

# **EXHIBIT B**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

TRUSTEES of the CHICAGO REGIONAL )  
COUNCIL OF CARPENTERS PENSION FUND, )  
CHICAGO REGIONAL COUNCIL OF )  
CARPENTERS WELFARE FUND, and CHICAGO ) CASE NO. 08CV6265  
REGIONAL COUNCIL OF CARPENTERS )  
APPRENTICE & TRAINEE PROGRAM FUND, )  
 ) JUDGE KENDALL  
 )  
Plaintiffs, )  
vs. )  
 )  
EXEL INTERIOR CONSTRUCTION, INC., )  
 )  
 )  
Defendant. )

**DECLARATION OF JOHN LIBBY**

Pursuant to U.S.C. § 1746, I, John Libby, do declare under penalty of perjury that the following is true and correct:

1. I am the Audit Supervisor of the Employer Contributions Department for the Chicago Regional Council of Carpenters Pension Fund and the Chicago Regional Council of Carpenters Welfare Fund (collectively, the "Trust Funds"), and in such capacity I am authorized to make this Declaration on behalf of the Trust Funds.

2. The Defendant executed an Agreement with the Chicago Regional Council of Carpenters ("Union") whereby it agreed to be bound by the provisions of a Collective Bargaining Agreement and to all Collective Bargaining Agreements subsequently negotiated.

3. Pursuant to the provisions of the Agreement and the Collective Bargaining Agreements, the Defendant agreed to be bound by the provisions of the Agreements and Declarations of Trust, which created the Plaintiffs' Trust Funds.

4. The Plaintiffs audited the books and records of the Defendant, EXEL INTERIOR CONSTRUCTION, INC., to verify that all contributions were submitted. The audit revealed that the Defendant breached the provisions of the Collective Bargaining Agreement by underpaying contributions that are owed to the Trust funds based upon the hours worked by employees and/or measured by the hours worked by subcontractors during the period of July 2005 through June 2007. The contributions owed to the Trust Funds as a

consequence of this breach are \$5,358.40.

5. The Defendant owes liquidated damages on the unpaid ERISA contributions in the amount of \$1,071.68 for the period July 2005 through June 2007 pursuant to the Collective Bargaining Agreements, the Trust Agreements and 29 U.S.C. §1132(g)(2)(C)(ii).

6. Because of Defendant's failure to pay contributions in a timely manner, interest is owed on the recently paid contributions. The interest calculation is based on the ERISA Section awarding such interest, 29 U.S.C. § 1132(g)(2) and because the relevant Trust Agreements do not specify the rate of interest, the calculations were done pursuant to Section 6621 of the Internal Revenue Code. The amount of interest owed is \$738.00.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in this Declaration is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
John Libby, Audit Supervisor

Summary of Contributions, Liquidated Damages & Interest Due  
For The Reporting Period(s) Specified Below  
Computed Through February 20, 2009

**Employer Information**

File Number 23885  
Name EXEL INTERIOR CONSTRUCTION INC  
Address 8449 W 151ST STREET  
City, State ORLAND PARK, IL. 60462-0000  
Telephone

Page Number 1 of 3  
Reference Number: 8-1  
Date Printed: 02/20/2009

| Reporting Period       | Delinquent Contributions | Liquidated Damages (1) | Interest(1)      | Total Due          |
|------------------------|--------------------------|------------------------|------------------|--------------------|
| September, 2005        | \$ (1,422.40)            |                        | \$ (377.08)      | \$ (1,799.48)      |
| October, 2005          | 177.80                   | \$ 144.73              | 45.81            | 368.34             |
| November, 2005         | 304.80                   | 239.94                 | 76.33            | 621.07             |
| January, 2006          | (101.60)                 |                        | (23.95)          | (125.55)           |
| February, 2006         | 203.20                   | 144.10                 | 46.55            | 393.85             |
| March, 2006            | 577.85                   | 395.18                 | 128.18           | 1,101.21           |
| June, 2006             | 514.75                   | 314.16                 | 102.99           | 931.90             |
| July, 2006             | 348.00                   | 204.11                 | 66.81            | 618.92             |
| August, 2006           | 1,044.00                 | 587.86                 | 192.03           | 1,823.89           |
| September, 2006        | (14.50)                  |                        | (2.55)           | (17.05)            |
| October, 2006          | 58.00                    | 30.00                  | 9.76             | 97.76              |
| November, 2006         | (435.00)                 |                        | (69.88)          | (504.88)           |
| December, 2006         | (14.50)                  |                        | (2.22)           | (16.72)            |
| January, 2007          | 826.50                   | 372.71                 | 119.85           | 1,319.06           |
| March, 2007            | 3,045.00                 | 1,243.51               | 396.91           | 4,685.42           |
| May, 2007              | 246.50                   | 90.48                  | 28.44            | 365.42             |
| <b>Grand Total (3)</b> | <b>\$ 5,358.40</b>       | <b>\$ 1,071.68</b>     | <b>\$ 738.00</b> | <b>\$ 7,168.08</b> |

(1) See Attached Computation

(3) Total Damages Capped at 20.00% in Accordance With ERISA Limitation

Total Amount Due : \$ 7,168.08 If Paid by February 20, 2009