

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

LABORERS' PENSION FUND and)	
LABORERS' WELFARE FUND OF THE)	
HEALTH AND WELFARE DEPARTMENT)	
OF THE CONSTRUCTION AND GENERAL)	
LABORERS' DISTRICT COUNCIL OF)	
CHICAGO AND VICINITY, JAMES S.)	
JORGENSEN,)	
Plaintiffs,)	
)	No. 15 C 9013
)	
v.)	Judge Edmond E. Chang
)	
J & T SERVICES, INC., and TOM ALBERTO)	
and MARIA A. BANUELOS,)	
)	
Defendants.)	

VOLUNTARY DISMISSAL NOTICE

The Laborers' Pension Fund and the Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, and James S. Jorgensen, by its attorneys, pursuant to Rule 41(a), dismisses this action pursuant to a signed Settlement Agreement and Release, between Defendant J & T Services, Inc., and Tom Alberto. The Plaintiffs and Defendants J & T Services, Inc., and Tom Alberto shall comply with the terms of the Settlement Agreement and Release dated February 22, 2016, which includes consent to the jurisdiction of this Court.

By consent of the Plaintiffs and Defendants J & T Services, Inc., and Tom Alberto, the Court is asked to retain jurisdiction for the purposes of enforcing the Settlement Agreement and Release, which includes retaining jurisdiction for either party to extend time, or for plaintiffs to enter of judgment as described by the Settlement Agreement. Plaintiffs voluntarily dismiss this matter, without prejudice, until May 1, 2018, at which time this dismissal will be changed to a dismissal

with prejudice.

By: /s/Karen I. Engelhardt
One of Plaintiffs' attorneys

Karen I. Engelhardt
Allison, Slutsky & Kennedy, P.C.
230 W. Monroe Street, Suite 2600
Chicago, Illinois 60606
(312) 364-9400
kie@ask-attorneys.com

February 23, 2016

Certificate of Service

I, Karen I. Engelhardt, state that I forwarded a copy of the Voluntary Dismissal Notice on February 23, 2016, with proper postage prepaid, from the U.S. Mail Box located at 230 W. Monroe, Suite 2600, Chicago, Illinois 60606, before the hour of 5:00 pm., to the following:

Mr. Tom Alberto
J & T Services, Inc.
34 W. 644 White Thorne Road
Wayne, Illinois 60184

/s/Karen I. Engelhardt

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between the Laborers' Pension Fund and the Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, and James S. Jorgensen, Administrator of the Funds (the "Funds") and Defendants J & T Services, Inc. ("J & T") and Tom Alberto ("Alberto"), (the Funds and the Defendants will be collectively referred to as the "Parties"), to fully and finally settle and resolve any and all issues raised in *Laborers' Pension Fund et al., v. J & T Services, Inc., and Tom Alberto, and Maria A. Banuelos*, No. 15 C 9013 (N.D. Ill) (the "lawsuit"). The Parties agree to the following:

1. Simultaneously with the execution of this Settlement Agreement and Release, J & T Services and Tom Alberto, will sign the Installment Note, which is incorporated by reference. Both the note and this Agreement provide for payment of a total amount of \$70,253.66, plus interest. The amount of \$70,253.66 is the total amount owed which includes principal, damages and interest for the audit covering the period from October 2012 through May 2014 in the amount of \$27,378.16; principal and damages in the amount of \$4,009.73, for the report covering June 2014 through December 2014; and the amount of \$48,683.37 in medical expenses paid on behalf of Maria Banuelos.

2. Alberto and/or J & T will make a down payment of \$7,000.00, each on the following dates: February 19, 2016, March 15, 2016 and April 15, 2016. The balance of the total amount owed will be paid through monthly installments for 24 consecutive months beginning on May 1, 2016 and ending on April 1, 2018. All of the note payments as described by the Installment Note are hereinafter referred to as the Settlement Payments and must be made in accordance with the terms and conditions provided in the Installment Note. In addition to amounts owed and paid under the Installment Note, J & T and Alberto agree to report and pay all on going monthly contributions to the Funds as it is obligated under the terms of the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust.

3. J & T or Alberto may prepay the amounts due in this Settlement Agreement at any

time, without penalty. If payment is made in full prior to May 1, 2018, the Funds will make a determination of the balance owed including interest on the date of the prepayment. J & T and Alberto are responsible for all note interest owed to the Funds which in the event of pre-payment, will be redetermined.

4. The Parties agree that the Settlement Payments referred to in paragraphs 1 and 2 above, and in paragraph 6 of the Installment Note represent a resolution of the Lawsuit for the period ending for the report month of December 2014. J & T and Alberto represent that they have properly reported contributions due to the Funds for the period from January 1, 2015 through the present. However, for the period from January 1, 2015 through the present, contributions have not yet been reviewed by the Funds' auditors. As consideration for the Funds' acceptance of this representation and the documentation submitted by the Company in support of such representations, J & T and Alberto hereby agree to permit the Funds an opportunity to audit the books and records of the corporation under the collective bargaining agreement, Trust Agreements and the Funds' Policies for the period from January 1, 2015 through current, and J & T and Alberto agree that it may be liable for contributions owed, in the event that an audit determines amounts owed to the Funds. The parties agree that after an audit report is presented to J & T and Alberto in the regular course of business, the Funds at their discretion may reinstate this cause or refile an action against J & T and Alberto seeking unpaid contributions for the identical time period.

5. In the event that J & T or Alberto fails to maintain their obligations under this Agreement, the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust, including but not limited to its obligations to submit timely contribution reports and to make timely current contribution payments, J & T and Alberto shall be deemed in default within five (5) days after payments are due, or within five days of a material breach of the terms of this Agreement or Installment Note and the Funds shall have the right to reinstate this action. Upon default, the Funds may declare the entire unpaid amounts immediately due and accelerate collection of the total balance owed (including monthly payments plus the unpaid balance owed under the Installment Note). The Funds, on motion in accordance with the Court rules and

notice to Defendants at 34 W 644 White Thorne Road, Wayne Illinois 60184, shall be entitled to entry of judgment by the Court against J & T and Alberto, individually.

6. Judgment will be entered for all unpaid amounts due plus reasonable attorneys' fees incurred by the Funds in their efforts to obtain compliance with this Settlement Agreement. Defendants J & T and Alberto will not be permitted to raise defenses to bar judgment of the unpaid balance other than payment. Plaintiffs are also entitled to judgment for reasonable attorneys' fees and costs incurred in connection with efforts to enforce the Settlement Agreement and Release.

7. In consideration of the receipt of all amounts owed as described in paragraph 1 and promises made by the parties, the Funds hereby release and discharge J & T and Alberto and each of their affiliates, parents, subsidiaries, divisions, partners, owners, stockholders, directors, officers, employees, agents, representatives, and their predecessors, successors, heirs, executors, administrators and assigns, agents, attorneys, representatives, trustees, administrators, and all persons acting by, through or under any of them jointly and severally, in their individual, fiduciary and corporate capacities, or any of them, of and from all actions, causes of action, grievances, suits, complaints or claims, arising out of the obligation to contribute to the Funds for the periods ending on December 31, 2014, with the exception of delinquencies that may be identified in a future audit report which will be conducted at a future date in the Funds' discretion.

8. The Company will be obligated to obtain and maintain a bond. If the Company is unable to obtain a surety bond in the amount of \$5,000.00, the Company agrees to make monthly payments toward a cash bond.

9. The Laborers' Funds agree to execute a Notice of Voluntary Dismissal which will dismiss all claims asserted by the Funds against J & T and Alberto in this Lawsuit after receipt by the Funds' counsel of record, Karen I. Engelhardt, of an original or a copy of the Settlement Agreement and Release, the Installment Note. The Parties agree in the event that J & T and Alberto do not make the Settlement Payments pursuant to the schedule in the Installment Note, or this Agreement and Release, or otherwise materially breach the terms of the Installment Note or this Agreement and Release that either party may reinstate this lawsuit.

10. This Agreement is entered into solely for the purpose of settling disputed claims, and shall not be construed as an admission by the Defendant of any (a) liability or wrongdoing; (b) violation of any statute, law regulation, collective bargaining agreement or declaration of trust; or (c) waiver of defenses as to those matters within the scope of this Agreement. It is understood that Defendant denies engaging in unlawful conduct, and this Agreement does not constitute an admission by Defendant of any violation of any law, regulation, collective bargaining agreement or declaration of trust.

11. This Agreement and the Installment Note constitute the entire Agreement between the Parties concerning the subject matter hereof and supersede all prior and contemporaneous oral and written agreements, if any, between the Parties relating to the subject matter hereof. This Agreement may be amended only by a written document signed by an authorized representative of the Funds and J & T and Alberto.

12. Each of the undersigned has read this Settlement Agreement and Release, understands its contents, has had the opportunity to and did negotiate over the terms of this Agreement, and is authorized to sign same on behalf of the entity indicated below.

13. Each party signing this Agreement represents to the other party that it has the authority to release the claims, demands and causes of action which are purported to be released herein and note of said claims, demands or causes of action has been previously assigned to or is owned by any other person or entity.

14. The Funds may without notice and without releasing liability of any party hereto grant extensions and/or renewals from time to time of any terms in this Settlement Agreement and Release and in the Installment Note. No delay by the Funds in exercising any power or right hereunder and no partial exercise of such power or right shall operate in any way as a waiver of any subsequent exercise thereof. The Funds shall not be prejudiced by granting of an extension or a renewal of any term in this Settlement Agreement.


15. This document may be signed in separate counterparts which will have the same effect as if signed on one document. In the event that any of the provisions of this Agreement are

found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.

16. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. The Funds will request the United States District Court for the Northern District of Illinois, Eastern Division, to retain jurisdiction to enforce the terms of this Agreement and Installment Note.

LABORERS' PENSION FUND and
LABORERS' WELFARE TRUST FUND
OF THE HEALTH AND WELFARE
DEPARTMENT OF THE CONSTRUCTION
AND GENERAL LABORERS' DISTRICT
COUNCIL OF CHICAGO AND VICINITY, and
JAMES S. JORGENSEN, Administrator of the
Funds


J & T SERVICES, INC.,



2/26/16
Date

Date

TOM ALBERTO



2-22-16
Date

INSTALLMENT NOTE

This Installment Note ("Note") is made between the Laborers' Pension Fund ("Pension Fund"), the Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity and the Retiree Health and Welfare Fund ("Welfare Funds" or collectively the "Funds"), the parties of the first part, and J & T Services (the "Company"), the parties of the second part.

WHEREAS, the Company has at all relevant times been party to a collective bargaining agreement ("CBA") with the Construction and General Laborers' District Council of Chicago and Vicinity, whereunder it is obligated to make certain contributions to the above-named Funds, as well as to the Training Fund, on behalf of its covered employees, and to submit payment of all employee union dues:

WHEREAS, the Company has failed to timely pay certain contributions owed to the Funds for the audit periods of October 1, 2012 through May 31, 2014 and June 1, 2014 through December 31, 2014 and unpaid claims on Maria Banuelos,

WHEREAS, the Company has failed to remit all employee union dues to the Funds, as the designated collection agent for the Construction and General Laborers' District Council of Chicago and Vicinity, for the audit periods of October 1, 2012 through May 31, 2014 and June 1, 2014 through December 31, 2014,

WHEREAS, the Company desires to pay all delinquencies owed to the Funds, to pay all union dues owed to the Construction and General Laborers' District Council of Chicago and Vicinity, together with liquidated damages, and interest, as set forth below and further desires to remain current in its obligation to pay contributions to the Funds.

THE PARTIES HEREBY AGREE as follows:

1. The Company will pay \$50,287.02 to the Health and Welfare Fund (comprised of \$40,068.39 in delinquent contributions, \$977.26 in liquidated damages, \$3,428.00 in attorneys fees and costs and \$5,813.37 in interest) (based on an interest rate of 12%). The Company will pay \$2,302.77 to the Retiree Health and Welfare Fund (comprised of \$490.20 in delinquent contributions, \$49.02 in liquidated damages, \$1,714.00 in attorneys fees and costs and \$49.55 in interest). The Company will also pay \$13,773.42 to the Pension Fund (comprised of \$7,333.28 in delinquent contributions, \$733.33 in liquidated damages, \$3,428.00 in attorneys fees and costs and \$2,278.81 in interest). All of these amounts shall be paid according to the schedule described below in paragraphs 4 and 5.
2. The Company will also pay \$500.81 to the Training Fund (comprised of \$384.50 in delinquent contributions, \$38.45 in liquidated damages and \$77.86 in interest), \$69.48 to the IAF Fund (comprised of \$53.83 in delinquent contributions, \$5.38 in liquidated damages and \$10.27 in interest), \$429.10 to the LECET Fund (comprised of \$323.40 in delinquent contributions, \$32.34 in liquidated damages and \$73.36 in interest), \$742.86 to the LDCMC Fund (comprised of \$554.40 in delinquent contributions, \$55.44 in liquidated damages and \$133.02 in interest), \$9.93 to the CISCO Fund (comprised of \$7.62 in delinquent contributions, \$.77 in liquidated damages and \$1.47 in interest) and \$6,962.61 in union dues (comprised of \$5,968.86 in delinquent contributions and \$993.75 in liquidated damages). These delinquent amounts shall be paid in their entirety as part of the down payment described in paragraph 4.
3. The Company will also pay the Funds or the sum of \$8,570.00 representing attorney fees and costs incurred by the Funds in Case No. 15 C 9013. This amount is split between the Welfare, Retiree Welfare and Pension Funds as described in paragraph 1 above.
4. The Company will pay a \$21,000.00 down payment payable as follows: \$7,000.00 on February 19, 2016, \$7,000.00 on March 15, 2016 and \$7,000.00 on April 15, 2016.
5. For twenty-four (24) consecutive months commencing on May 1, 2016 and ending on April 1, 2018, the Company will pay \$1,665.31 per month to the Health and Welfare Fund, \$90.83 to the Retiree Health and Welfare Fund and \$497.11 per month to the Pension Fund.
6. The Company will remit all payments to the Funds' Administrative Offices, which are located at 11465 Cermak Road, Westchester, Illinois 60154.
7. The Company understands and agrees that this Installment Note is based on reports submitted by the Company to the Funds and that the Funds reserve the right to conduct an audit, in accordance with the terms of the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust, to determine benefit contribution compliance for the time period covered herein and further reserve the right to collect any unpaid contributions, union dues, interest, liquidated damages, and audit costs as shown on said audit.

8. Payments made pursuant to this Installment Note shall be considered "contributions" as defined under the terms of the CBA and the Funds' respective Agreements and Declarations of Trust. If the contributions are not paid by the 10th day following the date on which payment should have been received, the contribution shall be considered delinquent and all charges which apply to the late payment of contributions under the terms of the CBA and the Funds' respective agreements and Declarations of Trust shall apply, including, but not limited to, the assessment of interest and liquidated damages. Further, in the event the Company fails to timely make any payments described in this Note. All amounts described in paragraph 1 herein shall immediately become due on the 10th day following the date on which payment should have been received by the Fund's under the terms of this Note. In such event the Company further agrees to pay all attorneys' fees and costs incurred by the Funds in any action to enforce any part of this Note.
9. This Installment Note is conditioned on the Company staying current on its obligations to the Funds and District Council under the terms of the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust. In the event that the Company fails to maintain its obligations under the terms of the collective bargaining agreement and the Funds' respective Agreements and Declarations of Trust, including, but not limited to, its obligations to submit timely contribution and dues reports and to make timely contribution and dues payments by the tenth day following the month in which laborers' work was performed, then the Funds shall have the right to accelerate and collect all amounts due under this Installment Note, plus payment of all attorneys' fees and costs incurred by the Funds in any action to accelerate this Installment Note.
10. The Company further agrees to obtain and maintain a surety bond to insure the payment of wages and benefit contributions as required under the terms of the CBA.
11. The Company shall have the right to prepay the entire amount due under the Note prior to the date upon which payment is due without penalty and without payment of any precalculated Note interest that has not accrued as of the date full payment has been made.

The Parties hereby agree to these terms by their execution hereof on the _____ day of the _____, 2016.

J & T Services, Inc.

By: Jim Allen

Title: PRESIDENT / OWNER

Laborers' Pension Fund, Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity and Retiree Health and Welfare Fund.

By: [Signature]

GUARANTY OF PAYMENT AND INDEMNIFICATION

This Guaranty ("Guaranty") is made as of _____ by the undersigned, _____, (the "Guarantor"), to and for the benefit of the **LABORERS' PENSION FUND AND THE LABORERS' WELFARE FUND OF THE HEALTH AND WELFARE DEPARTMENT OF THE CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY** (collectively, the "Funds").

WHEREAS, J & T Service, Inc. the "Company") has agreed to pay a total of \$75,078.00 to the Funds in settlement of the alleged delinquent contributions owed to the Funds and to be paid under the terms of a Settlement Agreement and Installment Note ("Note").

WHEREAS, the Funds are unwilling to enter into the Note unless the Guarantor executes this Guaranty; and

WHEREAS, the Guarantor has a financial interest in the Company and will be benefited by the Note:

NOW THEREFORE WHEREAS, in consideration of the foregoing, the Guarantor agrees as follows:

1. Guaranty of Payment and Indemnification. The undersigned guarantees, absolutely and unconditionally; (a) the payment when due of the entire principal indebtedness and all interest evidenced by the Note during the twenty-four (24) month payment period including interest and liquidated damages for late or unpaid payments due on the Note; and (b) the full and complete payment of any and all fees and costs incurred pursuant to default under terms of the Note, whether litigation is involved or not, and if involved, whether at the trial or appellate levels or in pre- or post-judgment bankruptcy proceedings in enforcing or realizing upon the obligations of the Guarantor hereunder (the obligations of Guarantor under this Paragraph 1 are collectively hereinafter referred to as the "Obligations"). The Guarantor also agrees to be personally liable for all monthly benefit contributions, union dues and/or wages owed from the Company to the Funds, the District Council, all ancillary funds, and/or the participants that are due at the time the Note and Guaranty are entered into and/or are incurred and become due and owing for the duration of the Note, including all interest, liquidated damages, audit costs, attorneys' fees and costs.

2. Continuing Guaranty. This Guaranty shall be a continuing Guaranty, and shall not be discharged, impaired or affected by; (a) the existence or continuance of any obligation on the part of the Company with respect to the Note; (b) any forbearance or extension of the time of payment of the Note; (c) the validity or invalidity of the Note; (d) any defenses whatsoever that the Company or any of the party thereto may have to the performance or observance of any term, covenant or condition contained in the Note; (e) the existence or non-existence of the Company as a legal entity; (f) any limitation or exculpation of (other than the payment and performance in full of all of the Company's Obligations) that Guarantor may have as to his undertakings, liabilities and obligations hereunder, including any defenses based upon any legal disability of the Company or any discharge or limitation of the disability of the Company, whether consensual or arising by operation of law or any bankruptcy, insolvency or debtor-relief proceeding, or from any other cause, each and every such defense being hereby waived by the Guarantor.

3. Waivers. Guarantor waives diligence, presentment, protest, notice of dishonor, demand for payment, extension of time of payment, notice of acceptance of this Guaranty, non-payment at maturity and indulgences and notices of every kind not provided for under this Guaranty. It is the intention of this Guaranty that Guarantor shall remain liable as principal, notwithstanding any act, omission or thing that might otherwise operate as a legal or equitable discharge of Guarantor, until all of the Company's obligations shall have been fully paid and performed.

4. Subrogation. Notwithstanding anything to the contrary elsewhere contained herein or in the Note, the Guarantor(s) expressly waive with respect to the Company any and all rights at law or in equity to subrogation, to reimbursement, to exoneration, to contribution, to set off or to any other rights that could accrue to a surety against a principal, to the Guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker, and which the guarantor may have or hereafter acquire against the Company in connection with or as a result of Guarantor's execution, delivery and/or performance of this Guaranty or the Note. The Guarantor agrees that he or she shall not have or assert any such rights against the Company or its successors and

assigns or any other party (including any surety), either directly or as an attempted set off to any action commenced against the Guarantor by the Company (as borrower or in any other capacity) or any other person.

5. Independent Obligations. The Funds may enforce this Guaranty without first resorting to or without first having recourse to the Note; provided, however, that nothing herein contained shall preclude the Funds from suing on the Note or from exercising any other rights; and the Funds shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of any payment hereunder or enforcement hereof.

6. Acceleration. In the event that payments due under the Note shall be accelerated, the Guarantor's obligations hereunder shall also be accelerated without further notice from the Funds.

7. Effect of Bankruptcy. This Guaranty shall continue in full force and effect notwithstanding the institution by or against the Company of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Note in any such proceedings, or others.

8. Termination. This Guaranty shall remain in full force and effect as to the Guarantor until all of the Company's Obligations under the Note outstanding shall be finally and irrevocably paid in full. Payment of all of the Company's Obligations from time to time shall not operate as a discontinuance of this Guaranty. If after receipt of any payment of all or any part of the Company's Obligations, the Funds are for any reason compelled to surrender such payment to any person or entity, because such payment is determined to be void or voidable as a preference, impermissible set off, or a diversion of trust fund, or for any reason, this Guaranty shall continue in full force notwithstanding any contract action which may have been taken by the Funds in reliance upon such payment, and any such contrary action so taken shall be without prejudice to the Funds' rights under this Guaranty and shall be deemed to have been conditioned upon such payment having become final and irrevocable.

9. The Company's Financial Condition. The Guarantor assumes full responsibility for keeping fully informed of the Company's financial condition and all other circumstances affecting the Company's ability to perform its Obligations, and agree that the Funds will have no duty to report to Guarantor any information which the Funds receive about the Company's financial condition or any circumstances bearing on its ability to perform.

10. Expenses. The undersigned agrees to pay and reimburse the Funds for all cost and attorney's fees, which they may expend or incur in the enforcement of this Guaranty or any of the Company's Obligations under the Note.

11. Delay, Cumulative Remedies. No delay or failure by the Funds to exercise any right to remedy against the Company or Guarantor will be construed as a waiver of that right or remedy. All remedies of the Funds against the Company and the Guarantor are cumulative.

12. Binding Effect. This guaranty shall incur to the benefit of and may be enforced by the Funds, and shall be binding upon and enforceable against the Guarantor and Guarantor's heirs, legal representatives, successors and assigns. In the event of the death of the Guarantor, the obligations of such deceased Guarantor shall continue in full force and effect against his estate, personal representatives, successors and assigns. Without limiting the generality of the foregoing, the Funds (or their successors and assigns) may from time to time and without notice to undersigned, assign any and all of their rights under this Guaranty without in any way affecting or diminishing the obligations of the undersigned hereunder, who shall continue to remain bound by the obligated to perform under and with respect to this Guaranty as though there had been no such assignment.

13. Default. The Guarantor hereby authorizes irrevocably any attorney of any court of record to appear for him/her in such court, at any time after ten (10) days notice after default in any payment due under this Guaranty, and confess judgement against Guarantor, after service of notice of the claimed default, in favor of the Funds for such amount to be unpaid and owed thereon, including interest, liquidated damages and reasonable cost of collection including reasonable attorneys' fees. The Guarantor agrees to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgement, hereby ratify and confirming all that said attorney may do by virtue hereof.

14. Warranties. Guarantor makes to the Funds the following representations and warranties:

(a) Authorization. Guarantor has full right, power and authorization to enter into this Guaranty and carry out his obligations hereunder

(b) No Conflict. The execution, delivery and performance by Guarantor of this Guaranty will not violate or be in conflict with, results in a breach of, or constitute a default under, any indenture, agreement or any other instrument to which Guarantor is a party or by which Guarantor or any of his assets or properties is bound, or any order, writ, injunction or decree of any court or governmental institute.

(c) Litigation. There are no actions, suits or proceedings pending, or to the knowledge of Guarantor, threatened against or adversely affecting any Guarantor at law or in equity or before or by governmental agency or instrumentality that involve any of the transactions herein contemplated, or the possibility of any judgment or liability that may result in any material and adverse change in the financial condition of any Guarantor. Guarantor is not in default with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court.

(d) Enforceability. This guaranty is a legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the rights of creditors generally.

15. Notices. All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (I) delivered in person, (II) three (3) days after deposit in a regularly maintained receptacle of the United States mail as registered or Certified mail, postage prepaid, (III) when received if sent by private courier service, or (IV) on the day on which Guarantor refuses delivery by mail or by private courier service, and (b) addressed as follows:

In Case of Guarantor

In Case of the Funds:

Collection Counsel
Karen Englehardt
Allison, Slutsky & Kennedy
230 W Monroe St
Suite 2600
Chicago IL 60606

or such other addresses as may from time to time be designated by the party to be addressed by notice to the other in the manner hereinabove provided. The Funds will use their best efforts to send courtesy copies of notices provided hereunder to Guarantor's attorney, _____. But the failure by the Funds to send courtesy copies to Guarantor's attorney shall not limit or restrict the Funds' rights under this Guaranty in any manner nor relieve Guarantor of any obligations under this guaranty.

16. Additional Waivers. Guarantor expressly and unconditionally waives, in connection with any suit, action or proceeding brought by the Funds on this Guaranty, any and every right he or she may have to (I) injunctive relief, (II) a trial by jury, (III) interpose any counterclaim therein and (IV) seek to have the same consolidated with any other or separate suit, action or proceeding.

17. Severability. If all or any portion of any provision of this Guaranty is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Guaranty and the remaining provisions and portions hereof shall continue in full force and effect.

18. Applicable Law; Venue. This Guaranty and the transactions evidenced hereby shall be construed and interpreted under the laws of the State of Illinois. Guarantor, in order to induce the Funds to accept this Guaranty and

inter into the loan agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to or from this Guaranty shall be litigated, at the Fund's sole discretion and election, only in courts having a situs within the county of Cook, State of Illinois, Eastern Division. Guarantor hereby waives any right he or she may have to transfer or change the venue of any litigation brought against him by the Funds on this agreement in accordance with this paragraph.

19. Time is of the Essence. Time is of the essence of this Guaranty as to the performance of the undersigned.

20. Death of a Guarantor. In the event of the death of Guarantor, the Funds shall have the right to accelerate the indebtedness evidenced by the Note unless, within sixty (60) days of his death, Guarantor's estate assumes his obligations hereunder by an instrument satisfactory to the Funds and delivers to the Funds security for performance of such obligations satisfactory to the Funds.

IN WITNESS WHEREOF, the three undersigned Guarantors has executed this instrument as of the date and year first above written.

Tom Allwo

327-42-7153

Social Security Number

Date: 2-22-16

APPROVED AS TO FORM AND SUBSTANCE
ON BEHALF OF GUARANTOR;

Dated: _____

**LABORERS' PENSION FUND and)
LABORERS' WELFARE FUND OF THE)
HEALTH AND WELFARE DEPARTMENT)
OF THE CONSTRUCTION AND GENERAL)
LABORERS' DISTRICT COUNCIL OF)
CHICAGO AND VICINITY, and JAMES S.)
JORGENSEN, Administrator of the Funds,)**

y.

Defendants.

Judge Der-Yeghiayan

STATE OF ILLINOIS)
)
COUNTY OF COOK)

1. I am a Field Representative employed by the Laborers' Pension Fund and Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity (the "Laborers' Funds"), the Plaintiffs in the above referenced action. My responsibilities include oversight of the collection of amounts owed by various employers, including J & T Services, Inc. This affidavit is submitted in support of the Laborers' Funds' motion for reinstatement, default of the Installment Note and a prove up of balance owed.

1

20, 2005, as reflected by the Funds' records and as shown by the collective bargaining agreement.

3. On February 22, 2016, the Company entered into a Settlement Agreement and Release, an Installment Note which provided for payment of monthly installments in the amount of \$2,253.25, each month for a period of twenty-four months. The total amount owed was \$54,078.00, which includes interest. Payments began on May 1, 2016 and continued for twenty-four payments or through April 1, 2018. The Company failed to pay May 2017 through the present.

4. The balance owed is \$27,039.00, and once collected will credit the entire arrearage on the Installment Note.

FURTHER AFFIANT SAYETH NOT.

Subscribed and sworn to before me
this 14th day of August 2017.

Eugenia Mashos
NOTARY PUBLIC

Jim Fosco
James Fosco



**LABORERS' PENSION FUND and)
LABORERS' WELFARE FUND OF THE)
HEALTH AND WELFARE DEPARTMENT)
OF THE CONSTRUCTION AND GENERAL)
LABORERS' DISTRICT COUNCIL OF)
CHICAGO AND VICINITY, JAMES S.)
JORGENSEN,)**

No. 15 C 9013

Judge Edmond E. Chang

Defendants.

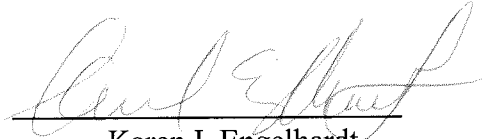
STATE OF ILLINOIS)
)
COUNTY OF COOK)

Exhibit 5

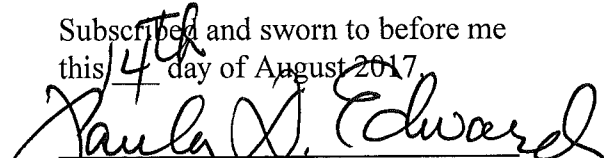
2. For all attorney time from July 1, 2017 forward, services were rendered to the Funds at the rate of \$225.00 per hour for shareholder, \$195.00 per hour for associates, and \$110.00 per hour for clerks/paralegals. In this cause, records for legal work on this matter were kept contemporaneously and are attached hereto.

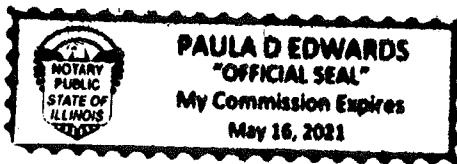
3. The attached description of hours worked sets forth the time expended from July 1, 2017 through August 14, 2017, by the firm's attorneys and paralegals in this matter. As set forth in that Exhibit, the Laborers' Funds have incurred legal fees to my firm in this matter in the amount of \$540.00.

FURTHER AFFIANT SAYETH NOT.


Karen I. Engelhardt

Subscribed and sworn to before me
this 4th day of August 2017.


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8/14/2017
2:32 PM

Allison, Slutsky & Kennedy, P.C.
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Clie. Selection Include: Labrs P&W 1
Refe. Selection Include: J & T Services
Slip Transaction Date 7/1/2017 - Latest

Rate Info - identifies rate source and level

Slip ID		Attorney	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
299649	TIME	K. Engelhardt	0.10	225.00	22.50
7/5/2017		Legal Services	0.00	C@1	
Billed	G:12436	8/3/2017 Labrs P&W 1	0.00		
Call w/ Fund		J & T Services	0.00		
299695	TIME	K. Engelhardt	0.10	225.00	22.50
7/7/2017		Legal Services	0.00	C@1	
Billed	G:12436	8/3/2017 Labrs P&W 1	0.00		
Report to Trustees		J & T Services	0.00		
300851	TIME	K. Engelhardt	0.40	225.00	90.00
8/7/2017		Legal Services	0.00	C@1	
WIP		Labrs P&W 1	0.00		
Call w/ J. Hatcher; letter to T. Alberto		J & T Services	0.00		
300857	TIME	K. Engelhardt	1.10	225.00	247.50
8/8/2017		Legal Services	0.00	C@1	
WIP		Labrs P&W 1	0.00		
Calls w/ J. Fosco, work on letter to T. Alberto draft Motion to reinstate and enter judgment		J & T Services	0.00		
300910	TIME	K. Engelhardt	0.70	225.00	157.50
8/9/2017		Legal Services	0.00	C@1	
WIP		Labrs P&W 1	0.00		
Draft J. Fosco affidavit; complete motion		J & T Services	0.00		
Grand Total					
		Billable	2.40		540.00
		Unbillable	0.00		0.00
		Total	2.40		540.00