

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

TERRENCE J. HANCOCK, et al.,	)	
	)	
Plaintiffs,	)	CIVIL ACTION
	)	
vs.	)	NO. 07 C 2520
	)	
J & F HAULING, INC., an Illinois	)	JUDGE WAYNE R. ANDERSEN
corporation,	)	
	)	
Defendant.	)	

**PLAINTIFFS' MOTION TO REOPEN CASE FOR  
THE LIMITED PURPOSE OF ENFORCING THE  
TERMS OF A REVISED CONSENT DECREE  
AND ENTERING JUDGMENT AGAINST DEFENDANT**

NOW COME Plaintiffs, TERRENCE J. HANCOCK, *et al.*, by their attorneys, and move the Court for the entry of an order reopening this action for the limited purpose of enforcing the terms of a Revised Consent Decree entered into between the parties and entered by this Court on January 29, 2010. In support of the Motion, Plaintiffs state as follows:

1. This action was originally brought by the Plaintiffs, the Trustees of the jointly-administered, labor-management employee benefit plans collectively known as the Teamsters Local 731 Fringe Benefit Funds, alleging, *inter alia*, that Defendant breached its obligations under the terms of the collective bargaining agreements entered into with Teamsters Local 731, and the Agreements and Declarations of Trust under which the Plaintiff Funds are maintained. Specifically, Plaintiffs allege that Defendant failed to remit payment of contributions for work performed on its behalf by beneficiaries of the Plaintiff Funds. The Complaint was brought pursuant to the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1132, 1145.

2. On January 19, 2010, a revised Consent Decree incorporating the terms for settlement agreed to by the parties was entered by this Court (a copy of the Minute Order and Revised Consent Decree is attached hereto).

3. Defendant acknowledged that it owed the total amount of \$28,326.00 for the audit time period January 1, 2004 through March 31, 2007, described in Paragraph 4 of the Revised Consent Decree, after application of contribution payments and deletion of certain amounts picked up in the audit on behalf of Jay Butler, which represented landfill charges and sums paid for dumping fees.

4. Defendant also agreed to remain current with respect to the submission of monthly contribution reports and the payment of fringe benefit contributions that accrue through the period of the payment schedule (set forth in Paragraph 5 of the Revised Consent Decree) should Defendant begin to do covered work.

5. Defendant agreed to make payment to Plaintiffs of the amount specified in Paragraph 3, being \$28,326.00, by way of the Payment Schedule below:

<b>Month</b>	<b>Payment Amount (*see below)</b>
January 15, 2010	\$500.00 + interest
February 15, 2010	\$500.00 + interest
March 15, 2010	\$500.00 + interest
April 15, 2010	\$500.00 + interest
May 15, 2010	\$500.00 + interest
June 15, 2010	\$500.00 + interest
July 15, 2010	\$500.00 + interest
August 15, 2010	\$500.00 + interest

September 15, 2010	\$500.00 + interest
October 15, 2010	\$500.00 + interest
November 15, 2010	\$500.00 + interest
December 15, 2010	\$500.00 + interest
January 15, 2011	\$500.00 + interest
February 15, 2011	\$500.00 + interest
March 15, 2011	\$500.00 + interest
April 15, 2011	\$500.00 + interest
May 15, 2011	\$500.00 + interest
June 15, 2011	\$500.00 + interest
July 15, 2011	\$500.00 + interest
August 15, 2011	\$500.00 + interest
September 15, 2011	\$500.00 + interest
October 15, 2011	\$500.00 + interest
November 15, 2011	\$500.00 + interest
December 15, 2011	\$500.00 + interest
January 15, 2012	\$500.00 + interest
February 15, 2012	\$500.00 + interest
March 15, 2012	\$500.00 + interest
April 15, 2012	\$500.00 + interest
May 15, 2012	\$500.00 + interest
June 15, 2012	\$500.00 + interest
July 15, 2012	\$500.00 + interest
August 15, 2012	\$500.00 + interest
September 15, 2012	\$500.00 + interest
October 15, 2012	\$500.00 + interest

November 15, 2012	\$500.00 + interest
December 15, 2012	\$500.00 + interest
January 15, 2013	\$500.00 + interest
February 15, 2013	\$500.00 + interest
March 15, 2013	\$500.00 + interest
April 15, 2013	\$500.00 + interest
May 15, 2013	\$500.00 + interest
June 15, 2013	\$500.00 + interest
July 15, 2013	\$500.00 + interest
August 15, 2013	\$500.00 + interest
September 15, 2013	\$500.00 + interest
October 15, 2013	\$500.00 + interest
November 15, 2013	\$500.00 + interest
December 15, 2013	\$500.00 + interest
January 15, 2014	\$500.00 + interest
February 15, 2014	\$500.00 + interest
March 15, 2014	\$500.00 + interest
April 15, 2014	\$500.00 + interest
May 15, 2014	\$500.00 + interest
June 15, 2014	\$500.00 + interest
July 15, 2014	\$500.00 + interest
August 15, 2014	\$500.00 + interest
September 15, 2014	\$326.00 + interest
<b>TOTAL</b>	<b>\$28,326.00 + interest</b>

**\* Payments will include accrued interest at the rate of prime +2%. Prime shall be determined at the time of payment.**

6. The Revised Consent Decree provides that Defendant fails to timely submit payments as agreed or fails to submit current reports and contributions as they may become due during the pendency of the Payment Schedule, Defendant agrees that it shall be considered in violation of the Revised Consent Decree. In such event, Defendant consents to the entry of judgment against it for all unpaid installments due under the Revised Consent Decree, all contributions that may be due according to subsequently submitted reports and all Plaintiffs' reasonable attorneys' fees and court costs incurred.

7. As long as Defendant is in compliance with the payments outlined in Paragraph 5 of the Revised Consent Decree, it may satisfy the judgment in full by paying one-half (1/2) of the then-current balance (including interest) owed.

8. Defendant has not submitted any installment payments due pursuant to the terms of the Revised Consent Decree, the first payment of \$500.00 plus interest being due on January 15, 2010, as described in Paragraph 5 above.

9. For all the reasons stated, the Plaintiffs hereby move the Court for the entry of an Order reopening this action for the limited purpose of enforcing the terms of the Revised Consent Decree and entering judgment against the Defendant. Specifically, Plaintiffs request:

- A. That judgment be entered in favor of Plaintiffs and against Defendant to include the amount of \$28,326.00, being the total amount due for the audit time period January 1, 2004 through March 31, 2007.
- B. That judgment be entered in favor of Plaintiffs and against Defendant to include \$13,396.25 in attorneys' fees and costs, including one (1) additional hour of attorneys' fees to appear for the hearing on the instant motion to reopen case and enter judgment.
- C. That Plaintiffs have such further relief as may be deemed just and equitable by the Court.

/s/ Jennifer L. Dunitz-Geiringer \_\_\_\_\_

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**CERTIFICATE OF SERVICE**

The undersigned, an attorney of record, hereby certifies that she electronically filed the foregoing document (Motion) with the Clerk of Court using the CM/ECF system, and further certifies that I have mailed the above-referenced document by United States Mail to the following non-CM/ECF participant on or before the hour of 5:00 p.m. this 8th day of February 2010:

Mr. James Fergelec, President  
J & F Hauling, Inc.  
7753 W. 47th Street  
McCook, IL 60525

/s/ Jennifer L. Dunitz-Geiringer

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