

EXHIBIT F
Sworn Declaration of John Libby

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

CHICAGO REGIONAL COUNCIL OF)	
CARPENTERS PENSION FUND et al)	
)	
Plaintiffs,)	Case No. 12 cv 4027
)	
v.)	Judge Lefkow
)	
R & W CLARK CONSTRUCTION, INC.)	
)	
Defendant.)	

SWORN DECLARATION PURSUANT TO 28 U.S.C.A. § 1746

NOW COMES JOHN LIBBY, who after being duly sworn upon oath, states as follows:

1. I am the Manager of Audit and Collections for the Chicago Regional Council of Carpenters Pension Fund, the Chicago Regional Council of Carpenters Welfare Fund, and the Chicago Regional Council of Carpenters Apprentice Training Fund ("Trust Funds") and in such capacity I am authorized to make this Affidavit on behalf of the Plaintiff Trust Funds.

2. The Trust Funds receive contributions from numerous employers pursuant to Collective Bargaining Agreements between the employers and the Chicago Regional Council of Carpenters, ("Union"), and therefore, are multiemployer plans. (29 U.S.C. §1002). The Trust Funds are administered at 12 East Erie, Chicago, Illinois and venue is proper in the Northern District of Illinois.

3. R & W Clark Construction, Inc. is an employer engaged in an industry affecting commerce that entered into a Collective Bargaining Agreement whose terms require Defendant to pay fringe benefits to the Trust Funds.

4. The Collective Bargaining Agreement also binds R & W Clark Construction, Inc. to the provisions of the Agreement and Declarations of Trust that created the Trust Funds ("Trust Agreements").


5. R & W Clark Construction, Inc. is required to make contributions to the Trust Funds for each hour worked by its carpenter employees at the rate and in the manner specified in the Collective Bargaining Agreements and Trust Agreements. In addition, the Defendant is required to make contributions to the Trust Funds measured by the hours worked by subcontractors that are not signatory to a Collective Bargaining Agreement with the Union.

6. GLEASON WOODWORK, INC. entered into an Agreed Order of Dismissal with the Trust Funds in the amount of \$43,404.87 to be paid to the Trust Funds in fifteen installments.

7. R & W Clark Construction, Inc. breached Paragraph 1 of the agreed Order of Dismissal by failing to maintain the agreed upon monthly installment payments to the Plaintiffs. The Defendant owes the Plaintiffs \$26,492.51 of the Agreed Order of Dismissal.

8. Plaintiffs have been required to employ attorneys to collect on the Agreed Order of Dismissal.

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.

By:  2/10/14
JOHN LIBBY
Manager, Audit and Collections

R & W Clark Construction, Inc.
8012 W Lincoln Hwy
Frankfort, Il. 60423

01/30/2014

Account #18819

<u>Contributions</u>		<u>Liquidated Damages</u>	<u>Dues</u>	<u>Interest</u>	<u>Total</u>
Apr-11	\$0.00	\$274.91	\$0.00	\$0.00	\$274.91
May-11	\$0.00	\$1,860.04	\$0.00	\$0.00	\$1,860.04
Jun-11	\$0.00	\$620.81	\$0.00	\$0.00	\$620.81
Jul-11	\$0.00	\$2,484.54	\$0.00	\$0.00	\$2,484.54
Aug-11	\$0.00	\$1,999.80	\$0.00	\$0.00	\$1,999.80
Sep-11	\$0.00	\$860.02	\$0.00	\$0.00	\$860.02
Oct-11	\$0.00	\$1,618.78	\$0.00	\$0.00	\$1,618.78
Nov-11	\$130.84	\$798.51	\$0.00	\$8.56	\$937.91
Jun-12	\$821.44	\$255.36	\$53.14	\$38.52	\$1,168.46
Jul-12	\$1,232.16	\$359.04	\$99.65	\$54.56	\$1,745.41
Aug-12	\$1,232.16	\$173.52	\$99.65	\$51.29	\$1,556.62
Jun-13	\$3,009.44	\$284.56	\$190.49	\$48.14	\$3,532.63
Jul-13	\$2,579.52	\$201.74	\$163.28	\$34.72	\$2,979.26
Aug-13	\$2,794.48	\$173.52	\$176.89	\$60.80	\$3,205.69
Sep-13	\$1,504.72	\$69.56	\$95.24	\$12.65	\$1,586.93
Oct-13	<u>\$0.00</u>	<u>\$60.70</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$60.70</u>
Totals:	\$13,304.76	\$12,095.41	\$783.10	\$309.24	\$26,492.51

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Judgment

WHEREAS, Plaintiffs filed their Complaint on May 23, 2012 and the Defendant was served with a copy of the Complaint and Summons on August 3, 2012; and

WHEREAS, the Defendant entered into an agreed order of dismissal stipulating the payment of \$43,404.87 to the Plaintiffs over fifteen payments; and

WHEREAS, the Defendant did not submit payments as agreed;

NOW THEREFORE, upon application of the Plaintiffs and for good cause shown, Defendant is declared to be have breached the agreed order of dismissal; and

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment is entered in behalf of the Plaintiffs and against the Defendant, Gleason Woodwork, Inc., in the sum of \$27,240.01;

Further, Plaintiffs are awarded their costs and attorneys' fees to execute or otherwise collect on this judgment.

ENTERED:

By: _____
THE HONORABLE JUDGE LEFKOW

Date: _____