

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

TRUSTEES OF THE SUBURBAN TEAMSTERS	)	
OF NORTHERN ILLINOIS WELFARE AND	)	
PENSION FUNDS,	)	
	)	
Plaintiffs,	)	
	)	No. 2013 C 811
v.	)	
	)	Judge Lee
T & W EDMIER CORP.,	)	
an Illinois corporation and	)	Magistrate Judge Rowland
THOMAS W. EDMIER, Individually,	)	
	)	
Defendants.	)	

AFFIDAVIT

RICHARD SIEBERT, upon being first duly sworn deposes and states as follows:

1. Affiant is employed by the Suburban Teamsters Welfare and Pension Fund ("Funds") as an auditor, is familiar with the T & W Edmier Corp., an Illinois corporation and ("Employer"), and is also familiar with the parties' agreement concerning contributions, liquidated damages and interest owed.

2. An audit review of Employer's books and records was performed on February 21, 2012 covering the period January, 2010 through January, 2012 and found to be owing:

Pension	\$15,407.68
Welfare	\$15,898.90

3. Employer was given a copy of the records review and given notice of findings and has made no effort to pay or settle.

4. The audit including liquidated damages and interest totals \$31,306.58.

5. On February 24, 2012 Thomas W. Edmier, in his capacity as President of T & W Edmier Corp., entered into installment note arrangements for the payment of delinquent pension contributions covering the period January, 2010 through January, 2012 with the Suburban Teamsters of Northern Illinois Pension Fund (Exhibit A).

6. On February 24, 2012 Thomas W. Edmier, in his capacity as President of T & W Edmier Corp., entered into installment note arrangements for the payment of delinquent welfare contributions covering the period January, 2010 through January, 2012 with the Suburban Teamsters of Northern Illinois Pension Fund (Exhibit C).

7. On the face of the notes the maker acknowledged that the indebtedness represents fringe benefit contributions and charges due and owing pursuant to 29 U.S.C. 1145.

8. The Pension Fund delinquency note was entered into for the principal amount of \$15,407.68 (Exhibit A). The maker of the note made 5 of 12 installment note payments of \$994.73 before defaulting on the August 30, 2012 sixth installment note payment. The balance of \$7,820.63 remains unpaid on the Pension Fund installment note as reflected in the payment ledger attached as Exhibit B.

9. The Welfare Fund delinquency note was entered into for the principal amount of \$15,898.80 (Exhibit D). The maker of the note made 5 of 12 installment note payments of \$1,026.25 before defaulting on the August 30, 2012 sixth installment note payment. The balance of \$8,068.43 remains unpaid on the Welfare Fund installment note as reflected in the payment ledger attached as Exhibit D.

10. The total sums remaining owed under the installment notes are:

\$7,820.63 Pension  
\$8,068.43 Welfare

11 The maker was given a written notice of default and an opportunity to cure which has not occurred.



12. The attached Exhibits A through D are accurate, true and correct.

13. Affiant is above the age of 21, suffers from no disability and has actual knowledge of the above and could so testify.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
RICHARD SIEBERT

SUBSCRIBED AND SWORN  
to before me this 6<sup>th</sup> day of  
March, 2013.

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


# **EXHIBIT A**

SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS FRINGE BENEFITS

T&W Edmier Corp. : Pension Fund

February 29, 2012

For value received, the undersigned promises to pay to the order of Suburban Teamsters of Northern Illinois Pension Fund the principal total of \$15,407.68 ( Fifteen Thousand Four Hundred Seven and 68/100 dollars.).

The maker of this Note acknowledges that the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act 29 U.S.C. 1145. For contributions due for the period March, 2010 through January, 2011.

The Employer shall make a down payment of \$3,850.00 on February 29, 2012, leaving a principal balance of \$11,557.68. That balance is to be paid with 6% annual interest in 12 equal and consecutive monthly installments of \$994.73 beginning on March 30, 2012. Payments should be sent to:

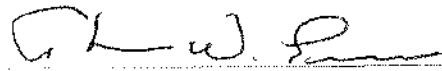
Suburban Teamsters of Northern Illinois  
1171 Commerce Drive, Unit 1  
West Chicago, IL 60185

or such other place as may be directed by the legal holder of this Note.

The Employer is to remain current in regular monthly contributions. Failure to do so will be considered a default, causing the remaining unpaid Note balance to become immediately due and payable.

The undersigned hereby irrevocably authorizes any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for the unpaid amount, together with costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

By:  Date: 2-24-12  
Thomas W. Edmier, President  
T&W Edmier Corporation

 Date: 2-24-12  
Thomas W. Edmier, Individually

# **EXHIBIT B**

**T&W Edmier Corp.**

Er # 971

**Pension Fund**

PRINCIPAL TOTAL: \$ (15,407.68)

DOWN PYMT: \$3,850.00

Date: February 29, 2012

Ck # 13689

PRINC BALANCE: \$ (11,557.68)

NMBR PYMNTS: 12

MONTHLY PYMT: **\$994.73 /month**

PAY THIS.....OR THIS		AFTER REGULAR PAYMENT			Payments Made	
Date DUE	NOTE BALANCE	PEN PYMNT	PRINC PD	CURRENT PRINC BAL	Date	Check #
1 03/30/12	11,615.47	994.73	936.94	10,620.74	1 4/5/12	13842
2 04/30/12	10,673.84	994.73	941.62	9,679.12	2 5/2/12	13961
3 05/30/12	9,727.51	994.73	946.33	8,732.78	3 6/6/12	14068
4 06/30/12	8,776.45	994.73	951.06	7,781.72	4 7/6/12	14225
5 07/30/12	7,820.63	994.73	955.82	6,825.90	5 10/4/12	14542
6 08/30/12	6,860.03	994.73	960.60	5,865.30	6	
7 09/30/12	5,894.63	994.73	965.40	4,899.90	7	
8 10/30/12	4,924.40	994.73	970.23	3,929.67	8	
9 11/30/12	3,949.32	994.73	975.08	2,954.59	9	
10 12/30/12	2,969.36	994.73	979.96	1,974.63	10	
11 01/30/13	1,984.51	994.73	984.86	989.78	11	
12 02/28/13	994.73	994.73	989.78	0.00	12	

# **EXHIBIT C**



SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS FRINGE BENEFITS

T&W Edmier Corp. : Welfare Fund

February 29, 2012

For value received, the undersigned promises to pay to the order of Suburban Teamsters of Northern Illinois Welfare Fund the principal total of \$15,898.90 ( Fifteen Thousand Eight Hundred Ninety Eight and 90/100 dollars.).

The maker of this Note acknowledges that the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act 29 U.S.C. 1145. For contributions due for the period March, 2010 through January, 2011.

The Employer shall make a down payment of \$3,975.00 on February 29, 2012, leaving a principal balance of \$11,923.90. That balance is to be paid with 6% annual interest in 12 equal and consecutive monthly installments of \$1,026.25 beginning on March 30, 2012. Payments should be sent to:

Suburban Teamsters of Northern Illinois  
1171 Commerce Drive, Unit 1  
West Chicago, IL 60185

or such other place as may be directed by the legal holder of this Note.

The Employer is to remain current in regular monthly contributions. Failure to do so will be considered a default, causing the remaining unpaid Note balance to become immediately due and payable.

The undersigned hereby irrevocably authorizes any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for the unpaid amount, together with costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

By:  Date: 2-24-12  
Thomas W. Edmier, President  
T&W Edmier Corporation

 Date: 2-24-12  
Thomas W. Edmier, Individually

# **EXHIBIT D**

**T&W Edmier Corp.**

Er # 971

**Welfare Fund**

PRINCIPAL TOTAL: \$ (15,898.00)

DOWN PYMT: \$3,975.00

Date: February 29, 2012

Ck #. 13690

PRINC BALANCE: \$ (11,923.99)

NMBR PYMNTS: 12

MONTHLY PYMT: **\$1,026.25 /month**

PAY THIS...		...OR THIS	AFTER REGULAR PAYMENT		Payments Made	
Date DDE	NOTE BALANCE	WEL PYMNT	PRINC PD	CURRENT PRINC BAL	Date	Check #
1 03/30/12	11,983.52	1,026.25	966.63	10,957.27	1 4/5/12	13841
2 04/30/12	11,012.06	1,026.25	971.46	9,985.81	2 5/2/12	13960
3 05/30/12	10,035.74	1,026.25	976.32	9,009.49	3 6/2/12	14067
4 06/30/12	9,054.54	1,026.25	981.20	8,028.29	4 7/6/12	14226
5 07/30/12	8,068.43	1,026.25	986.11	7,042.19	5 10/4/12	14541
6 08/30/12	7,077.40	1,026.25	991.04	6,051.15		
7 09/30/12	6,081.41	1,026.25	995.99	5,055.16		
8 10/30/12	5,080.43	1,026.25	1,000.97	4,054.19		
9 11/30/12	4,074.46	1,026.25	1,005.98	3,048.21		
10 12/30/12	3,063.45	1,026.25	1,011.01	2,037.20		
11 01/30/13	2,047.39	1,026.25	1,016.06	1,021.14		
12 02/28/13	1,026.25	1,026.25	1,021.14	0.00		