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 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
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12 BOARD OF TRUSTEES OF THE SHEET METAL)	NO. <u>C 10-2464 EDL</u>
13 WORKERS, et al.,)	
14 Plaintiffs,)	<u>JUDGMENT PURSUANT TO</u>
15 vs.)	<u>STIPULATION</u>
16 PACIFIC HEATING & SHEET METAL, a)	
16 California corporation.,)	
17 Defendant.)	
18 _____)	

19 It appearing that Plaintiffs BOARD OF TRUSTEES OF THE SHEET METAL
 20 WORKERS HEALTH CARE PLAN OF NORTHERN CALIFORNIA, SHEET METAL WORKERS PENSION
 21 TRUST OF NORTHERN CALIFORNIA, SHEET METAL WORKERS LOCAL 104 VACATION,
 22 HOLIDAY SAVINGS PLAN; BRUCE WORD, TRUSTEE, and defendant, PACIFIC HEATING
 23 & SHEET METAL, a California corporation have entered into a stipulation
 24 which provided for judgment against Defendant in the amount of \$89,213.58,

25 IT IS HEREBY ORDERED AND ADJUDGED that plaintiffs BOARD OF
 26 TRUSTEES OF THE SHEET METAL WORKERS HEALTH CARE PLAN OF NORTHERN CALIFORNIA,
 27 SHEET METAL WORKERS PENSION TRUST OF NORTHERN CALIFORNIA, SHEET METAL
 28 WORKERS LOCAL 104 VACATION, HOLIDAY SAVINGS PLAN; BRUCE WORD, TRUSTEE, have

1 and recovered judgment against defendant, PACIFIC HEATING & SHEET METAL, a
2 California corporation, in the amount of \$89,213.58, which is composed of
3 the following:

4 a. Contribution due and unpaid to Plaintiff Trust Funds
5 for an March and April 2010 in the amount of \$73,052.31;

6 b. Liquidated damages due and unpaid to the Plaintiff
7 Trust Funds for the same period in the amount of \$14,610.46;

8 c. Interest due pursuant to contract in the amount of
9 \$900.81;

10 d. Attorneys fees due pursuant to contract in the amount
11 of \$300.00; and

12 e. Costs of suit incurred in this action in the amount of
13 \$350.00.

14 IT IS FURTHER ORDERED AND ADJUDGED and agreed by the parties
15 hereto that an abstract of judgment will be recorded but execution
16 will not issue on the judgment so long as defendant fully complies
17 with the following conditions:

18 1. Defendant shall make payments of all ongoing amounts
19 to become due to the SHEET METAL WORKERS OF NORTHERN CALIFORNIA TRUST
20 FUNDS pursuant to contract between defendant and Local Union 104 of
21 the Sheet Metal Workers' International Association for hours worked
22 by defendant's employees, commencing with payment for May 2010, hours
23 due on or before June 20, 2010 and continuing until the full amount
24 of this judgment is paid. Each of said payments will be made by check
25 payable to SHEET METAL WORKERS TRUST FUNDS and sent to the post office
26 box listed on the report form.

27 2. Defendant shall pay the amount of the contributions
28 under paragraph (a) in the amount of \$73,052.31 in weekly installment

1 payments of \$5,000.00 commencing June 25, 2010. Each subsequent
2 installment shall be in the amount of \$5,000.00, and paid each Friday
3 thereafter until the total due is paid. Said installment payments
4 will be made by check payable to the SHEET METAL WORKERS TRUST FUNDS
5 and sent to the collection attorney, ERSKINE & TULLEY, 220 Montgomery
6 Street, Suite 303, San Francisco, California 94104, Attention:
7 Michael Carroll.

8 3. Once the above amount of \$73,052.31 is paid in full,
9 the Ways & Means Committee for Plaintiff Trust Funds will exercise
10 it's discretion and review defendant's eligibility for a reduction of
11 the liquidated damages, interest, attorneys' fees and costs owed as
12 stated in paragraphs (b), (c), (d), and (e) above. If defendant is
13 not eligible for a complete waiver of the amounts due under paragraphs
14 (b), (c), (d), and (e), defendant shall make payment on the remaining
15 balance of \$16,161.27 in as many additional weekly installments of
16 \$5,000.00 as may be required to pay the full amount of the judgment,
17 or such lesser sum agreed to by Plaintiff Trust Funds.

18 4. Plaintiffs and Defendant each understand and agree that
19 any modification of payments must be made in writing and agreed to by
20 both the Plaintiffs and the Defendant.

21 IT IS FURTHER ORDERED AND ADJUDGED that upon failure of the
22 Defendant to make any of their monthly contribution payments pursuant
23 to the collective bargaining agreement as set forth in paragraph 1
24 above, and the monthly installment payments in a timely manner as
25 required pursuant to the terms of paragraphs 2 and 3 of this
26 stipulation, execution on the entire judgment in the amount of
27 \$89,213.58 reduced by any offsets for payments made, shall issue only
28 after ten (10) days written notice to the Defendant that Plaintiffs

1 or Plaintiffs' attorney declares a default and intends to file a
2 Declaration stating that a default has occurred on the part of the
3 defendant. Defendant waives notice of any hearing held by the court
4 upon the earlier execution of this judgment or Plaintiffs'
5 declaration.

6 Dated: July 21, 2010


Elizabeth D. Laporte

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