

Exhibit C

Sworn Declaration of John Libby

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

TRUSTEES OF THE CHICAGO REGIONAL)	
COUNCIL OF CARPENTERS PENSION FUND, et al.,)	
)	
Plaintiffs,)	Case 16 cv 8007
)	
v.)	Judge Der-Yeghiayan
)	
P. J. NAGIC INCORPORATED,)	
)	
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 Audits and Collections for the Chicago Regional Council of Carpenters Pension Fund, the Chicago Regional Council of Carpenters Welfare Fund, the Chicago Regional Council of Carpenters Supplemental Retirement Fund, and the Chicago Regional Council of Carpenters Apprentice Training Fund ("Trust Funds") and in such capacity I am authorized to make this Declaration 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. The Defendant is an employer engaged in an industry affecting commerce that entered into a Collective Bargaining Agreement whose terms require the Defendant to pay fringe benefits to the Trust Funds.

4. The Collective Bargaining Agreement also binds the Defendant to the provisions of the Agreement and Declarations of Trust that created the Trust Funds ("Trust Agreements").

5. The Defendant 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. The Plaintiffs and Defendant submitted an Agreed Order of Dismissal to this Court, which was entered by Judge Der-Yeghiayan on November 10, 2016. The Agreed Order of Dismissal provided for the Defendants to remit \$158,666.98 to the Trust Funds in six installments.

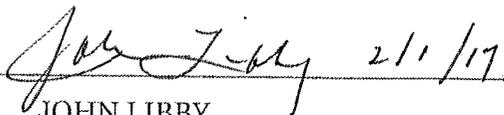
7. The Defendant violated Paragraph 1 of the aforementioned Agreed Order of Dismissal by failing to pay the Plaintiffs in accordance with the payment plan as provided in the Agreed order of Dismissal.

8. The Defendant currently owes \$60,264.60 to the Trust Funds.

9. 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:


JOHN LIBBY

Manager; Audits and Collections

IN THE UNITED STATES DISTRICT COURT
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COUNCIL OF CARPENTERS PENSION FUND, et al.,)
)
Plaintiffs,) Case 16 cv 8007
)
) Judge Der-Yeghiayan
v.)
)
P. J. NAGIC INCORPORATED,)
)
Defendant.)

Agreed Order of Dismissal

The parties hereby agree that this case has been settled and that all issues and controversies have been resolved to their mutual satisfaction. IT IS HEREBY ORDERED THAT:

1. That the Defendant, P. J. NAGIC INCORPORATED, shall pay to the Plaintiffs one hundred, fifty-eight thousand, six hundred, sixty-six dollars, and ninety-eight cents (\$158,666.98) as follows:

- A. \$120,304.91 on or before December 1, 2016
- B. \$38,362.07 on or before January 1, 2017

2. That P.J. Nagic Incorporated shall remain current in its ERISA monthly reporting and payment obligations to the Plaintiffs.

3. That if P.J. Nagic Incorporated defaults on either paragraph 1 or 2, the Plaintiffs shall have the right to reinstate this case for the sole purpose of entering judgment against P.J. Nagic Incorporated for the balance owed pursuant to this order, plus all accrued interest, liquidated damages, and Plaintiffs' attorney fees/costs expended.

4. This case is dismissed without prejudice with leave to reinstate on or before February 15, 2017.

5. In the event a motion to reinstate is not filed on or before February 15, 2017, the case shall be deemed dismissed with prejudice without further order of the Court.

6. The parties agree that this Agreed Order of Dismissal does not cover

any claims that may arise due to withdrawal liability.

7. This Agreed Order of Dismissal is without prejudice to the Plaintiffs' right to audit the books and records of P.J. Nagic Incorporated, and to collect any amounts found due and owing, including unpaid ERISA fringe benefit contributions, liquidated damages, interest, audit fees/costs, attorney fees/costs, and dues, if any, pursuant to the audit.

ENTERED: 11/10/16 Samuel Der-Yeghiayan
The Honorable Judge Der-Yeghiayan
United States District Court Judge
DATED: _____

AGREED TO:
For Plaintiffs:

John Libby 11/2/16
John Libby
Manager; Audits & Collections

AGREED TO:
For P.J. Nagic Incorporated:

Harry Spear

21211 P J NAGIC INC
 105 FAIRBANKS
 ADDISON IL 60101

1/30/2017

	<u>FRINGES</u>	<u>DUES</u>	<u>LD'S</u>	<u>INTEREST</u>	<u>TOTAL</u>
Jun-15	\$0	\$0	\$2,274.80	\$0	\$2,274.80
Jul-15	\$0	\$0	\$1,234.12	\$0	\$1,234.12
Aug-15	\$0	\$0	\$5,437.45	\$0	\$5,437.45
Sep-15	\$0	\$0	\$2,374.00	\$0	\$2,374.00
Oct-15	\$0	\$0	\$1,582.40	\$0	\$1,582.40
Nov-15	\$0	\$0	\$342.93	\$0	\$342.93
Dec-15	\$0	\$0	\$353.05	\$0	\$353.05
Jan-16	\$0	\$0	\$630.82	\$0	\$630.82
Feb-16	\$0	\$0	\$1,606.41	\$0	\$1,606.41
Mar-16	\$0	\$0	\$1,104.92	\$0	\$1,104.92
Apr-16	\$0	\$0	\$1,332.01	\$0	\$1,332.01
May-16	\$0	\$0	\$895.52	\$0	\$895.52
Jun-16	\$0	\$0	\$675.53	\$0	\$675.53
Jul-16	\$0	\$0	\$2,197.02	\$0	\$2,197.02
Aug-16	\$0	\$0	\$2,359.83	\$0	\$2,359.83
Sep-16	\$0	\$0	\$806.41	\$0	\$806.41
Oct-16	\$0	\$0	\$3.54	\$0	\$3.54
Nov-16	Missing Report				
Dec-16	Missing Report				
TOTAL	\$0.00	\$0.00	\$25,210.76	\$0.00	\$25,210.76

CARPENTER COMPLAINT 04/14 THRU 10/15

CHECK STUBS ANTHONY BARKER	\$15,315.25
Mike Leonzel	\$8,517.49
John Bettenhausen	\$1,487.35
Attorney Fees/Costs	\$9,733.75

TOTAL AMOUNT DUE \$60,264.60