

1 Kent Khtikian, Esq. (#99843)  
 Katzenbach and Khtikian  
 2 1714 Stockton Street, Suite 300  
 San Francisco, California 94133-2930  
 3 Telephone: (415) 834-1778  
 Facsimile: (415) 834-1842

4 Attorney for Plaintiffs  
 5  
 6  
 7

8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

10	BRICKLAYERS AND ALLIED CRAFTWORKERS	)	CASE NO. CV 09-0371 VRW
	LOCAL UNION NO. 3, AFL-CIO;	)	(EMC)
11	TRUSTEES OF THE NORTHERN CALIFORNIA	)	
	TILE INDUSTRY PENSION TRUST; TRUSTEES	)	STIPULATION FOR ENTRY OF
12	OF THE NORTHERN CALIFORNIA TILE	)	ORDER FOR RETENTION OF
	INDUSTRY HEALTH AND WELFARE TRUST FUND;	)	JURISDICTION
13	TRUSTEES OF THE NORTHERN CALIFORNIA	)	
	TILE INDUSTRY APPRENTICESHIP AND	)	
14	TRAINING TRUST FUND; TILE INDUSTRY	)	
	PROMOTION FUND OF NORTHERN CALIFORNIA,	)	
15	INC., a not-for-profit California	)	
	corporation; TILE EMPLOYERS CONTRACT	)	
16	ADMINISTRATION FUND; TRUSTEES OF THE	)	
	INTERNATIONAL UNION OF BRICKLAYERS AND	)	
17	ALLIED CRAFTWORKERS PENSION FUND,	)	
		)	
18	Plaintiffs,	)	
		)	
19	vs.	)	
		)	
20	VASSALLO TILE, MARBLE & GRANITE CORP.,	)	
	a California corporation; AMERICAN	)	
21	CONTRACTORS INDEMNITY COMPANY, a	)	
	California corporation; ANTONIO	)	
22	VASSALLO; GIOVANNI VASSALLO,	)	
		)	
23	Defendants.	)	

24 WHEREAS plaintiffs and defendants have entered into a  
 25 settlement agreement on the record which resolves plaintiffs  
 26 claims against Antonio Vassallo and Giovanni Vassallo only and  
 27 only the third claim for relief against Vassallo Tile, Marble &  
 28 Granite Corp (leaving other claims for relief against Vassallo

1 Tile pending and unresolved);

2 WHEREAS the settlement agreement provides that the parties  
3 are to execute, at this time, a stipulation for entry of partial  
4 judgment and judgment form;

5 WHEREAS the settlement agreement further provides that the  
6 plaintiffs are to hold the stipulation for entry of partial  
7 judgment and judgment form and not submit the form to the Court  
8 for entry of judgment until such time, if any, that defendants  
9 breach certain conditions set forth in the settlement agreement;

10 WHEREAS the conditions which might be breached by defendants  
11 do not expire until August 1, 2012; and,

12 WHEREAS it is likely that plaintiffs claims against the  
13 remaining defendant Vassallo Tile, Marble & Granite Corp., will  
14 be resolved before August 1, 2012

15 NOW THEREFORE, the parties agree to and request entry of the  
16 Order set forth below.

17

18 SO STIPULATED AND AGREED:

19 Diemer, Whitman & Cardosi LLP

20

21 Dated: March 5, 2010

\_\_\_\_\_  
/s/ Judith Whitman  
Judith L. Whitman  
Attorney for Defendants

22

23

24

Katzenbach & Khtikian

25

26 Dated: March 15, 2010

\_\_\_\_\_  
/s/ Kent Khtikian  
Kent Khtikian  
Attorney for Plaintiffs

27

28

**Attestation Of Concurrence**

1 I, Kent Khtikian, declare that Judith Whitman has signed the  
2 Stipulation set forth above and that I have in my possession her  
3 signatures on this document.

4 I declare under penalty of perjury that the foregoing is  
5 true and correct.

6 Executed this 15th day of March 2010, in San Francisco,  
7 California.

8  
9 /s/ Kent Khtikian  
Kent Khtikian

10  
11 **ORDER**

12 IT IS HEREBY ORDERED that:

13 1. Antonio Vassallo and Giovanni Vassallo shall remain  
14 parties in this action, and shall not be dismissed, until the  
15 earlier of such time that plaintiffs request their dismissal or  
16 February 1, 2013. In the event the Plaintiffs have not earlier  
17 sought entry of judgment against Antonio Vassallo and Giovanni  
18 Vassallo, Plaintiffs shall request the dismissal of Antonio  
19 Vassallo and Giovanni Vassallo no later than by February 1, 2013.

20 2. The Court shall retain jurisdiction in this matter for  
21 the purpose of entering the stipulation for judgment against  
22 defendants.

23  
24 Dated: March 23, 2010

