

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

<b>ADMINISTRATIVE DISTRICT</b>	)	
<b>COUNCIL 1 OF ILLINOIS OF THE</b>	)	
<b>INTERNATIONAL UNION OF</b>	)	<b>Case No. 11 C 6604</b>
<b>BRICKLAYERS AND ALLIED</b>	)	
<b>CRAFTWORKERS,</b>	)	<b>Judge Pallmeyer</b>
	)	
<b>Plaintiff,</b>	)	<b>Magistrate Judge Nolan</b>
v.	)	
	)	
<b>JOSEPH MINAGLIA,</b>	)	
	)	
<b>Defendant.</b>	)	

**UNION’S DETAILED STATEMENT IN SUPPORT  
OF MOTION FOR ENTRY OF FINAL JUDGMENT**

Plaintiff Administrative District Council 1 of Illinois of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO (“Union”) has moved for entry of final judgment against Defendant Joseph Minaglia (“Mr. Minaglia”), and respectfully submits this statement in support of its motion:

**Background**

1. This matter is a suit to enforce a labor arbitration award, with jurisdiction based on § 301 of the Labor-Management Relations Act, 29 U.S.C. § 185.
2. The arbitration award, a copy of which was attached to the complaint as Exhibit A, assesses damages totaling \$9,718.66 against Mr. Minaglia and a now-bankrupt business (“Corporation”) he operated, with the damages to be distributed among the Union, four fringe benefit trust funds (“Funds”), and an individual Bricklayer, along with interest at the rate of 10% a year from November 30, 2010 through the date of payment; and it also orders Mr. Minaglia and

the Corporation (together, the “Contractor”) to reimburse all legal fees and costs incurred by the Union and Funds, to obtain a \$60,000.00 bond or to make an additional payment of \$60,000.00 to serve as a cash bond, not to perform any work within the geographic and craft jurisdiction of the Union (regardless of the name or business form used) until making the required payment and providing the bond, to allow the Union to place working stewards on all jobs, and to provide weekly job location reports.

3. Based on Mr. Minaglia’s admission that he received the arbitration award more than 90 days before the Union filed this suit and did not comply with it, and the absence of any timely challenge by Mr. Minaglia to the arbitration award, the Court granted the Union’s motion for judgment on the pleadings on November 10, but provided that it would delay entry of a judgment order for 30 days to give the parties an opportunity to attempt to reach a negotiated resolution.

**Events (and Non-Events) Subsequent to Court Granting Union’s Motion for Judgment on the Pleadings**

4. Following the hearing on November 10, the Union’s undersigned lawyer (“Bennett”) met with Mr. Minaglia and explained both the type of settlement the Union might be willing to make and also the potential savings on legal fees for which Mr. Minaglia would have to make reimbursement if he agreed to entry of a final order even if he could not reach a settlement with the Union. Bennett Affidavit, attached as Exhibit A, ¶¶ 4-5.

5. As of November 22, Mr. Minaglia had not reached any arrangements with the Union to settle this matter; and on that day, Union and Fund representatives reported that Mr. Minaglia either had begun, or was preparing to begin, work on a commercial mason contracting

project. Performance of such work by Mr. Minaglia would be in direct violation of the prohibition contained in the arbitration award and would subject the Funds to further liability for benefits, regardless of whether Mr. Minaglia continued his practice of disregarding the collective bargaining agreement entirely and not paying benefit fund contributions or the contractually required wages. *Id.*, ¶¶ 6-7.

6. Bennett sent Mr. Minaglia a letter that day, a copy of which is attached as Exhibit B, informing him that this conduct was in violation of the arbitration award and stating that the Union would move for entry of judgment if Mr. Minaglia did not contact him by November 28. *Id.*, ¶ 8.

7. Mr. Minaglia did not contact Bennett, but because of a personal emergency Bennett encountered over the Thanksgiving weekend, the Union did not file its motion during the week of November 28; and instead presents its motion now, and respectfully asks that the judgment order be entered, in the form attached or otherwise, at the earliest possible date. *Id.*, ¶ 9.

#### **Non-Financial Terms of Proposed Judgment Order**

8. In accord with the terms of the arbitration award, the proposed judgment order requires Mr. Minaglia to provide a \$60,000.00 bond in the required form, or to pay \$60,000.00 to the Union to serve as a cash bond; prohibits him from performing any work within the geographic and craft jurisdiction of the Union, regardless of the name or business form used, until he makes the required payment and provides the bond; orders him to permit the Union to place working stewards on all jobs; and orders him to report all job locations to the Labor-Management Cooperation Committee by 4:00 p.m. Friday of every week. *Id.*, ¶ 10.

### **Damage Award**

9. In accord with the terms of the arbitration award, the proposed judgment order requires Mr. Minaglia to pay to the Union, on behalf of itself, the Funds, and the individual Bricklayer a total of \$10,690.53, along with interest on that amount at the rate of 10% a year from November 30, 2011 through the date of payment. *Id.*, ¶¶ 10-12.

### **Cost Reimbursement**

10. The reimbursement figure contained in the judgment order totals \$4,558.15, comprising \$3,999.00 for fees and \$559.15 for costs.

11. As of the completion of this motion and the related documents, the Union's lawyer has devoted a total of 16.6 hours to this matter, with that work being described in detail and categorized in Bennett's affidavit. *Id.*, ¶¶ 13-14.

12. The Union also seeks reimbursement for an additional two hours of legal work, which its lawyer believes is the minimum amount of work that will be required after preparing and filing this motion. *Id.*, ¶ 16.

13. As set forth in the attached affidavit, the Union's lawyer actually performed the work for which reimbursement is sought, except for the anticipated two hours of future work, and did so based on his professional judgment that such work was necessary to represent the interest of his client. *Id.*, ¶ 15.

14. As also set forth in the attached affidavit, the Union's lawyer charges the Union and Funds \$215.00 an hour for work of this sort, which amount the Union respectfully submits is neither unreasonable nor excessive in light of his skill and experience. *Id.*, ¶¶ 17-18.

15. The Union seeks recovery of \$559.15 in costs, comprising the filing fee, the charge for service of the summons and complaint, the set cost figure charged for five electronic filings, and an overnight delivery charge. *Id.*, ¶ 19.

**Propriety of Entry of Judgment Order**

16. The Union respectfully submits that all information needed for entry of final judgment is presented in the attached material and there is no dispute as to any of this information, and therefore the Union respectfully asks that judgment be entered in its favor in the attached form or otherwise.

Respectfully submitted,

/s/ Barry M. Bennett

Attorney for

Administrative District Council 1 of  
the International Union of Bricklayers  
and Allied Craftworkers

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