

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

JOSEPH HEALEY, TOM O'DRISCOLL,
ALAN PORTER, JAMES B. HOWLAND,
KARL DIEDE, JIM TIMOTHY and JOHN
RYAN, on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION
NO. 134, FREEMAN ELECTRICAL, INC.,
GLOBAL EXPERIENCE SPECIALISTS, INC.,
and METROPOLITAN PIER AND
EXPOSITION AUTHORITY,

Defendants.

No. 11 cv 8892

Judge Matthew F. Kennelly
Magistrate Judge Jeffrey Cole

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into by and between the following parties: the Plaintiffs in the above matter both individually and, for those appointed as class representatives by the Court, in their capacity as class representatives, Defendant International Brotherhood of Electrical Workers, Local Union No. 134, and Defendant Freeman Electrical, Inc., by and through their respective counsel of record.

1. DEFINITIONS

- 1.1 "Action" shall mean the civil action filed on December 14, 2011, in the United States District Court for the Northern District of Illinois, Eastern Division, entitled, *Joseph Healey, et al. v. Local 134 International Brotherhood of Electrical Workers, et al.*, Case No. 1:11-cv-08892.
- 1.2 "Agreement" shall mean this Class Action Settlement Agreement and Release.
- 1.3 The "Certified Class" shall mean all Local 134 members who were laid off by Freeman and GES between August 12, 2011 and September 30, 2011.
- 1.4 "Class Counsel" shall mean Despres, Schwartz & Geoghegan, Ltd.

- 1.5 “Class Members” shall mean all members of the Certified Class who have not opted out of class membership. Such Class Members shall specifically include all of the people included in the definitions of Freeman Class Members and GES Class Members below.
- 1.6 “Class Representatives” shall mean the Plaintiffs previously appointed by the Court to serve as class representatives.
- 1.7 “Complaint” shall mean the operative complaint in this Action, filed on April 5, 2012, including the amendments thereto.
- 1.8 “Court” refers to the trial court in which this Action was brought.
- 1.9 “Final Judgment as to Action” shall mean the final resolution of this Action.
- 1.10 “Final Judgment as to Local 134 and Freeman” shall mean the last Court order to be entered relating to (1) the Court order granting final approval of the Agreement and judgment entered by the Court with respect to Local 134 and Freeman, and (2) any Court order thereafter awarding attorneys’ fees with respect to the Agreement.
- 1.11 “Freeman” shall mean Defendant Freeman Electrical, Inc.
- 1.12 The “Freeman Class Members” shall mean the members of the Certified Class who were employed by Freeman, except for the four potential Freeman Class Members who opted out of the Certified Class. Such Freeman Class Members shall specifically include Plaintiff Karl Diede, Plaintiff Joseph Healy, Plaintiff James Howland, Plaintiff Thomas J. O’Driscoll, Plaintiff Alan Porter, Plaintiff James Timothy, Ronald Aguilar, Tim Becvar, Thomas Blackshere, Michael Bragg, Charles Brown, Thomas Bruhns, Alvin Carr, Rheava Crockett, David Flores, Gordon Gaston, William Hanetho, William Heveran, Jeff Hoffman, Owen Houser, James Jett, Diann Kelley, Louis Labellarte, Joe McCullough, Yassin Namdar, Eamon O’Sullivan, Michael Ramirez, Timothy Ryan, Dennis Shewmake, Gary Smith, Boris Taylor, Jeffrey Todd, Kevin Triplett, and Marco Villalobos.
- 1.13 “GES” shall mean Defendant Global Experience Specialists, Inc.
- 1.14 The “GES Class Members” shall mean the members of the Certified Class who were employed by GES, except for the one potential GES Class Member who opted out of the Certified Class. Such GES Class Members shall specifically include Plaintiff John Ryan, Harry Bjorklund, William Creamer, Robert Crooks, Steve Daguerra, Barry David, James Kane, Timothy McQueeney, Elsa Nyberg, Kevin Vanko and Thaddeus Widomski.
- 1.15 “Local 134” shall mean Defendant International Brotherhood of Electrical

Workers, Local Union No. 134.

- 1.16 “MPEA” shall mean Defendant Metropolitan Pier & Exposition Authority.
- 1.17 The “Parties” to the Agreement shall mean Local 134, Freeman, and the Plaintiffs.
- 1.18 “Preliminary Approval Order” shall mean the Court order granting preliminary approval of this Agreement and authorizing issuance of the notice.
- 1.19 “Principal Agreement” shall mean the Principal Agreement between the Electrical Contractors’ Association of the City of Chicago and Local 134, to which Freeman is a signatory.

2. RECITALS

This Agreement is entered into with regard to the following facts:

- 2.1 On or about December 14, 2011, Plaintiffs filed this Action on behalf of themselves and a putative class of similarly situated employees. On or about December 20, 2011, Plaintiffs filed an Amended Complaint. On or about April 5, 2012, Plaintiffs filed a Second Amended Complaint.
- 2.2 In the Complaint, Plaintiffs allege that they were laid off from their jobs with Freeman and GES as a result of certain agreements, entitled Interpretive Side Letters, between Local 134 and Freeman and Local 134 and GES, and certain agreements, entitled McCormick Place Utility Service Agreements, between Freeman and MPEA and Local 134 and MPEA. Plaintiffs further allege that by entering into the Interpretive Side Letters, Local 134 breached its duty of fair representation to the Class Members and Freeman and GES breached the Principal Agreement. Plaintiffs further allege that by entering into the McCormick Place Utility Service Agreements, MPEA engaged in intentional interference with contracts. In addition, Plaintiffs allege that the Interpretive Side Letters and McCormick Place Utility Service Agreements violated state law, specifically the MPEA Act.
- 2.3 On July 24, 2012, the Court entered an order dismissing Plaintiffs’ claims against MPEA.
- 2.4 On August 21, 2014, the Court entered an order approving a partial class settlement of all claims against GES in the Action.
- 2.5 Plaintiffs believe this Action is meritorious and that this Action is appropriate for class action treatment. Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Local 134 and Freeman

through summary judgment, trial, and any possible appeals. Plaintiffs are also aware that the Agreement avoids additional burdens to unnamed Class Members in responding to discovery, attending depositions, and testifying at hearings and/or trial as needed. Plaintiffs are aware of the burdens of proof necessary to establish liability for the claims asserted in this action and the defendants' defenses thereto. Based on the foregoing, Plaintiffs have determined that the settlement set forth in this Agreement is fair, adequate, and reasonable and is in the best interests of the Plaintiffs and the Class Members.

- 2.6 Local 134 denies any liability or wrongdoing of any kind associated with the claims alleged and maintains that its practices have at all times been lawful and proper. Local 134 has concluded, however, that it is in its best interest to settle this Action on the terms set forth in this Agreement in order to avoid further litigation, expense and inconvenience.
- 2.7 Freeman denies any liability or wrongdoing of any kind associated with the claims alleged and maintains that its practices have at all times been lawful and proper. Freeman has concluded, however, that it is in its best interest to settle this Action on the terms set forth in this Agreement in order to avoid further litigation, expense and inconvenience.
- 2.8 On or about August 22, 2013, the Court certified a class pursuant to Federal Rule of Civil Procedure 23(b)(3), consisting of all Local 134 members who were laid off by Freeman and GES between August 12, 2011 and the end of September 2011 (the "Certified Class").
- 2.9 The Certified Class consists of Local 134 members who were employed by both GES and Freeman. Twelve (12) members of the Certified Class were employed by GES. Thirty-eight (38) members of the Certified Class were employed by Freeman.
- 2.10 On or about September 4, 2013, Class Counsel mailed a notice of Class Action Lawsuit to the Certified Class.
- 2.11 The period to opt out of the Certified Classes expired on October 15, 2013, and John Farkas was the only member of the Certified Class who opted out of the Action. Mr. Farkas was a potential GES Class Member.
- 2.12 After the expiration of the opt-out period, four potential Freeman Class Members requested exclusion from the class through Class Counsel. In each case, Class Counsel moved for exclusion of the potential class member, and the Court granted the motion. As a result, these four potential Freeman Class Members, Robert Duffy, William Fitzgerald, Vito Pietrarosso, and William Vavrek, have been excluded from the Certified Class.
- 2.13 Plaintiffs have concluded that the settlement reflected in this Agreement is fair,

reasonable, and adequate and is in the best interest of the Class Members.

- 2.14 The entry of Final Judgment as to Local 134 and Freeman in this Action shall dismiss with prejudice all claims that were alleged or could have been alleged in the Action against Local 134 and/or Freeman. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this settlement reflected in this Agreement, to effectuate its terms, and to dismiss this Action with prejudice with respect to Local 134 and Freeman.

3. TERMS OF SETTLEMENT

- 3.1 Local 134 Settlement Payment. Within fourteen (14) days after entry of the Final Judgment as to Local 134 and Freeman, Local 134 shall pay each Class Member a payment of \$7,481.48, less any applicable taxes and other withholdings, subject to the provisions of Paragraph 4.5 below (the “Local 134 Payment”).
- 3.2 Freeman Settlement Payment. Within fourteen (14) days after entry of the Final Judgment as to Local 134 and Freeman, Freeman shall pay each Freeman Class Member a payment of \$22,549.02, less any applicable taxes and other withholdings, subject to the provisions of Paragraph 4.5 below (the “Freeman Payment”).
- 3.3 Class Counsel Fees. Class Counsel, on behalf of the Class Members, shall make an application to the Court for an award of attorneys’ fees and expenses. Local 134 and Freeman agree that a fee and expense application of up to \$541,666.67, less a deduction of \$20,000 that will be recouped by the Class Members through the Settlement Payments set forth in Paragraphs 3.1 and 3.2, for a net total of \$521,666.67, is fair and reasonable and do not object thereto.
- 3.4 Freeman Offer of Employment. Within fourteen (14) days after entry of the Final Judgment as to Local 134 and Freeman, Freeman shall make an offer of employment on a long call to each of the Freeman Class Members. Freeman shall make the offer in writing and enclose it with the Freeman Settlement Payment. Each Freeman Class Member shall have fourteen (14) days to accept or decline this offer of employment. Any Freeman Class Member who accepts this offer will be treated the same as any other member of Local 134, with the addition of the protections identified below in Paragraph 3.5.
- 3.5 Non-Retaliation, Non-Discrimination.
- (a) Non-retaliation. Freeman will not retaliate against any Freeman Class Member who is a party to this settlement because of his or her participation in the Action.
 - (b) Non-discrimination. Consistent with the terms of the Principal Agreement,

Freeman will not discriminate against any Freeman Class Member who is a party to this settlement in the assigning of work or hours or in any other manner. For the purposes of the Agreement, “discriminate” shall be defined as treating any Freeman Class Member differently than any other employee with respect to the assigning of work or hours because of such Freeman Class Member’s participation in the Action. To “discriminate” also shall include any discrimination against any Freeman Class Member in violation of state, federal or other applicable laws.

- (c) Enforcement. For a three (3) year period, Freeman will refer claims of retaliation or discrimination made by Freeman Class Members to either the referral appeals committee identified in the Principal Agreement or the dispute resolution process contained in any successor labor agreement thereto. It is understood by the Parties that Local 134 is not obligated to represent the Freeman Class Members with respect to claims of retaliation or discrimination alleged in connection with their participation in this action. For purposes of adjudicating any such retaliation claims, the standard to be applied will be whether the employment action in question occurred because of retaliation or discrimination on the basis of participation in the Action. For purposes of adjudicating any such claims, the standard to be applied will be whether any meaningful disparity in the assignment of work or other condition of employment is: (1) consistent with the Principal Agreement; and (2) materially related to a legitimate business concern of Freeman. The Parties specifically recognize that included in these legitimate business concerns are matters such as ability to timely, efficiently, and safely perform work and the possession of “special skills” formally recognized by Local 134 and Freeman, including but not limited to familiarity with the electrical systems at McCormick Place. The Parties specifically recognize the rights and obligations in Section 2.02, 2.12, 4.17 and 12.01 of the Principal Agreement. Notwithstanding any other provision of this Agreement, no discrimination that is otherwise unlawful or a breach of the Principal Agreement shall be defensible on any grounds.

3.6 Release of Claims.

- (a) Released Claims by Class Members. Each of the Class Members (other than those who opt out by following the opt-out instructions in the Motion and in accordance with the terms herein) shall execute a Release of Claims in favor of Freeman and Local 134 (the “Release”) as part of the consideration to be received by Freeman and Local 134 under the Agreement. Neither the Plaintiffs nor any of the other class members are releasing any claims against MPEA.
- (b) Each Class Member who is under age forty (40) shall execute the Release

which is attached hereto as **Exhibit A-1**. Each Class Member who is age forty (40) or over shall execute the Release which is attached hereto as **Exhibit A-2**. The Parties hereby incorporate by reference the terms and definitions contained in Exhibits A-1 and A-2, as if they were fully set forth herein.

4. NOTICE, OPT-OUT, AND DISTRIBUTION PROCESS

- 4.1 Consent by Class Representatives. Class Counsel has discussed the effects of the settlement provided for in this Agreement with all Class Representatives, and they consent to the Agreement.
- 4.2 Notice. Class Counsel will distribute notice of the Agreement and of the right to object to it to each of the Class Members within one week of the Court's preliminary approval of the Agreement. Class Counsel will mail the notice attached hereto as **Exhibit A-3** to all Class Members, enclosing the relevant release.
- 4.3 Objections. All Class Members shall have thirty (30) days from the distribution of the notices to file objections to the Agreement with the Clerk of the Court, as set forth in Exhibit A-3.
- 4.4 Opt Out. Class Members shall have thirty (30) days from the distribution of the notices to submit their executed Release to Class Counsel or opt out of the Agreement pursuant to the opt-out instructions contained in Exhibit A-3. Class Counsel shall timely provide to counsel for both Freeman and Local 134 an original copy of each Class Member's executed Release and shall certify to counsel for both Freeman and Local 134 which Releases or requests to opt out were timely or untimely received. Class Counsel will timely notify Class Members whose Releases or opt-outs are untimely or denied for other reasons.
 - (a) If any of the Class Members timely opt out of this Agreement or revoke a Release he/she has executed, any party hereto shall have the right, in his, her or its sole discretion, to withdraw from this Agreement within 10 (ten) days of his, her or its receipt of notice that the Class Member is opting out of the Agreement.
 - (b) If any party exercises his, her or its right to withdraw pursuant to this provision, this Agreement will be null and void, and the Parties will be returned to their respective positions *status quo ante* as if this Agreement had never been made, and the Parties will be relieved from any stipulation or orders made in connection with this Agreement. Any election to withdraw from this Agreement on this basis shall be made prior to Final Judgment as to Local 134 and Freeman and notice shall be provided to the other parties and to the Court.

- (c) If, for whatever reason the Agreement does not become final, the fact that the Parties were willing to stipulate as provided in this Agreement shall have no bearing on, or be admissible in connection with, this Action or any other proceeding.

4.5 Distribution of Payment to Class Members.

- (a) Local 134 is only obligated to pay, and only agrees to pay, the Local 134 Payment to those Class Members who submit a timely and validly executed Release pursuant to Paragraph 3.6 of this Agreement. To be timely, the Release must be postmarked or faxed by the date indicated in the Motion. To be valid, the Release must be completed in full and signed by the Class Member under penalty of perjury.
- (b) Freeman is only obligated to pay, and only agrees to pay, the Freeman Payment to those Freeman Class Members who submit a timely and validly executed Release pursuant to Paragraph 3.6 of this Agreement. To be timely, the Release must be postmarked or faxed by the date indicated in the Motion. To be valid, the Release must be completed in full and signed by the Class Member under penalty of perjury.
- (c) Assuming that the Agreement is not cancelled pursuant to Paragraph 4.4(a) above, Local 134 shall prepare and mail via overnight mail checks made payable to each Class Member for \$7,481.48, less any applicable taxes and other withholdings, after the entry of the Final Judgment as to Local 134 and Freeman and within fourteen (14) business days after its receipt of each Class Member's timely executed and submitted Release and IRS Form W-9, provided no Class Member revokes any revocable Release.
- (d) Assuming that the Agreement is not cancelled pursuant to Paragraph 4.4(a) above, Freeman shall prepare and mail via overnight mail checks made payable to each Freeman Class Member for \$22,549.02, less any applicable taxes and other withholdings, after the entry of the Final Judgment as to Local 134 and Freeman and within fourteen (14) business days after its receipt of each Class Member's timely executed and submitted Release and IRS Form W-9, provided no Freeman Class Member revokes any revocable Release.

4.6 Payment of Attorneys' Fees to Class Counsel.

- (a) Class Counsel, on behalf of the Class Members, shall make an application to the Court for an award of attorneys' fees and expenses. Local 134 and Freeman agree that a fee and expense application of up to \$541,666.67, less a deduction of \$20,000 that will be recouped by the Class Members

through the Settlement Payments set forth in Paragraphs 3.1 and 3.2, for a net total of \$521,666.67, is fair and reasonable and do not object thereto.

- (b) Within fourteen (14) business days after the entry of the order awarding attorneys' fees and expenses to Class Counsel, Local 134 and Freeman shall pay the amount awarded by the Court (the "Class Counsel Fee") to Class Counsel. Local 134 shall not pay any more than \$138,333.33 of this Class Counsel Fee (the "Local 134 Portion"). Freeman shall not pay any more than \$383,333.34 of this Class Counsel Fee (the "Freeman Portion").

4.7 Defendants' Total Settlement Liability.

- (a) If timely paid pursuant to this Agreement, the Local 134 Payment and Local 134 Portion of the Class Counsel Fee shall represent Local 134's total settlement liability, inclusive of administrative expenses, class representative fees, costs, expenses, attorneys' fees, interest and any other charges.
- (b) If timely paid pursuant to this Agreement, the Freeman Payment and the Freeman Portion of the Class Counsel Fee shall represent Freeman's total settlement liability, inclusive of administrative expenses, class representative fees, costs, expenses, attorneys' fees, interest and any other charges.

5. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

5.1 Promptly upon execution of this Agreement, Class Counsel shall file a Motion for Preliminary Approval seeking a determination by the Court as to the fairness, adequacy, and reasonableness of the Agreement and seeking entry of a Preliminary Approval Order in the form attached hereto as **Exhibit A-4**. The Motion for Preliminary Approval and the Preliminary Approval Order shall include the following:

- (a) The scheduling of a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable, and adequate as to the Class;
- (b) Approval as to form and content of the proposed notice, including the instructions regarding how to opt out;
- (c) Approval as to form and content of the proposed Release of Claims;
- (d) Direction of the mailing of the notices and the Releases by first class mail to the Class Members; and

- (e) Preliminary approval of this Agreement and the settlement reflected herein.

6. GOOD FAITH SETTLEMENT

- 6.1 The Parties hereby agree that the settlement provided for in this Agreement was entered into in good faith, such that Local 134 and Freeman are discharged from any and all liability for the claims brought in this Action, including, but not limited to, being discharged from any liability to pay indemnification or contribution to any other party, including, but not limited to, MPEA, for claims that were raised or could have been raised in the Action.

7. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

- 7.1 Following preliminary approval by the Court of this Agreement and the settlement reflected in it and the completion of the relevant related processes described herein, Class Counsel shall file a motion with the Court seeking entry of an order of Final Judgment as to Local 134 and Freeman, in the form attached hereto as **Exhibit A-5**, which shall contain the following provisions:
 - (a) Approving the settlement reflected in this Agreement, adjudging the terms thereof to be fair, reasonable, and adequate, finding that the settlement was entered into in good faith, such that Local 134 and Freeman are discharged from any and all liability for the claims brought in the Action, including, but not limited to, being discharged from any liability to pay any potential claim for indemnification or contribution by any other party, including, but not limited to, MPEA, for claims that were raised or could have been raised in the Action, and directing consummation of its terms and provisions;
 - (b) Approving Class Counsel's petition for an award of attorneys' fees and reimbursement of costs in an amount not to exceed \$541,666.67;
 - (c) Dismissing all claims in this Action against Local 134 and Freeman (including all individual claims and claims of the Certified Class presented therein) with prejudice, without fees or costs to any party except as provided in this Agreement;
 - (d) Incorporating the Release of Claims set forth in Paragraph 3.6 herein, including all subparts thereto and Exhibit A-1 and Exhibit A-2 hereto, and forever discharging the Releasees (as defined in Exhibits A-1 and A-2) from any claims or liabilities arising from or related to this Action or the Released Claims;

- (e) Permanently barring and enjoining the Class Members who have not been timely and properly excluded from the Class and any person acting on their behalf from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory, or other proceeding or order in any jurisdiction against the Releasees based on or relating to the claims and causes of actions, or the facts and circumstances relating thereto, in this Action or the Released Claims; and (ii) organizing such non-excluded Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit against the Releasees based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action or the Released Claims;
- (f) A finding that all Class Members have been provided with actual notice of the Agreement and the settlement provided for herein; and
- (g) Retaining jurisdiction solely for the purpose of addressing: (i) enforcing this Agreement and the settlement reflected in it except to the extent the settlement agreement provides for an alternate enforcement procedure (i.e. Paragraph 3.4(c)); (ii) addressing settlement administration matters; and (iii) addressing post-Final Judgment matters as may be appropriate under applicable legal procedures, court rules, and enforcement of this Agreement and the settlement reflected in it.

8. INADMISSIBILITY OF THIS AGREEMENT IF NOT APPROVED

- 8.1 If this Agreement is not approved by the Court or for whatever reason does not become final and binding, the Agreement shall not be used or be admissible in the Action or any subsequent proceedings either in this Court or in any other court or forum.

9. PARTIES' AUTHORITY

- 9.1 The respective signatories to this Agreement represent that they are fully authorized to enter into this Agreement and bind the respective Parties to its terms and conditions.

10. MUTUAL FULL COOPERATION

- 10.1 The Parties agree to fully cooperate with each other to accomplish the terms of

this Agreement, including but not limited to, the execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Agreement. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of GES and its counsel, take all necessary steps to secure the Court's Final Judgment.

11. NO PRIOR ASSIGNMENTS

- 11.1 The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released or discharged in this Agreement.

12. NO ADMISSION

- 12.1 Nothing contained in this Agreement is to be construed as or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Local 134, Freeman or any of the Releasees, and Local 134, Freeman and the Releasees deny liability therefore. Each of the Parties has entered into this Agreement with the intention to resolve his, her or its disputes without assessing blame or liability. This Agreement is a settlement document and shall be inadmissible as evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

13. NOTICES

- 13.1 Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

- (a) To the Class:

Sean Morales-Doyle
Despres, Schwartz & Geoghegan, Ltd.
77 W. Washington Street, Suite 711
Chicago, Illinois 60602
312-372-7391 (facsimile)

- (b) To Local 134:

Karen M. Rioux
Whitfield McGann & Ketterman
111 East Wacker Drive
Suite 2600
Chicago, IL 60601

(a) To Freeman:

Grady B. Murdock, Jr.
Kathryn E. Siegel
Littler Mendelson, P.C.
321 North Clark Street
Suite 1000
Chicago, IL 60654

14. RETURN OF DOCUMENTS

14.1 Class Counsel agrees to return all documents and electronic information produced by Local 134 and Freeman during the course of this Action within 30 days of the Final Judgment as to this Action. Class Counsel further agrees not to use, not to disseminate, not to retain, to permanently delete, and/or to destroy all copies of all documents and electronic information produced by Local 134 and Freeman during the course of this Action within 30 days of the Final Judgment as to this Action.

15. CONSTRUCTION

15.1 The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

16. CAPTIONS AND INTERPRETATIONS

16.1 Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision. Each term of this Agreement is contractual and not merely a recital.

17. MODIFICATION

17.1 This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties, and once approved by the Court, any modifications to this

Agreement must also be approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

18. INTEGRATION CLAUSE

18.1 This Agreement contains the entire agreement between the Parties relating to the resolution of this Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged into this Agreement. No rights under this Agreement may be waived except in writing.

19. BINDING ON ASSIGNS

19.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

20. CLASS MEMBER SIGNATORIES

20.1 It is agreed that because the Class Members are numerous, it is impractical to have each Class Member execute this Agreement. The notice will advise all Class Members of the binding nature of the release and permit them to request a copy of this Agreement if they so desire. Excepting only the Class Members who timely opt out of the settlement reflected in this Agreement, the notice shall have the same force and effect as if this Agreement were executed by each Class Member.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

22. PUBLIC COMMENT

22.1 The Class Members and Class Counsel shall not issue any press release or similarly initiate publicity regarding the Agreement or any aspect of the settlement reflected in it with any representative of any print, radio, television, electronic, or web-based media.

23. TERMINATION OF THIS AGREEMENT

23.1 Except as otherwise provided herein, in the event the Agreement is terminated or fails to become effective for any reason, other than a breach by any of the Parties, the Parties to this Agreement will be returned to their respective positions *status quo ante* in this Action as of October 6, 2014.

24. APPLICABLE LAW

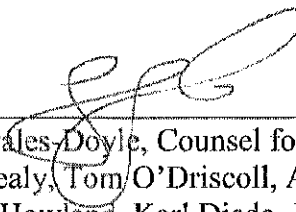
24.1 The Parties agree that this Agreement and its exhibits shall be governed by and interpreted according to the laws of the State of Illinois, without giving effect to any conflict of law principles or choice of law principles.

25. EFFECT OF COURT ORDERED MODIFICATION

25.1 To the extent that the Court makes immaterial changes to this Agreement or to any document described herein or appended hereto, the Parties shall nonetheless be bound to perform their obligations under the Agreement. However, to the extent that the Court makes material changes, each of the Parties has the right to withdraw from the Agreement; if so, all Parties will be returned to their respective positions *status quo ante* with respect to this Action as if this Agreement had never been made, and all Parties will be relieved from any orders or stipulations made in connection with this Agreement.

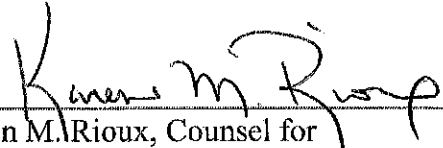
Dated: November 6, 2014

DESPRES, SCHWARTZ & GEOGHEGAN, LTD.

By: 
Sean Morales-Doyle, Counsel for
Joseph Healy, Tom O'Driscoll, Alan Porter,
James B. Howland, Karl Diede, Jim Timothy,
and John Ryan

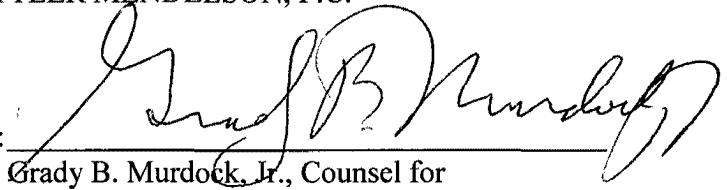
Dated: November 6, 2014

WHITFIELD MCGANN & KETTERMAN

By: 
Karen M. Rioux, Counsel for
International Brotherhood of Electrical
Workers, Local Union No. 134

Dated: Nov. 6, 2014

LITTLER MENDELSON, P.C.

By: 
Grady B. Murdock, Jr., Counsel for
Freeman Electrical, Inc.