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10 Attorneys for Plaintiffs
11 PRINTING SPECIALTIES AND PAPER PRODUCTS JOINT EMPLOYER AND
12 UNION HEALTH AND WELFARE FUND AND BOARD OF TRUSTEES
13 OF THE PRINTING SPECIALTIES, et al.

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26 Attorneys for Defendant
27 SERVICE PRESS, INC.

28 UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PRINTING SPECIALTIES AND PAPER
PRODUCTS JOINT EMPLOYER AND
UNION HEALTH AND WELFARE
FUND AND BOARD OF TRUSTEES
OF THE PRINTING SPECIALTIES
AND PAPER PRODUCTS JOINT
EMPLOYER AND UNION HEALTH
AND WELFARE FUND,

Plaintiffs,

vs.

SERVICE PRESS, INC., a California
corporation,
Defendant.

CASE NO. 3:16-cv-07002-MEJ
NOTICE OF CONDITIONAL
SETTLEMENT

Complaint Filed: December 7, 2016

NOTICE OF CONDITIONAL SETTLEMENT

1 **TO THE COURT:**

2 In accordance with the Court rules requiring that the parties to expeditiously notify
3 the court when a case has been settled in accordance to the following terms:

- 4 1. Defendant has agreed to settle this matter in accordance with a payment plan set
5 forth specifically in a Settlement Agreement between the parties.
- 6 2. Said Agreement provides for equal payments by Defendant for a period of five (5)
7 years commencing on June 15, 2017 and terminating on or before June 15, 2022 in
8 a amount agreed to by the parties and less than the amount alleged by Plaintiffs in
9 the Complaint.
- 10 3. Said Agreement also provides that in the event that a payment does not clear the
11 bank or is not made, this Agreement is in default; but that Defendant shall have
12 five (5) days from the date of notice by Plaintiffs to cure said default.
- 13 4. In the absence of said cure, Plaintiffs shall have the right to declare the entire
14 amount of the sum alleged in the Complaint immediately due and payable and shall
15 immediately file a form of Judgment attached hereto as Exhibit "A" for that entire
16 amount. Additional prejudgment interest accruing from November 29, 2016 at the
17 rate of 4% shall also accrue.
- 18 5. In the event that the Judgment is filed, Defendant waives any Notice of Entry of
19 Judgment and Request for Writ of Execution.
- 20 6. The parties and their respective counsel respectfully request that the Court retain
21 jurisdiction over this case until either Judgment is entered or it has been notified by
22 a Satisfaction of Judgment that all of the terms of the Settlement Agreement have
23 been met.

24
25 DATED: 2-17-17

Defendant SERVICE PRESS, INC.

26
27 By: 
28 Keith Thompson, President
SERVICE PRESS, INC.

1 DATED: 2/17/17

FARBSTEIN & BLACKMAN

2
3 By: *H. Ann Liroff*
4 H. Ann Liroff
5 Attorneys for Defendant
6 SERVICE PRESS, INC.

6 DATED: 2/11/17

7 Plaintiffs PRINTING SPECIALTIES
8 AND PAPER PRODUCTS JOINT
9 EMPLOYER AND UNION HEALTH
10 AND WELFARE FUND AND BOARD
11 OF TRUSTEES OF THE PRINTING
12 SPECIALTIES, et al.

11 By: *[Signature]*
12 Stephen E. Northup, Chairman

13 By: *Gayle Sparapani*
14 Gayle Sparapani, Secretary

16 DATED: 2/16/17

CORNWELL & BALDWIN

18 By: *Kerry K. Fennelly*
19 Kerry K. Fennelly
20 Attorneys for Plaintiffs

22 IT IS SO ORDERED.

23 IT IS FURTHER ORDERED that the calendar in this matter be vacated and
24 that the Court retain jurisdiction over this matter until such time as Judgment is entered
25 or a Notice of Satisfaction is filed with the Court.

27 DATED: February 21, 2017

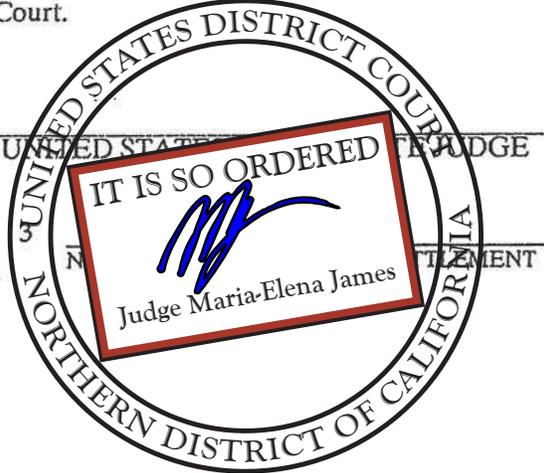


EXHIBIT "A"

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11 PRINTING SPECIALTIES AND PAPER PRODUCTS JOINT EMPLOYER AND
12 UNION HEALTH AND WELFARE FUND AND BOARD OF TRUSTEES
13 OF THE PRINTING SPECIALTIES AND PAPER PRODUCTS JOINT EMPLOYER
14 AND UNION HEALTH AND WELFARE FUND

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PRINTING SPECIALTIES AND PAPER
PRODUCTS JOINT EMPLOYER AND
UNION HEALTH AND WELFARE
FUND AND BOARD OF TRUSTEES
OF THE PRINTING SPECIALTIES
AND PAPER PRODUCTS JOINT
EMPLOYER AND UNION HEALTH
AND WELFARE FUND,

Plaintiffs,

vs.

SERVICE PRESS, INC., a California
corporation,

Defendant.

CASE NO. 3:16-cv-07002-MEJ

JUDGMENT

Complaint Filed: December 7, 2016

JUDGMENT

1 The parties hereby stipulate that Judgment may be entered by Plaintiffs PRINTING
2 SPECIALTIES AND PAPER PRODUCTS JOINT EMPLOYER AND UNION HEALTH
3 AND WELFARE FUND AND BOARD OF TRUSTEES OF THE PRINTING
4 SPECIALTIES AND PAPER PRODUCTS JOINT EMPLOYER AND UNION HEALTH
5 AND WELFARE FUND against Defendant SERVICE PRESS, INC. for default of its
6 Settlement Agreement with Plaintiffs in the amount of \$163,916.89, plus pre-judgment interest
7 at the rate of 4% per annum from the date of November 29, 2016 until paid.
8
9

10 DATED: _____
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12 FARBSTEIN & BLACKMAN

13 By: _____
14 H. Ann Liroff
15 Attorneys for Defendant
16 SERVICE PRESS, INC.

17 DATED: _____
18
19 CORNWELL & BALDWIN

20 By: _____
21 Kerry K. Fennelly
22 Attorneys for Plaintiffs
23 PRINTING SPECIALTIES AND
24 PAPER PRODUCTS JOINT
25 EMPLOYER AND UNION HEALTH
26 AND WELFARE FUND AND BOARD
27 OF TRUSTEES OF THE PRINTING
28 SPECIALTIES AND PAPER
PRODUCTS JOINT EMPLOYER AND
UNION HEALTH AND WELFARE
FUND

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment be entered in the
2 above-entitled action against Defendant SERVICE PRESS, INC. in favor of Plaintiffs
3 PRINTING SPECIALTIES AND PAPER PRODUCTS JOINT EMPLOYER AND UNION
4 HEALTH AND WELFARE FUND AND BOARD OF TRUSTEES OF THE PRINTING
5 SPECIALTIES AND PAPER PRODUCTS JOINT EMPLOYER AND UNION HEALTH
6 AND WELFARE FUND in the amount of \$163,916.89, plus pre-judgment interest at the rate
7 of 4% per annum from the date of November 29, 2016 until paid.

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10 DATED: _____

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UNITED STATES MAGISTRATE JUDGE

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JUDGMENT