

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

TRUSTEES OF THE SUBURBAN TEAMSTERS	)	
OF NORTHERN ILLINOIS PENSION FUND	)	
	)	
Plaintiff,	)	
	)	No. 09 C 2341
v.	)	
	)	Judge Castillo
R. A. BRIGHT CONSTRUCTION, INC.	)	
an Illinois corporation,	)	Magistrate Judge Mason
	)	
Defendant.	)	

AFFIDAVIT

JOSE M. COLIN, upon being first duly sworn deposes and states as follows:

1. Affiant is employed by the Suburban Teamsters Pension Fund ("Fund") as the Fund Administrator and is familiar with the facts underlying this case.
2. R. A. Bright Construction, Inc. was subject to a collective bargaining agreement with Teamsters Local 179 requiring it to make contributions to the Fund on behalf of certain of its employees.
3. The Fund has determined that during the plan year from January 1, 2008 to December 31, 2008, the Bright Control Group permanently ceased to have an obligation to contribute to the Pension Fund therefore effecting a "complete withdrawal" as defined in Section 4203 of ERISA, 29 U.S.C. § 1383.

4. As a result of this complete withdrawal, all entities constituting the Bright Control Group, including Defendant R. A. Bright Construction, Inc. incurred actuarially computed withdrawal liability to the Fund in the amount of \$1,451,207.00 as determined under Section 4201(b) of ERISA, 29 U.S.C. § 1381(b) which is now due and owing for which the Fund has brought suit to collect.

5. On or about January 7, 2009, R. A. Bright Construction, Inc., received a notice and demand for payment of withdrawal liability issued by the Fund in accordance with Sections 4202(2) and 4219(b)(1) of ERISA, 29 U.S.C. §§ 1382(2) and 1399(b)(1). No response or request for arbitration was sent by Bright.

6. The notice notified R. A. Bright Construction, Inc. that it was required to discharge its liability in twelve (12) quarterly payments beginning with an initial January 15, 2009 payment of \$134,820.00, continuing with ten (10) subsequent payments of \$134,820.00 due on April 15, 2009, July 15, 2009, October 15, 2009, January 15, 2010, April 15, 2010, July 15, 2010, October 15, 2010, January 15, 2011, April 15, 2011, July 15, 2011 and concluding with a final payment of \$69,660.00 due on October 15, 2011.

7. On or about April 16, 2009 the Bright Control Group through R. A. Bright Construction, Inc., received a notice from the Fund pursuant to 29 U.S.C. § 1399(c)(5)(A) that its January 15, 2009 and April 15, 2009 interim withdrawal liability payments were past due and that \$269,400.00 amount of these overdue payments was now due as a result.

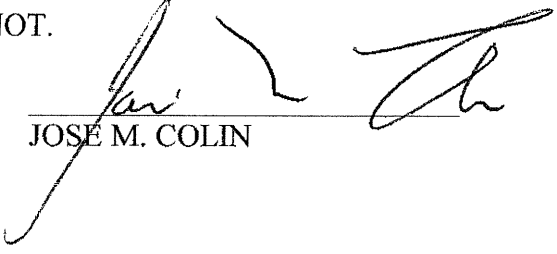
8. Pursuant to U.S.C. § 1399(c)(2) withdrawal liability payments must be made in accordance with the schedule set forth by the plan sponsor notwithstanding any request for review. No such request for review has been made by Defendant.

9. Upon default in payment, the Fund accelerated the debt as stated in Paragraph 6 above to seek the total amount of withdrawal liability of \$1,451,207 which is now due.

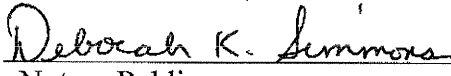
10. The Board of Trustees has discussed the R. A. Bright matter at length at its July and September, 2009 Trustee meetings prior to bringing this Motion for Judgment in Sum Certain.

11. Affiant suffers from no disability and can so testify and affirm such facts.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
JOSE M. COLIN

SUBSCRIBED AND SWORN  
to before me this 29 day of  
September, 2009.

  
\_\_\_\_\_  
Notary Public

