

FILED
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9/17/2012 2:23 pm

U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
LONG ISLAND OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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THOMAS GESUALDI, LOUIS BISIGNANO,
DOMINICK MARROCCO, ANTHONY PIROZZI,
JOSEPH A. FERRARA, SR., FRANK H. FINKEL,
MARC HERBST, DENISE RICHARDSON, THOMAS F.
CORBETT, and ANTHONY D'AQUILA as
Trustees and Fiduciaries of the Local 282
Welfare Trust Fund, the Local 282 Pension
Trust Fund, the Local 282 Annuity Trust
Fund, the Local 282 Job Training Trust
Fund, and the Local 282 Vacation and Sick
Leave Trust Fund,

MEMORANDUM & ORDER
11-CV-4213(JS)(ARL)

Plaintiffs,

-against-

ABBEY TOOL & INDUSTRIAL SUPPLY, INC.,

Defendant.

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APPEARANCES

For Plaintiffs: Michael Seth Adler, Esq.
Cohen, Weiss and Simon LLP
330 West 42nd Street, 25th Floor
New York, NY 10036

For Defendant: No Appearances.

SEYBERT, District Judge:

Plaintiffs, the Trustees of certain employee benefit funds (the "Funds"), sued Defendant Abbey Tool & Industrial Supply, Inc. to enforce Defendant's obligations under a collective bargaining agreement. Defendant has not appeared or otherwise defended this suit, and Plaintiffs moved for a default judgment. On July 30, 2012, Magistrate Judge Arlene R. Lindsay

issued a Report and Recommendation ("R&R") recommending that a default judgment be entered and that Plaintiffs be awarded \$7,929.96 in attorneys' fees and costs.¹ No objections were filed within the prescribed time.

Judge Lindsay's R&R is thorough, well-reasoned, and free of clear error. Accordingly, it is ADOPTED in its entirety. The Clerk of the Court is respectfully directed to enter judgment against Defendant and in favor of Plaintiffs in the amount of \$7,929.96. The Clerk of the Court is further directed to mark this case CLOSED.

SO ORDERED.

/s/ JOANNA SEYBERT
Joanna Seybert, U.S.D.J.

Dated: September 17, 2012
Central Islip, New York

¹ The amount to be awarded is limited to the attorneys' fees and costs Plaintiffs incurred in bringing this action to enforce Defendant's obligations under the collective bargaining agreement and ERISA. The evidence established that Defendant breached the agreement and violated ERISA but that it did not owe any contributions to the Plaintiff funds. (See R&R at 4 n.2.)