

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

**GROVES INCORPORATED,**

**Plaintiff,**

vs.

**CASE NO. 22-CV-50154**

**R.C. BREMER MARKING ASSOCIATES, INC.  
JOSEPH FALK, CHRISTOPHER SOUCEK,  
DAVID REINKE, DAVID LUDWIG, JEFFREY  
ALEXANDER, LISA FOX, CODY GUNTER,  
KIMBERLY FALK, JESSICA ROBKE, BRIAN  
BOND, RENN HOLLANDER, THOMAS MARTIN,  
JULIANN O'TOOLE CORDES, GREGG LADD,  
CHRISTOPHER SHEPPARD, and MIKE  
NOCHEVICH,**

**Defendants.**

**DEFENDANT RENN HOLLADNDER'S NOTICE OF SETTLEMENT**

Defendant Renn Hollander hereby provides notice of a settlement of all claims in this case with the Plaintiff, reached July 27, 2022. A copy of the settlement agreement is attached hereto.

Per the settlement agreement, Plaintiff will file a notice of dismissal of the claims against Defendant Renn Hollander within five (5) business days.

Defendant Renn Hollander requests that the Court hold in abeyance his deadlines to a file response to the motion for preliminary injunction and to file a substitute motion to dismiss. *See* Dkt. 55.

Respectfully Submitted,

**s/Mark Hammervold**  
Hammervold Law, LLC  
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Elmhurst, IL 60126  
(405) 509-0372  
mark@hammervoldlaw.com

*Attorney for Defendant Renn Hollander*

**CERTIFICATE OF SERVICE**

I hereby certify that on July 27, 2022, the foregoing filing was served upon all counsel of record (listed below) through the ECF filing system:

<p>David Graff (<i>Pro Hac Vice</i>) Graff Silverstein LLP 60 Hawthorne Way Hartsdale, NY 10530 (212) 381-6055 dgraff@graffsilversteinllp.com</p> <p>Eric D Kaplan Christopher Wunder Kaplan Papadakis &amp; Gournis, LLP 180 North LaSalle St. Suite 2108 Chicago, IL 60601 (312) 726-0531 ekaplan@kpqlaw.com cwunder@kpqlaw.com</p> <p><i>Attorney for Plaintiffs</i></p> <p>Jason H. Rock Barrick Switzer Long Balsley &amp; Van Evera 6833 Stalter Drive, 1st Floor Rockford, IL 61108 (815) 962-6611 jrock@bslbv.com</p> <p><i>Attorney for Christopher Sheppard</i></p> <p>James Bryan Wood The Wood Law Office, LLC 303 W. Madison, Suite 2650 Chicago, IL 60606 312-544-8600 bryan@jbryanwoodlaw.com</p> <p><i>Attorney for Juliann O'Toole Cordes</i></p>	<p>J. Ryan Maloney Craig T. Papka Von Briesen &amp; Roper, S.c. 411 East Wisconsin Ave, Suite 1000 Milwaukee, WI 53202 (414) 221-6609 rmaloney@vonbriesen.com</p> <p>Craig T. Papka Von Briesen &amp; Roper, s.c. 20975 Swenson Dr., Ste. 400 Waukesha, WI 53186 262.923.8672 cpapka@vonbriesen.com</p> <p><i>Attorneys for Defendants R.C. Bremer, Brian Bond, Christopher Soucek, Cody Gunter, David Ludwig, David Reinke, Gregg Ladd, Jeffrey Alexander, Jessica Robke, Kimberly Falk, Lisa Fox, and Mike Nochevich.</i></p> <p>Jeffrey H. Powell Charlotte Ann LeClercq Reno &amp;Zahm LLP Suite 400 2902 McFarland Road Rockford, IL 61107 (815) 987-4050 jhp@renozahm.com cal@renozahm.com</p> <p><i>Attorney for Defendant Thomas Martin</i></p>
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**s/Mark Hammervold**

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JULIANN O'TOOLE CORDES, GREGG LADD,  
CHRISTOPHER SHEPPARD, and MIKE  
NOCHEVICH,

Defendants.

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFF GROVES INC.  
AND DEFENDANT RENN HOLLADNDER**

The Plaintiff, Groves, Inc. and Defendant Renn Hollander (collectively "these Parties"), hereby enter into this settlement agreement in *Groves v. R.C. Bremer, et al.*, No. 22-CV-50154.

These Parties agree to mutually release each other from any and all claims that were asserted – or could have been asserted by either of these Parties – in *Groves, Inc. v. R.C. Bremer, et al.*, No. 22-CV-50154.

Within five (5) days of this Agreement becoming effective (upon mutual execution), Groves, Inc. shall enter a notice dismissing Defendant Renn Hollander from *Groves, Inc. v. R.C. Bremer, et al.*, No. 22-CV-50154, with prejudice.

As additional consideration for this Agreement, Renn Hollander agrees to cooperate with a subpoena from Groves Inc. for his deposition testimony, or for documents in his possession.<sup>1</sup>

<sup>1</sup> Mr. Hollander cannot agree to produce documents belonging to his employer, Circul-Air Corporation. If needed, Groves, Inc. shall seek production those documents from Circul-Air directly.

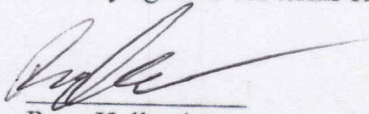


Otherwise, Mr. Hollander does not wish to be involved – and will not be involved – in the case. He will not voluntarily assist the other above-named co-defendants defend against Groves Inc.'s claims.

This Agreement shall be construed in accordance with the laws of Illinois.

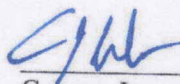
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I hereby agree to the terms of this Agreement:

  
Renn Hollander

Executed this 27 day of July, 2022

I hereby certify that I am authorized to execute this agreement on behalf of Groves, Inc. and that Groves, Inc, hereby agrees to the terms of this Agreement:

  
Groves, Inc.      VP Finance & Operation  
Position

Executed this 27 day of July, 2022