

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

TEAMSTERS LOCAL UNION NO. 727)	
HEALTH AND WELFARE FUND,)	
TEAMSTERS LOCAL UNION NO. 727)	
PENSION FUND and TEAMSTERS)	1:13-CV-996
LOCAL UNION NO. 727 LEGAL AND)	Judge Shadur
EDUCATIONAL ASSISTANCE FUND,)	
)	Magistrate Judge Valdez
Plaintiffs,)	
v.)	
SAFE PARKING CORPORATION, an)	
Illinois Corporation,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

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

1. That in the interest of settling the legal action filed by Plaintiffs against the Defendant, SAFE PARKING CORPORATION, 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, SAFE PARKING CORPORATION, an Illinois Corporation, hereby agrees to pay to the Plaintiffs the amount of \$33,000.00, which amount includes interest, attorneys' fees and costs, and shall be paid \$2,855.39 on September 1, 2013, and \$2,855.39 on the 1st day of each month thereafter, through and including August 1, 2014. Payments are to be sent to Attorney Robert B. Greenberg at 200 West Jackson Boulevard, Suite 1900, Chicago, Illinois 60606, and are to be made payable to Local 727 Fringe Benefit Funds.

3. This release releases the delinquencies claimed due and owing through December 31, 2011, the end date of the audit, and all interest, attorneys' fees and all liquidated damages accrued through July 31, 2013, assessed as a result of late payments. If the current payment due for the July 2013 contributions has not been made, it shall be tendered when due.

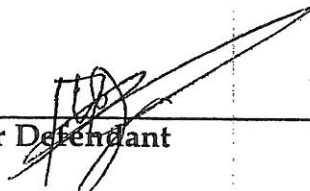
4. That the Court shall retain jurisdiction for the purpose of enforcement of the terms and provisions of the parties' Settlement Agreement.

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 contribution due hereafter, 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, judgment shall be immediately entered in the amount remaining due and owing.
- (e) Nothing herein shall terminate the Funds' rights to audit subsequent to January 1, 2012.

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: 8/7/2013



For Plaintiffs

Dated: 8-8-2013

ROBERT B. GREENBERG
Asher, Gittler & D'Alba, Ltd.
200 West Jackson Boulevard, Suite 1900
Chicago, Illinois 60606
(312) 263-1500
Fax: (312) 263-1520
rbg@ulaw.com
IL ARDC#: 01047558