

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF  
CARPENTERS PENSION FUND, *et al.*,

Plaintiffs,

v.

PRECISION FIXTURE INSTALLATION,  
INC., an Ohio corporation,

Defendant.

15 CV 4942

Judge St. Eve

**PLAINTIFFS' MOTION FOR ENTRY OF JUDGMENT BY DEFAULT**

Plaintiffs, the CHICAGO REGIONAL COUNCIL OF CARPENTERS PENSION FUND, *ET AL.* (collectively "Trust Funds"), by their attorney Kevin P. McJessy, hereby move this Court pursuant to Federal Rule of Civil Procedure 55 to enter a judgment by default against PRECISION FIXTURE INSTALLATION, INC., an Ohio corporation ("Defendant"). In support of their motion, Trust Funds state as follows:

**COMPLAINT**

1. The Trust Funds filed a complaint against Defendant under the Employee Retirement Income Security Act ("ERISA") for production of books and records from Defendant for an audit of its fringe benefit contributions due and payment of any and all unpaid fringe benefit contributions, interest, liquidated damages, auditors' fees, and attorneys' fees and costs owed by Defendant pursuant to the terms of a collective bargaining agreement and applicable trust agreements.

2. On June 17, 2015, Defendant was served with a copy of the summons and complaint. A copy of the Return of Service was filed with the U.S. Clerk of Court on June 25,

2015. *See* Affidavit of Service, Docket Report Document No. 5. Defendant has failed to answer or appear.

3. This Court should enter a judgment by default against the Defendant pursuant to Federal Rule of Civil Procedure 55(a) because the Defendant has failed to answer or otherwise plead.

### **AUDIT FINDINGS**

4. Defendant is signatory to the collective bargaining agreement with the Chicago & Northeast Illinois Regional Council of Carpenters. *See* Decl. of J. Libby ¶3, Exhibit A.

5. Pursuant to the Agreement and ERISA, Defendant is required to pay fringe benefit contributions to the Trust Funds for work performed by Defendant's employees and non-union subcontractors performing work falling within the jurisdiction of the Union. *See* Decl. of J. Libby ¶4, Exhibit A; 29 U.S.C. §1132.

6. Pursuant to the Agreement and ERISA, Defendant must submit to a periodic audit of its books and records in order to verify the accuracy of the contributions reported and paid to the Trust Funds. *See* Decl. of J. Libby ¶5, Exhibit A; 29 U.S.C. §1059.

7. The Trust Funds engaged Legacy Professionals, LLP ("Legacy") to conduct an audit of Defendant's fringe benefit contributions to the Trust Funds for the period January 1, 2013 through June 30, 2014 ("Audit Period"). *See* Decl. of J. Libby ¶6, Exhibit A.

8. Defendant provided documents to Legacy sufficient for completion of an audit for the Audit Period. After completing the audit, Legacy prepared an audit report of Legacy's findings which was subsequently adjusted by the Trust Funds based on additional information. According to the Audit Report, Defendant owes the Trust Funds \$2,087.63 in unpaid fringe benefit contributions for the Audit Period. *See* Decl. of J. Libby ¶7, Exhibit A.

9. The Trust Funds made demands upon Defendant to produce books and records and pay the amount due. *See* Decl. of J. Libby ¶9, Exhibit A. Defendant failed to produce books and records and has failed to pay the amount due. Because Defendant failed to comply with the terms of the Agreement, the Trust Funds have had to employ the services of attorneys McJessy, Ching & Thompson, LLC to file a lawsuit to compel Defendant's compliance with the Agreement. As a result, the Trust Funds incurred attorneys' fees and costs. Under the terms of the Agreement, Defendant is liable for the auditors' fees and attorneys' fees and costs. *See* Decl. of J. Libby ¶9, Exhibit A.

### DAMAGES

10. The Trust Funds now seek entry of an order of default against the Defendant ordering Defendant to pay \$7,557.99 as follows:

- A. to pay the Trust Funds unpaid fringe benefit contributions of \$2,087.63, *see* Decl. of J. Libby ¶7, Exhibit A;
- B. to pay auditor's fees of \$3,434.40 incurred by the Trust Funds to complete the audit of Defendant's books and records, *see* Decl. of J. Libby ¶11, Exhibit A;
- C. to pay interest of \$91.22 on the amount that is due, *see* Decl. of J. Libby ¶10, Exhibit A;
- D. to pay liquidated damages of \$351.02 on the amount that is due, *see* Decl. of J. Libby ¶10, Exhibit A;
- E. to pay \$1,593.72 in reasonable attorneys' fees and costs the Trust Funds incurred in this action and any attorneys' fees that the Trust Funds will incur to obtain full compliance with this Order, *see* Decl. of J. Libby ¶9, Exhibit A, Decl. of K. McJessy ¶4, Exhibit B; and
- F. to award the Trust Funds such other and further relief as the Court deems just and equitable.

11. A draft proposed order is attached as Exhibit C.

WHEREFORE, the Trust Funds respectfully request that the Court enter judgment in their favor and against Defendant in the amount of \$7,557.99 for:

- A. unpaid fringe benefit contributions of \$2,087.63;
- B. auditor's fees of \$3,434.40 incurred by the Trust Funds to date to complete the audit of Defendant's books and records;
- C. interest of \$91.22 on the amount that is due;
- D. liquidated damages of \$351.02 on the amount that is due;
- E. \$1,593.72 in reasonable attorneys' fees and costs the Trust Funds incurred in this action and any attorneys' fees that the Trust Funds will incur to obtain full compliance with this Order; and
- F. such other and further relief as the Court deems just and equitable.

CHICAGO REGIONAL COUNCIL OF  
CARPENTERS PENSION FUND *et al.*

By: s/ Kevin P. McJessey  
One of their attorneys

Kevin P. McJessey  
McJESSEY, CHING & THOMPSON, LLC  
3759 North Ravenswood, Suite 231  
Chicago, Illinois 60613  
(773) 880-1260  
(773) 880-1265 (facsimile)  
mcjessey@MCandT.com

**CERTIFICATE OF SERVICE**

I, Kevin P. McJessey, an attorney, certify that I caused the foregoing **Plaintiffs' Motion For Entry Of Judgment By Default** to be served upon

Precision Fixture Installation, Inc.  
c/o Thomas Prusak, Registered Agent  
10093 Sundown Trail  
North Royalton, OH 44133

via U.S. Mail deposited in the United States Mail Depository at 3759 N. Ravenswood, Chicago, Illinois, postage prepaid, this 6<sup>th</sup> day of August 2015.

s/ Kevin P. McJessey  
Kevin P. McJessey

**15 CV 04942**

**Exhibit A**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF  
CARPENTERS PENSION FUND, *et al.*,

Plaintiffs,

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PRECISION FIXTURE INSTALLATION,  
INC., an Ohio corporation

Defendant.

15 CV 4942

Judge St. Eve

**DECLARATION OF JOHN LIBBY**

I, John Libby, hereby declare, under penalty of perjury pursuant to the laws of the United States, that the following statements are true to the best of my knowledge information and belief:

1. I am the Manager, Audits & Collections for the Chicago Regional Council of Carpenters Pension Fund, the Chicago Regional Council of Carpenters Welfare Fund, the Chicago and Northeast Illinois Regional Council of Carpenter Apprentice and Trainee Program and the Labor/Management Union Carpentry Cooperation Promotion Fund (collectively “the Trust Funds”).

2. As part of my duties, I am responsible for managing the collection of contributions for medical, pension and other benefits due from numerous employers pursuant to collective bargaining agreements between the employers and the Chicago and Northeast Illinois Regional Council of Carpenters (“Union”) and between employers and the United Brotherhood of Carpenters and Joiners of America.

3. PRECISION FIXTURE INSTALLATION, INC., an Ohio corporation (“Defendant”) is an employer bound by a collective bargaining agreement with the Union (“Area

Agreement”). A copy of the Agreement dated December 10, 2007 between Defendant and the Union by which Defendant agreed to be bound by the Area Agreement is attached as Exhibit A-1. The Agreement binds Defendant to the Area Agreement with the Union and the trust agreements establishing the Trust Funds. The Agreement, the Area Agreement and the trust agreements are collectively referred to herein as “Agreements.”

4. Pursuant to the Agreements, Defendant is required to pay fringe benefit contributions to the Trust Funds for work performed by Defendant’s employees and non-union subcontractors performing work falling within the jurisdiction of the Union.

5. Pursuant to the Agreements, Defendant also agreed to submit to a periodic audit of its books and records in order to verify the accuracy of the contributions reported and paid to the Trust Funds.

6. The Trust Funds engaged Legacy Professionals, LLC (“Legacy”) to conduct an audit of Defendant’s fringe benefit contributions to the Trust Funds for the period January 1, 2013 through June 30, 2014.

7. Defendant produced records to Legacy. Legacy prepared an Audit Report of Defendant’s fringe benefit contributions to the Trust Funds based on Legacy’s review of the records produced by Defendant. A copy of the Audit Report was tendered to Defendant who produced additional information to the Trust Funds which, in turn, prepared an Adjusted Audit Report. A copy of the Adjusted Audit Report is attached as Exhibit A-2. According to the Adjusted Audit Report and based on the records produced by Defendant to Legacy and to the Trust Funds, Defendant owes \$2,087.63 in unpaid fringe benefit contributions to the Trust Funds.



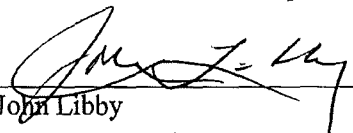
8. The Agreements provide that the Trust Funds collect liquidated damages on unpaid fringe benefit contributions at a rate of 1½ percent compounded monthly and capped at 20 percent. The Agreements also provide that the Trust Funds collect interest on unpaid fringe benefit contributions as allowed by law.

9. Because Defendant failed to comply with the terms of the Agreements, the Trust Funds have had to employ the services of attorney McJessey Ching & Thompson, LLC. As a result, the Trust Funds incurred attorneys' fees and costs.

10. A summary of the updated calculations of accrued interest and liquidated damages as of July 31, 2015 is attached hereto as Exhibit A-3. Defendant owes \$91.22 in unpaid interest calculated pursuant to 26 U.S.C. §6621 and \$351.02 in unpaid liquidated damages calculated in accordance with the Agreements.

11. The Trust Funds paid Legacy \$3,434.40 as auditors' fees for Legacy to conduct its review of Defendant's books and records and to prepare the Audit Report.

12. I have personal knowledge of the matters stated in this affidavit and could testify competently to them.

  
\_\_\_\_\_  
John Libby

8/6/15  
\_\_\_\_\_  
Date

**15 CV 04942**

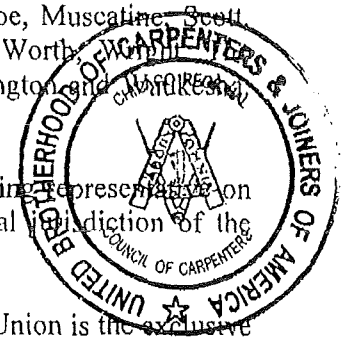
**Exhibit A-1**

# 22923,  
SD 714

## Memorandum of Agreement

**Employer** Precision Fixture Installation, Inc.      **Address** 10093 Sundown Trail  
**City** North Royalton      **State** OH      **Zip** 44133      **Phone** 440-230-1517

THIS AGREEMENT is entered into between the Chicago Regional Council of Carpenters ("Union") and the Employer, including its successors and assigns covering the geographic jurisdiction of the Union including the following counties in Illinois: Boone, Bureau, Carroll, Cook, DeKalb, DuPage, Grundy, Henderson, Henry, Iroquois, Jo Daviess, Kane, Kankakee, Kendall, Lake, La Salle, Lee, Marshall, McHenry, Mercer, ogle, Putnam, Rock Island, Stark, Stephenson, Whiteside, Will, Winnebago. The following counties in Iowa: Allamakee, Appanoose, Benton, Black Hawk, Bremer, Buchanan, Butler, Cedar, Cerro Gordo, Chickasaw, Clayton, Clinton, Davis, Delaware, Des Moines, Dubuque, Fayette, Floyd, Franklin, Grundy, Hancock, Henry, Howard, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Mahaska, Mitchell, Monroe, Muscatine, Scott, Tama, Van Buren, Wapello, Washington, Wayne, Winnebago, Winneshiek, Worth, and the following counties in Wisconsin: Kenosha, Milwaukee, Ozaukee, Racine, Washington and The Union and the Employer do hereby agree to the following:



1. The Employer recognizes the Union as the sole and exclusive bargaining representative on behalf of its employees who are working within the territorial and occupational jurisdiction of the Union.
2. The Employer has reviewed sufficient evidence and is satisfied that the Union is the exclusive bargaining representative of a majority of its employees presently working within the territorial and occupational jurisdiction of the Union.
3. The Employer and the Union agree to incorporate into this Memorandum Agreement and to be bound by the Agreements negotiated between the Chicago Regional Council of Carpenters and various employers and employer associations, including all Area Agreements for the period beginning with the execution of this Memorandum Agreement and ending on the expiration dates of any current and successor Agreements which are incorporated herein (see attached list). Unless the Employer provides written notice by certified mail to the Chicago Regional Council of its desire to terminate or modify the Agreement at least three (3) calendar months prior to the expiration of such Agreements, the Agreement shall continue in full force and effect through the full term and duration of all subsequent Agreements which are incorporated by reference.
4. The Employer agrees to be bound to the terms of the various Trust Agreements to which contributions are required to be made under the Agreements incorporated in Paragraph 3, including all rules and regulations adopted by the Trustees of each Fund.

In Witness Whereof the parties have executed this Memorandum of Agreement on this 10th day of December, 2007.

**EMPLOYER**  
Mary C Prusak  
MARY C PRUSAK, PRESIDENT  
Print Name and Title  
12/12/07

**CHICAGO REGIONAL COUNCIL OF CARPENTERS**  
Stan Demas  
Authorized Regional Council Representative

Agreements

(Central Region)

Mid American Regional Bargaining Association, Cook, Lake and DuPage  
Mid American Regional Bargaining Association, Kane, Kendall and McHenry  
Mid American Regional Bargaining Association, Will  
Kankakee Contractors Association  
Residential Construction Employers' Council, Cook, Lake and DuPage  
Residential Construction Employers' Council, Will  
Residential Construction Employers' Council, Grundy  
Woodworkers Association of Chicago (Mill-Cabinet)



(Western Region)

Illinois

Quad City Builders Association, Commercial, Rock Island Mercer, Henry and Henderson  
Floor Covering, Rock Island, Mercer, Henry and Henderson  
Illinois Valley Contractors' Association, Bureau, LaSalle, Marshall, Putnam and Stark  
Window and Door, Boone, Bureau, Carroll, DeKalb, Henderson, Henry, Jo Daviess, LaSalle, Marshall,  
Mercer, Ogle, Putnam, Rock Island, Stark, Stephenson, Whiteside and Winnebago  
Commercial/Residential, DeKalb, Eastern Ogle and cities in Sandwich and Somonauk  
Residential Construction Employers' Council, DeKalb, Eastern Ogle and cities in Sandwich and  
Somonauk  
Residential Construction Employers' Council, Boone, Carroll, Jo Daviess, Lee, Ogle, Stephenson,  
Whiteside and Winnebago  
Northern Illinois Building Contractors Association Inc., Boone, Carroll, Jo Davies, Lee, Ogle,  
Stephenson, Whiteside and Winnebago  
Floor Covering, Boone, Carroll, DeKalb, Jo Daviess, Lee, Lee, Ogle, Stephenson, Whiteside and  
Winnebago  
Millwright, Boone, Bureau, Carroll, DeKalb, Henderson, Jo Daviss, LaSalle, Lee, Marshall, Mercer,  
Ogle, Putnam, Rock Island, Stark, Stephenson, Whiteside, and Winnebago  
Associated General Contractors of Illinois (Heavy and Highway) Highway Districts 2-7 and portions of  
1 and 8

Iowa

Commercial, Muscatine, Scott, Louisa north of Iowa River  
Floorcovering, Lousia north of Iowa River, Muscatine and Scott  
Residential, Clinton, Louisa, Muscatine, Scott and Seven southern most townships of Jackson County  
including Monmouth, South Fork, Maquoketa, Fairfield, Van Buren, Iowa and Union  
Heavy and Highway Associated Contractors Agreement Scott County  
Herberger Construction Heavy and Highway  
Heavy and Highway Contractors' Association- entire State except Scott County  
Commercial Benton, Jones, Linn and Tama  
Residential Benton, Jones, Linn and Tama  
Commercial, Des Moines, Henry, Lee and Louisa south of Iowa River  
Residential, Des Moines, Henry, Lee and Louisa south of Iowa River

Commercial/Residential Dubuque, Delaware, Clayton, and Six Northern Townships in Jackson  
 Commercial/Residential, Appanoosa, Davis, Jefferson, Keokuk, Mahaska, Monroe, Van Buren, Wapello, and Wayne  
 Commercial, Clinton, Seven Southern most townships of Jackson including Monmouth, South Fork, Maquoketa, Fairfield, Van Buren, Iowa, and Union  
 Floor Covering, Dubuque, Delaware, Clayton, and six Northern Townships in Jackson Window and Door, State  
 Commercial, Cedar, Iowa, Johnson, Poweshiek and Washington  
 Commercial Interior Systems, Cedar, Iowa, Johnson, Poweshiek and Washington  
 Residential, Cedar, Iowa, Johnson, Poweshiek and Washington  
 Commercial, Cerro Gordo, Franklin, Hancock, Kossuth, Winnebago, Worth and Wright, Buchanan, Independent Contractors of Waterloo (Commercial) Butler, Chicksaw, Fayette, Floyd, Grundy, Howard, Mitchell, Winneshiek  
 Millwright, Adair, Allmakee, Appanoosa, Benton, Black Hawk, Boone, Bremer, Buchanan, Butler, Cedar, Calhoun, Carroll, Cerro Gordo, Chicksaw, Clayton, Clarke, Clinton, Dallas, Davis, Decatur, Delaware, Des Moines, Dubuque, Emmet, Fayette, Floyd, Franklin, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Henry, Howard, Humboldt, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Lee, Linn, Lucas, Louisa, Madison, Mahaska, Marion, Marshall, Mitchell, Monroe, Muscatine, Palo Alto, Pocahontas, Polk, Poweshiek, Ringhold, Scott, Story, Tama, Union, Van Buren, Warren, Wapello, Washington, Wayne, Webster, Winnebago, Winneshiek, Worth, Wright

( Northern Region)



Commercial Carpenters and Floor Coverers' Agreement (State of Wisconsin)  
 Commercial Capenters Agreement, Kenosha/Racine  
 Millwright Erectors' Agreement  
 Pile Drivers' Agreement  
 Insulators Agreement  
 Overhead Door Agreement

The Employers Acknowledges receipt of a current copy of each agreement under which the company will be performing work. Each of the agreements are available upon request

It is also understood and agreed that it is the Employers obligation to make a written request of additional Collective Bargaining Agreement(s) in the event that the Company performs work in areas for which it has not already obtained a copy of the applicable Agreement.

\_\_\_\_\_  
 Employer

\_\_\_\_\_  
 Date

**15 CV 04942**

**Exhibit A-2**

# Discrepancy Summary By Month

Account Number:	23923	Audit Period:	Jan 13 - Jun 14
Employer:	Precision Fixture Installation	Contact:	Mary Prusak
Address:	10093 Sundown Trail North Royalton, OH 44133	Title:	President
Phone:	440-230-1517	Page:	1 of 8

Reporting Period	Discrepancy Total Hours	Discrepancy Benefit Hours	Contribution Rate	Discrepancy Amount
May 2013	4.00	4.00	25.67	\$102.68
October 2013	9.50	9.50	26.87	\$255.27
November 2013	42.00	42.00	26.87	\$1,128.54
April 2014	14.00	14.00	26.87	\$376.18
June 2014	8.00	8.00	28.12	\$224.96
	Total Hours 77.50	Benefit Hours 77.50		Discrepancy Amount \$2,087.63
				Liquidated Damages \$351.02
				Total Amount Due \$2,438.65

## Discrepancy Summary By Error Type

Account Number:	23923	Audit Period:	Jan 13 - Jun 14
Employer:	Precision Fixture Installation	Contact:	Mary Prusak
Address:	10093 Sundown Trail	Title:	President
	North Royalton, OH 44133		
Phone:	440-230-1517	Page:	2 of 8

Code	Description	Dollar Amount
<b>SIGNATORY EMPLOYER: PAYROLL</b>		
P3	Omission	\$747.56
P8	Electronic Record Exclusively Reported to Other Fund - Clerical Error	\$1,340.07
Sub-Total Discrepancies From All Listed Codes		\$2,087.63
Liquidated Damages		\$351.02
Total Amount Due		\$2,438.65



# Liquidated Damages Schedule

Account Number:	23923	Audit Period:	Jan 13 - Jun 14
Employer:	Precision Fixture Installation	Contact:	Mary Prusak
Address:	10093 Sundown Trail	Title:	President
	North Royalton, OH 44133		
Phone:	440-230-1517	Page:	3 of 8

Reporting Period	Contributions Due	Compounding Periods	Calculating Percentage	Total Liquidated Damages Owed
May 2013	\$102.68	18.00	20.00%	\$20.54
October 2013	\$255.27	13.00	20.00%	\$51.05
November 2013	\$1,128.54	12.00	19.56%	\$220.74
April 2014	\$376.18	7.00	10.98%	\$41.30
June 2014	\$224.96	5.00	7.73%	\$17.39
<b>Total Discrepancies</b>				
	\$2,087.63		<b>Total Damages this Schedule</b>	\$351.02
			<b>20% of Discrepancies</b>	\$417.53
<b>Assessed Damages</b>				\$351.02

# Monthly Detail Report

Account Number: 23923

Audit Period: Jan 13 - Jun 14

Employer: Precision Fixture Installation  
 Address: 10093 Sundown Trail  
 North Royalton, OH 44133  
 Phone: 440-230-1517

Month: May 2013

Page #: 4 of 8

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	* * * * * Actual Hours Per Week * * * * *					Total Hours	Capped Hours	Total Hour Difference	Benefit Hour Difference
					W/E 03-May	W/E 10-May	W/E 17-May	W/E 24-May	W/E 31-May				
[REDACTED]	Norton, David	P3	0.00	0.00	0.00	0.00	4.00	0.00	0.00	4.00		4.00	4.00
Total					0.00	0.00	4.00	0.00	0.00	4.00		4.00	4.00

Total Items Listed in this Period: 1.00

# Monthly Detail Report

Account Number: 23923

Audit Period: Jan 13 - Jun 14

Employer: Precision Fixture Installation

Month: October 2013

Address: 10093 Sundown Trail  
North Royalton, OH 44133

Page #: 5 of 8

Phone: 440-230-1517

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	* * * * * Actual Hours Per Week * * * * *					Total Hours	Capped Hours	Total Hour Difference	Benefit Hour Difference
					W/E 05-Oct	W/E 12-Oct	W/E 19-Oct	W/E 26-Oct					
	Wheater, Michael	P8	154.00	154.00	60.00	69.50	34.00	0.00		163.50		9.50	9.50
Total					60.00	69.50	34.00	0.00	0.00	163.50		9.50	9.50

Total Items Listed in this Period: 1.00

# Monthly Detail Report

Account Number: 23923

Audit Period: Jan 13 - Jun 14

Employer: Precision Fixture Installation

Month: November 2013

Address: 10093 Sundown Trail  
North Royalton, OH 44133

Page #: 6 of 8

Phone: 440-230-1517

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	* * * * * Actual Hours Per Week * * * * *				Total Hours	Capped Hours	Total Hour Difference	Benefit Hour Difference	
					W/E 02-Nov	W/E 09-Nov	W/E 16-Nov	W/E 23-Nov					
[REDACTED]	Borisa, Thomas	P8	53.00	53.00	0.00	50.00	9.00	3.00	62.00		9.00	9.00	
	Bouch, Tom	P3	0.00	0.00	0.00	21.00	3.00	0.00	24.00		24.00	24.00	
	Wheater, Michael	P8	83.00	83.00	0.00	50.00	9.00	33.00	92.00		9.00	9.00	
Total					0.00	121.00	21.00	36.00	0.00	178.00		42.00	42.00

Total Items Listed in this Period: 3.00

# Monthly Detail Report

Account Number: 23923

Audit Period: Jan 13 - Jun 14

Employer: Precision Fixture Installation

Month: April 2014

Address: 10093 Sundown Trail  
North Royalton, OH 44133

Page #: 7 of 8

Phone: 440-230-1517

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	* * * * * Actual Hours Per Week * * * * *					Total Hours	Capped Hours	Total Hour Difference	Benefit Hour Difference
					W/E 04-Apr	W/E 05-Apr	W/E 12-Apr	W/E 19-Apr	W/E 26-Apr				
	Gallagher, Michael	P8	100.00	100.00	0.00	30.00	0.00	68.00	0.00	98.00		(2.00)	(2.00)
	Wheater, Michael	P8	157.00	157.00	0.00	70.00	0.00	76.00	27.00	173.00		16.00	16.00
<b>Total</b>					0.00	100.00	0.00	144.00	27.00	271.00		14.00	14.00

Total Items Listed in this Period: 2.00

# Monthly Detail Report

Account Number: 23923

Audit Period: Jan 13 - Jun 14

Employer: Precision Fixture Installation

Month: June 2014

Address: 10093 Sundown Trail  
North Royalton, OH 44133

Page #: 8 of 8

Phone: 440-230-1517

Reference Number	Employee / Payee Name	Error Code	Total Hours Reported	Benefit Hours Reported	* * * * * Actual Hours Per Week * * * * *					Total Hours	Capped Hours	Total Hour Difference	Benefit Hour Difference
					W/E 06-Jun	W/E 13-Jun	W/E 20-Jun	W/E 27-Jun					
	Wheater, Michael	P8	112.00	112.00	40.00	40.00	40.00			120.00		8.00	8.00
Total					40.00	40.00	40.00	0.00	0.00	120.00		8.00	8.00

Total Items Listed in this Period: 1.00

**15 CV 04942**

**Exhibit A-3**

## Interest & Damages Summary

Account Number: 23923

Calculation Date: July 31, 2015

Employer: Precision Fixture Installation  
 Address: 10093 Sundown Trail  
 North Royalton, OH 44133

Reporting Period	Delinquency Amount	Interest	Liquidated Damages	Total Due
May 2013	\$102.68	\$6.44	\$20.54	\$129.66
October 2013	\$255.27	\$12.62	\$51.05	\$318.94
November 2013	\$1,128.54	\$52.93	\$220.74	\$1,402.21
April 2014	\$376.18	\$12.76	\$41.30	\$430.24
June 2014	\$224.96	\$6.47	\$17.39	\$248.82
<b>Totals</b>	<b>\$2,087.63</b>	<b>\$91.22</b>	<b>\$351.02</b>	<b>\$2,529.87</b>



**15 CV 04942**

**Exhibit B**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF  
CARPENTERS PENSION FUND, *et al.*,

Plaintiffs,

v.

PRECISION FIXTURE INSTALLATION,  
INC., an Ohio corporation,

Defendant.

15 CV 4942

Judge St. Eve

**DECLARATION OF KEVIN P. MCJESSY**

I, Kevin P. McJessy, hereby declare, under penalty of perjury pursuant to the laws of the United States, that the following statements are true:

1. I am one of the attorneys representing the Chicago Regional Council of Carpenters Pension Fund, the Chicago Regional Council of Carpenters Welfare Fund, the Chicago and Northeast Illinois Regional Council of Carpenter Apprentice and Trainee Program, and the Labor/Management Union Carpentry Cooperation Promotion Fund (collectively “the Trust Funds”) in the above-captioned lawsuit (“Lawsuit”) against PRECISION FIXTURE INSTALLATION, INC., an Ohio corporation (“Defendant”).

2. I have been licensed to practice law in the State of Illinois and the United States District Court for the Northern District of Illinois since 1995. I am an attorney with McJessy, Ching & Thompson, LLC (“MC&T”).

3. As part of my practice, I handle claims under ERISA. I personally represented the Trust Funds in this Lawsuit. I have represented the Trust Funds in this Lawsuit since its inception.

4. The Trust Funds have incurred \$1,593.72 in fees and expenses to compel Defendant to comply with its obligations under the terms of the Collective Bargaining Agreement and applicable trust agreements. A redacted copy of the billing statement from MC&T from the inception of this Lawsuit to the present, redacted to protect privileged communications, is attached as Exhibit B-1. The detailed billing statement describes in detail all work performed by MC&T in this matter.

a) The Trust Funds have collectively incurred fees totaling \$992.00 for 6.6 hours of attorney services. The substantially reduced hourly rate for attorneys at MC&T for Trust Funds matters is \$160.00 per hour.

b) The Trust Funds have collectively incurred fees totaling \$84.00 for 1.4 hours of paralegal time. The substantially reduced hourly rate for paralegals at MC&T for Trust Fund matters is \$60.00 per hour.

c) The Trust Funds incurred \$517.72 in expenses for the filing fee, process server charge for service of summons, courier charge and photocopy charge.

5. The attorneys' fees, paralegal fees and costs charged to the Trust Funds in this matter are consistent with MC&T's regular charges for services to the Trust Funds on similar matters and are substantially reduced from MC&T for other clients.

6. I have personal knowledge of the matters stated in this affidavit and could testify competently to them.

FURTHER AFFIANT SAYETH NOT.

  
Kevin P. McJessy

\_\_\_\_\_  
Date

**15 CV 04942**

**Exhibit B-1**

Date	Received From/Paid To Entry # Explanation	Chq# Rec#	----- General -----		Fees	Bld  ----- Trust Activity -----		Balance
			Rcpts	Disbs		Inv#	Acc	
1000	Chicago Regional Council of Carpenters - 0239-PREC Precision Fixture Installation - Audits							
Jun 4/2015	Lawyer: SK 0.60 Hrs X 60.00 90551 Prepared civil cover sheet, attorney appearance and summons; filed complaint, civil cover sheet and appearance with court; reviewed ECF notice regarding judges' assignments and completed summons as appropriate; prepared email correspondence to court clerk forwarding summons for issuance.				36.00	9367		
Jun 4/2015	Lawyer: KM 2.10 Hrs X 160.00 91589 Telephone call with J. Conklin regarding [REDACTED] [REDACTED] (1) Reviewed audit referral file. Reviewed online information about defendant to confirm information as to defendant and agent. Prepared draft complaint. (2.0) Reviewed attendant documents to complaint prior to filing.				336.00	9367		
Jun 5/2015	Lawyer: SK 0.40 Hrs X 60.00 90554 Confer with and prepared email correspondence to Ohio process server forwarding summons and complaint for service; prepared email correspondence to J. Libby and J. Conklin [REDACTED]				24.00	9367		
Jun 8/2015	Lawyer: KM 0.10 Hrs X 160.00 91399 Reviewed ECF court order of Judge St. Eve setting status hearing for 7/20/15.				16.00	9367		
Jun 22/2015	90928 Billing on invoice 9286			0.00		9286		
Jun 25/2015	Capital One Services 90963 Filing Fee -	4706		400.00		9367		
Jun 25/2015	Lawyer: SK 0.40 Hrs X 60.00 90973 Reviewed process server's affidavit of service and filed same with court; prepared correspondence to Judge St. Eve forwarding file-stamped courtesy copy of same.				24.00	9367		
Jun 30/2015	Expense Recovery 91018 Photocopy Recovery	00316		3.12		9367		
Jun 30/2015	US Messenger & Logistics 91239 Courier Recovery	4709		14.60		9367		
Jul 20/2015	Billing on Invoice 9367 91635 FEES 436.00 DISBS 417.72			0.00		9367		
Jul 20/2015	Lawyer: KM 1.20 Hrs X 160.00 91983 Appeared in court before Judge St. Eve for initial status hearing; case continued to 8/5/15.				192.00			
Jul 21/2015	Lawyer: KM 0.20 Hrs X 160.00 91668 Telephone call from J. Conklin regarding [REDACTED] [REDACTED]				32.00			
Jul 23/2015	Capital One Services 91834 Process Server recovery - Attorney Services of NE Ohio	4721		100.00				
Jul 28/2015	Chicago Regional Council of Carpe 91888 PMT -	01644	853.72					
Jul 29/2015	Lawyer: KM 0.20 Hrs X 160.00 91988 Telephone call with J. Conklin, client, regarding [REDACTED] [REDACTED]				32.00			
Jul 31/2015	Lawyer: KM 0.40 Hrs X 160.00 91986 Telephone call from J. Conklin regarding [REDACTED] [REDACTED] (2) Reviewed correspondence from				64.00			

Date	Received From/Paid To	Chq#	----- General -----		Bld	----- Trust Activity -----				
Entry #	Explanation	Rec#	Rcpts	Disbs	Fees	Inv#	Acc	Rcpts	Disbs	Balance
	J. Conklin [REDACTED] [REDACTED] [REDACTED]; reviewed report. (.2)									
Aug 5/2015 91985	Lawyer: KM 0.40 Hrs X 0.00 Telephone call with S. Keating and advised of error in diaried court date, case heard today. Reviewed ECF court order of Judge St. Eve resetting court hearing. Telephone call with S. Keating to arrange for change in court date until I return from vacation. Reviewed ECF court order of Judge St. Eve resetting court date. [NO CHARGE]				0.00					
Aug 6/2015 91984	Lawyer: KM 2.00 Hrs X 160.00 Prepared motion for entry of default judgment order based on completed, adjusted audit. (.6) Telephone call with N. Lagalo, client, regarding [REDACTED] [REDACTED] (.3) Prepared declaration of J. Libby and reviewed file documents to draft declaration. (.6) Prepared correspondence to J. Libby [REDACTED] [REDACTED]. (.1) Prepared declaration of K. McJessey for attorneys fees and costs; reviewed billing ledger to prepare declaration. (.4)				320.00					

UNBILLED					BILLED					BALANCES	
TOTALS	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST	
PERIOD	100.00	0.00	640.00	740.00	417.72	436.00	0.00	853.72	0.00	0.00	
END DATE	100.00	0.00	640.00	740.00	417.72	436.00	0.00	853.72	0.00	0.00	

UNBILLED					BILLED					BALANCES	
FIRM TOTAL:	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST	
PERIOD	100.00	0.00	640.00	740.00	417.72	436.00	0.00	853.72	0.00	0.00	
END DATE	100.00	0.00	640.00	740.00	417.72	436.00	0.00	853.72	0.00	0.00	

REPORT SELECTIONS - Client Ledger

Layout Template Default  
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 Requested by ADMIN  
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 Matter Intro Lawyer All  
 Responsible Lawyer All  
 Assigned Lawyer All  
 Type of Law All  
 Select From Active, Inactive, Archived Matters  
 Matters Sort by Default  
 New Page for Each Lawyer No  
 New Page for Each Matter No  
 No Activity Date Dec/31/2199  
 Firm Totals Only No  
 Totals Only No  
 Entries Shown - Billed Only No  
 Entries Shown - Disbursements Yes  
 Entries Shown - Receipts Yes  
 Entries Shown - Time or Fees Yes  
 Entries Shown - Trust Yes  
 Incl. Matters with Retainer Bal No  
 Incl. Matters with Neg Unbld Dish No  
 Trust Account All  
 Working Lawyer All  
 Include Corrected Entries No  
 Show Check # on Paid Payables No  
 Show Client Address No  
 Consolidate Payments No  
 Show Trust Summary by Account No  
 Show Interest No  
 Interest Up To Aug/ 6/2015

**15 CV 04942**

**Exhibit C**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CHICAGO REGIONAL COUNCIL OF  
CARPENTERS PENSION FUND, *et al.*,

Plaintiffs,

v.

PRECISION FIXTURE INSTALLATION,  
INC., an Ohio corporation,

Defendant.

15 CV 4942

Judge St. Eve

**ORDER**

Pursuant to Federal Rule of Civil Procedure 55, a judgment by default is hereby entered in favor of the Chicago Regional Council of Carpenters Pension Fund *et al.* (“Trust Funds”) and against defendant PRECISION FIXTURE INSTALLATION, INC., an Ohio corporation (“Defendant”) in the amount of \$7,557.99 as follows:

- A. \$2,087.63 in unpaid contributions pursuant to the adjusted audit findings;
- B. \$3,434.40 for auditor’s fees incurred by the Trust Funds to complete the audit of Defendant’s books and records;
- C. \$91.22 in interest;
- D. \$351.02 in liquidated damages; and
- E. \$1,593.72 in reasonable attorneys’ fees and costs the Trust Funds incurred in this action.

The Trust Funds shall also recover reasonable attorney’ fees and costs incurred by the Trust Funds in enforcing this order and any such further relief as this Court deems appropriate.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge Amy J. St. Eve