

EXHIBIT 1

DEC 21 2015

UNITED STATES DISTRICT COURT
FOR THE Northern District of Illinois – CM/ECF LIVE, Ver 6.1
Eastern Division

Central Laborers' Pension Fund, et al.

Plaintiff,

v.

Case No.: 1:15-cv-00012

Honorable John Z. Lee

Weaver Construction, Inc.

Defendant.

NOTIFICATION OF DOCKET ENTRY

This docket entry was made by the Clerk on Thursday, December 17, 2015:

MINUTE entry before the Honorable John Z. Lee: Status hearing held on 12/17/15. Defendant is not present. Plaintiff reports that the defendant has agreed to a payment plan. This case is dismissed without prejudice; the dismissal will become with prejudice in 12 months. If necessary the parties may reinstate the case in 12 months from today. Civil case terminated. Mailed notice(ca,)

ATTENTION: This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at www.ilnd.uscourts.gov.

EXHIBIT 2

JUDGMENT NOTE
Weaver Construction

PROMISE TO PAY For value received, Weaver Construction (employer) and Todd Weaver (individual) (hereinafter collectively referred to as "Obligor") jointly and severally promise to pay to Central Laborers' Pension Fund on behalf of itself and Central Laborers' Welfare Fund, Central Laborers' Annuity Fund and/or any other Funds it is a collection agent for in regard to the liability set forth herein (hereinafter collectively referred to as the "Funds"), or order, in lawful money of the United States of America, the principal amount of Forty Eight Thousand Three Hundred Eighty Two and 80/100 Dollars (\$48,382.80), plus interest which shall accrue at a rate of 9.5 % per annum.

PAYMENT Obligor shall pay the amounts owed under this Note according to the payment schedule attached hereto as Exhibit "A", which payment schedule is fully incorporated into and made a part of this Note. Obligor shall make each and every payment by the date and in the amount set forth on the attached Exhibit "A". The date each payment is due is set forth under "Due Date" and the amount of each payment to be made is set forth under "Total Payment" on the attached Exhibit "A". All payments shall be submitted and made payable to Central Laborers' Pension Fund at its business address of P.O. Box 1267, Jacksonville, Illinois 62651-1267.

ADDITIONAL TERMS Obligor agrees to submit all future monthly fringe benefit contribution reporting forms with payment for contributions owed to the Funds on or before the thirtieth (30th) day of every month following the execution of this Note. Any failure of the Obligor to remain current in reporting and paying its future monthly contribution obligations shall constitute a Default under the terms of this Note and will result in immediate acceleration of all amounts due hereunder. All reporting forms with payment shall be submitted to Central Laborers' Pension Fund at its business address of P.O. Box 1267, Jacksonville, Illinois 62651-1267.

EMPLOYER LIABILITY Obligor agrees that it owes the Funds a total of \$48,382.80, as more specifically detailed on the attached Exhibit "B", which document is fully incorporated into and made a part of this Note. This Note and its terms are only meant to act as an agreement in regard to the Obligor's liability for the time periods and amounts owed as detailed on the attached Exhibit "B". Any liability due not specifically referenced in the attached Exhibit "B" or otherwise in this Note are excluded from the terms herein.

DEFAULT Obligor shall be in Default if Obligor fails to make any payment when due under this Note or fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note

THE FUNDS' RIGHTS If Obligor is in Default, the Funds may declare the entire unpaid principal balance on this Note and all accrued unpaid interest and any other amounts owed under this Note immediately due and payable without notice, demand or presentment and the entire unpaid principal balance on this Note and all accrued unpaid interest and any other amounts owed under this Note shall be collectable immediately or at any time after such Default. In addition to all other remedies

Weaver Construction

the Funds may have upon Default hereunder or otherwise, the Funds specifically retain and do not waive the right to sue pursuant to the provisions of the Employee Retirement Income Security Act for the delinquent contributions and/or other liability that is the subject of this Note as identified on Exhibit "B" or elsewhere in this Note as well as any and all other liability that is not identified on Exhibit "B" or elsewhere in this Note but that arises out of the same matters giving rise to the amounts owed as identified on Exhibit "B" or elsewhere in this Note.

ATTORNEYS' FEES; EXPENSES The Funds may hire or pay someone else to help collect the amounts owed to the Funds under this Note or otherwise enforce the provisions of this Note if Obligor does not pay the amounts owed to the Funds or is otherwise in Default. Obligor will pay the Funds any such costs and expenses incurred by the Funds in the enforcement of the provisions of this Note or collection of amounts owed to the Funds. This includes, subject to any limits under applicable law, the Funds' attorneys' fees and legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Obligor also will pay any court costs and service of process fees in addition to all other sums and costs provided by law.

CONFESSION OF JUDGMENT Obligor hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Obligor for the unpaid balance of this Note plus attorneys' fees, costs and any other amounts owed under this Note as evidenced by an affidavit signed by or on behalf of the Funds setting forth the balance of this Note then due plus attorneys' fees and costs incurred and any other amounts owed, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit or other legal means, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Obligor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as the Funds may elect until all amounts owing on this Note have been paid in full. Obligor hereby waives and releases any and all claims, or causes of action which Obligor might have against any attorney-at-law acting under the terms of authority which Obligor has granted herein arising out of or connected with the confession of judgment hereunder.

JURY WAIVER THE UNDERSIGNED AND THE FUNDS (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY and UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND THE FUNDS ARISING OUT OF OR IN ANY WAY RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE FUNDS' ACCEPTANCE OF THIS NOTE FROM OBLIGOR.

GOVERNING LAW; FORUM SELECTION; SERVICE OF PROCESS This Judgment Note

Weaver Construction

shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Judgment Note shall be commenced and maintained only in courts located in Cook County, Illinois. Each party, by their respective execution and/or acceptance of this Judgment Note, consents and submits to the jurisdiction of any state or federal court located within Cook County, Illinois. Each party waives any objection as to venue or the inconvenience of the forum in such courts and waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Judgment Note which arises out of or is directly or indirectly related to this Judgment Note. Each party consents to service of process in any suit arising out of this Judgment Note at the addresses for each party as provided herein.

GENERAL PROVISIONS If any part of this Note cannot be enforced, this fact will not affect the rest of this Note. The unpaid balance owing on this Note at any time may be evidenced by endorsements on this Note or by the Funds' internal records. The Funds may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Obligor and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. Unless specially permitted otherwise by the terms and conditions of this Note, no alteration of or amendment to this Note shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment. The obligations under this Note are joint and several. The terms and provisions of this Note shall be binding upon the heirs, executors, personal representatives, successors and assigns of Obligor. The headings in this Note are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Note or any provision hereof and shall not in any event be employed or used for the purpose of construction or interpretation of any portion of this Note.

CORPORATE AUTHORIZATION Todd Weaver represents and warrants that he/she is the President and/or authorized agent of Weaver Construction (employer) and has the corporate power and authority to execute and deliver this Note on behalf of Weaver Construction (employer); and further represents and warrants that the execution, delivery and performance of this Note by Weaver Construction (employer) has been duly and validly authorized by all necessary corporate or shareholder action and no additional corporate authorization or consent is required in connection with the execution, delivery and performance of this Note.

PRIOR TO SIGNING THIS NOTE, OBLIGOR HEREBY ACKNOWLEDGES THAT OBLIGOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. OBLIGOR FURTHER ACKNOWLEDGES THAT THIS NOTE AFFECTS OBLIGOR'S RIGHTS SUBSTANTIALLY AND UNDERSTANDS THAT IT PERMITS THE FUNDS TO ENTER A JUDGMENT AGAINST OBLIGOR IN ANY COURT FOR THE AMOUNT DUE AS PROVIDED IN THE NOTE. OBLIGOR ACKNOWLEDGES THAT OBLIGOR HAS BEEN GIVEN THE FULL OPPORTUNITY TO DISCUSS THIS ARRANGEMENT WITH

Weaver Construction

AN ATTORNEY OF OBLIGOR'S CHOICE AT OBLIGOR'S COST AND HAS EITHER DONE SO OR ELECTED NOT TO DO SO WITH THE FULL UNDERSTANDING OF OBLIGOR'S RIGHTS. OBLIGOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS JUDGMENT NOTE.

Dated this 5 day of February, 2016

OBLIGOR:

Weaver Construction
(Printed Name of Employer)

By: Todd Weaver, Authorized Agent
(Signature)

Todd Weaver
(Printed Name Individual)

Todd Weaver, Individually
(Signature)

ADDRESS OF OBLIGOR:

Weaver Construction
(Printed Name of Employer)

1853 Dove tail Pt.
(Business Address)

SYCAMORE IL 60178
(City, State, Zip Code)

815 895 0009
(Business Telephone Number)

(Additional Telephone Number)

(Business Facsimile Number)

(Business E-mail Address)

Todd Weaver
(Printed Name of Individual)

1853 Dove tail Pt
(Home Address)

SYCAMORE IL 60178
(City, State, Zip Code)

815 895 0009
(Home Telephone Number)

(Additional Telephone Number)

(Home Facsimile Number)

(Home E-mail Address)

Weaver Construction

Beginning Date 12/7/2015
Number of Payments 18
Principal Amount \$48,382.80
Interest Rate 9.50%

<i>DUE DATE</i>	<i>PRINCIPAL</i>	<i>INTEREST</i>	<i>TOTAL PAYMENT</i>	<i>BALANCE</i>
12/30/2015	\$48,382.80	\$289.63	\$2,920.00	\$45,752.43
1/30/2016	\$45,752.43	\$369.15	\$2,920.00	\$43,201.59
2/29/2016	\$43,201.59	\$337.33	\$2,920.00	\$40,618.91
3/30/2016	\$40,618.91	\$317.16	\$2,920.00	\$38,016.08
4/30/2016	\$38,016.08	\$306.73	\$2,920.00	\$35,402.81
5/30/2016	\$35,402.81	\$276.43	\$2,920.00	\$32,759.24
6/30/2016	\$32,759.24	\$264.32	\$2,920.00	\$30,103.56
7/30/2016	\$30,103.56	\$235.06	\$2,920.00	\$27,418.61
8/30/2016	\$27,418.61	\$221.23	\$2,920.00	\$24,719.84
9/30/2016	\$24,719.84	\$199.45	\$2,920.00	\$21,999.29
10/30/2016	\$21,999.29	\$171.78	\$2,920.00	\$19,251.07
11/30/2016	\$19,251.07	\$155.33	\$2,920.00	\$16,486.40
12/30/2016	\$16,486.40	\$128.73	\$2,920.00	\$13,695.12
1/30/2017	\$13,695.12	\$110.50	\$2,920.00	\$10,885.62
2/28/2017	\$10,885.62	\$82.16	\$2,920.00	\$8,047.79
3/30/2017	\$8,047.79	\$62.84	\$2,920.00	\$5,190.63
4/30/2017	\$5,190.63	\$41.88	\$2,920.00	\$2,312.51
5/30/2017	\$2,312.51	\$18.06	\$2,330.56	\$0.00
TOTAL		\$3,587.76	\$51,970.56	

EXHIBIT 3

DEC 15 2016
UNITED STATES DISTRICT COURT
FOR THE Northern District of Illinois – CM/ECF LIVE, Ver 6.1.1
Eastern Division

Central Laborers' Pension Fund, et al.

Plaintiff,

v.

Case No.: 1:15-cv-00012

Honorable John Z. Lee

Weaver Construction, Inc.

Defendant.

NOTIFICATION OF DOCKET ENTRY

This docket entry was made by the Clerk on Thursday, December 15, 2016:

MINUTE entry before the Honorable John Z. Lee: Motion hearing held on 12/15/16. For the reasons stated on the record, plaintiff's motion to reopen the case [21] is denied. If necessary the parties may reinstate the case by 2/15/17. Mailed notice(ca,)

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