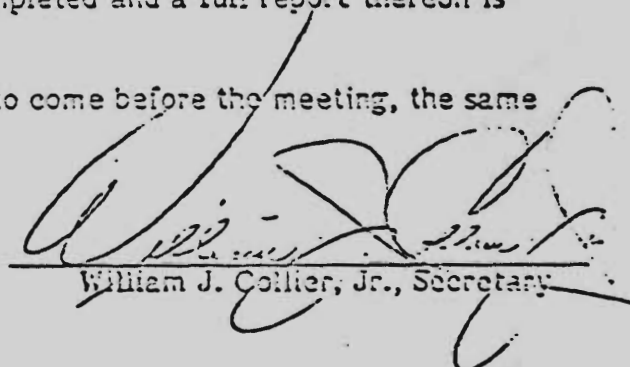
WHEREAS, subsequent to September 11, 1976, it has come to the attention of the Board that William J. Joyce, Jr., during the time that he served as an officer and director of the corporation and its subsidiaries, knowingly failed to reveal and did conceal material facts, of which the Board was unaware, with regard to expenditures of funds which were not for the benefit of said corporation or its subsidiaries and which expenditures were, in fact, for the personal use and benefit of William J. Joyce, Jr.

WHEREAS, had the Board of Directors of the corporation been fully and adequately informed of said facts, prior to September 11, 1976, the Board would not have passed the resolution of September 11, 1976, relating to the termination payments to be paid to William J. Joyce, Jr.

THEREFORE, IT IS HEREBY RESOLVED, that the aforesaid resolution passed by the Board of JOYCE BEVERAGES INC., on September 11, 1976, is hereby cancelled and revoked and in its stead, the Board of Directors passes the following resolution.

BE IT RESOLVED, that JOYCE BEVERAGES INC., and its subsidiaries and affiliates are to make no payments to William J. Joyce, Jr., with respect to his resignation until the present inquiry of the Audit Committee has been completed and a full report thereon is made to the Board.

There being no further business to come before the meeting, the same was, upon motion, adjourned.


William J. Collier, Jr., Secretary

APPROVED:

John M. Joyce, Jr., Chairman

EXHIBIT 5

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct
copy of the foregoing Notice of Filing and Answer and
Counterclaims of Joyce Beverages Inc. was served upon:

DONALD EGAN, MICHAEL A. REITER,
and IRVING B. LEVINSON
Katten, Muchin, Gittles, Zavis,
Pearl and Galler
55 East Monroe Street
Suite 4100
Chicago, Illinois

by hand-delivering a copy of the said documents to the above-
named addresses this 28th day of June, 1977.



SHELDON DAVIDSON

Subscribed and Sworn to
before me this 28th day
of June, 1977.



Notary Public



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Exhibit VIII

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IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

ILLINOIS SEVEN-UP BOTTLING
COMPANY, formerly known as
Joliet Seven-Up Bottling
Company, an Illinois Corporation

Plaintiffs,

vs.

WILLIAM J. JOYCE, JR.,

Defendant.

777G 1394 CH
No. _____

COMPLAINT

Plaintiff, Illinois Seven-Up Bottling Company, formerly known as Joliet Seven-Up Bottling Company (hereinafter referred to as "Illinois Seven-Up") by its attorneys, Pedersen & Houpt, state for its complaint against defendant, William J. Joyce, Jr. (hereinafter referred to as "Joyce"), as follows:

COUNT I

1. Plaintiff, Illinois Seven-Up, is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business in Joliet, Illinois. Illinois Seven-Up is engaged in the soft drink manufacture and distribution business.

2. Defendant Joyce is a resident of Will County, Illinois.

3. That during the period September, 1966 to and including August 5, 1976, defendant Joyce was Executive Vice-President

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of Illinois Seven-Up, was a member of its Board of Directors, and was a duly authorized agent of said corporation.

4. That at all times pertinent herein, Illinois Seven-Up, in order to carry on or facilitate the carrying on of the business of said corporation, purchased for its own use and benefit property (including but not limited to goods, merchandise, airplane tickets, automobiles, fixtures and equipment) and services from various individuals, sole proprietorships, partnerships, corporations, and other business entities (hereinafter referred to as "suppliers").

5. That during the period September, 1966 to and including August 5, 1976, defendant Joyce in the performance of his duties as an officer and director of Illinois Seven-Up and as an agent for Illinois Seven-Up had the authority to purchase and cause Illinois Seven-Up to purchase property and services for its use and benefit and to cause Illinois Seven-Up to issue purchase orders to suppliers in connection therewith.

6. That during the period September, 1966 to and including August 5, 1976, defendant Joyce in the performance of his duties as an officer and director of Illinois Seven-Up and as agent for Illinois Seven-Up had the authority to approve or cause to be approved for payment, invoices, bills, and statements received by Illinois Seven-Up from suppliers for property and services, which were purchased by and delivered to Illinois Seven-Up for its use and benefit.

7. That by virtue of defendant Joyce's position as an officer and director of Illinois Seven-Up, plaintiff disbursed

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corporate funds to suppliers upon approval by defendant Joyce of invoices, bills, and statements submitted by said suppliers to plaintiff for payment.

8. That by approving or causing to be approved said invoices, bills and statements, defendant Joyce represented and caused to be represented to Illinois Seven-Up, that the property and/or services described in said invoices, bills and statements had been purchased by and delivered to Illinois Seven-Up for its use and benefit.

9. That by virtue of defendant Joyce's position as an officer and director of Illinois Seven-Up, and as an agent of Illinois Seven-Up, and the trust and confidence reposed in him by plaintiff, defendant Joyce owed a fiduciary duty to plaintiff; that this duty included the obligation to honestly and faithfully perform the duties entrusted to him by the corporation and its stockholders and to do so solely in the best interests of the corporation and its stockholders and not for any other purpose. That as such fiduciary, defendant Joyce was bound to act for, toward and deal with Illinois Seven-Up with the utmost degree of loyalty, care and good faith.

10. That during the period from in or about September, 1970 to on or about August 5, 1976, and, upon information and belief, prior thereto, the exact date being unknown to plaintiff, defendant knowingly devised a scheme to defraud plaintiff or to obtain money or property from plaintiff by means of knowingly false or fraudulent pretenses or representations, by, but not limited to the manner and means hereinafter described in paragraphs 11 through 15 inclusive.

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11. That defendant caused plaintiff to purchase property from suppliers and to disburse corporate funds in payment thereof; that on or about the date said property was purchased, defendant converted said property to the benefit of defendant and/or others by transferring or delivering or causing to be transferred or delivered said property to defendant's personal residence at Joliet, Illinois or to other locations unknown to plaintiff; that said property, converted as aforesaid, had been purchased by plaintiff from the following suppliers, on or about the dates and in the amounts set forth below:

<u>NAME OF SUPPLIER</u>	<u>DATE OF PURCHASE</u>	<u>AMOUNT PAID</u>
Auffray & Company 146 East 56th Street New York, New York	March, 1974	\$ 1,072.50
Cross Town Distributors 800 Des Plaines Avenue Forest Park, Illinois	December, 1973	678.60
Electrical Wholesalers, Inc. 1322 So. Wabash Avenue Chicago, Illinois	March, 1974	1,445.72
Empire Distributing, Inc. 120 South Sangamon Chicago, Illinois	October, 1970	250.00
Empire Distributing, Inc. 120 South Sangamon Chicago, Illinois	November, 1970	409.50
Folger Adam Company 700 Railroad Joliet, Illinois	December, 1973	95.94
Gaslamp Sales, Inc. Midwest Division 1116 Glass Road, N.E. Cedar Rapids, Iowa	May, 1973	103.94
Gaslamp Sales, Inc. Midwest Division 1116 Glass Road, N.E. Cedar Rapids, Iowa	August, 1973	149.90
J. Merle Jones & Sons, Inc. 103 Larkin Avenue Joliet, Illinois	May/June, 1974	2,084.50
Leonard's Unit Step Co. 1227 Channahon Road Joliet, Illinois	May/June, 1974	580.65

12. That defendant caused plaintiff to disburse corporate funds to suppliers in payment of false and fictitious invoices, bills and statements submitted by said suppliers to plaintiff for property and/or services purportedly furnished or performed by said suppliers in connection with the improvement, maintenance, repair or construction of corporate assets but which property and/or services were furnished or performed at defendant's personal residence at Joliet, Illinois for defendant's benefit and not for the benefit of the corporation; that said corporate funds were disbursed by plaintiff to the following suppliers, on or about the dates and in the amounts set forth below:

<u>NAME OF SUPPLIER</u>	<u>DATE OF PURCHASE</u>	<u>AMOUNT PAID</u>
Atlas Dry Wall 300 Maple Joliet, Illinois	February 19, 1974	\$ 1,926.00
Atlas Dry Wall 300 Maple Joliet, Illinois	June 13, 1974	1,580.00
Atlas Dry Wall 300 Maple Joliet, Illinois	July 22, 1974	1,978.50
Ed Czerkies Rout 3, Theodore Road Plainfield, Illinois	April 15, 1976	315.00
Dreher & Schorie 206 Reichman Joliet, Illinois	June, 1974	1,041.40
Franke Tile Company 900 N. Hickory Street Joliet, Illinois	February 11, 1974	1,499.00
Don F. Guendling 11548 South Brightway Mokena, Illinois	February, 1974	5,240.00
Don F. Guendling 11548 South Brightway Mokena, Illinois	June, 1974	820.00
R.H. Hendricksen & Son 68 E. Washington Joliet, Illinois	June 17, 1974	1,960.82
R.H. Hendricksen & Son 68 E. Washington Joliet, Illinois	June 17, 1974	2,482.60

R.H. Hendricksen & Son 68 E. Washington Joliet, Illinois	July 8, 1974	1,825.90
Joliet Black Top, Inc. 215 Wheeler Joliet, Illinois	January 24, 1974	\$ 1,379.50
Joliet Black Top, Inc. 215 Wheeler Joliet, Illinois	February 14, 1974	2,400.00
Joliet Black Top, Inc. 215 Wheeler Joliet, Illinois	February 14, 1974	675.00
Joliet Black Top, Inc. 215 Wheeler Joliet, Illinois	February 27, 1974	820.50
Joliet Black Top, Inc. 215 Wheeler Joliet, Illinois	October 2, 1974	1,093.10
Lindsay Television 552 Ruby Street Joliet, Illinois	June, 1974	1,332.33
Lockwood Furnance Co. 234 E. Washington Joliet, Illinois	June 4, 1974	1,699.14
Lockwood Furnace Co. 234 E. Washington Joliet, Illinois	June 4, 1974	842.00
Poehner & Dillman 215 E. Cass Street Joliet, Illinois	February, 1975	2,264.00
Poehner & Dillman 215 E. Cass Street Joliet, Illinois	May, 1975	1,221.92
Quality Fence Builders 1510 West Street Lockport, Illinois	March, 1976	273.50
Sullivan Electric 201 West Zarley Blvd. Joliet, Illinois	February, 1974	2,280.00
Sullivan Electric 201 West Zarley Blvd. Joliet, Illinois	June, 1974	1,740.00
Harold F. Woldt 1417 Plainfield Road Joliet, Illinois	July 25, 1974	1,920.00

Harold F. Woldt 1417 Plainfield Road Joliet, Illinois	July 25, 1974	1,700.00
Harold F. Woldt 1417 Plainfield Road Joliet, Illinois	June 13, 1974	4,000.00
Harold F. Woldt 1417 Plainfield Road Joliet, Illinois	June 14, 1974	4,090.00
Wortmann Excavating 1112 Belleview Avenue Joliet, Illinois	February 21, 1974	1,795.00
Wortmann Excavating 1112 Belleview Avenue Joliet, Illinois	February 27, 1974	\$ 2,236.51

13. That defendant caused plaintiff to disburse corporate funds to travel agencies in payment of invoices, bills and statements submitted by said travel agencies to plaintiff for airline tickets which defendant knew were never issued to, received by, or used by plaintiff's officers, agents or employees in the course of their official duties; that the corporate funds disbursed by the plaintiff were used for the benefit of defendant and/or others and not for the benefit of plaintiff; that said corporate funds were disbursed to the following travel agencies in the approximate amount and during the time periods set forth below:

<u>NAME OF TRAVEL AGENCY</u>	<u>TIME PERIOD</u>	<u>APPROXIMATE AMOUNT PAID</u>
Joliet Travel and Tours 150 N. Chicago Street Joliet, Illinois	October, 1974 March, 1975	\$ 2,050.16
Midland Travel, Inc. d/b/a The Travel Desk Plainfield National Bank Plainfield, Illinois	September, 1975 September, 1976	6,972.76
Travel Desk 118 West Main Street Morris, Illinois	March, 1975 January, 1976	1,510.21

14. That defendant caused plaintiff to disburse corporate funds for the benefit of defendant and not for the benefit of plaintiff to suppliers in payment of defendant's purchases of gasoline and oil for defendant's personal airplane. That said corporate funds were disbursed to the following suppliers in the amounts and during the time period set forth below:

<u>NAME OF SUPPLIER</u>	<u>TIME PERIOD</u>	<u>AMOUNT PAID</u>
Shell Oil	1975	\$ 3,066.32
Shell Oil	1976	4,483.08
Shell Oil	1977	1,255.22
Texaco Oil Co.	1975	243.34
Texaco Oil Co.	1976	468.41
Texaco Oil Co.	1977	92.45

15. That defendant caused plaintiff to disburse corporate funds in payment of false and fictitious invoices for property and/or services purportedly furnished or performed by said suppliers in connection with the improvement, maintenance, repair or construction of corporate assets, but which property and/or services were never furnished or performed; that the defendant caused the disbursement of said funds for his benefit and not for the benefit of plaintiff; that said funds were disbursed by plaintiff to the following suppliers, on or about the dates and in the amounts set forth below:

<u>NAME OF SUPPLIER</u>	<u>DATE OF PURCHASE</u>	<u>AMOUNT PAID</u>
Bryntesen, Inc. 300 E. Ogden Avenue Hinsdale, Illinois	May 7, 1975	\$ 3,000.00
Bryntesen, Inc. 300 E. Ogden Avenue Hinsdale, Illinois	May 27, 1975	2,320.00
L. J. Crowther Co. Rt. 53 & Airport Road Joliet, Illinois	May 7, 1976	12,386.00

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16. That the said scheme to defraud plaintiff or to obtain money or property from the plaintiff by means of false and fraudulent pretenses or representations was not known to plaintiff until July, 1976 when an investigation of defendant's activities was commenced; that the aforesaid acts of defendant could not have been ascertained earlier than July, 1976 because of the fiduciary relationship which existed between the parties and because the defendant took active steps in order to conceal the true nature, extent and purpose of his above-described activities; that said activities included but were not limited to falsifying or causing to be falsified documents prepared by or received by plaintiff in connection with the transactions described above.

17. That as a result of defendant's actions as aforesaid, plaintiff has been damaged by reason of defendant's knowing and fraudulent conversion, diversion, transfer, misuse and misappropriation of corporate assets and funds. That the exact amount and extent of said damages is, at present, unknown to plaintiff, but plaintiff believes the same to be in an amount not less than \$99,150.92.

WHEREFORE, plaintiff prays that a judgment be entered against the defendant, William J. Joyce, Jr. in an amount not less than \$99,150.92 plus interest, for attorneys' fees and costs and for such other relief as this Court deems proper.

COUNT II

1-17. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 17, inclusive, of Count I as Paragraphs 1 through 17, inclusive, of Count II.

18. That the actions of the defendant as aforesaid, were performed knowingly and fraudulently and were done for the purpose of depriving and diverting from plaintiff corporate assets, funds, profits and benefits to the gain or benefit of defendant.

19. That plaintiff is entitled to punitive damages for the purpose of punishing defendant and deterring others from performing similar acts in the future.

WHEREFORE, plaintiff prays that a judgment be entered against defendant William J. Joyce, Jr. in the amount of \$1,000,000 as punitive damages, for attorneys' fees and for costs of this action and for such other relief as this Court deems proper.

COUNT III

1-9. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 9 of Count I, inclusive, as Paragraphs 1 through 9, inclusive, of Count III.

10. That while an officer, director and agent of Illinois Seven-Up, defendant Joyce violated his position of trust and breached his fiduciary responsibility to Illinois Seven-Up by one or more of the following acts and/or omissions:

(a) Defendant Joyce converted, diverted, or otherwise transferred for his benefit and not for the benefit of the said corporation, assets and funds of and belonging to Illinois Seven-Up;

(b) Defendant Joyce caused Illinois Seven-Up to disburse corporate funds to suppliers in payment for property and/or services furnished and performed at defendant's personal residence at Joliet, Illinois, for his benefit and not for the benefit of the said corporation;

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(c) Defendant Joyce for his benefit and not for the benefit of the said corporation, transferred or caused to be transferred to his personal residence at Joliet, Illinois or to other locations unknown to plaintiff, assets of and belonging to Illinois Seven-Up;

(d) Defendant Joyce for his benefit and not for the benefit of the said corporation, caused Illinois Seven-Up to disburse corporate funds to suppliers in payment of false and fictitious invoices, bills, and statements submitted to Illinois Seven-Up for property and/or services allegedly provided and furnished for the use and benefit of Illinois Seven-Up or its employees in the course of their official duties;

(e) Defendant Joyce for his own benefit and not for the benefit of the corporation, caused Illinois Seven-Up to disburse corporate funds to the defendant and to suppliers in payment for property and/or services;

(f) Defendant Joyce concealed from and made and caused to be made false representations to Illinois Seven-Up, its directors, officers, agents and employees as to the true nature, extent and purpose of the transactions in which he participated as an officer, director, and agent of Illinois Seven-Up;

(g) Defendant Joyce caused Illinois Seven-Up to issue purchase orders to suppliers for property and/or services, knowing that the property and/or services would not be furnished to Illinois Seven-Up by the supplier to whom the purchase order was issued in accordance with or pursuant to the terms of the purchase order, and knowing that the property and/or services would be furnished to or obtained by the defendant for the benefit of defendant and/or others and not for the benefit of the said corporation;

(h) Defendant Joyce caused Illinois Seven-Up to issue purchase orders to suppliers for property and/or services, knowing that said property and/or services would not be made available to Illinois Seven-Up for its use and benefit and knowing that the goods, merchandise, property or services would be furnished to or obtained by the defendant for the benefit of defendant and/or others and not for the benefit of the said corporation;

(i) Defendant Joyce caused Illinois Seven-Up to disburse corporate funds to suppliers by approving or causing to be approved for payment invoices, bills, and statements submitted by said suppliers to said corporation for goods, merchandise, property, or services, knowing that Illinois Seven-Up had not received and would not receive the use and benefit of said property and/or services, and knowing that said property and/or services would be or were furnished to or obtained by the defendant for the benefit of the defendant and/or others and not for the benefit of the said corporation.

(j) Defendant Joyce failed to account to Illinois Seven-Up for the corporate assets and funds which he had converted, diverted or otherwise transferred for the benefit of defendant and/or others and not for the benefit of the said corporation;

(k) Defendant Joyce failed to account to Illinois Seven-Up for the corporate funds which defendant had caused the corporation to disburse, as aforesaid.

11-15. Paragraphs 11 through 15 inclusive, of Count I are hereby realleged and incorporated by reference herein as Paragraphs 11 through 15 inclusive, of Count III.

16. That the aforesaid violations of defendant's position of trust and breaches of defendant's fiduciary responsibilities and duties were not known to plaintiff until July, 1976 when an investigation of defendant's activities was commenced. That the aforesaid acts or omissions of defendant could not have been ascertained earlier than July, 1976 because of the fiduciary relationship which existed between the parties and because the defendant took active steps in order to conceal the true nature, extent and purpose of the aforesaid activities; that said activities included but were not limited to falsifying or causing to be falsified documents prepared by or received by plaintiff in connection with the transactions described above.

17. That as a result of defendant's actions as aforesaid, plaintiff has been damaged by reason of defendant's conversion, diversion, transfer, misuse and misappropriation of corporate assets and funds. That the exact amount and extent of said damages is, at present, unknown to plaintiff, but plaintiff believes the same to be in an amount not less \$99,150.92.

WHEREFORE, plaintiff prays that a judgment be entered against defendant William J. Joyce, Jr. in an amount not less than \$99,150.92 plus interest, for attorneys' fees, and for costs of this action and for such other relief as this Court deems proper.

COUNT IV

1-16. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 16, inclusive, of Count III, as Paragraphs 1 through 16, inclusive, of Count IV.

17. That defendant agreed to serve as a duly elected officer, to-wit: Executive Vice-President of Illinois Seven-Up; that by accepting said position and assuming and exercising the authority, duties and responsibilities of such position, defendant impliedly agreed to exercise the aforesaid authority and perform the duties and responsibilities of said position honestly, loyally and in good faith; that in consideration thereof, Illinois Seven-Up agreed to pay defendant compensation for the performance of said services.

18. That pursuant to the aforesaid agreement, defendant, during the period from in or about September, 1970 to in or about December, 1974, received compensation, to-wit: bonuses and salaries, from plaintiff in the amount of \$162,781.46.

19. That defendant agreed to serve as a duly elected member of the Board of Directors of Illinois Seven-Up; that by accepting said position, defendant impliedly agreed to perform

his duties and responsibilities as a member of the Board of Directors honestly, loyally, and in good faith; that in consideration thereof, Illinois Seven-Up agreed to pay defendant a fee for said services.

20. That pursuant to the aforesaid agreement, defendant, during the period from in or about September, 1970, to in or about August, 1976, received director's fees from Illinois Seven-Up in the amount of \$12,750.00.

21. That during the period from in or about September, 1970, to in or about August, 1976, defendant breached the aforesaid agreements and the implied terms and conditions thereof and his aforesaid fiduciary duty as an officer, director and agent of Illinois Seven-Up in the following manner:

- (a) By knowingly breaching his fiduciary duty of loyalty, good faith, honesty, and fair dealing owed to plaintiff as an officer, director and agent of plaintiff, in the manner and by the means set forth above;
- (b) By knowingly misusing and converting corporate assets and funds of plaintiff, in the manner and by the means set forth above;
- (c) By knowingly appropriating, diverting or otherwise transferring for his gain or benefit and to the detriment and disadvantage of plaintiff, corporate assets and funds of plaintiff, in the manner and by the means set forth above;
- (d) By knowingly approving or causing to be approved for payment by plaintiff false and fictitious invoices, bills, and statements submitted by suppliers to plaintiff and using the funds so disbursed for his personal gain or benefit or for the gain or benefit of others, in the manner and by the means set forth above;
- (e) By knowingly concealing from plaintiff's Board of Directors and failing to reveal to plaintiff's Board of Directors, information materially affecting or relating to the conduct of plaintiff's corporate affairs, in the manner and by the means set forth above;

(f) By knowingly falsifying or causing to be falsified documents prepared by or received by plaintiff in the conduct of its corporate affairs.

22. That the foregoing breaches of defendant's aforesaid agreements with plaintiff and the implied terms and conditions thereof, and the foregoing breaches of defendant's aforesaid fiduciary duties as an officer, director and agent of plaintiff, were material and substantial and went to the essence of the relationship between plaintiff and defendant. That, as aforesaid, during the period from in or about September, 1970 to in or about August, 1976, defendant received substantial salaries, bonuses and director's fees from plaintiff, and under law and equity, plaintiff is entitled to a return of said salaries, bonuses and director's fees.

23. That during the period from in or about September, 1970 to in or about August, 1976, the total amount of said salaries, bonuses, and director's fees paid by plaintiff to defendant was \$175,531.46.

WHEREFORE, plaintiff prays that a judgment be entered against defendant, William J. Joyce, Jr. in the amount of \$175,531.46 plus interest, for attorneys' fees, for costs of this action, and for such other relief as this Court deems proper.

COUNT V

1-17. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 17 of Count I, inclusive, as Paragraphs 1 through 17, inclusive of Count V.

18-19. Plaintiff realleges and incorporates by reference herein, Paragraphs 10 and 16 of Count III as Paragraphs 18 and 19 of Count V.

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20. Plaintiff is informed and believes that defendant has on numerous other occasions knowingly and fraudulently failed to advise and concealed from plaintiff the true nature, extent and purpose of other transactions in which he participated as an officer, director and agent of plaintiff, failed to account for corporate assets which he knowingly and fraudulently converted to his benefit, failed to account for corporate funds which he knowingly and fraudulently caused plaintiff to disburse, knowingly and fraudulently misappropriated assets and funds of the plaintiff which were used for his benefit and not for the benefit of plaintiff; and conspired and participated with others in fraudulent schemes to deprive plaintiff of the monies, assets, profits, and benefits belonging to it.

21. That the entire amount owed by defendant to plaintiff and of which plaintiff has been defrauded by defendant and the exact dates thereof are unknown and cannot be actually determined except on an account rendered by defendant. The amounts from in or about September, 1970 to on or about August 5, 1976 are believed to be in the approximate amount of \$99,150.92 but a detailed accounting is necessary to determine the exact period of time and the exact amount of which plaintiff has been defrauded. That because of defendant's falsification of records, his secretiveness and the sophistication of the transactions engaged in by defendant, a detailed and complicated accounting is required to establish the exact dates of defendant's fraudulent activities and the exact amount of money for which plaintiff seeks restitution. Plaintiff is entitled to an accounting by defendant of all corporate assets and funds and the profits and benefits therefrom of which plaintiff has been defrauded as a result of the aforesaid actions of defendant in violation of his position of trust and in breach of his fiduciary duty to plaintiff.

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22. That defendant has failed to pay to plaintiff any monies in payment of the corporate assets and funds of which plaintiff has been defrauded; that said failure has depleted the plaintiff's treasury by an amount to be determined by said accounting; that as a result of defendant's violations of his position of trust and his breaches of his fiduciary duty to plaintiff, defendant is an involuntary and constructive trustee for plaintiff of any and all corporate funds and assets received and acquired by him, directly or indirectly, as a result of the fraudulent acts complained of herein, including all profits and benefits derived by defendant from said corporate assets and funds.

23. Plaintiff is entitled to a full, complete and specific restitution and restoration of said corporate assets and funds, including any other monies or funds into which any of such assets or properties may have been converted or be traced.

24. In the alternative to specific restitution of said corporate assets and funds and at the option of plaintiff, plaintiff is entitled to an equitable lien on such assets, funds, proceeds and properties.

25. Plaintiff has no adequate remedy at law.

WHEREFORE, Illinois Seven-Up Bottling Company, formerly known as Joliet Seven-Up Bottling Company, prays as follows:

A. That defendant Joyce be directed forthwith to set forth an accounting of all corporate assets and funds of which plaintiff has been defrauded as a result of the acts complained of and of all proceeds, gains and benefits realized from the use of said assets and funds.

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B. That defendant be declared an involuntary and constructive trustee for the benefit of plaintiff of any and all corporate assets and funds received by and acquired by him, directly or indirectly, as a result of the fraudulent acts complained of herein, including all profits and benefits derived by defendant from said corporate assets, funds, and ordering the trust so found to be executed forthwith by defendant transferring and surrendering to plaintiff any and all such property, assets, funds, proceeds, and benefits and by executing and delivering to plaintiff such instrument or instruments and by doing such act or acts as this Court may deem necessary or appropriate to effect such transfer.

C. For the entry of a decree that defendant is liable to plaintiff in the amount of which plaintiff has been defrauded as shown by the aforesaid accounting.

D. That the plaintiff be given such other and equitable relief as the Court may deem just and equitable.

ILLINOIS SEVEN-UP BOTTLING CO.,
Formerly Known As
JOLIET SEVEN-UP BOTTLING CO.

By PEDERSEN & HOUP
Attorneys for Plaintiff.

PEDERSEN & HOUP
180 North LaSalle Street
Chicago, Illinois 60601
312/641-6888

MURPHY, TIMM, LENNON,
SPESIA & AYERS
5 East Van Buren
Joliet, Illinois 60640
815/726-4311

Exhibit IX

78048043125

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

ILLINOIS SEVEN-UP BOTTLING COMPANY,
an Illinois corporation,

Plaintiff,

vs.

L. J. CROWTHER COMPANY and LEE
CROWTHER,

Defendants.

W77G 1396 L
NO.

FILED
JUN 24 12 53 PM '77

COMPLAINT

NOW COMES the Plaintiff, ILLINOIS SEVEN-UP BOTTLING
COMPANY (hereinafter referred to as "Illinois Seven-Up"), by one of its attorneys,
SCHIPPERS, BETAR, LAMENDELLA & O'BRIEN, and for its complaint against
Defendants, L. J. CROWTHER COMPANY and LEE CROWTHER, states as follows:

COUNT I

1. Plaintiff, ILLINOIS SEVEN-UP, is a corporation organized
and existing under the laws of the State of Illinois, with its principal place of business
at Joliet, Illinois. ILLINOIS SEVEN-UP is engaged in the soft drink manufacture and
distribution business.

2. At all times pertinent herein, Defendant, L. J. CROWTHER
COMPANY, was a company with its principal place of business at Illinois Route 53 and
Airport Road, Will County, Illinois 60441.

3. Defendant, LEE CROWTHER, is a resident of Will County,
Illinois. At all times pertinent herein, said LEE CROWTHER was an employee and
a duly authorized agent of L. J. CROWTHER COMPANY.

4. On or about May 4, 1976, Defendants, LEE CROWTHER and
L. J. CROWTHER COMPANY, issued, or caused to be issued to ILLINOIS SEVEN-UP

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for payment, an invoice in the amount of \$12,386.00 for work performed for and on behalf of ILLINOIS SEVEN-UP by Defendant, L. J. CROWTHER COMPANY. A copy of said invoice is attached hereto as Exhibit A.

5. On or about May 12, 1976, ILLINOIS SEVEN-UP issued its check in the amount of \$12,386.00 to Defendant, L. J. CROWTHER COMPANY in payment of the aforesaid invoice. A copy of said check is attached hereto as Exhibit B.

6. The aforesaid invoice (Exhibit A) was false and fictitious and known to the Defendants to be false and fictitious, in that the work for which Defendants sought payment had never been performed for and on behalf of ILLINOIS SEVEN-UP; and the Defendants knowingly received and accepted ILLINOIS SEVEN-UP's check (Exhibit B) knowing that said check had been issued by ILLINOIS SEVEN-UP in payment of the aforesaid false and fictitious invoice.

7. Defendants have never performed, or caused to be performed the work for which Defendants issued or caused to be issued the aforesaid invoice (Exhibit A) and for which ILLINOIS SEVEN-UP's check (Exhibit B) was received and accepted by Defendants.

8. As a direct and proximate result of Defendants' actions, as aforesaid, ILLINOIS SEVEN-UP has been damaged in the amount of \$12,386.00. Each of the Defendants is jointly and severally liable to Plaintiff for said amount.

WHEREFORE, Plaintiff prays that a judgment be entered against each of the Defendants, L. J. CROWTHER COMPANY and LEE CROWTHER, in the amount of \$12,386.00 plus interest, attorneys fees and costs of this action.

COUNT II

1. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 8, inclusive, of Count I as Paragraphs 1 through 8 of Count II.

9. The actions of the Defendants, as aforesaid, were done knowingly and fraudulently, and with the intent to secure monies from ILLINOIS SEVEN-UP for work which had never been performed by the Defendants for the use and benefit of

ILLINOIS SEVEN-UP.

10. Plaintiff is entitled to punitive damages from each of the Defendants for the purpose of punishing said Defendants and for the purpose of deterring others from engaging in similar conduct.

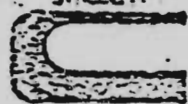
WHEREFORE, Plaintiff prays that a judgment be entered against each of the Defendants, L. J. CROWTHER COMPANY and LEE CROWTHER, for punitive damages in the amount of \$50,000.00, for attorneys fees and costs of this action.

ILLINOIS SEVEN-UP BOTTLING COMPANY

BY: Schippers Betar Lamendella & O'Brien
One of Its Attorneys

SCHIPPERS, BETAR, LAMENDELLA & O'BRIEN
70 West Monroe St., Chicago, Il. 60603
312-236-5517
and
MURPHY, TIMM, LENNON, SPESIA & AYERS
5 East Van Buren St., Joliet, Il. 60431
815-726-4311

000373



PHONE | JOLLET 815/776-2400
DOWNS 824/624-312/742-1380

L. J. CROWTHER, CO.

SPRING • MEET MEAL • CONGRATULATE

MAILING ADDRESS

IL 27. ST AND AIRPORT ROAD
WILL COUNTY, ILL 6041

INVOICE

No 1027

Illinois Seven-Up Bottling Co.
777 Joyce Road
Joliet, Illinois 60436

SHAPCO

DATE _____

CUSTOMER'S ORDER NO.

TERMS

4-76

~~Confidential~~

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1000	1000	1000	1000	1000

Unit Price

AMOUNT

TOTAL

Complete removal of the bottling conveyor line and reinstalling along with necessary structural steel revisions (no painting included in work performed)

Labor, materials, overhead and profit

S12326.0

TERMS - NET 30 DAYS
1% PER MONTH SERVICE CHARGE (1% ANNUALLY)
ON AMOUNTS THAT ARE 30 DAYS PAST DUE

EXHIBIT A

04313



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7 JOLIET, ILL. 62434

4 5 5 0 9 2 3 0

UNION NATIONAL BANK & TRUST CO.
JOLIET, ILL.
CHECK NO. 507
DATE 5-12-76
AMOUNT \$12,386.00

THIS CHECK
VOID 60 DAYS
FROM DATE

71448

DATE 5-12-76 VENDOR NO 000373

PAY TO THE
ORDER OF

L. J. CROWTHER
RT. 53 & AIRPORT RD
HILL COUNTY, IL

PAY THIS AMOUNT
\$12,386 00

GENERAL ACCOUNT

UNION NATIONAL BANK & TRUST CO.
OF JOLIET
ILL. 62434

72 56
714

[Signature]

71448 10719 00551 1520 7048 0000000000

Exhibit X

780000431133

STATE OF ILLINOIS)
) SS.
 COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
 WILL COUNTY, ILLINOIS

ILLINOIS SEVEN-UP BOTTLING)
 COMPANY, an Illinois Corporation,)
)
 Plaintiff,)

vs.)

NO. W77G 1396L)

L. J. CROWTHER COMPANY and)
 LEE CROWTHER,)
)
 Defendants.)

A N S W E R

Now come L. J. CROWTHER COMPANY and LEE CROWTHER,
 Defendants, by their Attorneys, HERSCHBACH, TRACY, JOHNSON,
 BERTANI & WILSON, and for their Answer to Plaintiff's Com-
 plaint state as follows:

COUNT I

1. Defendants admit the allegations of paragraph 1.
2. Defendants admit the allegations of paragraph 2.
3. Defendants admit the allegations of paragraph 3.
4. Defendant, L. J. CROWTHER COMPANY admits that on or about May 4, 1976, it issued to Plaintiff for payment, an invoice in the amount of \$12,386.00 for work performed for and on behalf of Plaintiff by Defendant, L. J. CROWTHER COMPANY. Defendant, LEE CROWTHER, admits that he caused said invoice to be issued solely in his capacity as an employee and authorized agent of L. J. CROWTHER COMPANY.
5. Defendants admit the allegations of paragraph 5.
6. Defendants admit that the invoice referred to as Exhibit A of paragraph 6 of Plaintiff's Complaint was false and fictitious. Defendant, L. J. CROWTHER COMPANY admits that

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it knowingly received and accepted Plaintiff's check, knowing that said check had been issued by Plaintiff in payment of the aforesaid false and fictitious invoice. Defendant, LEE CROWTHER, denies that he knowingly received and accepted said check. Both Defendants deny that the work for which Defendants sought payment had never been performed for and on behalf of Illinois Seven-Up Bottling Company.

7. Defendants deny the allegations of paragraph 7.

8. Defendants deny the allegations of paragraph 8.

FIRST AFFIRMATIVE DEFENSE TO COUNT I

1. Prior to the submission of the invoice, marked Plaintiff's Exhibit A, Defendants had caused to be installed a new bottling conveyor line with some structural steel revisions as stated in said invoice.

2. The invoice, marked Plaintiff's Exhibit A, was submitted to Plaintiff at the request of Plaintiff Corporation through William J. Joyce, Jr., known at the time and for a long time prior thereto by Defendants to be a high ranking officer of said corporation, to-wit: Executive Vice-President, authorized to contract and do business on behalf of Plaintiff.

3. Plaintiff, through the said William J. Joyce, Jr., advised Defendants that the purpose of said invoice was to obtain for Plaintiff \$12,386.00 to do remodeling work for and on behalf of Plaintiff at the offices of Plaintiff in Joliet, Illinois.

4. Defendants were instructed by Plaintiff, through William J. Joyce, Jr., to rebate to him the monies received by Defendants from Plaintiff pursuant to the submission of the aforesaid invoice, so that Plaintiff could use said monies for the remodeling for and on behalf of Plaintiff as stated aforesaid.

5. Defendants were instructed by William J. Joyce, Jr., acting in his capacity as Executive Vice-President of Plaintiff

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and in the scope of his apparent authority, that this procedure was to be utilized for internal bookkeeping purposes by Plaintiff.

6. After Defendants received the check, marked Plaintiff's Exhibit B, which was dated May 12, 1976, said check was not deposited by Defendants at the National Bank of Joliet, Joliet, Illinois, until May 24, 1976. A copy of the deposit slip received by Defendants for said deposit is attached hereto, marked Defendants' Exhibit 1 for identification and made a part hereof.

7. On the same date of the aforementioned deposit, Defendants paid to William J. Joyce, Jr., in his capacity as an officer of Plaintiff with the apparent authority to receive said payment, the sum of \$12,386.00 for the purpose of accomplishing the remodeling of offices for and on behalf of Illinois Seven-Up Bottling Company as aforesaid.

8. Thereafter, on or about July 30, 1976, ceiling tiles in the amount of \$5,328.72 were ordered from Atlas Drywall Company, 126 South Desplaines Street, Joliet, Illinois, for the purpose of accomplishing the aforesaid remodeling for and on behalf of Plaintiff. The aforementioned price was paid by the said William J. Joyce, Jr.

9. On or about August 2, 1976, lighting fixtures and materials in the amount of \$7,057.28 were ordered from Stonehouse Electric, Inc., 251 Republic Avenue, Joliet, Illinois, for the purpose of accomplishing the aforesaid remodeling for and on behalf of Plaintiff. The aforementioned price was paid by the said William J. Joyce, Jr.

10. The orders through Atlas Drywall Company and Stonehouse Electric, Inc., were placed at the request of the aforementioned Executive Vice-President of Illinois Seven-Up Bottling Company

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and Defendants believed that the said William J. Joyce, Jr., a high ranking officer of Plaintiff's corporation, had apparent authority to effect the stated remodeling in the manner chosen by him for and on behalf of Illinois Seven-Up Bottling Company's offices.

11. Thereafter, William J. Joyce, Jr.'s employment by and with Plaintiff was terminated by Plaintiff.

12. Following the termination of William J. Joyce, Jr.'s employment, by Plaintiff, the aforementioned electrical fixtures ordered for and on behalf of Plaintiff, were delivered to Plaintiff on or about September 29, 1976, but were refused by Plaintiff and were thereafter stored in a warehouse in Rockdale, Illinois.

13. On or about October 4, 1976, the aforementioned ceiling tiles ordered for and on behalf of Plaintiff were delivered to Plaintiff but delivery was refused by Plaintiff after which said ceiling tiles were also stored in a warehouse in Rockdale, Illinois.

WHEREFORE, Defendants request that Count I of Plaintiff's Complaint be dismissed and that Defendants have judgment for their costs of this action.

SECOND AFFIRMATIVE DEFENSE TO COUNT I

1-13. Defendants repeat, reallege and incorporate by reference herein, paragraphs 1 through 13 inclusive of their First Affirmative Defense to Count I as paragraphs 1 through 13 herein.

14. Though Plaintiff was well aware from the spring of 1976, that plans were under way for the remodeling of the Joliet

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Offices of Plaintiff, and though Plaintiff knew or should have known of the orders placed to effect said project at the direction of one of its high ranking officers, William J. Joyce, Jr., Executive Vice-President of Plaintiff, Plaintiff neglected to disapprove said orders until after they were placed as aforesaid and is now estopped from claiming damages that were the result of Plaintiff's own internal disputes, negligence and indecision.

WHEREFORE, Defendants request that Count I of Plaintiff's Complaint be dismissed and that Defendants have judgment for their costs of this action.

COUNT II

1-8. Defendants reallege and incorporate by reference herein, the answers to paragraphs 1 through 8 of Count I of Plaintiff's Complaint as paragraphs 1 through 8 of Count II of this Answer.

9. Defendants deny the allegations of paragraph 9.

10. Defendants deny the allegations of paragraph 10.

FIRST AFFIRMATIVE DEFENSE TO COUNT II

1-13. Defendants repeat, reallege and incorporate by reference herein, paragraphs 1-13, inclusive, of their First Affirmative Defense to Count I of Plaintiff's Complaint as paragraphs 1 through 13 of their First Affirmative Defense to Count II of Plaintiff's Complaint.

WHEREFORE, Defendants request that Count II of Plaintiff's Complaint be dismissed and that Defendants have judgment for their costs of this action.

SECOND AFFIRMATIVE DEFENSE TO COUNT II

1-13. Defendants repeat, reallege and incorporate by reference herein, paragraphs 1-13, inclusive, of their First Affirmative Defense to Count I of Plaintiff's Complaint as paragraphs 1 through 13 of their Second Affirmative Defense to Count II of Plaintiff's Complaint.

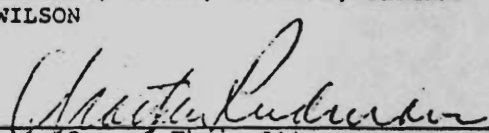
14. Defendants repeat, reallege and incorporate by reference herein, paragraph 14 of their Second Affirmative Defense to Count I of Plaintiff's Complaint as paragraph 14 of their Second Affirmative Defense to Count II of Plaintiff's Complaint.

WHEREFORE, Defendants request that Count II of Plaintiff's Complaint be dismissed and that Defendants have judgment for their costs of this action.

L. J. CROWTHER COMPANY and LEE CROWTHER,
Defendants

HERSCHBACH, TRACY, JOHNSON, BERTANI
& WILSON


By


One of Their Attorneys

HERSCHBACH, TRACY, JOHNSON,
BERTANI & WILSON
Attorneys at Law
68 North Chicago Street
Joliet, Illinois 60431
Telephone: (815) 723-8500


780400043139

1776-1976



THE FIFTY STARS AND STRIPES
GAINED BY AN AMERICAN
ARMY AT THE BATTLE
OF LEXINGTON

DEPOSITED WITH-



NATIONAL BANK OF JOLIET
121 N. CHICAGO STREET
JOLIET, ILLINOIS 60431
815/723-0683

This is your receipt

ALWAYS OBTAIN AN OFFICIAL RECEIPT WHEN MAKING A DEPOSIT

DATE, SYMBOL, TRANSACTION NUMBER, NAME AND AMOUNT
OF DEPOSIT ARE SHOWN BELOW

12176 7 3 2 MAY 24 12386.00 DIS

ALL FUNDS ARE RECEIVED SUBJECT TO CONDITIONS AND TERMS ON FILE WITH THE BANK

DEFENDANTS' EXHIBIT NO. 1 FOR
IDENTIFICATION.

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Exhibit XI

78049043141

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

ILLINOIS SEVEN-UP BOTTLING COMPANY,)
an Illinois corporation,)

Plaintiff,)

vs.)

HAROLD F. WOLDT,)

Defendant.)

FILED
RECEIVED
JUL 25 1974
U.S. 73 1395 L
NO.

COMPLAINT

NOW COMES the Plaintiff, ILLINOIS SEVEN-UP BOTTLING COMPANY, (hereinafter referred to as "Illinois Seven-Up"), by one of its attorneys, Pedersen & Houpt, and for its complaint against Defendant, HAROLD F. WOLDT, states as follows:

COUNT I

1. Plaintiff, ILLINOIS SEVEN-UP, is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business at Joliet, Illinois. ILLINOIS SEVEN-UP is engaged in the soft drink manufacture and distribution business.

2. That Defendant, HAROLD F. WOLDT, is a resident of Will County; that at all times pertinent herein, HAROLD F. WOLDT was, among other things, engaged in the business of performing landscape services and maintained an office at 1417 Plainfield Road, Joliet, Illinois.

3. That on or about July 25, 1974, Defendant, HAROLD F. WOLDT, submitted to ILLINOIS SEVEN-UP for payment an invoice in the amount of \$1,700.00 for services and materials performed and furnished for and on behalf of ILLINOIS SEVEN-UP by Defendant, HAROLD F. WOLDT. A copy of said invoice is attached hereto as Exhibit A.

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7 8 0 4 0 0 4 3 1 4 3

4. That on or about August 14, 1974, ILLINOIS SEVEN-UP issued its check in the amount of \$1,700.00 to Defendant, HAROLD F. WOLDT, in payment of the aforesaid invoice. A copy of said check is attached hereto as Exhibit B.

5. That the aforesaid invoice, Exhibit A, was false and fictitious and known to the Defendant to be false and fictitious in that the services and materials for which Defendant sought payment had never been performed or furnished for and on behalf of ILLINOIS SEVEN-UP; and that Defendant accepted and received ILLINOIS SEVEN-UP's check, Exhibit B, knowing that said check had been issued by ILLINOIS SEVEN-UP in payment of the aforesaid false and fictitious invoice.

6. That Defendant has never performed or furnished the services and materials for ILLINOIS SEVEN-UP for which Defendant issued the aforesaid invoice, Exhibit A, and for which ILLINOIS SEVEN-UP's check, Exhibit B, was received and accepted by Defendant.

7. That as a result of Defendant's actions, as aforesaid, ILLINOIS SEVEN-UP has been damaged in the amount of \$1,700.00.

WHEREFORE, Plaintiff prays that a judgment be entered against Defendant, HAROLD F. WOLDT, in the amount of \$1,700.00 plus interest, attorneys fees and costs of this action.

COUNT II

1-7. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 7, inclusive, of Count I as Paragraphs 1 through 7, inclusive, of Count II.

8. That the actions of the Defendant as aforesaid, were done knowingly and fraudulently and with the intent to secure monies from ILLINOIS SEVEN-UP for services and materials which had never been performed or furnished by the Defendant for the use and benefit of ILLINOIS SEVEN-UP.

9. That Plaintiff is entitled to punitive damages from the Defendant for the purpose of punishing Defendant and for the purpose of deterring others from engaging

ing in similar conduct.

WHEREFORE, Plaintiff prays that a judgment be entered against the Defendant, HAROLD F. WOLDT, for punitive damages in the amount of \$10,000.00, for attorneys fees and costs of this action.

COUNT III

1-2. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 and 2 of Count I as Paragraphs 1 and 2 of Count III.

3. That on or about July 25, 1974, Defendant, HAROLD F. WOLDT, submitted to ILLINOIS SEVEN-UP for payment, an invoice in the amount of \$1,920.00 for services performed and for and on behalf of ILLINOIS SEVEN-UP by Defendant, HAROLD F. WOLDT. A copy of said invoice is attached hereto as Exhibit C:

4. That on or about August 7, 1974, ILLINOIS SEVEN-UP issued its check in the amount of \$1,920.00 to Defendant, HAROLD F. WOLDT, in payment of the aforesaid invoice. A copy of said check is attached hereto as Exhibit D.

5. That the aforesaid invoice, Exhibit C, was false and fictitious and known to the Defendant to be false and fictitious in that the services for which Defendant sought payment had not been performed for and on behalf of ILLINOIS SEVEN-UP; and that Defendant accepted and received ILLINOIS SEVEN-UP's check, Exhibit D, knowing that said check had been issued by ILLINOIS SEVEN-UP in payment of the aforesaid false and fictitious invoice.

6. That Defendant has never performed the services for ILLINOIS SEVEN-UP for which the Defendant issued the aforesaid invoice Exhibit C, and for which ILLINOIS SEVEN-UP's check, Exhibit D, was received and accepted by Defendant.

7. That as a result of Defendant's actions, as aforesaid, ILLINOIS SEVEN-UP has been damaged in the amount of \$1,920.00.

WHEREFORE, Plaintiff prays that a judgment be entered against

Defendant, HAROLD F. WOLDT, in the amount of \$1,920.00, plus interest, attorneys fees and costs of this action.

COUNT IV

1-7. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 7, inclusive, of Count III, as Paragraphs 1 through 7, inclusive, of Count IV.

8. That the actions of the Defendant, as aforesaid, were done knowingly and fraudulently and with the intent to secure monies from ILLINOIS SEVEN-UP for work which had never been performed by the Defendant for the use and benefit of ILLINOIS SEVEN-UP.

9. That Plaintiff is entitled to punitive damages from the Defendant for the purpose of punishing the Defendant and for the purpose of deterring others from similar conduct.

WHEREFORE, Plaintiff prays that a judgment be entered against Defendant, HAROLD F. WOLDT, for punitive damages, in the amount of \$10,000.00, for attorneys fees and costs of this action.

COUNT V

1-2. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 and 2 of Count I as Paragraphs 1 and 2 of Count V.

3. That on or about June 13, 1974, Defendant, HAROLD F. WOLDT, submitted to ILLINOIS SEVEN-UP for payment, an invoice in the amount of \$4,000.00 for services, materials, and equipment performed, furnished and used for and on behalf of ILLINOIS SEVEN-UP by Defendant, HAROLD F. WOLDT. A copy of said invoice is attached hereto as Exhibit E.

4. That on or about June 19, 1974, ILLINOIS SEVEN-UP issued its check in the amount of \$4,000.00 to Defendant, HAROLD F. WOLDT, in payment of the aforesaid invoice. A copy of said check is attached hereto as Exhibit F.

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5. That the aforesaid invoice, Exhibit E, was false and fictitious and known to the Defendant to be false and fictitious in that the services, materials and equipment for which Defendant sought payment had never been performed, furnished or used for and on behalf of ILLINOIS SEVEN-UP; and that Defendant accepted and received ILLINOIS SEVEN-UP's check, Exhibit F, knowing that said check had been issued by ILLINOIS SEVEN-UP in payment of the aforesaid false and fictitious invoice.

6. That Defendant has never performed, furnished, or used the said services, materials, or equipment for ILLINOIS SEVEN-UP for which Defendant issued the aforesaid invoice, Exhibit E, and for which ILLINOIS SEVEN-UP's check, Exhibit F, was received and accepted by Defendant.

7. That as a result of Defendant's actions, as aforesaid, ILLINOIS SEVEN-UP has been damaged in the amount of \$4,000.00.

WHEREFORE, Plaintiff prays that a judgment be entered against Defendant, HAROLD F. WOLDT, in the amount of \$4,000.00, plus interest, attorneys fees and costs of this action.

COUNT VI

1-7. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 7, inclusive, of Count V as Paragraphs 1 through 7, inclusive, of Count VI.

8. That the actions of the Defendant, as aforesaid, were done knowingly and fraudulently and with the intent to secure monies from ILLINOIS SEVEN-UP for services, materials and equipment which had never been performed, furnished or used by the Defendant for the use and benefit of ILLINOIS SEVEN-UP.

9. That Plaintiff is entitled to punitive damages from the Defendant for the purpose of punishing Defendant and for the purpose of deterring others from engaging in similar conduct.

WHEREFORE, Plaintiff prays that a judgment be entered against the Defendant, HAROLD F. WOLDT, for punitive damages in the amount of \$10,000.00, for attorneys fees and costs of this action.

COUNT VII

1-2. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 and 2 of Count I as Paragraphs 1 and 2 of Count VII.

3. That on or about June 14, 1974, Defendant, HAROLD F. WOLDT, submitted to ILLINOIS SEVEN-UP for payment, an invoice in the amount of \$4,090.00 for services, materials, and equipment performed, furnished and used for and on behalf of ILLINOIS SEVEN-UP by Defendant, HAROLD F. WOLDT. A copy of said invoice is attached hereto as Exhibit G.

4. That on or about June 19, 1974, ILLINOIS SEVEN-UP issued its check in the amount of \$4,090.00 to Defendant, HAROLD F. WOLDT, in payment of the aforesaid invoice. A copy of said check is attached hereto as Exhibit H.

5. That the aforesaid invoice, Exhibit G, was false and fictitious and known to the Defendant to be false and fictitious in that the services, materials, and equipment for which Defendant sought payment had never been performed, furnished or used for the use and benefit of ILLINOIS SEVEN-UP; and that Defendant accepted and received ILLINOIS SEVEN-UP's check, Exhibit H, knowing that said check had been issued by ILLINOIS SEVEN-UP in payment of the aforesaid false and fictitious invoice.

6. That Defendant has never performed, furnished, or used the said services, materials, or equipment for ILLINOIS SEVEN-UP for which Defendant issued the aforesaid invoice, Exhibit G, and for which ILLINOIS SEVEN-UP's check, Exhibit H, was received and accepted by Defendant.

7. That as a result of Defendant's actions, as aforesaid, ILLINOIS SEVEN-UP has been damaged in the amount of \$4,090.00.

WHEREFORE, Plaintiff prays that a judgment be entered against Defendant, HAROLD F. WOLDT, in the amount of \$4,090.00, plus interest, attorneys

fees and costs of this action.

COUNT VIII

1-7. Plaintiff realleges and incorporates by reference herein, Paragraphs 1 through 7, inclusive, of Count VII as Paragraphs 1 through 7, inclusive, of Count VIII.

8. That the actions of the Defendant, as aforesaid, were done knowingly and fraudulently with the intent to secure monies from ILLINOIS SEVEN-UP for services, materials and equipment which had never been performed, furnished or used by the Defendant for the use and benefit of ILLINOIS SEVEN-UP.

9. That Plaintiff is entitled to punitive damages from the Defendant for the purpose of punishing Defendant and for the purpose of deterring others from engaging in similar conduct.

WHEREFORE, Plaintiff prays that a judgment be entered against the Defendant, HAROLD F. WOLDT, for punitive damages in the amount of \$10,000.00, for attorneys fees and costs of this action.

ILLINOIS SEVEN-UP BOTTLING COMPANY

BY: *[Signature]*
One of Its Attorneys

PEDERSEN & HOUP
180 N. LaSalle St., Chicago, Il. 60601
312-641-6888
and
MURPHY, TIMM, LENNON, SPESIA & AYERS
5 E. Van Buren St., Joliet, Il. 60431
815-726-4311

1417 PLAINFIELD ROAD

PHONE 729-1635

HAROLD F. WOLDT

Landscape



1976

July 25, 1974

JOLIET, ILLINOIS 60435

Illinois 7 Up Company

1013 10

Joyce Road, Joliet, Illinois 60435

For Trimming and Spraying of Trees and Shrubbery
and Spading and Weeding of planted beds

140 hours

1680.00

1 Gallon Spray Concentrate

20.00

\$1700.00

Revised - Joliet Plant



[Handwritten signature]

Pay 8-14-74
W. J. Joyce Jr.



EXHIBIT A

78040043149

78040013150



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7 -- JOLIET, ILL. 60434

DATE	VENDOR NO.
9 14 74	988218

PAY TO THE
ORDER OF

THIS CHECK
VOID 60 DAYS
FROM DATE

54369

PAID
HAROLD W. MEDICAL BANK
1417 ADAMS STREET
JOLIET, ILL. 60435

OCT 3 1974

PAY THIS AMOUNT
**1,700.00

GENERAL ACCOUNT

To: UNION NATIONAL BANK & TRUST CO.
OF JOLIET
JOLIET, ILLINOIS

70-66
710

JOLIET, ILL. 60435

James E. Joyce

⑈ 54369 ⑈ ⑆0719⑆0066⑆ ⑆154⑆7016⑆ ⑆0000⑆

EXHIBIT B

78040043151



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7 — JOLIET, ILL. 60434

DATE	VENDOR NO
9 14 74	998218

PAY TO THE
ORDER OF:

PAID
HAROLD C. WOODSONAL BANK
1417 PEAIRIE RECORD PANY.
JOLIET, ILL. 60435

OCT 3 1974

THIS CHECK
VOID 60 DAYS
FROM DATE:

54369

PAY THIS AMOUNT
**1,700 00

GENERAL ACCOUNT

To: UNION NATIONAL BANK & TRUST CO.
OF JOLIET
JOLIET, ILLINOIS

70-66
718

JOLIET, ILL.

James P. Joyce

⑈ 54369⑈ ⑆0719⑈0066⑈ ⑆15⑈70⑈0000⑈

EXHIBIT B

1417 PLAINFIELD ROAD

PHONE 724-1433

HAROLD F. WOLDT

Landscaper



1869

JOLIET, ILLINOIS 60435

July 25, 1974

SOLD TO Gilbert Warehouse c/o Illinois 7 Up Company
Gilbert, Illinois

For General Cleanup and repair of drive and
Parking Area

160 Hours

\$1920.00

Expense to Gilbert's wife



[Handwritten signature]

AP

EXHIBIT C

78040043152

78040013153



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7 — JOLIET, ILL. 60434

DATE	VENDOR NO.
8 07 74	000102

PAY TO THE
ORDER OF:

To: UNION NATIONAL BANK & TRUST CO.
OF JOLIET
JOLIET, ILLINOIS

HAROLD F. WOODT
1417 PLAINFIELD RD.
JOLIET, ILL. 60435

OCT 3 1974

JOLIET, ILL.

THIS CHECK
VOID 60 DAYS
FROM DATE

5400

PAY THIS AMOUNT
**1,920.00

GENERAL ACCOUNT

William R. Joyce

⑆ 54000⑆ ⑆0719⑆0066⑆ ⑆1520⑆7548⑆

HAROLD F. WOLDT

Landscape



JOLIET, ILLINOIS June 13, 1974 19

78040043154
JOINT TO Joyce 7 Up Company

DeKalb Warehouse

For General Repairs of Parking Area:

Labor, material and equipment per agreement \$4000.00

62117

1013

AP

EXHIBIT E

78040043155



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7 — JOLIET, ILL. 60434

DATE	VENDOR NO.
6 19 74	000215

PAY TO THE
ORDER OF:

TO: UNION NATIONAL BANK & TRUST CO.
OF JOLIET
JOLIET, ILLINOIS

THIS CHECK
VOID 60 DAYS
FROM DATE:

5272

HAROLD F. SOLIST

1417 PLAINFIELD BANK
JOLIET, ILLINOIS 60435 COMPANY.

PAY THIS AMOUNT

**4,000.00

GENERAL ACCOUNT

JUN 21 1974

⑆ 52725⑆ ⑆0719⑆0066⑆

EXHIBIT F

1417 PLAINFIELD ROAD

Phone 8-1111

HAROLD F. WOLDT

Landscape



JOLIET, ILLINOIS

June 14, 1974

SOLD TO Joye 7 Up

Joliet, Illinois 60435

Repair of Parking lot South west corner Joliet plant

For re-grading, re-sloping, to eliminate
depressions. Furnish 110 tons traffic boundmaterial.
Furnish labor, material and equipment as per agreement

\$4,090.00

F 3107-1

1017

OK
AP

EXHIBIT G

78040043156

78040043157



ILLINOIS SEVEN-UP BOTTLING CO.

POST OFFICE BOX 7 — JOLIET, ILL. 60434

DATE	VENDOR NO.
6 19 74	000204

PAY TO THE
ORDER OF

THIS CHECK
VOID 60 DAYS
FROM DATE:

5272

HAROLD S. MOULTON
1417 PLAINFIELD BANK
JOLIET, ILL. 60435

PAID
JUL 21 1974
70-66

PAY THIS AMOUNT
**4,090.00

GENERAL ACCOUNT

To: UNION NATIONAL BANK & TRUST CO.
OF JOLIET
JOLIET, ILLINOIS

⑈ 52724⑈ ⑆0719⑈0066⑈ ⑆52704⑈ 9000⑈

EXHIBIT H

Exhibit XII

78040043158

STATE OF ILLINOIS)
) SS.
COUNTY OF W I L L)

IN THE CIRCUIT COURT OF THE 12TH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

ILLINOIS SEVEN-UP BOTTLING COMPANY,)
an Illinois corporation,)
)
Plaintiff,)
)
vs.) NO. W77G 1395 L
)
HAROLD F. WOLDT,)
)
Defendant.)

A N S W E R

Now comes HAROLD F. WOLDT, by and through his Attorney, RICHARD T. BUCK, OF MCKEOWN, FITZGERALD, ZOLLNER, BUCK, SANGMEISTER, & HUTCHISON, and in Answer to the Complaint of the Plaintiff states as follows:

1. Defendant neither admits nor denies the allegations contained in Paragraph 1 of Plaintiff's Complaint, having no personal knowledge thereof, and demands strict proof thereof.
2. Defendant admits the allegations contained in Paragraph 2 of Plaintiff's Complaint.
3. Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.
4. Defendant admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.
5. Defendant denies each and every allegation contained in Paragraph 5 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to

78040043159

FILED
JUL 10 1977

ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

6. Defendant denies each and every allegation contained in Paragraph 6 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

7. The Defendant denies each and every allegation contained in Paragraph 7 of Plaintiff's Complaint.

WHEREFORE, Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against Plaintiff.

COUNT II

1-7. Defendant realleges as Paragraphs 1 through 7 of this Count II, Paragraphs 1 through 7 of Count I.

8. The Defendant denies each and every allegation contained in Paragraph 8 of Plaintiff's Complaint.

9. The Defendant denies each and every allegation contained in Paragraph 9 of Plaintiff's Complaint.

WHEREFORE, Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against Plaintiff.

COUNT III

1-2. Defendant realleges as Paragraphs 1 and 2 of this Count III, Paragraphs 1 and 2 of Count I.

3. The Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. The Defendant admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. The Defendant denies each and every allegation contained in Paragraph 5 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

6. The Defendant denies each and every allegation contained in Paragraph 6 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

7. The Defendant denies each and every allegation contained in Paragraph 7 of Plaintiff's Complaint.

WHEREFORE, the Defendant prays that Plaintiff's Complaint be dismissed with Costs assessed against the Plaintiff.

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ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

6. Defendant denies each and every allegation contained in Paragraph 6 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

7. The Defendant denies each and every allegation contained in Paragraph 7 of Plaintiff's Complaint.

WHEREFORE, Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against Plaintiff.

COUNT II

1-7. Defendant realleges as Paragraphs 1 through 7 of this Count II, Paragraphs 1 through 7 of Count I.

8. The Defendant denies each and every allegation contained Paragraph 8 of Plaintiff's Complaint.

9. The Defendant denies each and every allegation contained in Paragraph 9 of Plaintiff's Complaint.

WHEREFORE, Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against Plaintiff.

COUNT III

1-2. Defendant realleges as Paragraphs 1 and 2 of this Count III, Paragraphs 1 and 2 of Count I.

3. The Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. The Defendant admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. The Defendant denies each and every allegation contained in Paragraph 5 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

6. The Defendant denies each and every allegation contained in Paragraph 6 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

7. The Defendant denies each and every allegation contained in Paragraph 7 of Plaintiff's Complaint.

WHEREFORE, the Defendant prays that Plaintiff's Complaint be dismissed with Costs assessed against the Plaintiff.

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COUNT IV

1-7. The Defendant realleges Paragraphs 1 through 7 of Count III as Paragraphs 1 through 7 of this Count IV.

8. The Defendant denies each and every allegation contained in Paragraph 8 of the Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

9. The Defendant denies each and every allegation contained in Paragraph 9 of the Plaintiff's Complaint.

WHEREFORE, the Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against the Plaintiff.

COUNT V

1-2. The Defendant realleges and incorporates Paragraphs 1 and 2 of Count I as Paragraphs 1 and 2 of his Answer to Count V.

3. The Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. The Defendant admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. The Defendant denies each and every allegation contained in Paragraph 5 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be

78040043162

7 8 0 4 0 0 4 3 1 6 3

sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

6. The Defendant denies each and every allegation contained in Paragraph 6 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

7. The Defendant denies each and every allegation contained in Paragraph 7 of Plaintiff's Complaint.

WHEREFORE, The Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against the Plaintiff.

COUNT VI

1-7. Defendant realleges Paragraphs 1 through 7 of Count V as Paragraphs 1 through 7 of this Answer to Count VI.

8. The Defendant denies each and every allegation contained in Paragraph 8 of the Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to

ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

9. The Defendant denies each and every allegation contained in Paragraph 9 of Plaintiff's Complaint.

WHEREFORE, the Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against the Plaintiff.

COUNT VII

1-2. The Defendant realleges Paragraphs 1 through 2 of Count I as Paragraphs 1 and 2 of this Answer to Count VII.

3. The Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. The Defendant admits the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. The Defendant denies each and every allegation contained in Paragraph 5 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

6. The Defendant denies each and every allegation contained in Paragraph 6 of Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of

78040043165

JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

7. The Defendant denies each and every allegation contained in Paragraph 7 of Plaintiff's Complaint.

WHEREFORE, the Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against the Plaintiff.

COUNT VIII

1-7. The Defendant realleges Paragraphs 1 through 7 of Count VI as Paragraphs 1 through 7 of this Answer to Count VIII.

8. The Defendant denies each and every allegation contained in Paragraph 8 of the Plaintiff's Complaint and FURTHER AFFIRMATIVELY STATES THAT: Your Defendant was requested to perform services by WILLIAM JOYCE and your Defendant knew and believed to the best of his information and belief that WILLIAM JOYCE was the owner of JOYCE SEVEN-UP and that the same was a Family Partnership or Joint Enterprise and WILLIAM JOYCE as Owner directed the Invoice to be sent to said ILLINOIS SEVEN-UP COMPANY and the same was sent to ILLINOIS SEVEN-UP COMPANY and the same was paid by ILLINOIS SEVEN-UP COMPANY by a check signed with the signature of WILLIAM JOYCE and said check bears the legend "ILLINOIS SEVEN-UP BOTTLING CO." and has no further indication that the same was an incorporated enterprise.

9. The Defendant denies each and every allegation contained in Paragraph 9 of Plaintiff's Complaint.

WHEREFORE, the Defendant prays that Plaintiff's Complaint be dismissed with costs assessed against the Plaintiff.

HAROLD F. WOLDT

BY: 

RICHARD T. BUCK, Attorney for Defendant
McKEOWN, FITZGERALD, ZOLLNER, BUCK,
SANGMEISTER & HUTCHISON
2455 Glenwood Avenue
Joliet, Illinois 60435
815/729-4800

McKEOWN, FITZGERALD, ZOLLNER,
BUCK, SANGMEISTER & HUTCHISON
2455 Glenwood Avenue
Joliet, Illinois 60435
(815) 729-4800

78040043166

Exhibit XIII

73040013167

1. PRIMARY CLASSIFICATION

2. SECONDARY CLASSIFICATION

INCIDENT CODE 3. SEAT OF OCCURRENCE

DAMAGE TO PROPERTY

APT. NO.

CARROLL

109

730

1111

ADDRESS OF OCCURRENCE

4544

W.

TYPE OF LOCATION OF PREMISES WHERE OFFENSE OCCURRED (GIVE NAME)

OFFICE

24 JULY 77

1335-023

LOCATION CODE

99

1112

All information, descriptions and statements in this entire report are a combination of authorizations unless indicated otherwise.

10. NO. VICTIM	11. VICTIM'S NAME (FIRM NAME IF BUSINESS)	12. SEX, RACE	13. DATE OF BIRTH	14. VICTIM'S OCCUPATION	15. BUSINESS PHONE	16. TIME AVAILABLE
1	CHICAGO 7 UP				261-2222	DAYS
DNA	17. VICTIM'S ADDRESS	18. APT. NO. IF BUSINESS NAME COMPANY REPRESENTATIVE				
	4544 W. CARROLL	Joyce Thomas P.	444-5951 EVENINGS			
UNK	19. PARENT/GUARDIAN IF JUV	20. CONTACTED	21. DNA	22. SEX, RACE	23. HOME ADDRESS	24. APT. NO.

25. NO. WIT	26. PERSON WHO	27. DISCOVERED	28. WITNESSED CRIME	29. SEX, RACE	30. HOME ADDRESS	31. APT. NO.	32. HOME PHONE	33. BUSINESS PHONE
DNA	34. PERSON WHO	35. REPORTED	36. WITNESSED CRIME	37. SEX, RACE	38. HOME ADDRESS	39. APT. NO.	40. HOME PHONE	41. BUSINESS PHONE
UNK	42. NAME OF WITNESS	43. DNA	44. SEX, RACE	45. HOME ADDRESS	46. APT. NO.	47. HOME PHONE	48. BUSINESS PHONE	

50. NO. OFF	51. OFFENDER'S NAME	52. DESCRIBE CLOTHING, ETC.	53. SEX, RACE	54. AGE	55. HEIGHT	56. WEIGHT	57. EYES	58. HAIR	59. COMPLEXION	60. FLASH PHOTO IDENT
										<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
DNA	61. OFFENDER'S ADDRESS	62. ALIAS, MARKS, SCARS, DEFORMITIES, ETC.								63. C.B. NO. IF ARRESTED
UNK	64. OFFENDER'S VEHICLE	65. YEAR	66. BODY STYLE	67. COLOR	68. STATE LICENSE NO.	69. STATE	70. YEAR	71. OTHER IDENTIFYING MARKS		72. NO. IF KNOWN
	<input type="checkbox"/> UNK <input type="checkbox"/> STOLEN									

73. VICTIM INJURED	74. LOCATION OF VICTIM ON PREMISES	75. NATURE OF INJURIES AND LOCATION ON BODY	76. IF VICTIM HOSPITALIZED, STATE WHERE
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
DNA	77. WEAPON	78. USED	79. OTHER WEAPON (SPECIFY TYPE)
	<input type="checkbox"/> HAND <input type="checkbox"/> RIF. <input type="checkbox"/> SHOT <input type="checkbox"/> KNIFE OR <input type="checkbox"/> DISPLAYED <input type="checkbox"/> GUN <input type="checkbox"/> FILE <input type="checkbox"/> GUN <input type="checkbox"/> INSTRUMENT		
UNK	80. POSSIBLE POINT OF ENTRY	81. POSSIBLE POINT OF EXIT	82. OTHER MEANS OF ATTACK (OR POSSIBLE TOOLS) USED
UNK	83. BURG. ALARM ON PREMISES	84. ALARM CIRCUMVENTED	85. IF SAFE 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

73. VEHICLE OR TRAILER	74. YEAR	75. MAKE	76. BODY STYLE	77. COLOR	78. STATE LICENSE NO.	79. STATE	80. YEAR	81. OTHER IDENTIFYING MARKS
<input type="checkbox"/> STOLEN <input type="checkbox"/> THEFT FROM								
82. DESCRIBE PROPERTY TAKEN IN NARRATIVE, LIST BY LINE AND CODE NO.	83. MONEY	84. JEWELRY	85. FURS	86. CLOTHING	87. OFFICE EQUIP.	88. TV, RADIO, STEREO, ETC.		
<input type="checkbox"/> DNA <input type="checkbox"/> UNK	<input type="checkbox"/> HOUSEHOLD ITEM	<input type="checkbox"/> CONSUMER ITEM	<input type="checkbox"/> FIREARMS	<input type="checkbox"/> NARC. DRUGS, DRUGS	<input type="checkbox"/> OTHER	<input type="checkbox"/> NONE		
89. DESCRIBE PROPERTY RECOVERED IN NARRATIVE, LIST BY LINE AND CODE NO.	90. MONEY	91. JEWELRY	92. FURS	93. CLOTHING	94. OFFICE EQUIP.	95. TV, RADIO, STEREO, ETC.		
<input type="checkbox"/> DNA <input type="checkbox"/> UNK	<input type="checkbox"/> HOUSEHOLD ITEM	<input type="checkbox"/> CONSUMER ITEM	<input type="checkbox"/> FIREARMS	<input type="checkbox"/> NARC. DRUGS, DRUGS	<input type="checkbox"/> OTHER	<input type="checkbox"/> NONE		
96. PROPERTY INVENTORY NUMBERS								97. VEHICLE INVENTORY NO.

98. NARRATIVE (DO NOT SUBJECTS OF REPORT ABOVE AND PREPARE FOR SUBMISSION OF ADDITIONAL INFORMATION ONLY)	99. SOCIETY OF VICTIM
Reporting OFFICERS Assigned To Above Location To investigate DAMAGE TO PROPERTY. UPON ARRIVING OFFICERS were met by President of Company Thomas Joyce. Rpt. learned that window had been broken sometime between the Hrs of 1335 Hrs on 23 July To 0230 Hrs on 24 July 77. 1335 Hrs was when last Person left office. 0230	XXXXX - 1980

100. ADDITIONAL INFORMATION	101. FIRST OFFICER AT SCENE	102. TIME ARRIVED	103. ASSIGNED BY	104. EXTRA COPIES REQUIRED	105. SIGNATURE
	JOE	0640	CV - SVA	1	
106. OFFICER NOTIFYING FOLLOW-UP INVEST. UNIT	STAR NO.	UNIT NOTIFIED	PERSON	NOTIFIED	DATE
107. OFFICER NOTIFYING	LIST DIS	INV.	VO.	LAB	CORONER
108. SIGNATURE OF OFFICER	STAR NO.	DATE	TIME		
C. Upton	150	25 JULY 77	0640		
109. SIGNATURE OF OFFICER	STAR NO.	DATE	TIME		
F. C. FORD	11278	25 JULY 77	0835		
110. SIGNATURE OF OFFICER	STAR NO.	DATE	TIME		
FUREL JACKSON	2013	25 JULY 77	0830		

PRIMARY CLASSIFICATION	CODE	SECONDARY CLASSIFICATION	PRIMARY CLASSIFICATION	CODE	SECONDARY CLASSIFICATION	PRIMARY CLASSIFICATION	CODE	SECONDARY CLASSIFICATION	PRIMARY CLASSIFICATION	CODE	SECONDARY CLASSIFICATION
HOMICIDE	000	MURDER	BATTERY & ASSAULT	300	SHOT OR ATTEMPTED	THEFT	500	POCKET PICKING	ARSON	700	ARSON BY FIRE
	040	VOL. MANSLA/NON-NEG		301	CUT, STABBED & ATTEMPTED		501	PURSE SNATCHING-NO FORCE		705	BOMBING/EXPLOSIONS (INTENT CHAL)
	080	INV. MANSLA/NEGLIGENT		302	INJURED OR ATTEMPTED		502	SHOPLIFTING	CRIMINAL DAMAGE	750	TO PROPERTY
	091	JUSTIFIABLE HOMICIDE		303	DANGEROUS WEAPON		503	FROM AUTO-INTERCEPT ACCESS		755	DEADLY WEAPONS-ADJUD. IN VEHICLE
RAPE	100	FORCIBLE RAPE	BATTERY & ASSAULT	335	SERIOUS INJURY-HANDS, FISTS, FEET, ETC.	THEFT	504	AUTO ACCESSORIES	WEAPONS VIOLATION	759	DEADLY WEAPONS-OTHER
ROBBERY	150	ATTEMPTED RAPE		336	MINOR INJURY-NO DANGEROUS WEAPON		505	BICYCLE		FAMILY & CHILDREN	800
	200	ARMED ROBBERY		337	PHYSICAL CONTACT-INSULTING OR PROVOKING		506	FROM BUILDING-INDOT SHOP. LIFTING	MISCELLANEOUS CRIMINAL		850
SEX OFFENSES	250	STRONG ARM ROBBERY		360	THREAT/DANG WEAPON		507	FROM PARKING METERS & COIN OPERATED MA.		508	LIVE STOCK
	750	INDICENT LIBERTIES/CONTRIB TO SEXUAL DELINQUENCY OF CHILD	390	THREAT NO DANG WEAPON	509	CARGO	510	OTHER THEFT-SPECIFY TYPE	890	OTHER CRIMINAL-SPECIFY TYPE	
	PRISON	754	INCEST	BURGLARY	400	FORCIBLE ENTRY	STOLEN PROPERTY	511		POSSESSION, SALE, RECEIPT OF STOLEN PROPERTY	
759		OTHER-SPECIFY TYPE	440		UNLAWFUL ENTRY-NO FORCE						
713		CONFIDENCE GAME	460		ATTEMPTED FORCIBLE ENTRY						
714		FALSE PRETENSE & IMPERSONATION									
	718	EMBEZZLEMENT									

LOCATION - PREMISES CODES

01-TAXICAB	11-SCHOOL PROPERTY	23-CLEANING STORE	38-RESTAURANT	53-RESIDENCE/GARAGE	61-WAREHOUSE
02-DELIVERY TRUCK	12-PARK PROPERTY	24-SUPERMARKET	39-APPLIANCE STORE	54-CHA-BUILDING	62-PARKING LOT
03-NEWSBOY-STREET	13-ARCH	25-CURRENCY EXCHANGE	40-SMALL RETAIL STORE	55-CHA-GROUNDS	71-RAILROAD PROPERTY
04-NEWSBOY-OTHER PREMISES	14-DEPT. STORE	26-GAS STATION	41-OTHER BUSINESS HOUSE	56-RESID. PRIV. HOUSE	72-OTA PLATFORM
05-STREET	15-DEPT. STORE	27-BANK	42-RESIDENCE/HALL-PORCH	57-APARTMENT/MOTEL	73-OTA VEHICLE
					99-OTHER-SPECIFY TYPE

CONTINUATION OF NARRATIVE WAS WHEN WINDOW WAS DISCOVERED BY SECURITY PERSONNEL. WINDOW BROKEN BY BRICK THROWN FROM FRONT OF BLDG. MR JOYCE REVEALED THAT AT APPROX 2400 HRS HIS DAUGHTER RECEIVED A CALL AT HIS HOME FROM AN UNKNOWN MALE WHO REVEALED TO HER THAT THERE WAS A BOMB IN HIS OFFICE (JOYCE). HIS OFFICE IS GOING TO BURGL. HE BETTER GET OUT OF ILLINOIS-WISCONSIN OR HE'LL BE IN IT. JOYCE REVEALED THAT HE HAD A STOCK DEAL IN LITIGATION AND THERE WERE PERSONS WHO HE FELT DID NOT APPROVE OF DEAL. DAUGHTER RECEIVED CALL ON 23 JULY 77 JUST PRIOR TO DISCOVERY OF BROKEN WINDOW.

THOMAS P. JOYCE 877 HILL ROAD WINNEBAGO, ILL.

NOTIFIED BOMB + ARSON - LORVIG #4589
N/4 GR - SGT M. HINEY

1269446



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 404

