

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

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

Plaintiff,

v.

1:15-cv-2388-WSD

**RIK SANCHEZ, ANTS
SOFTWARE, INC., and ANTS
SOFTWARE, INC. 401(K) PLAN,**

Defendants.

ORDER

This matter is before the Court on Plaintiff Thomas E. Perez's ("Plaintiff") Motion for Default Judgment [10]. This action was brought by Plaintiff, Secretary of Labor, United States Department of Labor, against Defendants pursuant to §§ 502(a)(2) and 502(a)(5), 29 U.S.C. §§ 1132(a)(2) and 1132 (a)(5), of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*, hereinafter referred to as ERISA. Plaintiff filed his Complaint on July 2, 2015. Defendants Rik Sanchez (Sanchez), Ants Software, Inc. (the Company), and Ants Software, Inc. 401(K) Plan (the Plan) were served in accordance with Rule 4 of the Federal Rules of Civil Procedure on October 8, 2015. The Clerk of Court, pursuant to Fed. R. Civ. P. 55(a), entered Default as to

these Defendants on November 9, 2015. Plaintiff now moves for default judgment. Defendants did not respond to Plaintiff's motion, and it is deemed unopposed. See LR 7.1(B), N.D.Ga. ("Failure to file a response shall indicate that there is no opposition to the motion");

Accordingly, having found good cause for the motion,

IT IS HEREBY ORDERED that Plaintiff's Motion for Default Judgment [10] is **GRANTED**.

IT IS FURTHER ORDERED that:

A. Defendants Sanchez and the Company are enjoined from violating the provisions of Title I of ERISA;

B. Defendants Sanchez and the Company are permanently enjoined from acting as a fiduciary, trustee, agent, or representative in any capacity to any employee benefit plan, as defined by ERISA.

C. Defendants Sanchez and the Company are removed from any position they hold as a named or functional fiduciary of the Plan.

D. Receivership Management, Inc., is appointed as the Independent Fiduciary to the Plan and:

1. The Independent Fiduciary shall collect, marshal, and administer all of the Plan's assets; evaluate all claims outstanding against them, and pay the assets out to participants and other creditors of the Plan; and, take such

further actions with respect to the Plan as may be appropriate.

2. The Independent Fiduciary shall have all the rights, duties, and responsibilities of any fiduciary or trustee described under the Plan documents or the applicable law, with respect to the Independent Fiduciary's duties.

3. The Independent Fiduciary is authorized to delegate or assign fiduciary duties as appropriate and allowed under the law.

4. The Independent Fiduciary is authorized to be paid reasonable fees and expenses, as approved by the Court upon application of the Independent Fiduciary. Approved fees and expenses may be paid from the assets of the Plan.

5. Defendants Sanchez and the Company shall promptly deliver or otherwise make available to the Independent Fiduciary any information, documents, files or other compilations, wherever and however stored, upon request of the Independent Fiduciary to perform the duties required by this Order.

6. The Independent Fiduciary is authorized to direct the disposition of assets of the Plan.

7. Defendants Sanchez and the Company shall be responsible for paying the Independent Fiduciary's fees with respect to services performed for the Plan by or on behalf of the Independent Fiduciary, upon approval of such fees by the Court.

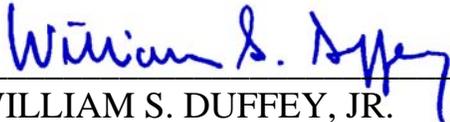
8. The Independent Fiduciary shall submit to the Court for

approval (a) a proposed fee schedule and (b) an estimate of the total fees associated with distributing assets and terminating the Plan (the "Schedule and Estimate").

Copies of the Schedule and Estimate shall be delivered to all parties to this litigation within 10 days after Judgment is entered. The parties shall have ten (10) days from receipt of the Schedule and Estimate to comment on the proposed fee schedule.

9. The Independent Fiduciary shall file and serve on all parties its final bill for services to the Plan. If no party or the Court objects within twenty (20) days of service, payment shall be made, within fifteen (15) days, by the Defendants, to the Plan, by sending payment by certified check to the Independent Fiduciary. Post judgment interest is to be assessed against any amount of the final bill that is not paid within the fifteen (15) day period, as provided by 28 U.S.C. § 1961. Post judgment interest shall accrue until the final bill is paid in full.

SO ORDERED this 8th day of January, 2016.



WILLIAM S. DUFFEY, JR.
UNITED STATES DISTRICT JUDGE