

United States District Court, Northern District of Illinois

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APR 15 2008

Name of Assigned Judge or Magistrate Judge	Robert W. Gettleman	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	07 C 5741	DATE	4/14/2008
CASE TITLE	Sheet Metal Workers Local 205 et al vs K.C.W. Environmental		

DOCKET ENTRY TEXT:

Consent Decree entered. Plaintiffs are to recover \$117,115.06 from defendant. Defendant is to timely submit regular reports and contributions. The Court retains jurisdiction to enforce the decree.

[For further detail see separate order.
[Docketing to mail notice]

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U.S. DISTRICT COURT

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

RECEIVED

APR 04 2008

JUDGE ROBERT W. GETTLEMAN
UNITED STATES DISTRICT COURT

SHEET METAL WORKERS LOCAL 265)
WELFARE FUND, *et al.*,)

Plaintiffs,)

vs.)

K.C.W. ENVIRONMENTAL CONDITIONING,)
INC., an Illinois corporation,)

Defendant.)

CIVIL ACTION

NO. 07 C 5741

JUDGE ROBERT W. GETTLEMAN

CONSENT DECREE

This matter coming to be heard upon Complaint of Plaintiffs, Sheet Metal Workers Local 265 Welfare Fund, *et al.*, ("Plaintiffs"), and Defendant, K.C.W. Environmental Conditioning, Inc. ("Defendant"), having been served with a Summons and Complaint, and having filed an Answer to said Complaint, the parties have compromised 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 hereto.
2. Defendant is a party to a collective bargaining agreement with the Sheet Metal Workers Local 265.
3. Defendant owes the Plaintiffs a total amount of \$112,610.64 in fringe benefit contributions and liquidated damages.
4. Defendant agrees to pay the amount specified in Paragraph 3 above, with 8% interest in the amount of \$4,504.42. Accordingly, Defendant agrees to pay \$112,610.64, plus \$4,504.42, for a total of \$117,115.06 by way of the payment schedule set forth below. The first column of the

payment schedule describes the date on which payment is due and the second column describes the amount due.

DATE DUE	AMOUNT DUE
March 5, 2008	\$9,759.59
April 5, 2008	\$9,759.59
May 5, 2008	\$9,759.59
June 5, 2008	\$9,759.59
July 5, 2008	\$9,759.59
August 5, 2008	\$9,759.59
September 5, 2008	\$9,759.59
October 5, 2008	\$9,759.59
November 5, 2008	\$9,759.59
December 5, 2008	\$9,759.59
January 5, 2009	\$9,759.59
February 5, 2009	\$9,759.59

5. Defendant agrees to remain current with respect to the submission of monthly reports and payments of fringe benefit obligations that accrue for the period of January 2008 through February 2009, along with the payments as set forth in Paragraph 4 above.

6. Payments made on the payment schedule shall be made payable to Sheet Metal Workers' Local 265 Fringe Benefit Funds. These payments shall be sent to BAUM SIGMAN AUERBACH & NEUMAN, LTD., 200 West Adams Street, Suite 2200, Chicago, Illinois 60606.

7. In the event Defendant fails to make any payments described in this Agreement, Defendant will be considered in violation of this Consent Decree. In such an event, Defendant consents to the entry of judgment against Defendant and in favor of Plaintiffs for all unpaid

installments under this Consent Decree, all contributions and liquidated damages that may become due during the time frame of the payment schedule in Paragraph 4, and all of the attorneys' fees and costs incurred to date.

8. It is understood and acknowledged between the parties that nothing contained herein limits or modifies the right of the Plaintiffs to audit the payroll records of the Defendant at such future time as in the course of their regular audit program as such an audit may be requested, nor do the terms of this agreement limit or modify Plaintiffs' right to recover from Defendant any additional contributions or liquidated damages which may become due or which may be found to have been due as a result of such audit.

9. Nothing contained herein shall require Plaintiffs to apply to the Court for reinstatement of this action in the event of default under the terms of this Consent Decree. If Plaintiffs decide in their discretion to permit additional time for Defendant to cure such breach, such allowances shall not be construed as any waiver of rights under this Consent Decree.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. That Plaintiffs, Sheet Metal Workers Local 265 Welfare Fund, *et al.*, recover from Defendant, K.C.W. Environmental Conditioning, Inc., for the contributions, liquidated damages and 8% interest due in the amount of \$117,115.06 by way of a payment schedule agreed to by the parties;

B. That Defendant is to timely submit its regular reports and contributions to the Plaintiffs as required under the applicable Agreements and Declarations of Trusts governing the Funds.

liquidated damages due according to subsequently submitted reports, plus Plaintiffs' reasonable attorneys' fees and costs incurred during the litigation of this matter through the enforcement of the terms of this Consent Decree against the Defendant; and

D. The Court retains jurisdiction of this cause and all the parties hereto for the purpose of enforcing this Consent Decree.

ENTER:

DATE: April 14, 2008

Robert W. Collier
UNITED STATES DISTRICT JUDGE

WE HEREBY AGREE TO THE ENTRY OF THIS CONSENT DECREE.

One of the Attorneys for the Plaintiffs

K.C.W. Environmental Conditioning, Inc.

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