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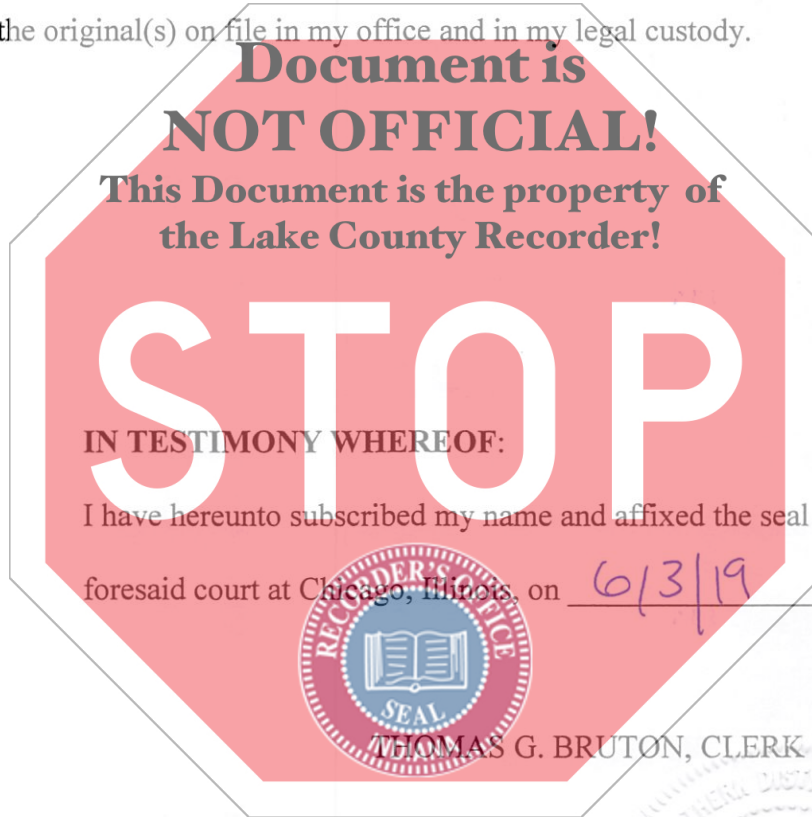
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MICHAEL B. BROWN
RECORDER

United States District Court

*Northern District of Illinois
Eastern Division*

I, Thomas G. Bruton, Clerk of the United States District Court for the Northern District of Illinois, do hereby attest and certify that the annexed document(s) is (are) a full, true, and correct copy of the original(s) on file in my office and in my legal custody.



IN TESTIMONY WHEREOF:

I have hereunto subscribed my name and affixed the seal of the
foresaid court at Chicago, Illinois, on 6/3/19.



THOMAS G. BRUTON, CLERK

By: J. Murray
Deputy Clerk



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

CENTRAL STATES, SOUTHEAST AND)
SOUTHWEST AREAS HEALTH AND)
WELFARE FUND; and ARTHUR H. BUNTE,)
JR., as trustee,)

Plaintiffs,)

v.)

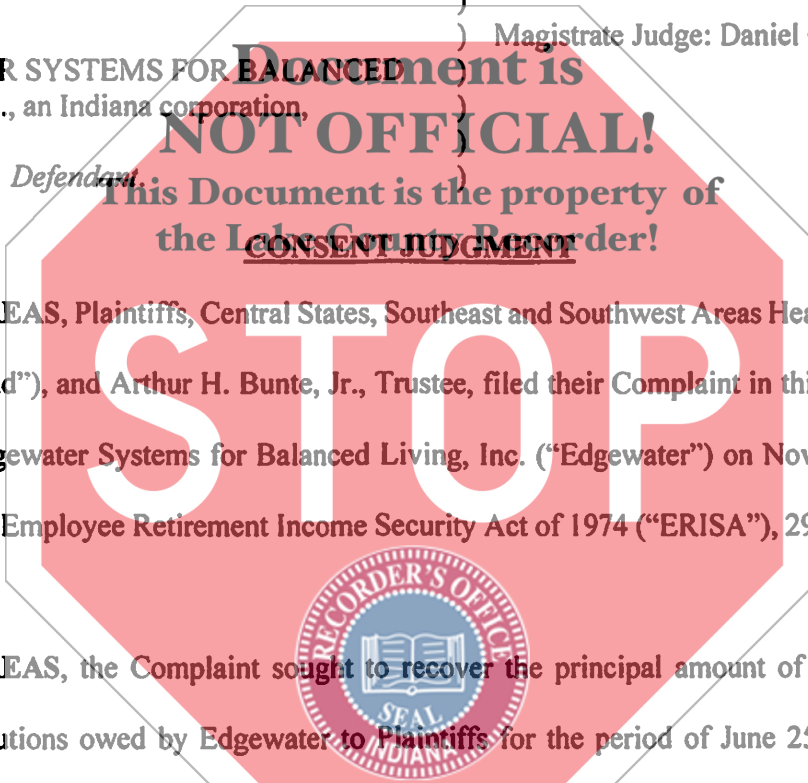
EDGEWATER SYSTEMS FOR BALANCED)
LIVING, INC., an Indiana corporation,)

Defendant.)

Case No. 17-cv-8040

Judge: Joan B. Gottschall

Magistrate Judge: Daniel G. Martin



WHEREAS, Plaintiffs, Central States, Southeast and Southwest Areas Health and Welfare Fund (the "Fund"), and Arthur H. Bunte, Jr., Trustee, filed their Complaint in this action against Defendant, Edgewater Systems for Balanced Living, Inc. ("Edgewater") on November 7, 2017, pursuant to the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001, et seq.; and

WHEREAS, the Complaint sought to recover the principal amount of \$362,993.28 in unpaid contributions owed by Edgewater to Plaintiffs for the period of June 25, 2017 through September 2, 2017, plus interest, liquidated damages, attorneys' fees, and costs as provided under ERISA, 29 U.S.C. § 1132(g)(2); and

WHEREAS, Edgewater filed its Answer and Affirmative Defenses to the Complaint on January 23, 2018, and an Amended Answer and Affirmative Defenses to the Complaint on January 30, 2018; and

WHEREAS, after the filing of its Amended Answer, and during the parties' settlement negotiations, Edgewater has remitted a total of \$120,000.00 in payments toward the amounts

demanded in the Complaint to the Fund (the "Interim Payments"), of which \$82,701.25 was applied toward the outstanding principal balance of the unpaid contributions and \$37,298.75 was applied toward delinquent interest amounts outstanding thereon at the time of receipt of the payments, pursuant to the Fund's Trust Agreement; and

WHEREAS, following the Fund's receipt and application of the Interim Payments, the principal amount of \$280,292.03 in unpaid contributions remains outstanding for the period of June 25, 2017 through September 2, 2017; and

WHEREAS, pursuant to a Settlement Agreement between the parties, the parties now consent and stipulate to the entry of judgment against Edgewater and in favor of the Plaintiffs, as set forth below.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

- (a) That Plaintiffs have and recover judgment from and against Edgewater in the total amount of \$378,597.56. This amount consists of:
- (i) the outstanding principal balance of \$280,292.03 in unpaid contributions for the period of June 25, 2017 through September 2, 2017, based upon the work history reported by Edgewater;
 - (ii) \$1,036.80 in delinquent interest on the unpaid contributions through April 1, 2019;
 - (iii) \$72,598.66 in liquidated damages on the past due contributions demanded in the Complaint;
 - (iv) \$23,988.00 in attorneys' fees; and
 - (v) \$682.07 in costs.

(b) That Plaintiffs are awarded post-judgment interest on the entire judgment balance at the greater of (i) an annualized interest rate equal to two percent (2%) plus the prime interest rate established by JPMorgan Chase Bank, NA for the fifteenth (15th) day of the month for which the interest is charged, or (ii) an annualized interest rate of 7.5%; and such interest shall be compounded annually.

(c) That specifically excluded from this judgment and not barred under the doctrines of res judicata, collateral estoppel, or claim preclusion, are:

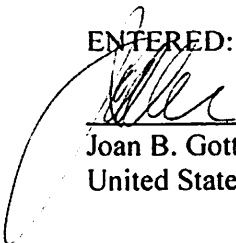
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- (i) Any claim for contributions (or interest thereon) for any period of time other than the period of June 25, 2017 through September 2, 2017; and
- (ii) Any claim for contributions (or interest thereon) for any period of time (including June 25, 2017 through September 2, 2017) on behalf of any employee whose work history was not reported or was inaccurately reported to the Fund;

(d) That this Judgment may be satisfied and discharged in accordance with the terms of the Settlement Agreement entered on or about May 1, 2019, by and between the Fund and Edgewater.

(e) That Plaintiffs are awarded execution for collection of the judgment and costs granted, subject to the terms of the parties' Settlement Agreement.

Dated: May 3 2019

ENTERED:


Joan B. Gottschall
United States District Judge

STIPULATED AND APPROVED:

Central States, Southeast and Southwest
Areas Health and Welfare Fund; and Arthur
H. Bunte, Jr., as trustee, Plaintiffs

Edgewater Systems for Balanced Living, Inc.,
Defendant

By: /s/ Corey J. Jahner

By: /s/ with consent of Christopher S. Hennessy

Its: Attorney

Its: Attorney

