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4 Attorneys for Plaintiffs
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6 UNITED STATES DISTRICT COURT
 7 CENTRAL DISTRICT OF CALIFORNIA

8 BOARD OF TRUSTEES OF THE)
 9 SHEET METAL WORKERS')
 PENSION PLAN OF SOUTHERN)
 10 CALIFORNIA, ARIZONA AND)
 NEVADA; BOARD OF TRUSTEES)
 11 OF THE SHEET METAL WORKERS')
 HEALTH PLAN OF SOUTHERN)
 12 CALIFORNIA, ARIZONA AND)
 NEVADA; BOARD OF TRUSTEES)
 13 OF THE SHEET METAL WORKERS')
 SAVINGS PLAN OF SOUTHERN)
 14 CALIFORNIA; BOARD OF)
 TRUSTEES OF THE SOUTHERN)
 15 CALIFORNIA SHEET METAL JOINT)
 APPRENTICESHIP AND TRAINING)
 16 COMMITTEE; BOARD OF)
 TRUSTEES OF THE SHEET METAL)
 17 WORKERS' LOCAL 105 RETIREE)
 HEALTH PLAN; BOARD OF)
 18 TRUSTEES OF THE SOUTHERN)
 CALIFORNIA SHEET METAL)
 19 WORKERS' 401(A) PLAN; BOARD)
 OF TRUSTEES OF THE SHEET)
 20 METAL WORKERS')
 INTERNATIONAL ASSOCIATION,)
 21 LOCAL UNION NO. 105 UNION)
 DUES CHECK-OFF FUND; AND)
 22 BOARD OF TRUSTEES OF THE)
 SHEET METAL INDUSTRY FUND OF)
 23 LOS ANGELES , Plaintiffs,

Case No. CV-09-5917 AHM (AJWx)
 ORDER ON STIPULATION FOR
 JUDGMENT

24 v.
 25 CURTIS HEDLUND CORPORATION)
 dba BOSS AIR MECHANICAL;)
 26 CURTIS SCOTT HEDLUND; and)
 CARL LARS HEDLUND, individuals,
 27 Defendants.

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1 Pursuant to the Stipulation between Plaintiffs, Board of Trustees of the Sheet
2 Metal Workers' Pension Plan of Southern California, Arizona and Nevada; Board of
3 Trustees of the Sheet Metal Workers' Health Plan of Southern California, Arizona and
4 Nevada; Board of Trustees of the Sheet Metal Workers' Savings Plan of Southern
5 California; Board of Trustees of the Southern California Sheet Metal Joint Apprenticeship
6 and Training Committee; Board of Trustees of the Sheet Metal Workers' Local 105
7 Retiree Health Plan; Board of Trustees of the Southern California Sheet Metal Workers'
8 401(a) Plan; Board of Trustees of the Sheet Metal Workers' International Association,
9 Local Union No. 105 Union Dues Check-Off; and Board of Trustees of the Sheet Metal
10 Industry Fund of Los Angeles (collectively, the "Plans" or the "Sheet Metal Workers' Trust
11 Funds"), and defendant, Curtis Scott Hedlund ("Individual Defendant"); and Curtis
12 Hedlund Corporation dba Boss Air Mechanical (collectively "Defendants"), the Court has
13 considered the matter fully and concluded that good cause exists to approve the
14 parties' Stipulation in its entirety.

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18 Accordingly, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as
19 follows:

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21 1. The Company and the Individual Defendant are indebted to the Plans in the
22 amount of \$16,370.81. Said amount is comprised of contributions in the amount of
23 \$9,175.80 for the delinquent work months of March 2009 (\$2,230.04), April 2009
24 (\$3,165.30), and May 2009 (\$3,780.46); liquidated damages in the amount of \$777.43 for
25 all delinquent work months of March 2009, April 2009 and May 2009; interest at 10% per
26 annum in the amount of \$917.58; reimbursement of plaintiffs' reasonable fees
27 (\$5,000.00), and reimbursement of plaintiffs' recoverable costs of suit (\$500).
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1 2. Judgment may be entered in this case in favor of the Plans and against the
2 Company and Individual Defendant jointly and severally, in the amount of \$16,370.81 in
3 delinquent employee benefit plan contributions, liquidated damages, attorney fees and
4 costs, together with post-judgment interest thereon at the rate of 10% per annum as of
5 the date of the Judgment.
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7 3. The Company and Individual Defendant may satisfy the judgment by paying
8 a total of \$9,953.23. Specifically, the Company and Individual Defendant shall pay the
9 \$9,175.80 for the delinquent work months of March 2009 (\$2,230.04), April 2009
10 (\$3,165.30) and May 2009 (\$3,780.46); and \$777.43 for liquidated damages accrued on
11 delinquent contributions through May 2009 by making installments pursuant to the
12 following installment plan: Thirteen installments each in the amount of \$750 shall be
13 made on the 20th day of each consecutive month for eleven months beginning on July
14 20, 2009 and ending on August 20, 2010 with a fourteenth installment due on September
15 20, 2010 in the amount of \$203.23. Each and every installment payment must be made
16 by fully negotiable check or cashier's check payable to the "Sheet Metal Workers Trust
17 Funds," and must be received on the due dates stated above in the offices of the Sheet
18 Metal Benefit Plan Administrative Corp., attention Tasi Hernandez, 111 N. Sepulveda
19 Blvd., Ste. 100, Manhattan Beach, California 90266.
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22 4. In the event the Company and Individual Defendant, and any of them, fail
23 to comply with any of the provisions set forth in paragraph 3 above, or any other
24 provision of the Stipulation, the entire amount of the judgment, less any payments
25 actually received at the time of such default, shall become immediately due and payable
26 to the Plans from the Company and Individual Defendant, plus interest on such unpaid
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1 amounts at the annual rate of ten percent.

2 5. This Court may retain jurisdiction over this matter through October 2010, to
3 enforce the terms of any judgment entered hereunder, to order appropriate injunctive and
4 equitable relief, to make appropriate orders of contempt, and to increase the amount of
5 judgment based upon additional sums owed to the Plans by defendants. Supplemental
6 judgments may be entered in this action against the Company and Individual Defendant
7 and in favor of the Plans for such sums as may be determined by the Plans and
8 established upon application to the Court by declaration and noticed motion.
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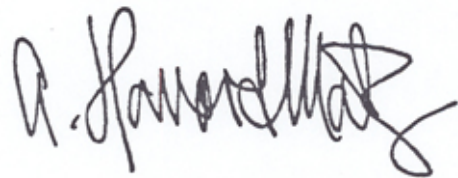
10 6. The Plans shall have the right, upon twenty (20) days reasonable request
11 made in writing, to audit or examine any books or records relating to the financial
12 condition of the Company to ensure compliance with the terms of this Stipulation.
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14 7. In the event any litigation becomes necessary to enforce any term or terms
15 of this Stipulation, the prevailing party or parties shall be awarded and shall recover all
16 reasonable attorneys' fees and costs of suit.
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19 **IT IS SO ORDERED.**

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21 Dated: August 21, 2009

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Hon. A. Howard Matz