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★ JUN 4 1997 ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

P.M. _____

OF
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TIME AM X _____

ROBERT CORBETT, ALEXANDER ROCA,
PETER FURTADO and DENNIS FARRELL,
as Trustees and fiduciaries of
TEAMSTERS LOCAL 814 PENSION,
ANNUITY AND WELFARE FUNDS,

MAY 1 1997

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Plaintiffs,

CV-97-0745
(Johnson, J.)
(Chrein, M.J.)
CONSENT JUDGMENT

- against -

MEGA VAN & STORAGE, INC.,

Defendants.

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Except as where otherwise expressly provided herein, the parties have agreed to the entry of this Consent Judgment as settlement of all claims for relief which have been alleged in this action or which could have been raised in this action, and all other claims or disputes between them for the period October 1, 1996 through February 28, 1997. The parties bound by this Consent Judgment are the Plaintiffs - the Trustees and fiduciaries of Teamsters Local 814 Pension, Annuity and Welfare Funds (hereinafter "Trustees" or "Funds"), Defendant Mega Van & Storage, Inc. ("Mega Van") and James Dowse ("Dowse"). A stipulation of discontinuance will be prepared by Plaintiffs' counsel within ten (10) days of the Funds' receipt of the final payment as set forth in Section I, B-2 below.

I. SCHEDULE OF PAYMENTS

A. This action is hereby settled by the payment to the Funds of \$67,453.72 ("Settlement Amount"). The Settlement Amount

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is to be paid over a term of fourteen (14) weeks, commencing on April 25, 1997. Mega Van and Dowse agree that they are jointly and severally liable to the Funds for the Settlement Amount and agree to make the payments as set forth below, in complete satisfaction of all contractual obligations of Mega Van to the Funds and its participants and beneficiaries, subject to the Funds' right to audit the books and records of Mega Van upon demand. Mega Van and Dowse further acknowledge that Mega Van has repeatedly failed to timely remit contributions and remittance reports in the past, which failure has caused the Funds to expend its resources by commencing several lawsuits against Mega Van to enforce Mega Van's obligations to remit contributions and remittance reports in a timely manner. Mega Van and Dowse agree that Mega Van will remit all future contributions and remittance reports on or before their due dates and Mega Van and Dowse acknowledge and agree that a failure to remit all future contributions and remittance reports in a timely manner will constitute a default of an essential element of this Consent Judgment.

B. Payments will be made as follows:

1. The first payment in the amount of \$5,000.00 will be made on or before April 25, 1997. This payment, and all subsequent payments, are to be paid by check drawn to the order of the "Local 814 Funds" and are to be delivered to Friedman & Levine, counsel to the Funds, at their offices at 1500 Broadway, Suite 2303, New York, New York 10036.

2. In addition to the payment set forth in the preceding paragraph, Mega Van will make twelve (12) additional payments of \$5,000.00 each, on or before May 2, May 9, May 16, May 23, May 30, June 6, June 13, June 20, June 27, July 4, July 11 and July 18, 1997; and Mega Van will make one (1) final payment of \$2,453.72 on or before July 25, 1997. Each such payment must be received by Friedman & Levine on or before the due dates set forth above. The final payment will be due and payable on or before July 25, 1997. The total amount of the payments comprising the Settlement Amount will be \$67,453.72, which sum includes interest at the rate of 18% on the declining balance of the unpaid contributions.

II. GUARANTEES AND SECURING OF SCHEDULED PAYMENTS

A. Personal Guarantee by James Dowse

1. Dowse acknowledges and agrees that he is and shall be personally liable for, and hereby personally guarantees, the Settlement Obligation, as defined in Section II-B and as set forth in the Personal Guarantee and the Affidavit for Judgment by Confession. Dowse will execute his assent to the Personal Guarantee and Affidavit for Judgment by Confession (as set forth in Attachments A and B, which are incorporated herein) simultaneously with the execution of this Consent Judgment. The Affidavit for Judgment by Confession will be held in escrow by Plaintiffs' attorneys until such time as a Default, as defined below, occurs, at which time it will be filed with the Court as

an exhibit in support of Plaintiffs' motion for entry of judgment. In the alternative, within thirty (30) days of receipt of the final payment satisfying the Settlement Amount, the Affidavit for Judgment by Confession will be returned to Dowse. In the event Dowse dies prior to the full payment of the Settlement Obligation, his Personal Guarantee will become an obligation of his estate.

2. Dowse affirms and agrees that, in the event bankruptcy proceedings are commenced (either voluntary or involuntary) by or against him, that the Settlement Obligation shall not be subject to discharge. Dowse further affirms and agrees that he will not seek to discharge the Settlement Obligation and will reaffirm the Settlement Obligation.

B. Entry of Judgment by Confession

It is understood and agreed by and between the parties that, in the event of a Default as defined in this Consent Judgment and as set forth in Section III below, the Funds will:

a) be entitled to file the Affidavit for Judgment by Confession sworn to and executed by Dowse and have judgment entered against Mega Van and Dowse in the full amount of \$78,893.99, which sum represents the Settlement Obligation and includes \$57,201.36 in unpaid contributions due and owing to the Funds by Mega Van; plus \$1111.89 in unpaid late payment interest; plus \$3,458.00 in contributions owed on behalf of employee(s) on disability; plus \$2,590.80 in interest on the unpaid contributions at the rate of 18% per annum from the date the contributions were due until

April 18, 1997; plus \$11,440.27 in liquidated damages pursuant to ERISA and the Trust Agreements; plus \$2,058.72 in attorneys' fees and costs; and then b) commence efforts to collect from Mega Van and Dowse, jointly and severally, the unpaid balance of the Settlement Obligation.

III. DEFAULT, NOTICE, PERIOD FOR CURE AND ACCELERATION

A. The occurrence of any of the events listed below which is not cured within five (5) calendar days from the date of the occurrence shall constitute a Default, except for involuntary liens as to which Defendant has not received actual notice from the lienor, or payments which are sent to, but not received by, the Funds, in which case the period to cure will commence on the date Mega Van receives actual notice of these events of Default:

1. The failure to pay any portion of the Settlement Obligation when due; or
2. The commencement of bankruptcy proceedings (whether involuntary or voluntary) by or against Mega Van and/or Dowse; the dissolution of Mega Van; or the commencement of any liquidation proceedings by or against Mega Van; or
3. The sale, transfer or placing of liens on the stock of Mega Van, except for the transfer of stock to Dowse's estate in the event of his death; or
4. The sale or transfer of substantially all of the assets of Mega Van, or the substantial discontinuation of the business (combined gross revenues in any six month period of less

than 10% of the annual gross revenues received by Mega Van in the calendar year prior to the commencement of that 6 month period);
or

5. The failure of any of the payments owed under this Consent Judgment to clear collection by the Trustees' bank; or

6. The failure of Mega Van and/or Dowse to comply with any of the terms of this Consent Judgment.

B. Dowse warrants that he will inform Plaintiffs' and Plaintiffs' attorneys immediately, in writing, of any of the events described in Section III-A.

C. In the event of a Default, Plaintiffs will file the Affidavit for Judgment by Confession and will enter the Judgment by Confession as a money judgment. The Judgment by Confession in the amount of \$78,993.99, less payments made by Mega Van in accordance with the payment schedule, shall become immediately due and owing as of the date of the default occurrence ("Default Date"), with interest to accrue on that amount at the federal post-judgment interest rate from the Default Date.

D. In the event of Default, the reasonable attorneys' fees and costs incurred by Plaintiffs in collecting the unpaid balance of the Judgment by Confession shall become part of the Settlement Obligation including, but not limited to, being subject to the Personal Guarantee of Dowse.

E. In the event of a Default, Plaintiffs may exercise any or all of the following options, and their failure to implement an option or options at the time of Default neither limits their

right to implement any other option nor to implement those option(s) in the future:

1. Enter the Judgment by Confession as a money judgment against Mega Van and Dowse and commence collection procedures against Mega Van and Dowse (including asset depositions of Dowse as a corporate officer and controlling shareholder and as a Personal Guarantor); and

2. Make use of the documents produced, interrogatory answers, transcripts and exhibits of the depositions and asset depositions of Dowse; and

3. Commence collection proceedings against Mega Van and Dowse, jointly and severally; and

4. Seek contempt remedies for any willful violation of this Consent Judgment and Order.

V. MISCELLANEOUS

A. The Defendant, Mega Van, by its President, Dowse, and the Personal Guarantor, Dowse, both acknowledge having read this Consent Judgment and Attachments and each has knowingly and freely entered into this Consent Judgment and Dowse has knowingly and freely entered into the Personal Guarantee. Dowse further warrants that he is authorized to sign this Consent Judgment on behalf of Mega Van.

B. The Court shall retain jurisdiction of this matter. By signing this Consent Judgment, Dowse consents to the Court's exercise of personal jurisdiction over him for purposes of

enforcing his obligations, as set forth in this Consent Judgment, the Personal Guarantee and Affidavit for Judgment by Confession.

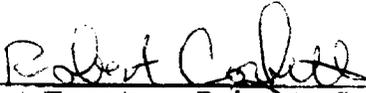
C. This Consent Judgment shall be binding upon the parties hereto, their successors, administrators, heirs, estates, executors and assigns. In the event that Mega Van is sold, assigned, leased, transferred or taken over in any manner including, but not limited to by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, (said purchaser, lessee, transferee, assignee, administrator, executor, receiver, hereafter referred to as "successor"), such successor shall continue to be subject to the terms and conditions of this Consent Judgment. Mega Van shall give notice of the existence of this Consent Judgment to any successor. Such notice shall be in writing, with a copy to Plaintiffs' counsel, and Plaintiffs' counsel shall also be advised of the exact nature of the transaction. The refusal or failure of a successor to agree to assume the obligations of this Consent Judgment shall constitute a Default.

D. This Consent Judgment represents the entire understanding between the parties, and, as such supersedes any prior agreements between them, whether oral or written, and may not be changed orally, but may only be modified by a subsequent written agreement executed by all of the parties hereto and So Ordered by this Court.

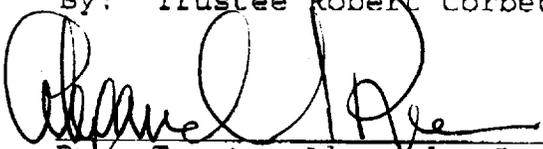
PARTIES

Plaintiffs, The Trustees of
Teamsters Local 814
Pension, Annuity and
Welfare Funds

Defendant, Mega Van & Storage,
INC.


By: Trustee Robert Corbett


By: James Dowse,
President
Guarantor, James Dowse


By: Trustee Alexander Roca


By: James Dowse,
Guarantor


By: Trustee Peter Furtado

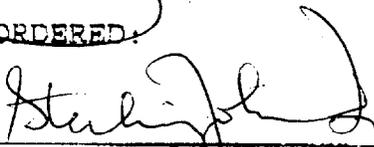

By: Trustee Dennis Farrell

GUARANTOR


James Dowse

Dated: Brooklyn, NY
May 20, 1997

SO ORDERED:


UNITED STATES DISTRICT JUDGE