

1 **THE URBAN LAW FIRM**  
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10 UNITED STATES DISTRICT COURT  
 11 DISTRICT OF NEVADA

12 THE BOARD OF TRUSTEES OF THE  
 13 CONSTRUCTION INDUSTRY AND  
 14 LABORERS HEALTH AND WELFARE  
 15 TRUST; THE BOARD OF TRUSTEES OF THE  
 16 CONSTRUCTION INDUSTRY AND  
 17 LABORERS JOINT PENSION TRUST; THE  
 18 BOARD OF TRUSTEES OF THE  
 19 CONSTRUCTION INDUSTRY AND  
 20 LABORERS VACATION TRUST; THE  
 21 BOARD OF TRUSTEES OF SOUTHERN  
 22 NEVADA LABORERS LOCAL 872  
 23 TRAINING TRUST,

24 Plaintiffs,

25 vs.

26 SPECIALTY CONTRACTING CO. d/b/a  
 27 DIVERSIFIED DEMOLITION CO.

28 Defendant.

CASE NO: 2:17-cv-1938-APG-VCF

**CONFESSION AND STIPULATION  
 TO ENTRY OF JUDGMENT UNDER  
 29 U.S.C. § 1001 et seq. "ERISA"**

**JUDGMENT**

Specialty Contracting Co. d/b/a Diversified Demolition Co. ("Employer"), hereby stipulates and consents to entry of judgment in favor of Plaintiffs, The Board of Trustees of the Construction Industry and Laborers Health and Welfare Trust; The Board of Trustees of the Construction Industry and Laborers Joint Pension Trust; The Board of Trustees of the Construction Industry and Laborers Vacation Trust; The Board of Trustees of Southern Nevada Laborers Local 872 Training Trust (collectively "Trust Funds"), against Employer, in the total sum of \$837,011.04 for delinquent employee benefit contributions, liquidated damages, interest, and attorney's fees and costs.

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 4270 S. Decatur Blvd., Suite A-9  
 Las Vegas, Nevada 89103

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 agreement  
3 ("CBA") with the Laborers International Union of North America, Local 872 ("Union"), in which  
4 Employer agreed to abide by the trust agreements establishing the respective Trust Funds and any  
5 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 of  
10 February and March 2017, as well as for late reports and shortages for the months of September  
11 through December 2016, Employer owes the Trust Funds delinquent employee benefit contributions  
12 and resulting ancillary costs described in the next paragraph.

13 4. Employer owes the Trust Funds a total of \$837,011.04 in unpaid employee benefit  
14 contributions, past interest, liquidated damages, administrative fees and attorney's fees.

15 5. A representative of the Employer, entered into a settlement agreement in which  
16 Employer agreed to be liable for payment of the Debt owed by Employer.

17 6. This Stipulated/Consent Judgment is entered into by and between Employer and the  
18 Trust Funds for employee benefit contributions and related interest, liquidated damages,  
19 administrative fees and attorney's fees and costs owed to the Trust Funds by the Employer pursuant  
20 to the Employee Retirement Income Security Act of 1974.

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1           7.     The Parties agree that any payment made to satisfy this Judgment will be provided  
2 for within a declaration signed by the Trust Funds' counsel and any after accruing fees or costs  
3 incurred by Trust Funds will be included in the entered judgment.  
4

5 Dated:                     , 2017           **THE URBAN LAW FIRM**

6  
7 By:   
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14 Counsel for Plaintiffs

15 Dated:                     , 2017           **SPECIALTY CONTRACTING CO. d/b/a**  
16 **DIVERSIFIED DEMOLITION CO.**

17 By:   
18 Kenneth M. Mercurio  
19 President of Defendant

### 20 **JUDGMENT**

21 Judgment is hereby entered against Specialty Contracting Co. d/b/a Diversified Demolition  
22 Co. and in favor of the Trust Funds in the amount of \$631,355.31.

23 Dated: July 24, 2017.

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25 UNITED STATES DISTRICT JUDGE  
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