

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS**

JOSEY CRISOSTOMO,)	
)	
Plaintiff,)	
)	Case No. 16-cv-06406
v.)	
)	Honorable John Z. Lee
TRACEY L. SCHNEIDER-KIDAN and)	
ADAM KIDAN)	Magistrate Judge M. David
)	Weisman
Defendants.)	
)	

PLAINTIFF’S MOTION FOR ENTRY OF CONSENT JUDGMENT

Plaintiff, Josey Crisostomo, by and through his undersigned attorneys, hereby moves this Court for an Order entering a Stipulated Consent Judgment against Defendant Adam Kidan (“Kidán”) and Chartwell Staffing Services, Inc. d/b/a Chartwell Staffing Solutions (“Chartwell”) pursuant to an agreement between Plaintiff, Defendants and Chartwell. In further support of this Motion, Plaintiff states as follows:

1. Plaintiff filed his original Complaint on June 21, 2016, asserting claims for alleged unpaid wages and commissions, as well as other amounts for services performed while Plaintiff was employed at Chartwell, pursuant to the Illinois Wage Payment and Collection Act (“IWPCA”), 820 ILCS §§ 115 *et seq.* (D.E. 1). Plaintiff filed an Amended Complaint on September 29, 2016. (D.E. 20).
2. On March 27, 2018, the Plaintiff, Kidan and Chartwell entered into a Settlement Agreement, the terms of which required Kidan and Chartwell to pay Plaintiff the total gross sum of \$220,000.00 pursuant to a payment schedule, by which payments were to be postmarked by the first of each month beginning April 1, 2018 and final payment being postmarked by May 1, 2019. *See* Exhibit A, Settlement Agreement, ¶¶ 3-4.

3. Amongst other things, the Settlement Agreement provides that if Kidan and Chartwell fail to timely submit any payment by the postmark date, they may cure such failure within five (5) business days after receipt of written notice of non-payment. *Id.* at ¶ 5.

4. Furthermore, the Settlement Agreement provides that if Kidan and Chartwell fail to cure non-payment within the 5-day time period, they stipulate to the entry of a consent judgment against each of them, jointly and severally, without notice, for the remaining balance of the settlement payment amount, plus an amount equal to the then-remaining balance of the settlement payment amount, and any attorneys' fees and costs incurred by Plaintiff's counsel in attempting to recover such amounts. *Id.* at ¶ 5.

5. On February 6, 2019, Kidan and Chartwell were notified that the February payment had not yet been received. *See* Exhibit B, Correspondence. To date, neither Plaintiff, nor Plaintiff's Counsel, has received the February payment.

6. Pursuant to the Parties' Settlement Agreement, as a result of Kidan's and Chartwell's failure to timely submit payment and failure to timely cure non-payment, they each, jointly and severally, have stipulated to the entry of a consent judgment for the remaining balance of the Settlement Amount, \$110,000.00, plus liquidated damages of \$110,000.00, for a total amount of \$220,000.00, as well as attorneys' fees and costs incurred in recovering such amounts.

WHEREFORE, Plaintiff Josey Crisostomo hereby requests that this Court enter the Order for Entry of Stipulated Consent Judgment, attached hereto as Exhibit C.

Dated: February 22, 2019

Respectfully Submitted,

/s/ Catherine T. Mitchell

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I, the attorney, hereby certify that on February 22, 2019, I electronically filed the attached with the Clerk of the Court using the ECF system which will send such filing to all attorneys of record.

/s/ Catherine T. Mitchell