UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Service Employees International Union National Industry Pension Fund v. Hamilton Park Opco, LLC

SEIU National Industry Pension Fund v. Hamilton Park Opco · No. Civil Action No. 19-1737 (RDM) · Decided March 12, 2026

SUMMARY

The United States District Court for the District of Columbia considers a pension fund's motion for summary judgment against Hamilton Park Opco, LLC, seeking unpaid ERISA contributions, liquidated damages, and interest. The court addresses whether damages improperly included probationary employees and which supplemental contribution rate applied after the collective bargaining agreement failed to specify a rate for the relevant period. The court concludes that Hamilton Park failed to identify a genuine dispute of material fact and grants the Fund's motion for summary judgment.

CASE DETAILS

COURT	United States District Court for the District of Columbia
WRITING FOR THE COURT	Randolph D. Moss
JURISDICTION	United States District Court for the District of Columbia
DECIDED	March 12, 2026
DOCKET	Civil Action No. 19-1737 (RDM)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved for summary judgment in an ERISA action seeking unpaid pension contributions, supplemental contributions, interest, and liquidated damages.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law. The court must draw all justifiable inferences in favor of the nonmoving party, but the opposing party must cite competent evidence and specific facts showing a genuine issue for trial.
PRECEDENTIAL VALUE	Published district court memorandum opinion; persuasive authority within the District of Columbia but not binding precedent outside the case.

PARTIES	Service Employees International Union National Industry Pension Fund, Trustees of the Service Employees International Union National Industry Pension Fund v. Hamilton Park Opco, LLC d/b/a Alaris Health at Hamilton Park

TOPICS

erisa · employee benefits · collective bargaining · contract interpretation · statutory interpretation

PRACTICE AREAS

ERISA · employee benefits · labor law · contracts · commercial litigation

QUESTIONS PRESENTED

1. Whether Hamilton Park presented a genuine dispute of material fact concerning whether Plaintiffs' damages calculations improperly included probationary employees who had worked fewer than 90 days.
2. Whether the Preferred Schedule's supplemental contribution rate for the period beginning July 1, 2015, applied despite the Scheinman Award's failure to expressly specify a rate for that year.
3. Whether the Fund's evidence adequately established the amount of damages for purposes of entering summary judgment.

HOLDINGS

1. Hamilton Park failed to create a genuine dispute of material fact because the Fund submitted evidence that its calculations included only eligible earnings of covered employees and Hamilton Park identified no contrary record evidence.
2. The Preferred Schedule's 59.8 percent supplemental contribution rate controlled for the year beginning July 1, 2015, because it was the schedule provided by the plan sponsor and relied upon by the bargaining parties in negotiating the CBA, and it remained in effect for the duration of the CBA.
3. The Fund's summary spreadsheet and supporting declaration adequately established unpaid supplemental contributions of $349,281.83, together with interest and liquidated damages under the incorporated Trust Agreement and Collections Policy, permitting entry of summary judgment.

KEY QUOTATIONS

> *“A schedule of contribution rates provided by the plan sponsor and relied upon by bargaining parties in negotiating a [CBA] shall remain in effect for the duration of that [CBA].”* (17)

> *“For the foregoing reasons, the Court will GRANT Plaintiff’s motion for summary judgment, Dkt. 55.”* (20)

FACTUAL BACKGROUND

Hamilton Park became bound by a collective bargaining agreement and a 2012 arbitration award that required monthly pension contributions and supplemental contributions to the Fund. The agreement incorporated the

Fund's Trust Agreement and, through the arbitration award, adopted specified rates from the Fund's Preferred Schedule for 2012 through 2014. The agreement expired on June 30, 2016, while the Fund remained in critical status, and Hamilton Park later withdrew from the Fund in 2022. The Fund's payroll-based calculations showed unpaid supplemental contributions, interest, and liquidated damages.

PROCEDURAL HISTORY

Plaintiffs filed suit in 2019 alleging that Hamilton Park failed to remit required reports and contributions under ERISA, the collective bargaining agreement, and related fund agreements. After the parties answered, conducted discovery, and unsuccessfully pursued mediation, Plaintiffs moved for summary judgment. The court granted the motion without limitation.

DISPOSITION

other

CASES CITED

- SEIU Nat'l Indus. Pension Fund v. Castle Hill Healthcare Providers, LLC, No. 17-cv-1666, 2019 WL 1429536 (D.D.C. Mar. 30, 2019)
- Trustees of Local 138 Pension Trust Fund v. F.W. Honerkamp Co., 692 F.3d 127, 129 (2d Cir. 2012)
- Flynn v. R.C. Tile, 353 F.3d 953, 958 (D.C. Cir. 2004)
- Holcomb v. Powell, 433 F.3d 889, 895 (D.C. Cir. 2006)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248-50, 255 (1986)
- Scott v. Harris, 550 U.S. 372, 380 (2007)
- Mastro v. Pepco, 447 F.3d 843, 850 (D.C. Cir. 2006)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323-24 (1986)
- Eddington v. U.S. Dep't of Def., 35 F.4th 833, 836-37 (D.C. Cir. 2022)
- Laningham v. U.S. Navy, 813 F.2d 1236, 1241 (D.C. Cir. 1987)
- Bakery & Confectionery Union & Indus. Int'l Pension Fund v. Ralph's Grocery Co., 118 F.3d 1018, 1021 (4th Cir. 1997)
- Int'l Painters and Allied Trades Indus. Pension Fund v. Auxier Drywall, LLC, 531 F. Supp. 2d 56, 57 (D.D.C. 2008)
- SEIU Nat'l Indus. Pension Fund v. Hamilton Park Health Care Ctr., Ltd., No. 14-cv-84, 2016 WL 183505 (D.D.C. Jan. 14, 2016)