

DEFAULT JUDGMENT IS HEREBY ENTERED against Defendants Danks, Williams, Sun Mortgage, and the Plan in accordance with the relief requested in the Secretary's *Complaint*, and it is:

ORDERED, ADJUDGED, AND DECREED that:

1. Danks and Williams are immediately removed from serving as fiduciaries of the Plan.
2. Danks and Williams are permanently enjoined from serving as fiduciaries or service providers to any ERISA-covered plan.
3. Danks, Williams, and Sun Mortgage are permanently enjoined from violating the provisions of Title I of ERISA.
5. Danks, Williams, and Sun Mortgage are jointly and severally liable to the Plan in the amount of \$52,172.93 (including lost opportunity costs) and are ordered to restore these losses to the Plan that result from fiduciary breaches committed by them, or for which they are liable, within ten days of the entry of this *Default Judgment*. Neither Danks nor Williams is obligated to repay employee contributions, loan repayments, and/or lost opportunity costs to his/her own individual Plan account for the purpose of this default judgment.
6. If Danks, Williams, and/or Sun Mortgage fail to restore \$52,172.93 to the Plan within ten days of the entry of this *Default Judgment*, Danks and Williams shall be deemed to have authorized the setoff of their individual Plan accounts, and the Plan shall set off funds from Danks' and Williams' individual Plan accounts to the accounts of the remaining Plan participants and beneficiaries in the manner described in Paragraph 7 below in amounts necessary to restore the losses incurred as a result of Danks', Williams', and Sun Mortgage's fiduciary breaches, as authorized by §1502(a) of the Taxpayer Relief Act of 1997, codified at 29 U.S.C. §1056(d)(4).

7. Upon receipt, the Plan shall credit the monies described in Paragraph 5 to the investment accounts of those individuals, other than Danks and Williams, who: (1) were employees of Sun Mortgage; (2) Plan participants during the period April 1, 2006, through July 6, 2009; and (3) had voluntary employee contributions and/or loan payments withheld from their pay for contribution to the Plan during this period and such contributions were either remitted to the Plan in an untimely manner or never remitted to the Plan. The Plan shall allocate the aforementioned funds to the individual investment accounts of the Plan's participants in an amount equal to the participant's unremitted contributions and loan repayments and/or lost opportunity costs owed to each participant

8. Upon entry of this *Default Judgment*, the Plan is deemed to be amended to allow for reallocation of Danks' and Williams' individual Plan account balances as authorized by §1502(a) of the Taxpayer Relief Act of 1997.

9. Stephen R. Page of GTrust Financial Services, 1129 SW Wanamaker Road, Topeka, Kansas 66604 is appointed as the independent fiduciary for the Plan. He shall have the following powers, duties and responsibilities:

A. He shall have the responsibility and authority to terminate the Plan, distribute its assets to the participants and beneficiaries, and conclude any Plan-related matters connected with the proper termination of the Plan.

B. He shall have responsibility and authority to collect, liquidate, and manage such assets of the Plan for the benefit of the eligible participants and beneficiaries of the Plan who are entitled to receive such assets, until such time that the assets of the Plan are distributed to the eligible participants and beneficiaries of the Plan;

C. He shall exercise reasonable care and diligence to identify and locate each participant and beneficiary of the Plan who is eligible to receive a payment under the terms of this *Default Judgment* and to disburse to each such eligible participant or beneficiary the payment to which he or she is entitled;

D. He shall have full access to all data, information and calculations in the Plan's possession or under its control, including that information contained in the records of the Plan's custodial trustees and other service providers, bearing on the distribution of benefit payments, participant account balances and current plan assets;

E. For the services performed pursuant to this *Default Judgment*, he shall receive compensation not to exceed \$1,000 for fees and expenses reasonably and necessarily incurred;

F. He shall obtain bonding in an amount that meets the requirements of ERISA §412, 29 U.S.C. §1112. The costs he incurs in obtaining such bonding shall be paid by the Plan.

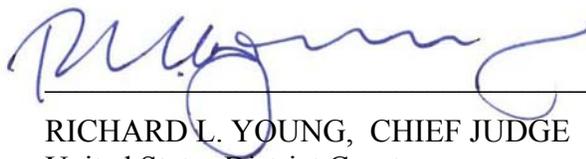
G. Within thirty days of the distribution of all of the Plan's assets, he shall provide the Regional Director of the Employee Benefits Security Administration, United States Department of Labor, Ft. Wright Executive Building, 1885 Dixie Highway, Suite 210, Ft. Wright, Kentucky 41011, a report identifying the distributions made by the Plan since his appointment.

10. Danks, Williams, and Sun Mortgage are ordered to correct the prohibited transactions in which they engaged.

11. The Secretary is awarded his attorney fees and the costs of this action.

12. The Court shall maintain jurisdiction over this matter only for purposes of enforcing this *Default Judgment*.

13. Nothing in this *Default Judgment* is binding on any government agency other than the United States Department of Labor.

A handwritten signature in blue ink, appearing to read 'R. Young', is written over a horizontal line.

RICHARD L. YOUNG, CHIEF JUDGE
United States District Court
Southern District of Indiana

Dated 03/04/2013

Service will be made electronically on all ECF-registered counsel of record via e-mail message generated by the court's ECF system.