

REC

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

|                                     |   |                         |
|-------------------------------------|---|-------------------------|
| MASONRY INSTITUTE, BRICKLAYERS      | ) |                         |
| LOCAL 21 PENSION FUND, BRICKLAYERS  | ) |                         |
| LOCAL 21 OF ILLINOIS APPRENTICESHIP | ) |                         |
| AND TRAINING PROGRAM, AND BRICK-    | ) |                         |
| LAYERS AND STONE MASONS OF ILLI-    | ) |                         |
| NOIS DISTRICT COUNCIL NO. 1 B.A.C.  | ) |                         |
| ANNUITY TRUST FUND,                 | ) | 1:10-CV-2594            |
|                                     | ) |                         |
|                                     | ) | Judge Gottschall        |
| v.                                  | ) |                         |
|                                     | ) | Magistrate Judge Denlow |
| G & C CONSTRUCTION & SEALANTS,      | ) |                         |
| INC., an Illinois Corp.,            | ) |                         |
|                                     | ) |                         |
| Defendant.                          | ) |                         |

AGREED ORDER OF DISMISSAL

The parties hereby agree that this case has been settled and all issues and controversies have been resolved to their mutual satisfaction. The parties request the Court to retain jurisdiction to enforce the terms of their Settlement Agreement under the authority of *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375, 381-82 (1994):

IT IS HEREBY ORDERED:

- 1) The parties shall comply with the terms of their Settlement Agreement entered into on 2-21-2011.
- 2) By consent of the parties, the Court hereby specifically retains jurisdiction for the purpose of enforcing the terms and provisions of the parties' Settlement Agreement.

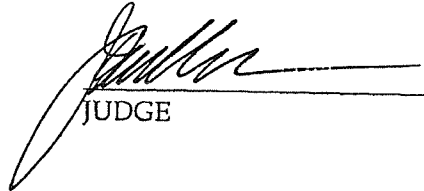
Exh. "A"

3) Except as provided for in Paragraphs 1 and 2 above, this case is dismissed, without prejudice, and each party shall bear its own attorneys' fees and costs. Provided the Defendant has fully complied with the terms and provisions of the parties' Settlement Agreement, unless otherwise ordered by the Court, the dismissal without prejudice entered herein, shall become with prejudice, after March 15, 2013.

DATED: 2/25/11

ENTER:

FEB 25 2011

  
\_\_\_\_\_  
JUDGE

Agreed:

Plaintiffs

By:   
\_\_\_\_\_

Robert B. Greenberg

Defendant

By:   
\_\_\_\_\_

Luis Garcia

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