

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

CENTRAL LABORERS' PENSION FUND, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
vs.)	NO. 16 C 4455
)	
BOSLY CONSTRUCTION, LLC,)	JUDGE ROBERT M. DOW, JR.
)	
Defendant.)	

AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Amended Settlement Agreement and Release ("Agreement") is made and entered into this _____ day of August, 2017, by and between the Plaintiffs, Central Laborers' Pension Fund, *et al.*, ("Funds") and Defendant, Bosly Construction, LLC, ("Bosly"), to resolve the above captioned lawsuit. The parties agree as follows:

1. Bosly has at all relevant times been bound to a collective bargaining agreement which obligated it to report and pay monthly contributions at the rates specified therein to the Funds.
2. Bosly submitted monthly contribution reports for the period of September 2015 through December 2016 indicating that there were contributions due on behalf of Bosly's employees in the amount of \$168,207.80 and liquidated damages in the amount of \$13,768.63. After applying payments made by Bosly totaling \$99,037.35, there remains a total of \$114,731.23 due in contributions and liquidated damages for September 2015 through December 2016 plus a shortage of \$649.80 for August 2016.
3. The Funds filed a lawsuit entitled *Central Laborers' Pension Fund, et al. v. Bosly Construction, LLC*, Case No. 16 C 4455 ("Lawsuit") to collect the contributions and liquidated

damages covering the period of September 2015 through the December 2016, plus attorney's fees and costs.

4. During the course of the Lawsuit, the Funds, through their accountants, performed a review of Bosly's payroll records for the period of June 1, 2014 to September 30, 2016. Based on that review, it was determined that Bosly owed to the Funds contributions of \$2,078.48 and liquidated damages in the amount of \$207.85. In addition, the Funds incurred audit fees in the amount of \$1,811.20 and pursuant to the Agreements and Declarations of Trust, Bosly is responsible for half of the audit fee or \$905.60.

5. The Funds incurred attorneys' fees in the amount of \$4,771.00 as of February 28, 2017.

6. In order to avoid the time and expense of continued litigation, the parties previously agreed to accept the total sum of \$109,424.98, plus 9.5% interest over a period of ten (10) months pursuant to a payment schedule set forth in a judgment note dated April 26, 2017 and conditioned on Bosly's satisfactory compliance with all terms and conditions of this Agreement. Upon final payment of the settlement value, the Funds agreed to waive the liquidated damages of \$13,768.63.

7. The parties have agreed to enter into this Amended Settlement Agreement which shall supersede the first settlement agreement addressed in Paragraph 6. After applying payments totaling \$25,000 submitted pursuant to the first settlement agreement, the parties agree to accept the total sum of \$87,147.37 plus 9.5% interest over the course of 12 months on the condition of Bosly's satisfactory compliance with all terms and conditions of this Agreement. Despite Bosly's default under the first settlement agreement, the Funds will agree to waive \$13,768.63 in liquidated damages upon satisfactory compliance with the terms of the Amended Settlement and the revised

Judgment Note.

8. In exchange for the above, Jasmin Bilich agrees to be jointly and severally liable for the amounts set forth in Paragraph 7. The parties agree that the personal guarantee agreed to by Mr. Bilich shall cease upon receipt by the Funds of the total amounts set forth in the payment schedule referenced in Paragraph 7 and set forth in Exhibit A of the Judgment Note.

9. Bosly agrees to remain current with respect of its submission to monthly reports and fringe benefit contributions that may become due throughout the period of the payment schedule set forth in Exhibit A to the Judgment Note.

10. In the event that Bosly fails to timely submit the payments as agreed in Paragraph 7 and set forth in Exhibit A to the Judgment Note or fails to submit current reports and contributions as they become due during the payment schedule, Bosly shall be considered in default of this Agreement. Bosly shall have a period of fourteen (14) days from the date of said default to cure its default. As a courtesy, the Funds and/or their attorneys will notify Bosly and its attorneys, Todd Miller and Kathleen Cahill, Allocco Miller & Cahill, P.C., that the Funds are aware of said default and may take action to enforce the Agreement in the event that the default is not cured within fourteen (14) days of said default. If Bosly has not cured its default within the agreed time period, the Funds shall be entitled to file a motion in this federal court to re-open the case for the limited purpose of entering judgment against Bosly and Jasmin Bilich for all unpaid installments due under the Judgment Note, the waived liquidated damages in the amount of \$13,768.63 and the Funds' reasonable attorneys' fees and costs incurred as a result of enforcing this Agreement. The parties further agree that the Funds may request that judgment be entered against Bosly only for the additional contributions and liquidated damages that may be owed

during the course of this Agreement and Judgment Note and Jasmin Bilich's liability shall not extend to any additional contributions and liquidated damages that may become due outside of the Judgment Note.

11. Through this Agreement, the Funds release Bosly, its owners, officers, directors and employees from any and all claims asserted in the Lawsuit and any and all claims they may have for the period of June 1, 2014 through February 2017 consisting of the known contributions, liquidated damages, audit fees, attorneys' fees and/or interest. Nothing in this Paragraph shall prevent the Funds from taking any action to enforce this Agreement or the Judgment Note, or from taking action to collect amounts due on behalf of previously unidentified individuals who may come forth and establish that they performed covered work for which contributions should have been paid on their behalf by Bosly.

12. Upon execution of this Settlement Agreement and the Judgment Note attached hereto and incorporated herein by reference, the Funds and Bosly will file an amended Stipulation of Dismissal requesting the Court to dismiss the Lawsuit without prejudice and to retain jurisdiction to enforce the terms of this Settlement Agreement through August 1, 2018. Absent a timely motion, said dismissal will be with prejudice on August 2, 2018.

13. It is further understood and acknowledged between the parties that nothing contained herein limits or modifies the right of the Funds to audit the payroll books of Bosly at such future time, as in the course of their regular audit program if such an audit may be requested, nor do the terms of this Agreement limit or modify the Funds' rights to recover from Bosly any additional contributions or liquidated damages which may become due or which may be found to have been due, as a result of such an audit for any time period not previously audited after October

1, 2016.

14. Nothing contained herein shall require the Funds to take legal action in the event of a breach of this Agreement. If the Funds decide in their sole discretion to allow additional time for Bosly to cure such breach, such allowance for additional time shall not be construed as a waiver of their rights under this Agreement.

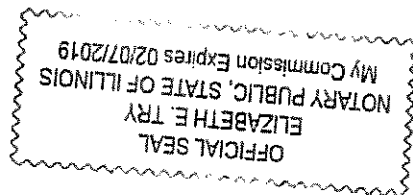
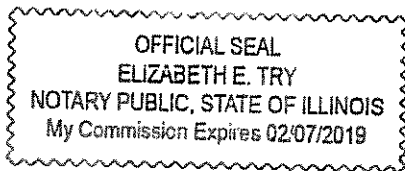
15. The parties agree that, other than as stated herein, no promises or inducements have been made or offered; that this Agreement is not executed with reliance upon any statements or representations other than as stated herein; that this Agreement contains the entire agreement between the parties hereto and shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns; and that this Agreement may be amended only by writing executed by all parties.

16. The parties agree and warrant that the individuals signing this Agreement have the capacity and authority and have secured all necessary approval, to execute this Agreement and bind the parties to its terms.

17. This Agreement may be executed in multiple or duplicate copies and each such executed copy shall be deemed to be an original.

Jeanne Raabe, Emp. Contr. Ltr.
Central Laborers' Pension Funds, et al.

Jasmin Bilich
Jasmin Bilich
Member of Bosly Construction, LLC



AMENDED JUDGMENT NOTE
Company Name

PROMISE TO PAY. For value received, Bosly Construction, LLC (employer) and Jasmin Bilich (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, after application of payment received from Obligor pursuant to the first judgment note, the principal amount of Eighty-seven Thousand One Hundred and Forty-seven and 37/100 Dollars (\$87,147.37), 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 fifteenth (15th) 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, if Obligor does not cure its default within 14 days. 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 will pay the Funds a total of \$87,147.37, as more specifically detailed on the attached Exhibit "B", which document is fully incorporated into and made a part of this Note. In exchange for Obligor's compliance with the terms of this note, the Liquidated Damages in the amount of \$13,768.35 shall be waived. 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. The Funds and Obligor agree that upon receipt by the Funds of the total amounts set forth on the attached Exhibit "A" this Note and its terms shall be terminated.

INDIVIDUAL LIABILITY. In the event of default under this Note, individual shall be liable only for the amounts referenced in Exhibit B, the waived liquidated damages in the amount of \$13,768.35 and the attorneys' fees and costs incurred in enforcing this Note. Any additional contributions which may come due throughout the course of the Note shall remain the Employer's responsibility.

Bosly Construction

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. Obligor shall have fourteen (14) days from said Default in which to cure its Default.

THE FUNDS' RIGHTS. If Obligor is in Default and does not cure said Default within 14 days of said 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. In addition to all other remedies the Funds may have upon Default hereunder or otherwise, the Funds specifically retain and do not waive the right to enforce this Note 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 reasonable 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' reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including reasonable 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 reasonable court costs and service of process fees in addition to all other sums and costs provided by law.

CONFESSION OF JUDGMENT. If Obligor is in Default, and the default has not been cured within the fourteen day grace period set forth herein, 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 reasonable attorneys' fees and costs and the waived liquidated damages in the amount of \$13,768.35 referenced earlier in this Note. Employer and the Funds further acknowledge that the Funds may request that judgment be entered against Employer only for the additional contributions and liquidated damages that may be owed during the course of this Note and individual's liability shall not extend to any additional contributions and liquidated damages that may become due. The Funds shall submit an affidavit signed by or on behalf of the Funds setting forth the balance of this Note then due plus reasonable 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

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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 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 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.

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AUTHORIZATION. Jasmin Bilich represents and warrants that he is the authorized agent of Bosly Construction, LLC and has the power and authority to execute and deliver this Note on behalf of Bosly Construction, LLC; and further represents and warrants that the execution, delivery and performance of this Note by Bosly Construction, LLC has been duly and validly authorized by all necessary member action and no additional 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 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.

Bosly Construction

Dated this ___ day of _____, 20__

OBLIGOR:

BOSLY CONSTRUCTION LLC
(Printed Name of Employer)

By: [Signature], Authorized Agent
(Signature)

JASMIN BILICH
(Printed Name Individual)

[Signature], Individually
(Signature)

ADDRESS OF OBLIGOR:

BOSLY CONSTRUCTION LLC
(Printed Name of Employer)

6520 N. Second St.
(Business Address)

Loves Park, IL 61111
(City, State, Zip Code)

815-708-8802
(Business Telephone Number)

815-509-2447
(Additional Telephone Number)

779-774-4154
(Business Facsimile Number)

boslycon@gmail.com
(Business E-mail Address)

JASMIN BILICH
(Printed Name of Individual)

1921 COLBI LN
(Home Address)

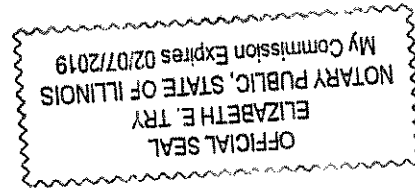
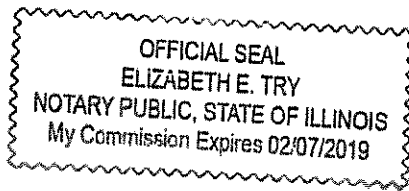
LOVES PARK IL 61111
(City, State, Zip Code)

SAME
(Home Telephone Number)

SAME
(Additional Telephone Number)

(Home Facsimile Number)

(Home E-mail Address)



Bosly Construction

STATE OF ILLINOIS)
) SS.
COUNTY OF)

Jasmin Bilich

On this 09/18/2017, 20 17, before me personally appeared JASMIN Bilich, known to me to be the person who executed the above and foregoing Judgment Note, Individually and on behalf of Bosly Construction (employer), and who represented to me that he/she and Bosly Construction (employer) were entering into said Judgment Note as their free act and deed for the uses and purposes therein set forth.

Elizabeth E. Try
NOTARY PUBLIC 9/18/2017

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BOSLY CONSTRUCTION LLC

BEGINNING DATE **7/17/2017**
 NUMBER OF PAYMENTS **12**
 SETTLEMENT AMOUNT **\$109,424.98**
 DOWN PAYMENT **4/1/2017**
 PRINCIPAL PAYMENT **7/17/2017**
 PRINCIPAL AMOUNT **\$84,424.98**
 INTEREST DUE FROM PRIOR PAY PLAN **\$2,722.39**
 INTEREST RATE **9.50%**

PMT #	DUE DATE	PRINCIPAL	INTEREST	TOTAL	
				PAYMENT	BALANCE
1	8/1/2017	\$7,262.28	\$465.16	\$7,727.45	\$79,885.09
2	9/1/2017	\$7,262.28	\$644.55	\$7,906.83	\$72,622.81
3	10/1/2017	\$7,262.28	\$567.05	\$7,829.34	\$65,360.53
4	11/1/2017	\$7,262.28	\$527.36	\$7,789.64	\$58,098.25
5	12/1/2017	\$7,262.28	\$453.64	\$7,715.92	\$50,835.97
6	1/1/2018	\$7,262.28	\$410.17	\$7,672.45	\$43,573.69
7	2/1/2018	\$7,262.28	\$351.57	\$7,613.85	\$36,311.40
8	3/1/2018	\$7,262.28	\$264.63	\$7,526.91	\$29,049.12
9	4/1/2018	\$7,262.28	\$234.38	\$7,496.66	\$21,786.84
10	5/1/2018	\$7,262.28	\$170.12	\$7,432.40	\$14,524.56
11	6/1/2018	\$7,262.28	\$117.19	\$7,379.47	\$7,262.28
12	7/1/2018	\$7,262.28	\$56.71	\$7,318.99	\$0.00
		\$87,147.37	\$4,262.54	\$91,409.91	