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 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

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 11 BOARD OF TRUSTEES OF THE SHEET METAL) NO. C 11 3275 SBA
 WORKERS LOCAL 104 HEALTH CARE TRUST,)
 12 SHEET METAL WORKERS PENSION TRUST OF)
 NORTHERN CALIFORNIA, SHEET METAL) JUDGMENT PURSUANT
 13 WORKERS LOCAL 104 VACATION, HOLIDAY) TO STIPULATION
 SAVINGS PLAN; BRUCE WORD, TRUSTEE,)
 14)
 Plaintiffs,)
 15)
 vs.)
 16)
 ROEBER'S INCORPORATED, a California)
 17 corporation,)
)
 18 Defendant.)
 19)

20 It appearing that Plaintiffs BOARD OF TRUSTEES OF THE SHEET METAL
 21 WORKERS LOCAL 104 HEALTH CARE TRUST, SHEET METAL WORKERS PENSION TRUST OF
 22 NORTHERN CALIFORNIA, SHEET METAL WORKERS LOCAL 104 VACATION, HOLIDAY SAVINGS
 23 PLAN; BRUCE WORD, TRUSTEE, through their attorneys, and defendant, ROEBER'S
 24 INCORPORATED, a California corporation, have Stipulated that plaintiffs have
 25 and recover judgment from Defendant and it appearing that the Stipulation
 26 is in all respects proper and that the Stipulation provides for judgment
 27 against defendant in the amount of \$27,531.14,

28 IT IS HEREBY ORDERED AND ADJUDGED that Plaintiffs BOARD OF

1 TRUSTEES OF THE SHEET METAL WORKERS LOCAL 104 HEALTH CARE TRUST, SHEET METAL
2 WORKERS PENSION TRUST OF NORTHERN CALIFORNIA, SHEET METAL WORKERS LOCAL 104
3 VACATION, HOLIDAY SAVINGS PLAN; BRUCE WORD, TRUSTEE, have and recover
4 judgment from defendant, ROEBER'S INCORPORATED, a California corporation,
5 in the amount of \$27,531.14, which is composed of the following:

6 a. Contribution balances due and unpaid to Plaintiff Trust
7 Funds for the period May 1, 2011 to August 31, 2011 in the amount of
8 \$22,650.95;

9 b. Liquidated damages due and unpaid to the Plaintiff
10 Trust Funds for the same period in the amount of \$4,530.19;

11 c. Interest due pursuant to contract in an amount to be
12 computed at the end of the payment plan set forth below; and

13 d. Costs of suit incurred in this action in the amount of
14 \$350.00.

15 IT IS FURTHER ORDERED AND ADJUDGED that execution will not
16 issue on the judgment so long as defendant fully complies with the
17 following conditions:

18 1. Defendant shall make payments of all ongoing amounts
19 to become due to the SHEET METAL WORKERS OF NORTHERN CALIFORNIA TRUST
20 FUNDS pursuant to contract between defendant and Local Union 104 of
21 the Sheet Metal Workers' International Association for hours worked
22 by defendant's employees, commencing with payment for September 2011,
23 hours due on or before October 20, 2011 and continuing until the full
24 amount of this judgment is paid. September may be paid late, but on
25 or before October 26, 2011. Each of said payments will be made by
26 check payable to SHEET METAL WORKERS TRUST FUNDS and sent to the post
27 office box on the report form.

28 2. Defendant shall pay the amount of the contributions

1 under paragraph (a) in the amount of \$22,650.95 in monthly installment
2 payments of \$2,500.00. The first installment is due November 25, 2011
3 and each subsequent installment shall be paid on the 25th of each
4 month thereafter until the entire contribution amount has been paid.
5 Said installment payments will be made by check payable to the SHEET
6 METAL WORKERS TRUST FUNDS and sent to the collection attorney, ERSKINE
7 & TULLEY, 3030 Bridgeway, Suite 121, Sausalito, CA 94965, Attention:
8 Michael Carroll.

9 3. Once the above amount of \$22,650.95 is paid in full,
10 the Ways & Means Committee for Plaintiff Trust Funds will exercise
11 it's discretion and review defendant's eligibility for a reduction of
12 the liquidated damages, interest, and costs owed as stated in
13 paragraphs (b), (c), and (d) above. If defendant is not eligible for
14 a complete waiver of the amounts due under paragraphs (b), (c), and
15 (d), defendant shall make payment on the remaining balance of
16 \$4,880.19, plus interest in as many additional monthly installments
17 of \$2,500.00 as may be required to pay the full amount of the
18 judgment, or such lesser sum agreed to by Plaintiff Trust Funds. The
19 first payment would be due after notification of the Trust Funds'
20 decision, with payments continuing each month thereafter.

21 4. Plaintiffs and Defendant each understand and agree that
22 any modification of payments must be made in writing and agreed to by
23 both the Plaintiffs and the Defendant.

24 IT IS FURTHER ORDERED AND ADJUDGED that upon failure of the
25 Defendant to make any of their monthly contribution payments pursuant
26 to the collective bargaining agreement as set forth in paragraph 1
27 above, and the monthly installment payments in a timely manner as
28 required pursuant to the terms of paragraphs 2 and 3 of the

1 stipulation, entry of Judgment, and execution on the entire judgment
2 in the amount of \$27,531.14 reduced by any offsets for payments made,
3 shall issue only after ten (10) days written notice to the Defendant
4 and Defendant's counsel that Plaintiffs or Plaintiffs' attorney
5 declares a default and intends to file a Declaration stating that a
6 default has occurred on the part of the defendant. Defendant waives
7 notice of any hearing held by the court upon the earlier execution of
8 this judgment or Plaintiffs' declaration.

9 Dated: 12/9/11

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12 Judge Sandra Brown Armstrong

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