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5 Attorneys for Plaintiffs

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 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 OAKLAND DIVISION

11 BOARD OF TRUSTEES OF THE NORTHERN) Case No. C 14-5546 DMR
 12 CALIFORNIA TILE INDUSTRY WELFARE FUND;)
 13 BOARD OF TRUSTEES OF THE NORTHERN)

14 **JUDGMENT BY CONSENT**
 15 **[PROPOSED]**

16 CALIFORNIA TILE INDUSTRY PENSION TRUST)
 17 FUND; BOARD OF TRUSTEES OF THE)
 18 NORTHERN CALIFORNIA TILE INDUSTRY)
 19 APPRENTICESHIP AND TRAINING TRUST FUND;)
 20 BOARD OF TRUSTEES OF THE NORTHERN)
 21 CALIFORNIA TILE INDUSTRY VACATION AND)
 22 HOLIDAY TRUST FUND; AND BOARD OF)
 23 TRUSTEES OF THE NORTHERN CALIFORNIA)
 24 TILE INDUSTRY LABOR MANAGEMENT)
 25 COOPERATION COMMITTEE,)

18 Plaintiffs,

19 v.

20 MULLEN TILE, Inc., a California corporation,
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22 Defendant(s).

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 24 Board of Trustees of the Northern California Tile Industry Welfare Fund; Board of Trustees
 25 of the Northern California Tile Industry Pension Trust Fund; Board of Trustees of the Northern
 26 California Tile Industry Apprenticeship and Training Trust Fund; Board of Trustees of the Northern
 27 California Tile Industry Vacation and Holiday Trust Fund; and Board of Trustees of the Northern
 28 California Tile Industry Labor Management Cooperation Committee ("Plaintiff Trust Funds" or

1 "Plaintiffs") having filed their Complaint herein on December 19, 2014 and Mullen Tile, Inc.
2 ("Defendant") having appeared and having admitted the jurisdiction of this Court, and Plaintiffs and
3 Defendant having agree upon a basis for the settlement of this action including entry of a Final
4 Judgment with respect to Defendant without further notice in accordance with their Stipulation for
5 Entry of Judgment filed in this action;

6 **IT IS ORDERED, ADJUDGED AND DECREED** that Judgment be entered in favor of the
7 Plaintiffs and against Defendant for a total sum of \$264,528.50, together with interest at the agreed
8 rate of ten percent (10%) per annum from April 15, 2015 until paid.

9 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiffs have the right to
10 audit Defendant for any periods from July 1, 2014 forward through any future dates covered by
11 Defendant's collective bargaining agreement with BAC Local No. 3 upon their request to Defendant.

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Dated: July 10, 2015

