

MULTIEMPLOYER PENSION PLANS

WITHDRAWAL LIABILITY WORKSHOP

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WITHDRAWAL LIABILITY WORKSHOP

INTRODUCTION OF

SPEAKERS

AND

PROGRAM

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OUTLINE OF PRESENTATION

- Legal Roadmap
- Actuarial Issues
- Enforcement
- Case Study

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LEGAL ROADMAP

- **Multiemployer Pension Plan Amendments Act of 1980.**
- **Protect asset base of pension plan from withdrawing employers**
- **Exit fee, payment of share of unfunded vested liabilities**



BASIC RULES

- **Complete Withdrawal (§4203)**
 - Permanently ceases to have an obligation to contribute, or
 - Permanently ceases all covered operations under plan.



BASIC RULES

- **Partial Withdrawal (§4205)**
 - 70% decline in contribution base units (usually measured in hours), or
 - Partial cessation of contribution obligation, either
 - Under some but not all CBAs, or
 - For work performed at some but not all covered facilities.
 - Transfer of work to employer controlled entity



BASIC RULES

- **When Does Withdrawal Occur**

- Sale of Business
- Downsizing
- Going Non-Union
- Negotiating Plan out of CBA
- Union Won't Agree to New CBA



BASIC RULES

- **Who Pays?**

- Signatory Employer
- Controlled Group Members
 - Be Careful
 - All Trades or Businesses under Common Control or Ownership
 - Internal Revenue Code §§414(b) and (c)



BASIC RULES

- **Estimates of Withdrawal Liability**

- Contributing employer entitled to receive, within **180 days** of a written request:
 - Estimated amount of employer's withdrawal liability, if employer withdrew from plan on last day of preceding year, and
 - An explanation of how the estimated liability was determined.



BASIC RULES

- **Estimates of Withdrawal Liability**
 - Have Right to Request Every 12 Months
 - Timing of Request Critical
 - Official Estimate or Spreadsheet
 - Confirm Plan is Construction Industry Plan and Construction Exemption Applies



EXCEPTIONS

- **Sale of Assets Exemption (§4204)**
 - May apply if:
 - Purchaser obligated to contribute at same level as Seller, and
 - Purchaser posts bond, and
 - Seller remains secondarily liable.



EXCEPTIONS

- **Free Look Rule (§4210)**
 - Employer Has No Withdrawal Liability Upon Withdrawal if Obligation to Contribute Lasts No Longer than Number of Years Required for Vesting.
 - Must Satisfy Numerical Tests
 - Plan Trustees Must Adopt Rule.



CONSTRUCTION INDUSTRY RULES

- **Construction Industry Exemption (§4203(b))**

- Applies If:
 - Substantially All (≥85%) of the Employees for whom Employer made contributions to Plan are in the Building and Construction Industry, and
 - Plan Must Primarily Cover Building and Construction Industry Employees or Plan Must Adopt Exemption.



CONSTRUCTION INDUSTRY RULES

- **Construction Industry Exemption**

- Effect:
 - Complete Withdrawal unless Employer ceases to have obligation to contribute, and does not continue to work or resume work in the jurisdiction within 5 years.
 - Partial Withdrawal unless Employer's obligation to contribute continues for no more than an insubstantial portion of its work in the jurisdiction.



CONSTRUCTION INDUSTRY RULES

- **Construction Industry Exemption**

- **Project Labor Agreements**

- Is there Protection?
- ERISA Section 4203(b)(2)(B)

continues or resumes covered work in the jurisdiction of the collective bargaining agreement for which contributions are not made



CONSTRUCTION INDUSTRY RULES

• Project Labor Agreements

- Avoid Agreeing to Incorporation of Trust Agreements
- Free Look Rule
- De Minimis Exception
- Confirm CBA is PLA: Work outside PLA should never violate CIE
- Underlying Funds Have Right to Make Determination/Assessment
- Right or Wrong; May Have to Arbitrate



MASS WITHDRAWAL LIABILITY

- All Employers in the Plan Withdraw (the obligation to contribute ceases), or
- Substantially All Employers Withdraw pursuant to an Agreement to Withdraw



MASS WITHDRAWAL LIABILITY

- Three types of Mass Withdrawal Liability
 - Initial
 - Redetermination
 - Reallocation



MASS WITHDRAWAL LIABILITY

- **Liability is calculated under the normal withdrawal liability rules, except:**
 - 20 year cap lifted
 - Ability to Use De Minimis Reduction for Prior Withdrawals Curtailed (3 year lookback)



OTHER ISSUES

- **ERISA Section 4235**
 - Union Decertified/Thrown Out
 - New Union/New Plan
 - Can Avoid Withdrawal Liability Assessment
 - Must Follow Specific Procedures and New Plan Must be Financially Solid



OTHER ISSUES

- **Get Union to Indemnify Employer for Liability in Excess of Contractual Contribution Amounts**
 - 3rd Circuit Says OK
 - Pittsburgh Mack Truck Sales v. Int'l Union of Operating Engineers, Local Union No. 66, 07-3938, 9-4-09
 - 6th Circuit Says OK
 - Shelter Distribution, Inc. v. Gen'l Drivers, Warehouseman & Helpers Local Union No. 89, No. 11-5450, 3-16-12



Calculating Withdrawal Liability

Actuarial Issues



Actuarial Standards

- Actuaries practicing in the US are governed by different standards promulgated by the American Academy of Actuaries (AAA)
- The AAA:
 - Establishes professional standards of actuarial qualification, practice, and conduct
 - Advances actuarial practice by informing and educating its members on public policy and professionalism issues and current and emerging practices



Actuarial Standards (cont'd)

- Selected Standards of Practice
 - Measuring Pension Obligations (#4)
 - Data Quality (#23)
 - Selection of Economic Assumptions for Measuring Pension Obligations (#27)
 - Selection of Demographic and Non-Economic Assumptions for Measuring Pension Obligations (#35)



Actuarial Standards (cont'd)

- **Selected Standards of Practice (cont'd)**
 - Actuarial Communications (#41)
 - Selection and use of Asset Valuation Methods for Pension Valuations (#44)
- **Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the US**
- **Code of Professional Conduct**



Assumptions/Methodology

- **MPPAA stipulates that PBGC may promulgate regulations regarding the determination of UWB**
 - 30 years later—no regulations
 - “Actuary’s best estimate” applies otherwise
- **Identify/understand your Plan’s methodology**



Assumptions/Methodology *continued*

- **Ongoing valuation assumptions for liabilities and actuarial value of assets**
- **“Segal Blend” assumptions for liabilities and market value of assets**
 - Has withstood all challenges to date
- **PBGC-based interest assumptions only with either asset value**



Assumptions/Methodology *continued*

- **Assumptions beyond the interest rate**
 - Mortality
 - Retirement ages/rates
 - Plan-specific assumptions



Assumptions/Methodology *continued*

- **Supreme Court decision: Concrete Pipe and Products of California, Inc. v. Construction Laborers Pension Trust for Southern California 113 S.Ct. 2264 (1993) ("Concrete Pipe")**
 - Ongoing valuation assumptions and actuarial value of assets may be alternative method to compute UVB
 - If adopted by the Board, not necessarily the actuary's "best estimate"



Procedural Requirements

- **For each Plan Year that a "pool" exists, required information is:**
 - Total dollars of contributions for that year and prior 4 years
 - Total "contribution base units" (typically hours)
 - Highest contribution rate during last ten years



Allocation Method for Construction Funds

Presumptive Method

- Each year's change in UVB creates a "pool" of liability
 - Pools can be positive or negative
- Each pool is allocated based on contribution history over 5 years
- Pools written down 5% per year from inception
- Maximum of 20 pools can apply
- Only method available to construction industry plans

Presumptive Method - Example

- Develop the pools of liability for each year

12/31:	Plan Wide UVB for W/L	Pools			
		2008	2009	2010	2011
2007	\$0				
2008	\$8,800,000	\$8,800,000	\$8,380,000	\$7,920,000	\$7,480,000
2009	\$112,000,000	N/A	\$103,840,000	\$98,458,000	\$93,276,000
2010	\$100,000,000	N/A	N/A	-\$8,378,000	-\$8,059,100
2011	\$40,000,000	N/A	N/A	N/A	-\$54,696,900
Total		\$8,800,000	\$112,000,000	\$100,000,000	\$40,000,000

Presumptive Method—Example *continued*

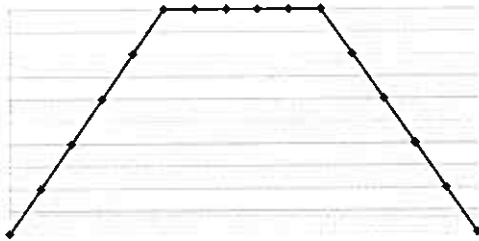
- Allocate the unfunded vested benefit liability pools

	5-Year Contributions			For a 2012 Withdrawal	
	Plan	Employer	Percentage	Pools	Allocated Amount
2008	\$25,000,000	\$2,579,250	10.317%	\$7,480,000	\$771,712
2009	\$27,000,000	\$2,754,270	10.201%	\$93,276,000	\$9,515,085
2010	\$30,000,000	\$3,124,500	10.415%	-\$8,059,100	-\$831,055
2011	\$28,000,000	\$3,251,640	11.613%	-\$54,696,900	-\$6,351,951
					\$3,303,791

DeMinimis Amount

- Subtracted from Allocated Amount of UVB
 - Amount based on Allocated Amount
 - Total UVB if UVB < \$50,000
 - \$50,000 if \$50,001 < Allocated Amount < \$100,000
 - If Allocated Amount > \$100,000
 - \$50,000 minus excess over \$100,000
 - \$0 if Allocated Amount > \$150,000
- Example:**
- Allocated Amount = \$120,000
 - DeMinimis = \$50,000 - \$20,000 = \$30,000
 - Withdrawal Liability = \$120,000 - \$30,000 = \$90,000

DeMinimis Amount Graphically



Payment Amount

- Uses highest contribution rate in last 10 years
- Uses highest 3-consecutive year contribution base units in last 10 years

Year:	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
Hours:	31,200	35,360	38,820	37,839	38,421	34,984	33,595	32,222	30,833	29,896
Rate:	\$1.00	\$1.05	\$1.10	\$1.10	\$1.15	\$1.20	\$1.25	\$1.25	\$1.35	\$1.40
Contributions:	\$31,200	\$37,128	\$42,722	\$41,733	\$44,184	\$41,957	\$41,956	\$40,278	\$41,780	\$41,574

Highest 3-consecutive year average (2004 – 2006) = 37,960
 Highest contribution rate = \$1.40
 Annual payment amount = \$53,144

- NOT a function of Withdrawal liability
- 20-year payment cap applies

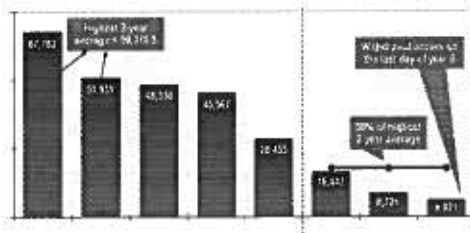
Payment Cap - Example

- Suppose employer is allocated \$1 million of total Unfunded Vested Benefits (UVB)
- Suppose annual payment amount is \$53,144
 - Not based on UVB amount allocated but past hours and contribution rate history
- Present Value of 20 years of annual payments of \$53,144 is \$582,409
- Employer's liability is "effectively" limited to \$582,409

Partial Withdrawal

- Triggered by
 - Transfer of work out of CBU to employer
 - Expiration of one, but not all, collective bargaining agreements
 - Work at some, but not all, covered facilities
 - A 70% decline in contribution base units (CBUs)
- 70% decline "trigger"
 - Examine CBUs in "3-year testing period"
 - Compare to "high base year" CBUs
 - Partial withdrawal if CBUs in 3-year testing period is not greater than 30% of CBUs in high base year

Partial Withdrawal—Example



Sample Withdrawal Liability Spreadsheet

Year Ended December 31	Unamortized Balance of Pools		Contributions During 5 Year Period Ending With Date Pool Established		Liability Allocated: (B) divided by (4), times the sum of (2) and (3)
	Basic Pools	Reallocated Pools	Total Pension Plan Contributions	Obligated Employer Pension Plan Contributions	
1	2	3	4	5	6
1 1995	\$1,031,438	0	10,741,887	\$10,218	\$1,714
2 1996	-735,041	0	10,861,470	21,097	(1,874)
3 2003	-171,446	0	13,857,043	158,045	(1,953)
4 2004	22,490,970	0	15,119,950	199,612	299,446
5 2005	-4,853,697	0	10,102,771	239,000	(71,176)
6 2006	5,820,316	0	17,401,723	337,685	76,446
7 2007	521,745	0	17,444,531	363,561	6,918
8 2008	-5,870,510	0	17,141,443	275,673	(127,643)
9 2009	-150,717	0	18,721,787	484,463	(3,991)
10 2010	6,762,544	0	21,658,605	525,823	159,392
11 2011	11,049,886	0	22,438,848	858,727	585,784
			Gross Liability (Sum of Column 6)		\$617,904
			Deductible: \$100.00 * (B) - (A), but not greater than (B) nor less than zero		0
			Net Withdrawal Liability By: (B)-(C), but not less than zero		\$617,904

Documentation

- What documents should an employer have to evaluate the withdrawal liability assessment?
 - Plan document
 - Summary Plan Description
 - Withdrawal Liability procedures
 - Valuation report/withdrawal liability report

Enforcement of Withdrawal Liability

Enforcement of Withdrawal Liability Assessments

- **Assessment to be issued "as soon as practicable" [§4219(b)(1)]**
 - Statement of Business Affairs ("SOBA") form
 - SOBA is to be returned within 30 days of demand [§4219(a)]
 - "as soon as practicable" is NOT a limitations period
- **Controlled Group rules (notice to one = notice to all) [§4001(b)(1)]**



Enforcement of WL Assessments *continued*

- **Form of Notice:**
 - the total due
 - a demand for payment
 - a schedule for payments (starting 60 days after demand - 20 year cap)
 - a lump sum option
 - a worksheet showing the calculations, rules for review, etc.



Enforcement of WL Assessments *continued*

- **Pay-as-you-go statute [§4219(c)(5) & 4221(d)]**
 - 60-day notice letters after first missed payment
 - Failure to cure accelerates the entire debt - for all Controlled Group members
 - Even while review/arbitration/litigation is ongoing.



Procedural Requirements

- "Request for Review" must be made within 90-days of receipt of the WL assessment
- Deadline applies to all Controlled Group members as well
 - Claims of "not or no longer in the Controlled Group as of the withdrawal date"

v.

- Claims of "never in the Controlled Group"



Procedural Requirements *continued*

- Request information needed early on to be able to meet the 90-day limit
- Be specific in your Request for Review, to avoid potential waiver issues
- PBGC Opinion Letter 91-7 (additional issues may be raised during review but do not toll the period for demanding arbitration)
- Trustees must issue written response to Request



Procedural Requirements *continued*

- Arbitration follows review, and is mandatory [§4221]
 - Failure to Request Review may = no right to arbitration
- Employer (including Controlled Group members) must file arbitration demand
 - within 60 days after Trustees notify of their disposition of the Request for Review, or
 - within 120 days of the filing of the Request if no response has been received



Procedural Requirements *continued*

- Check Plan rules for applicable arbitration rules and venue
- PBGC rules (29 CFR Part 4221)
- AAA rules (www.adr.org)
- PBGC Opinion Letter 91-7 (issues may be raised in arbitration demand that were not in the Request for Review – ability to raise additional issues at an even later date is a determination for the arbitrator)



Failure to Initiate Arbitration

- The entire assessment becomes due and owing as a matter of law. There are virtually no defenses to its enforcement.
 - Controlled Group members are foreclosed from litigating their own liability except where they are able to assert that they were never in the Controlled Group.
 - Evade or avoid determinations must be arbitrated – challenges cannot be presented first in litigation.



Analysis of Assessment

- Are there “unnotified” controlled group members?
- Has there been a complete (“C”) or partial (“P”) withdrawal?
 - Termination of CBA and obligation to contribute - C
 - Withdrawal of recognition - C
 - Cessation of operations - C
 - Cessation of contributions over time – C or P
 - Decline of contributions (P for non-construction plans) or Insubstantial union v. non-union work (P for construction plans)
 - Disclaimer of representation – C or P (PBGC Op. 95-2)



Analysis of Assessment *continued*

- **When was the withdrawal?**
- **Is the plan a construction industry plan or has it adopted the construction industry exemption?**
 - Teamster Plans – some have and many have not
- **If “yes” – are the employees for whom contributions have been made, engaged in the construction industry?**
 - Primarily a Teamster Plan issue
- **If “yes”, the construction industry exemption applies.**



Analysis of Assessment *continued*

- **Has the construction industry exemption been violated (continuation or resumption of covered work within the jurisdiction within 5 years)**
 - Nonunion v. other union
 - Subcontracting
 - Controlled Group members
 - Date of entry into common control
 - PLAs



Analysis of Assessment *continued*

- **What information should be requested?**
 - The most recent annual valuation reports
 - Does it show the assumptions for WL? If not, ask for them.
 - The current SPD and Plan document, with all the benefits described.
- **What benefits are included in the UVB analysis?**
 - Only non-forfeitable benefits may be included.
 - If the Report does not show, ask for this too and then consult your actuary.



Defenses to Withdrawal Liability

- Challenge the Plan determinations (the fact of withdrawal, the date of withdrawal, application of an exemption, evade or avoid, controlled group member, etc.)
- Such determination are presumptively correct [§4221(a)(3)(A)]
- Burden on the Employer to show by a preponderance of the evidence that a challenged determination was unreasonable or clearly erroneous



Defenses to a Withdrawal Liability *continued*

- UVB calculations are also presumptively correct [§4221(a)(3)(B)(i)(ii)]
- Employer must show by a preponderance of the evidence that either
 - (a) the actuarial assumptions and methods used were unreasonable in the aggregate [meaning a combination of methods and assumptions "not acceptable to a reasonable actuary" *Concrete Pipe*, 508 U.S. 602, 634 (1993)], or
 - (b) the actuary made a significant error in applying the actuarial assumptions or methods.



Defenses to a Withdrawal Liability *continued*

- Laches – available but unlikely to succeed
- Defined as inexcusable delay AND undue prejudice to the Employer (delays of up to 12 years have been found acceptable – based on the specific facts of the case)



Actions to Vacate an Arbitration Award

- Must be filed within 30 days of the issuance of the award [§4221(b)(2)]
- Presumption of correctness to the arbitrator's findings of fact [§4221(c)] – rebuttable only by a clear preponderance of the evidence
- *Beware* – attorneys fees and costs generally not recoverable in arbitration (absent bad faith, etc.) – will be recoverable in litigation when you do not prevail



Civil Actions - Statute of Limitations

- Statute of Limitations [§4301(f)] – civil action may not be brought after the later of
- 6 years after the date the cause of action arose –*but the cause of action only arises with the first missed payment*
- 3 years after the earliest date when the Plan knew or should have known of the cause of action, except that fraud or concealment extends that time to 6 years after the date of discovery of the existence of the cause of action



CASE STUDY



CASE STUDY

- Request for Estimate of Withdrawal Liability (Attachment A)

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CASE STUDY

- Statement of Business Affairs (Attachment B)

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CASE STUDY

- Assessment (Attachment C)

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CASE STUDY

- Request for Information (Attachment D)



CASE STUDY

- Request for Review (Attachment E)



CASE STUDY

- Request for Review – Construction Industry Exemption (Attachment F)



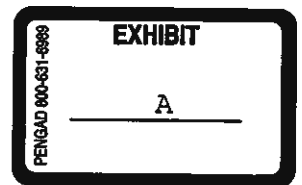
CASE STUDY

- Request for Arbitration (Attachment G)



DISCUSSION and QUESTIONS





**SAMPLE REQUEST FOR WITHDRAWAL LIABILITY
CERTIFIED MAIL/RETURN RECEIPT
ON COMPANY LETTERHEAD**

(DATE)

Fund Administrator [or Board of Trustees]
Name of Fund
Address
City, State Zip

**Re: Name of Company
 Account No.**

Dear _____ [or Fund Trustees]:

As you know, _____ is a contributing employer to the Fund.

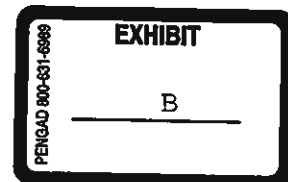
Pursuant to Section 101(l) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, we are hereby requesting that the Fund provide an estimate of the Company's potential withdrawal liability, if any, on the assumption that the Company were to withdraw from the Fund as of the date of this letter. We would like to receive a statement showing how the amount was calculated and showing the actuarial assumptions and methods used. If there is a monetary charge or fee for providing this information and estimate, please advise me of that number before acting on this request.

Alternatively, if you have a worksheet we can utilize to determine the Company's estimate of potential withdrawal liability, please provide a copy for our use. Please also provide a copy of the Plan, now in effect, and the Plan's most recent actuarial report and audit report.

Finally, please confirm for me that the Plan is a Building and Construction Industry Plan within the meaning of Section 4203(b) of ERISA, or if not, whether the Plan has otherwise been amended to incorporate the provisions of Section 4203(b) concerning the Building and Construction Industry.

If you have any questions, please call.

DISCLAIMER: This form does not represent Legal Advice. It may not be appropriate for all situations and should be modified as needed to address specific circumstances. If you have any questions about appropriate revisions for a particular situation, please contact the Ogletree Deakins lawyer with whom you normally work.



STATEMENT OF BUSINESS AFFAIRS
Reporting Business Form

RE: INVESTIGATION OF POTENTIAL COMPLETE OR PARTIAL WITHDRAWAL
BILLING NAME:
ACCOUNT NO.:

COMPLETION OF THIS STATEMENT OF BUSINESS AFFAIRS IS REQUIRED BY LAW

Section 4219(a) of ERISA {29 USC 1399(a)} provides that an employer SHALL FURNISH the information requested in this statement. Failure to furnish this information within 30 days will subject the employer to penalties authorized by federal law.

INSTRUCTIONS

The RESPONDENT is the entity to whom the letter which accompanied this Statement of Business Affairs is addressed. If RESPONDENT is not also the entity which reports/reported employee work history to the Fund under the above account number (the REPORTING BUSINESS), please contact the undersigned immediately so that an additional/alternative Statement of Business Affairs can be sent to you for completion.

If the Respondent is a partnership or corporation, the questions shall be deemed to be addressed to, and shall be answered on behalf of, the partnership or corporation.

Each question should be answered by a responsible individual (e.g., partner, principal, trustee, officer, etc.) of the Respondent who is authorized to answer such question. These questions shall be deemed continuing so as to require supplemental responses when and if you obtain further information subsequent to the return of this Statement of Business Affairs.

The failure to answer any question must be explained. If the correct answer is "Not Applicable" or "None," so indicate.

Your answer to each question should be correct and complete. Attach copies of documentary evidence in support of your responses. After due diligence in securing correct and complete answers, this Statement of Business Affairs shall be verified by the responsible individual who is authorized to answer such questions.

Return the completed Statement of Business Affairs with supporting documentary evidence to the Fund at the following address:

Attach continuation sheets as needed to complete your responses. Please identify each continuation sheet as follows:

Attachment to Statement of Business Affairs
(identify Respondent)
(identify question(s) being answered)
(identify date of completion)

A. IDENTIFICATION OF RESPONDENT.

1. What is the Respondent's full name and address?

Name: _____

Address: _____

2. List any assumed names used by Respondent.

3. What is Respondent's IRS Employer Identification Number?

4. What type of business is the Respondent? Check one.

☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Business Trust
☐ Governmental Unit
☐ Association
☐ Corporation
☐ "S" Corporation
☐ Limited Liability Corporation
☐ Other - Please explain.

5. If Respondent is a sole proprietorship, partnership or limited partnership, list the names and addresses of all of the principals of Respondent.

Name: _____

Relationship to Respondent: _____

Address: _____

Name: _____

Relationship to Respondent: _____

Address: _____

6. If Respondent is a corporation, an "S" corporation or a limited liability corporation, complete the following items.

State of Incorporation: _____

Date of Incorporation: ____/____/____

State Corporate Identification Number: _____

7. Identify all other entities in which Respondent ever held an ownership interest, describe the interest and identify the time period during which Respondent held such interest.

Entity's Name: _____

Address: _____

Entity's IRS Employer Identification Number: _____

Description of Interest: _____

Percent of ownership: _____ Time Period: _____ to _____

Entity's Name: _____

Address: _____

Entity's IRS Employer Identification Number: _____

Description of Interest: _____

Percent of ownership: _____ Time Period: _____ to _____

Entity's Name: _____

Address: _____

Entity's IRS Employer Identification Number: _____

Description of Interest: _____

Percent of ownership: _____ Time Period: _____ to _____

8. List all other entities which were ever owned or controlled by any parent organization or principals of Respondent, describe the relationship and identify the time period during which the parent or principals held such interest.

Entity's Name: _____

Address: _____

Entity's Employer Identification Number: _____

Description of relationship/interest: _____

Percent of ownership: _____ Time Period: _____ to _____

Entity's Name: _____

Address: _____

Entity's Employer Identification Number: _____

Description of relationship/interest: _____

Percent of ownership: _____ Time Period: _____ to _____

Entity's Name: _____

Address: _____

Entity's Employer Identification Number: _____

Description of relationship/interest: _____

Percent of ownership: _____ Time Period: _____ to _____

9. Did Respondent or any other entity on behalf of Respondent file a consolidated tax return at any time after September 26, 1980?

Yes: _____ No: _____

10. List all other account numbers under which Respondent makes or has made contributions to the Fund.

Name: _____

Account No.: _____

Name: _____

Account No.: _____

Name: _____

Account No.: _____

11. Identify all other entities involved in any merger, consolidation, or reorganization, however affected, with Respondent. Include any division or liquidation into a parent organization.

Name: _____

Address: _____

Entity's Employer Identification Number: _____

Relationship to Respondent: _____

Date: ____/____/____ Type of Event: _____

Name: _____

Address: _____

Entity's Employer Identification Number: _____

Relationship to Respondent: _____

Date: ____/____/____ Type of Event: _____

Name: _____

Address: _____

Entity's Employer Identification Number: _____

Relationship to Respondent: _____

Date: ____/____/____ Type of Event: _____

12. Is Respondent part of a group of trades or businesses under common control within the meaning of ERISA Section 4001(b) [29 USC 1301(b)]? In determining whether such a relationship exists, refer to Treasury Regulation Section 1.414(c).

Yes? _____ No? _____

If you answered "Yes" to this question, identify the entities which are under common control with Respondent.

Related Entity's Name: _____

Address: _____

Employer Identification Number: _____

Related Entity's Name: _____

Address: _____

Employer Identification Number: _____

Related Entity's Name: _____

Address: _____

Employer Identification Number: _____

13. **List the names and account numbers under which the related entities identified in your answer to question 18 make or have made contributions to the Fund.**

Name: _____

Account No.: _____

Name: _____

Account No.: _____

Name: _____

Account No.: _____

B. CAUSE OF CONTRIBUTION CESSATION/DECREASE. Complete this section with respect to the account number(s) listed on the front page of this Statement of Business Affairs.

1. When did Reporting Business stop making contributions to the Fund?

Date: ____/____/____

2. When did Reporting Business cease to be obligated to make contributions to the Fund under its collective bargaining agreement?

Date: ____/____/____

3. Please describe why Reporting Business ceased making contributions to the Fund.

C. TYPE OF WORK PERFORMED BY THE BARGAINING UNIT. Please limit your responses to the employees for whom Reporting Business made contributions to the Fund.

1. What is the principal product made or service performed by the employees of Reporting Business?

2. Specify the proportion of time the employees spent in each of the activities described in your answer to question 1 of this section. Please specify the type of activity, the proportion of time spent in that activity and the basis of your estimate.

3. What proportion of Reporting Business' total income is derived from each of the activities described in your answer to question 1 of this section? Please specify by activity.

4. What proportion of Respondent's total income is derived for each of the activities described in your answers to question 1 of this section? Please specify by activity.

E. CERTIFICATION OF STATEMENT OF BUSINESS AFFAIRS. By signing this Statement of Business Affairs, I certify that I have the authority to answer this questionnaire on behalf of Respondent, and that the Statement of Business Affairs, with its attachments, were prepared under my supervision after diligent inquiry, and are true and correct to the best of my knowledge and belief.

Signature: _____ Date: ____/____/____

Printed Name: _____ Phone: _____

Title: _____

Address: _____

Subscribed and sworn to before me at _____,

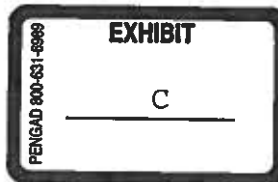
State of _____, this _____ day of _____

_____, 20____.

Notary Public: _____

County: _____

My Commission Expires: _____



WITHDRAWAL LIABILITY NOTIFICATION

Dear Employer and all related Controlled Group Members:

The Board of Trustees of the ("Fund") has determined that complete withdrawal from the ("Plan") in . Accordingly, this constitutes notice and demand for payment of the withdrawal liability set forth below.

WITHDRAWAL LIABILITY

When a complete withdrawal from a multiemployer plan occurs, ERISA requires that the Board of Trustees assess withdrawal liability. This letter supplies a notice of the Employer's estimated liability, resulting from a withdrawal from the Plan. You are required to make payments as outlined in this Notice. The Fund also reserves the right to revise this assessment at any time due to new information, which may alter the employer's liability. Also, please be advised that any payroll audits that are finalized after the date of this assessment may also result in a revision of the withdrawal liability assessment and/or payment schedule.

- The amount of withdrawal liability allocable to .05 withdrawal) is may pay this quarterly with 1 installments each in the amount

of \$28,830 and a final installment of \$6,710. The first installment is due by 10. may prepay the outstanding amount of withdrawal liability plus accrued interest at any time without penalty. The present value of these payments is \$441,825.

INSTALLMENT SCHEDULE

A copy of the withdrawal liability calculation and payment schedule determination is attached. The following information with respect to the installment schedule for payment of the withdrawal liability is also provided

1. The average number of contribution base units for which the Employer contributed to the Plan during the last 10 plan years was highest during the three consecutive years ending in 2002, 2003, and 2004. The average annual number of contribution base units during those years was 31,167.
2. The highest contribution rate at which the Employer contributed to the Plan during the last 10 plan years was \$3.70 per unit.
3. The amount of the annual withdrawal payments to the Plan is determined by multiplying the highest contribution rate by the average contribution unit figure. The annual withdrawal payment as so computed is \$115,318.
4. The quarterly withdrawal payment equals \$28,830 plus interest on the unpaid balance at 7% per annum.
5. The amount of the Employer's withdrawal liability is payable in 17 quarterly installments of \$28,830, plus a final payment of \$6,710. These quarterly installments are due by the 20th of each third month. The first payment is due by December 20, 2010, and applies whether or not the Employer requests a review or disputes the liability amount or payment schedules.
6. Withdrawal liability payments should be sent to the

DEFAULT

1. The failure to make any withdrawal liability payment in accordance with the installment schedule may result in a default, within the meaning of ERISA Section 4219 (c)(5). In which event, the total outstanding amount of withdrawal liability, plus accrued interest on the total outstanding liability from the due date of the first payment that is not timely made, shall become due immediately. The failure to make scheduled withdrawal liability payments also subjects the Employer to additional statutory liabilities under ERISA. Interest on payments not made shall accrue from the due date until the date on which payment is received. Interest shall be charged at rates based on prevailing market rates for comparable obligations, in accordance with regulations promulgated by the Pension Benefit Guaranty Corporation.
2. As permitted by ERISA Section 4219(c)(5), the Plan's withdrawal liability payment rules provide that the total outstanding liability shall, and without notice or demand, become immediately payable if the Employer is the subject of bankruptcy proceedings, or the Board of Trustees of the Plan deems itself insecure with respect to such payments. In the event of such default, the Employer shall also become liable for the interest on the total outstanding liability from the due date of the first payment that is not timely made. Interest shall be charged at rates based on prevailing market rates for comparable obligations in accordance with regulations promulgated by the Pension Benefit Guaranty Corporation.

RIGHT OF REVIEW

The Employer has a right to request a review of the calculations described in this letter. In this regard, within 90 days of your receipt of this notice and demand, the Employer may in writing:

1. Ask the Plan's Board of Trustees to review any specific matters relating to the determination of the Employer's liability and schedule of payments;
2. Identify any inaccuracy in the determination of the amount of the unfunded vested benefits (UVB) liability allocable to the Employer (for your reference, a copy of the UVB used in the calculation is enclosed); and
3. Furnish any additional information relevant to the determination of withdrawal liability or the payment schedule.

After a reasonable review of such matters raised by the Employer in a timely manner, the Board of Trustees will have 120 days to notify the Employer of its decision, if any, the basis for the decision and the reason for any change in the determination of withdrawal liability or the payment schedule. Failure to request a review, in writing, within 90 days shall make the determination herein final.

In addition, any dispute that arises concerning the determination of withdrawal liability may be subject to arbitration. Arbitration can be initiated within 60 days following the earlier of: (1) the date the plan sponsor notifies the Employer of its decision after a reasonable review of any matter raised, or (2) 120 days after the date the Employer requests a review of the sponsor's determination of withdrawal liability. Under the terms of the Plan, disputes should be submitted to arbitration through the Chicago Office of the American Arbitration Association ("AAA"), as provided in Section 4221 of ERISA, in accordance with the AAA's Rules for Withdrawal Liability Arbitration. Only those specific matters for which the Employer timely requested review may be submitted to arbitration.

Withdrawal Liability Payment Schedule -

Due Date	Amount
12/20/2010	\$28,830.00
3/20/2011	\$28,830.00
6/20/2011	\$28,830.00
9/20/2011	\$28,830.00
12/20/2011	\$28,830.00
3/20/2012	\$28,830.00
6/20/2012	\$28,830.00
9/20/2012	\$28,830.00
12/20/2012	\$28,830.00
3/20/2013	\$28,830.00
6/20/2013	\$28,830.00
9/20/2013	\$28,830.00
12/20/2013	\$28,830.00
3/20/2014	\$28,830.00
6/20/2014	\$28,830.00
9/20/2014	\$28,830.00
12/20/2014	\$28,830.00
3/20/2015	\$6,710.00
	\$496,820.00

1. Unfunded Vested Benefits (UVB)									
Plan Year Ending	(a) Five Year Total Contributions by All Employers Adjusted for Withdrawn Employers	(b) Contributions by Individual Employer	(c) Sum of Employer's Last Five Years of Contributions	(d) Change in Unfunded Vested Benefits	(e) Unamortized Changes in Unfunded Vested Benefits	(f) Unamortized Reallocated Amounts	(g) Total Unamortized	(h) Allocation = (c) ÷ (a)	(i) Unfunded Vested Benefits Attributed to the Employer = (g) × (h)
12/31/1981	\$ 2,137,630	\$ 4,730	\$ 11,514	\$ (1,024,804)	\$ 0	\$ 0	\$ 0	0.5386%	\$ 0
12/31/1982	3,252,704	7,576	19,090	(670,759)	0	0	0	0.5869%	0
12/31/1983	4,357,536	5,271	24,361	(779,114)	0	0	0	0.5591%	0
12/31/1984	4,987,932	10,400	31,369	(271,067)	0	0	0	0.6289%	0
12/31/1985	5,831,323	7,440	35,417	34,267	1,713	0	1,713	0.6074%	10
12/31/1986	6,915,169	12,272	42,959	35,980	3,598	108	3,706	0.6121%	23
12/31/1987	7,434,915	16,493	51,876	37,779	5,667	974	6,641	0.6977%	46
12/31/1988	8,262,793	13,187	59,792	39,668	7,934	363	8,297	0.7236%	60
12/31/1989	9,138,402	26,663	76,055	1,824,727	456,182	4,316	460,498	0.8323%	3,833
12/31/1990	9,643,405	15,478	84,093	1,288,337	386,501	10,759	397,260	0.8720%	3,464
12/31/1991	9,095,020	15,118	86,939	2,802,866	981,003	104,535	1,085,538	0.9559%	10,377
12/31/1992	9,397,196	12,861	83,307	(5,206,638)	(2,082,655)	75,074	(2,007,581)	0.8865%	(17,797)
12/31/1993	9,624,300	17,752	87,872	77,116	34,702	4,364	39,066	0.9130%	337
12/31/1994	9,959,766	16,203	77,412	80,972	40,486	2,570	43,056	0.7772%	335
12/31/1995	10,543,440	20,431	82,365	83,020	46,761	4,896	51,657	0.7812%	404
12/31/1996	10,919,653	21,493	88,740	89,271	53,563	5,171	58,734	0.8127%	477
12/31/1997	11,944,030	30,157	106,036	93,735	60,928	1,741	62,669	0.8878%	556
12/31/1998	13,342,363	84,077	172,361	98,422	68,895	4,143	73,038	1.2918%	944
12/31/1999	15,239,329	59,331	215,489	103,343	77,507	4,190	81,697	1.4140%	1,155
12/31/2000	16,950,634	59,479	254,537	1,912,746	1,530,197	6,424	1,536,621	1.5016%	23,074
12/31/2001	18,456,217	63,830	296,874	11,847,215	10,070,133	0	10,070,133	1.6085%	161,981
12/31/2002	20,132,642	76,257	342,974	18,775,642	16,898,078	0	16,898,078	1.7036%	287,871
12/31/2003	21,641,672	104,745	363,642	(17,954,086)	(17,056,382)	0	(17,056,382)	1.6803%	(286,596)
12/31/2004	\$ 21,932,516	\$ 109,382	\$ 413,693	\$ 13,320,414	\$ 13,320,414	\$ 0	\$ 13,320,414	1.8862%	\$ 251,251
Total UVB:					\$ 24,905,225	\$ 229,628	\$ 25,134,853		
Employer's Share of UVB:					\$ 441,825				
2. De Minimis Reduction									
a. .75% × 1(a)									\$ 186,789
b. Initial de minimis reduction; lesser of 2(a) and \$50,000									50,000
c. Adjustment to initial reduction: 1(i) less \$100,000; not less than \$0									341,825
d. 2(b) less 2(c); not less than \$0									\$ 0
3. Employer Share After De Minimis									
a. 1(i) less 2(d)									\$ 441,825

* Columns (a), (b), (c), (f) and (g), are as shown in the Allocation Report produced by United Actuarial Services, Inc.

4. Payment Amount and Length of Payment Period

Historical Contribution Base Units				
	Plan Year Ending	Employer Contribution Rate (per week)	Weeks Worked	3-Year Average
1	1995	1.75	11,930	N/A.
2	1996	2.00	11,093	N/A
3	1997	2.20	14,026	12,350
4	1998	2.40	35,778	20,299
5	1999	2.60	23,192	24,332
6	2000	2.80	21,834	26,935
7	2001	2.80	22,789	22,605
8	2002	3.00	27,060	23,564
9	2003	3.20	23,913	27,459
10	2004	3.30	23,913	27,459
11	2005	3.70	N/A	N/A

a. Highest consecutive 3-year average weeks worked from 1996 to 2005	\$	31,167
b. Highest contribution rate in the 10 year period including the year of withdrawal		3.70
c. Annual payment: 4(a) × 4(b)		115,318
d. Quarterly payment		28,830
e. Number of full quarterly payments		17
f. Final payment	\$	6,710

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Attorneys at Law

155 N. Wacker Drive

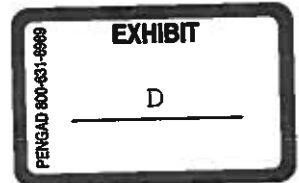
Suite 4300

Chicago, IL 60606

Telephone: 312.558.1220

Facsimile: 312.807.3619

www.ogletreedeakins.com



RE: **Pension Fund Notice and Demand for Payment for
Withdrawal Liability due to cessation of pension contributions for
working at Plant -- Request for Information**

Dear Mr.

The undersigned represents _____ in labor and employment matters.
Your letter dated November 2, 2011 to _____ has been forwarded to me for review.

As an initial matter, please confirm that the withdrawal liability calculation reflects a complete withdrawal, not a partial withdrawal, from the Fund by _____.

In addition, please provide me with the following information and documents:

1. The withdrawal date, i.e., the date upon or by which the Fund has determined that _____ withdrew from the Fund.
2. The last date for which the Fund has a record of any contributions by _____.
3. Copies of all valuation reports for the Fund for the Plan years ending September 30, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009 and 2010.
4. To the extent not reflected in the valuation reports requested above, any other documents identifying the actuarial assumptions the Fund used to calculate the Fund's Vested Benefit Liabilities as utilized for calculation of the level of Unfunded Vested Benefits (UVB) underlying the withdrawal liability calculation for _____.

Page 2

5. Please provide a list of the Fund's nonforfeitable benefits within the meaning of ERISA §4001(a)(8) which were included in the calculation of the Fund's total Vested Benefit Liabilities as utilized for the calculation of the level of UVBs underlying the withdrawal liability calculation for _____.

6. Copies of the current trust agreement for the Fund and any other documents which include the most current withdrawal liability rules used by the Fund to determine _____'s withdrawal liability and the payment schedule provided in your letter.

I would appreciate your providing these documents in sufficient time to permit a review and determination as to whether a request for review is appropriate. If you have any questions regarding the foregoing, please do not hesitate to call me.

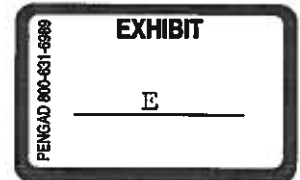
Very truly yours,

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Attorneys at Law

155 N. Wacker Drive
Suite 4300
Chicago, IL 60606
Telephone: 312.558.1220
Facsimile: 312.807.3619
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Thomas Vasiljevich
312.558.1224
thomas.vasiljevich@odnss.com



**Re: Request for Review of
Withdrawal Liability**

Dear Board of Trustees:

The undersigned represents _____ (the "Company") in connection with the Withdrawal Liability Assessment issued by the _____ Retirement Fund (the "Plan") by letter dated _____, a copy of which is enclosed as Exhibit A (the "Demand Notice") and which was received by the Company on or about _____. The Demand Notice states that the Company effected a complete withdrawal from the Plan on _____.

On behalf of the Company and in accordance with Section 4219(b)(2)(A) of ERISA, the Company hereby requests review by the Board of Trustees of the Fund of the determination by the Fund as set forth in the Demand Letter of (i) the amount of the Company's withdrawal liability, (ii) the schedule of payments and (iii) other related matters, as set forth below.

- 1) As a threshold matter, the date of complete withdrawal cited in the Demand Notice is incorrect. The Company continued to have an obligation to contribute to the Plan until the date the Company's collective bargaining agreement with _____ expired on _____. A copy of the collective bargaining agreement obligating the Company to contribute to the Plan until _____ is attached as Exhibit B.

Pursuant to Section 4203(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), a complete withdrawal only occurs when the employer either permanently ceases to have an obligation to contribute under the plan or ceases all covered operations under the plan. Neither of these events occurred on _____, as specified in the Demand Notice.

As noted above, the Company did not have a permanent cessation of its contribution obligation to the Plan until _____, when the aforesaid collective bargaining agreement expired. Furthermore, the Company continued to maintain covered operations under the Plan until such time.

Accordingly, since the Demand Notice uses an incorrect complete withdrawal date for the Company, the calculation of the Company's purported withdrawal liability is also incorrect, as it is predicated on the Plan's unfunded vested benefits and contribution history as of the Plan's Plan Year ending _____.

The Company therefore requests that the Plan rescind its Demand Notice because a complete withdrawal did not occur on the date stated in the Demand Notice and as a result, the amount requested in the Demand Notice as the Company's withdrawal liability is erroneous.

Alternatively, if the request to rescind the Demand Notice is not granted by the Board of Trustees, the Company also requests review by the Board of Trustees of the following issues.

- 2) The Company contests the actuarial assumptions, methods and calculations used by the Plan and its actuary in determining the amount of the Plan's unfunded vested liability.
- 3) The Company contests whether the Plan has properly computed the value of its assets and liabilities.
- 4) The Company contests the amount of the Plan's unfunded vested liability allocable to the Company as calculated by the Plan, including the accuracy of each underlying component used by the Plan in making such a determination, such as, but not limited to, the amount of the Company's historical contributions to the Plan.

Furthermore, by this letter, we are requesting that the Plan and the Trustees provide us with the following documentation concerning the information and methods used in calculating the withdrawal liability:

- 5) The Plan's actuarial valuation report for the last four years;

- 6) Any additional actuarial reports or information from the Plan's actuaries regarding withdrawal liability, produced within the last six years;
- 7) Any additional actuarial reports or information from the Fund's actuaries regarding any increases in plan benefits or a decision on whether to reduce future benefits, produced within the last six years;
- 8) A copy of the current plan document, trust instrument and summary plan description;
- 9) Any other plan provisions, rules or procedures pertaining to withdrawal liability; and
- 10) If not already contained in the foregoing, a detailed explanation of the actuarial assumptions and methods used in the calculation of withdrawal liability, including, without limitation how uncollected liabilities from other employers are reallocated.

* * * * *

By submission of this request for review and information, the Company does not waive its right to seek arbitration or judicial relief regarding any and all issues arising from the Demand Letter. The Company expressly reserves its right to seek arbitration or judicial relief with respect to any and all such issues.

Thank you for your attention to this request. If the Board of Trustees require any further information regarding the matters presented in this request for review, or have any questions regarding such matters, please contact the undersigned.

Very truly yours,

Thomas Vasiljevich

TV/sb
enclosures



FILE COPY

OGLETREE, DEAKINS, NASH,
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Thomas Vasiljevich
312.558.1224
thomas.vasiljevich@odnss.com



VIA EMAIL AND FIRST CLASS MAIL

Dear Mr.

As we discussed, I represent
and am responding to the withdrawal liability assessment issued by the above referenced Plan by
letter dated . (the "Assessment Letter") and our subsequent telephone
conversation regarding the propriety of such assessment.

You confirmed that the Plan has adopted the building and construction industry
exemption as set forth in ERISA Section 4203(b) and that such exemption applies to
Under the terms of that exemption, a withdrawal occurs only if:

- (A) an employer ceases to have an obligation to contribute under the plan, and
- (B) the employer
 - (i) continues to perform work in the jurisdiction of the collective bargaining agreement of the type for which contributions were previously required, or
 - (ii) resumes such work within five (5) years after the date on which the obligation to contribute under the plan ceases, and does not review the obligation at the time of resumption.

As a threshold matter, the Assessment Letter does not provide any facts indicating when
allegedly withdrew from the Plan, or the manner in which, if such withdrawal occurred,
violated either prong of the building and construction industry exemption as set forth

above. Certainly, the Assessment Letter should inform of the circumstances by which the Plan determined that a withdrawal occurred and if the exemption does not apply, so as to trigger the assessment of withdrawal liability, the manner in which the terms of the exemption were violated by

You informally indicated in our telephone conversation that you believed the Plan was aware of covered work being performed in the jurisdiction of the collective bargaining agreement by a separate entity, for which contributions were required to be made to the Plan but were not made. You stated that the Plan's interpretation of the building and construction industry exemption would include in the definition of "employer" for purposes of ERISA Section 4203(b), all members of controlled group.

In response, we take exception to the factual assertion by the Plan that performed any covered work in the jurisdiction of the collective bargaining agreement for which contributions were required to be made to the Plan but were not made as not factually correct. If the Plan has evidence that such work was performed, they should advise us. As discussed below, however, whether or not a separate entity from the signatory employer performs such covered work is not relevant to determine whether the signatory employer violates the construction industry exemption.

A plain reading of ERISA Section 4203(b) would indicate a narrow definition of employer is used, not the controlled group definition which the Plan seeks to impose. The reference to employer in ERISA Section 4203 (b)(2)(A) refers to the signatory employer, i.e., the employer that has an obligation to contribute to the plan. Only the signatory employer can have an obligation to contribute to the plan. The definition of employer does not then change for purposes of applying ERISA Section 4203 (b)(2)(B). It is the same employer, i.e., the signatory employer, referred to in ERISA Section 4203 (b)(2)(A), that may not violate prohibitions against continuing to perform work or resuming work which the statute covers in this instance.

Separately, the term "obligation to contribute" is defined by ERISA Section 4212(a) as including signatory employers or employers who have a duty to contribute "as a result of a duty under applicable labor-management relations law, *but does not include an obligation to pay withdrawal liability under this section*". In other words, while a nonsignatory controlled group member may have an obligation to pay withdrawal liability to a plan, that type of obligation does not equal an "obligation to contribute" for other purposes.

While there is a paucity of decisions interpreting ERISA Section 4203(b), your attention is directed to the U.S. Court of Appeals 9th Circuit opinion in H.C. Elliot, Inc. v. Carpenters Pension Trust Fund for Northern California, 859 F2d 808, 10 EBC 1312 (10-21-1988) which after reviewing the legislative history and the statutory construction of ERISA Section 4203(b), stated, "The word 'employer' describes one who was a signatory employer with respect to the plan." (Elliot, at 813). In accordance with the previous paragraph, we believe this is the correct result and should be adhered to by the Plan.

For the foregoing reasons, submits that it has not violated the building and construction industry exemption either by continuing to perform covered work or resuming covered work with the five year period so that the withdrawal liability assessment issued by the Plan is premature. respectfully requests that the withdrawal liability assessment be rescinded.

Please note that this letter is not intended to waive 's right to further request review of the withdrawal liability assessment within the time limits set forth in ERISA Section 4219(b)(2)(A), if necessary. Furthermore, I have been informed that has made its initial withdrawal liability installment payment to the Fund which should not be construed by the Fund as an admission as to the propriety of the assessment; rather, it was made, consistent with the installment payment schedule, in good faith thereof and request is hereby made for the return of any such payments made by together with applicable interest, consistent with the decision of the Trustees in this matter.

If you have any questions or wish to discuss, please contact me. We look forward to receipt of a favorable determination by the Trustees.

Very truly yours,

Thomas Vasiljevich

TV/sb



**DEMAND FOR
ARBITRATION**

Claimant: XYZ Construction Co.
Address

Counsel for Claimant:

Robert P. Casey, Esq.
robert.casey@odnss.com (312) 558-1250
Thomas Vasiljevich, Esq.
thomas.vasiljevich@odnss.com (312) 558-1224
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
155 N. Wacker Drive, Suite 4300
Chicago, IL 60606

Respondent: Board of Trustees of the [NAME OF PLAN]
Address

Counsel for Respondent:

Demand is hereby made to initiate arbitration of the withdrawal liability assessment in the amount of \$ _____ as set forth in the Demand for Withdrawal Liability Payments dated _____ issued by the Respondent (attached as Exhibit 1). The Claimant requested review of two issues, as set forth in the attached letter dated _____ (attached as Exhibit 2) and the Respondent issued its decision on review as set forth in the letter dated _____ (attached as Exhibit 3). The Claimant requests arbitration of the decision of the Respondent with respect to the issues raised by the Claimant.

attachments