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

13 \* \* \*

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

**STIPULATED AMENDED  
JUDGMENT**

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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TUCKER, CHIU,  
HEBESHA & WARD PC  
642 POLLASKY AVE., STE. 230  
CLOVIS, CA 93612

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”),<sup>1</sup> and defendants Fryer  
4 Roofing Co., Inc., David Bruce Fryer and Leigh Ann Fryer (collectively, “Fryer Defendants”)  
5 hereby stipulate, and request an amended 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 herein.

9 2. The Stipulating Plaintiffs and Fryer Defendants further entered into a Stipulated  
10 Judgment as part of said Agreement. The Court issued an Order on September 18, 2014, entering  
11 said Judgment, and retaining jurisdiction to enforce the Agreement and Judgment.

12 3. The Fryer Defendants, or others on their behalves, have made certain payments  
13 totaling \$136,812.14 toward the Judgment amount, leaving a remainder of \$32,918.80. However,  
14 additional interest and liquidated damages have accrued, and the Stipulating Plaintiffs have  
15 incurred additional costs and attorneys’ fees in their efforts to enforce the Agreement and  
16 Judgment as a result of the Fryer Defendants’ breach of the Agreement.

17 4. The Parties have entered into a written “Amendment to Settlement Agreement  
18 Between Roofers Local 27 Trust Funds and Fryer Roofing Co., Inc. et al.” (“Amendment”) to  
19 reflect the additional interest, liquidated damages, costs and attorneys’ fees. The Amendment  
20 provides, among other things, that the Parties will stipulate to amend the Stipulated Judgment, by  
21 way of this Stipulated Amended Judgment (“Amended Judgment”), to include those additional  
22 charges, which the Parties stipulate to be as follows:

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



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Dated: February 12, 2015. ROOFERS LOCAL 27 HEALTH AND WELFARE TRUST FUND

By /s/ Dario Sifuentes  
Dario Sifuentes, Trustee

Dated: February 12, 2015. ROOFERS LOCAL 27

By /s/ Dario Sifuentes  
Dario Sifuentes, Business Manager

Dated: February 12, 2015. FRESNO ROOFING CONTRACTORS VACATION FUND

By /s/ Dario Sifuentes  
Dario Sifuentes, Trustee

Dated: February 12, 2015. ROOFERS LOCAL 27 APPRENTICESHIP TRAINING FUND

By /s/ Dario Sifuentes  
Dario Sifuentes, Trustee

*Approved as to Form and Content:*

Dated: February 6, 2015. MOTSCHIEDLER, MICHAELIDES, ET AL.  
A Limited Liability Partnership

By /s/ Justin D. Harris  
JUSTIN D. HARRIS  
Attorney for Defendants

Dated: February 12, 2015. TUCKER, CHIU HEBESHA & WARD  
A Professional Corporation

By /s/ Henry Y. Chiu  
HENRY Y. CHIU  
Attorney for Stipulating Plaintiffs

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**JUDGMENT**

The Judgment previously entered in Case No. 1:13-CV-01660-AWI-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, is hereby amended to the amount of \$76,880.61.

As acknowledged, and stipulated to, by the Parties in the Stipulation above, this amended amount judgment reflects: certain payments made by, or on behalf of, the Fryer Defendants; additional accrued interest and liquidated damages; and additional costs and attorneys’ fees incurred by the Stipulating Plaintiffs in their efforts to enforce the Agreement and Judgment as a result of the Fryer Defendants’ breach of the Agreement.

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

This Court shall retain jurisdiction to enforce the Agreement, Amendment and this Amended Judgment.

IT IS SO ORDERED.

Dated: February 17, 2015

/s/ Michael J. Seng  
UNITED STATES MAGISTRATE JUDGE