

**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,	)	No. 08 C 592 :
	)	
Plaintiffs,	)	
	)	Judge Marovich
v.	)	
	)	Magistrate Judge Cole
STAR DETECTIVE & SECURITY AGENCY	)	
INC., an Illinois Corporation,	)	
	)	
Defendant.	)	

**SETTLEMENT AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiffs and Defendant, as follows:

1. That in the interest of settling the legal action filed by Plaintiffs against the Defendant, STAR DETECTIVE & SECURITY AGENCY, INC., an Illinois Corporation, and without any admission herein of liability of the Defendant the parties have agreed to settlement of the pending action.
2. That Defendant hereby agrees to pay to the Plaintiffs the amount of \$166,000.00, which shall be paid \$41,500.00 on April 30, 2009, and \$41,500.00 on the thirteenth day of each month thereafter, through and including July 30, 2009. Interest at 7% per annum is to be accrued on the unpaid balance and paid in the amount of \$5,420.82 with the final payment, unless payments are earlier made, in which event, interest will be recalculated.
3. (a) This Agreement releases all delinquencies claimed due and owing through the work period ending at February 28, 2009, including all accrued interest, liquidated damages, costs and attorney's fees. (It is agreed that STAR DETECTIVE & SECURITY AGENCY INC., has not been audited, and this Settlement is based on the accuracy of the reports submitted by STAR DETECTIVE & SECURITY AGENCY, INC., to the Funds, and in the event STAR DETECTIVE & SECURITY AGENCY, INC. is audited, and discrepancies are found by the Fund Auditors, this Settlement Agreement shall not bar the Funds from seeking recovery for such delinquencies.)

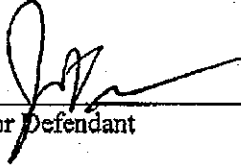
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*Exh. 2*

- (b) Plaintiffs will file a release of judgment in each and every earlier filed action against Defendant, which has not been released including: 2007-CV-6986.

4. That the Court shall retain jurisdiction for the purpose of enforcement of the terms and provisions of the parties' Settlement Agreement.

- 5. (a) The above-entitled cause be and the same shall be dismissed without prejudice, subject to reinstatement only as set forth below and Plaintiffs and anyone claiming through them agree not to sue and further agree to release and forever discharge Defendant and each of its past, present and future owners, directors, officers, agents, employees and the predecessors, successors and assigns of each of them, from any and all claims that were asserted in the above entitled lawsuit.
- (b) If Defendant fails to make any installment payment due hereunder, or any current contributions for work now being performed or hereinafter performed through July 30, 2009, the Defendant shall be considered in default.
- (c) Upon ten (10) days' written notice to Defendant of said default, and upon Defendant's failure to cure said default within the 10 day period, the Order of Dismissal entered in this cause shall be vacated and set aside and the above-captioned cause reinstated.
- (d) Upon Order of Dismissal having been vacated and set aside and upon this cause being reinstated, judgments shall be immediately entered in the amount set forth in Paragraph 2 above which is remaining due and owing and any additional amounts for current payments which accrue hereinafter.

IN WITNESS WHEREOF, the parties or their duly authorized agents, have duly executed this Settlement Agreement as of the day and year provided below.

  
\_\_\_\_\_  
For Defendant

Dated: 4/28/09

  
\_\_\_\_\_  
For Plaintiffs

Dated: 4-14-2009

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