

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

THE CONSTRUCTION INDUSTRY WELFARE)
FUND OF ROCKFORD, ILLINOIS and;)
THE CONSTRUCTION INDUSTRY)
RETIREMENT FUND OF ROCKFORD,)
ILLINOIS,)

Plaintiffs,)

v.)

CCS COSNTRUCTION, LLC,)

Defendant.)

CASE NO. 09 C 50151

Judge Frederick Kapala
Magistrate Judge Michael
Mahoney

AFFIDAVIT OF JIM FARONE

I, JIM FARONE, being first duly sworn on oath, deposes and states as follows:

1. I am the Administrative Director of The Construction Industry Welfare Fund of Rockford, Illinois and The Construction Industry Retirement Fund of Rockford, Illinois (hereinafter collectively referred to as the "Funds"), Plaintiffs in the above referenced action. My responsibilities include oversight of the collection of amounts owed by Defendant, CCS Construction, LLC. (hereinafter "CCS" or the "Defendant"). This Affidavit is submitted in support of the Funds' Motion for Entry of Judgment.
2. On or about December 13, 1999, CCS and the Heartland Regional Council of Carpenters and its Local Union #792 entered into a Collective Bargaining Agreement (See Exhibit C-1.) Pursuant to the terms of these Agreements, the Defendant is bound to the terms of the relevant collective bargaining agreements and trust agreements which state the Defendant must pay contributions to the Funds.


3. The Agreements and Trust Agreements to which the Defendant is bound require that the Defendant submit benefit reports and contributions by the fifteenth (15th) day of the following month. Payments which are not received by the twenty-fifth (25th) day of the month after the work was performed are required to pay an additional amount of ten percent (10%) in liquidated damages. Pursuant to these Agreements the Defendant was obligated to submit its books and records to the Funds for periodic audits to determine benefit contribution compliance.

4. CCS submitted its books and records to an audit. Pursuant to the audit, the Defendant owes \$12,864.61 in contributions and \$1,218.27 in liquidated damages for hours worked from January 1, 2006 through June 30, 2008. In addition, the audit fees for the audit are seven hundred and fifty dollars (\$750.00) and pursuant to the Agreements to which Defendant is bound, the Company is liable for this fee. See Exhibit B.

5. The Company also owes legal fees and costs in the amount of \$2,905.00 that the Funds have incurred in trying to collect on these delinquencies.

FURTHER AFFIANT SAYETH NOT

Dated this 15th day of October

By 
Jim Farone

Sworn and subscribed to before me
This 15th day of October, 2009

By 

