

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

MICHAEL HAFFNER, as Trustee of the)	
CHAUFFEURS, TEAMSTERS & HELPERS)	
LOCAL UNION NO. 301 HEALTH &)	
WELFARE FUND and as Trustee of the)	Case No. 11 cv08649
CHAUFFEURS, TEAMSTERS & HELPERS)	
LOCAL UNION NO. 301 PENSION FUND,)	Judge George W. Lindberg
)	
Plaintiff,)	Magistrate Judge Arlander Keys
)	
v.)	
)	
SCHNEIDER'S TRUCKING, INC.,)	
)	
Defendant.)	

**SETTLEMENT AGREEMENT AND STIPULATION
FOR ENTRY OF AGREED JUDGMENT**

Now Comes Plaintiff, Michael Haffner, as Trustee of the Chauffeurs, Teamsters & Helpers Local Union No. 301 Health & Welfare Fund and as Trustee of the Chauffeurs, Teamsters & Helpers Local Union No. 301 Pension Fund, by and through his attorney, Martin P. Barr, and Defendant, Schneider's Trucking, Inc., through Fred Schneider, its Secretary, and enter the following Settlement Agreement And Stipulation For Entry Of Agreed Judgment ("Settlement Agreement").

1. Defendant, Schneider's Trucking, Inc., agrees to pay \$11,703.46 in settlement of all amounts due and owing the Local 301 Health and Welfare Fund and Pension Fund as a result of audits covering the period January 1, 2003 through December 31, 2006 and January 1, 2008 through December 31, 2010.

2. Defendant further agrees to entry of judgment in the above-captioned case in favor of Plaintiff and against Defendant in the agreed upon amount of \$11,703.46 ("Judgment

Amount").

3. The Judgment Amount is calculated as follows:

\$9,597.92	Health and Welfare Fund Contributions,
	Liquidated Damages and Audit Fees
\$3,229.29	Pension Fund Contributions, Liquidated
	Damages and Audit Fees
\$350.00	Northern District of Illinois Filing Fee for
	Complaint
\$258.00	Process Server Fee (Service of Complaint)
<u>\$ 3,140.00</u>	Attorney's Fees
\$16,575.21	Total
<u>\$ 4,871.75</u>	Less Payments received January 16, 2012
\$11,703.46	Judgment Amount

4. Defendant agrees to pay the Judgment Amount in equal monthly payments of \$250.00. The initial payment is due on or before February 15, 2012. Succeeding payments are due on or before the 15th day of each succeeding month. If a payment is not made by the 15th day of the month, the entire amount will become due immediately.

5. Defendant further agrees that, in addition to the judgment amount of \$11,703.46, it will pay interest at the annual rate of 3% on the outstanding balance of the judgment amount. Payments will be amortized in accordance with the attached schedule.

6. Defendant may pay at any time, without penalty, the outstanding balance of the Judgment Amount. If Defendant does so, it will not be required to pay interest on the then outstanding balance of the Judgment Amount.

7. Pursuant to the parties' agreement, Plaintiff will request that the Court enter an agreed judgment for the Judgment Amount of \$11,703.46 plus 3% interest.

8. **Entire Agreement.** This Settlement Agreement constitutes the entire understanding between the Trust Funds and the Employer with respect to the matters addressed herein and supersedes any and all prior written and/or oral agreements, representations,

warranties, statements, promises, undertakings or understandings, if any, pertaining to the subject matter hereof.

9. **No Modification.** This Settlement Agreement sets forth the entire agreement between the parties hereto, and may be amended only by written instrument signed by the party or parties sought to be charged thereby. Neither the parties nor their agents have made promises or oral or written statements other than those that appear within this Settlement Agreement. This Settlement Agreement may not be altered, amended or modified, or otherwise changed in any respect whatsoever, except by a subsequent writing executed by all of the parties.

10. **Advice of Counsel; No Other Representations.** Each of the parties to this Settlement Agreement represents and warrants that in entering into it, it has had the opportunity to be advised or represented by legal counsel of its own independent selection, is familiar with the circumstances leading to this Settlement Agreement, and is relying upon its own judgment and/or advice of its own respective counsel.

11. **Sole Consideration.** The parties hereto agree and hereby state that the consideration stated herein is the sole consideration for this Settlement Agreement and that such consideration is contractual and not a mere recital.

12. **Counterparts.** This Settlement Agreement may be executed in one or more copies (including telecopies), all of which shall constitute and be construed as a single instrument upon delivery and exchange of such signed copy by the parties. Any party hereto may execute and deliver a counterpart of this Settlement Agreement by delivering by facsimile transmission a signature page of this Settlement Agreement, as applicable, signed by such party, and any such facsimile signature shall be treated in all respects as having the same effect as having an original signature.


13. Authorization and Capacity to Execute. Each of the parties to this Settlement Agreement represents and warrants to each other that (a) this Settlement Agreement has been duly authorized by it and the person or persons executing this document is authorized to do so on its behalf, (b) the execution and performance of this Settlement Agreement shall not violate any other obligation which it may have by contract or operation of law, and (c) the person signing this Settlement Agreement as or for such party is legally competent to execute this document.

14. Enforceability. This Settlement Agreement is binding and enforceable in accordance with its terms.

15. Successors and Assigns. This Settlement Agreement shall be binding and enforceable against and shall inure to the benefit of all successors, assigns, and representatives of the parties hereto.

16. Governing Law; Venue. This Settlement Agreement shall be construed in accordance with the substantive laws of the State of Illinois, without reference to its choice of law principles. The parties agree that enforcement of the Settlement Agreement shall be venued exclusively in the United States District Court for the Northern District of Illinois, Eastern Division.

Schneider's Tracking, Inc.


By: Fred Schneider, Secretary Date: 1/27-2012

Local 301 Health & Welfare Fund

Local 301 Pension Fund


By: Michael B. Haffner, Chairman Date: 1/27/12


By: Michael B. Haffner, Chairman Date: 1/27/12

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Amortization table for \$11,703.46 borrowed on Jan 26, 2012

Month / Year	Payment	Principal Paid	Interest Paid	Total Interest	Balance
Feb. 2012	\$249.30	\$220.04	\$29.26	\$29.26	\$11,483.42
Mar. 2012	\$249.30	\$220.59	\$28.71	\$57.97	\$11,262.84
April 2012	\$249.30	\$221.14	\$28.16	\$86.12	\$11,041.70
May 2012	\$249.30	\$221.69	\$27.60	\$113.73	\$10,820.01
June 2012	\$249.30	\$222.25	\$27.05	\$140.78	\$10,597.76
July 2012	\$249.30	\$222.80	\$26.49	\$167.27	\$10,374.96
Aug. 2012	\$249.30	\$223.36	\$25.94	\$193.21	\$10,151.60
Sept. 2012	\$249.30	\$223.92	\$25.38	\$218.59	\$9,927.69
Oct. 2012	\$249.30	\$224.48	\$24.82	\$243.41	\$9,703.21
Nov. 2012	\$249.30	\$225.04	\$24.26	\$267.67	\$9,478.17
Dec. 2012	\$249.30	\$225.60	\$23.70	\$291.36	\$9,252.57
Jan. 2013	\$249.30	\$226.16	\$23.13	\$314.49	\$9,026.41
Feb. 2013	\$249.30	\$226.73	\$22.57	\$337.06	\$8,799.68
Mar. 2013	\$249.30	\$227.30	\$22.00	\$359.06	\$8,572.38
April 2013	\$249.30	\$227.86	\$21.43	\$380.49	\$8,344.52
May 2013	\$249.30	\$228.43	\$20.86	\$401.35	\$8,116.09
June 2013	\$249.30	\$229.01	\$20.29	\$421.64	\$7,887.08
July 2013	\$249.30	\$229.58	\$19.72	\$441.36	\$7,657.50
Aug. 2013	\$249.30	\$230.15	\$19.14	\$460.50	\$7,427.35
Sept. 2013	\$249.30	\$230.73	\$18.57	\$479.07	\$7,196.62
Oct. 2013	\$249.30	\$231.30	\$17.99	\$497.06	\$6,965.32
Nov. 2013	\$249.30	\$231.88	\$17.41	\$514.48	\$6,733.44
Dec. 2013	\$249.30	\$232.46	\$16.83	\$531.31	\$6,500.98
Jan. 2014	\$249.30	\$233.04	\$16.25	\$547.56	\$6,267.93
Feb. 2014	\$249.30	\$233.63	\$15.67	\$563.23	\$6,034.31
Mar. 2014	\$249.30	\$234.21	\$15.09	\$578.32	\$5,800.10
April 2014	\$249.30	\$234.80	\$14.50	\$592.82	\$5,565.30
May 2014	\$249.30	\$235.38	\$13.91	\$606.73	\$5,329.92
June 2014	\$249.30	\$235.97	\$13.32	\$620.06	\$5,093.95
July 2014	\$249.30	\$236.56	\$12.73	\$632.79	\$4,857.39
Aug. 2014	\$249.30	\$237.15	\$12.14	\$644.93	\$4,620.24
Sept. 2014	\$249.30	\$237.74	\$11.55	\$656.48	\$4,382.49
Oct. 2014	\$249.30	\$238.34	\$10.96	\$667.44	\$4,144.16
Nov. 2014	\$249.30	\$238.93	\$10.36	\$677.80	\$3,905.22
Dec. 2014	\$249.30	\$239.53	\$9.76	\$687.56	\$3,665.69
Jan. 2015	\$249.30	\$240.13	\$9.16	\$696.73	\$3,425.56
Feb. 2015	\$249.30	\$240.73	\$8.56	\$705.29	\$3,184.83
Mar. 2015	\$249.30	\$241.33	\$7.96	\$713.25	\$2,943.49
April 2015	\$249.30	\$241.94	\$7.36	\$720.61	\$2,701.56

May 2015	\$249.30	\$242.54	\$6.75	\$727.37	\$2,459.01
June 2015	\$249.30	\$243.15	\$6.15	\$733.51	\$2,215.87
July 2015	\$249.30	\$243.76	\$5.54	\$739.05	\$1,972.11
Aug. 2015	\$249.30	\$244.37	\$4.93	\$743.98	\$1,727.75
Sept. 2015	\$249.30	\$244.98	\$4.32	\$748.30	\$1,482.77
Oct. 2015	\$249.30	\$245.59	\$3.71	\$752.01	\$1,237.18
Nov. 2015	\$249.30	\$246.20	\$3.09	\$755.10	\$990.98
Dec. 2015	\$249.30	\$246.82	\$2.48	\$757.58	\$744.16
Jan. 2016	\$249.30	\$247.43	\$1.86	\$759.44	\$496.73
Feb. 2016	\$249.30	\$248.05	\$1.24	\$760.68	\$248.67
Mar. 2016	\$249.30	\$248.67	\$0.62	\$761.31	\$0.00

Location of article:

<http://www.bankrate.com/calculators/mortgages/loan-calculator.aspx>