

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TRUSTEES OF THE SOUTHERN
CALIFORNIA PIPE TRADES HEALTH
AND WELFARE TRUST FUND,
TRUSTEES OF THE SOUTHERN
CALIFORNIA PIPE TRADES
RETIREMENT TRUST FUND,
TRUSTEES OF THE SOUTHERN
CALIFORNIA PIPE TRADES DEFINED
CONTRIBUTION TRUST FUND,
TRUSTEES OF THE SOUTHERN
CALIFORNIA PIPE TRADES
VACATION AND HOLIDAY TRUST
FUND, TRUSTEES OF THE
SOUTHERN CALIFORNIA PIPE
TRADES CHRISTMAS BONUS FUND,
TRUSTEES OF THE APPRENTICE
AND JOURNEYMAN TRAINING
TRUST FUND, TRUSTEES OF THE
PLUMBERS AND PIPEFITTERS
NATIONAL PENSION FUND, and
TRUSTEES OF THE INTERNATIONAL
TRAINING FUND,

Plaintiffs,

vs.

WESTWIND MECHANICAL, INC., a
California corporation; PAUL SVANE, an
individual; AVI MOYAL, an individual;
and PAUL SVANE, an individual,

Defendants.

CASE NO.: CV 09-09475 DSF
(VBKx)

**ORDER RE: CONTEMPT AND
SANCTIONS AND ORDER FOR
APPEARANCE**

The hearing on the order to show cause re contempt and for sanctions came on regularly in courtroom 840 of the above-entitled court on September 12, 2011. Denise

1 E. Carter appeared for the Plaintiffs, Trustees of the Southern California Pipe Trades
2 Health and Welfare Trust Fund, et al. (“Trustees”). No appearances were made on
3 behalf of Defendant, Paul Svane.

4 After full consideration of the evidence and good cause appearing,

5 **IT IS HEREBY ORDERED THAT:**

6 A. Paul Svane is in contempt of this Court.

7 B. Paul Svane shall, within fourteen (14) days after service of this Order,
8 pay to Plaintiffs, Trustees of the Southern California Pipe Trades Health and Welfare
9 Trust Fund; Trustees of the Southern California Pipe Trades Retirement Trust Fund;
10 Trustees of the Southern California Pipe Trades Defined Contribution Trust Fund;
11 Trustees of the Southern California Pipe Trades Vacation and Holiday Trust Fund;
12 Trustees of the Southern California Pipe Trades Christmas Bonus Fund; Trustees of
13 the Apprentice and Journeyman Training Trust Fund; Trustees of the Plumbers and
14 Pipefitters National Pension Fund, and Trustees of the International Training Fund,
15 Rule 37 sanctions in the amount of \$819.00 as the reasonable expense incurred in
16 obtaining this order. This amount shall be delivered to counsel for the Trustees.

17 C. Paul Svane is ordered to appear for a Judgment Debtor Examination to
18 take place before United States Magistrate Judge Victor B. Kenton at 255 E. Temple
19 Street, Los Angeles, CA 90012, Courtroom 590, at 10:30 a.m. on November 8, 2011.

20 **IT IS FURTHER ORDERED** that Paul Svane bring with him the following
21 documents under his control, or under the control of his agents, attorneys or
22 accountants (photocopies may be produced in lieu of originals):

- 23 1. All financial statements prepared by or on behalf of Paul Svane for the time
24 period from January 1, 2010, through the present.
- 25 2. All financial statements prepared by or on behalf of Westwind Mechanical,
26 Inc., for the time period from January 1, 2010 through the present.
- 27 3. All monthly bank statements of Paul Svane for all of his checking accounts
28 and savings accounts for the time period from January 1, 2010, through the
present.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. All monthly bank statements of Westwind Mechanical, Inc., for all of its checking accounts and savings accounts for the time period from January 1, 2010, through the present.
5. All savings account, pass books, certificates of deposit and trust certificates in the name of Paul Svane for the time period from January 1, 2010, through the present.
6. All savings account, pass books, certificates of deposit and trust certificates in the name of Westwind Mechanical, Inc., for the time period from January 1, 2010, through the present.
7. All negotiable instruments and negotiable securities in the name of Paul Svane, or owned by Paul Svane.
8. All negotiable instruments and negotiable securities in the name of Westwind Mechanical, Inc., or owned by Westwind Mechanical, Inc.
9. All accounts receivable of Paul Svane for the time period from January 1, 2010, through the present.
10. All accounts receivable of Westwind Mechanical, Inc., for the time period from January 1, 2010, through the present.
11. All evidence and memoranda of any ownership interest of Paul Svane in any corporation, partnership, unincorporated association or any business organized or conducted for production of income.
12. All evidence and memoranda of any ownership interest of Westwind Mechanical, Inc., in any corporation, partnership, unincorporated association or any business organized or conducted for production of income.
13. All evidence and memoranda of any income received by Paul Svane from January 1, 2010, through the present to include, but not limited to, copies of tax returns, insurance proceeds, or repayment of loans.
14. All evidence and memoranda of any income received by Westwind Mechanical, Inc. from January 1, 2010, through the present to include, but not limited to, copies of tax returns, insurance proceeds, or repayment of loans.
15. All evidence of any ownership interest of Paul Svane to include, but not limited to, bills of sale, pink slips or any other record of title, in any motor vehicle, airplane, boat, equipment or heavy machinery from January 1, 2010, through the present.
16. All evidence of any ownership interest of Westwind Mechanical, Inc., to include but not limited to bills of sale, pink slips or any other record of title, in any motor vehicle, airplane, boat, equipment or heavy machinery from January 1, 2010, through the present.
17. All evidence of any license, to include but not limited to business or professional license, issued by any city, county, state, or any federal government agency or department in the name of Paul Svane and covering any period of time from January 1, 2010, through the present.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

18. All evidence of any license, to include but not limited to business or professional license, issued by any city, county, state or any federal government agency or department in the name of Westwind Mechanical, Inc., and covering any period of time from January 1, 2010, through the present.
19. All evidence of any debts or payments owed to Paul Svane to include but not limited to those arising from loans or judgments, for the time period from January 1, 2010 through the present.
20. All evidence of any debts or payments owed to Westwind Mechanical, Inc., to include but not limited to those arising from loans or judgments, for the time period from January 1, 2010, through the present.
21. Copies of all certified payroll records prepared by and/or submitted by Paul Svane to any general contractor or public contracting agency for public works projects for work performed during the period from January 1, 2010 through the present.
22. Copies of all certified payroll records prepared by and/or submitted by Westwind Mechanical, Inc., to any general contractor or public contracting agency for public works projects for work performed during the time period from January 1, 2010, through the present.
23. Any and all evidence or other memoranda indicting that Paul Svane was either a plaintiff or a defendant in any lawsuit since January 1, 2010.
24. Any and all evidence or other memoranda indicating that Westwind Mechanical, Inc. was either a plaintiff or a defendant in any lawsuit since January 1, 2010.
25. Any evidence and memoranda indicating that Paul Svane received any judgment, award, bequest or devise in any lawsuit or other court action since January 1, 2010.
26. Any evidence and memoranda indicating that Westwind Mechanical, Inc. received any judgment, award, bequest or devise in any lawsuit or other court action since January 1, 2010.
27. Any evidence and memoranda indicting an ownership interest of Paul Svane in any patent, invention, trade name, or copyright.
28. Any evidence and memoranda indicating an ownership interest of Westwind Mechanical, Inc., in any patent, invention, trade name, or copyright.
29. Any evidence and memoranda indicting an ownership interest of Paul Svane in any real property or developments on real property.
30. Any evidence and memoranda indicating an ownership interest of Westwind Mechanical, Inc., in any real property or developments on real property.
31. All subcontracts entered into by Paul Svane to perform construction projects for the time period from January 1, 2010, through the present.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 32. All subcontracts entered into by Westwind Mechanical, Inc., to perform construction projects for the time period from January 1, 2010, through the present.
- 33. All invoices for services performed by Westwind Mechanical, Inc., projects for the time period from January 1, 2010, through the present.
- 34. All invoices for services performed by Paul Svane, projects for the time period from January 1, 2010, through the present.
- 35. Paul Svane's cash disbursement journals and check registers for the time period from January 1, 2010 through the present.
- 36. Westwind Mechanical, Inc.'s, cash disbursement journals and check registers for the time period from January 1, 2010, through the present.
- 37. Evidence of all payments made by Westwind Mechanical, Inc., to its creditors from the date of service of this order through the date of the hearing.
- 38. Evidence of all payments made by Paul Svane, to creditors from the date of service of the order through the present.

9/27/11

Dated: _____



UNITED STATES DISTRICT JUDGE