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8 Attorneys for SOUTHWEST
 9 REGIONAL COUNCIL OF
 10 CARPENTERS

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA

13 SOUTHWEST REGIONAL COUNCIL OF CARPENTERS	}	Case No.: 17-cv-05539-RSWL-SK
14 Petitioner		}
15 vs.		
16		
17 H.M.I. CONSTRUCTION SERVICE, INC.,	}	
18 Respondent		

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20 Pursuant to the Settlement Agreement between the Parties, IT IS
 21 HEREBY ORDERED THAT:

- 22 1. [JUDGMENT] Judgment is hereby entered as follows:
 23 A. The arbitration award issued by Southwest Joint Adjustment
 24 Board in favor of Petitioner Southwest Regional Council of
 25 Carpenters and against H.M.I. Construction Service, Inc. is
 26 confirmed in its entirety. Respondent shall fully comply with
 27 the award, including:

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- 1) paying \$12,000 to Petitioner Southwest Regional Council of Carpenters;
- 2) paying \$161.60 to Ernesto Christopher Torre;
- 3) paying \$323.20 each to Carlos Chavez Hernandez Miguel Angel Lopez;
- 4) paying \$808.00 to Southwest Adjustment Board; and
- 5) paying any additional cost of the arbitration proceedings.

B. Respondent must pay Petitioner's reasonable attorneys' fees and the cost of this petition.

C. Respondent must pay an interest at a rate of ten (10) percent per annum from the time of the breach until full satisfaction of the arbitration award.

2. [SATISFACTION] Provided that Respondent has complied with all terms of the arbitration award except for the payment of \$12,000 to Union, this Judgment may be satisfied by two payments of \$6,000 in lieu of one payment of \$12,000 to Union as set forth in the Settlement Agreement.

3. [STAY OF ENFORCEMENT] During the period of the payment plan called for by the Settlement Agreement between the parties, there shall be a STAY of enforcement of this Judgment. Such STAY shall terminate on the earlier of December 1, 2017, Default as described in paragraph 9 of the Settlement Agreement, or earlier satisfaction of Judgment filed by Petitioner.

4. [FEES AND COSTS] Upon Default, Petitioner may further seek to add fees and costs to the Judgment.

5. [DISMISSAL] Provided that Respondent has complied with all terms of the arbitration award except for the payment of \$12,000 to Union, upon final payment of the Settlement Agreement, Petitioner shall: a) File a Dismissal with Prejudice of this lawsuit; and b) file an Acknowledgment of Full Satisfaction of Judgment.

1 6. [RETENTION OF JURISDICTION] The Court retains jurisdiction
2 to enforce the terms of this Stipulated Consent Judgment, and the terms of the
3 Settlement Agreement.

4 With exception to the dates set forth herein, all other dates currently
5 pending before this Court, in this action, are vacated. The Clerk shall
6 administratively close this case.

7 IT IS SO ORDERED.

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9 Dated: 9/21/2017

s/ RONALD S.W. LEW

HON. RONALD S.W. LEW
Senior U.S. District Judge