

1 HENRY Y. CHIU 222927
TUCKER, CHIU, HEBESHA & WARD PC
2 5260 North Palm Avenue, Suite 205
Fresno, California 93704
3 Telephone: (559) 472-9922
Facsimile: (559) 472-9892

4 Attorneys for Plaintiffs

5 JUSTIN D. HARRIS 199112
6 MOTSCHIEDLER, MICHAELIDES ET AL.
1690 West Shaw Avenue, Suite 200
7 Fresno, California 93711
Telephone: (559) 439-4000
8 Facsimile: (559) 439-5654

9 Attorney for Defendants

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11 **UNITED STATES DISTRICT COURT**
12 **EASTERN DISTRICT OF CALIFORNIA – FRESNO DIVISION**

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14 BOARDS OF TRUSTEES OF THE) Case No. 1:13-CV-01660-MJS
ROOFERS LOCAL 27 HEALTH AND)
15 WELFARE TRUST FUND, NATIONAL)
ROOFING INDUSTRY PENSION PLAN,) **STIPULATED JUDGMENT**
16 ROOFERS LOCAL 27, FRESNO)
ROOFING CONTRACTORS VACATION)
17 FUND, and ROOFERS LOCAL 27)
APPRENTICESHIP TRAINING FUND,)

18 Plaintiffs,)

19 v.)

20 FRYER ROOFING CO., INC., a California)
21 corporation; DAVID BRUCE FRYER;)
LEIGH ANN FRYER; INTERNATIONAL)
22 FIDELITY INSURANCE COMPANY;)
and DOES 1 through 50, inclusive,)

23 Defendants.)
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1 Plaintiffs Boards of Trustees of the Roofers Local 27 Health and Welfare Trust Fund,
2 Roofers Local 27, Fresno Roofing Contractors Vacation Fund, and Roofers Local 27
3 Apprenticeship Training Fund (collectively, "Stipulating Plaintiffs")¹ and defendants Fryer
4 Roofing Co., Inc., David Bruce Fryer and Leigh Ann Fryer (collectively, "Fryer Defendants")
5 hereby stipulate, and request a judgment, as to the following:

6 1. Stipulating Plaintiffs and the Fryer Defendants entered into a written "Settlement
7 Agreement Between Roofers Local 27 Trust Funds and Fryer Roofing Co., Inc. et al."
8 ("Agreement") pertaining to the fringe benefit contributions and other charges at issue in the
9 present action.

10 2. The Agreement provides, among other things, that the Fryer Defendants shall be
11 jointly and severally liable for the following amounts, and that they shall remit said amounts to
12 the Stipulating Plaintiffs pursuant to a certain payment schedule, and in a certain manner,
13 described in the Agreement:

14	Principal Fringe Benefit Contributions (August, 15 September, November, December of 2013; January, February and March of 2014)	\$114,698.41
16	Liquidated Damages	\$11,869.92
17	Interest	\$5,508.61
18	Costs/Attorneys' Fees	\$36,254.00
19	Administration Services	<u>\$1,400.00</u>
20	Total	\$169,730.94

21 3. The principal fringe benefit contributions, liquidated damages and interest above
22 are based upon monthly contribution reports submitted by Fryer Roofing to the Stipulating
23 Plaintiffs.

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28 ¹ Plaintiff National Roofing Industry Pension Plan is not a party to this Stipulated Judgment. Its
claims against Defendants have been dismissed pursuant to a Stipulation and Order to Dismiss
Claims between the NRIPP and Defendants.

1 4. The Fryer Defendants remitted \$55,311.74 to Stipulating Plaintiffs subsequent to
2 the execution of the Agreement. Said remittances were applied toward the above liabilities
3 pursuant to the method stated in the Agreement, leaving an outstanding balance of \$114,419.20
4 as of the date of this Stipulated Judgment.

5 5. The Agreement further provides that the Stipulating Plaintiffs shall have the right
6 to audit Fryer Roofing's records for the months at issue, and collect all additional amounts
7 determined to be owed.

8 6. The Agreement further provides that the Stipulating Plaintiffs shall not take any
9 steps to enforce this Judgment so long as the Fryer Defendants fully comply with their
10 obligations under the Agreement, and only after the requisite Notice of Breach has been
11 provided, and the opportunity to cure has lapsed.

12 7. The Agreement further provides that the United States District Court, Eastern
13 District of California, Fresno Division, shall retain jurisdiction to enforce the terms of the
14 Agreement and this Judgment.

15 8. The Agreement further provides that the Parties expressly and irrevocably consent
16 to the jurisdiction of the magistrate judge (to the extent they have not already done so), to issue
17 this Judgment, and any findings or orders necessary to enforce the Agreement or Judgment.

18 9. Stipulating Plaintiffs and Defendants entered into a Stipulation and [Proposed]
19 Order to Dismiss International Fidelity Insurance Company with Prejudice, which was submitted
20 to the Court on August 29, 2014.

21 10. Defendant Old Republic Surety Company has indicated that it will disburse or
22 interplead the bond proceeds applicable to the present action. Stipulating Plaintiffs are informed
23 and believe that such disbursement or interpleader will exonerate Old Republic from liability
24 herein, and will dismiss Old Republic accordingly at that time.

25 11. In the event it becomes necessary to enforce this Judgment, interest shall accrue
26 on the Judgment amount at the seven percent (7%) per annum rate specified in the collective
27 bargaining agreement. Stipulating Plaintiffs shall be entitled to recover all costs and attorneys'
28 fees incurred by them in enforcing this Judgment.

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Dated: September 12, 2014. FRYER ROOFING CO., INC.

By /s/ David Bruce Fryer
David Bruce Fryer, CEO

Dated: September 12, 2014. DAVID BRUCE FRYER

By /s/ David Bruce Fryer
David Bruce Fryer, Individually

Dated: September 11, 2014. LEIGH ANN FRYER

By /s/ Leigh Ann Fryer
Leigh Ann Fryer, Individually

Dated: September 16, 2014. ROOFERS LOCAL 27 HEALTH AND WELFARE TRUST FUND

By /s/ Dario Sifuentes
Dario Sifuentes, Trustee

Dated: September 16, 2014. ROOFERS LOCAL 27

By /s/ Dario Sifuentes
Dario Sifuentes, Business Manager

Dated: September 16, 2014. FRESNO ROOFING CONTRACTORS VACATION FUND

By /s/ Dario Sifuentes
Dario Sifuentes, Trustee

[Signatures continue on following page.]

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JUDGMENT

Judgment is hereby entered in Case No. 1:13-CV-01660-MJS in favor of plaintiffs Roofers Local 27 Health and Welfare Trust Fund, Roofers Local 27, Fresno Roofing Contractors Vacation Fund and Roofers Local 27 Apprenticeship Training Fund (the "Stipulating Plaintiffs" above), and against defendants Fryer Roofing Co., Inc., David Bruce Fryer and Leigh Ann Fryer (the "Fryer Defendants" above), jointly and severally, in the total amount of \$114,419.20.

As acknowledged by the Parties in the Stipulation above, the Agreement and the amount of this Judgment are based upon contribution reports submitted by Fryer Roofing to the Stipulating Plaintiffs. As such, the Stipulating Plaintiffs shall retain the right to audit the records of Fryer Roofing for the months at issue, and seek through stipulation or the Court to amend this judgment and recover additional amounts, if any, shown to be owed.

In the event it becomes necessary for Stipulating Plaintiffs to enforce this Judgment, they shall further be entitled to interest upon the Judgment amount at seven percent (7%) per annum, and all costs and attorneys' fees incurred by them to do so.

This case will be closed administratively, but the Court shall retain jurisdiction to enforce the Agreement and this Judgment.

IT IS SO ORDERED.

Dated: September 18, 2014

/s/ Michael J. Seng
UNITED STATES MAGISTRATE JUDGE

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