

**IN THE CIRCUIT COURT OF MCHENRY COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

TIFFIN CITY SCHOOLS)	Case No. 2023LA000128
	:	
Plaintiff/Judgment Creditor,)	
v.	:	
)	
JBA MANAGEMENT SERVICES, LLC	:	CONSENT ORDER
)	
Defendant/Judgment Debtor.	:	
)	
	:	

This matter being before the Court by agreement of Plaintiff/Judgment Creditor Tiffin City Schools (“Tiffin” or “Plaintiff”), by and through its undersigned counsel, and Defendant/Judgment Creditor JBA Management Services, LLC (“JBA” or “Defendant” and, together with Plaintiff, the “Parties”) by and through its undersigned counsel.

By agreement of the Parties and in accordance with the terms and considerations of a certain Settlement Agreement entered into between the Parties on or about _____, 2024, and as evidenced by the signature of its Counsel below, Defendant waives any and all opposition and consents to the relief granted to Tiffin by the terms of the following Order. Defendant further waives and releases all errors in the proceedings, if any.

By agreement of the Parties, Defendant has ~~WITHDRAWN~~ its opposition to *Plaintiff’s Motion for Order Authorizing Action Against Note Debtors North American Specialty Flooring, Inc. and Town Tap Woodstock LLC* filed herein on May 21, 2024 (the “Note Debtor Motion”), and consents to the relief requested therein.

By agreement of the Parties, entry of this Consent Order is demonstrative of Defendant’s default under the terms of the Settlement Agreement due to Defendant’s failure to make the monthly payments required thereunder, and the Court hereby finds the same.

IT IS THEREFORE ORDERED, that, for good cause shown and for proof satisfactory to the Court, the Note Debtor Motion is GRANTED.

IT IS FURTHER ORDERED, that pursuant to 735 ILCS 5/2-1402(c)(6), Tiffin is hereby authorized to maintain an action against each of North American Specialty Flooring, Inc. and Town Tap Woodstock LLC, respectively, for the recovery of those entities' debt to JBA (as evidenced in the Note Debtor Motion) to be applied toward satisfaction of Tiffin's Judgment.

IT IS FURTHER ORDERED, that the NASF Note and the Town Tap Note (as defined in the Note Debtor Motion) shall be delivered to Tiffin for the prosecution of its action.

IT IS FURTHER ORDERED, that, pursuant to 735 ILCS 5/2-1402(c)(3), Paul Roeder is hereby compelled to deliver up to Tiffin the amount of \$287,509.24 consisting of distributions received by Paul Roeder from JBA (the "Roeder Distributions"), and Tiffin is hereby authorized to maintain an action against Paul Roeder for the recovery of the Roeder Distributions to be applied toward satisfaction of Tiffin's Judgment.

IT IS FURTHER ORDERED, that the transfer or other disposition, aside from application toward satisfaction of Tiffin's Judgment of (i) the debt owed by North American Specialty Flooring, Inc. and Town Tap Woodstock LLC to JBA and (ii) the Roeder Distributions is hereby forbidden.

IT IS SO ORDERED.

Date: _____

JUDGE COSTELLO

Agreed to and submitted by:

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