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6 Attorneys for Plaintiff

7  
 8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

10 THE BOARD OF TRUSTEES, in their ) No. CV-09-3565 SBA  
 11 capacities as Trustees of the LABORERS )  
 HEALTH AND WELFARE TRUST FUND )  
 12 FOR NORTHERN CALIFORNIA; )  
 LABORERS VACATION-HOLIDAY TRUST ) **THIRD AMENDED DEFAULT**  
 13 FUND FOR NORTHERN CALIFORNIA; ) **JUDGMENT**  
 LABORERS PENSION TRUST FUND FOR )  
 14 NORTHERN CALIFORNIA; and LABORERS )  
 TRAINING AND RETRAINING TRUST ) Date: April 13, 2010  
 15 FUND FOR NORTHERN CALIFORNIA, ) Time: 1:00 p.m.  
 ) Courtroom: 1, 4th Floor  
 16 Plaintiffs, )  
 ) **Honorable Sandra Brown Armstrong**  
 17 v. )  
 )  
 18 SUSAN GAIL BRENNAN, individually; )  
 SUSAN GAIL BRENNAN, individually and )  
 19 doing business as RAMCO CONCRETE )  
 CUTTING; STEPHEN LAWRENCE )  
 20 BRENNAN, individually; STEPHEN )  
 LAWRENCE BRENNAN, individually and )  
 21 doing business as RAMCO CONCRETE )  
 CUTTING; RAMCO CONCRETE CUTTING; )  
 22 and DOES 1 through 10, )  
 )  
 23 Defendants. )  
 )

24  
 25 This matter came on for hearing for entry of Judgment by Default against Defendants Susan  
 26 Gail Brennan, individually; Susan Gail Brennan, individually and doing business as Ramco  
 27 Concrete Cutting; Stephen Lawrence Brennan, individually; Stephen Lawrence Brennan,  
 28 individually and doing business as Ramco Concrete Cutting; and Ramco Concrete Cutting

1 (hereinafter “Defendants”), on April 13, 2010. Per the Court’s order, the parties were not required  
2 to make an appearance. Having considered the pleadings and arguments in this matter, and good  
3 cause appearing, this Court **FINDS AS FOLLOWS:**

4 1. The Complaint in this matter was filed with this Court on August 4, 2009.

5 2. The Complaint was mailed to Defendants on August 13, 2009, for which service  
6 was deemed complete under CCP 415.20(a) on August 23, 2009, and for which proofs of service  
7 were filed before this Court with the Summons on August 26, 2009;

8 3. That no answer or other responsive pleadings having been filed within the time  
9 permitted by law, default was entered against the Defendants on October 13, 2009;

10 4. Defendants have been employers within the meaning of section 3(5) and section 515  
11 of ERISA (29 U.S.C. §1002(5), 1145) and employers in an industry affecting commerce within the  
12 meaning of section 301 of the LMRA (29 U.S.C. §185).

13 5. The Court finds the allegations in the Complaint on file herein are true including the  
14 fact that Defendants have been bound to a written Collective Bargaining Agreement with the  
15 Northern California District Council of Laborers, a labor organization within the meaning of  
16 LMRA §301, 29 U.S.C. §150. By virtue of becoming bound to the Collective Bargaining  
17 Agreement, Defendants became subject to all the terms and conditions of the various Trust  
18 Agreements referred to in the Complaint;

19 6. That Defendants failed to pay delinquent contributions in the amount of \$19,639.49,  
20 and liquidated damages and interest in the amount of \$15,606.67;

21 7. That Defendants have failed, neglected or refused to submit to an audit as requested  
22 by Plaintiffs pursuant to said Collective Bargaining Agreement and Trust Agreements.

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24 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT** Judgment be  
25 entered in favor of Plaintiffs and against Defendants as follows:

26 1. Defendants are ordered to pay \$19,639.49 in principal contributions to the Trust  
27 Funds;

28 2. Defendants are ordered to pay \$15,606.67 in liquidated damages and interest owed

1 to the Trust Funds;

2 3. Defendants are ordered to submit to an audit by auditors selected by the Trust Funds  
3 at Defendants' premises during business hours, or where the records are kept, at a reasonable time  
4 or times, and to allow said auditors to examine and copy such books, records, papers, reports of  
5 North Coast Contracting, relating to the time period beginning January 1, 2003 to the present, that  
6 are relevant to the enforcement of the collective bargaining agreement or Trust Agreements,  
7 including but not limited to the following:

8 Individual earning records (compensation); W-2 forms; 1096 and 1099  
9 forms; reporting forms for all Trust Funds; State DE-3 tax reports; workers  
10 compensation insurance report; employee time cards; payroll journal;  
11 quarterly payroll tax returns (form 941); check register and supporting cash  
voucher; Form 1120- 1040 or partnership tax returns; general ledger –  
(portion relating to payroll audit);

12 4. Defendants are ordered to pay all amounts found due and owing as a result of said  
13 audit of its books and records pursuant to the Trust Agreements;

14 5. The Court issues an injunction directing Defendants to submit to the Trust Funds,  
15 all reports and contributions due and owing by Defendants pursuant to the Trust Agreements;

16 6. The Court issues an order directing and permanently enjoining Defendants for so  
17 long as they remain obligated to contribute to the Trust Funds, from failing, neglecting, or refusing  
18 to timely submit required monthly contributions reports and payments as required by the terms of  
19 the collective bargaining agreements, Trust Agreements and ERISA sections 502(a)(3) and (g)(2),  
20 (29 U.S.C. §1132(a)(3), (g)(2));

21 7. Defendants are ordered to pay attorneys' fees in the amount of \$4,362.50;

22 8. Defendants are ordered to pay costs in the amount of \$1,585.70;

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9. Defendants are ordered to pay interest on any amounts found due in an amount to be determined consistent with 26 U.S.C. 6621; and

DATED: 6/2/10

  
HONORABLE SANDRA BROWN ARMSTRONG  
JUDGE OF THE DISTRICT COURT

122299/574319

**PROOF OF SERVICE**  
(CCP 1013)

I am a citizen of the United States and an employee in the County of Alameda, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1001 Marina Village Parkway, Suite 200, Alameda, California 94501-1091. On June 1, 2010, I served upon the following parties in this action:

Susan Gail Brennan, Individually  
1314 Castle Rock Rd.  
Walnut Creek 94598

Susan Gail Brennan, Individually and  
doing business as RAMCO  
CONCRETE CUTTING  
1314 Castle Rock Rd.  
Walnut Creek 94598

Stephen Lawrence Brennan,  
Individually  
1314 Castle Rock Rd.  
Walnut Creek 94598

Stephen Lawrence Brennan,  
Individually and doing business as  
RAMCO CONCRETE CUTTING  
1314 Castle Rock Rd.  
Walnut Creek 94598

RAMCO CONCRETE CUTTING  
1314 Castle Rock Rd.  
Walnut Creek 94598

copies of the document(s) described as:

**THIRD AMENDED [PROPOSED] DEFAULT JUDGMENT**

**BY MAIL** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Alameda, California. I am readily familiar with the practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.

**BY OVERNIGHT DELIVERY SERVICE** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and placed the same for collection by Overnight Delivery Service by following the ordinary business practices of Weinberg, Roger & Rosenfeld, Alameda, California. I am readily familiar with the practice of Weinberg, Roger & Rosenfeld for collection and processing of Overnight Delivery Service correspondence, said practice being that in the ordinary course of business, Overnight Delivery Service correspondence is deposited at the Overnight Delivery Service offices for next day delivery the same day as Overnight Delivery Service correspondence is placed for collection.

I certify under penalty of perjury that the above is true and correct. Executed at Alameda, California, on June 1, 2010.

\_\_\_\_\_  
/s/ Karen Scott  
Karen Scott