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5 Attorneys for Plaintiff Trustees on Behalf of the
 6 Bay Area Automotive Group Welfare Fund

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 8 **UNITED STATES DISTRICT COURT**
 9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 10 **AT SAN FRANCISCO**

11 TRUSTEES ON BEHALF OF THE BAY
 AREA AUTOMOTIVE GROUP WELFARE
 12 FUND,
 13 Plaintiff,
 14 v.
 15 SUNNYVALE AUTO BODY, INC.,
 16 Defendant.

Case No. CV 12-02899 EDL
**STIPULATION FOR ENTRY OF
 JUDGMENT AND ORDER**

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 18 **PLAINTIFF, TRUSTEES ON BEHALF OF THE BAY AREA AUTOMOTIVE GROUP**
 19 **WELFARE FUND (Plaintiff) and DEFENDANT, SUNNYVALE AUTO BODY, INC. (Defendant)**
 20 **STIPULATE AND AGREE** that the Court may render judgment in favor of Plaintiff and against
 21 Defendant in the amount of \$39,500.00, which includes \$33,715.14 owed pursuant to breach of a
 22 prior settlement agreement and \$5,784.86 in interest.

23 **IT IS FURTHER STIPULATED** and agreed by the parties that execution will not issue on the
 24 Judgment so long as Defendant fully complies with the following conditions:

25 **A.** Plaintiff agrees that although the full judgment amount is due and payable to Plaintiff
 26 as of the date of entry of judgment with the Court, Plaintiff will accept and Defendant will be entitled
 27 to pay off this Judgment in full by making 158 weekly payments of \$250.00, commencing on August
 28 15, 2012 and continuing on a weekly basis through August 19, 2015 until a total of \$39,500.00 is

1 paid. The payments shall be made according to the following payment schedule:

	<u>Due Date</u>	<u>Amount Due</u>
2		
3	1. August 15, 2012	\$250.00
4	2. August 22, 2012	\$250.00
5	3. August 29, 2012	\$250.00
6	4. September 5, 2012	\$250.00
7	5. September 12, 2012	\$250.00
8	6. September 19, 2012	\$250.00
9	7. September 26, 2012	\$250.00
10	8. October 3, 2012	\$250.00
11	9. October 10, 2012	\$250.00
12	10. October 17, 2012	\$250.00
13	11. October 24, 2012	\$250.00
14	12. October 31, 2012	\$250.00
15	13. November 7, 2012	\$250.00
16	14. November 14, 2012	\$250.00
17	15. November 21, 2012	\$250.00
18	16. November 28, 2012	\$250.00
19	17. December 5, 2012	\$250.00
20	18. December 12, 2012	\$250.00
21	19. December 19, 2012	\$250.00
22	20. December 26, 2012	\$250.00
23	21. January 2, 2013	\$250.00
24	22. January 9, 2013	\$250.00
25	23. January 16, 2013	\$250.00
26	24. January 23, 2013	\$250.00
27	25. January 30, 2013	\$250.00
28	26. February 6, 2013	\$250.00

	<u>Due Date</u>	<u>Amount Due</u>
1		
2	27. February 13, 2013	\$250.00
3	28. February 20, 2013	\$250.00
4	29. February 27, 2013	\$250.00
5	30. March 6, 2013	\$250.00
6	31. March 13, 2013	\$250.00
7	32. March 20, 2013	\$250.00
8	33. March 27, 2013	\$250.00
9	34. April 3, 2013	\$250.00
10	35. April 10, 2013	\$250.00
11	36. April 17, 2013	\$250.00
12	37. April 24, 2013	\$250.00
13	38. May 1, 2013	\$250.00
14	39. May 8, 2013	\$250.00
15	40. May 15, 2013	\$250.00
16	41. May 22, 2013	\$250.00
17	42. May 29, 2013	\$250.00
18	43. June 5, 2013	\$250.00
19	44. June 12, 2013	\$250.00
20	45. June 19, 2013	\$250.00
21	46. June 26, 2013	\$250.00
22	47. July 3, 2013	\$250.00
23	48. July 10, 2013	\$250.00
24	49. July 17, 2013	\$250.00
25	50. July 24, 2013	\$250.00
26	51. July 31, 2013	\$250.00
27	52. August 7, 2013	\$250.00
28	53. August 14, 2013	\$250.00

	<u>Due Date</u>	<u>Amount Due</u>
1		
2	54. August 21, 2013	\$250.00
3	55. August 28, 2013	\$250.00
4	56. September 4, 2013	\$250.00
5	57. September 11, 2013	\$250.00
6	58. September 18, 2013	\$250.00
7	59. September 25, 2013	\$250.00
8	60. October 2, 2013	\$250.00
9	61. October 9, 2013	\$250.00
10	62. October 16, 2013	\$250.00
11	63. October 23, 2013	\$250.00
12	64. October 30, 2013	\$250.00
13	65. November 6, 2013	\$250.00
14	66. November 13, 2013	\$250.00
15	67. November 20, 2013	\$250.00
16	68. November 27, 2013	\$250.00
17	69. December 4, 2013	\$250.00
18	70. December 11, 2013	\$250.00
19	71. December 18, 2013	\$250.00
20	72. December 25, 2013	\$250.00
21	73. January 1, 2014	\$250.00
22	74. January 8, 2014	\$250.00
23	75. January 15, 2014	\$250.00
24	76. January 22, 2014	\$250.00
25	77. January 29, 2014	\$250.00
26	78. February 5, 2014	\$250.00
27	79. February 12, 2014	\$250.00
28	80. February 19, 2014	\$250.00

	<u>Due Date</u>	<u>Amount Due</u>
1		
2	81. February 26, 2014	\$250.00
3	82. March 5, 2014	\$250.00
4	83. March 12, 2014	\$250.00
5	84. March 19, 2014	\$250.00
6	85. March 26, 2014	\$250.00
7	86. April 2, 2014	\$250.00
8	87. April 9, 2014	\$250.00
9	88. April 16, 2014	\$250.00
10	89. April 23, 2014	\$250.00
11	90. April 30, 2014	\$250.00
12	91. May 7, 2014	\$250.00
13	92. May 14, 2014	\$250.00
14	93. May 21, 2014	\$250.00
15	94. May 28, 2014	\$250.00
16	95. June 4, 2014	\$250.00
17	96. June 11, 2014	\$250.00
18	97. June 18, 2014	\$250.00
19	98. June 25, 2014	\$250.00
20	99. July 2, 2014	\$250.00
21	100. July 9, 2014	\$250.00
22	101. July 16, 2014	\$250.00
23	102. July 23, 2014	\$250.00
24	103. July 30, 2014	\$250.00
25	104. August 6, 2014	\$250.00
26	105. August 13, 2014	\$250.00
27	106. August 20, 2014	\$250.00
28	107. August 27, 2014	\$250.00

	<u>Due Date</u>	<u>Amount Due</u>
1		
2	108. September 3, 2014	\$250.00
3	109. September 10, 2014	\$250.00
4	110. September 17, 2014	\$250.00
5	111. September 24, 2014	\$250.00
6	112. October 1, 2014	\$250.00
7	113. October 8, 2014	\$250.00
8	114. October 15, 2014	\$250.00
9	115. October 22, 2014	\$250.00
10	116. October 29, 2014	\$250.00
11	117. November 5, 2014	\$250.00
12	118. November 12, 2014	\$250.00
13	119. November 19, 2014	\$250.00
14	120. November 26, 2014	\$250.00
15	121. December 3, 2014	\$250.00
16	122. December 10, 2014	\$250.00
17	123. December 17, 2014	\$250.00
18	124. December 24, 2014	\$250.00
19	125. December 31, 2014	\$250.00
20	126. January 7, 2015	\$250.00
21	127. January 14, 2015	\$250.00
22	128. January 21, 2015	\$250.00
23	129. January 28, 2015	\$250.00
24	130. February 4, 2015	\$250.00
25	131. February 11, 2015	\$250.00
26	132. February 18, 2015	\$250.00
27	133. February 25, 2015	\$250.00
28	134. March 4, 2015	\$250.00

	<u>Due Date</u>	<u>Amount Due</u>
1		
2	135. March 11, 2015	\$250.00
3	136. March 18, 2015	\$250.00
4	137. March 25, 2016	\$250.00
5	138. April 1, 2015	\$250.00
6	139. April 8, 2015	\$250.00
7	140. April 15, 2015	\$250.00
8	141. April 22, 2015	\$250.00
9	142. April 29, 2015	\$250.00
10	143. May 6, 2015	\$250.00
11	144. May 13, 2015	\$250.00
12	145. May 20, 2015	\$250.00
13	146. May 27, 2015	\$250.00
14	147. June 3, 2015	\$250.00
15	148. June 10, 2015	\$250.00
16	149. June 17, 2015	\$250.00
17	150. June 24, 2015	\$250.00
18	151. July 1, 2015	\$250.00
19	152. July 8, 2015	\$250.00
20	153. July 15, 2015	\$250.00
21	154. July 22, 2015	\$250.00
22	155. July 29, 2015	\$250.00
23	156. August 5, 2015	\$250.00
24	157. August 12, 2015	\$250.00
25	158. August 19, 2015	\$250.00

26 B. Each of said payments shall be made by automatic withdrawal from Defendant's bank
 27 account to **Bay Area Automotive Group Welfare Fund**. Until such time as the automatic
 28 withdrawal feature is established, weekly checks, made payable to **Bay Area Automotive Group**

1 **Welfare Fund** shall be sent to Beeson, Tayer & Bodine, 520 Capitol Mall, Suite 300, Sacramento,
2 California, 95814; Attention: Catherine Arostegui.

3 C. All payments shall be timely if they are received no later than the due dates set forth
4 above. Any payments received after the due dates shall incur a ten percent (10%) late fee on that
5 installment payment.

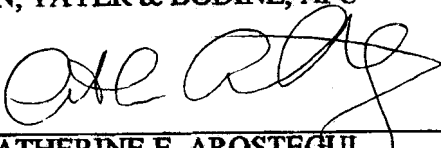
6 D. There shall be no pre-payment penalty if Defendant chooses to pay this obligation in
7 full.

8 E. The parties agree that if, for any reason, any payment under the terms of this
9 Stipulation is not made within ten (10) days of its due date, the entire remaining amount owed under
10 the payment plan shall become due and payable and Plaintiff shall, at its option, be entitled to execute
11 on the entire amount of the Judgment, less any payments already made by Defendant to Plaintiff.

12 F. In the event of default, Plaintiff shall be entitled to recover any and all costs of
13 collection, including any reasonable attorney fees it may incur while seeking to enforce, recover or
14 satisfy this judgment.

15 Dated: August 15, 2012

BEESON, TAYER & BODINE, APC

17 By: 
18 CATHERINE E. AROSTEGUI
19 Attorneys for Trustees on Behalf of the Bay
20 Area Automotive Group Welfare Fund

21 Dated: August 15, 2012

22 By: 
23 ROBERT BROST
24 President, Sunnyvale Auto Body, Inc.

25
26 **IT IS SO ORDERED.**

27 Dated: August 21, 2012

28 By: 
THE HONORABLE ELIZABETH D. LAVOITE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

I declare that I am employed in the County of, State of California. I am over the age of eighteen (18) years and not a party to the within cause. My business address is 520 Capitol Mall, Suite 300, Sacramento, CA 95814-4714. On this day, I served the following document(s):

STIPULATION FOR ENTRY OF JUDGMENT AND ORDER

By Mail to the parties in said action, as addressed below, in accordance with Code of Civil Procedure §1013(a), by placing a true copy thereof enclosed in a sealed envelope in a designated area for outgoing mail, addressed as set forth below. At Beeson, Tayer & Bodine, mail placed in that designated area is given the correct amount of postage and is deposited that same day, in the ordinary course of business in a United States mailbox in the City of Sacramento, California.

By Personal Delivering a true copy thereof, to the parties in said action, as addressed below in accordance with Code of Civil Procedure §1011.


By Overnight Delivery to the parties in said action, as addressed below, in accordance with Code of Civil Procedure §1013(c), by placing a true and correct copy thereof enclosed in a sealed envelope, with delivery fees prepaid or provided for, in a designated outgoing overnight mail. Mail placed in that designated area is picked up that same day, in the ordinary course of business for delivery the following day via United Parcel Service Overnight Delivery.

By Facsimile Transmission to the parties in said action, as addressed below, in accordance with Code of Civil Procedure §1013(e).

By Electronic Service. Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed in item 5. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Robert Brost
Agent for Service of Process for
Sunnyvale Auto Body
505 Almanor Avenue
Sunnyvale, CA 94086

I declare under penalty of perjury that the foregoing is true and correct. Executed in Sacramento, California, on this date, August 15, 2012.



Nona Mounir