

1 BLYTHE MICKELSON, Bar No. 095506 -  
LINDA BALDWIN JONES, Bar No. 178922  
2 KRISTINA M. ZINNEN, Bar No. 245346  
WEINBERG, ROGER & ROSENFELD  
3 A Professional Corporation  
1001 Marina Village Parkway, Suite 200  
4 Alameda, California 94501-1091  
Telephone 510.337.1001  
5 Fax 510.337.1023

6 Attorneys for Plaintiffs

7  
8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10

11 THE BOARD OF TRUSTEES OF THE )  
CARPENTER PENSION TRUST FUND FOR )  
12 NORTHERN CALIFORNIA, )  
13 Plaintiffs, )

14 v. )

15 CLASSICAL STAIRWAYS, INC., a California )  
Corporation, )  
16 Defendant. )  
17  
18  
19

No. CV-09-0635 SBA

) STIPULATION FOR ENTRY OF  
JUDGMENT; [PROPOSED]  
JUDGMENT

20 IT IS HEREBY STIPULATED and agreed by and between Plaintiffs BOARD OF  
21 TRUSTEES of the CARPENTERS PENSION TRUST FUND FOR NORTHERN CALIFORNIA  
22 (hereinafter "Plaintiffs") and Defendant CLASSICAL STAIRWAYS, INC. (hereinafter  
23 "Defendant") as follows:

24 1. Plaintiffs have brought the above-captioned action against Defendant seeking the  
25 payment of delinquent withdrawal liability of \$8,824.00 pursuant to Sections 502, 4221(b), and  
26 4301 of the Employee Retirement Income Security Act of 1974, as amended by the Multiemployer  
27 Pension Plan Amendments Act of 1980 (hereinafter "ERISA") (29 U.S.C. §§1132, 1401(b), 1451)

28  
STIPULATION FOR ENTRY OF JUDGMENT; [PROPOSED] JUDGMENT  
Case No. C 09-0635 SBA

WEINBERG, ROGER &  
ROSENFELD  
A Professional Corporation  
1001 Marina Village Parkway  
Suite 200  
Alameda, CA 94501-1091  
510.337.1001

1 and Section 301 of the Labor Management Relations Act (hereinafter "LMRA") (29 U.S.C. §185.)  
2 Plaintiffs also sought liquidated damages and interest the delinquent withdrawal liability, as well as  
3 all attorneys' fees and costs incurred in connection with this action.

4 2. The Parties are desirous to settle this action and hereby stipulate and agree to settle  
5 this action under the terms set forth below. This Stipulation for Entry of Judgment memorializes  
6 the terms agreed to by the Parties; to the extent that it differs from or varies from any previous  
7 writing between the Parties relating to the matters resolved herein, this Stipulation for Entry of  
8 Judgment shall supersede and replace such other communications and/or agreements.

9 3. Defendant Classical Stairways, Inc. agrees to have a Judgment entered against it as  
10 follows: Defendant Classical Stairways, Inc. agrees to pay the total sum of \$17,849.00, consisting  
11 of \$8,824.00 in unpaid principal withdrawal liability, \$3,948.00 in interest, \$882.00 in liquidated  
12 damages, \$3,575.00 in attorneys' fees, and \$620.00 in costs.

13 4. As part of this stipulated settlement, Defendant Classical Stairways, Inc. shall pay  
14 Plaintiffs the amount of \$16,967.00, which represents the total sum set forth in Paragraph 3 above,  
15 less \$882.00 in liquidated damages, as follows: Defendant shall pay the stipulated settlement  
16 amount of \$16,967.00 in eighteen (18) monthly installments of \$942.61, due no later than the 25th  
17 of each month, commencing on ~~November~~ <sup>JANUARY</sup> 25, 2009 and ending on ~~April~~ <sup>JUNE</sup> 25, 2011. Each  
18 installment shall be made by check and paid directly to the Trust Fund at the following address:  
19 Carpenters Funds Administrative Office of Northern California, Inc., 265 Hegenberger Road, Suite  
20 100, Oakland, CA 94621. If Defendant fails to make an installment payment by the due date,  
21 Plaintiffs will provide notice to Defendant. Defendant will be given ten (10) days to cure any  
22 missed installment payment before Plaintiffs may exercise their right to execute upon the entire  
23 Judgment as set forth in Paragraph 5 below. Plaintiffs and Defendant each understand and agree  
24 that any modification of payments must be made in writing and agreed to by both the Plaintiffs and  
25 the Defendant. Upon Defendant's full and timely payment of \$16,967.00 as set forth in this  
26 paragraph, Plaintiff Trust Funds agree to waive the liquidated damages owed and to promptly file a  
27 Satisfaction of Judgment with the Court.

28

WEINBERG, ROGER &  
ROSENFELD  
A Professional Corporation  
1401 Marina Village Parkway  
Suite 300  
Alhambra, CA 91801-1099  
916.277.1140

STIPULATION FOR ENTRY OF JUDGMENT; [PROPOSED] JUDGMENT  
Case No. C 09-0635 SBA

1           5.       It is further stipulated and agreed by the parties hereto that if Defendant Classical  
2 Stairways, Inc. fails to make any of the scheduled payments listed above in Paragraph 4, Plaintiffs  
3 may execute upon the entire Judgment in the full amount of \$17,849.00 as described in Paragraph  
4 3, minus the amount of any payments actually received, together with additional interest that shall  
5 have accrued thereon. In such an event, there shall be added to Defendant Classical Stairways,  
6 Inc.'s obligation under a modification to this Stipulation for Entry of Judgment, reasonable  
7 attorneys' fees, court costs, and other reasonable expenses incurred by Plaintiffs in connection with  
8 such suit or claim, including any and all appellate proceedings therein.

9           6.       It is further stipulated and agreed by the parties hereto that upon Defendant  
10 Classical Stairways, Inc. making of all payments required by this Stipulation for Entry of Judgment  
11 as described in Paragraph 4 above on the dates specified above, or sooner, and upon the funds  
12 having been deposited and cleared the bank upon which they were drawn, and if Defendant does  
13 not default on any other material condition contained herein, the Judgment shall be deemed paid in  
14 full.

15           7.       It is further stipulated and agreed by the parties hereto that upon Defendant  
16 Classical Stairways, Inc. making of the first payment required by this Stipulation for Entry of  
17 Judgment as described in Paragraph 4 above on the date specified above, or sooner, and upon the  
18 funds having been deposited and cleared the bank upon which they were drawn, Plaintiffs shall  
19 immediately thereafter cause their counsel to execute and file a dismissal with the Court. It is  
20 further stipulated and agreed by the parties that the Court shall retain jurisdiction over the parties  
21 until the conditions of Paragraph 6 are met.

22           8.       It is further stipulated and agreed that if Classical Stairways, Inc. is sold or closed,  
23 this Stipulation for Entry of Judgment shall be binding on its successors, heirs, and assigns  
24 regardless of whether it changes the name or style or address of the business.

25           9.       The provisions set forth in this Stipulation for Entry of Judgment are not in violation  
26 of any state or federal law. However, if any portion of this Stipulation for Entry of Judgment is  
27 found to be in violation of any state or federal law, Defendant Classical Stairways, Inc. agrees to

1 continue to pay the indebtedness outlined herein in Paragraph 4.

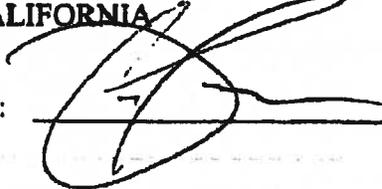
2 10. The Parties acknowledge they have each had the opportunity to be represented by  
3 independent legal counsel of their own choice throughout all of the negotiations that preceded the  
4 execution of this Stipulation for Entry of Judgment. Plaintiffs and Defendant further acknowledge  
5 that they have had adequate opportunity to perform whatever investigation or inquiry each deemed  
6 necessary in connection with the subject matter of this Stipulation for Entry of Judgment prior to  
7 its execution, and agree with the delivery and acceptance of the considerations specified in this  
8 Stipulation for Entry of Judgment.

9 11. The Stipulation for Entry of Judgment may be executed in counterparts, which  
10 taken together, shall constitute one Stipulation for Entry of Judgment and be binding upon and  
11 effective as to all Parties hereto.

12 12. The Parties hereto mutually state that they have read the foregoing Stipulation for  
13 Entry of Judgment and are fully aware of its contents and legal facts. This Stipulation for Entry of  
14 Judgment constitutes the entire agreement of the parties and is entered into on the dates below as  
15 indicated.

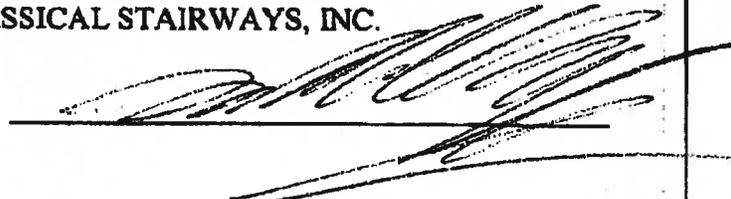
16 Dated: November 17, 2009

17 THE BOARD OF TRUSTEES OF THE CARPENTERS  
18 PENSION TRUST FUND FOR NORTHERN  
19 CALIFORNIA

20 By: 

21 Dated: November 17, 2009

22 CLASSICAL STAIRWAYS, INC.

23 By: 

24 ///

25 ///

26 ///

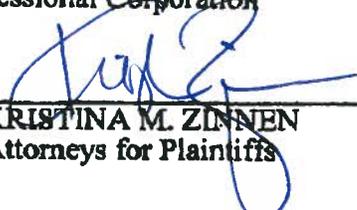
27 ///

28

1 Approved as to Form and Content:

2 Dated: November 17, 2009

WEINBERG, ROGER & ROSENFELD  
A Professional Corporation

By: 

KRISTINA M. ZINNEN  
Attorneys for Plaintiffs

**[PROPOSED] ORDER**

It is so ordered that Judgment is entered against Defendant Classical Stairways, Inc., A California Corporation, as set forth in the Stipulation For Entry of Judgment.

Dated: 12/17/09

  
The Honorable Sandra B. Armstrong,  
United States District Court Judge

