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

8 * * * * *

9 EMPLOYEE PAINTERS' TRUST, through
 10 their designated fiduciary John Smirk;
 11 INTERNATIONAL UNION OF PAINTERS
 12 & ALLIED TRADES INDUSTRY PENSION
 13 FUND; IUPAT FINISHING TRADES
 14 INSTITUTE; PAINTERS & ALLIED
 15 TRADES LABOR-MANAGEMENT
 16 COOPERATION INITIATIVE; IUPAT
 17 POLITICAL ACTION TOGETHER FUND,
 through their designated fiduciary, Gary
 Meyers; DISTRICT COUNCIL 16 JOINT
 APPRENTICE & TRAINING TRUST
 FUND; HOLIDAY & VACATION FUND;
 DISTRICT COUNCIL 16 STAR
 PROGRAM; LOCAL 567 ORGANIZING
 FUND; LOCAL 567 UNITY FUND, through
 their designated fiduciary, Todd Koch,

CASE NO.: 2:16-cv-00006-JAD-PAL

AMENDED JUDGMENT BY
CONFESSION

18 Plaintiffs,

19 vs.

20 OLYMPUS AND ASSOCIATES, INC. dba
 21 OLYMPUS PAINTING &
 SANDBLASTING, a Nevada corporation;
 LAZARUS G. TSIOPPOS, an individual

22 Defendants.

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 24 Pursuant to the express Stipulation and Consent for Entry of Amended Judgment by
 25 Confession ("Stipulation"), it is hereby ORDERED, ADJUDGED AND DECREED that:

26 1. This Court has jurisdiction of this case and venue is proper pursuant to Section
 27 301(a) of the Labor-Management Relations Act of 1947 ("LMRA"), as amended [29 U.S.C. §
 28 185(a)] and Sections 502(a)(3) and 502(e)(2) of the Employee Retirement Income Security Act

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1 of 1974 ("ERISA"), as amended [29 U.S.C. §§ 1132(a)(3) & 1132(e)(2)]. Pursuant to 28 U.S.C.
2 § 1367 this Court has ancillary jurisdiction over any secondary causes of action.

3 2. The Plaintiff Trusts are express trusts created pursuant to written declarations of
4 trust, consistent with Section 302(c) of the LMRA, as amended [29 U.S.C. § 186(c)], and bring
5 this action in accordance with Sections 502(d)(1), 502(a)(3) and 515 of ERISA, as amended [29
6 U.S.C. § 1001, *et seq.*]. The Trusts maintain offices in Nevada for the purpose of administering
7 benefits.

8 3. At all times material herein, the International Union of Painters and Allied Trades,
9 District Councils 15 and 16 ("Unions") have been labor organizations representing employees
10 in the construction industry in Nevada. The Unions are labor organizations representing
11 employees in an industry affecting commerce within the meaning of Section 301(a) of the
12 LMRA, as amended [29 U.S.C. § 185(a)].

13 3. The above-named Plaintiff Trust Funds (hereinafter "Plaintiffs" or "Trusts") shall
14 take Amended Judgment by Confession ("Amended Judgment") against Defendants
15 OLYMPUS AND ASSOCIATES, INC. dba OLYMPUS PAINTING & SANDBLASTING
16 (hereinafter "Olympus") and LAZARUS G. TSIOPOS (hereinafter "Mr. Tsiopos") (collectively
17 Olympus and Mr. Tsiopos are the "Defendants"), for the sum of One Hundred Sixty Seven
18 Thousand One Hundred Sixty-Two and 96/100 Dollars (\$167,162.96), which sum includes all
19 known fringe benefit contributions owed to the Trusts for work performed during the period of
20 April 1, 2011 through February 29, 2016 ("Delinquency Period"), plus pre-judgment interest,
21 liquidated damages, audit fees, attorney's fees and costs. Interest shall accrue on the Judgment
22 Amount, less any payments received, at the rate of seven percent (7%) per annum until paid in
23 full.

24 4. The Judgment Amount shall be paid to Plaintiffs as third party beneficiaries under
25 the terms of the various Trust Agreements creating the Trusts, which are incorporated into
26 written collective bargaining agreements ("Labor Agreements") between Olympus and the
27 Unions.
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1 5. Mr. Tsiopos, as an individual and authorized representative of Olympus, has
2 participated in the negotiation of the Labor Agreements, has knowledge of the Judgment
3 Amount and has agreed to be personally and separately liable for the Judgment Amount and for
4 compliance with the terms and conditions as set forth below.

5 6. This Amended Judgment includes settlement of all known claims by Plaintiffs for
6 fringe benefit contributions and damages owed to the Trusts for the Delinquency Period for
7 work performed under the jurisdiction of Olympus' Labor Agreements with the Unions. This
8 Amended Judgment is not intended to, and it does not, resolve, address or secure claims that are
9 as yet unknown to the Trusts, including any claims that may later be revealed by Audit for any
10 period that has not been audited. The Trusts reserve all audit rights for periods that have not
11 been audited.

12 7. The Judgment Amount, including interest on the declining balance and any after-
13 accruing amounts, shall be paid by Defendants, as follows:

- 14 a. Payment Number 1 in the amount of Eighty Seven Thousand Four Hundred
15 Dollars (\$87,400.00) shall be paid to the Plaintiffs on or before April 1, 2016;
- 16 b. Payment Number 2 in the amount of Five Thousand Nine Hundred Sixty and
17 05/100 Dollars (\$5,960.05) shall be paid to the Plaintiffs on or before April 5,
18 2016;
- 19 c. Payment Numbers 3 through 10 in the amount of Nine Thousand Three Hundred
20 Forty Dollars (\$9,340.00) per month shall be paid to the Plaintiffs commencing on
21 April 5, 2016 and continuing on or before the fifth (5th) day of each month
22 thereafter; and
- 23 d. Payment Number 11 in the amount of One Thousand Sixty and 88/100 Dollars
24 (\$1,060.88) shall be paid to the Plaintiffs on or before December 5, 2016.

25 The Payments detailed above include interest scheduled to accrue at seven percent (7%) per
26 annum. Subject only to the Defendants' right to cure as set forth herein, Payment Number 11,
27 the Final Payment, shall be increased to include any late fees and after-accruing attorney's fees
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1 and costs incurred by Plaintiffs relating to this Amended Judgment for collection of the
2 amounts referenced herein.

3 8. Payment Number 1 shall be paid to the Plaintiffs by wire transfer to Account
4 Number 4121998322 in the name of Employee Painters Trust at Wells Fargo Bank, N.A., ABA
5 Routing Number 121000248. All subsequent payments required herein shall be made payable
6 to "Painters Joint Trust Funds" and shall be remitted to Plaintiffs' attorney, Christensen James
7 & Martin, at 7440 W. Sahara Ave., Las Vegas, Nevada 89117, or at such other location as the
8 Defendants are notified in writing. Should any of Defendants' payments be returned for
9 insufficient funds, all subsequent payments shall be made using cashier's checks or money
10 orders.

11 9. As further consideration, to avoid any additional delinquencies and to fully
12 resolve the legal claims asserted by the Plaintiffs, in addition to paying the Judgment Amount
13 as required by the foregoing terms, the Defendants shall timely pay all contributions that fall
14 due to the Plaintiffs pursuant to the provisions of any collective bargaining agreement or labor
15 agreement to which Defendants are signatory or bound that requires the payment of
16 contributions to the Trust Funds for covered labor performed by Defendants' employees,
17 including but not limited to the Labor Agreements with the Unions, while any portion of the
18 Judgment Amount remains unpaid. The Defendants shall remit a monthly report to the Trusts
19 listing hours worked by their covered employees and shall submit a check to the Trusts to pay
20 contributions owed for such hours. The reports and payments shall be delivered to the Plaintiffs
21 or their designee(s) on or before the last day of the month following the calendar month in
22 which the covered hours of work listed on the reports are performed (i.e., the contributions for
23 work performed in March 2016 are due no later than April 30, 2016).

24 10. The Defendants shall have the right at any time to prepay the entire balance of the
25 Judgment Amount owed, or any portion thereof, without incurring a prepayment penalty.
26 However, interest will continue to accrue on any amount that remains unpaid.

27 11. During the period that the Defendants timely make the required payments and
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1 faithfully performs under this Amended Judgment, the Plaintiffs shall stay claims against Bond
2 Nos. 929140341, 929370398 and 929440396 issued to Olympus by Western Surety Company
3 for or on account of Olympus's Nevada and California contractor licenses ("Bonds").

4 12. As security for this Amended Judgment, Olympus, by and through its affiliate
5 Tinos Associates, LLC, shall grant a Deed of Trust in the Judgment Amount to the Plaintiffs on
6 real property where Defendants maintain their principal place of business located at 405 Lovitt
7 Lane, Reno, Nevada 89506. The Deed of Trust is incorporated herein by reference. Subject
8 only to the right to cure set forth in Paragraph 13, should Defendants default under any of the
9 terms required herein, the Plaintiffs shall have the right to exercise their rights under the Deed
10 of Trust, including power of sale as set forth in Nevada Revised Statutes Chapter 107.

11 13. Should Defendants fail to satisfy any of the conditions in this Judgment, a written
12 Notice of Default shall immediately be delivered by United States First Class Mail and E-Mail
13 to: Olympus Painting & Sandblasting, Attn: Lyndsey Tsiopos, 405 Lovitt Lane, Reno, Nevada
14 89506, gtsiopos@aol.com and lyndsey1282@gmail.com. Each such Notice required to be sent
15 shall result in an automatic late fee and collection charge of \$150.00 (which will be applied as a
16 credit against any attorney's fees and costs incurred as a result of the Default) to be paid in
17 addition to any payment that Defendants have failed to pay and shall be paid immediately with
18 the cure payment. If Defendants thereafter fail to make the required payment(s) or otherwise
19 fail to comply with the conditions of such paragraphs within ten (10) days of the date of such
20 Notice, then:

- 21 a. Any reasonable attorney's fees and costs incurred by the Plaintiffs to collect the
22 amounts owed under this Amended Judgment, shall be added to the balance owed
23 under this Amended Judgment;
- 24 b. Defendants waive any and all objections or defenses pertaining to the Bonds and
25 Plaintiffs shall have the unconditional and immediate right to collect the proceeds
26 of the Bonds for whatever amount then remains due and owing, including after-
27 accruing attorney's fees, without further notice to the Defendants or Order from
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- 1 the Court;
- 2 c. Plaintiffs shall have the unconditional and immediate right to execute upon the
- 3 Amended Judgment for whatever amount then remains due and owing without
- 4 further notice to the Defendants or ~~Order from the Court~~;
- 5 d. Plaintiffs shall have the immediate right to exercise their rights under the Deed of
- 6 Trust, including power of sale, without further notice to the Defendants or Order
- 7 from the Court, except as may be required by Nevada Revised Statutes Chapter
- 8 107; and
- 9 e. Interest on any unpaid Judgment balance shall accrue at the rate of seven percent
- 10 (7%) from the date of the Default until it is paid in full.
- 11 14. Execution on this Amended Judgment shall be stayed through December 5, 2016,
- 12 provided that payment in full is made by Defendants in accordance with the terms of this
- 13 Amended Judgment. In the event of Default and failure to cure as set forth herein, the stay of
- 14 execution shall be immediately lifted and Plaintiffs shall have the right to execute upon this
- 15 Amended Judgment without further notice to Defendants or Order from the Court.
- 16 15. Upon Plaintiffs' receipt and negotiation of payment of the entire Judgment
- 17 Amount, this obligation will have been satisfied and Plaintiffs shall record a discharge,
- 18 reconveyance, or release of the Deed of Trust with the Washoe County Recorder and file a
- 19 written Satisfaction of Judgment with the Court. A discharge, reconveyance, or release of the
- 20 Deed of Trust shall not be executed or recorded and a Satisfaction of Judgment shall not be
- 21 executed or filed until all of Defendants' obligations under this Amended Judgment have been
- 22 fully performed and satisfied.
- 23 16. The following potential claims are reserved by the Trusts: (i) any claims unrelated
- 24 to the Judgment Amount, accruing before or after the effective date of this Amended Judgment,
- 25 including, without limitation, claims by any of the Trusts for additional contributions and
- 26 related damages that may be due and owing to any of the Trusts pursuant to the provisions of
- 27 any collective bargaining agreement to which Defendants may be bound that requires the
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1 payment of contributions to the Trusts; (ii) the obligation of Defendants or any trade or
2 business under common control of Defendants (to the extent Defendants or any trade or
3 business under common control with Defendants has any obligation) to pay, and the rights of
4 the Trusts to assess and collect, withdrawal liability pursuant to 29 U.S.C. § 1381 *et. seq.*
5 (including the use of Defendants' contribution history for purposes of calculating any
6 withdrawal liability); and (iii) any additional claims discovered by audit for any period.

7 17. The Stipulation for Entry and this Amended Judgment shall be considered one
8 instrument and shall become binding when signed. Signatures to the Stipulation for Entry and
9 Amended Judgment, as provided via facsimile or scanned document, shall be valid and shall be
10 deemed the equivalent of original signatures.

11 18. Defendants have had the opportunity to consult an attorney of their choice and
12 fully understand the obligations and consequences of this Judgment.

13 19. The Clerk of Court is instructed to enter judgment accordingly and
14 CLOSE THIS CASE.

15 Dated: March 25, 2016.

16 
UNITED STATES DISTRICT COURT JUDGE

17 Submitted by:
18 CHRISTENSEN JAMES & MARTIN
19 By: /s/ Wesley J. Smith
Attorneys for Plaintiffs

CHRISTENSEN JAMES & MARTIN
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
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1 CHRISTENSEN JAMES & MARTIN

OLYMPUS AND ASSOCIATES, INC. dba
OLYMPUS PAINTING & SANDBLASTING

2 By: [Signature]
3 Wesley J. Smith, Esq.
4 Nevada Bar No. 11871
Attorneys for Plaintiffs

By: LAZARUS TSIPOPOS
Its: SECRETARY / TREASURER

5 Date: March 18, 2016

Date: March 17, 2016

6 LAZARUS G. TSIPOPOS

7 [Signature]

8 Date: March _____, 2016

9 OATH AND VERIFICATION

10 STATE OF NEVADA)
11 : ss.
12 COUNTY OF WASHOE)

13 LAZARUS TSIPOPOS, as secretary/treas^{UR} of OLYMPUS AND ASSOCIATES,
14 INC. dba OLYMPUS PAINTING & SANDBLASTING, being first duly sworn upon oath, now
15 verifies and declares that:

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

20 Further you affiant sayeth naught.

21 [Signature]
22 as Secretary/Treasurer of OLYMPUS AND
23 ASSOCIATES, INC. dba OLYMPUS PAINTING
24 & SANDBLASTING

25 Subscribed and Sworn before me
26 this 17 day of March, 2016.



27 Stacy Chavez
28 Notary Public

OATH AND VERIFICATION

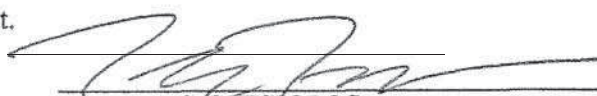
STATE OF NEVADA)
: ss.
COUNTY OF WASHOE)

LAZARUS G. TSIPOPOS, being first duly sworn upon oath, now verifies and declares that:

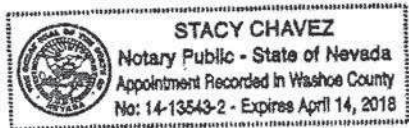
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1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further you affiant sayeth naught.


 LAZARUS G. TSIOPOS

Subscribed and Sworn before me
this 17 day of March, 2016.




 Notary Public

CHRISTENSEN JAMES & MARTIN
 7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
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