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9 Attorney for Defendants

**FILED**

APR 18 2016

CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

BY [Signature]  
DEPUTY CLERK

11 **UNITED STATES DISTRICT COURT**

12 **EASTERN DISTRICT OF CALIFORNIA-FRESNO DIVISION**

13 \* \* \*

14 BOARD OF TRUSTEES OF IBEW LOCAL  
UNION NO. 100 PENSION TRUST FUND;  
15 JOINT ELECTRICAL INDUSTRY  
TRAINING TRUST FUND; and IBEW  
16 DISTRICT NO. 9 PENSION PLAN TRUST  
FUND,

17 Plaintiffs,

18 v.

19 POWER DESIGN ELECTRIC, INC.; JOHN  
20 ALBERT GLOVER; ROBERT COREY  
GLOVER; AMERICAN CONTRACTORS  
21 INDEMNITY COMPANY; and DOES 1  
through 50,

22 Defendants.

Case No. 1:14-CV-01941-SMS

**STIPULATED JUDGMENT**

25 Plaintiffs IBEW Local Union No. 100 Pension Trust Fund, Joint Electrical Industry  
26 Training Trust Fund, IBEW District No. 9 Pension Plan Trust Fund, the National Electric Benefit  
27 Funds and Family Medical Care Plan (collectively, the "Trust Funds"), and defendants Power  
28 Design Electric, Inc., John Albert Glover, Robert Corey Glover (collectively, the "Power Design

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1 Defendants”) hereby stipulate, and request a judgment, as follows:

2 **STIPULATION**

3 1. Plaintiffs IBEW Local Union No. 100 Pension Trust Fund, Joint Electrical  
4 Industry Training Trust Fund and IBEW District No. 9 Pension Plan Trust Fund initiated the  
5 present action against the Power Design Defendants and American Contractors Indemnity  
6 Company (“ACIC”) to recover certain delinquent fringe benefit contributions, and the liquidated  
7 damages, interest, costs and attorneys’ fees associated therewith.

8 2. The Parties, and the National Electric Benefit Funds and Family Medical Care  
9 Plan, subsequently entered into a written “Settlement Agreement Between IBEW Local 100  
10 Trust Funds et al. and Power Design Electric, Inc. et al.” (“Agreement”).

11 3. The Agreement, among other things, provides a stipulation between the Parties to  
12 join the National Electric Benefit Funds and Family Medical Care Plan as additional Plaintiffs in  
13 this Action, pursuant to a written Stipulation and Order to Join Additional Plaintiffs.

14 4. The Agreement further provides for the Trust Funds to dismiss ACIC from the  
15 Action, without prejudice and subject to a tolling agreement, which the Trust Funds have done.

16 5. The Agreement further provides for the Power Design Defendants to pay a certain  
17 Settlement Amount, with additional amounts *conditionally waived* as part of the settlement. Said  
18 settlement, and the conditional waiver, are to be reflected in the Agreement, and in the present  
19 Stipulated Judgment in favor of the Trust Funds against the Power Design Defendants, jointly  
20 and severally, in the Total Amount of ninety-two thousand eight hundred fifty-four dollars and  
21 eight cents (\$92,854.08, the “Judgment Amount”).

22 6. However, so long as the Power Design Defendants comply with the terms of the  
23 Agreement, and/or cure all breaches thereof within the time required by the Agreement, the Trust  
24 Funds shall refrain from enforcing this Stipulated Judgment.

25 7. The Agreement further provides that, if any Power Design Defendant breaches the  
26 Agreement, and fails to cure said breach within the time provided therein, the conditionally  
27 waived amounts are to be reinstated, and the Trust Funds shall have the right to enforce this  
28 Stipulated Judgment against any and all of the Power Design Defendants, jointly and severally,

1 subject to the terms of the Agreement, less any monies received from the Power Design  
2 Defendants or Surety Defendant pursuant to the terms of the Agreement.

3 8. The Agreement further provides that the United States District Court, Eastern  
4 District of California, Fresno Division, shall continue to retain jurisdiction to enforce the terms  
5 of the Agreement and this Stipulated Judgment.


6 9. The Agreement further provides that the Parties expressly and irrevocably consent  
7 to the further jurisdiction of the magistrate judge to issue this Stipulated Judgment, and any  
8 findings or orders necessary to enforce this Stipulated Judgment.

9 10. In the event it becomes necessary to enforce this Stipulated Judgment, interest  
10 shall accrue on the Judgment amount at the ten percent (10%) per annum rate specified in the  
11 Collective Bargaining Agreement. The Trust Funds shall be entitled to recover all costs and  
12 attorneys' fees incurred by them in enforcing this Stipulated Judgment.

13 Respectfully submitted,

14 April 11, 2016.

IBEW LOCAL 100 TRUST FUNDS

15  
16 By , Authorized Agent

17  
18 April \_\_\_\_\_, 2016.

NATIONAL ELECTRICAL BENEFIT FUNDS

19  
20 By \_\_\_\_\_, Authorized Agent

21  
22 April \_\_\_\_\_, 2016.

FAMILY MEDICAL CARE PLAN

23  
24 By \_\_\_\_\_, Authorized Agent

25  
26 April 7, 2016.

POWER DESIGN ELECTRIC, INC.

27  
28 By , Authorized Agent

TUCKER CHIU  
1888 SHAW BLVD STE 100  
CITY OF CA 95610

3  
STIPULATED JUDGMENT

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12 attorneys' fees incurred by them in enforcing this Stipulated Judgment.

13 Respectfully submitted,  
14 April \_\_\_\_\_, 2016. IBEW LOCAL 100 TRUST FUNDS

15  
16 By \_\_\_\_\_, Authorized Agent

17  
18 April 11, 2016. NATIONAL ELECTRICAL BENEFIT FUNDS

19  
20 *Brian Killian*  
By Brian Killian, Authorized Agent

21  
22 April 11, 2016. FAMILY MEDICAL CARE PLAN

23  
24 *Brian Killian*  
By Brian Killian, Authorized Agent

25  
26 April 7, 2016. POWER DESIGN ELECTRIC, INC.

27  
28 *Robert Glover*  
By Robert Glover, Authorized Agent

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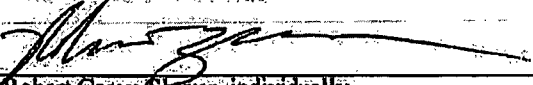
April 7, 2016.

JOHN ALBERT GLOVER

  
By John Albert Glover, individually

April 7, 2016.

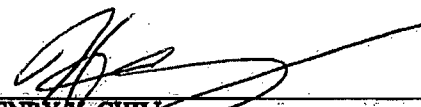
ROBERT COREY GLOVER

  
By Robert Corey Glover, individually

*Approved as to form:*


April 11, 2016.

TUCKER CHIU HEBESHA SEYMOUR

By   
HENRY Y. CHIU  
Attorney for Plaintiffs

April 7, 2016.

LANG, RICHERT & PATCH

By   
MARK L. CREEDE  
Attorney for Defendants

**JUDGMENT**

In accordance with the above stipulation of the Parties, and in light of their request that this Court have and retain jurisdiction to do so, judgment is hereby entered in favor of plaintiffs IBEW Local Union No. 100 Pension Trust Fund, Joint Electrical Industry Training Trust Fund, IBEW District No. 9 Pension Plan Trust Fund, the National Electric Benefit Funds and the Family Medical Care Plan (collectively, the aforementioned Trust Funds), against defendants

TUCKER CHIU  
HEBESHA SEYMOUR  
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CHICAGO, IL 60611


1 Power Design Electric, Inc., John Albert Glover and Robert Corey Glover (collectively, the  
2 aforementioned Power Design Defendants), jointly and severally, in the amount of ninety-two  
3 thousand eight hundred fifty-four dollars and eight cents (\$92,854.08).

4 In the event it becomes necessary for the Trust Funds to enforce this Stipulated Judgment  
5 against the Power Design Defendants, the Trust Funds shall further be entitled to interest upon  
6 the Stipulated Judgment amount at ten percent (10%) per annum, and all costs and attorneys'  
7 fees incurred by them to do so.

8 This Court shall retain jurisdiction to enforce the Agreement and this Stipulated  
9 Judgment.

10 IT IS SO ORDERED.

11  
12 Dated: 4/13/16

  
UNITED STATES MAGISTRATE JUDGE  
SM SNYDER