



Settlement Agreement (See, Dismissal Notice Exh. 2).

2. The Settlement Agreement provides that upon default, the Funds may “declare the entire unpaid amounts due and accelerate collection of the total balance owed.” (Exh. 1 ¶4) It further provides that on motion and notice of motion to the Company’s attorney, Todd Miller at Allocco & Miller, the plaintiffs shall be entitled to entry of judgment.

3. There is no question that Ghezzi Masonry has defaulted on the note for its failure to pay the balance owed under the Installment Note. (See Settlement Agreement Exhibit 1¶2; Rocco Marcello Affidavit, Exhibit 3 ¶3). Rocco Marcello is the Funds’ Field Representative assigned to collect contributions owed by Millennium Concrete, among others. Mr. Marcello establishes that the amount of \$10,000.00 was credited towards the note and that a balance is owed in the amount of \$2,982.74. (Marcello Affidavit, Exhibit 3 ¶3).

4. Under the Settlement Agreement, the parties also agree that upon default, G. Ghezzi shall be named as defendant waiving any further notice. (Exh. 1 ¶6). It is further agreed that “Neither Ghezzi [Masonry] nor G. Ghezzi will be not be permitted to raise defenses to bar judgment of the unpaid balance plus attorneys’ fees and costs for the time expended to collect settlement payments.” (Exh. 1 ¶5).

5. The Settlement Agreement in paragraph 4 provides that attorneys’ fees will be included in a judgment for the Funds’ efforts to monitor compliance and pursue the collection process. Pursuant to ERISA, §1132(g)(2), reasonable attorneys’ fees are owed by the delinquent employer for all work performed in the collection of unpaid contributions. Reasonable attorneys’ fees and costs are established by an affidavit of Karen I. Engelhardt, plaintiffs’ counsel, in the total amount of \$3,455.50, in attorneys’ fees. (See, Affidavit of Karen I. Engelhardt, attached hereto as

Exhibit 4).

Wherefore, plaintiffs request that this Court add G. Ghezzi as a defendant and enter judgment against G. Ghezzi and Ghezzi Masonry Construction, Inc., for a total amount of \$6,438.24.

Respectfully submitted,

/s/ Karen I. Engelhardt

One of plaintiffs' attorneys

Wesley G. Kennedy  
Karen I. Engelhardt  
Angie Cowan  
Josiah Groff  
Allison, Slutsky & Kennedy, P.C.,  
230 W. Monroe Street Suite 2600  
Chicago, IL 60606  
(312) 364-9400

June 9, 2009