UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

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PENSION BENEFIT GUARANTY CORPORATION,
AS STATUTORY TRUSTEE OF THE
FRANSHAW, INC. DEFINED BENEFIT PENSION PLAN,
1200 K STREET, N.W.
WASHINGTON, D.C. 20005-4026,

PLAINTIFF,

Civ. No. 1:18-cv-01926

v.

MURRAY S. MIZRACHI
1029 OCEAN PARKWAY
BROOKLYN, NY 11230-4006,

COMPLAINT

AND

EZRA A. SHAMAH
447 AVENUE P
PH 3
BROOKLYN, NY 11223-1962,

DEFENDANTS.
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Summary of Action

The Pension Benefit Guaranty Corporation ("PBGC"), as statutory trustee of the Franshaw, Inc. Defined Benefit Pension Plan (the "Plan"), brings this action to collect from the Plan's former trustees, Defendants Murray S. Mizrachi and Ezra A. Shamah (collectively the "Defendants"), their joint and several liability under sections 405 and 409 of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. §§ 1105, 1109 (2012 and Supp. II 2014), with respect to the violations of their duties to the Plan as fiduciaries.

Jurisdiction and Venue

1. This Court has jurisdiction over this action without regard to the amount in controversy, pursuant to 29 U.S.C. § 1303(e)(3).

2. Venue in this district is proper under 29 U.S.C. § 1303(e)(2).

3. This action is timely under 29 U.S.C. § 1303(e)(6)(B) and (C). The statute of limitations under 29 § 1303(e)(6)(A), (B)(ii) has been tolled by agreements of the Parties through March 31, 2018.

Parties

4. PBGC is a wholly-owned United States Government Corporation established under Title IV of ERISA, 29 U.S.C. §§ 1301-1461 (2006 and Supp. V 2011), to administer the nation's defined benefit pension plan termination insurance program. 29 U.S.C. § 1302(a). Subject to statutory limits, PBGC guarantees the payment of benefits under terminated pension plans covered under Title IV ("PBGC-Covered Plans"). 29 U.S.C. § 1322.

5. When a PBGC-Covered Plan terminates with insufficient assets to pay all benefits to participants and beneficiaries, PBGC typically becomes statutory trustee of the plan and pays benefits up to the statutory limit. *See* 29 U.S.C. § 1342(b)(1). In that capacity, PBGC has the power to collect for the plan any amounts due the plan, and to "commence, prosecute, or defend on behalf of the plan any suit or proceeding involving the plan." *See* 29 U.S.C. § 1342(d)(1)(B)(ii), (iv). In addition, under ERISA, PBGC may bring civil actions "for appropriate relief, legal or equitable or both" to enforce the provisions of Title IV of ERISA. 29 U.S.C. § 1303(e)(1).

6. Defendant Murray S. Mizrachi is a natural person residing in Brooklyn, New York. At all relevant times, he was the vice president and a 30 percent shareholder of Franshaw,

Inc. ("Franshaw"). In addition, Mr. Mizrachi was one of the Plan's two trustees since its inception.

7. Defendant Ezra Shamah is a natural person residing in Brooklyn, New York. At all relevant times, he was president and a 40 percent shareholder of Franshaw. In addition, Mr. Shamah was one of the Plan's two trustees since its inception.

8. Franshaw was a New York corporation with its offices in New York City. Until it ceased operations in 2012, Franshaw was an importer and wholesaler of casual clothing. In addition to the Defendants, the remaining 30 shares of Franshaw were owned in equal proportion by Abraham Shamah and Ezra Tawil, both of Brooklyn, New York.

9. Franshaw also operated under the name "Franshaw Associates" and incorporated that name in New Jersey in 1999, although Franshaw conducted business as Franshaw Associates prior to its official incorporation date.

10. At all relevant times, Franshaw, with respect to the Plan, was the "employer", as that term is defined by 29 U.S.C. § 1002(5); the "administrator", as that term is defined by 29 U.S.C. § 1002(16)(A); the "plan sponsor", as that term is defined by 29 U.S.C. § 1002(16)(B); and a "party in interest" as the phrase is defined by 29 U.S.C. § 1301(a)(14).

Pension Plan

11. The Plan was established by Franshaw, effective June 1, 1976, to provide pension benefits for certain of its employees, and amended from time to time. The Plan was amended and restated, effective January 1, 2000, on May 24, 2002, and was amended and restated again, effective January 1, 2010. At all relevant times, the Plan has been a defined benefit pension plan, covered by ERISA's pension termination insurance program which PBGC administers and acts as guarantor.

12. On June 18, 2013, Franshaw, in its role as Plan administrator, filed a Notice of Intent to Terminate the Plan under the Distress Termination provisions described in 29 U.S.C. § 1341(c).

13. PBGC was appointed statutory trustee of the Plan pursuant to 29 U.S.C. §1342(c), by an agreement dated August 6, 2014, between PBGC and Franshaw, as the Plan administrator. The agreement established September 1, 2013, as the Plan's termination date under 29 U.S.C. § 1348. PBGC is paying benefits under the Plan, up to the statutory limits.

14. When PBGC took over the Plan in late 2013, the agency took possession of the Plan's assets which, valued as of the Plan's termination date, totaled $3,396,143.

15. When the Plan terminated, the benefits payable to participants and beneficiaries exceeded the amount of the Plan's assets by more than $12.9 million.

Loans from Plan Assets

16. At all relevant times, the Defendants, as trustees of the Plan, were "fiduciaries" with respect to the Plan as the term is defined in ERISA, 29 U.S.C. § 1002(21).

17. The Plan does not authorize loans to non-participants. However section 7.14 of the Plan provides that, "[s]ubject to any rules or procedures set forth in a written loan policy that may be established by the Administrator …" the Trustees may make loans to Plan participants provided that they are nondiscriminatory, not made to owner-employees or shareholder-employees, made in writing, bare reasonable interest, be secured and be due within 5 years. A participant loan can be secured by a participant's benefit, provided that his or her spouse consents in writing. Plan § 7.14(h).

18. Contrary to the Defendants response to the Subpoena Interrogatories, from 1985 through at least 2007, Defendants, in their role as Plan trustees, caused the Plan to make 24 or more loans of Plan assets -- totaling $2,208,500.00 -- to themselves, Franshaw, Franshaw Associates, Franshaw's other shareholders, the Defendants' family members, and others. The loan transactions are as follows:

A. On March 15, 1985, Defendants caused the Plan to lend $50,000, at 6% interest to Defendant Ezra Shamah which was "payable on demand." A copy of Defendant Shamah's promissory note is attached as "Plaintiff's Exhibit 1" and is incorporated herein by reference. There is no record Defendant Shamah provided security for the loan or ever collected repayment on behalf of the Plan. Also, on March 15, 1985, Defendant Shamah loaned the $50,000 that he received from the Plan to Franshaw. A promissory from Franshaw was issued to Defendant Shamah for the $50,000 loan with the same terms as his loan from the Plan. A copy of Franshaw's Promissory note to Shamah is attached as "Plaintiff's Exhibit 2" and is incorporated herein by reference.

B. On March 15, 1985, Defendants caused the Plan to lend $50,000, at 6% interest to Defendant Murray Mizrachi which was "payable on demand." A copy of Defendant Mizrachi's Promissory note is attached as "Plaintiff's Exhibit 3" and is incorporated herein by reference. There is no record Defendant Mizrachi provided security for the loan or ever collected repayment on behalf of the Plan. However, Mr. Mizrachi, also on March 15, 1985, received a nearly identical promissory note from Franshaw for $50,000 with identical terms. A copy of

Franshaw's Promissory note to Mr. Mizrachi is attached as "Plaintiff's Exhibit 4" and is incorporated herein by reference.

C. On January 1, 1996, either one of the Defendants, or both, caused the Plan to make two loans to McRoberts Realty ("McRoberts") in the amounts of $270,000 and $500,000. Both loans were at an interest rate of 1% over prime. On November 3, 1998, Defendants caused the Plan to loan an additional $130,000 to McRoberts, on the same terms as before. A copy of all three of McRoberts' promissory notes are attached as "Plaintiff's Exhibit 5" and incorporated herein by reference. A notation on Plaintiff's Exhibit 5, besides the promissory note for $270,000, appears to indicate that the first loan was repaid to the Plan, but the others were not. There is no record\showing that Defendants collected the remaining $630,000 owed to the Plan by McRoberts. McRoberts is a New York corporation with its offices in Brooklyn, New York.

D. On January 30, 1996, Defendant Shamah caused the Plan to loan $150,000, at 12% interest, to Ike M. Tawil, doing business as "IMT Accessories", due on demand. A copy of Ike Tawil's Promissory note is attached as "Plaintiff's Exhibit 6" and incorporated herein by reference. Attached as "Plaintiff's Exhibit 7", which is incorporated by reference herein, is a check from the Plan to IMT Accessories, dated June 30, 1996, in the amount of $150,000 and signed by Defendant Shamah. There is no record this debt was repaid.

E. On September 5, 1997, Defendant Shamah caused the Plan to make three loans, totaling $155,000, at 8% interest, to Franshaw Associates. A copy of the three Promissory notes, signed by Defendant Shamah on behalf of Franshaw

Associates, is attached as" Plaintiff's Exhibit 8" and incorporated herein by reference. There is no record that the debt was repaid.

F. On May 15, 1999, Defendant Shamah caused the Plan to loan $50,000, at 5% interest to Ezra Chabot. A copy of Mr. Chabot's promissory note is attached hereto as "Plaintiff's Exhibit 9" and incorporated herein. There is no record that the debt was repaid.

G. On January 3, 2000, Defendant Mizrachi caused the Plan to lend $75,000, at 5% interest, to his son and daughter-in-law, Joseph and Natalie Mizrachi. A copy of their promissory note is attached as "Plaintiff's Exhibit 10" and incorporated herein by reference. There is no record that this debt was repaid.

H. On February 21, 2001, Defendant Mizrachi caused the Plan to lend $20,000, at 5% interest, to Franshaw shareholder Ezra Tawil. A copy of the promissory note signed by Ezra Tawil, and by his wife, Adele Tawil, as guarantor, is attached as "Plaintiff's Exhibit 11" and incorporated herein by reference. There is no record that this debt was repaid.

I. On February 22, 2001, Defendant Mizrachi caused the Plan to lend an additional $20,000, at 5% interest, to his son and daughter-in-law, Joseph and Natalie Mizrachi. A copy of their promissory note for $20,000 is attached as "Plaintiff's Exhibit 12" and incorporated by reference herein. There is no record that this debt was repaid.

J. On February 22, 2001, Defendant Mizrachi caused the Plan to lend $20,000, at 5% interest, to shareholder and Plan participant Abraham Mizrachi, and his wife Sarah. A copy of the promissory note signed by them is attached as "Plaintiff's

Exhibit 13" and incorporated by reference herein. There is no record that this debt was repaid.

K. On March 22, 2001, Defendant Shamah caused the Plan to lend $22,500, at 8% interest, to Shaya Chabot. A copy of the promissory note he signed is attached as "Plaintiff's Exhibit 14" and incorporated by reference herein. There is no record that this debt was repaid.

L. On June 25, 2002, Defendant Mizrachi caused the Plan to make two loans to Franshaw Associates, as evidenced by a promissory note, signed by Defendant Mizrachi on behalf of Franshaw in the amounts of: (1) $77,242, at 6% interest, and $97,758, at 6% interest. A copy of the two promissory notes are attached as "Plaintiff's Exhibit 15" and incorporated by reference hereto. There is no record that these debts have been repaid.

M. On April 10, 2006, Defendant Shamah caused the Plan to loan $50,000 to Harry Mizrachi at no interest and without a promissory note. A copy of check 1001 from the Plan's brokerage account, signed by Mr. Shamah, and the hand-written promise of Harry Mizrachi to pay back the money within a year is attached as "Plaintiff's Exhibit 16" and incorporated by reference herein. Notes on Plaintiff's Exhibit 16 indicate that the Plan received two payments from Mr. Mizrachi: on June 18, 2008, he repaid $30,000, and on September 26, 2008, he repaid $20,000.

N. On April 18, 2006, Defendant Shamah caused the Plan to lend $80,000, at 15 percent, to Krysztof Gozdz. A copy of the promissory note is attached as

"Plaintiff's Exhibit 17" and incorporated by reference herein. There is no record that this debt was repaid.

O. On June 6, 2006, Defendant Shamah caused the Plan to lend $220,000, at 10 percent interest to Krysztof Gozdz. A copy of the promissory note is attached as "Plaintiff's Exhibit 18" and incorporated by reference herein. The Plan collected $240,000 on this loan in 2015.

19. The Defendants each kept records of loans they made that were still receivables, as well as other Plan investments. Attached as "Plaintiff's Exhibit 19" is the "Murray Mizrachi Account Balances" dated January 17, 2006. Two lists maintained by Defendant Shamah, referred to as "ES" and "EAS #2, both dated as of February 12, 2008, are attached as "Plaintiff's Exhibit 20." Both exhibits reveal that the following loans had not been collected as of those dates. These include:

A. Defendant Mizrachi, in Plaintiff's Exhibit 19, listed the following debts, referenced above, as receivables on January 17, 2006:

1) Franshaw Associates -- $154,742;

2) Franshaw, Inc. -- $50,000;

3) Joey Mizrachi -- $75,000[1];

4) Ezra Tawil -- $20,000;

5) Joseph Mizrachi -- $20,000;

6) Abraham Mizrachi -- $20,000.

[1] On information and belief, Defendant Mizrachi refers to his son Joseph as "Joey."

B. Also in Plaintiff's Exhibit 19, Defendant Mizrachi indicates a new, undated loan receivable to someone or something named "Barkai", in the amount of $35,000.

C. Defendant Shamah, in Plaintiff's Exhibit 20, listed the following loans, referenced above, as receivables as of February 12, 2008:

1) Shaya Chabot -- $10,000 and $22,500 (loaned from different accounts);

2) Ike M. Tawil -- $150,000;

3) Franshaw Associates -- $151,758 and $23,500;

4) Krzysztof Gozdz -- $120,000;

5) Harry Mizrachi -- $50,000.

D. Defendant Shamah also indicates new loan receivables from:

1) Alan Ashkenazie for $20,000;

2) A. Sutton -- $110,000; and

3) CIT -- $40,000.

20. Based on the records available to PBGC, Defendants made loans in excess of $2 million from the Plan's assets.

21. Based on the records available to PBGC, Defendants collected only $560,000 from the borrowers. On information and belief, the total principal amount of the loans still outstanding is greater than $1.6 million.

COUNT I: FIDUCIARY LIABILITY

Violations of 29 U.S.C. § 1104(a)(1)(A) (Duty of Loyalty)

22. PBGC repeats and realleges the allegations contained in paragraphs 1 – 21.

23. At all relevant times, the Defendants, as trustees of the Plan, were "fiduciaries" with respect to the Plan as the term is defined in ERISA, 29 U.S.C. § 1002(21).

24. At all relevant time, the Defendants were acting in their capacity as trustees of the Plan.

25. ERISA requires that a fiduciary "discharge his duties with respect to a plan solely in the interest of the participants and beneficiaries and -- (A) for the exclusive purpose of: (i) providing benefits to participants and their beneficiaries; and (ii) defraying reasonable expenses of administering the plan." 29 U.S.C. § 1104(a)(1).

26. Defendants violated their duty to act solely in the interest of plan participants and beneficiaries, as required by 29 U.S.C. § 1104(a)(1)(A) by causing the Plan to make more than $2.2 million in loans of Plan assets to themselves, Franshaw, Franshaw Associates, and other persons who are not authorized by the Plan and/or ERISA to receive loans from the Plan;

27. Having violated their duty of loyalty, Defendants are therefore liable to make restitution to the Plan of its losses, including opportunity costs, pursuant to 29 U.S.C. §§ 1105 and 1109.

COUNT II: FIDUCIARY LIABILITY

Violations of 29 U.S.C. § 1104(a)(1)(B) (Duty of Prudence)

28. PBGC repeats and realleges the allegations contained in paragraphs 1-27.

29. At all relevant times, the Defendants, as trustees of the Plan, were "fiduciaries" with respect to the Plan as the term is defined in ERISA, 29 U.S.C. § 1002(21).

30. At all relevant time, the Defendants were acting in their capacity as trustees of the Plan.

31. ERISA requires that a fiduciary "discharge his duties with respect to a plan solely in the interest of the participants and beneficiaries …(B) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims." 29 U.S.C. § 1104(a)(1).

32. A pension plan trustee's duty to act with prudence, and diligence includes taking appropriate action to recover receivables owed to the Plan.

33. Defendants violated their duty to discharge their duties with the care, skill, prudence and diligence required under 29 U.S.C. § 1104(a)(1)(B) by:

A. Caused the Plan to make more than $2.2 million in loans of Plan assets to themselves, Franshaw, Franshaw Associates, and other persons who are not authorized by the Plan and/or ERISA to receive loans from the Plan;

B. Failed to ensure that the promissory notes were secured;

C. Failed to collect nearly two-thirds of the outstanding debt and interest owed to the Plan from the commencement of each outstanding loan until PBGC was appointed statutory trustee of the Plan in 2014 and failing to collect on the promissory notes;

34. Having violated their duty of prudence, Defendants are therefore liable to make restitution to the Plan of its losses, including opportunity costs, pursuant to 29 U.S.C. §§ 1105 and 1109.

COUNT III: FIDUCIARY LIABILITY

29 U.S.C. § 1104(a)(1)(D)

35. PBGC repeats and realleges the allegations contained in paragraphs 1 – 34.

36. At all relevant times, the Defendants, as trustees of the Plan, were "fiduciaries" with respect to the Plan as the term is defined in ERISA, 29 U.S.C. § 1002(21).

37. At all relevant time, the Defendants were acting in their capacity as trustees of the Plan.

38. ERISA requires that a fiduciary discharge his duties "in accordance with the documents and instruments governing the plan insofar as such documents and instruments are consistent with the provisions of [Title I] and Title IV" of ERISA. 29 U.S.C. § 1104(a)(1)(D).

39. Under Section 7.2(a) of the Plan document in effect as of January 1, 2000 (no earlier version is available), the investment alternatives of the Plan trustees were limited to:

> any form of property, including common and preferred stocks, exchange covered call options, bonds, money market instruments, mutual funds, savings accounts, certificates of deposit, Treasury bills, insurance policies and contracts, or in any other property, real or personal, foreign or domestic, having a ready market including securities issued by an institutional Trustee and/or affiliate of the institutional Trustee.

40. Each of the loans made by Defendants violated 29 U.S.C. § 1104(a)(1)(D) because they failed to act in accordance with the Plan requirements regarding loans, including the limitation on loans to non-participants, the limitation on loans to Franshaw's officers and shareholders, the requirement that loans be secured, the requirement that loans be for a term not exceeding 5 years, and the cap requirement for participant loans.

41. Having violated their duty to act in accordance with the terms of the Plan, Defendants are therefore liable to make restitution to the Plan of its losses, including opportunity costs, pursuant to 29 U.S.C. §§ 1105, 1109.

COUNT IV: PROHIBITED TRANSACTIONS

29 U.S.C. § 1106

42. PBGC repeats and realleges the allegations contained in paragraphs 1-41.

43. The Defendants, Abraham Mizrachi, and Ezra Tawil, as Franshaw shareholders are deemed by ERISA to be "parties in interest" as the term is defined in 29 U.S.C. § 1002(14)(H). The Defendants, as "fiduciaries" are also parties in interest pursuant to 29 U.S.C. § 1002(14)(A).

44. Franshaw, as the "employer" with respect to the Plan is a "party in interest" as that term is defined in 29 U.S.C. § 1002(14)(C).

45. Franshaw Associates, as an alter ego or as a related company to Franshaw, is a "party in interest" as that term is defined in 29 U.S.C. § 1002(14)(C) or (G).

46. Joseph Mizrachi, as the son of Defendant Mizrachi, a fiduciary with respect to the Plan, is a "party in interest" as that term is defined in 29 U.S.C. § 1002(14)(F).

47. On information and belief, among the recipients of Plan loans from the Defendants, listed above, are additional "relatives" of the Defendants, as defined by 29 U.S.C. § 1002(15), and are parties in interest as that term is defined in 29 U.S.C. § 1002(14)(F).

48. Section 1106(a)(1)(B) of Title 29 of the U.S. Code prohibits a fiduciary with respect to engage in a transaction that constitutes a direct or indirect lending of money or other extension of credit between the plan and a party in interest, except as provided in 29 U.S.C. §1108.

49. Section 1106(a)(1)(D) of Title 29 of the U.S. Code prohibits a fiduciary with respect to a plan to engage in a prohibited transaction that constitutes a transfer to, or use by or

for the benefit of a party in interest, of any assets of the plan, except as provided in 29 U.S.C. §1108.

50. Section 29 U.S.C. §1106(b)(1) of Title 29 of the U.S. Code prohibits a fiduciary with respect to a plan from "deal[ing] with the assets of the plan in his own interest or for his own account", except as provided in 29 U.S.C. §1108.

51. Based on the foregoing, all of the loans between the Plan and the parties in interest, and any transfers of Plan assets to the parties in interest, are transactions strictly prohibited by 29 U.S.C. § 1106(a)(1)(B) and (D).

52. None of the exceptions to 1106(a)(1)(B) and (D) as provided in 29 U.S.C. §1108 are applicable.

53. All loans between the Plan and the Defendants are prohibited transactions involving self-dealing, in violation of 29 U.S.C. § 1106(b)(1).

54. Defendants also violated the prohibition of representing both sides of a transaction with respects to the loans to themselves, to Franshaw, and to Franshaw Associates.

55. None of the exceptions to 1106(b)(1) as provided in 29 U.S.C. §1108 are applicable.

56. Because of these prohibited transactions, Defendants are liable to the Plan, jointly and severally under 29 U.S.C. §§1105 and 1109, and are therefore "personally liable to make good to such plan any losses to the plan resulting from each such breach, and to restore to such plan any profits of such fiduciary which have been made through use of assets of the plan by the fiduciary."

COUNT V: FIDUCIARY DUTY

Violations of 29 U.S.C. §§ 1023(b)(3), 1024, and 1104(a)(1),

Failure to Properly Record and Preserve Loan Records

57. PBGC repeats and realleges the allegations contained in paragraphs 1 – 56.

58. Defendants did not report any of the Plan loans described above in its Annual Reports to the Department of Labor (Forms 5500) as required by 29 U.S.C. § 1023(b)(3) and the Department of Labor's regulations at 29 C.F.R. §2520.103-11, at least in its Form 5500s, Schedule I, for the years 1999 through 2013. Section 1023(b)(3)(C), (D) and (E), *inter alia*, requires Plan fiduciaries to report each year: a schedule of all assets held for investment purpose; a schedule of each transaction involving a person or entity known to be a party in interest; and a schedule of all loans which were in default. Because the loans described above are mostly in default, Defendants therefore had a continuing duty to file the applicable schedules and maintain detailed records regarding those transactions until six years following its last reporting requirement, pursuant to 29 U.S.C. § 1027.

59. Under 29 U.S.C. § 1027, the Plan was required to maintain certain Plan records, including financial papers, for not less than six years after their need to be included in reports under ERISA expired. Because outstanding debts owed to the Plan would have to be included in reports to DOL with other asset information, for as long as the Plan's filing requirement remained, Defendants was required to retain all documents related to Plan assets through 2020 – six years after its last Form 5500 was filed with DOL

60. When PBGC took over the Plan in 2014, Defendants did not provide PBGC with any records regarding the 24 loans described in this Complaint.

61. In response to the Subpoena, Defendants answered interrogatories and certified the truthfulness of their answers, and certified that their document production was complete. However, Defendants did not provide any documentation or reveal the existence of the 24 loans and stated that only one loan was made and had been repaid in full.

62. By failing to retain documents required under ERISA, Defendants violated their duty, under 29 U.S.C. § 1104(a)(1)(B), to perform their duties with "care, skill, prudence and diligence" of an ERISA fiduciary.

WHEREFORE, PBGC, as statutory of the Plan, requests that the Court enter Judgment against the Defendants and require:

1. Defendants make good to the Plan and PBGC (as the Plan's statutory trustee) any losses to the Plan resulting from each breach of their fiduciary duties to the Plan, pursuant to 29 U.S.C. §§ 1105, 1109;
2. Defendants to restore to the Plan any profits either or both of the Defendants enjoyed through use of assets of the Plan, if any;
3. PBGC to offset future Plan retirement benefits the agency owes to the Defendants against the amount this Court orders Defendants to restore to the Plan, pursuant to 29 U.S.C. § 1056(d)(4); and

4. Whatever additional remedies the Court deems necessary.

Respectfully submitted,

Date: March 29, 2018

/s/ Bruce H. James

JUDITH R. STARR
General Counsel
ISRAEL GOLDWITZ
Deputy General Counsel
KENNETH J. COOPER
Assistant General Counsel
BRUCE H. JAMES
Senior Counsel

Office of the General Counsel
PENSION BENEFIT GUARANTY CORPORATION
1200 K Street, N.W.
Washington, D.C. 20005
(202) 326-4400 ext. 3235
(202) 326-4112 (fax)