

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

TRUSTEES of the CHICAGO REGIONAL)	
COUNCIL OF CARPENTERS PENSION FUND,)	
CHICAGO REGIONAL COUNCIL OF)	
CARPENTERS WELFARE FUND, and CHICAGO)	
REGIONAL COUNCIL OF CARPENTERS)	
APPRENTICE & TRAINEE PROGRAM FUND,)	
)	CASE NO. 08CV2513
Plaintiffs,)	
)	JUDGE DARRAH
v.)	
)	
REHAB CONSTRUCTION SYSTEMS, INC.)	
)	
Defendant.)	

MOTION FOR REINSTATEMENT AND FOR JUDGMENT

Plaintiffs, by its attorney, David P. Lichtman, move this Honorable Court to reinstate this case and enter judgment and in support state:

1. This is an ERISA trust fund case for delinquent contributions.

2. On January 26, 2009, this case was dismissed with leave to reinstate pursuant to the settlement of the parties. **(Exhibit A, Agreed Order of Dismissal)**

3. The Agreed Order of Dismissal incorporates the terms of the parties' Settlement Agreement, **(Exhibit B, Settlement Agreement)**, which requires the Defendant to pay \$75,000.00 to the Plaintiffs in ten monthly installments of \$7,500.00, to be paid on the 15th day of each calendar month beginning January 2009 and continuing through November 2009. **(Exhibit A)**

4. The Defendant is further required to remain current on its monthly reporting obligations to the Trust Funds. In the event of the Defendant's default on its payment or reporting obligations, the Plaintiffs retained the right to reinstate the case and enter judgment against the Defendant, REHAB CONSTRUCTION SYSTEMS, INC, and/or its owner, MARY STEWARD, individually, for the balance owed on the unpaid amount. **(Exhibit A)**

5. The Defendant has defaulted on its payment obligations as set forth in the

Agreed Order of Dismissal and Settlement Agreement. The Defendant failed to make the second installment payment which was due on or before February 15, 2009. Additionally, the Defendant has failed to remain current on its ERISA contribution reporting obligations. **(Exhibit C, Affidavit of John Libby)**

6. In accordance with the terms of the Settlement Agreement, the Defendant is provided 14 days with which to cure any default before consenting to judgment. **(Exhibit B, ¶4)** The Defendant has failed to cure the default within said time limit. **(Exhibit C)**

7. As a result of the Defendant's default, the Defendant, REHAB CONSTRUCTION SYSTEMS, INC., and its owner, MARY STEWARD, individually, owe to the Plaintiffs the sum of \$67,500.00.

WHEREFORE, Plaintiffs pray that this case be reinstated and that judgment be entered against the Defendant in the amount of \$67,500.00

Respectfully submitted,

/s/ David P. Lichtman
Attorney for the Plaintiffs

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