

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

TRUSTEES OF THE AUTOMOBILE)	
MECHANICS LOCAL NO. 701 PENSION)	
AND WELFARE FUNDS,)	
)	
Plaintiff,)	
)	
v.)	No. 08 C 7217
)	
UNION BANK OF CALIFORNIA, N.A.,)	
)	
Defendant.)	

MEMORANDUM ORDER

During today's status hearing in this action, counsel for the parties advised that their earlier efforts at possible settlement had been unsuccessful, so that it was necessary to go forward with the litigation. Because of the pendency of those settlement efforts this Court had held off on deciding the January 29, 2009 motion by defendant Union Bank of California, N.A. ("Union Bank") that sought (1) to dismiss, under Fed. R. Civ. P. ("Rule") 12(b)(6), Count IV of the Complaint brought against it by plaintiff Trustees of the Automobile Mechanics Local No. 701 Pension and Welfare Funds ("Trustees")--a common law breach of contract count--and (2) to strike Trustees' jury demand under Rule 12(f).

During the status hearing Trustees' counsel acknowledged that no right to a jury trial existed under ERISA, which forms the gravamen of the Complaint's other three counts, and accordingly withdrew the Complaint's jury demand. Accordingly

Union Bank's motion in that respect has been rendered moot and is denied on that ground.

As for Trustees' Count IV breach-of-contract theory of relief, Union Bank's motion has acknowledged that it is an ERISA fiduciary. That being the case, it has been established for more than two decades that ERISA preemption bars the assertion of such a common law claim (Pilot Life Ins. Co. v. Dedeaux, 481 U.S. 41 (1987)). Union Bank's dismissal motion goes on to cite numerous other cases that have uniformly applied and extended that "field preemption" principle and that control the result here. Accordingly Union Bank's Rule 12(b)(6) motion to dismiss Complaint Count IV is granted.



Milton I. Shadur
Senior United States District Judge

Date: April 21, 2009