

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

Trustees of the
BRICKLAYERS PENSION TRUST FUND –
METROPOLITAN AREA; BRICKLAYERS AND
TROWEL TRADES INTERNATIONAL
RETIREMENT SAVINGS PLAN;
BRICKLAYERS HOLIDAY TRUST FUND,
METROPOLITAN AREA; TROWEL TRADES
HEALTH AND WELFARE FUND, DETROIT
AND VICINITY, BRICKLAYERS AND
TROWEL TRADES INTERNATIONAL
PENSION FUND; DETROIT METROPOLITAN
MASONRY JOINT APPRENTICESHIP AND
TRAINING COMMITTEE; the BRICKLAYERS
INTERNATIONAL MASONRY INSTITUTE and
the LABOR-MANAGEMENT COOPERATION
COMMITTEE;

Plaintiffs,

vs.

Case No. 13-10493
HON. George Caram Steeh

RIVER CITY CONTRACTING, LLC, a limited
liability company, RANDY G. MARTINUZZI, an
individual and WILLIE L. HARTFIELD an
individual, jointly and severally,

Defendants.

NOVARA TESIJA, P.L.L.C.
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DEFAULT JUDGMENT

THIS MATTER CAME before the Court on Plaintiffs' Motion for the Entry of a Default Judgment. The Court, being fully advised in the premises, finds that:

1. The Summons and Complaint were served on Defendant, River City, on March 17, 2013. The proofs of service are on file with the Court.
2. Defendant did not file an answer or take any other action to defend themselves within 21 days following the service of process.
3. Defendant is not an infant or incompetent person.
4. A Clerk's Entry of Default was entered against the Defendants on July 8, 2013.

ACCORDINGLY, IT IS ORDERED THAT Plaintiffs shall have judgment against Defendant, River City Contracting, LLC, a Michigan limited liability company, pursuant to 29 U.S.C. 1132(g)(2):

1. In the amount of \$36,840.87, which includes \$35,647.62 in fringe benefit contributions and liquidated damages, and \$1,193.25 in attorney fees.

IT IS ALSO ORDERED that Defendant River City shall submit to an audit as to all periods during which contribution reports have not been filed and to which an audit has not been performed;

IT IS ALSO ORDERED that Defendant River City shall comply with all provisions of the collective bargaining agreement in place with the Bricklayers and Allied Craftworkers Local 1;

IT IS FURTHER ORDERED that the Court shall retain jurisdiction of this matter pending satisfaction of this judgment and/or compliance with any additional orders.

Dated:

8-19-13


U. S. District Court Judge