

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

-----  
**THOMAS E. PEREZ**, Secretary of Labor,  
United States Department of Labor,

Plaintiff,

v.

**WILLIAM MORRIS; STEUBER & MORRIS JOINERS, LLC; REPLICIA, LLC**, Successor to Steuber & Morris Joiners, LLC; the **STEUBER & MORRIS JOINERS SIMPLE IRA PLAN** a/k/a the **REPLICIA WINDOWS SIMPLE IRA PLAN**; and the **STEUBER & MORRIS JOINERS GROUP HEALTH PLAN** a/k/a the **REPLICIA WINDOWS GROUP HEALTH PLAN**,

Defendants.

CIVIL ACTION

Case No. 1:13-cv-05488

Judge Gary Feinerman

Magistrate Judge Michael T. Mason

**DEFAULT JUDGMENT**

Plaintiff Thomas E. Perez, Secretary of Labor, United States Department of Labor (the “Secretary”), Plaintiff in the above-styled action, having filed his complaint and Defendants William Morris, Steuber & Morris Joiners, LLC (“SMJ”), Replicia, LLC (“Replicia”), the Steuber & Morris Joiners, LLC SIMPLE IRA Plan, a/k/a the Replicia Windows SIMPLE IRA Plan (“Retirement Plan”) and the Steuber & Morris Joiners, LLC Group Health Plan, a/k/a the Replicia Windows Group Health Plan (“Health Plan”) (collectively, “Defendants”) having been duly served, and Defendants having failed to plead or otherwise defend within the time prescribed by law, and default of the Defendants having been duly entered by this Court, and the truth of the allegations contained in the complaint having been made to appear by the declaration of Plaintiff’s investigator; now, therefore upon motion of the Plaintiff and for cause shown,

**JUDGMENT IS HEREBY ENTERED** against Defendants William Morris, Replica, SMJ, the Retirement Plan, and the Health Plan in accordance with the prayer of the complaint in the above-styled action; and it is:

**ORDERED, ADJUDGED, AND DECREED** that:

A. Defendants William Morris, Replica, and SMJ are hereby removed from their positions as fiduciaries with respect to the Retirement Plan;

B. Defendants William Morris, Replica, and SMJ are permanently enjoined from violating the provisions of Title I of the Employee Retirement Income Security Act of 1974 as amended, 29 U.S.C. §§ 1001 *et seq.* (“ERISA”);

C. Defendants William Morris, Replica, and SMJ are permanently enjoined from acting as fiduciaries or service providers to any employee benefit plan covered by ERISA;

D. Defendants William Morris and SMJ are jointly and severally liable to the Health Plan in the amount of \$1,496.30 for allowing Health Plan assets to be used for non-Health Plan purposes from June 5, 2009, through August 28, 2009, as well as \$253.33 in associated lost opportunity costs;

E. Defendants William Morris and SMJ are ordered to pay the Health Plan participants \$1,749.63 within ten days of the entry of this Judgment;

F. Defendants William Morris and Replica are jointly and severally liable to the Health Plan in the amount of \$6,064.32 for allowing Health Plan assets to be used for non-Health Plan purposes from February 5, 2010, through June 24, 2011, as well as \$723.33 in associated lost opportunity costs;

G. Defendants William Morris and Replica are ordered to pay the Health Plan participants \$6,787.65 within ten days of the entry of this Judgment;

H. Payments to the Health Plan participants of the amounts set forth in paragraphs E and G above shall be completed by sending a certified check to each Health Plan participant in accordance with Schedule A – Amounts Owed by Defendants William Morris and SMJ to the Health Plan Participants (attached hereto) and Schedule B – Amounts Owed by Defendants William Morris and Replica to the Health Plan Participants (attached hereto). Within ten days of the issuance of the checks a copy of each check shall be sent to the Regional Director, Employee Benefits Security Administration, 230 S. Dearborn, 21st Floor, Chicago, Illinois 60604 (“EBSA Regional Director”);

I. Defendants William Morris and Replica are jointly and severally liable to the Retirement Plan in the amount of \$2,640.83 for allowing Retirement Plan assets to be used for non-Retirement Plan purposes from September 24, 2010, through May 27, 2011, as well as \$358.28 in associated lost opportunity costs;

J. Defendants William Morris and Replica are ordered to pay the Retirement Plan \$2,999.11 within ten days of the entry of this Judgment;

K. Payments of the amount set forth in paragraph J above shall be completed by:

1. sending a certified check in the name of the Retirement Plan to LPL Financial, c/o HBT Investment Services, 925 Shooting Park Road, Peru, IL 61354, asset custodian of the Retirement Plan, in the amount of \$2,811.48 to be credited in accordance with Schedule C (attached hereto);

2. sending a file-stamped copy of this Default Judgment to LPL Financial, c/o HBT Investment Services, 925 Shooting Park Road, Peru, IL 61354;

3. sending a certified check directly to Jose Gonzalez, past Retirement Plan participant, in the amount of \$187.63;

4. within ten days of the issuance of the checks a copy of each check shall be sent to the EBSA Regional Director;

L. The United States Marshals Service is ordered to cause a true copy of this Judgment to be served on each of the Defendants; and

M. Defendants William Morris, Replica, and SMJ are ordered to pay the costs of this action, including the United States Marshals Service's fee and expenses for service of a true copy of this Judgment.

Dated: 4/17/2014

\_\_\_\_\_  
  
\_\_\_\_\_  
**GARY FEINERMAN**  
UNITED STATES DISTRICT COURT JUDGE