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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS DISTRICT 9
PENSION PLAN; et al.,

Plaintiffs,

v.

POLK COMMUNICATIONS, INC.

Defendant.

CASE NO.: C-09-1440 CRB

**STIPULATION FOR CONTINGENT
ORDER OF DISMISSAL & ~~[Proposed]~~
CONTINGENT ORDER OF DISMISSAL**

Date:

Time:

Judge: Hon. Charles R. Breyer

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The parties hereto stipulate as follows:

1. The parties have reached agreement to settle this case under the terms and conditions specified in the Settlement Agreement, attached hereto as Exhibit A.
2. The settlement involves payment of consideration in payments over time.
3. If the settlement payments are not made in a timely fashion or if the Settlement Agreement is otherwise breached, Plaintiffs can file a Stipulation for Entry of Judgment attached hereto as Exhibit B. The Court shall then Order the Entry of Judgment. Plaintiffs have agreed not to file the Stipulation for Entry of Judgment if the Settlement Agreement is complied with in full.
4. The parties agree that Plaintiffs may reopen the matter at any time prior to December 31, 2009, if Plaintiffs certify to the Court that the consideration has not been paid or other terms and conditions of the Settlement Agreement have not been complied with. At that time, Plaintiffs may file their Stipulation for Entry of Judgment.

IT IS SO STIPULATED.

Respectfully Submitted,

Dated: _____

NEYHART, ANDERSON, FLYNN & GROSBOLL

By: _____

BENJAMIN K. LUNCH
Attorney for Plaintiffs

Dated: _____

LAW OFFICE OF MELVIN HODGES

By: _____

MELVIN HODGES
Attorneys for Defendant

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The parties hereto stipulate as follows:

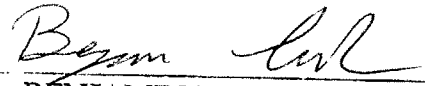
1. The parties have reached agreement to settle this case under the terms and conditions specified in the Settlement Agreement, attached hereto as Exhibit A.
2. The settlement involves payment of consideration in payments over time.
3. If the settlement payments are not made in a timely fashion or if the Settlement Agreement is otherwise breached, Plaintiffs can file a Stipulation for Entry of Judgment attached hereto as Exhibit B. The Court shall then Order the Entry of Judgment. Plaintiffs have agreed not to file the Stipulation for Entry of Judgment if the Settlement Agreement is complied with in full.
4. The parties agree that Plaintiffs may reopen the matter at any time prior to December 31, 2009, if Plaintiffs certify to the Court that the consideration has not been paid or other terms and conditions of the Settlement Agreement have not been complied with. At that time, Plaintiffs may file their Stipulation for Entry of Judgment.

IT IS SO STIPULATED.

Respectfully Submitted,


NEYHART, ANDERSON, FLYNN & GROSBOLL

Dated: 5-20-09

By: 
BENJAMIN K. LUNCH
Attorney for Plaintiffs

Dated: 5-19-09

LAW OFFICE OF MELVIN HODGES

By: 
MELVIN HODGES
Attorneys for Defendant

1 [PROPOSED] ORDER:

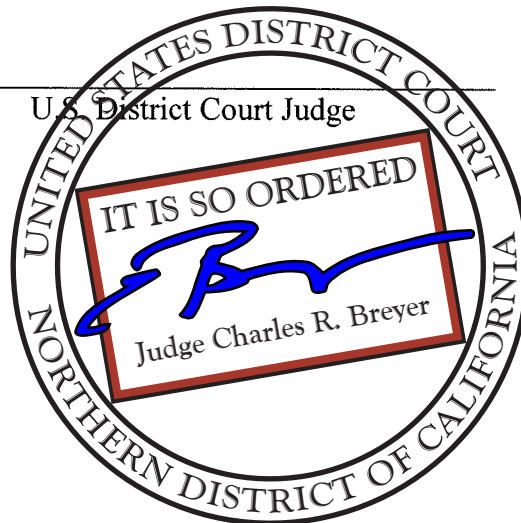
2 The parties hereto, having advised the Court that they have agreed to a settlement of this
3 action.

4 IT IS HEREBY ORDERED that this action is dismissed with prejudice, provided,
5 however, that if any party hereto shall certify to this Court, with proof of service of copy thereon
6 on the Defendant or its counsel, on or before December 31, 2009 that the agreed consideration for
7 the settlement has not been delivered over, the foregoing Order shall vacated by this Court and this
8 action shall forthwith be restored to the calendar. Plaintiffs may then file the Stipulation for Entry
9 of Judgment referred to in the above stipulation. Judgment will then be entered forthwith.

10 IT IS SO ORDERED.

11
12 Dated: June 10, 2009

U.S. District Court Judge



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Exhibit A

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS DISTRICT 9
PENSION PLAN; et al.,

Plaintiffs,

v.

POLK COMMUNICATIONS, INC.

Defendant.

CASE NO.: C-09-1440 CRB

SETTLEMENT AGREEMENT

Date:

Time:

Judge: Hon. Charles R. Breyer

1 The Plaintiffs INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
2 DISTRICT 9 PENSION PLAN; NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND
3 & COMMUNICATION DISTRICT No. 9 HEALTH & WELFARE TRUST FUND; NORTHERN
4 CALIFORNIA-NORTHERN NEVADA SOUND & COMMUNICATION DISTRICT No. 9
5 APPRENTICESHIP & TRAINING COMMITTEE; JOHN O'ROURKE, as Trustee of the above
6 (hereinafter collectively referred to as the "Plaintiffs", "Trusts" or "Funds") and the Defendant,
7 POLK COMMUNICATIONS, INC., (hereinafter referred to as "Polk") agree to resolve this case
8 as follows:
9

10 1. Compromise. The parties wish to avoid the uncertainty and expense of litigation,
11 and, therefore, have reached this compromise and settlement concerning fringe
12 benefit contributions owed the Plaintiff Funds for the reporting period of December
13 2008 to March 2009. This compromise and settlement does not include any
14 unknown amounts discovered owing as a result of a reporting error or audit.
15

16 2. Consideration. The Defendants will agree to a Stipulated Judgment against it in
17 favor of the Plaintiff Trusts in the amount of \$15,523.03. (A copy of the
18 Stipulation for Entry of Judgment is attached hereto as Exhibit A). The Stipulated
19 Judgment shall only be filed if Polk files for bankruptcy protection or if Polk fails
20 to comply with the following terms for the duration of this Settlement Agreement:
21

22 (a) Polk agrees to timely submit its regular monthly contributions and
23 transmittals for the duration of this agreement pursuant to the collective
 bargaining agreement and/or related Trust Agreements;

24 (b) In addition to regular current monthly contributions, Polk agrees to
25 make the following payments: \$3,798.73 by May 29, 2009; \$4,233.53 by
26 June 15, 2009; \$2,539.98 by June 29, 2009. Polk may make the above
 payments earlier than the above-listed dates without penalty;

27 (c) Polk agrees to indemnify the Plaintiffs and specifically the
28 NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND &
 COMMUNICATION DISTRICT No. 9 HEALTH & WELFARE TRUST

FUND for any and all medical and related expenses incurred by Polk employees covered by the Northern California-Northern Nevada Sound and Communication Agreement during the period of November 2008 through and including July 31, 2009.

3. Default and Cure. If Defendants fail to make any payment in the time and manner set forth in Paragraph 2, Defendant shall be in default of this Agreement. In the event of a default, Plaintiffs shall notify Polk of the breach in writing sent via certified mail to the last known address of Polk. If Polk fails to cure its default within thirty (30) calendar days of the date of the mailing of Plaintiffs' notice of default, all remaining sums shall become immediately due and payable and the Plaintiff may file the Stipulated Judgment attached hereto as Exhibit "A".

4. Enforce Agreement. The parties agree that in the event any party institutes proceedings, by motion or otherwise, to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to receive all costs and expenses, including reasonable attorneys' fees, of such proceedings as determined by the Court having jurisdiction of such proceeding.

5. Contingent Order of Dismissal. Plaintiffs and the Defendant will jointly request the Court to issue a Contingent Order of Dismissal. A Stipulation for a Contingent Order of Dismissal and a proposed Order is concurrently filed herewith. The Order will allow the Plaintiffs to reopen the case for Defendant's noncompliance with any of the items listed in paragraph 2 above. Upon reopening, the Plaintiffs will file the Stipulated Judgment. It is agreed that, in such event, Plaintiffs will take no action to enforce that portion of the Judgment amount already paid by the date of the entry of the Judgment, minus any additional attorneys' fees that Plaintiffs any have incurred. If the Plaintiffs do not file such a request by December 31, 2009, the case will automatically be dismissed with prejudice. If at any time Defendant pays in full the delinquent amounts due under this Paragraph 2 of this Agreement, Plaintiffs will request the Court to dismiss the action with prejudice. Defendant shall not be assessed any penalty for making any payments required by paragraph 2 before it is due.

1 7. Attorney's Fees and Costs. If Defendant breaches this Agreement, it shall pay
2 Plaintiffs all of their reasonable attorneys' fees and costs incurred as a result of the breach,
3 including any reasonable attorneys' fees and costs incurred in enforcing any judgment including
4 the Stipulated Judgment.

5 8. Binding on Successors and Others. This Agreement and General Release shall be
6 binding upon the parties hereto and upon their heirs, administrators, representatives, executors,
7 successors, and assigns, and shall inure to the benefit of said parties, and each of them, and to their
8 heirs, administrators, representatives, executors, successors and assigns.

9 9. Governing Law. The terms and conditions of this Agreement and General Release
10 shall be interpreted and construed in accordance with the laws of the State of California and to the
11 extent applicable by the Employee Retirement Income Security Act ("ERISA"). If any term or
12 condition of this Agreement and General Release is determined to be invalid, the remainder of the
13 provisions shall remain in full force and effect.

14 10. Agreement Jointly Drafted. This Agreement and each of its provisions have been
15 jointly drafted by the parties; neither party shall be deemed to have been the drafting party.

16 11. Agreement Freely Entered Into. The parties represent and agree that this
17 Agreement , and the releases contained in this Agreement, have been given voluntarily and free
18 from duress or undue influence on the part of any person released by this Agreement, or by any
19 third party.

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12. Counterparts. This Agreement may be executed in counterparts and a facsimile or .PDF signature shall be treated with the same force as an original.

WE AGREE TO THE ABOVE.

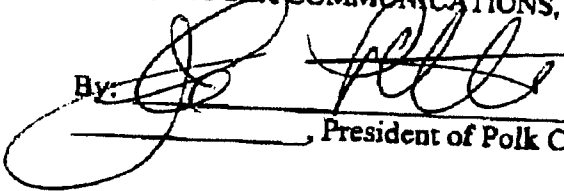
Dated: _____

Plaintiffs INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS DISTRICT 9 PENSION PLAN; NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND & COMMUNICATION DISTRICT No. 9 HEALTH & WELFARE TRUST FUND; NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND & COMMUNICATION DISTRICT No. 9 APPRENTICESHIP & TRAINING COMMITTEE; JOHN O'ROURKE, as Trustee of the above

By: _____
John O'Rourke, Business Manager - IBEW Local 6 & Trustee of the above-Trusts

Dated: _____

Defendant POLK COMMUNICATIONS, INC.

By:  _____, President of Polk Communications, Inc.

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12. Counterparts. This Agreement may be executed in counterparts and a facsimile or PDF signature shall be treated with the same force as an original.

WE AGREE TO THE ABOVE.

Dated: 6/9/09

Plaintiffs INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS DISTRICT 9 PENSION PLAN; NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND & COMMUNICATION DISTRICT No. 9 HEALTH & WELFARE TRUST FUND; NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND & COMMUNICATION DISTRICT No. 9 APPRENTICESHIP & TRAINING COMMITTEE; JOHN O'ROURKE, as Trustee of the above

By: John J. O'Rourke
John O'Rourke, Business Manager - IBEW Local 6 & Trustee of the above-Trusts

Dated: _____

Defendant POLK COMMUNICATIONS, INC.


By: _____, President of Polk Communications, Inc.

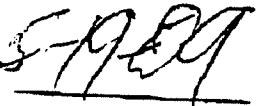
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APPROVED AS TO FORM.

Dated: 5-20-09

NEYHART, ANDERSON, FLYNN & GROSBOLL

By: 
BENJAMIN K. LUNCH
Attorney for Plaintiffs

Dated: 

LAW OFFICE OF MELVIN HODGES

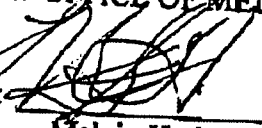
By: 
Melvin Hodges
Attorneys for Defendant

Exhibit B

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS DISTRICT 9
PENSION PLAN; et al.,

Plaintiffs,

v.

POLK COMMUNICATIONS, INC.

Defendant.

CASE NO.: C-09-1440 CRB

**STIPULATION FOR ENTRY OF
JUDGMENT & [Proposed] ORDER
THEREON**

Date:
Time:
Judge: Hon. Charles R. Breyer

1 IT IS HEREBY STIPULATED by and between Plaintiffs INTERNATIONAL
2 BROTHERHOOD OF ELECTRICAL WORKERS DISTRICT 9 PENSION PLAN; NORTHERN
3 CALIFORNIA-NORTHERN NEVADA SOUND & COMMUNICATION DISTRICT No. 9
4 HEALTH & WELFARE TRUST FUND; NORTHERN CALIFORNIA-NORTHERN NEVADA
5 SOUND & COMMUNICATION DISTRICT No. 9 APPRENTICESHIP & TRAINING
6 COMMITTEE; JOHN O'ROURKE, as Trustee of the above (hereinafter collectively referred to as
7 the "Plaintiffs", "Trusts" or "Funds") and the Defendant, POLK COMMUNICATIONS, INC., that
8 judgment in the above-entitled cause be entered in favor of Plaintiffs against Defendant POLK
9 COMMUNICATIONS, INC. in the amount of \$15,523.03.

10
11 IT IS SO STIPULATED.

12 Respectfully Submitted,

13
14 Dated: _____

NEYHART, ANDERSON, FLYNN & GROSBOLL

15
16 By: _____
BENJAMIN K. LUNCH
Attorney for Plaintiffs

17
18 Dated: _____

LAW OFFICE OF MELVIN HODGES

19
20 By: _____
MELVIN HODGES
Attorneys for Defendant

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IT IS HEREBY STIPULATED by and between Plaintiffs INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS DISTRICT 9 PENSION PLAN; NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND & COMMUNICATION DISTRICT No. 9 HEALTH & WELFARE TRUST FUND; NORTHERN CALIFORNIA-NORTHERN NEVADA SOUND & COMMUNICATION DISTRICT No. 9 APPRENTICESHIP & TRAINING COMMITTEE; JOHN O'ROURKE, as Trustee of the above (hereinafter collectively referred to as the "Plaintiffs", "Trusts" or "Funds") and the Defendant, POLK COMMUNICATIONS, INC., that judgment in the above-entitled cause be entered in favor of Plaintiffs against Defendant POLK COMMUNICATIONS, INC. in the amount of \$15,523.03.

IT IS SO STIPULATED.

Respectfully Submitted,

Dated: 5-20-09

NEYHART, ANDERSON, FLYNN & GRSBOLL

By: *Benjamin K. Lunch*
BENJAMIN K. LUNCH
Attorney for Plaintiffs

Dated: 5-19-09

LAW OFFICE OF MELVIN HODGES

By: *Melvin Hodges*
MELVIN HODGES
Attorneys for Defendant

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[PROPOSED] ORDER:

IT IS HEREBY ORDERED that Judgment be entered in the above-entitled cause in favor of Plaintiffs against Defendant POLK COMMUNICATIONS, INC., a California Corporation in the sum of \$15,523.03.

IT IS SO ORDERED.

Dated: _____
U.S. District Court Judge