

Exhibit B

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

CENTRAL STATES, SOUTHEAST AND)	
SOUTHWEST AREAS PENSION FUND,)	
and HOWARD McDOUGALL, trustee,)	
)	Case No. 09 C 1112
Plaintiffs,)	
)	District Judge Joan Humphrey Lefkow
v.)	
)	Magistrate Judge Susan E. Cox
AMERICAL, LLC, a Michigan limited)	
liability company,)	
)	
Defendant.)	

AFFIDAVIT OF JUAN J. BEATON

State of Illinois)
) SS
County of Cook)

I, Juan J. Beaton, having been duly sworn on oath, depose and state as follows:

1. I am the Division Manager - Collections at the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund"). I have personal knowledge of the facts set forth below and would be competent to testify as to these facts if called as a witness in this matter.

2. I am responsible for managing the collection of past due employer contributions owed to the Pension Fund, including past due employer contributions owed by Defendant Americal LLC, a Michigan limited liability company ("Americal").

3. In the regular course of business, the Pension Fund keeps and maintains files relating to the contributions owed by Americal to the Pension Fund. The file is under my dominion and control.

4. On the date this action was filed and to the present date, Plaintiff Howard McDougall was and is one of the trustees and a fiduciary of the Pension Fund. The Trustees are the plan sponsors of the Fund within the meaning of Section 4001(a)(10) of ERISA, 29 U.S.C. § 1301(a)(10).

5. The Pension Fund is a multiemployer plan which is administered at its principal place of business at 9377 West Higgins Road, Rosemont, Illinois 60018-4938.

6. The Pension Fund receives employer contributions from employers pursuant to collective bargaining agreements by and between employers and various local unions affiliated with the International Brotherhood of Teamsters ("IBT"). All principal and income from such contributions and investments thereof is held and used for the exclusive purpose of providing benefits to participants and beneficiaries of the Pension Fund and paying the administrative expenses of the Pension Fund.

7. The Pension Fund's records indicate that Americal was bound by a collective bargaining agreement entered into with Local Union No. 247 of the IBT ("Local 247") under which Americal was required to pay employer contributions to the Pension Fund on behalf of certain of its employees.

8. Americal entered into a Fringe Benefit Contribution Agreement with Local 247 pursuant to which Americal agreed to pay contributions to the Pension Fund on behalf of certain covered employees.

9. Americal also entered into a Participation Agreement with Local 247 that requires Americal to pay contributions to the Pension Fund.

10. Americal is bound by the Pension Fund's Trust Agreement.

11. Pursuant to the collective bargaining agreement, Fringe Benefit Contribution Agreement, Participation Agreement and Settlement Agreement entered into by the parties in the above-captioned case, Americal has not paid all employer contributions owed by Americal to the Pension Fund for the period of June 2009 and July 2009 in the principal amount of \$2,203.20. A true and genuine copy of the Pension Fund's Breakdown of Contributions Outstanding for Defendant is attached hereto as Exhibit 1 and is incorporated herein by reference.

12. Americal has also not paid all the amounts due pursuant to the payment plan contained in the Settlement Agreement between the parties, still owing \$246.00.

13. The Pension Fund is entitled to the following relief when prevailing in an action under Section 515 of ERISA, 29 U.S.C. § 1145:

- (i) the unpaid contributions;
- (ii) interest on the unpaid contributions;
- (iii) an amount equal to the greater of the interest or liquidated damages as provided under the Plan in an amount not in excess of twenty percent (20%) of the unpaid contributions; and
- (iv) reasonable attorney's fees and costs.

14. Pursuant to the terms of the Pension Fund's Trust Agreement, the Pension Fund is entitled to pre-judgment interest on the entire outstanding balance at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by JPMorgan Chase Bank, NA for the fifteenth (15th) day of the month for which interest is charged and shall be compounded annually.

15. Through August 31, 2009, Americal owes interest on the unpaid employer contributions in the total amount of \$6.72 to the Pension Fund.

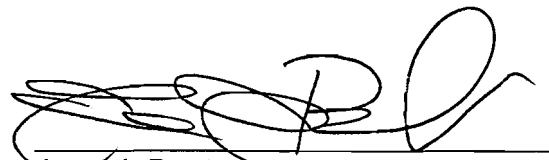
16. Pursuant to the terms of the Pension Fund's Trust Agreement, the Pension Fund is entitled to the greater of doubled interest or liquidated damages in the amount of twenty percent (20%) of unpaid employer contributions.

17. Americal owes liquidated damages in the greater amount of twenty percent (20%) of the unpaid employer contributions in the total amount of \$440.64 to the Pension Fund.

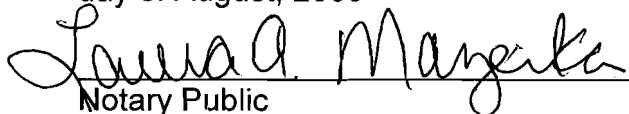
18. As a result of Americal's failure to pay all of the contributions owed by Americal to the Pension Fund, Americal is indebted in the total amount of \$2,896.56 to the Pension Fund, exclusive of attorney's fees.

19. Under the Pension Fund's Trust Agreement, interest on a judgment entered against an employer is computed and charged at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by JPMorgan Chase Bank, NA for the fifteenth day of the months for which the interest is charged.

FURTHER AFFIANT SAYETH NOT.


Juan J. Beaton

Subscribed and sworn to before
me, a Notary Public, this 31st
day of August, 2009


Notary Public

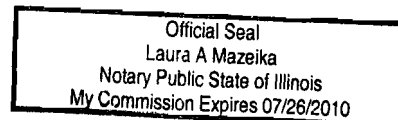


Exhibit 1

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND

BREAKDOWN OF CONTRIBUTIONS OUTSTANDING
AS OF AUGUST 31, 2009

AMERICAL, LLC
ACCOUNT NO. 0216451-0100

TRANS. NO	DESCRIPTION	AMOUNT	INT. THRU 08/31/09*	PAYMENTS APPLIED	DATE POSTED	BALANCE DUE
1945856	Pay Plan	7,198.22	11.28	2,500.00 1,500.00 750.00 750.00 750.00 948.22	04/29/2009 05/14/2009 05/20/2009 06/01/2009 06/03/2009 06/11/2009	11.28
1945860	Liq Damages/Attny Fees/Costs	3,015.62	20.88	551.78 1,500.00 750.00	06/11/2009 06/25/2009 07/06/2009	234.72
1960748	06/2009 Billing	1,101.60	6.72	0.00		1,108.32
1981741	07/2009 Billing	1,101.60	0.00	0.00		1,101.60
TOTALS		<u>\$12,417.04</u>	<u>\$38.88</u>	<u>\$10,000.00</u>		<u>\$2,455.92</u>

FOOTNOTES:

*Interest thru 08/31/09
computed on individual items
from date due.

**MEMBER CONTRIBUTION REPORT
MEMBER INFORMATION**

Report Date : 08/31/2009

Page 1 of 1

Employer : AMERICAL LLC
Period Start : 05/31/2009 - Period Stop : 07/25/2009
Sorted by : Terminal - Member Name

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
BODNAR, JOEY, A			SSN: ██████████		Year: 2009			ETLC No. 0216451 - 0100 - 00247A			Employee Type : Regular		
12/28	02/01	03/01	03/29	04/26	05/31 ACT	1	06/28 ACT	1	07/26	08/30	09/27	11/01	11/29
01/04	02/08	03/08	04/05	05/03	06/07 ACT	1	07/05 ACT	1	08/02	09/06	10/04	11/08	12/06
01/11	02/15	03/15	04/12	05/10	06/14 ACT	1	07/12 ACT	1	08/09	09/13	10/11	11/15	12/13
01/18	02/22	03/22	04/19	05/17	06/21 ACT	1	07/19 ACT	1	08/16	09/20	10/18	11/22	12/20
01/25				05/24				08/23		10/25			
H&W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$0.00	4	\$0.00	\$0.00	\$0.00	\$0.00
PEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$367.20		\$367.20		\$0.00	\$0.00	\$0.00	\$0.00
Year: 2009		H&W \$0.00		PEN		Weeks: 8		\$734.40					
MARRICAL, CHARLES			SSN: ██████████		Year: 2009			ETLC No. 0216451 - 0100 - 00247A			Employee Type : Regular		
12/28	02/01	03/01	03/29	04/26	05/31 LOU		06/28 LOU		07/26	08/30	09/27	11/01	11/29
01/04	02/08	03/08	04/05	05/03	06/07 LOU		07/05 LOU		08/02	09/06	10/04	11/08	12/06
01/11	02/15	03/15	04/12	05/10	06/14 LOU		07/12 LOU		08/09	09/13	10/11	11/15	12/13
01/18	02/22	03/22	04/19	05/17	06/21 LOU		07/19 LOU		08/16	09/20	10/18	11/22	12/20
01/25				05/24				08/23		10/25			
H&W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
PEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Year: 2009		H&W \$0.00		PEN		\$0.00							
PIOTROWSKI, THOMAS			SSN: ██████████		Year: 2009			ETLC No. 0216451 - 0100 - 00247A			Employee Type : Regular		
12/28	02/01	03/01	03/29	04/26	05/31 ACT	1	06/28 ACT	1	07/26	08/30	09/27	11/01	11/29
01/04	02/08	03/08	04/05	05/03	06/07 ACT	1	07/05 ACT	1	08/02	09/06	10/04	11/08	12/06
01/11	02/15	03/15	04/12	05/10	06/14 ACT	1	07/12 ACT	1	08/09	09/13	10/11	11/15	12/13
01/18	02/22	03/22	04/19	05/17	06/21 ACT	1	07/19 ACT	1	08/16	09/20	10/18	11/22	12/20
01/25				05/24				08/23		10/25			
H&W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$0.00	4	\$0.00	\$0.00	\$0.00	\$0.00
PEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$367.20		\$367.20		\$0.00	\$0.00	\$0.00	\$0.00
Year: 2009		H&W \$0.00		PEN		Weeks: 8		\$734.40					
TARDIFF, JEFFREY, D			SSN: ██████████		Year: 2009			ETLC No. 0216451 - 0100 - 00247A			Employee Type : Regular		
12/28	02/01	03/01	03/29	04/26	05/31 ACT	1	06/28 ACT	1	07/26	08/30	09/27	11/01	11/29
01/04	02/08	03/08	04/05	05/03	06/07 ACT	1	07/05 ACT	1	08/02	09/06	10/04	11/08	12/06
01/11	02/15	03/15	04/12	05/10	06/14 ACT	1	07/12 ACT	1	08/09	09/13	10/11	11/15	12/13
01/18	02/22	03/22	04/19	05/17	06/21 ACT	1	07/19 ACT	1	08/16	09/20	10/18	11/22	12/20
01/25				05/24				08/23		10/25			
H&W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$0.00	4	\$0.00	\$0.00	\$0.00	\$0.00
PEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$367.20		\$367.20		\$0.00	\$0.00	\$0.00	\$0.00
Year: 2009		H&W \$0.00		PEN		Weeks: 8		\$734.40					
Report totals:													
H&W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
PEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1101.60		\$1101.60		\$0.00	\$0.00	\$0.00	\$0.00