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5 Attorneys for Plaintiffs

6 **UNITED STATES DISTRICT COURT**

7 **DISTRICT OF NEVADA**

8  
 9 TRUSTEES OF THE CONSTRUCTION  
 INDUSTRY AND LABORERS HEALTH  
 10 AND WELFARE TRUST; TRUSTEES OF  
 THE CONSTRUCTION INDUSTRY AND  
 11 LABORERS JOINT PENSION TRUST;  
 TRUSTEES OF THE CONSTRUCTION  
 12 INDUSTRY AND LABORERS VACATION  
 TRUST; and TRUSTEES OF THE  
 13 SOUTHERN NEVADA LABORERS  
 LOCAL 872 TRAINING TRUST,

CASE NO. 2:10-cv-00239-RLH-RJJ

14 **STIPULATED/CONSENT JUDGMENT**

15 Plaintiffs,

16 vs.

17 SIX STAR CLEANING & CARPET  
 18 SERVICE, INC., a Nevada corporation also  
 known as SIX STAR JANITORIAL,

19 Defendant.

20  
 21  
 22 Six Star Cleaning & Carpet Service, Inc. ("Employer"), hereby stipulates and consents to  
 23 entry of judgment in favor of Plaintiffs, Trustees of the Construction Industry and Laborers  
 24 Health and Welfare Trust, Trustees of the Construction Industry and Laborers Joint Pension  
 25 Trust; Trustees of the Construction Industry and Laborers Vacation Trust and Trustees of the  
 26 Southern Nevada Laborers Local 872 Training Trust (collectively "Trust Funds"), and against  
 27 Employer in the total sum of \$599,358 for delinquent employee benefit contributions, liquidated  
 28 damages, interest, and attorney's fees and costs.

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1 The parties have stipulated, and therefore the Court finds:

2 1. Employer is signatory to and bound by the terms of a collective bargaining  
3 agreement ("CBA") with the Laborers International Union of North America, Local No. 872  
4 ("Union"), in which Employer agreed to abide by the trust agreements establishing the respective  
5 Trust Funds and any amendments thereto ("Trust Agreements").

6 2. Under the CBA and the Trust Agreements, Employer is obligated to pay employee  
7 benefit contributions to the Trust Funds on behalf of Employer's bargaining unit employees  
8 represented by the Union.

9 3. Based on remittance reports prepared and submitted by Employer for the months  
10 of December 2009 through October 2010, and a contract compliance review ("Audit") for the  
11 period June 2005 through December 2008, Employer owes the Trust Funds delinquent employee  
12 benefit contributions and resulting ancillary costs described in the next paragraph. This Judgment  
13 shall have no preclusive effect, through res judicata, collateral estoppel, or any similar doctrine, as  
14 to any other time period. Without limiting the foregoing, the parties specifically acknowledge that  
15 an Audit for the time period after December 2008 has not been completed, and that Employer has  
16 not submitted remittance reports for any time period after October 2010, claims based on both of  
17 which are specifically preserved.

18 4. Employer owes the Trust Funds \$250,058 in unpaid employee benefit  
19 contributions, past interest of \$74,479 (through Dec. 31, 2010), liquidated damages of \$227,415,  
20 past Audit fees of \$4,906, and past attorney's fees of \$37,500, for a total of \$594,358.

21 5. In addition, in the event this judgment must be executed, the Trust Funds will incur  
22 additional fees and costs determined by the parties to be at least \$5,000, which are therefore  
23 included herein.

24 6. This Stipulated/Consent Judgment is entered into by and between Employer and  
25 the Trust Funds for employee benefit contributions and related interest, costs and liquidated  
26 damages owed to the Trust Funds by Employer pursuant the Employee Retirement Income  
27 Security Act of 1974.


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<sup>1/3/11</sup>  
~~December \_\_\_\_\_, 2010.~~

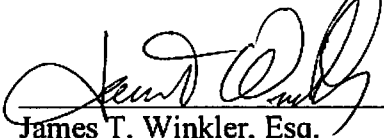
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December 23, 2010.

LITTLER MENDELSON

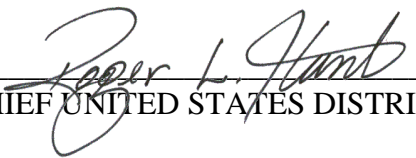
  
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Attorneys for Six Star Cleaning & Carpet  
Service, Inc.

**JUDGMENT**

Judgment is hereby entered against Six Star Cleaning & Carpet Service, Inc. and in favor  
of the Trust Funds in the amount of \$599,358.

Dated this 4th day of January, 2011.

  
CHIEF UNITED STATES DISTRICT JUDGE