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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

GCIU-EMPLOYER RETIREMENT ) Case No.: 2:17-CV-00603-ODW  
FUND AND BOARD OF TRUSTEES ) (JPRx)  
OF THE GCIU-EMPLOYER )  
RETIREMENT FUND, ) Assigned for all Purposes to:

Plaintiffs, )  
v. ) **STIPULATED JUDGMENT**

GOLDEN WEST ENVELOPE ) Complaint Filed: January 25, 2017  
CORPORATION, a California )  
Corporation )  
Defendant. )

IT IS ORDERED that the Stipulated Judgment be entered in the above-entitled action against Defendant Golden West Envelope Corporation pursuant to the terms set forth below:

1           1.     Plaintiffs, GCIU-Employer Retirement Fund and Board of Trustees of the  
2 GCIU-Employer Retirement Fund ("Plaintiffs"), shall have a Stipulated Judgment in  
3 the above-entitled action against Defendant Golden West Envelope Corporation  
4 ("Defendant"), in the sum of \$2,767.34.

5           2.     Defendant will fully satisfy the Stipulated Judgment by paying to Plaintiffs  
6 the sum of \$2,767.34 in twelve (12) consecutive monthly payment installments, with  
7 the first payment of \$230.63 due on or before April 15, 2017, and the remaining eleven  
8 (11) installments of \$230.61 due on or before the twentieth date of each consecutive  
9 month. Each of the monthly installments described above will be paid by a check made  
10 payable to the GCIU-Employer Retirement Fund and received by Plaintiffs' counsel,  
11 Cornwell & Baldwin, at 1017 East Grand Ave, Escondido, CA 92025. Defendant shall  
12 have the right to prepay the entire balance or portions of the balance of the remaining  
13 amount at any time without penalty.

14           3.     Commencing with hours worked from the month of January 2017 and  
15 continuing until the last installment is paid under paragraph 2 above, Defendant is  
16 ordered to timely and accurately report and pay contributions to Plaintiffs for all its  
17 employees (if any) performing work covered by the terms of the CBA.

18           4.     At any time hereafter until the full and complete satisfaction by Defendant  
19 of the remaining amount, Defendant is ordered to produce to the auditor of Plaintiffs,  
20 upon written request of Plaintiffs, all financial records of Defendant of every kind and  
21 nature (including but not limited to federal and state tax returns.)

22           5.     If Defendant fails to meet any of its obligations described in paragraphs 2,  
23 3, or 4 above, Plaintiffs shall provide a written notice to Defendant of such default.  
24 Defendant may cure such default within fifteen (15) calendar days of said written  
25 notice. If alleged default is not cured within the period specified in this paragraph,  
26 then:

27           (a)     Upon the filing of an application for judgment along with a  
28 declaration of a duly authorized representative of Plaintiffs stating that default has

1 occurred hereunder, a judgment shall be immediately entered against Defendant for  
2 \$2,767.34 less any principal payments previously made, plus interest at the rate of ten  
3 percent (10%) per annum, plus reasonable attorney's fees and costs incurred by  
4 Plaintiffs to collect the delinquencies which are subject to this action;

5 (b) A writ of execution may be obtained against Defendant without  
6 further legal action, in the amount of the unpaid balance, plus additional amounts under  
7 the terms herein, upon a declaration of a duly authorized representative of Plaintiffs  
8 setting forth any payment theretofore made by or on behalf of Defendant and the  
9 balance due and owing as of the date of the default;

10 (c) Defendant has waived its right to file a responsive pleading or any  
11 form of objection regarding the application for judgment provided in paragraph 5(a),  
12 notice of entry of judgment, and expressly waived all rights to a stay of execution and  
13 appeal. Judgment shall be entered by a magistrate or a judge without the necessity of a  
14 noticed motion;

15 (d) Defendant shall pay all additional costs and reasonable attorney's  
16 fees incurred by Plaintiffs in connection with the collection of the amounts owed by  
17 Defendant to Plaintiffs in the event of default.

18 6. So long as Defendant is fully complying with all obligations set forth  
19 herein, Plaintiffs are to take no action to enforce the Stipulated Judgement.

20 7. The Court retains jurisdiction to enforce the Stipulated Judgment until  
21 performance in full of its terms.

22 IT IS SO ORDERED.



23  
24 Dated April 28, 2017

25 **HON. OTIS D. WRIGHT, II**  
26 **UNITED STATES DISTRICT JUDGE**