

THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LOCAL 25 S.E.I.U. WELFARE FUND,)
LOCAL 25 S.E.I.U. & PARTICIPATING)
EMPLOYERS PENSION TRUST,)

)
Plaintiffs,)

v.)

) NO. 08C 5922

STAR DETECTIVE & SECURITY AGENCY)
INC. , an Illinois Corporation,)

) Magistrate Judge Cole

)
Defendant)

MOTION FOR ENFORCEMENT OF SETTLEMENT
AGREEMENT AND ENTRY OF JUDGMENT

Now come the Plaintiffs by and through their Attorney, Robert B. Greenberg, and moves the Court for entry of an Order to enforce the Settlement Agreement and entry of Judgment thereon, and in support of their Motion, Plaintiffs state as follows:

1) Legal action was commenced on behalf of Plaintiffs, Local 25 SEIU Welfare Fund and Local 25 SEIU & Participating Employers Pension Trust Fund, pursuant to Complaint filed on October 16, 2008, a copy of which Complaint is attached hereto as Plaintiffs' Exhibit 1.

2) That the Defendant was served with Summons, and an appearance and Answer was filed on behalf of Defendant by Attorney Douglas Darch.

3) That settlement negotiations were conducted between the parties through their respective Attorneys, and a Settlement Agreement was drafted and executed in April

2009, a copy of which Settlement Agreement is attached hereto as Plaintiffs' Exhibit 2.

4) That pursuant to the terms of the Settlement Agreement, specifically, Paragraph 2 thereof, the Defendant was to pay the Plaintiffs the amount of \$166,000.00, which amount was to be paid \$41,500.00 on April 30, 2009, and \$41,500.00 on the 30th day of each month thereafter, through and including July 30, 2009.

5) That additionally, pursuant to Paragraph 4 of the Agreement, the Court was to retain jurisdiction for purposes of enforcement of the terms of the parties' Settlement Agreement, and pursuant to Paragraph 5(a), if the Defendant failed to make any installment payment due under the terms of the Agreement, or any current contributions for work being performed, Defendant was to be considered in default.

6) That the Defendant has failed and refused to pay the amounts due on the 30th day of April, the 30th day of May, and the 30th day of June, and additionally, has failed to pay current contributions for the months of March, April and May 2009, notwithstanding its obligation to do so pursuant to the terms of the Settlement Agreement.

7) That as a result of the Defendant's failure to pay and to comply with the terms of the Settlement Agreement, Plaintiffs' Counsel withheld filing of the Agreed Order of Dismissal, as proposed in the Settlement Agreement, due to the fact that Defendant was in default of the terms of the Agreement at the time the Agreement was executed.

8) That in the instant case, the District Court has retained jurisdiction over the terms of the settlement contract, as at no time have the Plaintiffs dismissed the case with or without prejudice. Plaintiffs cites in support of its contention that the Court has retained jurisdiction in this matter, the case of *Kokkonen v. Guardian Life Insurance Company of*

America, 511 U.S. 375 (1994). Plaintiffs also cite in support of their Motion for entry of Judgment in accordance with the terms and provisions of the Settlement Agreement, the case of *Brown v. County of Genesee*, 872 F.2d 169 (6th Cir.1989).

WHEREFORE, Plaintiffs pray that the Court enter a judgment in favor of Plaintiffs and against the Defendant in the amount of \$166,000.00, which amount covers the delinquencies claimed due and owing through February 28, 2009, including accrued interest, liquidated damages, costs and attorneys' fees, but does not release any claims subsequent to that date.

/s/ Robert B. Greenberg
Asher, Gittler, Greenfield & D'Alba, Ltd.
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Dated: 7/10/09

CERTIFICATE OF SERVICE

ROBERT B. GREENBERG, being duly sworn, says that he is an attorney associated with Asher, Gittler, Greenfield & D'Alba, Ltd., attorneys for Plaintiffs in this action, and that he served the attached Motion upon:

**Douglas Darch, Esq.
Seyfarth Shaw LLP
131 South Dearborn Street, Suite 2400
Chicago, Illinois 60603**

by depositing a copy in the United States mails, postage paid, at 200 West Jackson Boulevard, Chicago, Illinois 60606, on the 10th day of July, 2009.

Service was accomplished pursuant to ECF as to Filing Users, and Counsel shall comply with LR 5.5 as to any party who is not a Filing User or represented by a Filing User.

/s/ Robert B. Greenberg
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