

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

CHICAGO REGIONAL COUNCIL OF)	
CARPENTERS PENSION FUND, et al.,)	
)	
Plaintiffs,)	Case 12 cv 323
)	
)	Judge Darrah
v.)	
)	
COOK RETAIL CONSTRUCTION)	
SERVICES, LLC,)	
)	
Defendant.)	

MOTION FOR JUDGMENT BY DEFAULT

Now come Plaintiffs, the Chicago Regional Council of Carpenters Pension Fund, et al., by their attorney, David Whitfield of Whitfield McGann & Ketterman, and respectfully request that a Judgment by Default be entered against the Defendant, Cook Retail Construction Services, LLC. In support of the motion, the Plaintiffs state as follows:

1. Plaintiffs filed their Complaint on January 17, 2012 and the Defendant was served with a copy of the Complaint and Summons on January, 24, 2012. (Exhibit A)
2. The Defendant has failed to appear, answer or otherwise plead within the time allowed by the Federal Rules of Civil Procedure.
3. This action arises under Section 502 of the Employee Retirement Income Security Act and Section 301 of the Taft-Hartley Act. (29 U.S.C. §§1132 and 185). Jurisdiction is founded on the existence of questions arising thereunder.

4. The CHICAGO REGIONAL COUNCIL OF CARPENTERS PENSION FUND, the CHICAGO REGIONAL COUNCIL OF CARPENTERS WELFARE FUND and the CHICAGO REGIONAL COUNCIL OF CARPENTERS APPRENTICE AND TRAINEE PROGRAM ("Trust Funds") receive contributions from numerous employers pursuant to Collective Bargaining Agreements between the employers and the CHICAGO REGIONAL COUNCIL OF CARPENTERS, ("Union"), and therefore, are multiemployer plans. (29 U.S.C. §1002). The Trust Funds are administered at 12 East Erie, Chicago, Illinois and venue is proper in the Northern District of Illinois. (Exhibit B)

5. Cook Retail Construction Services, LLC is an employer engaged in an industry affecting commerce entered into a Collective Bargaining Agreement whose terms require Defendant to pay fringe benefits to the Trust Funds. (Exhibit B, Exhibit C)

6. The Collective Bargaining Agreement also binds Cook Retail Construction Services, LLC to the provisions of the Agreement and Declarations of Trust that created the Trust Funds ("Trust Agreements"). (Exhibit B)

7. Cook Retail Construction Services, LLC is required to make contributions to the Trust Funds for each hour worked by its carpenter employees at the rate and in the manner specified in the Collective Bargaining Agreements and Trust Agreements. In addition, the Defendant is required to make contributions to the Trust Funds measured by the hours worked by subcontractors that are not signatory to a Collective Bargaining Agreement with the Union. (Exhibit B)

8. Cook Retail Construction Services, LLC submitted the monthly contribution report for September 2011 but failed to submit full payment of \$12,340.16 until after suit was filed. (Exhibit B)

9. Cook Retail Construction Services, LLC owes liquidated damages on the untimely paid ERISA Contributions in the amount of \$897.54 for the period September 2011 pursuant to the Collective Bargaining Agreements, the Trust Agreements and 29 U.S.C. §1132(g)(2)(C)(ii). (Exhibit B)

10. Cook Retail Construction Services, LLC owes \$1,947.50 for necessary and reasonable attorney fees, and costs of \$385.00; totaling \$2332.50 which is collectible under the terms of the Collective Bargaining Agreements, the Trust Agreements and 29 U.S.C. §1132(g)(2)(D). (Exhibit D, Exhibit E)

WHEREFORE, Plaintiffs respectfully pray that this Honorable Court enter a Judgment by Default in the amount of \$3,230.04.

Respectfully Submitted,

CHICAGO REGIONAL COUNCIL
PENSION FUND et al.

By: s/David Whitfield
DAVID WHITFIELD