

EXHIBIT 1

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

TERRENCE J. HANCOCK, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	CIVIL ACTION
vs.)	
)	NO. 13 C 4045
RITeway-HUGGINS CONSTRUCTION)	
SERVICES, INC., an Illinois corporation,)	JUDGE JOAN B. GOTTSCHALL
)	
Defendant.)	

CONSENT DECREE

THIS MATTER coming to be heard upon Plaintiffs' Complaint, Terrence J. Hancock *et al.* (the Plaintiff Funds) and the Defendant, Riteway-Huggins Construction Services, Inc. (the Defendant), having been served with a Summons and Complaint and having filed an answer to the Complaint, the parties have compromised and consent to the entry of this Consent Decree. The Court being fully advised in the premises of this document, enters the following findings and Consent Decree:

1. This Court has jurisdiction over this cause of action and the parties to this Consent Decree, and the parties request that the Court retain jurisdiction for the limited purpose of enforcing the terms of their Settlement Agreement under the authority of Kokkonen v. Guardian Life Ins. Co. of America, 511 U.S. 375, 381-82 (1994), as embodied in this Consent Decree.

2. The Defendant is party to a collective bargaining agreement with the I.B. of T. Local 731, and the Agreements and Declarations of Trust for each Fund are incorporated by reference into the collective bargaining agreement, and they require the

Defendant to make fringe benefit contributions to the Plaintiff Funds under its terms.

3. The Defendant owes the Plaintiff Funds a total of \$112,776.36 in fringe benefit contributions, interest, liquidated damages, and attorneys' fees. This amount may be further broken down as follows:

- a. For the audited time period of January 1, 2012 through June 30, 2014, the Defendant owes the Plaintiff Funds \$89,097.68 in fringe benefit contributions, interest, 10% liquidated damages, and attorneys' fees.
- b. For the unaudited time period of July 1, 2014 through November 30, 2014, the Defendant owes the Plaintiff Funds \$23,678.68 in contributions, interest and 10% liquidated damages.

4. The Defendant agrees to pay the amounts specified by way of equal monthly payments over 24 months or a monthly payment of \$4,699.02 starting on June 15, 2015 and continuing on the 15th day of every month until fully paid. Payments shall be made via check payable to the "Teamsters Local 731 Fringe Benefit Funds" and shall be sent to the Teamsters Local 731 Fringe Benefit Funds, 1000 Burr Ridge Parkway, Burr Ridge, IL 60527 to the attention of Ryan Lacey. In addition to sending each amount due under the payment plan, the Defendant is also obligated to submit its then due contribution report and contributions due thereon on a timely basis.

5. In the event Defendant fails to make any payments described in this Consent Decree, including the obligation to remain current in its reporting obligations

during the duration of this Consent Decree, the Defendant will be considered in violation of this Consent Decree. Notice of default shall be e-mailed to Defendant's attorney, James Bormes, at jxbormes@bormeslaw.com. If Defendant fails to cure such default within 10 days of notice, Defendant consents to the entry of judgment against it and in favor of the Plaintiff Funds for all amounts unpaid under Paragraph 3, an additional 10% liquidated damages that were waived, all contributions interest, and liquidated damages that may become due during the time frame of the payment schedule above, and any and all attorneys' fees and costs incurred to date, including costs and fees incurred in bringing a motion to enforce this Consent Decree.

6. It is understood and acknowledged between the parties that nothing herein limits or modifies the right of the Plaintiff Funds to audit the payroll books and records of the Defendant at such future time as in the course of their regular audit program such an audit may be requested, nor do the terms of this Consent Decree limit or modify the Plaintiff Funds' right to recover from the Defendant any additional contributions or liquidated damages which may become due or which may be found to have been due as a result of the audit.

7. Nothing contained herein shall require the Plaintiff Funds to apply to the Court for enforcement of this Consent Decree in the event Defendant defaults. If the Plaintiff Funds decide in their sole discretion to permit additional time for the Defendant

to cure the breach, such allowances shall not be construed as a waiver of rights under this Consent Decree.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. That the Plaintiffs shall recover from the Defendant, \$112,776.36 representing contributions, interest, 10% liquidated damages, and attorneys' fees;

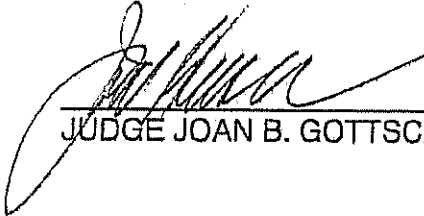
B. In the event of a default Plaintiffs shall recover an additional 10% in liquidated damages, plus all contributions, interest, and liquidated damages that may become due during the time frame of the payment schedule above, and any and all attorneys' fees and costs incurred to date, including costs and fees incurred in bringing a motion to enforce this Consent Decree.

C. By consent of the parties, the Court shall retain jurisdiction of this matter for the limited purpose only of enforcing the terms of this Consent Decree and, except as necessary to enforce the terms of this Consent Decree, this case is hereby dismissed with prejudice.

DATED: _____

5/27/15

ENTERED:



JUDGE JOAN B. GOTTSCHALL

WE HEREBY AGREE TO THE ENTRY OF THIS CONSENT DECREE

Respectfully submitted,

/s/ Laura M. Finnegan
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Respectfully submitted,

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EXHIBIT 2

4. Defendant also agreed that it was obligated to submit its monthly contribution reports and fringe benefit contributions due during the term of the payment plan.

5. Defendant agreed to make payment to Plaintiffs of the amount specified in Paragraph 3, being \$112,776.36, by way of equal monthly payments over 24 months or a monthly payment of \$4,699.02.

6. The Consent Decree provides that in the event Defendant fails to make any payments described in the Consent Decree, including the obligation to remain current in its reporting obligations during the duration of the Consent Decree, the Defendant will be considered in violation of the Consent Decree.

7. On July 14, 2016, Plaintiffs' counsel sent an e-mail to Defendant's counsel regarding the failure of the Defendant to abide by the terms of the Consent Decree. Plaintiffs' counsel advised Defendant's attorney that as of July 15, 2016, Defendant owed eight (8) installments of \$4,699.02 each, for a total of \$37,592.16 and that Defendant had 10 days to cure its breach of the terms of the Consent Decree. Defendant failed to cure the breach and on August 10, 2016, Plaintiffs filed a motion to reopen the case and for entry of judgment.

8. On October 7, 2016, Defendant submitted the installment payment of \$4,699.02, which was due on December 15, 2015. On October 17, 2016, Defendant submitted two installment payments of \$4,699.02 each, which were due on January 15, 2016 and February 15, 2016.

9. As of the date of this Order, Defendant is still delinquent eight (8) payments for payments due March through October 2016.

10. At the continued hearing on Plaintiffs' motion to reopen and for entry of judgment, on October 19, 2016, Larry Huggins, President of Defendant corporation, appeared.

Mr. Huggins represented to the Court that for the next eight months, he would make two (2) payments of \$4,699.02 per month for the next eight (8) months in order to bring the default under the terms of the Consent Decree current.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the terms of the Consent Decree are amended and modified as follows:

A. During the time period November 15, 2016 through June 15, 2017, Defendant, RITEWAY-HUGGINS CONSTRUCTION SERVICES, INC., will submit two (2) installment payments of \$4,699.02 per month. On July 15, 2017, Defendant will resume submitting one (1) installment payment of \$4,699.02 per month until the agreed upon amount due as set forth in the original Consent Decree is paid in full.

B. In the event Defendant fails to make any payments described in this Order, including the obligation to remain current in its reporting obligations during the duration of this Consent Decree, the Defendant will be considered in violation of this Order and the Consent Decree. In such an event, the Defendant consents to the entry of judgment against it and in favor of the Plaintiff Funds for all amounts unpaid under Paragraph 3, an additional 10% liquidated damages that were waived, all contributions, interest, and liquidated damages that may become due during the time frame of the payment schedule above, and any and all attorneys' fees and costs incurred to date, including costs and fees incurred in bringing a motion to enforce this Consent Decree.

C. That Plaintiffs are awarded their costs and attorneys' fees to execute on, or otherwise collect on the Consent Decree and this Order.

