

1 ERSKINE & TULLEY
 A PROFESSIONAL CORPORATION
 2 MICHAEL J. CARROLL (ST. BAR #50246)
 3030 Bridgeway, Suite 231
 3 Sausalito, CA 94965
 Telephone: (415)729-9006
 4 Facsimile: (415)729-9023

5 Attorneys for Plaintiffs

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8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

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11	BOARD OF TRUSTEES OF THE NORTHERN)	NO. <u>C 12 3848 MEJ</u>
	CALIFORNIA SHEET METAL WORKERS)	
12	HEALTH CARE PLAN, SHEET METAL)	
	WORKERS PENSION TRUST OF NORTHERN)	
13	CALIFORNIA, SHEET METAL WORKERS)	<u>JUDGMENT PURSUANT TO</u>
	LOCAL 162 VACATION, HOLIDAY SAVINGS)	<u>STIPULATION</u>
14	PLAN; DENNIS CANEVARI, TRUSTEE,)	
)	
15	Plaintiffs,)	
)	
16	vs.)	
)	
17	LIBERTY DUCT, LLC, a Nevada Limited)	
	Liability Company,)	
18)	
	Defendant.)	
19)	

20 It appearing that Plaintiffs BOARD OF TRUSTEES OF THE
 21 NORTHERN CALIFORNIA SHEET METAL WORKERS HEALTH CARE PLAN, SHEET METAL
 22 WORKERS PENSION TRUST OF NORTHERN CALIFORNIA, SHEET METAL WORKERS
 23 LOCAL 162 VACATION, HOLIDAY SAVINGS PLAN; DENNIS CANEVARI, TRUSTEE,
 24 through their attorneys, and defendant, LIBERTY DUCT, LLC, a Nevada
 25 Limited Liability Company, have Stipulated that plaintiffs have and
 26 recover judgment from Defendant and it appearing that the Stipulation
 27 is in all respects proper and that the Stipulation provides for
 28 judgment against defendant in the amount of \$63,883.16,

1 IT IS HEREBY ORDERED AND ADJUDGED that plaintiffs have and
2 recover judgment from defendant in the amount of \$63,883.16, which is
3 composed of the following:

4 a. Contributions due and unpaid to Plaintiff Trust Funds
5 for the months of March and April 2012 in the amount of \$52,944.30;

6 b. Liquidated damages due and unpaid to the Plaintiff
7 Trust Funds for the same period in the amount of \$10,588.86;

8 c. Interest due pursuant to contract in an amount to be
9 computed at the end of the payment plan set forth below; and

10 d. 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 162 of
18 the Sheet Metal Workers' International Association for hours worked
19 by defendant's employees, commencing with payment for May 2012 to be
20 paid by June 30, 2012. All future payments for hours worked shall be
21 paid by the due date of the 20th of the month following the month the
22 hours were worked and will continue until the full amount of this
23 judgment is paid. Each of said payments will be made by check payable
24 to SHEET METAL WORKERS TRUST FUNDS and sent to the post office box on
25 the report form.

26 2. Defendant shall pay the amount of the contributions and
27 liquidated damages in the amount of \$63,533.16 in monthly installments
28 of \$10,588.86 commencing on July 25, 2012 and continuing for the five

1 months thereafter until the entire contribution and liquidated damages
2 amount has been paid. Said installment payments will be made by check
3 payable to the SHEET METAL WORKERS TRUST FUNDS and sent to the
4 collection attorney, ERSKINE & TULLEY, 3030 Bridgeway, Suite 231,
5 Sausalito, CA 94965, Attention: Michael Carroll.

6 3. Once the above amount of \$63,533.16 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 and costs owed as stated in paragraphs (c) and (d) above.
10 If defendant is not eligible for a complete waiver of the amounts due
11 under paragraphs (c) and (d), defendant shall make payment on the
12 remaining balance or such lesser sum agreed to by Plaintiff Trust
13 Funds. The payment would be due after notification of the Trust
14 Funds' decision, with payments continuing each month thereafter.

15 4. Plaintiffs and Defendant each understand and agree that
16 any modification of payments must be made in writing and agreed to by
17 both the Plaintiffs and the Defendant.

18 IT IS FURTHER ORDERED AND ADJUDGED that upon failure of the
19 Defendant to make any of their monthly contribution payments pursuant
20 to the collective bargaining agreement as set forth in paragraph 1
21 above, and the monthly installment payments in a timely manner as
22 required pursuant to the terms of paragraphs 2 and 3 of the
23 stipulation, execution on the entire judgment in the amount of
24 \$63,883.16 reduced by any offsets for payments made, shall issue only
25 after ten (10) days written notice to the Defendant and Defendant's
26 counsel that Plaintiffs or Plaintiffs' attorney declares a default and
27 intends to file a Declaration stating that a default has occurred on
28 the part of the defendant. Defendant waives notice of any hearing

1 held by the court upon the earlier execution of this judgment or
2 **Plaintiffs' declaration.**

3 Dated: August 8, 2012



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5 Magistrate Judge Maria-Elena James
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