

United States District Court
District of Massachusetts

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GINA M. ALONGI, as she is)	
ADMINISTRATOR, INTERNATIONAL)	
UNION OF OPERATING ENGINEERS)	
LOCAL 4 HEALTH AND WELFARE,)	Civil No.
PENSION, ANNUITY AND SAVINGS)	10-12236-NMG
FUNDS, LABOR-MANAGEMENT)	
COOPERATION TRUST; and HOISTING)	
AND PORTABLE ENGINEERS LOCAL 4)	
APPRENTICE AND TRAINING FUND,)	
Plaintiffs,)	
)	
v.)	
)	
D&M CONCRETE FLOOR COMPANY, INC.)	
and HENRY DEMELLO,)	
Defendants,)	
)	
and)	
)	
BACON CONSTRUCTION CO., INC.)	
and BARLETTA ENGINEERING)	
CORPORATION,)	
Reach-and-Apply)	
Defendants.)	
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MEMORANDUM AND ORDER

GORTON, J.

In considering plaintiffs' motion for a temporary restraining order, this Court has reviewed the supporting memorandum of law as well as the pleadings and exhibits on file.

The Court determines that, on the basis of the foregoing, plaintiffs have demonstrated a reasonable likelihood of success on the merits and a significant risk of irreparable harm if their

motion for a temporary restraining order were erroneously denied. The plaintiff Funds seek to satisfy the debt of the corporate defendant, D&M Concrete Floor Company, Inc. ("D&M"), at least partly out of payments that have or will come due from Barletta Engineering Corporation ("Barletta"). If those payments were diverted, transferred or otherwise reduced in value, the plaintiff Funds would be unable to satisfy fully their fiduciary and statutory obligations to their beneficiaries and participants.

PRELIMINARY INJUNCTION

In accordance with the foregoing, plaintiffs' motion for a temporary restraining order (Docket No. 15), having been duly served on the defendants and the reach-and-apply defendants, is treated as a motion for preliminary injunction and is **ALLOWED**. It is hereby **ORDERED, ADJUDGED AND DECREED** that, from the date of this Order until further notice from the Court:

Barletta Engineering Corporation, its affiliates and subsidiaries, along with any and all other parties that receive actual notice of this Temporary Restraining Order, and their agents, servants, employees, attorneys and those persons in active participation with them and acting at their command, are enjoined from secreting, concealing, destroying, damaging, selling, transferring, pledging, encumbering, assigning or in any way or manner disposing of or reducing the value of, or making

any payment to any party other than the plaintiffs on account of, sums that are due or will hereafter become due to defendants D&M Concrete Floor Company, Inc. and Henry Demello up to the amount owed by the defendants to the plaintiffs (\$43,603.65).

Having also determined that, at this stage of the proceedings, there is no need for plaintiffs to post a security bond pursuant to Fed. R. Civ. P. 65(c), plaintiffs are excused, until further notice, from posting such a bond.

So ordered.



Nathaniel M. Gorton
United States District Judge

Dated May 4, 2012