

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

HILDA L. SOLIS, Secretary of Labor, :
United States Department of Labor, :
Plaintiff, :
 :
v. :
 :
GLEN ZUCKER, :
individually and as fiduciary of the :
GRANT SAINT JOHN 401(k) :
PROFIT SHARING PLAN, :
TRUPRINT SERVICES, INC. d.b.a. GRANT :
SAINT JOHN and the GRANT SAINT JOHN :
401(k) PROFIT SHARING PLAN, :
 :
Defendants. :

COMPLAINT

Plaintiff, Hilda L. Solis, Secretary of Labor, United States Department of Labor (the "Secretary"), alleges:

JURISDICTION AND VENUE

1. This action arises under Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. Secs. 1001, et seq., and is brought by the Secretary under ERISA Secs. 502(a)(2) and (5), 29 U.S.C. Secs. 1132(a)(2) and (5), to enjoin acts and practices which violate the provisions of Title I of ERISA, to obtain appropriate equitable relief for breaches of fiduciary duty under ERISA Sec. 409, 29 U.S.C. Sec. 1109, and to obtain

such further equitable relief as may be appropriate to redress violations and to enforce the provisions of Title I of ERISA.

2. This court has jurisdiction over this action pursuant to ERISA Sec. 502(e)(1), 29 U.S.C. Sec. 1132(e)(1).

3. Grant Saint John 401(k) Profit Sharing Plan ("Plan") is an employee benefit plan within the meaning of ERISA Sec. 3(3), 29 U.S.C. Sec. 1002(3), which is subject to the provisions of Title I of ERISA pursuant to ERISA Sec. 4(a), 29 U.S.C. Sec. 1003(a).

4. Truprint Services, Inc., d.b.a. Grant Saint John ("the Company"), an Ohio corporation, was the sponsor of the Plan. On information and belief, the Company ceased doing business on December 17, 2010.

5. Venue of this action lies in the Northern District of Ohio, pursuant to ERISA Sec. 502(e)(2), 29 U.S.C. Sec. 1132(e)(2), because the Plan was administered in Crawford County, Ohio within this district.

DEFENDANTS

6. At all relevant times, Defendant Glen Zucker, was President of the Company and a fiduciary of the Plan within the meaning of ERISA Sec. 3(21)(A), 29 U.S.C. Sec. 1002(21)(A) and a party in interest to the Plan within the meaning of ERISA Secs. 3(14)(A), (C) and (F); 29 U.S.C. Sec. 1002(14)(A), (C) and (F).

7. At all relevant times, the Company was the Plan Administrator and a fiduciary of the Plan within the meaning of ERISA Sec. 3(16)(A), 29 U.S.C. Sec. 1002(16)(A) and a party in interest to the Plan within the meaning of ERISA Secs. 3(14)(A) and (C); 29 U.S.C. Sec. 1002(14)(A) and (C).

8. The Plan is named as a defendant herein pursuant to Rule 19(a) of the Federal Rules of Civil Procedure solely to assure that complete relief can be granted.

COUNT I

Failure to Segregate and Remit Employee Contributions and Loan Repayments and Failure to Timely Remit Employee Contributions and Loan Repayments

9. Paragraphs 1 through 8 above are realleged and incorporated herein by reference.

10. From January 10, 2007 through January 9, 2009, Defendants Zucker and the Company withheld money from the paychecks of employees as contributions to the Plan but did not segregate these contributions from the Company's general assets as soon as they reasonably could do so and/or did not remit all of these contributions to the Plan. These monies remained commingled with the general assets of the Company and were used for the Company's general operating expenses.

11. From May 10, 2007 through June 10, 2008, Defendants Zucker and the Company withheld money from the paychecks of employees as loan repayments to the Plan but did not segregate these loan repayments from the Company's general assets as soon as they reasonably could do so. These monies remained commingled with the general assets of the Company and were used for the Company's general operating expenses.

12. Defendants Zucker and the Company used these plan assets mentioned in paragraphs

10 and 11 above for their own benefit, not for the benefit of the participants and beneficiaries.

13. Defendants Zucker and the Company failed to ensure that plan assets were paid into the Plan.

14. By the conduct described in paragraphs 9 through 13 above, Defendants Zucker and the Company:

a. failed to hold the assets of the Plan in trust in violation of ERISA Section 403(a) and (c)(1), 29 U.S.C. Section 1103(a) and (c)(1);

b. failed to discharge their duties with respect to the Plan solely in the interest of the participants and beneficiaries and for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Plan, in violation of ERISA Sec. 404(a)(1)(A), 29 U.S.C. Sec. 1104(a)(1)(A);

c. caused the Plan to engage in transactions that they knew or should have known constituted a direct or indirect transfer to, or use by or for the benefit of, parties in interest, of any assets of the Plan in violation of ERISA Sec. 406(a)(1)(D), 29 U.S.C. Sec. 1106(a)(1)(D);

d. dealt with assets of the Plan in their own interest or for their own account, in violation of ERISA Section 406(b)(1), 29 U.S.C. Section 1106(b)(1);

e. in their individual or other capacity acted in transactions involving the Plan on behalf of parties (or represented parties) whose interests were adverse to the interests of the Plan, or the interests of its participants or beneficiaries in violation of ERISA Section 406(b)(2), 29 U.S.C. Section 1106(b)(2).

PRAYER FOR RELIEF

WHEREFORE, the Secretary prays for judgment:

- A. Permanently enjoining defendants from violating the provisions of Title I of ERISA;
- B. Ordering defendants to make good to the Plan any losses, including lost opportunity costs, resulting from fiduciary breaches committed by such defendant or for which such defendant is liable;
- C. Ordering each defendant to correct the prohibited transactions in which he or it engaged, restore any losses to the Plan, and pay appropriate interest;
- D. Ordering Defendant Zucker to locate the participants of the Plan, distribute the plan assets to those participants and terminate the Plan;
- E. Ordering the removal of Defendants Zucker and the Company from their positions as fiduciaries with respect to the Plan once Defendant Zucker has terminated the Plan;
- F. Once Defendants Zucker and the Company are removed, permanently enjoining them from serving as fiduciaries or service providers to any ERISA-covered employee benefit plan;

- G. Awarding the Secretary the costs of this action; and
- H. Ordering such further relief as is appropriate and just.

M. PATRICIA SMITH
Solicitor of Labor

JOAN E. GESTRIN
Regional Solicitor

BENJAMIN T. CHINNI
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