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6 Attorneys for Plaintiffs

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8 IN THE UNITED STATES DISTRICT COURT
 9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 AUTOMOTIVE INDUSTRIES PENSION
 11 TRUST FUND, JAMES H. BENO, Trustee,
 BILL BRUNELLI, Trustee, STEPHEN J.
 12 MACK, Trustee, CHRIS CHRISTOPHERSEN,
 Trustee, DON CROSATTO, Trustee, MARK
 13 HOLLIBUSH, Trustee, JON ROSELLE,
 Trustee, DOUGLAS CORNFORD, Trustee,
 14 and JAMES V. CANTERBURY, Trustee,
 15 Plaintiffs,
 16 vs.
 17 BRIDGES TIRE AND WHEEL SERVICE,
 INC., a California corporation,
 18 Defendant.
 19

CASE NO.: CV 11-4538 LB

STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT

20

21 IT IS HEREBY STIPULATED by and between the parties hereto, that the
 22 Judgment shall be entered in the within action in favor of the Plaintiffs AUTOMOTIVE
 23 INDUSTRIES PENSION TRUST FUND, et al. ("Plaintiffs" or "Pension Fund"), and against
 24 Defendant BRIDGES TIRE AND WHEEL SERVICE, INC., a California corporation, and/or alter
 25 egos and/or successor entities ("Defendant"), as follows:

26 1. Defendant entered into a valid Collective Bargaining Agreement (hereinafter
 27 "Bargaining Agreement") with the International Association of Machinists & Aerospace Workers,
 28

1 District No. 190, Local 1414, Peninsula Auto Machinists (hereinafter "Union"). The Bargaining
 2 Agreement with Union continues in full force and effect to the present time.

3 2. Defendant Bridges Tire and Wheel Service, Inc. through its Owner/CEO/President
 4 Timothy Bridges, acknowledges receipt of the following documents in this action:

- 5 a) Complaint
- 6 b) Summons
- 7 c) Order Setting Initial Case Management Conference and ADR Deadlines
- 8 d) Standing Order for U.S. Magistrate Judge Laurel Beeler
- 9 e) Standing Order for All Judges of the Northern District of California;
- 10 Contents of Joint Case Management Conference Statement
- 11 f) ECF Registration Information
- 12 g) Welcome to the Oakland Division of the U.S. District Court
- 13 h) Notice of Assignment of Case to a U.S. Magistrate Judge for Trial; Forms:
 Consent to Proceed Before a U.S. Magistrate Judge; Declination to Proceed
 Before a U.S. Magistrate Judge and Request for Reassignment to a U.S.
 District Judge
- 14 i) Instructions for Completion of ADR Forms Regarding Selection of an ADR
 Process (ADR Local Rule 3-5); Stipulation and Proposed Order Selecting
 ADR Process; Notice of Need for ADR Phone Conference; ADR
 Certification by Parties and Counsel
- 15 j) ADR – Dispute Resolution Handbook
- 16 k) Pamphlet: Consenting to a Magistrate Judge’s Jurisdiction in the Northern
 District of California

17 3. In accordance with the provisions of Title 28, U.S.C. Section 636(c), Defendant
 18 hereby voluntarily consents to have a United States Magistrate Judge conduct any and all further
 19 proceedings in the case, including trial, and order the entry of a final judgment.

20 4. Defendant has become indebted to the Pension Fund as follows:

21	Audit (10/1/02 – 5/31/08)			
22	Pension	Contributions	\$31,405.00	
23		20% Liquidated Damages	6,281.00	
24		Interest through 9/30/11	16,112.19	
25		Audit testing fee	2,761.45	
26	<i>Pension Subtotal</i>			\$56,559.64
27	<i>Attorney's Fees and Costs</i>			\$4,585.50
28	TOTAL			\$61,145.14

1 5. Defendant shall *conditionally* pay the amount of **\$31,405.00** representing the
2 principal amount due for pension *plus* 10% interest on the declining balance *plus* \$16,112.19
3 interest through 9/30/2011 *plus* \$2,761.45 for the testing fee, in 59 monthly installment payments
4 as described in this paragraph 3. *This waiver is expressly conditioned upon timely compliance*
5 *with all of the terms of this Stipulation*, as follows:

6 (i) Beginning on October 1, 2011, and on or before the 1st day of each month
7 thereafter, for a period of 30 months, through March 1, 2014, Defendant shall pay to Plaintiffs the
8 amount of **\$500.00** per month.

9 (ii) Beginning on April 1, 2014, and on or before the 1st day of each month
10 thereafter, for a period of 28 months, through July 1, 2016, Defendant shall pay to Plaintiffs the
11 amount of **\$1,500.00** per month.

12 (iii) On August 1, 2016, Defendant shall pay to Plaintiffs a final payment in the
13 amount of **\$1,439.43**.

14 (iv) Payments shall be applied first to unpaid interest, then to attorney's fees and
15 costs and then to unpaid principal. Any delinquent payment shall bear interest from at the rate of
16 10% per annum.

17 (v) Plaintiffs shall assess no pre-payment penalty against Defendant for
18 payment of the principal amount due (\$31,205) plus all interest accrued at 10% per annum until
19 date of payment, *plus* testing fee (\$2,761.45). The Pension Fund by and through its attorney,
20 Kimberly Hancock of Saltzman & Johnson Law Corporation, within 10 days of Defendant's
21 written request, shall issue to Defendant a pay-off statement for satisfaction of this judgment.

22 (vi) Checks shall be made payable to the **Automotive Industries Pension**
23 **Fund**, and delivered on or before each due date to Kimberly Hancock at Saltzman & Johnson Law
24 Corporation, 44 Montgomery Street, Suite 2110, San Francisco, California 94104, or to such other
25 address as may be specified by Plaintiffs.

26 6. In the event that any check is not timely submitted or fails to clear the bank, or is
27 unable to be negotiated for any reason for which Defendant is responsible, Defendant shall be
28 considered to be in default of the Judgment entered. If this occurs, Plaintiffs shall make a written

1 demand to Defendant to cure said default *within seven (7) days of the date of the notice from*
2 *Plaintiffs*. If caused by a failed check, default will only be cured by the issuance of a replacement
3 *cashier's check*, delivered to Saltzman and Johnson Law Corporation within the seven (7) day
4 cure period. If Defendant elects to cure said default, and Plaintiffs elect to accept future payments,
5 *all such future payments shall be made by cashier's check*. In the event default is not cured, all
6 amounts remaining due hereunder shall be due and payable on demand by Plaintiffs.

7 7. Failure to comply with any of the above terms shall constitute a default of the
8 obligations under this Agreement and the provisions of ¶8 shall apply. Plaintiffs reserve all rights
9 available under the applicable Bargaining Agreement and Declarations of Trust of the Pension
10 Fund for collection of current and future contributions, and for any additional past contributions
11 not included herein as may be determined by Plaintiffs, pursuant to employee timecards or
12 paystubs, by audit, or other means, and the provisions of this agreement are in addition thereto.
13 Defendant specifically waives the defense of the doctrine *res judicata* as to any such additional
14 amounts determined as due.

15 8. In the event that Defendant fails to make any payment required under ¶ 5 above,
16 then:

17 (a) The entire amount of **\$61,145.14**, plus interest, reduced by principal
18 payments received by Plaintiffs shall be immediately due, together with any additional attorneys'
19 fees and costs incurred during the term of this Stipulation.

20 (b) Defendant waives any and all defenses to the claims of Plaintiffs for
21 delinquent contributions, liquidated damages, interest and reasonable attorney's fees and costs.

22 (c) A Writ of Execution may be obtained against Defendant without further
23 notice, in the amount of the unpaid balance, plus any additional amounts under the terms herein,
24 upon declaration by a duly authorized representative of the Plaintiffs setting forth any payment
25 theretofore made by or on behalf of Defendant and the balance due and owing as of the date of
26 default.

27 (d) Defendant waives any notice of Entry of Judgment or of any Request for a
28 Writ of Execution upon default, and expressly waives all rights to stay of execution and appeal.

1 The declaration or affidavit of a duly authorized representative of Plaintiffs as to the balance due
2 and owing as of the date of default shall be sufficient to secure the issuance of a Writ of
3 Execution, without notice to Defendant.

4 (e) Defendant shall pay all additional attorneys' fees and costs incurred by
5 Plaintiffs in connection with collection and allocation of the amounts owed by Defendant to
6 Plaintiffs under this Stipulation, whether or not a default occurs herein.

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

10 10. In the event of the filing of a bankruptcy petition by the Defendant, the parties
11 agree that any payments made pursuant to the terms of this Judgment, shall be deemed to have
12 been made in the ordinary course of business as provided under 11 U.S.C. Section 547(c)(2) and
13 shall not be claimed by Defendant as a preference under 11 U.S.C. Section 547 or otherwise.
14 Defendant nevertheless represents that no bankruptcy filing is anticipated.

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

20 12. This Stipulation is limited to the agreement between the parties with respect to the
21 delinquent contributions and related sums enumerated herein, owed by Defendant to the Plaintiffs.
22 This Stipulation does not in any manner relate to withdrawal liability claims, if any. Defendant
23 acknowledges that the Plaintiffs expressly reserve their right to pursue withdrawal liability claims,
24 if any, against Defendant as provided by the Plaintiffs' Plan Documents, Trust Agreements
25 incorporated into their Collective Bargaining Agreement, and the law.

26 13. This Stipulation contains all of the terms agreed by the parties and no other
27 agreements have been made. Any changes to this Stipulation shall be effective only if made in
28 writing and signed by all parties hereto.

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

3 15. Defendant represents and warrants that it has been represented by counsel of his
4 own choosing in connection with entering this Stipulation under the terms and conditions set forth
5 herein, that it has read this Agreement with care and is fully aware of and represent that it enters
6 into this Stipulation voluntarily and without duress.

7 16. Provided the sums due under this Stipulation have been timely paid in full as
8 provided in paragraph 5 herein, Plaintiffs hereby forever release and discharge all claims against
9 Defendant based upon or arising out of the October 1, 2002 through May 31, 2008 audit for
10 delinquent contributions, interest, attorneys' fees, auditors' fees, costs, and liquidated damages
11 made in this action and all demands relating thereto (the "Released Matters".)

12 17. The parties agree that the Court shall retain jurisdiction of this matter until this
13 Judgment is satisfied.

14 Date: 9-18-11, 2011

BRIDGES TIRE AND WHEEL SERVICE, INC.

15
16 By:

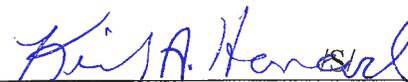


Timothy Bridges, Owner and CEO

17
18 Dated: 9-21-, 2011

SALTZMAN & JOHNSON LAW
CORPORATION

19
20 By:

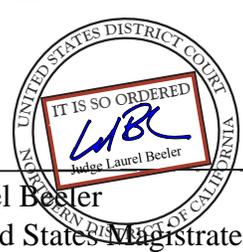


Kimberly A. Hancock, Attorneys for Plaintiffs

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23 IT IS SO ORDERED.

24 IT IS FURTHER ORDERED that the calendar in this matter is vacated, and that the Court shall
25 retain jurisdiction over this matter.

26 Dated: Oct. 7, 2011

27
28

Laurel Beeler

United States Magistrate Judge