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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LAWRENCE SAKS, M.D., dba,  
RECONSTRUCTIVE SURGERY  
ASSOCIATES, dba,  
RECONSTRUCTIVE SURGERY  
AFFILIATES; and MADISON PARK  
SURGERY AND LASER CENTER,  
dba, MADISON PARK SURGERY  
AFFILIATES,

Plaintiffs,

vs.

INTERNATIONAL LONGSHORE &  
WAREHOUSE UNION - PACIFIC  
MARITIME ASSOCIATION  
BENEFIT PLANS; and DOES 1 to 200,  
Inclusive,

Defendants.

Case No. 2:09-cv-02885-JAK-Ex

**JUDGMENT**

**JS-6**

Hearing Date: May 20, 2013  
Hearing Time: 8:30 a.m.  
Location: Courtroom 750  
Judge: Hon. John A. Kronstadt

ILWU-PMA WELFARE PLAN, AND  
ILWU-PMA WELFARE PLAN  
TRUSTEES,

Counter-Plaintiffs,

vs.

LAWRENCE SAKS, M.D., dba,  
RECONSTRUCTIVE SURGERY  
ASSOCIATES, dba,  
RECONSTRUCTIVE SURGERY  
AFFILIATES; and MADISON PARK  
SURGERY AND LASER CENTER,  
dba, MADISON PARK SURGERY  
AFFILIATES, DOES 300-350,

Counter-Defendants.

1 This action came on for hearing on December 15, 2011, the Hon. John A.  
2 Kronstadt, District Judge, presiding, on the Motion for Summary Judgment on  
3 Plaintiffs' First Amended Complaint (Dkt. 93), filed by Defendants ILWU-PMA  
4 Welfare Plan ("Plan") and ILWU-PMA Board of Trustees ("Trustees") (collectively  
5 "Defendants"), with the evidence presented having been fully considered, the issues  
6 having been duly heard, and a decision duly rendered striking all claims of Plaintiff  
7 Madison Park Surgery and Laser Center, dba Madison Park Surgery Affiliates  
8 ("Madison Park"), and granting summary judgment against Plaintiff Lawrence Saks,  
9 M.D. (dba Reconstructive Surgery Associates, dba Reconstructive Surgery Affiliates)  
10 (collectively "Saks"). (Dkt 136.)

11 This action came on for further hearing on March 4, 2013, the Hon. John A.  
12 Kronstadt, District Judge, again presiding, on the Motion for Partial Summary  
13 Judgment on Counter-Plaintiffs' Second Amended Counterclaim ("SACC"), for  
14 Breach of Contract Claim, against Counter-Defendant Saks (Dkt. 175), filed by  
15 Counter-Plaintiffs Plan and Trustees (collectively "Counter-Plaintiffs"), with the  
16 evidence presented having been fully considered, the issues having been duly heard,  
17 and a decision duly rendered granting summary judgment against Counter-Defendant  
18 Saks, and holding that there is no genuine issue of material fact that Counter-  
19 Defendant Saks' breach of contract caused Counter-Plaintiffs to suffer damages in the  
20 amount of \$468,608.16. (Dkt. 204.)

21 On April 3, 2012, Counter-Plaintiffs sought entry of default as to Counter-  
22 Defendant Madison Park as to their SACC. Dkt. 144. Default was entered by the  
23 Court against Madison Park on April 4, 2012. Dkt. 146. On January 12, 2013,  
24 Madison Park moved for, among other things, an order setting aside the entry of  
25 default against it as to the SACC. Dkt. 173. On March 13, 2013, the Court entered an  
26 order denying Madison Park's motion. Dkt. 204. On March 21, 2013, Counter-  
27 Plaintiffs filed an Application For Default Judgment By Court Against Madison Park,  
28

1 seeking entry of a default judgment against Madison Park in the amount of  
2 \$457,411.51, plus an award of costs and attorneys' fees to be determined, which  
3 application came on for hearing on May 20, 2013, the Hon. John A. Kronstadt, District  
4 Judge, again presiding, and was granted.

5 IT IS ORDERED AND ADJUDGED that Plaintiffs Saks and Madison Park  
6 take nothing under their First Amended Complaint, that Counter-Defendant Saks pay  
7 damages to Counter-Plaintiffs Plan and Trustees under the SACC in the amount of  
8 \$468,608.16, that Counter-Defendant Madison Park pay damages to Counter-Plaintiffs  
9 Plan and Trustees under the SACC in the amount of 457,411.51, that judgment be  
10 entered in favor Defendants and Counter-Plaintiffs Plan and Trustees in this matter,  
11 and that Defendants and Counter-Plaintiffs recover their costs and reasonable  
12 attorneys' fees in an amount to be determined.

13  
14 Dated: May 30, 2013



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16 Hon. John A. Kronstadt,  
17 United States District Judge