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8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

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11	BOARDS OF TRUSTEES OF THE SHEET	)	NO. C 12 2965 MEJ
	METAL WORKERS LOCAL 104, et al.,	)	
12		)	
	Plaintiffs,	)	<u>JUDGMENT PURSUANT TO</u>
13		)	<u>STIPULATION</u>
	vs.	)	
14		)	
	PENINSULA AIR CONDITIONING, etc.,	)	
15		)	
	Defendant.	)	
16	_____	)	

17 It appearing that Plaintiffs BOARDS OF TRUSTEES OF THE SHEET  
 18 METAL WORKERS LOCAL 104 HEALTH CARE TRUST, SHEET METAL WORKERS PENSION  
 19 TRUST OF NORTHERN CALIFORNIA, SHEET METAL WORKERS LOCAL 104 VACATION,  
 20 HOLIDAY SAVINGS PLAN; BRUCE WORD, TRUSTEE, through their attorneys,  
 21 and defendant, PENINSULA AIR CONDITIONING, INC., a California  
 22 corporation, have Stipulated that plaintiffs have and recover judgment  
 23 from Defendant and it appearing that the Stipulation is in all  
 24 respects proper and that the Stipulation provides for judgment against  
 25 defendant in the amount of \$59,882.88,

26 IT IS HEREBY ORDERED AND ADJUDGED that plaintiffs have and  
 27 recover judgment from defendant in the amount of \$59,882.88, which is  
 28 composed of the following:

1 a. Contribution balance due and unpaid to Plaintiff Trust  
2 Funds for February 2012 in the amount of \$43,217.69;

3 b. Liquidated damages due and unpaid to the Plaintiff  
4 Trust Funds for November 2011 and February 2012 in the amount of  
5 \$16,015.19;

6 c. Interest due pursuant to contract on the declining  
7 balance at 10%;

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

10 e. Costs of suit incurred in this action in the amount of  
11 \$350.00.

12 IT IS FURTHER ORDERED AND ADJUDGED that an abstract of  
13 judgment will be recorded but execution will not issue on the judgment  
14 so long as defendant fully complies with the following conditions:

15 1. Defendant shall make payments of all ongoing amounts  
16 to become due to the SHEET METAL WORKERS OF NORTHERN CALIFORNIA TRUST  
17 FUNDS pursuant to contract between defendant and Local Union 104 of  
18 the Sheet Metal Workers' International Association for hours worked  
19 by defendant's employees, commencing with payment for April 2012,  
20 hours due on or before May 20, 2012 and continuing until the full  
21 amount of this judgment is paid. Each of said payments will be made  
22 by check payable to SHEET METAL WORKERS TRUST FUNDS and sent to the  
23 Benesys.

24 2. Defendant shall pay the amount of the contributions and  
25 liquidated damages under paragraphs (a) and (b) in the total amount  
26 of \$59,232.88 in monthly installment payments as follows: The first  
27 installment is due May 25, 2012 in the amount of \$4,936.07. Each  
28 subsequent installment shall be due on the 25th day of each month, in

1 the amount of \$4,936.07 and shall continue until the entire amount of  
2 \$59,232.88 has been paid. Checks shall be made payable to SHEET METAL  
3 WORKERS TRUST FUNDS and sent to the collection attorney, ERSKINE &  
4 TULLEY, 3030 Bridgeway, Suite 231, Sausalito, CA 94965, Attention:  
5 Michael Carroll.

6           3. Once the above amount of \$59,232.88 is paid in full,  
7 the Ways & Means Committee for Plaintiff Trust Funds will exercise  
8 it's discretion and review defendant's eliqibility for a reduction of  
9 the interest, attorneys' fees and costs owed as stated in paragraphs  
10 (c), (d), and (e) above. If defendant is not eligible for a complete  
11 waiver of the amounts due under paragraphs (c), (d), and (e),  
12 defendant shall make payment on the remaining balance of \$650.00 plus  
13 the interest calculated on the declining balance in additional monthly  
14 installments of \$4,936.07 as may be required to pay the full amount  
15 of the judgment, or such lesser sum agreed to by Plaintiff Trust  
16 Funds. The first payment would be due after notification of the Trust  
17 Funds' decision, with payments continuing each month thereafter.

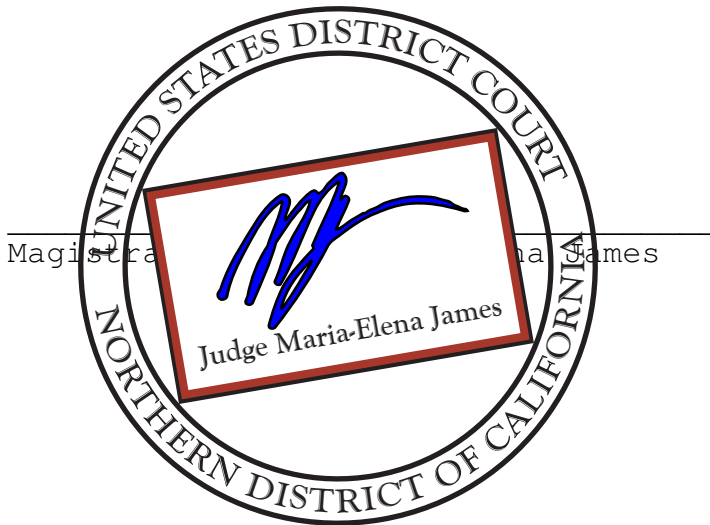
18           4. Plaintiffs and Defendant each understand and agree that  
19 any modification of payments must be made in writing and agreed to by  
20 both the Plaintiffs and the Defendant.

21           IT IS FURTHER ORDERED AND ADJUDGED that upon failure of the  
22 Defendant to make any of it's 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 the  
26 stipulation, execution on the entire judgment reduced by any offsets  
27 for payments made, shall issue only after ten (10) days written notice  
28 to the Defendant that Plaintiffs or Plaintiffs' attorney declares a

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

5 Defendant is not represented by counsel and has been advised  
6 to seek the advice of counsel before signing the Stipulation for  
7 Judgment.

8 Dated: August 1, 2012



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