

1 **CHRISTENSEN JAMES & MARTIN**  
 2 KEVIN B. CHRISTENSEN, ESQ. (175)  
 3 WESLEY J. SMITH, ESQ. (11871)  
 4 7440 W. Sahara Avenue  
 5 Las Vegas, Nevada 89117  
 6 Tel.: (702) 255-1718  
 7 Fax: (702) 255-0871  
 8 kbc@cjmlv.com, wes@cjmlv.com  
 9 *Attorneys for Plaintiffs*

6 **UNITED STATES DISTRICT COURT**  
 7 **DISTRICT OF NEVADA**

8 \* \* \* \* \*

9 UNITE HERE HEALTH, *et al.*,  
 10 Plaintiffs,  
 11 vs.  
 12 BEALE STREET BLUES COMPANY – LAS  
 13 VEGAS, LLC, *et al.*,  
 14 Defendants.

CASE NO.: 2:13-cv-00936-APG-GWF  
**STIPULATION AND CONSENT FOR  
 ENTRY OF JUDGMENT BY  
 CONFESSION AND FOR STAY OF  
 EXECUTION**  
 Date: N/A  
 Time: N/A

CHRISTENSEN JAMES & MARTIN  
 7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117  
 PH: (702) 255-1718 § FAX: (702) 255-0871

15 Plaintiffs, Unite HERE Health and Southern Nevada Culinary & Bartenders Pension  
 16 Trust (hereinafter “Plaintiffs” or “Trusts”), each acting by and through its designated fiduciary,  
 17 and acting by and through their attorneys, Christensen James & Martin, and Defendants, Beale  
 18 Street Blues Company – Las Vegas, LLC, Stewart Thomas Peters, Donald Greenop, Curtis Peery  
 19 and Beale Street Blues Company, Inc. (collectively “Defendants”), acting by and through their  
 20 attorneys, Cooper Levenson, P.A., hereby Stipulate and Agree (“Stipulation”), as follows:

21 1. This Stipulation and Order for Entry of Judgment by Confession is entered into by  
 22 and between the Plaintiffs and Defendants to settle and conclude certain legal disputes relating to  
 23 the payment of fringe benefit contributions, liquidated damages, interest, and attorney’s fees  
 24 owed to the Plaintiffs by Defendants.

25 2. A Judgment by Confession (“Judgment”) shall be entered in favor of the Plaintiffs  
 26 and against Defendants for the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00),  
 27 to resolve all pre-judgment damages owed to the Trust, including all delinquent contributions,  
 28


1 interest, liquidated damages, attorney's fees and costs for the period March 11, 2011 through  
2 November 11, 2012 ("Audit Period").

3 3. Execution on the Judgment shall be stayed pursuant to the terms of this  
4 Stipulation and the terms of the Judgment. In the event of Defendants' Default and failure to  
5 cure as provided for under the Judgment, Plaintiff shall have the right to file a Notice of  
6 Termination of Stay of Execution on the Judgment informing the Court that the stay has been  
7 terminated by Defendant's Default and failure to cure.

8 4. This Stipulation is conditioned by certain and specific terms contained within the  
9 Judgment executed contemporaneously herewith and incorporated herein by this reference.

10 5. All pending Motions, including Plaintiffs' Motion to Compel Discovery, to Deem  
11 Admissions Admitted and for Sanctions [Doc. 21] filed on April 1, 2014, are hereby withdrawn  
12 as moot and the Motion Hearing scheduled for May 20, 2014 at 9:30 am is hereby vacated.  
13

14 CHRISTENSEN JAMES & MARTIN

15 By:   
16 Wesley J. Smith, Esq.  
Attorneys for Plaintiffs

17 DATED this 20<sup>th</sup> day of May, 2014.  
18

19 By: \_\_\_\_\_  
Stewart Thomas Peters

20 DATED this \_\_\_ day of May, 2014.  
21

22 By: \_\_\_\_\_  
Donald Greenop

23 DATED this \_\_\_ day of May, 2014.  
24

25 By: \_\_\_\_\_  
Curtis Peery

26 DATED this \_\_\_ day of May, 2014.  
27  
28

BEALE STREET BLUES COMPANY-LAS  
VEGAS, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED this \_\_\_ day of May, 2014.

BEALE STREET BLUES COMPANY, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED this \_\_\_ day of May, 2014.

1 interest, liquidated damages, attorney's fees and costs for the period March 11, 2011 through  
2 November 11, 2012 ("Audit Period").

3 3. Execution on the Judgment shall be stayed pursuant to the terms of this  
4 Stipulation and the terms of the Judgment. In the event of Defendants' Default and failure to  
5 cure as provided for under the Judgment, Plaintiff shall have the right to file a Notice of  
6 Termination of Stay of Execution on the Judgment informing the Court that the stay has been  
7 terminated by Defendant's Default and failure to cure.

8 4. This Stipulation is conditioned by certain and specific terms contained within the  
9 Judgment executed contemporaneously herewith and incorporated herein by this reference.

10 5. All pending Motions, including Plaintiffs' Motion to Compel Discovery, to Deem  
11 Admissions Admitted and for Sanctions [Doc. 21] filed on April 1, 2014, are hereby withdrawn  
12 as moot and the Motion Hearing scheduled for May 20, 2014 at 9:30 am is hereby vacated.

14 CHRISTENSEN JAMES & MARTIN

15 By: \_\_\_\_\_  
16 Wesley J. Smith, Esq.  
Attorneys for Plaintiffs

17 DATED this \_\_\_\_ day of May, 2014.

18 By: Stewart Thomas Peters  
19 Stewart Thomas Peters

20 DATED this 29 day of May, 2014.

21 By: Donald Greenop  
22 Donald Greenop

23 DATED this 28 day of May, 2014.

24 By: Curtis Peery  
25 Curtis Peery

26 DATED this 21 day of May, 2014.  
27  
28

BEALE STREET BLUES COMPANY-LAS VEGAS, LLC

By: STEWART THOMAS PETERS  
Its: MANAGER

DATED this 29 day of May, 2014.

BEALE STREET BLUES COMPANY, INC.

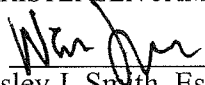
By: STEWART THOMAS PETERS  
Its: PRESIDENT

DATED this 29 day of May, 2014.

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SUBMITTED BY:

CHRISTENSEN JAMES & MARTIN

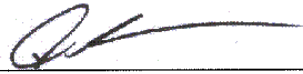
By:   
Wesley J. Smith, Esq.  
*Attorneys for Plaintiffs*

APPROVED BY:

COOPER LEVENSON, P.A.

By: \_\_\_\_\_  
Katherine M. Morris, Esq.  
*Attorneys for Defendants*

**IT IS SO ORDERED.**

  
\_\_\_\_\_  
United States District Judge

Dated: June 2, 2014

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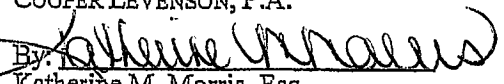
SUBMITTED BY:

APPROVED BY:

CHRISTENSEN JAMES & MARTIN

COOPER LEVENSON, P.A.

By: \_\_\_\_\_  
Wesley J. Smith, Esq.  
*Attorneys for Plaintiffs*

By:   
Katherine M. Morris, Esq.  
*Attorneys for Defendants*

IT IS SO ORDERED.



\_\_\_\_\_  
United States District Judge

Dated: June 2, 2014  
\_\_\_\_\_

1  
2  
3 **CHRISTENSEN JAMES & MARTIN**  
4 KEVIN B. CHRISTENSEN, ESQ. (175)  
5 WESLEY J. SMITH, ESQ. (11871)  
6 7440 W. Sahara Avenue  
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10 kbc@cjmlv.com, wes@cjmlv.com  
11 *Attorneys for Plaintiffs*

8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 \* \* \* \* \*

11 UNITE HERE HEALTH, *et al.*,  
12 Plaintiffs,

13 vs.

14 BEALE STREET BLUES COMPANY – LAS  
15 VEGAS, LLC, *et al.*,  
16 Defendants.

CASE NO.: 2:12-cv-01490

**JUDGMENT BY CONFESSION**

Date: N/A  
Time: N/A

17 Pursuant to the express Stipulation and Consent for Entry of Judgment by Confession  
18 (“Stipulation”), it is hereby ORDERED, ADJUDGED AND DECREED that:

19 1. Plaintiffs Unite HERE Health and Southern Nevada Culinary & Bartenders  
20 Pension Trust (hereinafter “Plaintiffs” or “Trusts”), acting by and through their designated  
21 fiduciaries, shall take Judgment by Confession (“Judgment”) against Defendants, Beale Street  
22 Blues Company – Las Vegas, LLC, Stewart Thomas Peters, Donald Greenop, Curtis Peery and  
23 Beale Street Blues Company, Inc. (“Defendants”), for the sum of One Hundred and Fifty  
24 Thousand Dollars (\$150,000.00) (“Judgment Amount”). Interest shall accrue on the Judgment  
25 amount at the rate of seven percent (7%) per annum.

26 2. The Judgment Amount shall be paid to Plaintiffs as third party beneficiaries under  
27 the terms of a collectively bargained labor agreement (“CBA”) between the Mirage Casino-Hotel  
28

1 (“Mirage”) and the Culinary Workers Union Local 226 and/or Bartenders Union Local 165  
2 (“Unions”) and a Memorandum of Agreement (“MOA”) between the Mirage, Beale Street Blues  
3 Company – Las Vegas, LLC and the Unions (hereafter CBA and MOA collectively “Labor  
4 Agreement”). This Judgment includes settlement of all known claims by Plaintiffs for fringe  
5 benefit contributions for work performed during the periods March 11, 2011 through November  
6 11, 2012 (“Audit Period”), plus interest, liquidated damages, attorney’s fees and costs.

7         3. This Judgment is not intended to, and it does not, resolve, address or secure  
8 claims that are as yet unknown to the Trusts, including any claims that may later be revealed by  
9 Audit for periods subsequent to the Audit Period. The Trusts specifically reserve all Audit rights  
10 for periods that have not been audited.

11         4. The Judgment Amount, including interest on the declining Judgment balance and  
12 any after-accruing amounts for attorney’s fees and costs in the event of default, subject to the  
13 terms of Paragraph 8 below, shall be paid by Defendants through fifteen (15) monthly  
14 installments, due on or before the first (1st) day of each month, the first of which is due within  
15 five (5) days of execution of this Judgment and the last of which is due on or before August 1,  
16 2015, as follows:

- 17             a. Payment One (1) shall be remitted to the Trusts in the amount of  
18                 \$20,000.00 within five (5) days of execution of this Judgment;
- 19             b. Payments Two (2) through Fourteen (14) shall be remitted to the Trusts in  
20                 the amount of \$10,000.00 each, commencing on or before July 1, 2014,  
21                 and on the first (1st) day of each month thereafter; and
- 22             c. Payment Fifteen (15) shall be remitted to the Trusts in the estimated  
23                 amount of \$6,543.79 on or before August 1, 2015.

24 Subject only to the Defendants’ right to cure under Paragraph 8, the final payment of all unpaid  
25 portions of the Judgment Amount, in the scheduled amount of \$6,543.79 (which includes interest  
26 scheduled to accrue), shall be increased to include any late fees and after-accruing attorney’s fees  
27 incurred by Plaintiffs relating to this Judgment for collection of the amounts referenced herein,  
28

1 and shall be paid by the Defendants to Plaintiffs on or before July 1, 2015.

2 5. The payments toward the Judgment Amount required herein shall be and made  
3 payable to “Christensen James & Martin Special Client Trust Account” and shall be remitted to  
4 and received on or before the due dates set forth in Paragraph 4 at the office of Plaintiffs’  
5 attorney, Christensen James & Martin, Attn: Wesley Smith, Esq., 7440 W. Sahara Ave., Las  
6 Vegas, Nevada 89117, or at such other location as the Defendants are notified in writing. Should  
7 any of Defendants’ payments be returned for insufficient funds, all subsequent payments shall be  
8 made using cashier’s checks or money orders.

9 6. The following potential claims are reserved by the Trusts: (i) any claims unrelated  
10 to the Judgment Amount that are currently unknown to the Trusts; (ii) the obligation of the  
11 Defendants or any trade or business under common control of Defendants (to the extent  
12 Defendants or any trade or business under common control with Defendants have any obligation)  
13 to pay, and the rights of the Trusts to assess and collect, withdrawal liability pursuant to 29 USC  
14 § 1381 et. seq. (including the use of Defendants’ contribution history for purposes of calculating  
15 any withdrawal liability); and (iii) any additional claims discovered by audit for any unaudited  
16 period.

17 7. The Defendants shall have the right at any time to prepay the entire balance owed,  
18 or any portion thereof, without incurring a prepayment penalty. However, interest will continue  
19 to accrue on any amount that remains unpaid.

20 8. Should the Defendants fail to satisfy any of the conditions in this Judgment, a  
21 written Notice of Default shall immediately be delivered to: COOPER LEVENSON, P.A., Attn:  
22 Katherine M. Morris, 1125 Atlantic Ave., 3rd Floor, Atlantic City, New Jersey 08401, delivery  
23 confirmation requested, and [kmorris@cooperlevenson.com](mailto:kmorris@cooperlevenson.com), or at such other address or means as  
24 the Plaintiffs are notified in advance in writing. Each such Notice required to be sent shall result  
25 in an automatic late fee and collection charge of \$150.00 (which will be applied as a credit  
26 against any attorney’s fees and costs incurred as a result of the Default) to be paid in addition to  
27 any payment that Defendants have failed to pay and shall be paid immediately with the cure  
28



1 payment. If the Defendants thereafter fail to make the required payment(s) or otherwise fail to  
2 comply with the conditions of such paragraphs within ten (10) days of the date of such Notice,  
3 Plaintiffs shall have the right to file a Notice of Termination of Stay of Execution on the  
4 Judgment informing the Court that the stay has been terminated by Defendants' Default and  
5 failure to cure, and Plaintiffs shall have the unconditional and immediate right to execute upon  
6 the Judgment for whatever amount then remains due and owing, including after-accruing  
7 interest, attorney's fees and costs, without further notice to the Defendants or Order from the  
8 Court. In the event of Defendants' default and failure to cure, interest on any unpaid Judgment  
9 balance shall accrue at the rate of seven percent (7%) from the default date until paid in full.

10 9. Defendants shall forthwith execute and submit the following documents, as  
11 indicated, to Plaintiffs' attorney:

- 12 a. the Stipulation for Entry of Judgment by Confession and for Stay of  
13 Execution;
- 14 b. this Judgment; and
- 15 c. Payment One, as described in Paragraph 4 above.

16 Signatures to the Stipulation and Judgment as provided via facsimile or scanned document shall  
17 be valid and shall be deemed the equivalent of original signatures.

18 10. Execution on this Judgment shall be stayed through August 1, 2015, provided that  
19 Defendants timely satisfy all of the conditions in this Judgment, in the event of Default  
20 Defendants timely cure, and payment in full is made by the Defendants in accordance with the  
21 terms of this Judgment.

22 11. Within ten (10) days of Plaintiffs' receipt and negotiation of the payments  
23 described herein, this obligation will have been satisfied and Plaintiffs shall deliver to the  
24 Defendants a written Satisfaction of Judgment and file the same with the Court. A Satisfaction of  
25 Judgment shall not be executed, filed or delivered until all of Defendants' obligations under this  
26 Judgment have been fully performed.

27 12. Defendants have consulted the attorney of their choice and fully understand the  
28

1 obligations and consequences of the Stipulation and this Judgment.

2 DATED and done this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

UNITED STATES DISTRICT COURT JUDGE

6 CHRISTENSEN JAMES & MARTIN

7 By: Wesley J. Smith  
8 Wesley J. Smith, Esq.  
9 Attorneys for Plaintiffs

BEALE STREET BLUES COMPANY-LAS VEGAS, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

10 DATED this 30<sup>th</sup> day of May, 2014.

DATED this \_\_\_\_ day of May, 2014.

11 By: \_\_\_\_\_  
12 Stewart Thomas Peters

BEALE STREET BLUES COMPANY, INC.

13 DATED this \_\_\_\_ day of May, 2014.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

14 By: \_\_\_\_\_  
15 Donald Greenop

DATED this \_\_\_\_ day of May, 2014.

16 DATED this \_\_\_\_ day of May, 2014.

17 By: \_\_\_\_\_  
18 Curtis Peery

19 DATED this \_\_\_\_ day of May, 2014.

20 SUBMITTED BY:

APPROVED BY:

21 CHRISTENSEN JAMES & MARTIN

COOPER LEVENSON, P.A.

22 By: Wesley J. Smith  
23 Wesley J. Smith, Esq.  
24 Nevada Bar No. 11871  
24 7440 W. Sahara Ave.  
25 Las Vegas, Nevada 89117  
25 Attorneys for Plaintiffs

By: \_\_\_\_\_  
Katherine M. Morris, Esq.  
New Jersey Bar No. 009551997  
Admitted Pro Hac Vice  
6060 Elton Avenue, Suite A  
Las Vegas, Nevada 89107  
Attorneys for Defendants

26 DATED this 30<sup>th</sup> day of May, 2014.

DATED this \_\_\_\_ day of May, 2014.


1 obligations and consequences of the Stipulation and this Judgment.

2 Dated: June 2, 2014.

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UNITED STATES DISTRICT COURT JUDGE

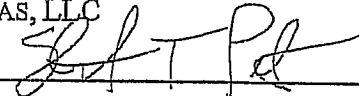
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CHRISTENSEN JAMES & MARTIN

BEALE STREET BLUES COMPANY-LAS VEGAS, LLC

7

By: \_\_\_\_\_  
Wesley J. Smith, Esq.  
Attorneys for Plaintiffs

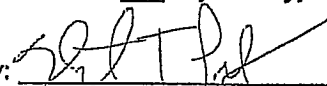
By:   
Its: MANAGER

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10 DATED this \_\_\_ day of May, 2014.

DATED this 29 day of May, 2014.

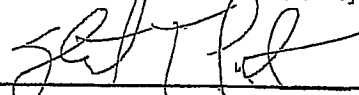
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By:   
Stewart Thomas Peters

BEALE STREET BLUES COMPANY, INC.

12

13 DATED this 29 day of May, 2014.

By:   
Its: PRESIDENT

14


By:   
Donald Greenop

15

16 DATED this 23 day of May, 2014.

DATED this 29 day of May, 2014.

17

By:   
Curtis Peery

19

DATED this 21 day of May, 2014.

20

SUBMITTED BY:

APPROVED BY:

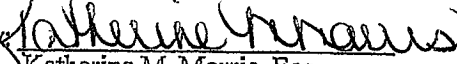
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CHRISTENSEN JAMES & MARTIN

COOPER LEVENSON, P.A.

22

By: \_\_\_\_\_  
Wesley J. Smith, Esq.  
Nevada Bar No. 11871  
7440 W. Sahara Ave.  
Las Vegas, Nevada 89117  
Attorneys for Plaintiffs

By:   
Katherine M. Morris, Esq.  
New Jersey Bar No. 009551997  
Admitted Pro Hac Vice  
6060 Elton Avenue, Suite A  
Las Vegas, Nevada 89107  
Attorneys for Defendants

25

26 DATED this \_\_\_ day of May, 2014.

DATED this 30 day of May, 2014.

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OATH AND VERIFICATION

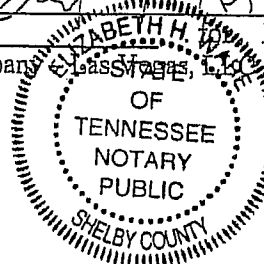
STATE OF Tennessee )  
: ss.  
COUNTY OF Shelby )

Stewart Thomas Petrus being first duly sworn upon oath, now verifies and declares that:  
1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and  
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further you affiant sayeth naught.

Elizabeth H. Ware  
Company Beale Street Blues

Subscribed and Sworn before me  
this 29<sup>th</sup> day of May, 2014.  
Elizabeth H. Ware  
Notary Public



my Commission  
Expires  
10/25/2015

OATH AND VERIFICATION

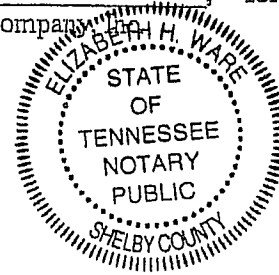
STATE OF Tennessee )  
: ss.  
COUNTY OF Shelby )

Stewart Thomas Petrus being first duly sworn upon oath, now verifies and declares that:  
1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and  
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further you affiant sayeth naught.

Elizabeth H. Ware  
Company Beale Street Blues

Subscribed and Sworn before me  
this 29<sup>th</sup> day of May, 2014.  
Elizabeth H. Ware  
Notary Public



my Commission  
Expires  
10/25/2015



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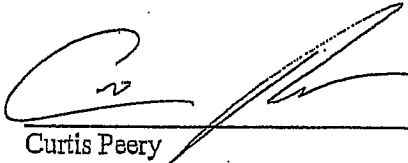
OATH AND VERIFICATION

STATE OF Tennessee )  
COUNTY OF Robertson ss.

Curtis Peery, being first duly sworn upon oath, now verifies and declares that:

1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

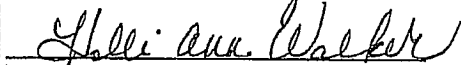
Further you affiant sayeth naught.




---

Curtis Peery

Subscribed and Sworn before me  
this 21 day of May, 2014.



Notary Public

