

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE dated this ___ day of _____, 2008 (the "Agreement") is made and entered into by and between **PABLO TACO**, his heirs, executors, administrators, successors, and assigns (collectively, "**Taco**" or "**Plaintiff**"), on the one hand, and **CHICAGO PROPERTY SERVICES, INC. ("CPS")** and **Trinacorp, Inc. ("Trinacorp")** (collectively "**Defendants**") on the other hand.

RECITALS

WHEREAS, Plaintiff filed a lawsuit titled Pablo Taco v. Chicago Property Services, Inc. and Trinacorp, Inc., No. 08-C-2919 in front of the United States District Court for the Northern District of Illinois (the "Lawsuit"), for claims arising under the Fair Labor Standards Act;

WHEREAS, the Parties have agreed to compromise the Lawsuit, and all other disputes between Plaintiff and Defendants in order to avoid the expense, inconvenience and delay of further litigation; and

WHEREAS, Defendants deny all claims of wrongdoing made by Plaintiff.

AGREEMENT

NOW THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is understood and agreed between the Parties:

1. Waiver and Release.

A. Plaintiff's Waiver and Release. Plaintiff, by signing this Agreement, knowingly and voluntarily releases and forever discharges Defendants and their subsidiaries, divisions, predecessors, insurers, successors, and assigns, and their current and former directors, shareholders, owners, officers, employees, affiliates, heirs, agents, attorneys, and assignees, both

individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (hereinafter collectively "Releasees") to the fullest extent permitted by law, from all liability, demands, grievances, claims, actions, causes of action, suits, administrative actions and charges, and controversies, including claims for attorneys' fees, known and unknown, asserted and unasserted, up to and including the date of this Agreement. Furthermore, and without limiting the scope of the foregoing release, which the parties intend to be construed as broadly as the law permits, Plaintiff specifically releases Releasees to the fullest extent permitted by law, from any claims or causes of action or liability arising under local, county, state, or federal common or statutory laws, including but not limited to claims under the Fair Labor Standards Act; the Worker Adjustment and Retraining Notification Act, as amended; the Illinois Wage Payment and Collection Act; the Illinois Minimum Wage Act and/or any other federal, state, municipal or local employment discrimination statutes or ordinances; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Illinois Human Rights Act; the Family and Medical Leave Act, as amended; the Employee Retirement Income Security Act, as amended; and any common law actions relating to wrongful or retaliatory discharge, negligent supervision, negligence, malfeasance, mistreatment, breach of express or implied contract, breach of covenant, defamation, intentional or negligent infliction of emotional distress, tort, personal injury, invasion of privacy, or any other alleged wrongdoing or illegality, or any other matter, and any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

B. Defendants' Waiver and Release. Defendants, by signing this Agreement, hereby release and forever discharge Plaintiff, to the fullest extent permitted by law, from all liability, demands, grievances, claims, actions, causes of action, suits, administrative actions and

charges, and controversies, including claims for attorneys' fees, that they might have or have had in connection with Plaintiff's employment by Defendants, separation from Defendants, and/or any employment decision made by Defendants arising out of or related in any way to Plaintiff's employment with Defendants up to and including the date of this Agreement.

2. **Consideration.** In consideration of the foregoing and the following, and upon the full execution of this Agreement, Defendants agree to pay to Plaintiff, and his lawyers, the total of Thirteen Thousand Five Hundred Dollars and 00/100 (\$13,500.00), less lawful deductions (the "Settlement Proceeds") as follows: (a) A check payable to Caffarelli & Siegel Ltd. in the amount of \$3,750.00 due on the First Payment Date as defined below; (b) A check payable to Caffarelli & Siegel Ltd. in the amount of \$3,750.00 due on or before December 1, 2008; (c) A check payable to Pablo Taco in the amount of \$3,000.00 due on or before December 30, 2008; and (d) A check payable to Pablo Taco in the gross amount of \$3,000.00, less lawful deductions, due on or before January 30, 2008. All Settlement Proceeds will be delivered to Caffarelli & Siegel Ltd., 180 North Stetson Ave. Ste. 3150, Chicago, Illinois, 60601. The First Payment Date will be the date ten (10) business days after Defendant has received all of the following: (1) a copy of this Agreement executed by Plaintiff; (2) a court order granting the parties' Agreed Motion for Stipulated Judgment, which Motion will have a copy of this Agreement appended to it;¹ and (3) a completed IRS Form W-9 for Caffarelli & Siegel Ltd. In the event that Defendants miss any of the payments enumerated above, the remaining amount due and owing under this Agreement shall immediately become due and Defendants shall pay Plaintiff's attorneys' fees and costs in enforcing the payment terms.

¹ In the absence of a written Order from the Court, an oral ruling made at a hearing which was recorded by audiotape or by court reporter will be sufficient.

Employer will issue an IRS Form W-2 to Plaintiff at his last known address for the amount listed in (d) above. Employer will issue an IRS Form 1099 to Plaintiff at his last known address for the amount listed in (c) above. Employer will issue IRS Forms 1099 to Plaintiff and to Caffarelli & Siegel Ltd. for the amounts listed in (a) and (b) above.

3. **Dismissal of Lawsuit.** The parties shall cause to be filed with the United States District Court for the Northern District of Illinois an Agreed Motion for Stipulated Judgment, to which a copy of this Agreement will be attached, as soon as practicable after Plaintiff's execution of this Agreement. This Motion will ask the Court to enter a Stipulated Judgment dismissing the Lawsuit in its entirety, with prejudice and without assessment of costs.

4. **Covenant Not to File Any Claims, and Other Affirmations.** Plaintiff affirms that he has not filed, has not caused to be filed, and is not a party to any claim against Releasees, other than the Lawsuit. Plaintiff agrees that he will not file, directly or indirectly, any local, state or federal lawsuits, complaints, charges, and/or claims against Defendants, including but not limited to any actions based on or arising out of his employment, the termination of his employment, or any other matter with respect to his employment, association, affiliation or any relationship with Defendants at any time before the effective date of this Agreement, with the exception of the Lawsuit or an action for breach of this Agreement.

Plaintiff understands and agrees that he would not receive the monies and/or benefits specified in Paragraph 2 above, except for his execution of this Agreement and the fulfillment of the promises contained herein.

Plaintiff affirms that Plaintiff has been granted any leave to which Plaintiff was entitled under all federal, state, or local leave or disability accommodation laws.

Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases.

Plaintiff further affirms that Plaintiff has not been retaliated against for reporting any allegations of wrongdoing by Releasees or their officers, including any allegations of corporate fraud. Both Parties acknowledge that this Agreement does not limit either party's right, where applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. To the extent permitted by law, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

Plaintiff affirms that Plaintiff has returned all of Defendants' property, documents, and/or any confidential information in Plaintiff's possession or control. Plaintiff also affirms that Plaintiff is in possession of all of Plaintiff's property that Plaintiff had at Defendants' premises and that Defendants are not in possession of any of Plaintiff's property.

5. **Non-Admission/Inadmissibility.** This Agreement does not constitute an admission by Defendants that any actions they took with respect to Plaintiff were wrongful, unlawful or in violation of any local, state, or federal act, statute, or constitution, or susceptible of inflicting any damages or injury on Plaintiff, and Defendants specifically deny any such wrongdoing or violation. Plaintiff agrees that this Agreement may not be used as evidence, and shall not be admissible in a subsequent proceeding of any kind.

6. **Confidentiality.** Plaintiff agrees not to discuss or disclose the terms and provisions of this Agreement and Release except to members of his immediate family, attorney(s), tax advisor(s), state and federal taxing authorities, and to the extent required by law. Defendants also agree not to discuss or disclose the terms and provisions of this Agreement and Release

except to attorney(s), tax advisor(s), state and federal taxing authorities, and to the extent required to do so by law. Defendants will inform their agents that the terms of this Agreement and Release are subject to a confidentiality agreement.

7. **Non-Disparagement.** Plaintiff agrees not to make disparaging remarks about the Defendants which are likely to cause harm to their reputation(s) or Defendants' products or services to any third party. Defendants agree not to make any disparaging remarks about Plaintiff, including his work habits, work performance or personal characteristics to any potential employer or to the general public.
8. **No Re-Employment.** Plaintiff agrees that he will not seek re-employment with Defendants or their parents, subsidiaries, or successors.
9. **Execution in Duplicate Counterparts/Facsimile/Electronic Copies.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and each of which taken together shall constitute one and the same instrument. Facsimile, electronic (Adobe Acrobat, etc.) and other copies or duplicates of this Agreement are valid and enforceable as originals.
10. **Illinois Law Controls.** This Agreement is made and entered into in the State of Illinois and shall in all respects be interpreted, enforced and governed under the laws of said state, without reference to choice of law principles. The terms and provisions of this Agreement shall be deemed separable, so that if any term or provision is deemed to be invalid or unenforceable, such term or provision is deemed deleted or modified so as to be valid and enforceable to the full extent permitted by applicable law.
11. **Full Agreement.** This Agreement constitutes the entire agreement between Plaintiff and Defendants and supersedes any previous communications, representations, or agreements,

whether oral or written, with respect to the subject matter hereof, with the exception of the Employee Confidentiality and Non-Disclosure Agreement executed by Plaintiff on an unspecified date in 2008, which continues in force. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Agreement, except for those set forth in this Agreement.

12. Amendment. This Agreement may not be modified, altered or changed except in writing and signed by all Parties wherein specific reference is made to this Agreement.

PLAINTIFF IS ADVISED THAT PLAINTIFF HAS 21 DAYS TO CONSIDER THIS AGREEMENT.

PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

Pablo Taco
PABLO TACO

10-22-08
Date

FOR CHICAGO PROPERTY SERVICES, INC.:

By: Salvatore J. Secin

Its: President

10/29/08
Date

FOR TRINACORP, INC.:

By: Albert J. Deen

Its: President

10/29/08
Date