

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into by and between the Laborers’ Pension Fund and the Laborers’ Welfare Fund of the Health and Welfare Department of the Construction and General Laborers’ District Council of Chicago and Vicinity, and James S. Jorgensen, Administrator of the Funds (the “Funds”), defendant Ghezzi Masonry Construction, Inc., (“Ghezzi”), and Gary Ghezzi, individually (“G. Ghezzi”). The Funds, the Defendant and G. Ghezzi will be collectively referred to as the “Parties.”

**Whereas**, the Parties agree to fully and finally settle and resolve any and all issues raised in the lawsuit filed before the United States District Court for the Northern District of Illinois, Eastern Division entitled *Laborers’ Pension Fund et al., v. Ghezzi Masonry Construction Inc. et al.*, No. 06-1432 (N.D. Ill) (the “lawsuit”).

In consideration of the promises and releases and for good and valuable consideration the parties agree to the following:

1. Ghezzi and G. Ghezzi are responsible for payment of a total amount of \$12,982.74, which consists of unpaid contributions owed to the Funds covering two revised audit periods: June 1, 2001 through July 31, 2004, and August 1, 2004 through April 30, 2006, plus liquidated damage penalties for those amounts, interest, the balance owed for a cash bond, attorneys’ fees and costs.
2. The Funds agree to accept monthly payments for a period of twenty-four months as shown in the attached Installment Note. Ghezzi and G. Ghezzi agree to pay the first Installment Note payment on October 1, 2007. Installment note payments will be hereinafter referred to as Settlement Payments, and must be remitted each month through September 1, 2009 to the Funds’ Administrative Offices at 11465 Cermak Road, Westchester, IL 60154, on the first day of each month.
3. In addition to the Settlement Payments described above and Settlement Payments related to an action entitled *Laborers’ Pension Fund et al., v. Ghezzi Masonry Construction Inc.*, 06 C 1432 (N.D. Ill.), Ghezzi and G. Ghezzi agree to report and pay all on going monthly contributions to the Funds as obligated under the terms of the collective bargaining agreement and the Funds’

respective Agreements and Declarations of Trust. This settlement is conditioned on Ghezzi and G. Ghezzi paying all current contributions to the Funds under the terms of the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust.

4. In the event that the Company fails to maintain its obligations under this Agreement, the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust, including but not limited to its obligations to submit timely contributions reports and to make timely current contribution payments by the tenth day following the month in which laborers' work was performed, Ghezzi and G. Ghezzi shall be deemed in default and the Funds shall have the right to reinstate this action. Upon default, the Funds may declare the entire unpaid amounts, together with interest, immediately due and accelerate collection of the total balance owed (current contribution payments and the unpaid balance on the note). The Funds, on motion in accordance with the Rules of this Court and by Notice of Motion to the Company's attorney, Todd Miller, Allocco & Miller, 3409 N. Paulina, Chicago, IL 60657, shall be entitled to entry of judgment by the Court against Ghezzi and against G. Ghezzi, in his individual capacity. Judgment will be entered for all unpaid amounts due plus reasonable attorneys' fees incurred by the Funds in their efforts to obtain compliance with this Settlement Agreement.

5. The parties agree that for the purpose of enforcing the Installment Note and Guaranty, G. Ghezzi shall be named as a defendant waiving the filing of an Amended Complaint and service of Summons. Neither Ghezzi nor G. Ghezzi will be permitted to raise defenses to bar judgment of the unpaid balance plus reasonable attorneys' fees and costs for time expended to collect settlement payments. Ghezzi and G. Ghezzi agree, in the event of a default, to confess entry of judgment.

6. The Parties agree that the Settlement Payments referred to above, represent a resolution of the Lawsuit.

7. In consideration of the receipt of all payments and promises made by the Parties herein, and after receipt of all amounts in the Settlement Agreement and Release, plus interest, the Funds hereby release and discharge Ghezzi and G. Ghezzi and each of their affiliates, parents, subsidiaries, divisions, partners, owners, stockholders, directors, officers, employees, agents,

representatives, and their predecessors, successors, heirs, executors, administrators and assigns, all past, present and future owners, members, agents, attorneys, representatives, trustees, administrators, fiduciaries, and insurers, and all persons acting by, through or under any of them jointly and severally, in their individual, fiduciary and corporate capacities, or any of them, of and from any and all actions, causes of action, grievances, suits, complaints or claims, liquidated or unliquidated, absolute or contingent, in law or in equity, arising out of, or in any way related to the amounts owed as described in paragraph 1, above.

8. This Agreement is entered into solely for the purpose of settling disputed claims and shall not be construed as an admission by the Defendant of any (a) liability or wrongdoing; (b) violation of any statute, law regulation, collective bargaining agreement or declaration of trust; or (c) waiver of defenses as to those matters within the scope of this Agreement. It is understood that Defendant denies engaging in unlawful conduct, and this Agreement does not constitute an admission by Defendant of any violation of any law, regulation, collective bargaining agreement or declaration of trust.

9. This Agreement, the Installment Note and Guaranty constitute the entire Agreement between the Parties concerning the subject matter hereof and supersede all prior and contemporaneous oral and written agreements, if any, between the Parties relating to the subject matter hereof. This Agreement may be amended only by a written document signed by the authorized Parties.

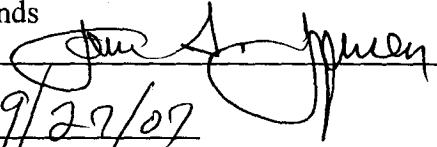
10. Each of the undersigned has read this Settlement Agreement and Release, understands its contents, has had the opportunity to and did negotiate over the terms of this Agreement, and is authorized to sign same on behalf of the entity indicated below.

11. This document may be signed in separate counterparts which will have the same effect as if signed on one document. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.

12. The language of all parts of this Agreement shall in all cases be construed as a whole,

according to its fair meaning, and not strictly for or against any of the parties. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. The Parties agree that the United States District Court for the Northern District of Illinois, Eastern Division in case No. 06 C 1432 has jurisdiction to enforce this settlement agreement.

LABORERS' PENSION FUND and  
LABORERS' WELFARE TRUST FUND  
OF THE HEALTH AND WELFARE  
DEPARTMENT OF THE CONSTRUCTION  
AND GENERAL LABORERS' DISTRICT  
COUNCIL OF CHICAGO AND VICINITY, and  
JAMES S. JORGENSEN, Administrator of the  
Funds

  
\_\_\_\_\_  
9/27/07  
Date

GHEZZI MASONRY  
CONSTRUCTION, INC.

\_\_\_\_\_  
\_\_\_\_\_  
Date

GARY GHEZZI

\_\_\_\_\_  
\_\_\_\_\_  
Date

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COUNCIL OF CHICAGO AND VICINITY, and  
JAMES S. JORGENSEN, Administrator of the  
Funds

GHEZZI MASONRY  
CONSTRUCTION, INC.

*Max Ghezzi*

\_\_\_\_\_  
Date

Date 9/18/07

MAX GHEZZI

*Max Ghezzi*

\_\_\_\_\_  
Date

9/18/07