

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

TRUSTEES OF THE NATIONAL ELEVATOR :
INDUSTRY PENSION, HEALTH BENEFIT, :
EDUCATIONAL, ELEVATOR INDUSTRY :
WORK PRESERVATION FUNDS, ELEVATOR :
CONSTRUCTORS ANNUITY AND :
401(K) RETIREMENT PLAN, :
Plaintiffs, :

v. :

CIVIL ACTION NO. 13-0232

TECHNICAL WORLD INDUSTRIAL INC.:
and :
TROY WHITE, :
Defendants. :

**AFFIDAVIT OF ROBERT BETTS IN SUPPORT OF
PLAINTIFFS' GARNISHMENT ACTION**

I, Robert O. Betts Jr., Executive Director of the National Elevator Industry Pension, and Health Benefit Funds, (hereafter the "Trust Funds"), hereby declare, certify, and verify and state under penalty of perjury that the following is true and correct.

1. I am the Executive Director for the National Elevator Industry Pension, Health Benefit Plan Funds, Elevator Constructors Annuity and 401(k) Retirement Plan, and I am authorized to execute this Affidavit on behalf of the Trustees of the NEI Funds, National Elevator Industry Education Program and Elevator Industry Work Preservation Fund.

2. That the Defendant Technical World Industrial Inc. ("Technical World Industrial") is signatory to a Collective Bargaining Agreement (hereafter the "Agreement") with the International Union of Elevator Constructors (hereafter the "Union"), and at all times relevant to



this matter was bound to the Agreement.

3. That on January 15, 2013, the Trustees filed suit against Technical World Industrial and Troy White to collect delinquent contributions and estimated contributions due. That pursuant to the Agreement, Technical World Industrial agreed to pay the Trust Funds certain sums of money for each hour worked by Defendant's employees covered by the Agreement.

4. The parties entered into a Consent Judgment, entered by the Federal District Court for the Eastern District of Pennsylvania on February 26, 2013. *Plaintiff's Exhibit 1*, Consent Judgment.

5. The parties entered into a Settlement Agreement on February 26, 2013. *Plaintiff's Exhibit 3*, Settlement Agreement. The Settlement Agreement has been breached.

6. The Consent Judgment provided that Technical World Industrial would comply with a payroll audit. The Consent Judgment included audit amounts "To Be Determined", Audit interest "To Be Determined", Audit Liquidated Damages "To Be Determined", and Audit Fees "To Be Determined".

7. The payroll audit was completed for the period of January 1, 2011 through April 30, 2013, which found \$12,933.22 due in additional contributions and interest. *Plaintiff's Exhibit 2*, Audit Schedules.

8. Additional interest of \$63.21 has accrued on the audit balance.

9. The liquidated damages owed on the audit contributions total \$2,525.08. These amounts remain outstanding.

10. The audit fees owed on the audit total \$2,916.00. These amounts remain

outstanding.

11. Technical World Industrial paid \$1,000.00 towards the Consent Judgment contributions owed for the period of August and September 2010, leaving a balance due for those months of \$3,529.70.

12. Technical World Industrial owes the attorney's fees of \$645.00 and costs of \$525.00 in the Consent Judgment.

13. Technical World Industrial owes the liquidated damages of \$905.94 in the Consent Judgment.

14. Technical World Industrial owes the interest of \$415.76 in the Consent Judgment.

15. Additional interest has accrued on the Consent Judgment amounts of \$242.64.

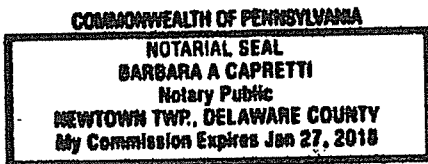
16. The aforesaid amounts have not been paid.

Under the penalty of perjury, I declare that the statements in this Affidavit are true and correct to the best of my knowledge and belief.

Robert Betts
Robert Betts, Executive Director
National Elevator Industry Benefit Plans

Subscribed and sworn
to before me this 27th day
of February, 2014.

Barbara A. Capretti
Notary Public



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EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
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TRUSTEES OF THE NATIONAL ELEVATOR
INDUSTRY PENSION, HEALTH BENEFIT,
EDUCATIONAL, ELEVATOR INDUSTRY
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Plaintiffs,

v.

CIVIL ACTION NO. 13-0232

TECHNICAL WORLD INDUSTRIAL INC.
and
TROY WHITE,

Defendants.

CONSENT JUDGMENT

In recognition of the Settlement Agreement to be executed by the parties, the Defendants agree to the entry of Judgment, jointly and severally, for the following liabilities and amounts:

Contributions owed for August and September 2010	\$4,529.70
Liquidated Damages	\$905.94
Audit	TBD
Audit Interest	TBD
Audit Liquidated Damages	TBD
Audit Fees	TBD
Interest	\$413.76
Attorney's Fees	\$645.00
Costs	\$525.00

The total amount due is \$7,021.40 + audit amount + TBD amounts

JUDGMENT is hereby entered against the Defendants in the amount of \$7,021.40, plus any amounts found due in an audit.

Technical World Industrial also agrees to immediately comply with an audit request by the Plaintiffs for the period of January 2011 through and including the present.

TWI
Technical World Industrial's Initials

TW
Troy White's Initials

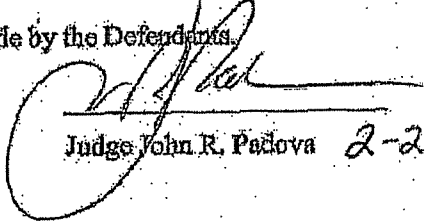
If any additional amounts are found due in the audit, the Defendants agree that those amounts are incorporated into this Consent Judgment and will be paid within 14 days of receipt of the audit report by Technical World Industrial and Troy White. If any additional amounts are found due in the audit, those amounts will incur additional liquidated damages, interest, and audit fees if applicable.

Failure to make any payment as set forth in the Settlement Agreement by the date agreed shall constitute a default by the Defendants and, as a result, the Court shall enter an Order enjoining violations of the terms of the Plaintiff employees benefit plans requiring Technical World Industrial and Troy White to submit timely monthly contributions and reports, as well as the payments to satisfy the above-referenced delinquencies, to the NEI Trust Funds.

In exchange for the entry of Judgment, the execution of which shall be stayed, Plaintiffs shall refrain from publishing or registering the Consent Judgment, providing that Defendant makes payment in full to the Plaintiffs of the above amount as set forth in the Settlement Agreement entered into by the parties to this action, a copy of which is hereby attached as Exhibit A.

Failure to make any payment by the date agreed, or failure to abide by the terms of the attached Settlement Agreement, shall constitute a default by the Defendants and, as a result of this default, the Plaintiffs shall be entitled to seek the full amount of this Consent Judgment, subject to an offset for payments made by the Defendants.

SO ORDERED.


Judge John R. Padova 2-26-2013


Technical World Industrial's Initials

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Troy White's Initials

**IN THE UNITED STATES DISTRICT COURT
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EXHIBIT 2

NATIONAL ELEVATOR INDUSTRY
BENEFIT FUNDS

TECHNICAL WORLD INDUSTRIAL, INC.
INDEPENDENT ACCOUNTANTS' REPORT ON
APPLYING AGREED-UPON PROCEDURES TO
INFORMATION REPORTED TO THE FUNDS
FOR THE PERIOD
JANUARY 1, 2011 TO APRIL 30, 2013

INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED UPON PROCEDURES

The Boards of Trustees of the
National Elevator Industry Benefit Funds
19 Campus Boulevard, Suite 200
Newtown Square, PA 19073-3228

Re: Technical World Industrial, Inc.
129 Richmond Drive
Bolingbrook, IL 60440

E.I.N.:

Dear Trustees:

We have performed the procedures enumerated below, which were agreed to by the Boards of Trustees of the National Elevator Industry Pension and Health Benefit Funds, Educational Program, the Elevator Industry Work Preservation Fund and the Elevator Constructors Annuity and 401(k) Retirement Fund (Funds), solely to assist you in evaluating the compliance with certain reporting requirements of the Funds of the information reported to the Funds by Technical World Industrial, Inc., an Illinois corporation (Employer). We performed these procedures for the period January 1, 2011 to April 30, 2013. This agreed upon procedures engagement was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the Trustees. Consequently, we make no representation regarding the sufficiency of the procedures.

The procedures and findings are as follows:

The following is a summary of the additional contributions and interest resulting from the procedures:

<u>Procedure Number</u>	<u>Contributions</u>	<u>Interest</u>	<u>Total</u>
2	\$ 1,002.54	\$ 31.39	\$ 1,033.93
4	11,623.50	275.79	11,899.29
	<u>\$ 12,626.04</u>	<u>\$307.18</u>	<u>\$12,933.22</u>

NATIONAL ELEVATOR INDUSTRY BENEFIT FUNDS

TECHNICAL WORLD INDUSTRIAL, INC.
SCHEDULE OF INCORRECTLY REPORTED HOURS
FINDING NUMBER 2

<u>Name</u>	<u>Report</u>	<u>Reportable Hours</u>			<u>Additional</u>	<u>Interest</u> [a]	<u>Total</u>
		<u>Employer</u>	<u>Records</u>	<u>Reported</u>			
Carter, F.	2012	183.00	141.00	42.00	\$ 1,002.54 [b]	\$ 31.39	\$ 1,033.93

[a] - Based on the IRS interest rates for corporate underpayments through July 31, 2013.

[b] - Based on due date July 15, 2012.

SCHEDULE I

DANIEL A. WINTERS & COMPANY

NATIONAL ELEVATOR INDUSTRY BENEFIT FUNDS

TECHNICAL WORLD INDUSTRIAL, INC.
SCHEDULE OF UNDERREPORTED HOURS

TROY WHITE

FINDING NUMBER 4

Report Period	Additional Contributions and Interest											
	Health					Other Funds [a]						
	Reportable Hours		Reportable Hours			Reportable Hours		Reportable Hours				
Minimum	Reported	Under/Over	Contributions	Interest [b]	Subtotal	Minimum	Reported	Under/Over	Contributions	Interest [b]	Subtotal	Total
2012, Aug	165.00	-	165.00	\$ 1,824.90	\$ 47.85	\$ 1,872.75	160.00	-	160.00	\$ 53.74	\$ 2,103.34	\$ 3,976.09
Sep	165.00	-	165.00	1,824.90	43.35	1,868.25	160.00	-	160.00	48.69	2,098.29	3,966.54
Oct	165.00	-	165.00	1,824.90	38.70	1,863.60	160.00	-	160.00	43.46	2,093.06	3,956.66
				\$ 5,474.70	\$ 129.90	\$ 5,604.60				\$ 145.89	\$ 6,294.69	\$ 11,899.29

[a]- Includes the National Elevator Industry Pension Fund, Educational Program, Work Preservation Fund, and the Elevator Constructors Annuity and 401(k) Retirement Fund.

[b]- Based on the IRS interest rates for corporate underpayments through July 31, 2013.



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CIVIL ACTION NO. 13-0232

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EXHIBIT 3

SETTLEMENT AGREEMENT

**PARTIES: Trustees of National Elevator Industry Pension, Health Benefit, Educational, Elevator Industry Work Preservation Funds, Elevator Constructors Annuity and 401(k) Retirement Plan ("NEI" or "Trustees")
19 Campus Blvd., Suite 200
Newtown Square, PA 19073-3228**

**Technical World Industrial Inc.
129 Richmond Drive
Bolingbrook, IL 60440**

**Troy White
129 Richmond Drive
Bolingbrook, IL 60440**

THIS SETTLEMENT AGREEMENT is entered into this 26 day of February 2013 between Technical World Industrial, Inc. (hereinafter "Technical World Industrial"), 129 Richmond Drive, Bolingbrook, IL 60440, Troy White, 129 Richmond Drive, Bolingbrook, IL 60440, and the Trustees of the National Elevator Industry Pension, Health Benefit, Educational, Elevator Industry Work Preservation Funds, Elevator Constructors Annuity and 401(k) Retirement Plan ("Trustees" or "NEI"), located at 19 Campus Boulevard, Suite 200, Newtown Square, Pennsylvania 19073-3228.

Any reference in this Agreement to Technical World Industrial is also a collective reference to "Technical World Industrial and Troy White."

Technical World Industrial and Troy White owe the following amounts: \$4,529.70 for contributions for August and September 2010; interest of \$415.76, liquidated damages of \$905.94, attorney's fees of \$645.00, and costs of \$525.00. Additional interest has, and or will, accrue on these outstanding contributions until all amounts due are paid. NEI filed a lawsuit in the Federal District Court for the Eastern District of Pennsylvania, Civil Action No. 13-232, on January 15, 2013 to collect the delinquent contributions, as well as estimated contributions due

Technical World Industrial and Troy White
Settlement Agreement

TWI TW
Technical World Industrial and Troy White's Initials

for January through March 2011. In the lawsuit NEI also sought liquidated damages, interest, fees, and costs. The parties have settled the issues pertaining to the lawsuit and will file a Consent Judgment with this Settlement Agreement in order to resolve the issues in the lawsuit.

Technical World Industrial and Troy White agree that they owe, jointly and severally, the following amounts:

Contributions owed for August and September 2010	\$4,529.70
Liquidated Damages	\$905.94
Audit	TBD
Audit Interest	TBD
Audit Liquidated Damages	TBD
Audit Fees	TBD
Interest	\$413.76
Attorney's Fees	\$645.00
Costs	\$525.00
The total amount due is	\$7,021.40 + audit amount + TBD amounts

These amounts are set forth in the attached the attached Consent Judgment.

In the Complaint, the Trustees also sought liquidated damages, which now totals \$905.94, attorney's fees of \$645.00 and costs of \$525.00. Technical World Industrial and Troy White agree to pay these amounts as well as the outstanding contributions and interest.

The Plaintiffs also alleged in the Complaint that Technical World Industrial failed to report and pay contributions for the months of January through March 2011 in the estimated amount of \$15,664.32. Technical World Industrial alleges that it has not performed elevator work for which contributions are due the Plaintiffs since December 2010. In order to resolve the estimated contribution issue, Technical World Industrial and Troy White consent to an audit of Technical World Industrial for the period of January 2011 through the date of the audit. Technical World Industrial and Troy White have agreed to immediately comply with an audit, to

provide any information requested by the auditor within thirty (30) days of execution of the Settlement Agreement, and/or to permit the auditor to personally inspect and copy any and all records necessary to complete the payroll audit. Subsequent to any initial information request and/or site visit, Technical World Industrial and Troy White agree to respond and provide to the auditor any information requested in a subsequent request within seven (7) days of the request. Technical World Industrial and Troy White acknowledge that the auditor may request information on more than one occasion. Technical World Industrial and Troy White acknowledge that if the audit shows any additional amounts due, those amounts become part of the Consent Judgment and this Settlement Agreement. If the audit discloses additional amounts due, Technical World Industrial and Troy White agree to pay those amounts within 14 days of receipt of the completed audit. Upon completion of the audit, any audit amounts found due may also incur additional liquidated damages (20% of any additional contributions found due), interest and audit fees, which Technical World Industrial and Troy White agree to pay within 14 days of receipt of the completed audit.

Technical World Industrial and Troy White would like to satisfy these delinquencies and the audit without the need for continued litigation, and voluntarily agree to the terms of the Settlement Agreement.

WHEREAS, Technical World Industrial and Troy White acknowledge that they are indebted to NEI for the following amounts:

Contributions owed for August and September 2010	\$4,529.70
Liquidated Damages	\$905.94
Audit	TBD
Audit Interest	TBD
Audit Liquidated Damages	TBD
Audit Fees	TBD
Interest	\$415.76
Attorney's Fees	\$645.00
Costs	\$525.00
The total amount due is	\$7,021.40 + audit amount + TBD amounts

WHEREAS, Technical World Industrial and Troy White agree to pay these amounts as part of this Settlement Agreement.

WHEREAS, Technical World Industrial and Troy White have proposed, and the Trustees have agreed to accept payment of these amounts in a Settlement Agreement requiring the following: payment of the currently known amounts, \$7,021.40 (contributions for August and September 2010, interest, costs, fees, and liquidated damages) with a good faith payment of \$1,000.00 upon execution of the Settlement Agreement and then monthly installments of \$600.00 beginning April 1, 2013 and continuing monthly until all amounts due herein are paid. The final payment will include the interest that has accrued during the period of the Settlement, on or about February 1, 2014, or until all amounts currently delinquent as set forth above, \$7,021.40, plus any amounts found due in an audit, plus the accrued interest, are paid. Upon completion of the audit, if any amounts are found due, Technical World Industrial and Troy White agree to pay those amounts, plus any applicable interest, liquidated damages and fees, within fourteen (14) days of completion of the audit.

WHEREAS, Technical World Industrial and Troy White wish to make full payment of the Settlement Agreement amount due without the need for litigation; and,

Technical World Industrial
Settlement Agreement

TWI
Technical World Industrial's Initials
TW
Troy White's Initials

In consideration of Technical World Industrial and Troy White's contractual obligation to NEI, Technical World Industrial and Troy White agree as follows:

1. On or before execution of the Agreement, Technical World Industrial and Troy White will submit a good faith payment of \$1,000.00.

2. Beginning April 1, 2013, Technical World Industrial and Troy White will submit consecutive monthly installments of \$600.00 to pay the contributions due for the months of August and September 2010, the current interest of \$415.76, attorney's fees of \$645.00, costs of \$525.00 and liquidated damages of \$905.94, in the amount of \$7,021.40.

3. Following the good faith payments, Technical World Industrial and Troy White will submit ten (10) consecutive monthly payments of \$600.00 commencing April 1, 2013, and an eleventh (11th) and final payment of \$21.40 on or before February 1, 2014, plus the interest that has accrued at the IRS rate for the underpayment of taxes, towards the outstanding amounts. Each payment will be received by counsel for NEI on or before the 1st of each month beginning April 1, 2013.

4. The NEI Benefit Office will notify Technical World Industrial and Troy White of the final additional interest amount owed five (5) days prior to the date of payment.

5. Technical World Industrial and Troy White can prepay the amounts due herein at any time without penalty.

6. It is further agreed that if Technical World Industrial and Troy White fail to make any of the above payments within five (5) days from the due date, a five percent (5%) late fee will be assessed.

7. If payments under this Agreement are not received on or before the due date, NEI's

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Technical World Industrial
Settlement Agreement

TWI
Technical World Industrial's Initials
TW
Troy White's Initials

counsel will notify Technical World Industrial or Troy White either by mail, electronic mail or by facsimile and allow Technical World Industrial and Troy White five (5) calendar days to cure such breach.

8. If Technical World Industrial and Troy White fail to cure any breach of this Agreement, NEI reserves the right to pursue enforcement of the balances due referenced herein even if Technical World Industrial and Troy White submits payments after the five (5) calendar day cure period, which may include requesting a Certified Judgment and registering the Judgment to commence collections, and/or instituting additional legal action to collect the amounts due herein and any additional amounts that come due, including any amounts found due in the audit.

9. All payments made under this Agreement shall be submitted to NEI in care of O'Donoghue & O'Donoghue LLP, Constitution Place, Suite 515, 325 Chestnut Street, Philadelphia, PA 19106. Payments are due upon execution of the Agreement and then on the 1st day of each month beginning April 1, 2013, as specified above, and will be considered late if not received in the offices of O'Donoghue & O'Donoghue LLP on or before the due date.

10. If Technical World Industrial and Troy White breach this Agreement by failing to satisfy its obligations as outlined herein, NEI reserves the right to pursue enforcement of the balances due without further notice, which may include filing a lawsuit in the Federal District Court for the Eastern District of Pennsylvania, and asking the court to award the Trustees all unpaid contributions and interest, as well as all attorney's fees, costs, liquidated damages and any other fees and costs incurred as a result of the filing of the lawsuit. NEI may also register the Consent Judgment and pursue collections.

11. Failing to submit the scheduled Settlement Agreement payments called for in this

Agreement, and/or failing to provide the documents requested by the auditor, as more detailed herein, constitute a breach of the Agreement. If Technical World Industrial and Troy White breach this Settlement Agreement, any payments submitted thereafter will be applied first to the regular monthly contributions that are delinquent until all of those regular monthly contributions become current, and only then to the outstanding Settlement Agreement and Consent Judgment amounts.

12. It is further agreed that if at any time during the duration of this Agreement Technical World Industrial is sold to new ownership, in whatever form, NEI will, without notice or demand, declare the entire principal amount of the above-acknowledged indebtedness, then unpaid, plus accrued interest thereon, along with any other contributions due and owing and/or unpaid, immediately due and payable. If Technical World Industrial is sold during the course of this Agreement, Technical World Industrial and Troy White will so advise the purchaser of its obligations under this Agreement, and the purchaser will retain the balance due of this Agreement, along with any other contributions due and owing and/or unpaid, from the sale price and pay that amount to the Trustees.

13. Upon the receipt and clearance of all amounts due in this Settlement Agreement, and Technical World Industrial's compliance with the audit, and payment of any amounts due in the audit, the Trustees will file a Satisfaction of Judgment with the Court, Civil Action No. 13-232.

14. In the event of a lawsuit to enforce the terms of the Agreement, Technical World Industrial and Troy White promise to pay costs, attorney's fees, liquidated damages and any other related fees.

15. It is further agreed that in the event Technical World Industrial and Troy White default on this Agreement, Technical World Industrial and Troy White hereby agree to waive all

laws governing the statute of limitations that are now or may hereinafter be in effect for any actions brought by NEI to collect the remaining principal amount, then unpaid, together with accrued interest thereon.

16. The undersigned individual(s) or attorney(s) represent that they are authorized to settle this action in accordance with the terms of this Agreement.

17. The undersigned individual(s) is responsible for completing the company information form and if any of this information is to change, will forward a new form detailing the changes to O'Donoghue & O'Donoghue LLP within five days from the date any change occurred.

18. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

19. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected and the illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement.

20. On or before the 15th of each and every month during the pendency of this agreement, Technical World Industrial and Troy White will submit a report form along with payment for the current monthly contributions as they become due. Technical World Industrial and Troy White will submit these report forms and payments to counsel for NEI, O'Donoghue & O'Donoghue LLP, 325 Chestnut Street, Suite 515, Philadelphia, PA 19106. If a check for one of these payments does not clear the bank, is resubmitted and does clear, such occurrence constitutes a breach of this Agreement.

21. Technical World Industrial and Troy White agree to comply with the audit request by NEI. Technical World Industrial and Troy White will supply the documents necessary for the

auditor to conduct the payroll audit within thirty (30) days of execution of this Settlement Agreement. If the auditor elects to make a site visit, Technical World Industrial will make all records available for review and copying on a mutually agreeable date. If the auditor determines that additional documents are necessary to continue the payroll audit, Technical World Industrial and Troy White will immediately comply with the auditor's request, such that Technical World Industrial and Troy White will supply any materials requested by the auditor within seven (7) days of the request. Technical World Industrial and Troy White acknowledge that the auditor may make several requests following the initial request for information.

22. If any amounts are found due as a result of the audit, Technical World Industrial and Troy White agrees to pay those amounts within fourteen (14) days of completion of the payroll audit, including any additional interest, liquidated damages and audit fees, which Technical World Industrial and Troy White acknowledge become part of the Consent Judgment amounts.

23. NEI reserves the right to conduct an examination of Technical World Industrial's books and records upon reasonable notice and during normal business hours as provided in the Collective Bargaining Agreements and Agreements and Declarations of Trust of the Funds and collect any additional contributions found due and owing NEI as the result of such examination.

24. Technical World Industrial and Troy White agree and understand that time is of the essence in this Settlement Agreement.

25. If Technical World Industrial and Troy White breach this Agreement, in whatever form, and the Funds shall waive the same, or choose not to deem Technical World Industrial and Troy White in default, such waiver shall not be construed as a waiver of any other default because of any other default or breach, nor shall it be considered a waiver of or election not to deem the

Settlement Agreement in default because of a like default on another occasion.

26. Technical World Industrial certifies that it has remitted all Elective Contributions owed to the Elevator Constructors Annuity and 401(k) Retirement Fund due as of the date of this Settlement Agreement. In the event that all Elective Contributions owed to the Elevator Constructors Annuity and 401(k) Retirement Fund have not been remitted as of the date of this Settlement Agreement, Technical World Industrial and its officers agree to remit said Elective Contributions immediately and acknowledge that they are liable for any and all liquidated damages, interest, and lost earnings resulting from the failure of Technical World Industrial to remit all Elective Contributions due on or before the date of this Settlement Agreement. Technical World Industrial agrees to remit all future Elective Contributions owed to the Elevator Constructors Annuity and 401(k) Retirement Fund no later than seven (7) calendar days after the Elective Contributions are deducted from the wages of its employees.

27. Technical World Industrial reaffirms its obligations pursuant to the Agreement signed with the International Union of Elevator Constructors, and the documents and trust agreements, and any and all amendments thereto, governing the NEI Pension, Health Benefit, Educational, Elevator Industry Work Preservation, Elevator Constructors Annuity and 401(k) Retirement Plan, to which Technical World Industrial became obligated to comply as a result of its execution of the collective bargaining agreement with the I.U.E.C.

28. Troy White, an owner and officer of Technical World Industrial, acknowledge his status as a fiduciary of Technical World Industrial as that term is defined in the Employee Retirement Income Security Act ("ERISA). Troy White acknowledges that he exercises discretionary authority and/or discretionary control respecting management of any plan assets, the

contributions due and owing to the NEI Benefit Plans that are part of this Settlement Agreement as well as any contributions that become due and owing subsequent to the execution of this Agreement.

**TRUSTEES OF THE NATIONAL ELEVATOR
INDUSTRY PENSION, HEALTH BENEFIT,
EDUCATIONAL FUNDS, ELEVATOR
CONSTRUCTORS ANNUITY AND 401(K)
RETIREMENT PLAN**

DATE: 2.26.13

By: [Signature]

Title: Atty Gen NEI Funds

DATE: 2-26-13

TECHNICAL WORLD INDUSTRIAL INC.
By: Technical world industrial inc Troy White
(sign)

By: Technical world industrial inc Troy White
(print)

Title: CEO.

DATE: 2-26-13

TROY WHITE
By: [Signature]
(sign)

TECHNICAL WORLD INDUSTRIAL INC.

COMPANY INFORMATION FORM

Complete this form and return with the attached Settlement Agreement. Please type or print. *This form must be completed and attached to the back of the signed and dated Settlement Agreement.

Corporate name of company: Technical World Industrial

Other names used by company: _____

Address: P.O. Box 724

Bolingbrook IL 60440

E-Mail Address _____

Telephone number: _____

Facsimile number: _____

Tax ID number: _____

I.U.E.C. Local number: 2

Type of company: Elevator Company Construction Company

Attach a copy of the most recent Collective Bargaining Agreement with the I.U.E.C. or one of its locals.

Elevator industry start date: _____

Technical World Industrial State of Incorporation: Illinois

12

Technical World Industrial
Settlement Agreement

TW
Technical World Industrial's Initials

TW
Troy White's Initials

Company President: Jerome Salter
Company Secretary: Troy White
Company Treasurer: Troy White
Company C.E.O.: Troy White
Registered agent: Troy White
Registered agent address: 129 Richmond Dr Bolingbrook IL 60440
P.O. Box not acceptable, please provide street address.
Shareholders and percentage of shares held by each: Troy White 70
Jerome Salter 30
Public Company: yes no

If Yes, Ticker Symbol: _____

If applicable:

Represented by counsel: yes no

Firm name: _____

Attorney name: _____

Address: _____

Phone number: _____

Facsimile number: _____

Name of person completing form Troy White
Technical World Industrial TWI (print) Date 2-26-13
Title C.E.O

TWI
Technical World Industrial's Initials
TW
Troy White's Initials

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTEES OF THE NATIONAL ELEVATOR)
INDUSTRY PENSION, HEALTH BENEFIT,)
EDUCATIONAL, ELEVATOR INDUSTRY)
WORK PRESERVATION FUNDS, ELEVATOR)
CONSTRUCTORS ANNUITY AND)
401(K) RETIREMENT PLAN,)

Plaintiff,)

v.)

TECHNICAL WORLD INDUSTRIAL INC. and)
TROY WHITE,)

Defendants.)

No. 13 CV 6253

RECEIVED

NOV X 7 2013

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

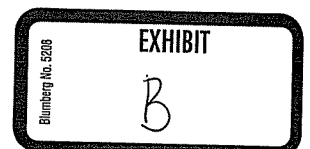
**CITATION IN SUPPLEMENTAL PROCEEDINGS
TO DISCOVER ASSETS**

TO: Any Officer or Agent
First Midwest Bank
450 N. Bolingbrook Drive
Bolingbrook, IL 60440

YOU ARE HEREBY SUMMONED to be present at the law office of BERGLUND ARMSTRONG & MASTNY, P.C., 1010 Jorie Boulevard, Suite 370, Oak Brook, Illinois on the 22nd day of November 2013, at the hour of 1:30 p.m. and then and there to answer under oath such questions as may be put to you concerning the personal and real property of and/or indebtedness due the above named Defendant, and to abide the further order of the Court.

YOU ARE COMMANDED to produce at the examination all books, papers, or records in your possession or control which may contain information concerning the property or income of Defendants or indebtedness due them.

The books and records to be produced shall consist of all information whether printed, recorded, reproduced by hand, books of account, e-mail, metadata, and tapes or printouts and other data storage



mechanisms from which information can be obtained and translated, if necessary, through detection devices into reasonable usable form and shall include, and are not limited to: Articles of Incorporation, corporate minute book, corporate resolutions, by-laws, minutes of meetings of shareholder and/or officers, proposals, contracts, correspondence, email, general ledgers, records of bank deposits, bank statements for all bank accounts, canceled checks for all bank accounts, check registers, cash receipts, Federal and State Income Tax Returns, invoices for services and/or material, waivers of liens for services and/or materials, payroll journals or registers, Quarterly Federal Tax Returns (Form 941), Quarterly Unemployment Wage Reports, Reports of Miscellaneous Income Payments (IRA Form 1099), Summary of Information Returns (IRS Form 1096), Time cards, daily timesheets, and any other time record for any employee or independent contractor, Transmittal of Income and Tax Statements (IRS Form W-3 and IRS 6559), Vendor Lists, Wage and Tax Statements (IRS Form W-2) Workers Compensation employee classification and records relating to Defendant, including but not limited to loans to and/or from any person/entity and Defendant, payments made to any person/entity from Defendant, payments made by any person/entity to Defendant, assignments, agreements, Granville Tower Condominium Association, UCC Statements, Defendant's accounts receivable, including but not limited to all invoices, correspondence, and bank records (including records of deposits, withdrawals, canceled checks (including backsides) over \$1,000, and bank statements); any and all documents evidencing consideration paid in return for the assignment of Defendant's accounts receivable; all documents including but not limited to diary/electronic calendar entries and invoices that relate to the date that Richard Tarolla, Sr. Signed any Loan Repayment Agreement, Security Agreement and Promissory Note; any and all documents evidencing all transactions involving you and Defendant; and all other documents related to any assets of Defendant.

The books and records to be produced include all records from January 1, 2011 through the

present, including but not limited to: records of deposits, withdrawals, canceled checks (including backside) over \$1,500.00, signature cards, and bank statements for all accounts maintained by Defendants and financial statements, evidence of safe deposit boxes, evidence of collateral or security for loans made to any Defendant, any accounts receivables of Defendant, and real estate and personal property owned by any Defendant.

YOU ARE PROHIBITED from making or allowing any transfer or other disposition of, or interfering with, any property not exempt from execution or garnishment belonging to the judgment debtors or to which any defendant may be entitled or which may be acquired by or become due to it and from paying over or otherwise disposing of any money not so exempt, which is due or becomes due to it, until the further order of the Court or termination of the proceedings. You are not required to withhold the payment of any money beyond double the amount of the judgment.

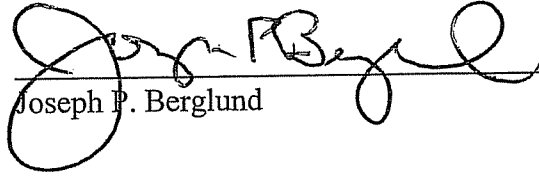
Judgment was entered in favor of the Plaintiffs in the United States District Court for the Eastern District of Pennsylvania on the 26th day of February 2013, in the aggregate sum of \$7,021.40 plus audit amount plus TBD amounts, all of which remains unsatisfied. The judgment was registered in the United States District Court for the Northern District of Illinois on September 3, 2013.

If you have any questions regarding this matter, please call Joseph P. Berglund at (630)990-0234.

YOUR FAILURE TO COMPLY WITH THIS CITATION MAY SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF COURT.

CERTIFICATE OF ATTORNEY

The undersigned declares under penalty of perjury under the laws of the United States of America that the information contained herein is true and correct.



Joseph P. Berglund

CLERK OF COURT

Date: _____

DEPUTY CLERK

Joseph P. Berglund
BERGLUND ARMSTRONG & MASTNY, P.C.
1010 Jorie Boulevard, Suite 370
Oak Brook, Illinois 60523-2229
(630) 990-0234

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTEES OF THE NATIONAL ELEVATOR)	
INDUSTRY PENSION, WELFARE AND)	
EDUCATIONAL FUNDS,)	
)	
Plaintiff,)	
)	
v.)	No. 13 CV 6253
)	
TECHNICAL WORLD INDUSTRIAL INC. and)	
TROY WHITE,)	
)	
Defendants.)	
)	
v.)	
)	
FIRST MIDWEST BANK,)	
)	
Citation-Respondent.)	

THIRD PARTY CITATION NOTICE

Address of Judgment Debtors: 129 Richmond Drive
Bolingbrook, IL 60440

Name and address of Attorney for
Judgment Creditors: Joseph P. Berglund
BERGLUND ARMSTRONG & MASTNY, P.C.
1010 Jorie Boulevard, Suite 370
Oak Brook, Illinois 60523-2229

Amount of Judgment: \$7,021.40 plus audit amount plus TBD amounts

Name of Citation-Respondent: First Midwest Bank

Return Date: November 22, 2013 at 1:30 p.m.

NOTICE: The Court has issued a Citation to Discover Assets ("Citation") against the Citation-Respondent named above for money or property (other than wages) belonging to the judgment debtor or in which the judgment debtor has an interest. The Citation was issued on the basis of a judgment against the judgment debtor in favor of the judgment creditor in the amount stated above.

The amount of money or property (other than wages) that may be garnished is limited by federal and Illinois law. The judgment debtor has the right to assert statutory exemptions against certain money or property of the judgment debtor which may not be used to satisfy the judgment in the amount stated above.

Under Illinois or federal law, the exemptions of personal property owed by the debtor include the debtor's equity interest, not to exceed \$2,000 in value, in any personal property as chosen by the debtor; Social Security and SSI benefits; public assistance benefits; unemployment compensation benefits; workers' compensation benefits; veterans' benefits; circuit breaker property tax relief benefits; the debtor's equity interest, not to exceed \$1,200 in value, in any one motor vehicle, and the debtor's equity interest, not to exceed \$750 in value, in any implements, professional books or tools of the trade of the debtor.

The judgment debtor may have other possible exemptions from garnishment under the law.

The judgment debtor has the right to request a hearing before the court to dispute the garnishment or to declare exempt from garnishment certain money or property or both. To obtain a hearing in counties with a population of 1,000,000 or more, the judgment debtor must notify the Clerk of the Court in person and in writing at Everett McKinley Dirksen Building located at 219 South Dearborn Street, Chicago, Illinois before the return date specified above or appear in court on the date and time on that return date. To obtain a hearing in counties with a population of less than 1,000,000, the judgment debtor must notify the Clerk of the Court in writing at Everett McKinley Dirksen Building located at 219 South Dearborn Street, Chicago, Illinois before the return date specified above. The Clerk of the Court will provide a hearing date and the necessary forms that must be prepared by the judgment debtor or the attorney for the judgment debtor and sent to the judgment creditor and the garnishee regarding the time and location of the hearing. This notice may be sent by "regular first class mail."

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTEES OF THE NATIONAL ELEVATOR)	
INDUSTRY PENSION, WELFARE AND)	
EDUCATIONAL FUNDS,)	
)	
Plaintiff,)	
)	
v.)	No. 13 CV 6253
)	
TECHNICAL WORLD INDUSTRIAL INC. and)	
TROY WHITE,)	
)	
Defendants.)	
)	
v.)	
)	
FIRST MIDWEST BANK,)	
)	
Citation-Respondent.)	

RETURN OF SERVICE

I, Odeta Paskevicius, am over 21 years of age and not a party to this case.
(Print server's name)

I served the Citation In Supplemental Proceedings To Discover Assets on First Midwest Bank
(Name, Title)

by Certified Mail, Return Receipt Requested on November 11th, 2013, from
(Date)

1010 Jorie Boulevard, Ste. 370, Oak Brook, Illinois 60523
(Location)

Within three (3) business days of service upon First Midwest Bank, I mailed a copy of the Citation and Citation Notice to Troy White and Technical World Industrial, Inc., 129 Richmond Dr., Bolingbrook, Illinois 60440.

STATEMENT OF SERVICE FEES		
<u>Travel</u>	<u>Services</u>	<u>Total</u>



DECLARATION OF SERVICE

I declare under penalty of perjury under the Laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Dated: 11/11/13

Odette Prohm'elis
(Signature of Server)

1010 Jorie Blvd., Suite 370, Oak Brook, IL 60523
(Address of Server)

Technical World
Industrial

Case No. 13 CV 6253
Hearing Date 11/22/13

THIRD PARTY RESPONDENT ANSWER TO CITATION PROCEEDINGS

FIRST MIDWEST BANK, certifies under penalty of perjury that with regard to the property of the judgment
(Citation Respondent)

debtor, the Citation Respondent files the following answers to this Citation to Discover Assets and is in possession of the following property of the judgment debtor.

Circle one or more of the following and indicate the amount held:

- A) Savings Account (Amount withheld) \$ _____
- B) Checking and/or Now Account (Amount withheld) \$ 9020.11
- C) Certificate of Deposit (Amount held) \$ _____
- D) Money Market Account (Amount held) \$ _____
- E) Trust Account (Amount held) \$ _____
- F) Safety Deposit Box \$ _____
- G) No Accounts _____
- H) Adverse Claimant: Name _____ Address _____
- I) Wages, Salary or Commissions _____
- J) Other Personal Property (Describe) _____

Attach a sheet for any additional information required by the Citation

Sub-Total 9020.11

Less right of offset for other loans _____

Less deduction for fees limited by
205 ILCS 5/48.1 _____

Total 9020.11

According to the business records kept by the Citation Respondent, we show the above information to be correct.

Laura L. Wilkinson
Agent for Citation Respondent

Respondent/Agent:

11/15/13
Date

Agent Name Laura L. Wilkinson
Business Name FIRST MIDWEST BANK
Address 3800 Rock Creek Blvd
Joliet IL 60431
Phone 815-927-3240
Fax 815-927-3262

NOTE: A copy of this Answer should be mailed to the Court, Attorney for Plaintiff or Judgment Creditor and the Defendant

