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Defendant in Pro Se

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

PENSION PLAN FOR PENSION TRUST
FUND FOR OPERATING ENGINEERS, et al.,

Plaintiffs,

vs.

WEST VALLEY SAND & GRAVEL, INC.,
et al.,

Defendants.

Case No.: CV 14-04832 MEJ

**JUDGMENT AGAINST DEFENDANT
WEST VALLEY SAND & GRAVEL,
INC. PURSUANT TO STIPULATION**

IT IS HEREBY STIPULATED and AGREED by and between the parties hereto, that Judgment shall be entered in favor of Plaintiffs Pension Plan for Pension Trust Fund for Operating Engineers, et al. (collectively “Plaintiffs” or “Plan”) and against Defendant West Valley Sand & Gravel, Inc. (“West Valley”) as set forth herein.

1. This action arises under the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended by the Multiemployer Pension Plan Amendments Act of 1980 (29 U.S.C

1 §§1001-1461 (1982)).

2 2. Defendant West Valley was a participating employer in the Plan. On or about
3 April 1, 2010, Defendant West Valley made a complete withdrawal from the Plan under ERISA
4 §4203(a) (29 U.S.C. §1383(a)) which thereby made it subject to withdrawal liability. By letter
5 dated March 7, 2014, the Plan assessed withdrawal liability of \$482,694 against West Valley. On
6 May 14, 2014, the Plan accelerated the withdrawal liability pursuant to ERISA §4219(c)(5) (29
7 U.S.C. §1399(c)(5)) and Section XII of the Plan's Withdrawal Liability Assessment Procedures.

8 3. Since Defendant West Valley failed to make any payments Plaintiffs filed this
9 action on October 30, 2014.

10 4. To date, West Valley has failed to make any withdrawal liability payments to the
11 Plan.

12 5. Defendant West Valley hereby stipulates and agrees to a judgment against it for the
13 assessed withdrawal liability of \$482,694 ("Judgment Amount").

14 6. Subject to the terms and conditions of the Settlement Agreement entered into
15 between the Plan and Defendant West Valley:

16 (a) Defendant West Valley shall be liable for all accrued interest, attorneys' fees and
17 costs incurred by the Plan connection this Judgment Amount is paid in full.

18 (b) Plaintiffs may record abstracts of judgment, liens, levies, and/or pursue other
19 remedies against Defendant West Valley to recover the Judgment Amount.

20 7. Defendant West Valley and any controlled group member under ERISA §4001(b)
21 or successor shall be bound by the terms of this Judgment until it is satisfied in full.

22 8. Kelly Lloyd is the President and 100% shareholder of Defendant West Valley
23 during all relevant time period and represents and warrants that he is authorized to enter into this
24 Stipulation.

25 9. Any notices to the parties hereto shall be delivered to:
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1 Pension Plan for the Pension Trust Fund
2 for Operating Engineers
3 c/o Shaamini A. Babu,
4 Saltzman & Johnson,
5 44 Montgomery Street, Suite 2110,
6 San Francisco, California, 94104

West Valley Sand & Gravel, Inc.
c/o Kelly Lloyd
1980 Casperville Road
Heber City, UT 84032

7 10. Any failure on the part of the Plaintiffs to take any action against Defendant West
8 Valley as provided herein in the event of any breach of the provisions of this Stipulation shall not
9 be deemed a waiver of any subsequent breach by Defendant West Valley of any provisions herein.

10 11. Should any provision of this Stipulation be declared or determined by any court of
11 competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and
12 enforceability of the remaining parts, terms or provisions shall not be affected thereby and said
13 illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this
14 Stipulation.

15 12. This Stipulation contains all of the terms agreed by the parties and no other
16 agreements have been made. Any changes to this Stipulation shall be effective only if made in
17 writing and signed by all parties hereto.

18 13. This Stipulation may be executed in any number of counterparts and by facsimile,
19 each of which shall be deemed an original and all of which shall constitute the same instrument.


20 14. Defendant West Valley represents and warrants that it has had the opportunity to be
21 or has been represented by counsel of its own choosing in connection with entering this
22 Stipulation under the terms and conditions set forth herein, that it has read this Stipulation with
23 care, and is fully aware of and represents that it enters into this Stipulation voluntarily and without
24 duress.

25 15. The parties agree that the Court shall retain jurisdiction of this matter until this
26 Judgment is satisfied in full.
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Dated: _____, 2015

DEFENDANT WEST VALLEY SAND &
GRAVEL, INC.



Kelly Lloyd, President


Dated: _____, 2015

PLAINTIFFS PENSION PLAN FOR
PENSION TRUST FUND FOR OPERATING
ENGINEERS, et al.

Russell E. Burns, Trustee

Dated: 2-4, 2015

PLAINTIFFS PENSION PLAN FOR
PENSION TRUST FUND FOR OPERATING
ENGINEERS, et al.



Richard Piombo, Trustee

Dated: _____, 2015

PLAINTIFFS PENSION PLAN FOR
PENSION TRUST FUND FOR OPERATING
ENGINEERS, et al.

Shaamini A. Babu
Saltzman & Johnson Law Corporation
Attorneys for Plaintiffs

IT IS SO ORDERED.

Dated: _____, 2015

THE HONORABLE MARIA-ELLEN JAMES
U.S. MAGISTRATE JUDGE

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Dated: 2/4, 2015

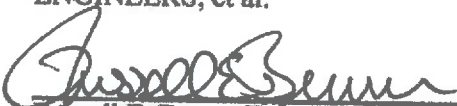
DEFENDANT WEST VALLEY SAND &
GRAVEL, INC.

 Pres.

Kelly Lloyd, President

Dated: 2/6, 2015

PLAINTIFFS PENSION PLAN FOR
PENSION TRUST FUND FOR OPERATING
ENGINEERS, et al.



Russell E. Burns, Trustee


Dated: . 2015

PLAINTIFFS PENSION PLAN FOR
PENSION TRUST FUND FOR OPERATING
ENGINEERS, et al.

Richard Piombo, Trustee

Dated: 2/6, 2015

PLAINTIFFS PENSION PLAN FOR
PENSION TRUST FUND FOR OPERATING
ENGINEERS, et al.



Shaamini A. Babu
Saltzman & Johnson Law Corporation
Attorneys for Plaintiffs

IT IS SO ORDERED.

Dated: February 9, 2015



THE HONORABLE MARIA-ELLEN JAMES
U.S. MAGISTRATE JUDGE