

The Defendants, having waived service of process and answer, admit to the jurisdiction of this Court over them and the subject matter of this action. The Individual Defendants neither admit nor deny the allegations in the Secretary's complaint.

The Secretary and Defendants have agreed to resolve all matters in controversy in this action between them (except for the imposition by the Secretary of any penalty pursuant to ERISA §502(l), 29 U.S.C. §1132(l), and any separate proceedings related thereto) and said parties do now consent to entry of a Consent Order and Judgment by this Court.

The Secretary and Individual Defendants further agree that, if the Secretary assesses a penalty pursuant to ERISA §502(l), 29 U.S.C. § 1132(l) in connection with the violations alleged in this matter, the "applicable recovery amount" shall include all amounts paid and to be paid in accordance with this Consent Order and Judgment.

On May 16, 2014, Individual Defendants deposited in their undersigned attorney's escrow account for the benefit of the Lakes Plan \$37,463.48, which includes: \$10,504.51 in unremitted employee contributions; \$16,116.80 in unremitted participant loan repayments; \$5,180.92 in associated lost opportunity costs; and \$5,661.25 for the costs of an independent fiduciary.

On May 16, 2014, Individual Defendants deposited in their undersigned attorney's escrow account for the benefit of the ADS Plan \$12,560.18, which includes: \$1,548.00 in unremitted employee contributions; \$6,665.04 in unremitted participant loan repayments; \$1,598.39 in associated lost opportunity costs; and \$2,748.75 for the costs of an independent fiduciary.

Individual Defendants have provided satisfactory proof that they have deposited the \$37,463.48 owed to the Lakes Plan and \$12,560.18 owed to the ADS Plan, in their undersigned

attorney's escrow account. Individual Defendants have no control over the undersigned attorney's escrow account.

Now, therefore, upon consideration of the record herein, and as agreed to by the parties hereto, the Court finds that it has jurisdiction to enter this Consent Order and Judgment, and being fully advised in the premises, it is

ORDERED, ADJUDGED AND DECREED that:

A. Individual Defendants are enjoined from serving as fiduciaries or service-providers to any ERISA-covered employee benefit plan for two (2) years from the date of entry of this Judgment.

B. Within ten (10) days of the entry of this Consent Order and Judgment Individual Defendants will direct their undersigned attorney to remit \$37,463.48 to Lefoldt & Co., P.A., the independent fiduciary of the Lakes Plan, on behalf of the Lakes Plan and \$12,560.18 to Lefoldt & Co., P.A., the independent fiduciary of the ADS Plan, on behalf of the ADS Plan. Within fifteen (15) days of sending the aforementioned amounts to Lefoldt & Co. P.A., Individual Defendants shall provide satisfactory proof of payment to the Regional Director, Employee Benefits Security Administration, 230 South Dearborn St., Suite 2160, Chicago, Illinois 60604 ("Regional Director").

C. Lefoldt & Co., P.A. is hereby appointed as the Plans' Independent Fiduciary ("Independent Fiduciary") and charged with the proper administration and termination of the Plans and has the following powers, duties, and responsibilities:

1. The Independent Fiduciary shall establish and have full control of a trust account in the name of the Lakes Plan and a trust account in the name of the ADS Plan within five (5) business days after receipt of the funds in paragraph B.

2. The Independent Fiduciary shall have the responsibility and authority to collect, liquidate, and manage all assets of the Plans for the benefit of the eligible participants and beneficiaries of the Plans;

3. The Independent Fiduciary shall have the duty to allocate monies received pursuant to this Consent Order and Judgment to the participants' individual plan accounts based on the participants' losses. The allocations shall be directed to the participants who (1) were employees of Lakes or ADS, respectively; (2) were participants in either of the Plans during the period of February 29, 2012 through August 1, 2012; and (3) had voluntary employee contributions and loan repayments withheld from their pay for contribution to the Plans during this period and such contributions and loan repayments remain unremitted. Within thirty (30) after the entry of this Consent Order and Judgment the Independent Fiduciary shall provide a written report of the allocations to the Regional Director and Individual Defendants' undersigned attorney, or shall notify the Regional Director and the Individual Defendants' undersigned attorney of the documents needed to complete the allocation within thirty (30) days after the entry of this Consent Order and Judgment;

4. The Independent Fiduciary shall have full access to all data, information and calculations in the Individual Defendants' and the Plans' possession or under their control relating to the Plans, including that information contained in the records of the Plans' custodial trustees and other service providers, bearing on the distribution of benefit payments, participant account balances and current plan assets;

5. The Independent Fiduciary shall comply with all provisions of ERISA and the Plans' documents in the performance of his fiduciary duties;

6. The Independent Fiduciary may retain such persons and firms including, but not limited to, accountants and attorneys, as may be reasonably required to perform his duties hereunder;

7. The Independent Fiduciary shall obtain bonding in an amount that meets the requirements of ERISA § 412, 29 U.S.C. § 1112. The costs incurred by the Independent Fiduciary in obtaining such bonding shall be paid by the Plans;

8. The Independent Fiduciary shall initiate the termination of the Plans in accordance with ERISA within thirty (30) days after the entry of this Consent Order and Judgment. The Independent Fiduciary's responsibilities shall include, but not be limited to, causing the distribution of the Plans' assets to the plan participants and filing all appropriate documents with the various government agencies. By March 15, 2015, the Independent Fiduciary shall provide satisfactory proof of such termination, including proof of issuance of the Plans' participants distributions, to the Regional Director and Individual Defendants' undersigned attorney; and

9. After making allocations and distributions to the participants of the Plans, as referenced in paragraph 3 above, for the services performed pursuant to this Consent Order and Judgment, the Independent Fiduciary shall receive compensation for specific services after they are completed, for which the total fees from the Lakes Plan shall not exceed \$5,661.25 and from the ADS Plan shall not exceed \$2,748.75, for fees and expenses reasonably and necessarily incurred in administering and terminating the Plans.

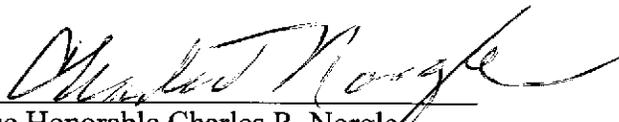
D. The Individual Defendants agree to fully cooperate with any requests from the Independent Fiduciary, any service provider, the Regional Director, or asset custodian, that relate to the administration and termination of the Plans.

E. Nothing in this Consent Order and Judgment is binding on any governmental agency except for the United States Department of Labor.

F. Each party agrees to bear his/her/its own attorney's fees, costs, and other expenses incurred by such party in connection with any stage of this proceeding to date including, but not limited to, attorneys' fees, which may be available under the Equal Access To Justice Act, as amended.

G. The Court retains jurisdiction for purposes of enforcing compliance with the terms of this Consent Order and Judgment.

DATED this 30 day of MAY, 2014.


The Honorable Charles R. Norgle
UNITED STATES DISTRICT JUDGE

The undersigned apply for and consent to the entry of this Consent Order and Judgment this 27 of May, 2014:

For the Defendants:

/s/ Brandy Williams
Brandy Williams

/s/ Wanda Knight
Wanda Knight

/s/ Dmazana Lumukanda
Dmazana Lumukanda

/s/ Charles E. Harris II
Charles E. Harris II
Mayer Brown LLP
Attorney for Brandy Williams, Wanda Knight, Dmazana Lumukanda

/s/ Wanda Knight
Lakes Area Advertisers, Inc. 401(k) Plan
By: Wanda Knight
Its: _____

/s/ Wanda Knight
A.D.S. Delivery Service, Inc. 401(k) Plan
By: Wanda Knight
Its: _____

For the proposed Independent Fiduciary,

/s/ M. Larry LeFoldt
M. Larry LeFoldt
LeFoldt & Co. P.A.

For the Secretary of Labor:

M. PATRICIA SMITH
Solicitor of Labor

CHRISTINE Z. HERI
Regional Solicitor

/s/ Ruben S. Chapa
Ruben R. Chapa
ERISA Counsel
Attorneys for Thomas E. Perez
Secretary of Labor, Plaintiff