

NONPRECEDENTIAL DISPOSITION

To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals

**For the Seventh Circuit
Chicago, Illinois 60604**

Submitted January 4, 2024*

Decided January 10, 2024

Before

ILANA DIAMOND ROVNER, *Circuit Judge*

DIANE P. WOOD, *Circuit Judge*

AMY J. ST. EVE, *Circuit Judge*

No. 22-3074

LABORERS' PENSION FUND, et al.,
Plaintiffs-Appellees,

v.

KEVIN CICCONE,
Defendant-Appellant.

Appeal from the United States District
Court for the Northern District of
Illinois, Eastern Division.

No. 19-cv-1609

Steven Charles Seeger,
Judge.

ORDER

Three pension funds and their administrator sued Kevin Ciccone because his three companies allegedly failed to pay contributions owed to the funds under a collective bargaining agreement and Ciccone had personally guaranteed payment. The

* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

district court entered summary judgment against Ciccone. It correctly concluded that the undisputed evidence confirmed Ciccone's obligation to the funds; thus, we affirm.

In reviewing an adverse summary judgment, we recite the evidence in Ciccone's favor. *See Donaldson v. Johnson & Johnson*, 37 F.4th 400, 405–06 (7th Cir. 2022). One of Ciccone's three companies, Total Home Restoration, settled a prior lawsuit in which multiemployer funds had sued it for failing to pay employee benefits it owed under a union contract. For the settlement, Total Home signed a note, agreeing to pay overdue contributions, plus liquidated damages, interest, and attorneys' fees over the next two years. Ciccone personally guaranteed Total Home's debt under the note and any of its obligations to the funds that "are incurred and become due and owing for the duration of the Note." After paying a part of its debt under the note, Total Home dissolved and defaulted on its remaining payments (about \$50,000) to the funds. Ciccone's second company, KAAT, Inc., operated contemporaneously with Total Home and shared the same business address, bank account, registered agent, and phone numbers as Total Home. Like Total Home, KAAT did not pay fringe benefits contributions to the funds for its laborers. The third company, JK Installation Corp, arose shortly after Total Home dissolved and operated materially identically to Total Home, except in name.

The funds audited all three companies. The audit revealed that, since settling the prior suit, all three collectively owed nearly \$500,000 in unpaid fringe benefits, union dues contributions, liquidated damages, an audit fee, and accumulated interest.

The funds filed this suit against all three companies and Ciccone. They sought to hold the three companies jointly and severally liable for each company's failure to pay under the collective bargaining agreement. They also alleged that Ciccone breached his guaranty to pay the remaining balance on Total Home's note from the earlier settlement after Total Home defaulted. The district court entered summary judgment against Ciccone. It ruled that Total Home and KAAT were jointly and severally liable under the single-employer doctrine and that JK Installation was successor to Total Home and assumed its obligations. Those conclusions, the judge said, had "ripple effects" for Ciccone as the guarantor for Total Home's still-unpaid note. Ciccone guaranteed payment of Total Home's debts to the funds that "are incurred and become due and owing for the duration of the Note." Total Home was liable for KAAT's debts because KAAT was the same employer as Total Home, and Total Home was liable for JK Installation's debts because JK Installation assumed Total Home's debts. As Total Home's guarantor, Ciccone thus had to pay the nearly \$500,000 that the three companies owed to the funds during the duration of the note, plus Total Home's

remaining balance on the note of about \$50,000. The district court entered judgment against Ciccone in that amount.

Now pro se on appeal, Ciccone does not meaningfully engage with the district court's decision. Instead, he asserts irrelevantly that the funds' counsel violated labor laws, states (without substantiation) that the district court relied on false evidence, and seeks relief for himself and, improperly, Total Home and JK Installation. As a pro se litigant, Ciccone cannot represent Total Home or JK Installation, *see In re IFC Credit Corp.*, 663 F.3d 315, 318 (7th Cir. 2011), whose appeals were dismissed for lack of prosecution because the companies did not obtain counsel. *United States v. Hagerman*, 545 F.3d 579, 581–82 (7th Cir. 2008); *Rowland v. Cal. Men's Colony, Unit II Men's Advisory Council*, 506 U.S. 194, 202 (1993). Moreover, Ciccone does not mention the guaranty on appeal, let alone contest the district court's ruling that as guarantor he is liable for Total Home's, KAAT's, and JK Installation's nearly \$550,000 debt. We are mindful of Ciccone's pro se status, *see Atkins v. Gilbert*, 52 F.4th 359, 361 (7th Cir. 2022) (citing *Anderson v. Hardman*, 241 F.3d 544, 545–46 (7th Cir. 2001)), but he is still required to comply with Rule 28(a) of the Federal Rules of Appellate Procedure by, among other things, at least trying to challenge the district court's analysis. *Anderson*, 241 F.3d at 545–46. Because he has not, we have no reason to disturb the district court's judgment. *Id.*

AFFIRMED