



1715322032

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

EDWARD SHROCK,

Plaintiff,

v.

ROBERT J. MEIER

Defendants.

No. 14 L 8619
(Renumbered from 09 L 1455)

Judge Ronald F. Bartkowicz

Calendar Y

Doc# 1715322032 Fee \$60.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 06/02/2017 01:29 PM PG: 1 OF 2

ORDER

By Order dated January 14, 2016, this Court entered judgment in favor of Plaintiff Edward Shrock ("Plaintiff") and against Defendant Robert J. Meier ("Defendant"), finding Defendant violated Fiduciary Duties owed to Plaintiff and reserved ruling on damages resulting from Defendant's breach.

This Order establishes the damages flowing from Defendant's breaches.

At trial, Plaintiff presented the testimony of Dr. Barry Jay Epstein to quantify damages resulting from Defendant's Fiduciary Duty Breaches. Also, Dr. Epstein participated in post-trial hearings clarifying his finding and conclusions supporting his damage model.

The Court relies on and adopts Dr. Epstein's findings and conclusions as follows:

1. The total amount paid to Defendant in bonuses and profit sharing was \$6,000,000.00 and an additional \$2,000,000.00 was accrued (Report of Proceedings December 12, 2014, pg. 55).
2. The amount paid to Sylvia Sluby in bonus/profit sharing was \$1,550,000.00 (*Id.* at pg. 78-79).
3. The amount paid to David Sluby in bonus/profit sharing was \$778,000.00 (*Id.* at pg. 81).
4. A loan Defendant took from the company is equal to \$988,000.00 (*Id.* at pg. 87-88).

In view of the Court's findings, all amounts listed in numbers 1-4 above will be treated as distributions which should have entitled Plaintiff to 12.5% pursuant to the operating agreement. The

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\$2,000,000.00 accrued to Defendant will be reversed and Defendant will be barred from making any claim against this accrual.

Though the amounts determined by the Court may be characterized as approximations, it is the result of what Dr. Epstein characterized Defendant's accounting as "Byzantine" (*Id.* at pg. 23, line 12). Therefore, applying 12.5% to the total of items 1-4 (excluding the accrual) results in an amount of \$1,645,000. This Court finds this amount is due to Plaintiff.

All claims by Defendant for allowance due to salary deferments, lease, credit card and loan guarantees has denied there being no evidence that the guarantees were ever enforced.

Since the Court accepted and adopted the findings by the Jury to the Special Interrogatories including the Jury's finding Defendant's conduct was willful and wanton the Court, this Court finds nothing in the trial record or subsequent hearings to mitigate Defendant's conduct. The Jury's suggested punitive damage of \$10,000,000.00 is accepted and adopted by the Court.

For the reasons stated herein, judgment is entered in favor of Plaintiff and against Defendant in the amount of \$1,164,500.00 in compensatory damages and \$10,000,000.00 in punitive damages totaling \$11,164,500.00.

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IT IS HEREBY ORDERED:

Judge Ronald F. Bartkowicz
ENTERED

Enter: [Signature]

FEB 09 2016

Hon. Ronald F. Bartkowicz - 193

[Handwritten initials]

Circuit Court - 193

I hereby certify that the document to which this certification is affixed is a true copy.

~~DOROTHY BROWN JUN 2 2012~~
Dorothy Brown
Clark of the Circuit Court
of Cook County, IL

