

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
AT FRESNO

TRUSTEES OF THE WESTERN STATES
INCOME SECURITY FUND and GRAPHIC
COMMUNICATIONS INTERNATIONAL
UNION EMPLOYER RETIREMENT FUND,

Plaintiff,

v.

JOHN BLANCHFIELD, individually, and CA-
JON, INC., doing business as Peerless Printers,

Defendant.

Case No. 1:12-CV-01886-LJO-SKO

**ORDER RE: NOTICE OF ERRATA TO
NOTICE OF ENTRY OF ORDER AND
JUDGMENT AND STIPULATIONS FOR
ENTRY OF ORDER AND JUDGMENT**

Plaintiffs Trustees of the Western States Income Security Fund and Graphic Communications International Union Employer Retirement Fund (collectively “Plaintiffs”) filed a Notice of Errata and Request for Correction of Error in Stipulation for Entry of Order and Judgment along with the supporting Declaration of Vishtasp Soroushian. Plaintiffs note that the name “John David Blanchfield,” rather than “John Blanchfield” was inadvertently inserted once in the body of a Stipulation for Entry of Judgment and Order, filed on April 5, 2013, which served as the basis for the Court’s Order and Judgment (“Judgment”). Similarly, the name “John David Blanchfield,” rather than “John Blanchfield” inadvertently appeared in the caption of the Notice of Entry of Order and Judgment (“Notice”) of that Stipulation for Entry of Judgment and Order (“Stipulation”).

Notably, at the time the errors were made, John David Blanchfield was no longer a defendant to this action. Rather, John Blanchfield had been named a defendant. Next, John Blanchfield, and not John David Blanchfield, signed the Stipulation for Entry of Judgment and Order which served as the basis for the Court’s Judgment. Through the Stipulation, the parties agreed for the Court to render judgment in favor of Plaintiffs and against Defendants pursuant to the terms of the parties’ Settlement Agreements and Payment Plans (“Agreements”). These Agreements were filed with this Court on April 2, 2013, and they were entered into and signed by John Blanchfield, individually and on behalf of defendant CA-JON, INC., doing business as Peerless Printers. John David Blanchfield

1 was not a party to those Agreements. Finally, John Blanchfield has been served with all the relevant
2 filings in this case, including the Notice and both the original and amended complaints and
3 summonses, and the abstracts of judgment and writ of execution were requested and issued against
4 Defendant John Blanchfield. It is apparent that the parties intended for, and only had the power to,
5 enter into the Stipulation between the Plaintiffs and true Defendants to the action.

6 Accordingly, the Court finds good cause to accept Plaintiffs' errata to the Notice, removing
7 the name "David" from the case caption, and to accept the errata to the Stipulation, removing the
8 name "David" from line 23. The Court's Order and Judgment, issued April 5, 2013, is amended to
9 reflect this clarification. (F.R.C.P., Rule 60(a).)

10
11 **SO ORDERED**

Dated: January 29, 2015

/s/ Lawrence J. O'Neill
United States District Judge