

1 Lois H. Chang, State Bar No. 278146  
 2 NEYHART, ANDERSON, FLYNN & GROSBOLL, APC  
 3 369 Pine Street, Suite 800  
 4 San Francisco, CA 94104  
 5 Tel. (415) 677-9440  
 6 Fax (415) 677-9445  
 7 Email: [Lchang@neyhartlaw.com](mailto:Lchang@neyhartlaw.com)

8 **Attorney for Plaintiffs**

9 Robert Kinney, State Bar No. 223855  
 10 SUN SYSTEM TECHNOLOGY  
 11 2731 Citrus Rd., Suite D  
 12 Rancho Cordova, CA 95742  
 13 Tel. (916) 224-3011  
 14 Email: [Rkinney@sunsystemtechnology.com](mailto:Rkinney@sunsystemtechnology.com)

15 **Attorney for Defendant**

16 **UNITED STATES DISTRICT COURT**  
 17 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
 18 **(Oakland Division)**

19 SOLANO-NAPA COUNTIES ELECTRICAL  
 20 WORKERS' HEALTH & WELFARE TRUST FUND;  
 21 LOCAL 180 OF THE INTERNATIONAL  
 22 BROTHERHOOD OF ELECTRICAL WORKERS,  
 23 AFL-CIO; SOLANO-NAPA COUNTIES JOINT  
 24 ELECTRICAL EDUCATION AND TRAINING  
 25 TRUST; SOLANO-NAPA COUNTIES LABOR  
 26 MANAGEMENT COOPERATION TRUST;  
 27 NECA-IBEW NATIONAL LABOR-MANAGEMENT  
 28 COOPERATION FUND; SOLANO-NAPA  
 COUNTIES ELECTRICAL WORKERS PENSION  
 TRUST FUND; SOLANO-NAPA COUNTIES  
 ELECTRICAL WORKERS' PROFIT SHARING  
 PLAN; CONTRACT ADMINISTRATION FUND;  
 ELECTRICAL CONTRACTORS TRUST OF  
 SOLANO-NAPA COUNTIES; SOLANO-NAPA  
 COUNTIES JOINT APPRENTICESHIP AND  
 TRAINING TRUST; and KEVIN COLEMAN and  
 GREG ARMSTRONG, Trustees of each of the  
 Plaintiff Trusts,

Plaintiffs,

v.

SST CONSTRUCTION, LLC dba SUNSYSTEM  
 TECHNOLOGY;

Defendant.

Case No. 18-cv-1013 KAW

**STIPULATION FOR  
 CONTINGENT ORDER OF  
 DISMISSAL & [Proposed]  
 CONTINGENT ORDER OF  
 DISMISSAL**

Courtroom: 4, 3<sup>rd</sup> Floor  
 Location: 1301 Clay Street  
 Oakland, CA 94612  
 Judge: Hon. Kandis A. Westmore

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**STIPULATION FOR CONTINGENT ORDER OF DISMISSAL**

The parties hereto stipulate as follows:

1. In this ERISA action, the parties have reached agreement to settle this case under the terms and conditions specified in a Settlement Agreement.

2. The settlement involves a payment plan to pay off liquidated damages, interest, attorneys' fees and costs owed to Plaintiffs for Defendant's failure to timely make payment of fringe benefit contributions.

3. If the Settlement Agreement is otherwise breached, the parties agree that Plaintiffs may reopen the matter at any time, if Plaintiffs certify to the Court that the consideration has not been paid or other terms and conditions of the Settlement Agreement have not been complied with.

**IT IS SO STIPULATED.**

Respectfully Submitted,

Dated: March 16, 2018

NEYHART, ANDERSON, FLYNN & GROSBOLL

By: /s/ Lois H. Chang  
LOIS H. CHANG  
Attorneys for Plaintiffs

Dated: March 16, 2018

COUNSEL FOR SUN SYSTEM TECHNOLOGY

By: /s/Robert Kinney  
ROBERT KINNEY  
Attorneys for Defendant

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28


~~Proposed~~ **CONTINGENT ORDER OF DISMISSAL**

**~~PROPOSED~~ ORDER:**

The parties hereto have agreed to a settlement of this action. IT IS HEREBY ORDERED that this action is dismissed without prejudice, provided, however, that if any party hereto shall certify to this Court, with proof of service of copy thereon on the Defendant or its counsel that the terms and conditions of the agreement have not been complied with, the foregoing Order shall vacated by this Court and this action shall forthwith be restored to the calendar.

IT IS SO ORDERED.

Dated: 3/22/18

  
\_\_\_\_\_  
U.S. MAGISTRATE JUDGE  
HON. KANDIS A. WESTMORE