

ORIGINAL

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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TRUSTEES OF THE LOCAL 813 I.B.T.  
INSURANCE TRUST FUND,  
THE LOCAL 813 I.B.T. PENSION TRUST FUND,  
AND THE LOCAL 813 AND  
LOCAL 1034 SEVERANCE TRUST FUND,

Case No.

**CV 05 5232**

Plaintiffs,

- against -

INFINITY HAULING CORP., CROWN WASTE  
CORP. d/b/a INFINITY WASTE SERVICES and  
CHRISTOPHER ANTONACCI,

**FILED COMPLAINT**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.  
★ NOV 08 2005  
BROOKLYN OFFICE

AMON, J  
LEVY, M.J

Defendant.

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Plaintiffs Trustees of the Local 813 I.B.T. Insurance Trust Fund (the "Insurance Fund"), Trustees of the Local 813 I.B.T. Pension Trust Fund (the "Pension Fund"), and Trustees of the Local 813 and Local 1034 Severance Trust Fund (the "Severance Fund") (hereinafter collectively referred to as the "Funds" or "Trustees"), by their attorneys, Finkel Goldstein Rosenbloom & Nash, LLP, as and for their complaint against defendants Infinity Hauling Corp., Crown Waste Corp. d/b/a Infinity Waste Services and Christopher Antonacci, (the "Defendant"), alleges as follows:

**NATURE OF THE ACTION**

1. This is an action by the Trustees of employee pension and welfare benefit plans for monies due the Funds pursuant to the terms of collective bargaining agreements between a union and the Defendant. Plaintiffs also seek interest on the unpaid contributions, liquidated damages, attorney's fees and costs, and such other legal and equitable relief as the Court deems appropriate.

**JURISDICTION AND VENUE**

2. This Court has jurisdiction pursuant to Section 301 of the Labor Management Relations Act ("LMRA"), 29 U.S.C. §185; and Sections 502 and 515 of the Employer Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1132 and 1145.

3. Venue is appropriate in this judicial district pursuant to 28 U.S.C. §1391(b), inasmuch as a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this district. Venue is also appropriate in this district pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), inasmuch as the Funds are administered in this district at 45-18 Court Square – Suite 600, Long Island City, New York 11101.

**THE PARTIES AND THEIR LEGAL RELATIONSHIP**

4. The Defendants, Infinity Hauling Corp., Crown Waste Corp. d/b/a Infinity Waste Services and Christopher Antonacci, are employers in an industry affecting commerce within the meaning of Section 301 of the LMRA, 29 U.S.C. §185 and Sections 3 and 515 of ERISA, 29 U.S.C. §§1002 and 1145.

5. Christopher Antonacci is an individual who personally guaranteed a Stipulation of Settlement between the Funds and Defendant, Infinity Hauling Corp., dated October 18, 2004 for the sum of \$8,494.40.

6. The Plaintiffs Trustees are fiduciaries within the meaning of Sections 3(21), 502(a)(3) and 502(g) of ERISA, 29 U.S.C. §§1002(21) , 1132(a)(3) and 1132(g) and they bring this action on behalf of the Funds.

7. The Funds are employee benefit plans within the meaning of Sections 3(3) and 502(d)(1) of ERISA, 29 U.S.C. §§1002(37) and 1132(d)(1). The Funds are multi-employer benefit plans within the meaning of Sections 3(37) and 515 of ERISA, 29 U.S.C. §§

1002(37) and 1145. The Funds are entitled to institute this action pursuant to 29 U.S.C. § 1132.

8. The Defendant, Crown Waste Corp. d/b/a Infiniti Waste Services, is named in the proceeding as the “alter ego” of Infinity Hauling Corp. which corporations have the same principal place of business and ownership.

**AS AND FOR A FIRST CLAIM FOR RELIEF  
AGAINST DEFENDANT, INFINITY HAULING CORP.**

9. The Defendant, Infinity Hauling Corp., is a party to a collective bargaining agreement (“CBA”) with Local 813, I.B.T. (the “Union”), which has been in effect at all relevant times.

10. Pursuant to the terms of the CBA, the Defendant-Employer is obligated to make contributions on behalf of its employees to the Insurance Fund, the Pension Fund and the Severance Fund.

11. On October 18, 2004, the Funds executed a Settlement Agreement with Defendant, Infinity Hauling Corp., for the sum of \$8,494.40.

12. Pursuant to the Settlement Agreement, Defendant, Infinity Hauling Corp., agreed to pay the sum of \$471.92 per month until the entire balance is paid in full.

13. That Defendant, Infinity Hauling Corp., defaulted under the Agreement and owes a balance of \$6,607.64, together with liquidated damages in the sum of \$593.25, interest from October 18, 2004 in the sum of \$648.00 and attorneys fees in the sum of \$1,440.18 for a total of \$9,289.07.

**AS AND FOR A SECOND CLAIM FOR RELIEF  
AGAINST DEFENDANT, CHRISTOPHER ANTONACCI**

14. That pursuant to the Settlement Agreement, Defendant Christopher Antonacci personally guaranteed the sum set forth in the Settlement Agreement.

15. That the Defendant Infinity Hauling Corp. is a defendant under the Settlement Agreement and failed to cure said default and the required notice was forwarded to it pursuant to the Settlement Agreement.

16. That there is now due and owing under the Settlement Agreement the sum of \$6,607.64 together with liquidated damages in the sum of \$593.95 together with interest from October 18, 2004 in the sum of \$648.00 and attorneys fees of \$1,440.18 for a total of \$9,289.07.

17. Based upon the foregoing, Defendant Christopher Antonacci is indebted to the Funds for the sum of \$9,289.07.

**WHEREFORE**, Plaintiffs demand judgment against Defendants:

A. Awarding damages in the following amounts to the Funds:

(i) On the First Claim For Relief against against Defendant, Infinity Hauling Corp., the sum of \$9,289.07;

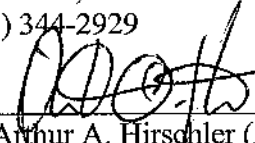
(ii) On the Second Claim For Relief against Defendant, Christopher Antonacci, the sum of \$9,289.07.

B. Granting Plaintiffs such other and further relief as the Court deems appropriate.

Dated: New York, New York  
November 8, 2005

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By: \_\_\_\_\_

  
Arthur A. Hirschler (AAH-5344)

