UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

MEMPHIS CITY CARTAGE, LLC,	)	Case No.: 1:19 CV 1844
	)	
Plaintiff	)	JUDGE SOLOMON OLIVER, JR.
	)	
v.	)	
	)	
SPECIALTY PLASTIC RECYCLING, LLC, *et al.*,	)	
	)	
	)	
Defendants	)	ORDER

Currently pending before the court in the above-captioned case is Plaintiff Memphis City Cartage, LLC's ("Plaintiff" or "Memphis City") Motion for Sanctions (ECF No. 22) and Motion for Summary Judgment (ECF No. 23) and Defendant Theodore Del Medico's ("Del Medico") Motion for Summary Judgment (ECF No. 26). For the following reasons, Plaintiff's Motion for Sanctions (ECF No. 22) is denied, and Plaintiff's Motion for Summary Judgment (ECF No. 23) is granted in respect to Defendant Specialty Plastic Recylcing, LLC ("Specialty Plastic"), and denied with respect to Defendant Specialty Processing, LLC ("Specialty Processing") and Defendant Del Medico. Del Medico's Motion for Summary Judgment (ECF No. 26) is denied.

I. BACKGROUND

A. Facts

Plaintiff is a Memphis-based trucking company that specializes in freight consolidation management, logistics, and warehouse operations throughout the United States. (Compl. ¶ 1, ECF No. 1.) Defendants Specialty Plastic ("Specialty Plastic") and Specialty Processing (collectively,

the "Company Defendants") are Ohio limited liability companies that provide commercial recycling and reprocessing services for the rubber products industry. (*Id*. ¶¶ 2–4.) Defendant Del Medico is the sole member of the Company Defendants and directs the operations for both companies. (Def. Del Medico Aff. ¶¶ 3, 5, ECF No. 27-1; Pl.'s Ex. B, Req. for Admis. ¶¶ 19–20, ECF No. 23-4.)

Relevant to this case, on January 28, 2018, Memphis City and Specialty Plastic entered into a credit agreement (the "Agreement") wherein Memphis City agreed to provide motor carrier services to Specialty Plastic. (Compl. ¶ 10, ECF No. 1.) In the Agreement, Specialty Plastic agreed to pay Memphis City for services it rendered to Specialty Plastic within 30 days of invoice receipt. (*Id*. ¶ 11.) The parties also agreed that an interest rate of 3% would be charged on all amounts not paid within 30 days after the due date. (*Id*. ¶ 12.) Defendant Del Medico signed the Agreement on behalf of Specialty Plastic. (Pl.'s Ex. B, Req. for Admis. ¶ 1, ECF No. 23-4.)

Defendants admit that Specialty Plastic "owes some money to Plaintiff" but deny that Specialty Plastic owes the amount claimed by Plaintiff. (*See* Answer ¶¶ 17, 18, ECF No. 7.) Specifically, Plaintiff asserts that it is owed approximately $296,535.14 as a result of Specialty Plastic's failure to pay approximately 223 invoices. (Mem. in Supp. at PageID #250, 254, ECF No. 23-1.) Defendants argue that Specialty Plastic owes Memphis City $142,034.42. (Defs.' Opp'n at PageID #766, ECF No. 28.) In so arguing, Defendants contend that Memphis City's damages calculation is inflated because it includes "additional charges, interest, and late fees[,]" that Plaintiff waived "throughout the course of dealings with [Specialty Plastic]." (*Id*.)

B. Procedural History

On August 13, 2019, Memphis City filed its Complaint, asserting three claims: (1) a breach of contract claim ("Count One"), asserting that Specialty Plastic breached the Agreement by failing

to pay approximately 223 invoices, (2) a veil piercing of Specialty Plastic claim ("Count Two"), arguing that Specialty Processing is Specialty Plastic's alter ego and thus, liable for Specialty Plastic's breach of the Agreement, and (3) a veil piercing of Specialty Plastic and Specialty Processing claim ("Count Three"), asserting that Defendant Del Medico is the alter ego of the Company Defendants and should be personally liable for Specialty Plastic's breach of the Agreement. (Compl. ¶¶ 28–58, ECF No. 1.)

Throughout the course of this litigation, there has been several discovery disputes which have required the court's attention. First, on January 17, 2020, Plaintiff filed a Motion to Compel (ECF No. 16), seeking an order compelling Defendants to provide their Rule 26 disclosures as well as responses to Plaintiff's discovery requests. (*Id*.) In addition, Plaintiff sought sanctions for Defendants' failure to participate in the discovery process. (*Id*.) On February 10, 2020, the court held a status conference to discuss the pending Motion to Compel. (ECF No. 18.) Approximately 1-1/2 hours before the conference, Defendants produced several documents that were responsive to Plaintiff's discovery requests but also indicated that several other documents still needed to be produced. (*Id*.) As a result, the court ordered Defendants to produce all outstanding discovery by February 24, 2020. (*Id*.)

On June 22, 2020, Plaintiff filed the instant Motion for Sanctions (ECF No. 22), requesting a default judgment for Defendants' failure to comply with the court's above-mentioned February 10, 2020 Order (ECF No. 18). On October 23, 2020, Defendants requested leave to file a response to the Motion for Sanctions. (ECF No. 36.) On March 10, 2021, Defendants filed an Opposition to the Motion for Sanctions (ECF No. 41), to which Plaintiff replied on March 15, 2021 (ECF No. 42).

On June 30, 2020, Plaintiff filed the instant Motion for Summary Judgment (ECF No. 23) on

all of its claims, asserting that Defendant Del Medico and Defendant Specialty Processing are liable for the debts of Defendant Specialty Plastic under Ohio's alter ego doctrine. (*Id*.) On August 17, 2020, Defendants filed an Opposition to the Motion (ECF No. 28). On March 1, 2021, Defendants obtained leave of court to file a supplemental response in opposition to the Motion. (ECF No. 40.) On March 10, 2021, instead of filing a supplemental brief as requested, Defendants asked the court to consider their previously-filed Opposition (ECF No. 28), as well as the affidavit and deposition transcript that they submitted in support of Defendant Del Medico's Motion for Summary Judgment (ECF No. 26) in the court's ruling on Plaintiff's Motion for Summary Judgment. (ECF No. 41.)

Finally, on August 13, 2020, Defendant Del Medico filed a Motion for Summary Judgment (ECF No. 26), requesting judgment as a matter of law on Plaintiff's claims of alter ego liability. (*Id*.) On August 27, 2020, Plaintiff filed an Opposition to the Motion (ECF No. 30). The pending motions (ECF Nos. 22, 23, 26) are now fully briefed and ripe for a ruling by the court.

II. SANCTIONS

In its Motion for Sanctions, Plaintiff asked the court to enter default judgment against Defendants as a result of Defendants inability to meaningfully participate in discovery and failure to produce documents in violation of the court's February 10, 2020 Order (ECF No. 18). (ECF No. 22.) Defendants admit that they "unquestionably were late and incomplete with their responses to Plaintiff's discovery requests", but maintain that "[t]he health issues of Mr. Theodore Del Medico contributed to the delayed responses [and] it is not the case that Defendants refused to meaningfully participate in the discovery process." (Defs.' Opp'n at PageID #880, ECF No. 41.) Defendants also assert that "[a]dditional responses were provided to Plaintiff in connection with the Mediation Conference conducted on October 13, 2020 to the end that Defendants believe they have fully

satisfied the Plaintiff's request but stand ready to provide any additional documentation as necessary." (*Id.*) Under Federal Rule of Civil Procedure 37(b)(2) and (d)(1)(A)(ii), a court may sanction a party for failing to comply with court orders relating to discovery or respond to interrogatories. Fed. R. Civ. P. 37(b)(2) and (d)(1)(A)(ii). Under Federal Rule of Civil Procedure 37(b)(2)(A), a court may sanction a party for failing to comply with discovery orders, including by the entering of a default judgment against them. Fed. R. Civ. P. 37(b)(2)(A). The Sixth Circuit has established four factors to guide the court's analysis when determining whether dismissal is the appropriate sanction for a discovery violation under Rule 37: (1) whether the party's failure to cooperate in discovery is willful; (2) whether the adversary was prejudiced by the failure to cooperate in discovery; (3) whether the dismissed party was warned that a failure to cooperate could result in dismissal; and, (4) whether less drastic sanctions were imposed or considered prior to dismissal. *Tech. Recycling Corp. v. City of Taylor*, 186 F. App'x 624, 632 (6th Cir. 2006). "Although no one factor is dispositive, dismissal is proper if the record demonstrates delay or contumacious conduct." *United States v. Reyes*, 307 F.3d 451, 458 (6th Cir.2002).

After considering the parties' arguments and relevant case law, the court finds that sanctions are inappropriate in this case. Although there is no doubt that Defendants' delayed participation in the discovery process prejudiced Plaintiff's ability to timely proceed in this action, the court finds that the majority of the above-mentioned factors weigh against sanctions. Indeed, Defendant Del Medico's well-documented serious medical issues support the court's conclusion that Defendants' misconduct was not willful or in bad faith. In addition, the fact that less drastic sanctions have not been previously implemented by the Court coupled with the fact that Defendants have not previously been put on notice that dismissal was a likely result of their conduct, also weighs against sanctions.

Because a majority of the factors weigh against sanctions, the court denies Plaintiff's Motion for Sanctions (ECF No. 22). Consequently, the court finds that Defendants' failure to abide by the court's February 10, 2020 Order (ECF No. 18) was substantially justified in light of Defendant Del Medico's medical condition and denies Plaintiff's request for fees in connection with bringing the Motion for Sanctions pursuant to Federal Rule of Civil Procedure 37(b)(2)(C).[1]

III. LEGAL STANDARD

Federal Rule of Civil Procedure 56(a) governs summary judgment motions and provides:

> The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court should state on the record the reasons for granting or denying the motion.

A party asserting there is no genuine dispute as to any material fact or that a fact is genuinely disputed must support the assertion by citing to particular parts of materials in the record, or showing that materials cited do not establish the absence or presence of a genuine dispute. Fed. R. Civ. P. 56(c)(1). In reviewing summary judgment motions, this court must view the evidence in a light most favorable to the non-moving party to determine whether a genuine issue of material fact exists. *Adickes v. S.H. Kress & Co.*, 398 U.S. 144, 153 (1970); *White v. Turfway Park Racing Ass'n, Inc.*, 909 F.2d 941, 943–44 (6th Cir. 1990). A fact is "material" only if its resolution will affect the outcome of the lawsuit. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). In most cases,

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[1] Under Rule 37(b)(2)(C), "the court must order the disobedient party, the attorney advising that party, or both to pay the reasonable expenses, including attorney's fees, caused by the failure, *unless the failure was substantially justified* or other circumstances make an award of expenses unjust." Fed. R. Civ. P. 37(b)(2)(C) (emphasis added). As explained above, Defendants' violation of the court's February 10, 2020 Order (ECF No. 18) is substantially justified in light of Del Medico's well-documented medical issues.

the court must decide "whether reasonable jurors could find by a preponderance of the evidence that the [non-moving party] is entitled to a verdict." *Id*. at 252. However, "[c]redibility judgments and weighing of the evidence are prohibited during the consideration of a motion for summary judgment." *Ahlers v. Schebil*, 188 F.3d 365, 369 (6th Cir. 1999).

The moving party has the burden of production to make a prima facie showing that it is entitled to summary judgment. *Celotex Corp. v. Catrett*, 477 U.S. 317, 331 (1986). If the moving party meets its burden of production, then the non-moving party is under an affirmative duty to point out specific facts in the record which create a genuine issue of material fact. *Zinn v. United States*, 885 F. Supp. 2d 866, 871 (N.D. Ohio 2012) (citing *Fulson v. City of Columbus*, 801 F. Supp. 1, 4 (S.D. Ohio 1992)). The non-movant must show "more than a scintilla of evidence to overcome summary judgment;" it is not enough to show that there is slight doubt as to material facts. *Id*. Moreover, "the trial court no longer has a duty to search the entire record to establish that it is bereft of a genuine issue of material fact." *Street v. J.C. Bradford & Co.*, 886 F.2d 1472, 1479–80 (6th Cir. 1989) (citing *Frito-Lay, Inc. v. Willoughby*, 863 F.2d 1029, 1034 (D.C. Cir. 1988)).

IV. LAW AND ANALYSIS

A. Breach of Contract

There is no genuine dispute of material fact that Defendant Specialty Plastic breached the Agreement. (*See* Answer ¶¶ 17, 18, 31, ECF No. 7; Opp'n at PageID #762, ECF No. 28.) It is also undisputed that Tennessee law applies to Plaintiff's breach of contract claim, as stated in the Agreement. To prove a breach of contract claim under Tennessee law, a plaintiff "must prove the existence of a valid and enforceable contract, a deficiency in the performance amounting to a breach, and damages caused by the breach." *Federal Ins. Co. v. Winters*, 354 S.W.3d 287, 291 (Tenn. 2011).

In its Motion, Plaintiff argues that the Credit Agreement is a valid and enforceable contract, which Defendant Specialty Plastic breached by "failing to make timely payments for Invoices" and Memphis City has been "damaged to the tune of $296,535.14 as a result of Defendant Specialty's Plastic's non-payment." (Pl.'s Mem. in Supp. at PageID #257, ECF No. 23-1.) As explained above, Defendants admit that Specialty Plastic owes Plaintiff $142,034.42. (Opp'n at PageID #766, ECF No. 28.) Because it is undisputed that Defendant Specialty Plastic breached the Agreement, the court grants Plaintiff's Motion for Summary Judgment on its breach of contract claim (Count One). As a result, the court will now determine whether summary judgment should be granted with respect to damages. Thereafter, the court will determine whether summary judgment should be granted to Plaintiff against Defendants Specialty Processing and Del Medico as a result of Specialty Plastic's breach.

B. Damages

Plaintiff asserts that there is no genuine issue of material fact that it is owed $296,535.14 in principal, which relates to 223 unpaid invoices. (Pl.'s Mem. in Supp. at PageID #254, ECF No. 23-1.) In support of its damages calculation, Plaintiff submitted an affidavit from its Vice President of Finance and a list of the unpaid invoices, which provides the invoice number, date, and amount for each invoice at issue. (Ex. I, Invoice List, ECF No. 23-17; Ex. J, Kimberly Aff., ECF No. 23-18.) Plaintiff also maintains that pursuant to the Credit Agreement, Specialty Plastic agreed to pay 3% per month for all unpaid invoices as well as the costs of collection associated with such unpaid invoices. (Pl.'s Mem. in Supp. at PageID #263–264, ECF No. 23-1; Ex. J, Kimberly Aff. ¶¶ 7–10, ECF No. 23-18.) With respect to the 3% interest rate and collection fees, Plaintiff asserts that as of June 19, 2020, it is owed $115,147.30 in interest plus collection fees. (Pl.'s Mem. in Supp. at PageID

#264, ECF No. 23-1.)

Conversely, Defendants maintain that Specialty Plastic owes $142,034.42 and that the "balance claimed by the Plaintiff includes additional charges, interest, and late fees." (Defs.' Opp'n at PageID #766, ECF No. 28.) In support of their position, Defendants submit the affidavit of Defendant Del Medico's son, Vincent Del Medico, which asserts that he "conducted an audit of the Plaintiff's charges" and "determine[d] that there were multiple billing errors." (Defs.' Ex. 2, Vincent Del Medico Aff. ¶ 8, ECF No. 28-2.) Defendants maintain that their audit encompassed 620 invoices, but as Plaintiff points out, this audit includes hundreds of invoices that are beyond the scope of this dispute. Focusing on the 223 invoices that are the basis of this dispute, Defendants have failed to identify one invoice that is incorrect. (Pl.'s Mem. in Supp. at PageID #255, ECF No. 23-1.) Moreover, pursuant to the terms of the Agreement, Specialty Plastic was required to "review [the invoice] immediately upon receipt . . . and advise [Plaintiff] of any discrepancy/dispute within 5 days of receipt of [the invoice]." (Pl.'s Ex. A, Credit Application and Credit Agreement, ECF No. 23-3.) Because Defendants have failed to provide any evidence to dispute any of the 223 invoices related to this dispute, the court finds that Plaintiff is entitled to judgment as a matter of law with regard to its claimed damages of $296,535.14.

Having determined that Plaintiff is entitled to judgment on its damages claim, the court will briefly address Plaintiff's request for interest and fees. As explained above, Defendants assert that "[t]hroughout the course of dealings with [Specialty Plastic] the Plaintiff waived interest and late fees." (*Id*.) Defendants rely on the deposition testimony of the Chief Executive Officer of Memphis City—in which she states that Memphis City did not charge interest in a prior billing dispute—as support for their argument that Plaintiff waived the interest and fees provision of the Agreement

through course of dealing. (Defs.' Ex. 1, Eskar Dep. at PageID #780–781, ECF No. 28-1; Defs.' Opp'n at PageID #763, ECF No. 28.) Plaintiff did not address this argument in its Opposition. Although the court finds Defendants' claim to be scant, if any evidence, of the fact that fees were waived regarding the amount owed here, the court will reserve its decision on this issue. In addition, Plaintiff did not file an affidavit with respect to its request for fees relative to the costs of the collection provision of the Agreement. Consequently, this matter must be determined by the court after hearing thereon.

C. Alter Ego

This case centers on whether Defendants Specialty Processing and Del Medico are liable for Defendant Specialty Plastic's breach of the Agreement. Plaintiff asserts that Defendants Specialty Processing and Del Medico are liable as alter egos of Defendant Specialty Plastic. (Pl.'s Mot. at PageID #259–261.) The parties agree that Ohio law applies to Plaintiff's alter ego claims. *See Corrigan v. U.S. Steel Corp.*, 478 F.3d 718, 723 (6th Cir. 2007) ("When the success of a state law claim brought in federal court under diversity jurisdiction is dependent on piercing the corporate veil, this question of substantive law is governed by the law of the state in which the federal court sits.") In short, the alter ego doctrine requires that a plaintiff "show that the individual and the corporation are fundamentally indistinguishable." *See Taylor Steel, Inc. v. Keeton*, 417 F.3d 598, 605 (6th Cir. 2005). The Sixth Circuit has encouraged courts to consider the following seven factors in deciding whether to disregard the corporate form under the alter ego theory of liability:

> (1) grossly inadequate capitalization, (2) failure to observe corporate formalities,[2] (3) insolvency of the debtor corporation at the time the

[2] Defendants correctly point out that Ohio Revised Code § 1705.48 (C) excuses limited liability companies from observing corporate formalities. As another court

> debt is incurred, (4) shareholders holding themselves out as personally liable for certain corporate obligations, (5) diversion of funds or other property of the company property for personal use, (6) absence of corporate records, and (7) the fact that the corporation was a mere facade for the operations of the dominant shareholder(s).

Id.; *see also Carter–Jones Lumber Co. v. LTV Steel Co.*, 237 F.3d 745, 749 (6th Cir. 2001) (explaining that "because of the equitable nature of the veil-piercing doctrine, no list of factors can be exclusive or exhaustive"); *see also Transition Healthcare Assocs. v. Tri–State Health Investors, LLC*, 306 F. App'x 273, 280 (6th Cir.2009) (explaining that "none of these factors is a prerequisite to a finding that the corporate form has been violated"). The court's primary task is to determine whether "maintaining the corporate form would work injustice upon an innocent party." *Taylor Steel, Inc.*, 417 F.3d at 606. Because the court's alter ego analysis is fact-specific, the court analyzes each Defendant separately below.

Starting with Defendant Specialty Processing, a review of the record reveals that there are facts to support the conclusion that Specialty Plastic is an alter ego of Specialty Processing. Indeed, on the one hand, the Company Defendants appear to be closely entangled because: (1) during the entire course of Plaintiff's business relationship with Specialty Plastic, Specialty Processing made payments for Plaintiff's services on Specialty Plastic's behalf, (2) Defendant Del Medico has directed the transfer of funds between Specialty Plastic and Specialty Processing, (3) all communications between Plaintiff and Defendant Specialty Plastic were through email addresses

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> in this district has explained, "[i]n 2016, Ohio abrogated by statute the use of the second factor—the failure to observe corporate formalities—in determining whether courts should pierce the corporate veil of an LLC." *See Commodigy OG Vegas Holdings LLC v. ADM Labs*, 417 F. Supp. 3d 912, 926 (N.D. Ohio 2019). Consequently, the court did not consider Plaintiff's arguments relative to whether Defendants observed corporate formalities in its analysis.

ending in "@specialtyprocessing.com," and (4) Defendants stated that they decided to enter into the Agreement to "have all freight move through [Memphis City] in order to [obtain] the best pricing available." (Pl.'s Mem. in Supp. at PageID #251, ECF No. 23-1; Req. for Admis. ¶ 21, ECF No. 23-4; Compl. ¶ 19, ECF No. 1; Answer ¶ 19, ECF No. 1; Pl.'s Ex. D, Interrog. ¶ 15, ECF No. 23-12.) However, there are also facts to the contrary. For instance, the Company Defendants: (1) maintained separate banking accounts, (2) filed separate tax reports for their business activities, (3) did not guarantee the debts of each other, (4) were formed and recognized by the Ohio Secretary of State as separate entities with their own corporate identification numbers, and (5) Specialty Plastic was able to make timely payments to Plaintiff at the beginning of its business relationship. (Defs.' Ex. 2, Vincent Del Medico Aff. ¶ 7, ECF No. 28-2, Defendant Del Medico Aff. ¶¶ 6, 8, ECF No. 27-1, Def. Del Medico's Mot. at PageID #751, ECF No. 26-1.) Additionally, at Defendant Del Medico's deposition, he testified that Specialty Plastic made $542,000 in revenue between January 2018 through June 2019. (Pl.'s Ex. 13, Def. Del Medico Dep. Tr. at PageID #610, ECF No. 23-13.) In describing the financial position of Specialty Plastic during that time, Defendant Del Medico explained that Specialty Plastic had increased its volumes and had been growing its sales. These facts, taken together suggest there is a genuine issue of material fact as to whether Specialty Plastic was a "mere facade" for the operations of Specialty Processing. Because there is more than a scintilla of evidence that suggests that Specialty Plastic operates independently from Specialty Processing, the court declines to enter judgment as a matter of law on the question of whether Specialty Plastic is an alter ego of Specialty Processing.

Turning to Defendant Del Medico, the court finds that there is insufficient evidence to conclude that he is an alter ego of the Company Defendants. Under Ohio law, owners of a limited

liability company are not personally liable for the debts or obligations of the company "solely by reason of being a member, manager, or officer of the limited liability company." Ohio Rev. Code § 1705.48(B). However, "a member of a limited liability company may be held personally liable if the plaintiff demonstrates that the behavior of the members merits disregarding, or piercing, the entity's limited liability structure." *Gold Crest, LLC v. Project Light, LLC*, No. 5:19-CV-2921, 2021 WL 918281, at *13 (N.D. Ohio Mar. 10, 2021) (citing *Denny v. Breawick, LLC*, 137 N.E.3d 578, 584 (Ohio Ct. App. 2019)); *see also Taylor Steel*, 417 F.3d at 607 (explaining that "Ohio courts have held that the existence of only a single shareholder can be a powerful indicator of that shareholder's exercising control so complete over the corporation that it had no separate mind, will or existence of its own).

Similar to Specialty Processing, there are facts to support alter ego liability in respect to Defendant Del Medico. For example, Defendant Del Medico (1) is the sole member of the Company Defendant, and (2) is also the Company Defendants' sole decision-maker with respect to how and when Plaintiff gets paid, and (3) in this capacity, Defendant Del Medico has prevented Specialty Plastic from paying the undisputed amount that is owed—which is nearly half of the almost $300,000 judgment that Plaintiff is seeking—based on his policy "not to make payments until we have a completed [settlement] agreement." (Pl.'s Ex. E, Def. Del Medico's Dep. Tr. at PageID #639, ECF No. 23-13; *Id*. at PageID #651, ECF No. 23-13.) However, again, there are also facts to the contrary. Such as the fact that (1) there is no evidence in the record that indicates that Del Medico used the Company Defendants' funds for personal gain, (2) Del Medico did not personally guarantee the debts of the Company Defendants. (Def. Del Medico's Ex. 1, Def. Del Medico Aff. ¶ 9, ECF No. 27-1.) Consequently, the court finds that Plaintiff has not carried its burden to establish that there is no genuine issue of material fact as to whether the Company Defendants are Del Medico's alter

ego and have "no separate mind, will, or existence of their own."

Because the court finds that there is a genuine issue of material fact as to the question of whether Defendants Specialty Processing and Del Medico are alter egos of Defendant Specialty Plastic, the court denies Plaintiff's Motion for Summary Judgment on Plaintiff's veil piercing claims (Counts Two and Three).

IV. CONCLUSION

For the foregoing reasons, the court denies Plaintiff's Motion for Sanctions (ECF No. 22); grants Plaintiff's Motion for Summary Judgment (ECF No. 23), against Defendant Specialty Plastic and denies such motion in respect to Specialty Processing and Del Medico. The court also denies Defendant Del Medico's Motion for Summary Judgment (ECF No. 26)

The only remaining issue in this case is Plaintiff's request for interest and attorney's fees and fees for the cost of collection. The court will hold a telephonic status conference in the within case on April 12, 2021, at 3:00 p.m. with counsel for the parties to determine next steps, including whether a trial is necessary in respect to the remaining issues in the case.

IT IS SO ORDERED.

/s/ SOLOMON OLIVER, JR.
UNITED STATES DISTRICT JUDGE

March 31, 2021