

Exhibit 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CENTRAL STATES, SOUTHEAST AND)
SOUTHWEST AREAS PENSION FUND,)
and HOWARD McDOUGALL, trustee,)

Plaintiffs,)

v.)

SYNERGY LOGISTICS, LLC,)
an Indiana limited liability company;)
AAA WAREHOUSE LOGISTICS)
CORPORATION,)
an Indiana corporation;)
GOODWOOD & STONE)
CONSTRUCTION, INC.,)
an Indiana corporation;)
THE L GROUP, LLC,)
an Indiana limited liability company;)
THE LARMAN COMPANY,)
an Indiana limited partnership;)
ST. CLAIR PROPERTIES, L.P.,)
an Indiana limited partnership;)
STOUT FIELD PROPERTIES, LLC,)
an Indiana limited liability company; and)
SYNERGY FREIGHT SERVICES, LLC,)
an Indiana limited liability company.)

Defendants.)

Case No. 07 C 773

Honorable Milton I. Shadur

District Judge

JUDGMENT ORDER

At Chicago, Illinois, in the District and Division aforesaid, before the Honorable Milton I. Shadur, District Judge.

This cause coming to be heard this 1st day of May, 2007, on Plaintiffs' Motion for Entry of Order of Default and Judgment by Default, due notice having been served, and it appearing of record that a Complaint for collection of withdrawal liability, interest, and statutory damages under the Employee Retirement Income Security Act of 1974 ("ERISA"),

29 U.S.C. §1001, et seq., as amended by the Multiemployer Pension Plan Amendments Act of 1980, was filed by Plaintiffs on February 1, 2007; that Defendants Synergy Logistics, LLC, an Indiana limited liability company; AAA Warehouse Logistics Corporation, an Indiana corporation; Goodwood & Stone Construction, Inc., an Indiana corporation ; The L Group, LLC, an Indiana limited liability company; The Larman Company, an Indiana corporation; Larman Properties, L.P., an Indiana limited partnership; St. Clair Properties, L.P., an Indiana limited partnership; Stout Field Properties, LLC, an Indiana limited liability company; and Synergy Freight Services, LLC, an Indiana limited liability were served by delivery of Summons and Complaint on February 12, 2007; that Defendants have failed to appear, answer, or otherwise plead to the Complaint; that Plaintiffs have submitted affidavits in support of judgment; and the Court having fully considered the Complaint, the Motion for Entry of Default and Judgment by Default and supporting affidavits, and the record in this case does hereby find: (i) that this Court has jurisdiction of the action; (ii) that an order of default against Defendants is proper; (iii) that judgment by default may properly be entered in favor of Plaintiffs and against Defendants Synergy Logistics, LLC, an Indiana limited liability company; AAA Warehouse Logistics Corporation, an Indiana corporation; Goodwood & Stone Construction, Inc., an Indiana corporation ; The L Group, LLC, an Indiana limited liability company; The Larman Company, an Indiana corporation; Larman Properties, L.P., an Indiana limited partnership; St. Clair Properties, L.P., an Indiana limited partnership; Stout Field Properties, LLC, an Indiana limited liability company; and Synergy Freight Services, LLC, an Indiana limited liability; and (iv) that Plaintiffs have established by evidence satisfactory to this Court that judgment should be entered against Defendants

for the principal amount, interest, liquidated damages, attorneys' fees, and costs ordered hereinbelow, wherefore:

IT IS ORDERED:

A. Judgment by default be and is hereby entered in favor of Plaintiffs Central States, Southeast and Southwest Areas Pension Fund and Howard McDougall, trustee, and against Defendants Synergy Logistics, LLC, an Indiana limited liability company; AAA Warehouse Logistics Corporation, an Indiana corporation; Goodwood & Stone Construction, Inc., an Indiana corporation; The L Group, LLC, an Indiana limited liability company; The Larman Company, an Indiana corporation; Larman Properties, L.P., an Indiana limited partnership; St. Clair Properties, L.P., an Indiana limited partnership; Stout Field Properties, LLC, an Indiana limited liability company; and Synergy Freight Services, LLC, an Indiana limited liability in the total amount of \$927,597.29. The judgment amount consists of: (i) withdrawal liability in the amount of \$744,396.16; (ii) interest in the amount of \$31,791.90; (iii) liquidated damages in the amount of \$148,879.23; (iv) attorneys' fees in the amount of \$2,000.00; and (v) costs in the amount of \$530.00 awarded pursuant to 29 U.S.C. § 1132(g)(2).

B. That Plaintiffs are awarded post-judgment interest on the entire judgment balance at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by Chase Manhattan Bank (New York, New York) for the fifteenth (15th) day of the month for which interest is charged and shall be compounded annually.

C. Specifically excluded from this judgment and not barred under claim preclusion are any claim for employer contributions (or interest and statutory damages


thereon) for any period of time on behalf of employees whose work history was not reported or was inaccurately reported to the Pension Fund.

D. That Plaintiffs are awarded execution for the collection of the judgment and costs granted.

E. That the Court retain jurisdiction of the cause for the purpose of enforcing this Order.

Enter:

Dated: May 1, 2007


United States District Judge

Order prepared by
attorney for Plaintiffs:

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