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UNITED STATES DISTRICT COURT

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FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 BAY AREA PAINTERS AND TAPERS
 PENSION TRUST FUND, et al.

Case No.: C11-4188 CRB

11 Plaintiffs,

**PLAINTIFFS' CASE MANAGEMENT
 STATEMENT and;
 REQUEST TO CONTINUE CASE
 MANAGEMENT CONFERENCE;
~~PROPOSED~~ ORDER THEREON**

12 v.

13 MGM DRYWALL, INC., a California
 14 Corporation, and MIGUEL GUILLEN
 RAMIREZ *aka* MIGUEL RAMIREZ
 15 GUILLEN, an individual,

Date: January 11, 2013
 Time: 8:30 a.m.
 Ctrm: 8, 19th Floor, San Francisco
 Judge: Honorable Charles R. Breyer

16 Defendants.

17 Plaintiffs herein respectfully submit their Case Management Statement, requesting that the
 18 Case Management Conference, currently on calendar for January 11, 2013, be continued for
 19 approximately 60 days.

20 1. As the Court's records will reflect, this action was filed on August 24, 2011.
 21 Service on Defendants was effectuated on November 17, 2011, and A Proof of Service of
 22 Summons on was filed with the Court on November 21, 2011. Defendants failed to plead or
 23 otherwise respond to the lawsuit, and the Clerk entered default as to both Defendants on December
 24 16, 2011.

25 2. The parties have been in continuous contact to discuss resolution of this matter.
 26 Plaintiffs offered Defendants a payment plan (at their request) for what was due, but ultimately
 27 Defendants elected not to utilize the plan and to pay all contributions, interest, and fees and costs
 28 owed. Defendant asked that liquidated damages be waived.

1 3. Plaintiffs allowed Defendants a conditional waiver of the liquidated damages that
2 remained due, on the condition that Defendants remain current in payment of contributions
3 through May 2013 hours worked. Unfortunately, Defendants immediately became delinquent
4 again, not meeting the waiver requirement. Accordingly, liquidated damages assessed through
5 October 2011 hours worked are due and owing.

6 4. As permitted by the Collective Bargaining and Trust Agreements, Plaintiffs
7 conducted an audit of Defendants' payroll records for the time period December 1, 2010 through
8 the date of inspection, which took place on August 7-8, 2012. The draft report estimating the
9 amount owed as in excess of \$145,000 was sent to Defendants on October 13, 2012 for their
10 review.

11 5. Defendants contested the audit and provided documentation in support of their
12 position. Plaintiffs' auditors reviewed said documentation and made minor adjustments to the
13 audit. On or about December 20, 2012, Plaintiffs' counsel sent the revised audit to Defendants for
14 payment and Defendants again contested it, detailing their objections. Plaintiffs' auditors are
15 currently reviewing said dispute to determine whether further revisions will be made. Defendants
16 shall be notified as to whether revisions will be made to the audit. If revisions are not made,
17 payment will be immediately due. If revisions are made as a result of the dispute, payment in full
18 of the revised amount shall be due within ten (10) days of the revised billing.

19 6. Defendants additionally submitted delinquent contribution reports and payments
20 for the months of July through October 2012, and then timely submitted their contribution report
21 and payment for the month of November 2012. Defendants are now current in payment of
22 contributions as reported due, but additional liquidated damages and interest are due for August
23 through October 2012.

24 7. On or about December 28, 2012, Plaintiffs' counsel received a letter from an
25 attorney who represented that he had recently been retained to represent Defendants, but is hopeful
26 of resolving this matter without further litigation.

27 8. Based on the foregoing, Plaintiffs respectfully request that the Case Management
28 Conference, currently scheduled for January 11, 2013, be continued for 60 days to allow time for

1 the information provided by Defendants to be reviewed, the audit to be finalized, and for the
2 parties to attempt to resolve these matters with newly retained counsel.

3 I declare under penalty of perjury that I am the attorney for the Plaintiffs in the above
4 entitled action, and that the foregoing is true of my own knowledge.

5 Executed this 2nd day of January, at San Francisco, California.

6 SALTZMAN & JOHNSON
7 LAW CORPORATION

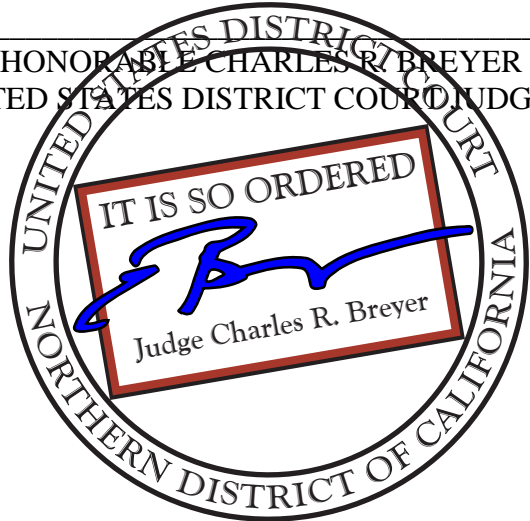
8 By: _____/S/
9 Muriel B. Kaplan
Attorneys for Plaintiffs

10 IT IS SO ORDERED.

11 The currently set Case Management Conference is hereby continued to 3/29/2013 at
12 8:30, and all previously set deadlines and dates related to this case are continued accordingly.

13 Date: January 4, 2013

14 _____
15 THE HONORABLE CHARLES R. BREYER
16 UNITED STATES DISTRICT COURT JUDGE



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