

1 BARRY E. HINKLE, Bar No. 071223
PATRICIA A. DAVIS, Bar No. 179074
2 CONCEPCIÓN E. LOZANO-BATISTA, Bar No. 227227
EZEKIEL D. CARDER, Bar No. 206537
3 WEINBERG, ROGER & ROSENFELD
A Professional Corporation
4 1001 Marina Village Parkway, Suite 200
Alameda, California 94501-1091
5 Telephone 510.337.1001
Fax 510.337.1023

6 Attorneys for Plaintiffs
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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 THE BOARD OF TRUSTEES, in their) No. C 14-01541 JD
12 capacities as Trustees of the LABORERS)
HEALTH AND WELFARE TRUST FUND)
13 FOR NORTHERN CALIFORNIA;) **STIPULATION FOR ENTRY OF**
LABORERS VACATION-HOLIDAY TRUST) **JUDGMENT; ORDER AND**
14 FUND FOR NORTHERN CALIFORNIA;) **JUDGMENT**
LABORERS PENSION TRUST FUND FOR)
15 NORTHERN CALIFORNIA; LABORERS)
ANNUITY TRUST FUND FOR NORTHERN)
16 CALIFORNIA and LABORERS TRAINING)
AND RETRAINING TRUST FUND FOR)
17 NORTHERN CALIFORNIA,)
) **Honorable James Donato**
18 Plaintiffs,)
)
19 v.)
)
20 LONE STAR LANDSCAPE, INC., a California)
Corporation,)
21)
Defendant.)
22)

23 The parties hereto hereby stipulate and agree as follows:

24 1. Plaintiffs, The Board of Trustees, in their capacities as Trustees of the Laborers Health
25 and Welfare Trust Fund for Northern California; Laborers Vacation-Holiday Trust Fund for
26 Northern California; Laborers Pension Trust Fund for Northern California; and Laborers Training
27 and Retraining Trust Fund for Northern California (hereinafter “Trust Funds” or “Plaintiffs”), have

1 brought the above-captioned action against Defendant Lone Star Landscape, Inc. (hereinafter
2 referred to as “Defendant”). Plaintiffs sought payment of unpaid fringe benefit contributions,
3 liquidated damages, and interest. Plaintiffs are also seeking all attorneys’ fees, costs, and other
4 reasonable expenses incurred in connection with this action. The parties are desirous of settling
5 this action and as such, the parties hereby stipulate and agree to settle this action under the
6 following terms:

7 2. Defendant agrees to have judgment entered against it as follows:

8 a. Judgment shall be entered against Defendant and in favor of Plaintiffs in the amount
9 of \$377,260.27, comprised of:

- 10 • Delinquent contributions and liquidated damages and interest of
11 \$288,119.99 in unpaid contributions;
- 12 • \$44,432.26 liquidated damages and interest on contributions paid, but paid
13 late,
- 14 • \$40,708.02 liquidated damages and interest on contributions reported, but
15 not paid;
- 16 • \$4,000 in attorneys’ fees; and costs.

17 b. Plaintiffs are entitled pursue to all legal remedies to collect this judgment, including,
18 but not limited to, the filing of liens against any litigation in which Defendant is a
19 party. Interest of 10% per annum will accrue on the outstanding amounts owed
20 under the settlement agreement from the date of entry of the stipulated judgment.
21

22 3. The parties further acknowledge that by entering into this stipulation, the Trust Funds in
23 no way waive their right to conduct an audit for the period of time covered by this action or to seek
24 payment of any additional amounts from Defendant if it is discovered that additional unpaid
25 contributions, which are unknown to Plaintiffs at the time of entering into this stipulation, are due
26 and owing.

27 4. Nothing in this Stipulation will alter Defendant’s ongoing obligations under the

1 collective bargaining agreement, including Defendant's obligations to submit all fringe benefit
2 contributions to the Trust Funds in a timely manner.

3 5. If Plaintiffs consult legal counsel with respect to the enforcement of this Judgment,
4 there shall be added to Defendant's obligation under a modification to this Stipulation for Entry of
5 Judgment reasonable attorneys' fees, court costs and all other reasonable expenses incurred by
6 Plaintiffs in connection with such suit or claim, including any and all appellate proceedings therein.
7 The parties stipulate to this Court's continuing jurisdiction, and agree that Plaintiffs may seek
8 enforcement of this Stipulation in this Court or in any court of competent jurisdiction under
9 Section 664.6 of the California Code of Civil Procedure and related provisions of federal law.

10 6. Defendant further stipulates and agrees that if Lone Star Landscape, Inc. is sold, this
11 Agreement shall be binding on its successors, heirs, and assigns regardless of whether it changes
12 the name or style or address of the business.

13 7. The provisions set forth in this Stipulation for Entry of Judgment are not in violation of
14 any state or federal law. However, if any portion of said stipulation is found to be in violation of
15 any state or federal law, the other portions of this stipulation shall remain in full force and effect.

16 8. Plaintiffs and Defendant acknowledge that they have had the opportunity to be
17 represented by independent legal counsel of their own choice throughout all of the negotiations that
18 preceded the execution of this Stipulation for Entry of Judgment. Plaintiffs and Defendant further
19 acknowledge that they have had adequate opportunity to perform whatever investigation or inquiry
20 they may deem necessary in connection with the subject matter of this Stipulation for Entry of
21 Judgment prior to its execution, and agree with the delivery and acceptance of the considerations
22 specified in this Stipulation for Entry of Judgment.

23 9. This Stipulation may be executed in counterpart.

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1 10. The parties hereto mutually state that they have read the foregoing Stipulation for Entry
2 of Judgment and are fully aware of its contents and legal facts. This stipulation for entry of
3 Judgment constitutes the entire agreement of the parties and is entered into on the dates below
4 indicated.

5
6 Dated: July __ 2014

LONE STAR LANDSCAPE, INC., a California
Corporation

By: _____

7
8
9
10 Dated: July __ 2014

LABORERS TRUST FUNDS

By: _____

MICHELLE LAUZIÈRE
Accounts Receivable Manager for Plaintiffs

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12
13
14 **ORDER AND JUDGMENT**

15 It is so ordered that Judgment is entered against Defendant Lone Star Landscape, Inc., a
16 California Corporation, as set forth in the Stipulation for Entry of Judgment. The Court will retain
17 jurisdiction over this case until July 1, 2016.

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21 Dated: July 28, 2014



HONORABLE JAMES DONATO
UNITED STATES DISTRICT JUDGE

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