

THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

LOCAL 25 S.E.I.U. WELFARE FUND,	)	
	)	
Plaintiff,	)	
	)	1:17-CV-2082
v.	)	
	)	Judge Bucklo
CMS SOURCING SOLUTIONS, INC., a	)	
Michigan Corporation, d/b/a CMS	)	Magistrate Judge Schenkier
SOURCING SOLUTIONS,	)	
	)	
Defendant.	)	

SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiff and Defendant, as follows:

1. That in the interest of settling the legal action filed by Plaintiff against the Defendant, CMS SOURCING SOLUTIONS, INC., A Michigan Corporation, d/b/a CMS SOURCING SOLUTIONS, and without any admission herein of liability of the Defendant the parties have agreed to settlement of the pending action.

2. That Defendant hereby agrees to pay to Plaintiff the balance remaining due and owing on the prior Settlement Agreement in the amount of \$44,131.78, which amount shall be paid on or about the 15<sup>th</sup> of May 2017. In addition, the Defendant shall pay the current monthly contribution for the month of April 2017, on or about the 15<sup>th</sup> day of May 2017. Thereafter, as stated in Paragraph 3 hereof, payments on the outstanding arrearages shall commence on July 1, 2017.

3. That Defendant hereby agrees to pay to the Plaintiff the amount of \$192,712.54, which shall be paid in monthly installments commencing on July 1, 2017, and on the 1<sup>st</sup> day of each month thereafter, through and including June 1, 2020. Interest at 7% is included in the monthly payments.

Exh. "B"

4. That Defendant shall remain current and shall submit all current contributions on or before the 15<sup>th</sup> day of each month, commencing with the May contribution due on the 15<sup>th</sup> day of June 2017.

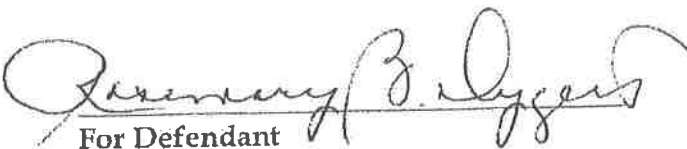
5. This Agreement releases all delinquencies claimed due and owing through the work period ending on March 31, 2017, including all accrued interest, liquidated damages, costs and attorneys' fees, and this release includes claims against all members, officers, directors, trustees and agent, past and present, as well as shareholders of Defendant. (It is agreed that CMS SOURCING SOLUTIONS, INC., A Michigan Corporation, d/b/a CMS SOURCING SOLUTIONS, has not been audited, and this Settlement is based on the accuracy of the reports submitted CMS SOURCING SOLUTIONS, INC., A Michigan Corporation, d/b/a CMS SOURCING SOLUTIONS, to the Funds, and in the event CMS SOURCING SOLUTIONS, INC., A Michigan Corporation, d/b/a CMS SOURCING SOLUTIONS, is audited, and discrepancies are found by the Fund Auditors, this Settlement Agreement shall not bar the Funds from seeking recovery for such delinquencies.) In the event Defendant is audited and the audit discloses that Defendant made overpayments to the Fund of the amounts due and owing to the Funds, then in that event the Defendant shall receive credit for such overpayments or, in the alternative, a refund of the amounts of the overpayments.

6. That the Court shall retain jurisdiction for the purpose of enforcement of the terms and provisions of the parties' Settlement Agreement.

7. (a) The above-entitled cause be and the same shall be dismissed without prejudice, subject to reinstatement only as set forth below and Plaintiff and anyone claiming through them agree not to sue and further agree to release and forever discharge Defendant and each of its past, present and future owners, directors, officers, agents, employees and the predecessors, successors and assigns of each of them, from any and all claims that were asserted in the above entitled lawsuit.
- (b) If Defendant fails to make any installment payment due hereunder, or any current contributions for work now being performed, the Defendant shall be considered in default.

- (c) Upon fourteen (14) days' written notice to Defendant of said default, and upon Defendant's failure to cure said default within the 14-day period, the Order of Dismissal entered in this cause shall be vacated and set aside and the above-captioned cause reinstated.
- (d) Upon Order of Dismissal having been vacated and set aside and upon this cause being reinstated, judgment shall be immediately entered in the amount remaining due and owing, and any additional amounts for current payments which accrue hereinafter.

IN WITNESS WHEREOF, the parties or their duly authorized agents, have duly executed this Settlement Agreement as of the day and year provided below.

  
For Defendant

Dated: May 24, 2017

  
For Plaintiff

Dated: 5-24-2017

ROBERT B. GREENBERG  
Asher, Gittler & D'Alba, Ltd.  
200 West Jackson Boulevard, Suite 1900  
Chicago, Illinois 60606  
(312) 263-1500 - Fax: (312) 263-1520  
rbg@ulaw.com  
IL ARDC#: 01047558