

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

UNITED STEEL, PAPER AND )  
FORESTRY, RUBBER, )  
MANUFACTURING, ENERGY, )  
ALLIED INDUSTRIAL, AND )  
SERVICE WORKERS )  
INTERNATONAL UNION, AFL-CIO )  
and UNITED STEELWORKERS )  
LOCAL 5032-20 )

Plaintiffs, )

vs. )

Civil Action No. 14-606

ALLEGHENY SIGNS AND )  
PROMOTIONS, LLC, et al. )

Defendants. )

**OPINION ON DEFAULT JUDGMENT**

Pending before the Court is Plaintiffs' application for entry of Default Judgment against Defendant Allegheny Signs and Promotions, LLC under Federal Rule of Civil Procedure 55(b)(2). ECF No. 11. Plaintiffs filed a Complaint under the Labor Management Relations Act, 29 U.S.C. § 185(a), alleging that Defendants violated the parties' Collective Bargaining Agreement by refusing to engage in the arbitration process with respect to the termination of an employee, Deb Leff. We held a hearing on the motion for Default Judgment on October 1, 2014. For the reasons set forth below, Plaintiffs' Motion for Default Judgment will be granted.

Defendant was served with the Complaint on June 17, 2014, and the answer deadline was set for July 8, 2014. ECF No. 6. Defendant failed to answer the Complaint. Accordingly, Plaintiffs requested that the Clerk enter Default against Defendant, which was done on September 4, 2014. ECF Nos. 9 & 10.

Plaintiffs seek back wages and benefits in the amount of \$38,742.80, subject to applicable withholding to be awarded to Deb Leff; and \$155.94 in costs for the service of the summons and complaint.

After having reviewed the documents of record in this matter, and considering the arguments and authorities submitted by Plaintiffs, the Court finds as follows: A default was entered by the Clerk of Court against Allegheny Signs and Promotions, LLC on September 4, 2014. Neither Allegheny Signs and Promotions, LLC nor Riley Benson, the individual who received service on behalf of Allegheny Signs and Promotions, LLC, is a minor, incompetent person, or a member of the military service of the United States. Allegheny Signs and Promotions, LLC did not appear or otherwise defend in this action. We further find that the allegations in the Complaint, if taken as true, establish that we have subject matter jurisdiction over this litigation, *in personam* jurisdiction over the Defendant, and that the Complaint states viable claims by Plaintiffs against Defendant Allegheny Signs and Promotions, LLC. Therefore, we will grant Plaintiffs' Motion for Default Judgment against Allegheny Signs and Promotions, LLC.

Plaintiffs are entitled to back wages and benefits in the amount of \$38,742.80, subject to applicable withholding to be awarded to Deb Leff; and \$155.94 in costs for the service of the summons and complaint.

An appropriate Order will be entered.

October 22, 2014  
Date

Maurice B. Cahill, Jr.  
Maurice B. Cahill, Jr.  
Senior United States District Court Judge