

Exhibit A

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

TRUSTEES of the IRON WORKERS)	
TRI-STATE WELFARE PLAN)	
)	
Plaintiffs,)	Case No. 17-cv-6478
)	
)	Judge Feinerman
v.)	
)	
GES USA, INC.)	
)	
Defendant.)	

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

Debbie Trzeciak, declares as follows:

1. I am the Client Services Manager at the employer contributions department for the Trustees of the Iron Workers Tri-state Welfare Plan ("Trust Fund ") and in such capacity I am authorized to make this Declaration on behalf of the Trust Fund.
2. The Defendant executed an Agreement with the International Association of Bridge, Structural and Ornamental and Reinforcing Iron Workers ("Union") whereby it agreed to be bound by the provisions of a Collective Bargaining Agreement and to all Collective Bargaining Agreements subsequently negotiated.
3. Pursuant to the provisions of the Agreement and the Collective Bargaining Agreements, the Defendant agreed to be bound by the provisions of the Agreements and Declaration of Trust, which created the Plaintiffs' Trust Fund.
4. Pursuant to the provisions of the Collective Bargaining Agreements and Trust Agreements, the Defendant is required to submit monthly reports which list the number of hours worked by its iron worker employees and the Defendant is required to pay contributions based upon the hours listed.


5. Pursuant to the provisions of the Trust Agreements and the Collective Bargaining Agreement, the Defendant is required to submit to an audit to verify the accuracy of the contributions submitted by the Defendant to the Trust Funds.

6. The Plaintiffs audited the books and records of the Defendant to verify that all contributions were submitted. The audit revealed that the Defendant breached the provisions of the Collective Bargaining Agreement by underpaying contributions that are owed to the Trust Funds based upon the hours worked by employees during the period January 1, 2013 through March 31, 2016. The contributions owed to the Trust Funds as a consequence of this breach are \$20,360.29. (Exhibit B, Audit Report) Also, the Defendant owes \$1,229.00 for necessary and reasonable audit fees pursuant to the terms of the Trust Agreements.

7. Because of its failure to pay contributions in a timely manner, the Trust Agreement and Collective Bargaining Agreement mandate the assessment of liquidated damages. The liquidated damages calculation was based on the rate set forth in the controlling Trust Agreements, which is 1.5% per month. The amount of liquidated damages owed is \$6,519.90.

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.

Signature:



Client Services Manager

Dated:

11-8-17