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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/16/2017 03:43 PM PG: 1 OF 10

Property of Cook County Clerk's Office

NOTICE OF LIEN

PROPERTY INDEX NUMBER: 16-26-401-009-0000

COMMON ADDRESS: 3501-3505 W. 26TH STREET, CHICAGO, ILLINOIS

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FILED-3

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

NOV - 1 12:43

DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
COUNTY DEPARTMENT

ADVANTANGE CAPITAL COMMUNITY)
DEVELOPMENT FUND XXV, LLC and)
ENTERPRISE SUB-CDE LLC,)

Case No. 17 CH 8177

Plaintiffs,)

Judge Diane Larsen

v.)

Calendar 7

MARQUE MEDICOS, L.L.C, et al.,)

Courtroom 2405

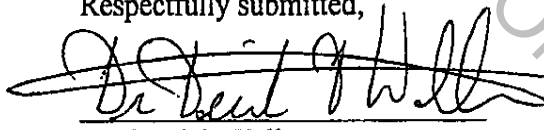
Defendants.)

NOTICE OF FILING

TO: *See Attached Service List*

PLEASE TAKE NOTICE that on the 1st day of November 2017, I filed with the Chancery Division of the Circuit Court of Cook County, a claim under the Illinois Preference of Claims for Wages Act, 770 ILCS 85, a true and correct copy of which is herewith served upon you.

Respectfully submitted,



Dr. Derrick Wallery
4348 North Tripp Avenue
Chicago, IL 60641

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CERTIFICATE OF SERVICE

The undersigned a-non attorney, hereby certifies that he caused the foregoing **NOTICE OF FILING AND WAGE CLAIM**, to be served upon all parties listed below by depositing same in the U.S. Mail located close to my residence on North Tripp Avenue, Chicago, Illinois 60641, with postage prepaid, on November 1, 2017 and by electronic mail.


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Dr. Derrick Wallery

Subscribed and sworn before me
November 1, 2017:


Notary Public OFFICIAL SEAL
JULIE M. BUCHHEIT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Apr 13, 2020

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION NOV -1 12:43

ADVANTANGE CAPITAL COMMUNITY)
DEVELOPMENT FUND XXV, LLC and)
ENTERPRISE SUB-CDE LLC,)

Plaintiffs,)

v.)

MARQUE MEDICOS, L.L.C, et al.,)

Defendants.)

STROTHY BROWN
CLERK OF THE CIRCUIT COURT
COUNTY DEPARTMENT

Case No. 17 CH 8177

Judge Diane Larsen

Calendar 7

Courtroom 2405

WAGE CLAIM OF DR. DERRICK WALLERY

I, Dr. Derrick Wallery, am over the age of 21. I have personal knowledge of the facts set forth herein. I am making this claim under the Illinois Preference of Claims for Wages Act, 770 ILCS 85. I depose and state as follows:

1. I am the President and Chief Executive Officer of Marque Medicos Management Services Corp. (the "Company"). I have been in this position since 2005.

2. The Company's business is managing the health care and related services by over 15 companies. Administrative, operational and senior management services. The business of the various companies includes medical care, physical therapy and surgical services.

3. In my role as President and Chief Executive Officer, my duties and responsibilities have included the following:

a. the planning, directing and oversight of the work of our senior management staff, operations team, medical professional, para-professionals, information system-

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/information technology, medical coders and billers, revenue generation (billing/collection) staff, in-house legal department and support and administrative staff members;

b. direct oversight of over 15 different companies and more than 7500 employees and more than 40 independent contractors at one point;

c. on a daily basis I was personally involved in revenue generating activities including billing, written coding appeals, verbal coding appeals, utilization review appeals, post-payment audits, claim negotiations and settlement negotiations;

d. I regularly assisted in filing, assisting and testifying in connection with more than 200 litigation claims before the courts (primarily Cook County) for claims including promissory estoppel, private right of action, subject matter jurisdiction, unpaid and underpaid medical payments, improper post-payment coding and payments on the part of Payers; and

e. was the primary force behind the growth of our service lines, increase in collections and various clinics and centers.

4. I was to receive certain compensation and benefits under two successive Employment Agreements with the Company. The failure to pay me the amounts due for the period 2013 forward constitutes a breach of contract as well as violations of the Illinois Wage Payment & Collection Act, 820 ILCS 115/1, et seq. The Company has also been unjustly enriched at my expense.

2. Attached as Exhibit 1 is a true and correct copy of my Employment Agreement dated September 18, 2013. I have not been paid the following under this Employment Agreement:

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A. My annual base salary was \$360,000 (p.4, ¶3). I have not been paid the following amounts:

(i) 2014 - \$124,670.40 (based upon a review of my W-2 from the Company)

(ii) 2015 - \$60,420.85 (based upon a review of my W-2 from the Company)

Total Base Salary Unpaid under September 13, 2013 Employment Agreement:

\$185,091.25

B. I had thirteen weeks available to me of paid vacation as of January 1 of each calendar year (p.4, ¶5(b)). I provided notice as required under the Employment Agreement. I never took any vacation and was not paid out as elected. I am due the following amounts:

(i) 2013 – Entitled to a pro-rated amount. 14 ½ weeks were remaining in calendar year 2013 when the Employment Agreement was signed.

$\$360,000 \div 52 \text{ weeks} = \$6,923.08 \text{ weekly salary}$

$13 \text{ weeks of vacation} \div 52 \text{ weeks} = \frac{1}{4} \text{ prorated vacation entitlement}$

$\frac{1}{4} \times 14 \frac{1}{2} \text{ weeks} = 3.625 \text{ weeks of vacation}$

$3.625 \times \$6,923.08 = \underline{\$25,096.17}$

(ii) 2014 - 13 weeks x $\$6,923.08 = \underline{\$90,000.04}$

(iii) 2015 - 13 weeks x $\$6,923.08 = \underline{\$90,000.04}$

(iv) 2016 - 13 weeks x $\$6,923.08 = \underline{\$90,000.04}$

Total Unpaid Vacation under September 18, 2013 Employment Agreement: \$295,096.29

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C. I had an annual mandatory \$180,000 bonus due to me under the Employment Agreement (p.4, ¶4(a)). It has never been paid.

(i) 2013 – $180,000 \div 52 \text{ weeks} = \$3,461.54 \text{ per week}$

$\$3,461.54 \times 14 \frac{1}{2} \text{ weeks prorated} = \underline{\$50,192.30}$

(ii) 2014 - \$180,000

(iii) 2015 - \$180,000

Total Unpaid Mandatory Bonus under September 18, 2013 Employment Agreement:

\$410,192.30

D. To the best of my ability, as set forth above, I have calculated the amounts to which I believe I am due under the September 18, 2013 Employment Agreement -

Base Salary \$185,091.25

Vacation \$295,096.29

Bonus \$410,192.30

\$890,379.84 *Total Unpaid under September 2013 Employment*

Agreement

3. Attached as Exhibit 2 is a true and correct copy of my Employment Agreement dated January 2, 2017. I was terminated without cause on or about September 30, 2017 by the Receiver appointed in this case. I have not been paid the following under this Employment Agreement:

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A. I am entitled to three months of severance pay given that I was terminated without cause (p.8, ¶7(g)). My annual salary was \$500,000 (p.2, ¶2).

Severance due under January 2, 2017 Employment Agreement \$125,000

B. My annual salary was \$500,000. I worked through and including September 30, 2017, 39 weeks in 2017. My weekly salary was \$9,615.38. I should have been paid \$374,999.82 for services provided in 2017. I was only paid \$197,916.73, according to records provided to me by the Company.

Base Salary due under January 2, 2017 Employment Agreement \$177,083.09

C. I am entitled to a mandatory annual bonus of \$500,000 (p.2, ¶3(b)). Had I been given the proper three month notice for a termination without cause (p.8, ¶7(g)), I would have worked just over a full calendar year, entitling me to the entire bonus, as opposed to a prorated share.

Mandatory Annual Bonus due under January 2, 2017 Employment Agreement \$500,000

D. I had thirteen weeks available to me of paid vacation as of January 1 of each calendar year (p.3, ¶4(f)). I have not taken any.

\$9,615.38 weekly salary X 13 weeks = \$125,000

Vacation due under January 2, 2017 Employment Agreement \$125,000

E. To the best of my ability, as set forth above, I have calculated the amounts to which I believe I am due under the January 2, 2017 Employment Agreement –

Severance \$125,000.00

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Base Salary \$173,083.09

Vacation \$125,000.00

Bonus \$500,000.00

\$927,083.09

Total Unpaid under January 2017 Employment

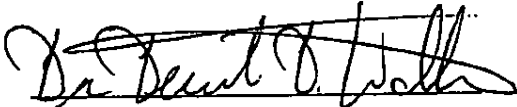
Agreement

4. I have performed all conditions required of me by the two Employment Agreements.

5. I am not seeking relief for certain monies not paid to me under the September 18, 2013 Employment Agreement for the calendar year 2016 because I was a party to an October 2016 Amended and Restated Forbearance Agreement which capped my receipt annually of certain compensation for 2016 at \$250,000.

6. Paragraph 16(l) of the 2013 Employment Agreement and ¶12 of the 2017 Employment Agreement require the Company to pay reasonable attorneys' fees and expenses in connection with enforcing my rights under the each of the Employment Agreements. I am also entitled to an award of attorneys' fees and expenses under the Illinois Wage Payment and Collection Act.

Further Affiant Sayeth Not.



Subscribed and sworn before me this 1st day of November, 2017:

