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United States District Court, Northern District of Illinois

MHN

Name of Assigned Judge or Magistrate Judge	Joan H. Lefkow	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	07 C 5506	DATE	12/4/2007
CASE TITLE	Sheet Metal Workers Local 265 Welfare Fund, et al. vs. Talaga Sheet Metal Co.		

DOCKET ENTRY TEXT

Status hearing held. Plaintiffs' oral motion for entry of consent decree is granted. Enter Consent Decree. Plaintiffs shall recover from defendant liquidated damages in the amount of \$24,649.88, attorneys' fees in the amount of \$450 and court costs in the amount of \$397. Judgment entered in favor of plaintiffs and against defendant. Civil Case Terminated.

[For further detail see separate order(s).]

Docketing to mail notices

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Courtroom Deputy Initials	MD
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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SHEET METAL WORKERS LOCAL 265)	
WELFARE FUND, et al.,)	
)	
Plaintiffs,)	CIVIL ACTION
)	
vs.)	NO. 07 C 5506
)	
TALAGA SHEET METAL CO.,)	JUDGE LEFKOW
an Illinois corporation,)	
)	MAGISTRATE JUDGE MASON
Defendant.)	

CONSENT DECREE

THIS MATTER, coming on to be heard upon Complaint of Plaintiffs, SHEET METAL WORKERS LOCAL 265 WELFARE FUND, *et al.* (hereafter referred to as the “Funds”) and Defendant, TALAGA SHEET METAL CO., an Illinois corporation (hereafter referred to as “TSM”), having been served with a Summons and Complaint, the parties have reached a compromise and consent to the entry of this Consent Decree and the Court being fully advised in the premises, enters the following findings and Consent Decree:

1. This Court has jurisdiction over the subject matter herein and the parties to this Consent Decree.
2. Plaintiffs are fiduciaries within the meaning of ERISA, administered within this district. TSM is bound by the terms of a Collective Bargaining Agreement between Talaga Sheet Metal Co. and the Sheet Metal Workers Local Union No. 265 and incorporated Trust Agreements that govern the Funds.

3. Pursuant to the terms of the governing Collective Bargaining Agreement and Trust Agreements, TSM is obligated to submit monthly reports and benefit contributions to the Funds by the 20th day of the month following the month in which its employees performed work covered by the Collective Bargaining Agreement.

4. Pursuant to the governing Collective Bargaining Agreement and Trust Agreements, and Section 502(g) of ERISA, 29 U.S.C. §1132 (g), the Funds are entitled to recover the costs and expenses of the Trustees to the Funds, including 10% liquidated damages, attorneys' fees, and court costs expended in this matter.

5. After application of contribution payments that TSM submitted to the Funds after the Funds filed their lawsuit, the Funds have determined that TSM owes to the Funds, a total of \$24,649.88 in liquidated damages for late contributions that it submitted for the contribution months of April 2004, September 2004, October 2004, February 2005, March 2005, April 2005, December 2005, and March 2006 through July 2007.

6. In addition, because it was necessary for the Funds to file suit against TSM to collect the contributions, the Funds incurred attorneys' fees in the amount of \$450.00 and court costs in the amount of \$397.00.

7. TSM, and its owner, Richard Talaga, in his individual capacity, agree to pay to the Funds a total of \$25,496.88, as specified in Paragraphs 5 and 6, according to the following payment schedule:

Date Due	Amount Due
December 10, 2007	\$1,000.00
January 10, 2008	\$1,000.00

February 10, 2008	\$1,500.00
March 10, 2008	\$1,500.00
April 10, 2008	\$1,500.00
May 10, 2008	\$2,000.00
June 10, 2008	\$2,000.00
July 10, 2008	\$2,000.00
August 10, 2008	\$2,600.00
September 10, 2008	\$2,600.00
October 10, 2008	\$2,600.00
November 10, 2008	\$2,600.00
December 10, 2008	\$2,596.88

Payments shall be made by check payable to the **Sheet Metal Workers' Local 265 Fringe Benefit Funds** and sent to Funds' counsel, Baum Sigman Auerbach & Neuman, Ltd., 200 W. Adams St., Suite 2200, Chicago, IL 60606, so that Funds' counsel receives such payment by the indicated due date.

8. TSM and Richard Talaga, in his individual capacity, agree that TSM must remain current with respect to its submission of monthly reports and fringe benefit contributions that may accrue throughout the period of the above payment schedule.

9. In the event that TSM fails to timely submit the payments as agreed in Paragraph 7, or fails to submit current reports and contributions as they become due during the pendency of the payment schedule, TSM and Richard Talaga, in his individual capacity, agree that they shall be considered in violation of this Consent Decree. In such event, TSM and Richard Talaga consent to the entry of judgment against Talaga Sheet Metal Co. and Richard Talaga, in his individual capacity,

for all unpaid installments under this Agreement, all contributions due according to subsequently submitted reports, and all of the Funds' reasonable attorneys' fees and costs incurred to date.

10. It is further understood and acknowledged between the parties that nothing contained herein limits or modifies the right of the Funds to audit the payroll books of the TSM at such future time, as in the course of their regular audit program such an audit may be requested, nor do the terms of this Consent Decree limit or modify the Funds' right to recover from TSM any additional contributions or liquidated damages which may become due or which may be found to have been due, as a result of such an audit for any time period not previously audited.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED:

A. That Plaintiffs, SHEET METAL WORKERS LOCAL 265 WELFARE FUND, *et al.*, recover from Defendant, TALAGA SHEET METAL CO., an Illinois corporation, and RICHARD TALAGA, an individual, liquidated damages in the amount of \$24,649.88 for the contribution period of April 2004, September 2004, October 2004, February 2005, March 2005, April 2005, December 2005, and March 2006 through July 2007;

B. That Plaintiffs are entitled to recover from Defendant and Richard Talaga, an individual, attorneys' fees in the amount of \$450.00 and court costs in the amount of \$397.00;

C. That Defendant must timely submit its regular benefit reports and contributions to the Funds as required by the governing Collective Bargaining Agreement and related Trust Agreements that govern the Funds;

D. That in the event Defendant violates the terms of the Consent Decree, Plaintiffs are entitled to execution of the amount of the judgment, plus all contributions and liquidated damages due according to subsequently submitted reports, including Plaintiffs' reasonable attorneys' fees

incurred during the litigation of this matter and through enforcement of the terms of this Consent Decree, courts costs and liquidated damages against the Defendant and Richard Talaga, in his individual capacity; and,

E. This Court retains jurisdiction of this cause and all the parties hereto for the purpose of enforcing this Order.

ENTER:

DATE: DEC 04 2007

Joan H. Johnston
UNITED STATES DISTRICT JUDGE

WE HEREBY AGREE TO THE ENTRY OF THIS CONSENT DECREE.

Date: 11/30/07

Beverly P. Alfon
Beverly P. Alfon
One of the Attorneys for the
Sheet Metal Workers' Local 265 Fringe Benefit Funds
BAUM SIGMAN AUERBACH & NEUMAN, LTD.
200 West Adams Street, Suite 2200
Chicago, IL 60606
Telephone: (312) 236-4316

Date: 11/05/07

Richard Talaga
Richard Talaga,
President and Authorized Agent of Talaga Sheet Metal Co.
18642 N.W. Frontage Rd.
Joliet, IL 60431-9655

Date: 11/28/07

Richard Talaga
Richard Talaga, in his individual capacity
307 Shady Ln.
Shorewood, IL 60431