

Jeffrey L. Cutler (SBN 100639)
 Sally S. Frontman (SBN 227735)
WOHLNER KAPLON PHILLIPS
YOUNG & CUTLER
 A Professional Corporation
 16501 Ventura Boulevard, Suite 304
 Encino, California 91436
 Telephone: (818) 501-8030
 Facsimile: (818) 501-5306
 E-Mail: jcutler@wkpypc.com
 E-Mail: sfrontman@wkpypc.com

JS-6

Attorneys for Plaintiffs Boards of Trustees et al.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
(Western Division)

THE BOARDS OF TRUSTEES OF THE
 SOUTHERN CALIFORNIA GLAZIERS,
 ARCHITECTURAL METAL AND GLASS
 WORKERS HEALTH AND WELFARE
 TRUST; THE SOUTHERN CALIFORNIA,
 ARIZONA, COLORADO, AND SOUTH-
 ERN NEVADA GLAZIERS, ARCHITECT-
 URAL METAL AND GLASS WORKERS
 PENSION TRUST FUND; THE
 GLAZIERS, ARCHITECTURAL METAL
 AND GLASS WORKERS DISABILITY
 TRUST; THE SOUTHERN CALIFORNIA
 GLASS AND GLAZING INDUSTRY
 TRUST FUND; THE SOUTHERN COUN-
 TIES GLAZIERS' APPRENTICE-SHIP
 TRAINING TRUST; SOUTHERN
 CALIFORNIA GLASS MANAGEMENT
 AND GLAZIERS, ARCHITECTURAL
 METAL AND GLASS WORKERS LOCAL
 636 AREA LABOR MANAGEMENT
 COMMITTEE; NATIONAL LABOR
 MANAGEMENT COOPERATION FUND,
 AND GLAZIERS, ARCHITECTURAL
 METAL AND GLASS WORKERS LOCAL
 UNION NO. 636

Plaintiffs,
 v.

SILVINO MICHAEL VALDEZ,
 individually and doing business as AARON
 BROTHERS GLASS CO., a partnership;
 FRANK GABRIEL VALDEZ, individually

CASE NO. CV12-04832-R

Assigned to the Honorable
 Manuel L. Real

**JUDGMENT PURSUANT TO
 STIPULATION**

Complaint Filed: June 1, 2012
 Default by Clerk: July 3, 2012

1 and doing business as AARON BROTHERS)
2 GLASS CO., a partnership;)
3 Defendants.) s
4)

5
6 Plaintiffs, The Boards of Trustees of the Southern California Glaziers,
7 Architectural Metal and Glass Workers Health and Welfare Trust; the Southern
8 California, Arizona, Colorado, and Southern Nevada Glaziers, Architectural Metal
9 and Glass Workers Pension Trust Fund; the Glaziers, Architectural Metal and
10 Glass Workers Disability Trust; the Southern California Glass and Glazing
11 Industry Trust Fund; the Southern Counties Glaziers' Apprenticeship Training
12 Trust; and the Southern California Glass Management and Glaziers, Architectural
13 Metal and Glass Workers Local 636 Area Labor Management Committee and
14 National Labor Management Cooperation Fund and the Glaziers, Architectural
15 Metal and Glass Workers Local Union No. 636 (collectively, "Plaintiffs") shall
16 have judgment against defendants AARON BROTHERS GLASS CO., a
17 partnership, and SILVINO MICHAEL VALDEZ, individually, and doing business
18 as AARON BROTHERS GLASS CO., a partnership having agreed to the entry of
19 judgment in this matter and having entered into a Stipulation for Entry of Judgment
20 which has been filed with the Court, and due deliberation being had thereon,
21

22 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiffs
23 shall have judgment against AARON BROTHERS GLASS CO., a partnership, and
24 SILVINO MICHAEL VALDEZ, individually, and doing business as AARON
25 BROTHERS GLASS CO., a partnership (collectively, "Defendants") in the sum of
26 \$38,846.30, representing delinquent contributions in the amount of \$24,265.61,
27 working dues in the amount of \$1,790.85, interest in the amount of \$3,641.02,
28 liquidated damages in the amount of \$4,853.12, audit fees in the amount of

1 \$787.50, attorney fees in the amount of \$3,008.20, and litigation costs in the
2 amount of \$500.00, owed for the audited periods of January 1, 2007 through
3 January 31, 2010, and February 1, 2010 through September 23, 2011 together with
4 interest accruing at the rate of seven percent (7.0%) per annum from February 1,
5 2013, as follows:

6 1. Defendants shall pay to Plaintiffs the sum of \$500.00 on or before the
7 first (1st) day of February 2013, and shall make monthly installment payments to
8 Plaintiffs on or before the first (1st) day of each and every succeeding month
9 thereafter until the sum of \$38,846.30, together with interest accruing in
10 accordance with paragraph 4 below, is paid in full.

11 2. All payments shall be made payable to the "Southern California
12 Glaziers Trust Funds" and delivered or mailed to the offices of Wohlner Kaplon
13 Phillips Young & Cutler at 16501 Ventura Boulevard, Suite 304, Encino,
14 California 91302, unless or until otherwise instructed in writing by counsel for
15 Plaintiffs.

16 3. Defendants shall pay interest in accordance with the Multiemployer
17 Pension Plan Amendment Act ("MPPAA"), 29 U.S.C. §1132(g)(2) at the rate of
18 seven percent (7.0%) per annum on the sum of \$38,846.30 (the "Principal
19 Balance") and upon the declining balance thereof pursuant to the following
20 formula: "Principal Balance (x) 7.0% divided (/) by 365 (x) number of days since
21 the last payment". Interest shall be computed from February 1, 2013. No payment
22 of interest shall reduce the amount of the Judgment as entered.

23 4. Plaintiffs hereby stipulate to withhold execution of the Judgment
24 Pursuant to Stipulation so long as Defendants timely make payments as required
25 herein and comply with all other terms of the Stipulation.

26 5. Defendants agree to timely pay all monthly contributions owed to the
27 Trusts during the period in which monies are owed pursuant to Stipulation.

1 6. Defendants further agree to timely submit employer contribution
2 reports to the Trusts with a breakdown by job of all hours worked for all
3 employees performing work covered by Defendants' collective bargaining
4 agreement with the Union.

5 7. It is further agreed that in the event of default, Defendants shall pay,
6 in addition to the Principal Balance of the Judgment then due, together with
7 accrued interest calculated at the rate of seven (7.0%) percent from February 1,
8 2013, all attorneys' fees and costs incurred in enforcing the Judgment obligation.

9 8. Time is of the essence and it is agreed that if Defendants fail to make
10 the initial payment required herein when due, or other payments as provided
11 herein, or fail to comply with any term of the Stipulation, Defendants shall be
12 deemed in default, and Plaintiffs may levy upon the balance then due, accrued
13 interest, and attorneys' fees and costs incurred in enforcing the judgment
14 obligation.

15 9. The amounts agreed to be paid pursuant to Stipulation are solely in
16 settlement of Plaintiffs' claim for contributions, liquidated damages, dues, audit
17 costs, and attorneys' fees and costs in the above-captioned lawsuit. Defendants
18 expressly agree that all rights of Plaintiffs to assess and pursue withdrawal liability
19 and related damages against Defendants are hereby reserved.

20 10. The Parties hereby stipulate that upon entering into the Stipulation,
21 each has made such investigation of the facts pertaining to the Stipulation of all the
22 matters pertaining thereto as it deems necessary, each has read and understands the
23 contents of the Stipulation and the consequences thereby, and the person(s)
24 executing the Stipulation on each Party's behalf has full and complete power and
25 authority to execute the Stipulation.

26 ///

27 ///

28 ///

1 11. Upon final payment in accordance with the provisions of the
2 Stipulation, Plaintiffs shall file a full satisfaction of judgment.

3
4
5 DATED: OCT. 16, 2013



HONORABLE MANUEL L. REAL
UNITED STATES DISTRICT JUDGE