



PETERS OHIO, LLC :  
 c/o Samuel L. Peters :  
 10001 Alliance Road :  
 Cincinnati, Ohio 45242-4745, :  
 :  
 Defendants. :  
 ----- X

**AMENDED COMPLAINT**

**Preliminary Statement**

1. This action arises under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §§ 1001-1461 (2012). The Pension Benefit Guaranty Corporation (“PBGC”) brings this action to collect: (1) statutory liability arising under 29 U.S.C. § 1362(a)-(b) for unfunded benefit liabilities of the UFORMA/Shelby Business Forms, Inc. Hourly Employees’ Retirement Plan (the “**Hourly Plan**”) and the UFORMA/Shelby Business Forms, Inc. Salaried Employees’ Retirement Plan (the “**Salaried Plan**”) (together, the “**Plans**”); and (2) statutory liability arising under 29 U.S.C. §§ 1306 and 1307 for unpaid pension insurance premiums and termination premiums. PBGC also brings this action to enforce the Plans’ statutory liens arising under 29 U.S.C. § 1368 and securing the unfunded benefit liabilities of the Plans, to avoid certain fraudulent transfers, and to obtain such further relief as the Court may deem just and proper.

**Jurisdiction and Venue**

2. This Court has jurisdiction over this action, without regard to the amount in controversy, under 28 U.S.C. § 1331 and 29 U.S.C. § 1303(e)(3).

3. Venue properly lies with this Court under 29 U.S.C. § 1303(e)(2).

## Parties

4. Plaintiff PBGC, is a wholly owned United States government corporation established under 29 U.S.C. § 1302(a) to administer and enforce the pension plan termination insurance program established by Title IV.

5. Defendant Shelby Business Forms, Inc. is a corporation organized under the laws of Michigan, with its principal place of business located in Shelby, Richland County, Ohio and was formerly named “Uforma, Inc.” and then “Uforma/Shelby Business Forms, Inc.” (“**Uforma**”).

6. Defendant Samuel L. Peters (“**Peters**”) is an individual who resides in Ohio at 950 Delight Drive, Cincinnati, Ohio 45238. Peters is defendant in this action in his capacity as trustee of the Trust of Samuel L. Peters.

7. Defendant Miami Systems Corporation is a corporation organized under the laws of Ohio with its principal place of business located in Cincinnati, Ohio.

8. Defendant Autron Incorporated is a corporation organized under the laws of Massachusetts, with its principal place of business located in Holyoke, Massachusetts.

9. Defendant Bertek Systems, Inc. is a corporation organized under the laws of Ohio, with its principal place of business located in Georgia, Vermont.

10. Defendant Specialty Envelope, Inc. is a corporation organized under the laws of Ohio, with its principal place of business located in Cincinnati, Ohio.

11. Defendant Trust of Samuel L. Peters (the “**Trust**”) is a trust established under the laws of Ohio through a trust document executed by Peters in 1997, under which Peters entrusted Peters to hold property in trust for the benefit of Peters, the sole beneficiary of the Trust.

12. Defendant Samuel L. Peters, LLC, is a limited liability company established under the laws of Ohio. On information and belief, its principal place of business is Cincinnati, Ohio.

13. Defendant Peters Ohio, LLC is a limited liability company established under the laws of Ohio. On information and belief, its principal place of business is Cincinnati, Ohio.

### **Statutory Background**

14. PBGC guarantees benefits promised and vested under defined-benefit pension plans covered by Title IV of ERISA (“**Title IV**”). When a pension plan covered by Title IV terminates with insufficient assets to pay vested benefits, PBGC (1) generally becomes statutory trustee of the plan, and (2) pays the pension plan’s unfunded benefits from PBGC’s insurance funds, subject to certain statutory limitations. See 29 U.S.C. §§ 1321, 1322, 1361.

15. Title IV constitutes the exclusive means by which a plan covered by its provisions may be terminated. 29 U.S.C. § 1341.

16. If a plan lacks sufficient assets to pay accrued benefits and PBGC determines that the plan should or must be terminated under 29 U.S.C. § 1342(a), then PBGC may initiate termination of the plan.

17. Under 29 U.S.C. § 1362, upon termination of a pension plan covered under Title IV, each person who is, on the plan termination date, a “contributing sponsor” of a plan, as defined in 29 U.S.C. § 1301(a)(13), or a member of the contributing sponsor’s “controlled group”,<sup>1</sup> incurs joint and several liability to PBGC for the total amount of the plan’s “unfunded benefit liabilities,” as defined in 29 U.S.C. § 1301(a)(18) and 29 C.F.R. § 4062.3(a) (“**Unfunded Benefit Liabilities**”), plus interest accruing from the date of plan termination (Unfunded Benefit Liabilities together with all accrued interest thereon, “**Employer Liability**”).

18. Under 29 U.S.C. §§ 1306(a)(7) and 1307, each person who is a contributing sponsor of a pension plan covered under Title IV or a member of the contributing sponsor’s

---

<sup>1</sup> “Controlled group” is defined by 29 U.S.C. § 1301(a)(14)(A)-(B) and 29 C.F.R. § 4001.3(b), and by reference therein to 26 C.F.R. § 1.414(c)-2(c).

controlled group is liable the total amount of due and unpaid PBGC insurance premiums (“**Insurance Premiums**”).

19. Under 29 U.S.C. §§ 1306(a)(7), when a pension plan covered under Title IV is terminated under 29 U.S.C. § 1342, each person who is, on the plan termination date, a contributing sponsor the plan or a member of the contributing sponsor’s controlled group, incurs joint and several liability to PBGC for a series of three annual termination premiums of \$1250 multiplied by the number of participants in the plan (“**Termination Premiums**”).

### **The Pension Plans**

20. Effective June 4, 1979, Uforma established the Hourly Plan to provide retirement benefits for certain of its employees.

21. Effective June 4, 1979, Uforma established the Salaried Plan to provide retirement benefits for certain of its employees.

22. At all relevant times, Uforma was the administrator and contributing sponsor of the Hourly Plan and the Salaried Plan, within the meaning of 29 U.S.C. § 1301(a)(1), (13).

23. At all relevant times, the Plans have been single-employer pension plans within the meaning of 29 U.S.C. § 1301(a)(15), and have been covered by the pension plan termination insurance program established under Title IV. See 29 U.S.C. § 1321(a).

24. On January 12, 2010, PBGC issued notice to Uforma of PBGC’s determinations under 29 U.S.C. § 1342(a)(2) and (a)(4) that the Plans should be terminated.

25. By agreements between PBGC and Uforma entered into on April 15, 2010, each of the Plans was terminated under 29 U.S.C. §§ 1342 and 1348, with a termination date of March 31, 2006.

**COUNT I**  
**Statutory Liability for Unfunded Benefits Promised Under the Plans**  
**(Against the Uforma Controlled Group Members)**

26. PBGC realleges every allegation in paragraphs 1 through 25 of this Complaint.
27. On March 31, 2006, Peters owned more than 80% of the stock of Uforma.
28. On March 31, 2006, Peters owned 100% of the stock of Miami Systems Corporation.
29. On March 31, 2006, Peters owned 100% of the stock of Autron, Inc.
30. On March 31, 2006, Peters owned 100% of the stock of Bertek Systems, Inc.
31. On March 31, 2006, Peters owned 100% of the stock of Specialty Envelope, Inc.
32. On March 31, 2006, the Trust was under the control of Peters, and Peters was the trustee and sole beneficiary of the Trust.
33. On March 31, 2006, Miami Systems Corporation was in the controlled group of Uforma. See 29 U.S.C. § 1301(a)(14)(A), (B); 29 C.F.R. § 4001.3(b); 26 C.F.R. § 1.414(c)-2(c).
34. On March 31, 2006, Autron, Inc. was in the controlled group of Uforma. Id.
35. On March 31, 2006, Bertek Systems, Inc. was in the controlled group of Uforma. Id.
36. On March 31, 2006, Specialty Envelope, Inc. was in the controlled group of Uforma. Id.
37. On March 31, 2006, the Trust was in the controlled group of Uforma. Id.
38. Upon information and belief, on March 31, 2006, Peters, as Trustee, held in trust title to real property having the common address 10001 Alliance Road in Cincinnati, Ohio (the “**Ohio Property**”).
39. Upon information and belief, on March 31, 2006, Peters, as sole trustee of the Trust

(the “**Trustee**”), held in trust title to real property having the common address 2840 Sprouse Drive in Richmond, Virginia (the “**Virginia Property**” and, together with the Ohio Property, the “**Properties**”).

40. Upon information and belief, on March 31, 2006, Peters, as Trustee, was lessor, in exchange for rent, of real properties he held in trust. That letting of real property was an unincorporated trade or business in the controlled group of Uforma within the meaning of “controlled group” as defined by 29 U.S.C. § 1301(a)(14)(A), (B); 29 C.F.R. § 4001.3(b); and 26 C.F.R. § 1.414(c)-2(c).

41. As of March 31, 2006, the Hourly Plan’s Unfunded Benefit Liabilities were \$2,595,441. PBGC has determined that, as of March 31, 2006, the Hourly Plan’s benefit liabilities were \$5,840,760 and the value of the Hourly Plan’s assets was \$3,245,319.

42. As of March 31, 2006, the Salaried Plan’s Unfunded Benefit Liabilities were \$1,179,569. PBGC has determined that, as of March 31, 2006, the Salaried Plan’s benefit liabilities were \$3,093,123 and the value of the Salaried Plan’s assets was \$1,913,554.

43. Under regulations prescribed by PBGC, interest on Unfunded Benefit Liabilities is compounded daily and accrues at the rate prescribed in section 6601(a) of the Internal Revenue Code. See 29 C.F.R. § 4062.7(a), (c).

44. From March 31, 2006, through the present, interest has accrued on the Unfunded Benefit Liabilities of the Plans.

45. Uforma is liable to PBGC for Employer Liability of \$2,595,620 with respect to the Hourly Plan and \$1,179,569 with respect to the Salaried Plan, for a total of \$3,775,189, plus interest accruing since the date of the Plans’ terminations. See 29 U.S.C. § 1362(b) (liability for amount of unfunded benefit liabilities); 29 U.S.C. § 1301(a)(18) (defining “amount of unfunded

benefit liabilities”). The interest on the Employer Liability from the date of plan termination through September 30, 2012, equals \$1,042,817.98 for the Hourly Plan and \$473,904.40 for the Salaried Plan, for a total amount of interest of \$1,516,722.38, based on the interest rate prescribed by law. See 29 C.F.R. § 4062.7(a), (c).

46. Each of Miami Systems Corporation; Autron Incorporated; Bertek Systems, Inc.; Specialty Envelope, Inc.; the Trust; and Trustee’s business leasing real estate leasing held in trust, is a trade or business under common control with Uforma and, together with Uforma, form Uforma’s “controlled group” within the meaning of 29 U.S.C. § 1301(a)(14) (collectively, the “**Uforma Controlled Group Members**”). The Uforma Controlled Group Members are jointly and severally liable for Employer Liability respecting the Plans. See 29 U.S.C. § 1362(a), (b).

47. On October 15, 2012, PBGC sent a letter to each of the Uforma Controlled Group Members demanding payment of the Employer Liability, plus accrued interest, no later than October 19, 2012. None of the Defendants has tendered payment.

**COUNT II**  
**Statutory Liability for Unpaid Insurance Premiums**  
(Against the Uforma Controlled Group Members)

48. PBGC realleges every allegation in paragraphs 1 through 47 of this Complaint.

49. Uforma, as contributing sponsor of the Plans, was required to pay Insurance Premiums to PBGC. See 29 U.S.C. §§ 1306, 1307(a), (e). Uforma failed to pay Insurance Premiums totaling \$1,519.48 for the Hourly Plan and \$1,637.67 for the Salaried Plan. The Uforma Controlled Group Members are jointly and severally liable to PBGC for Insurance Premiums due. See 29 U.S.C. § 1307(e)(2).

50. On October 15, 2012, PBGC sent a letter to each of the Uforma Controlled Group Members demanding payment no later than October 19, 2012, of unpaid Insurance Premiums, plus

interest. No payment has been tendered for unpaid Insurance Premiums or interest thereon.

**COUNT III**  
**Statutory Liability for Unpaid Termination Premiums**  
(Against the Uforma Controlled Group Members)

51. PBGC realleges every allegation in paragraphs 1 through 50 of this Complaint.

52. As a result of the termination of the Plans, the Uforma Controlled Group Members became jointly and severally liable to PBGC for Termination Premiums respecting each Plan and due in three equal annual installments on May 30 of 2011, 2012 and 2013. See 29 U.S.C. §§ 1306(a)(7), 1307(a), (e); 29 C.F.R. § 4007.13(f)-(g).

53. No Termination Premiums respecting the Plans have been paid.

54. Total unpaid Termination Premiums, not including accrued interest, are \$1,023,750 for the Hourly Plan and \$630,000 for the Salaried Plan, for a combined total of \$1,653,750.

55. Under regulations prescribed by PBGC, interest on the Termination Premiums is compounded daily and accrues at the rate prescribed in section 6601(a) of the Internal Revenue Code. See 29 C.F.R. § 4007.7.

56. Interest has accrued on the Termination Premiums respecting the Plans.

57. The Uforma Controlled Group Members are jointly and severally liable to PBGC for Termination Premiums due, plus interest. See 29 U.S.C. § 1307(e)(2).

58. On October 15, 2012, PBGC sent a letter to each of the Uforma Controlled Group Members demanding payment no later than October 19, 2012, of Termination Premiums, plus interest. No payment has been tendered for Termination Premiums or interest thereon.

**COUNT IV**  
**Judgment Declaring Liens Valid and Perfected as Filed**  
(Against each member of the Uforma Controlled Group)

59. PBGC realleges every allegation in paragraphs 1 through 58 of this Complaint.

60. If any person liable to PBGC for Employer Liability under 29 U.S.C. § 1362 neglects or refuses to pay, after demand, a lien arises, as of the date of plan termination, in favor of PBGC, in the amount of Employer Liability, on all property and rights to property, whether real or personal, belonging to such person, except that such lien may not be in an amount in excess of 30 percent of the collective net worth of all persons described in 29 U.S.C. § 1362(a). 29 U.S.C. § 1368(a)-(b).

61. On October 15, 2012, PBGC sent a letter to each of the Uforma Controlled Group Members demanding payment no later than October 19, 2012, of Employer Liability for the Plans. Each of the Uforma Controlled Group Members neglected or refused to pay any portion of that liability. Liens in favor of PBGC therefore arose, as of March 31, 2006, the date of the Plans' terminations, on all property and rights to property of each Uforma Controlled Group Member.

62. Thirty percent of the collective net worth, as of March 31, 2006, of Uforma Controlled Group Members exceeds the total amount of Employer Liability respecting the Plans. Therefore, net worth is not limiting, and liens have arisen upon all property and rights to property, whether real or personal, belonging to each of the Uforma Controlled Group Members for the full amount of Employer Liability (the "**Liens**").

63. After the Liens arose, each of the Uforma Controlled Group Members continued to fail to make any payment to PBGC for Employer Liability. Accordingly, interest has continued to accrue.

64. PBGC has recorded the Liens pursuant to 29 U.S.C. § 1368 for the full amount of Employer Liability (less interest that has accrued since recordation) with respect to all property and rights to property, whether real or personal, of each of the Uforma Controlled Group Members. Accordingly, those recorded liens (the "**Recorded Liens**") are perfected and

encumber all property and rights to property of the Uforma Controlled Group Members.

**COUNT V**

**Intentional Fraudulent Transfer**

(Against Peters, as Trustee, with the LLCs joined as necessary parties)

65. PBGC realleges every allegation in paragraphs 1 through 64 of this Complaint.

66. On April 15, 2010, Peters, as President of Uforma, which was the administrator of the Plans, signed and thereby caused Uforma to execute two agreements with PBGC respectively terminating the two Plans under 29 U.S.C. § 1342 and setting March 31, 2006 as the date of each Plan's termination. The Uforma Controlled Group Members, which were already jointly and severally liable to PBGC for unpaid Insurance Premiums, thereupon also became jointly and severally liable to PBGC for Employer Liability and Termination Premiums.

67. Before November 29, 2010, PBGC had communicated with attorneys for Peters, Uforma and members of Uforma's controlled group about (1) liability of Uforma and trades or businesses under common control with Uforma to PBGC for the Plans' Unfunded Benefit Liabilities; (2) identification of trades or businesses under common control with Uforma; (3) the ownership the Properties and the Tennessee Property (as hereinafter defined); and (4) the possibility of liens arising under 29 U.S.C. § 1368 on the assets of Uforma and of trades or businesses under common control with Uforma to secure the liability to PBGC for the Plans' unfunded benefit liabilities.

68. On November 29, 2010, Peters, through his agent, attorney Mark Sims of the law firm of Keating Muething & Klekamp, formed two new Ohio limited liability companies, Peters Ohio, LLC and Samuel L Peters, LLC.

69. On information and belief, Peters has owned and controlled both Peters Ohio, LLC and Samuel L Peters, LLC since their formation.

70. By deed dated December 2, 2010 and prepared by Keating Muething & Klekamp, Peters, as Trustee, conveyed the Ohio Property to Peters Ohio, LLC, subject to the existing mortgage on the property. In exchange for the Ohio Property, Peters Ohio, LLC paid zero dollars or nominal consideration less than reasonably equivalent to the value of the Ohio Property net of mortgage debt. On December 3, 2010, the Hamilton County, Ohio Recorder of Deeds recorded the deed conveying the Ohio Property to Peters Ohio, LLC.

71. By deed dated December 2, 2010 and prepared by Keating Muething & Klekamp, Peters, as Trustee, conveyed the Virginia Property to Samuel L Peters, LLC, subject to recorded mortgage on the property. In exchange for the Virginia Property, Samuel L Peters, LLC paid ten dollars, which was less than reasonably equivalent to the value of the Virginia Property net of mortgage debt. On December 6, 2010, the Clerk of the Circuit Court of Henrico County, Virginia recorded the deed conveying the Virginia Property to Samuel L. Peters, LLC.

72. On information and belief, at the time of the transfer of the Properties, Peters knew that he, as Trustee, was engaged in a trade or business under common control with Uforma as of the date of the Plans' termination, and that that trade or business was liable to PBGC for the Plans' unfunded benefit liabilities.

73. On information and belief, at the time of the transfer of the Properties, Peters knew about the communications between PBGC and attorneys for Uforma and members of its controlled group described in paragraph 67, *supra*.

74. On information and belief, at the time of the transfer of the Properties, Peters expected PBGC would attempt to collect Employer Liability from the Uforma Controlled Group Members.

75. On information and belief, at the time of the transfer of the Properties, Peters

expected that if Employer Liability respecting the Plans were not paid upon demand, PBGC would cause liens to arise under 29 U.S.C. § 1368 on the assets of Uforma and trades or businesses under common control with Uforma.

76. On information and belief, at the time of the transfer of the Properties, Peters intended that Peters Ohio, LLC and Samuel L. Peters LLC (the “**LLCs**”), *not* be trades or businesses under common control with Uforma as of the date of the Plans’ termination, because the LLCs were newly formed; that the LLCs therefore *not* be liable as controlled group members for the Plans’ unfunded benefit liabilities; and that the assets of the LLCs therefore *not* be subject to liens arising under 29 U.S.C. § 1368.

77. Upon Peters’ conveyance of the Properties to the LLCs, Peters ceased to be sole beneficiary of the Properties as assets held in trust by Peters for the benefit of Peters. But, post-conveyance, Peters, through the LLCs, indirectly owned and controlled the Properties. Through the conveyance, Peters substituted 100% indirect ownership of the Properties through the LLCs in place of his pre-conveyance 100% beneficial interest in the Properties, and Peters substituted 100% control of the Properties as owner and manager of the LLCs for his pre-conveyance 100% control as Trustee and sole beneficiary.

78. On information and belief, when Peters, as Trustee, conveyed each of the Properties to the LLCs, the Trust and the Trustee’s business leasing real property held in trust, were insolvent or rendered insolvent by the conveyance.

79. On information and belief, Peters, as Trustee, transferred the Properties to the LLCs for zero or nominal consideration intending to make the Properties unsusceptible to liens under 29 U.S.C. § 1368 and unavailable for the satisfaction of PBGC’s claims for the Plans’ unfunded benefit liabilities, and thereby to prevent or hinder PBGC’s collection of Employer Liability

respecting the Plans.

80. On information and belief, Peters' conveyance of the Properties from the balance-sheet-insolvent Trust to his newly-formed entities outside Uforma's controlled group in exchange for negligible consideration was part of a larger scheme designed—and evincing Peters' intention—to prevent or hinder PBGC's collection of liabilities respecting the Plans from his Trust and his companies (the "**Scheme**").

81. On information and belief, another component of Peters' Scheme involved real property having the common address 2322 Clifton Avenue, in Nashville, Tennessee (the "**Tennessee Property**"). Peters, as Trustee, held title to the Tennessee Property and letted that property in exchange for rent. Peters knew that PBGC was aware of the Tennessee Property from communications between PBGC and Peters' attorneys about Uforma's controlled group and liabilities respecting the Plans. Rather than fraudulently transferring the Tennessee Property in an attempt to shield it from PBGC's prospective liens and collection efforts, Peters, as Trustee, sold and conveyed the Tennessee Property to an unrelated party for \$750,000 and then, on information and belief, fraudulently transferred all net proceeds from the balance-sheet-insolvent Trust to himself, as beneficiary of the Trust.

82. On information and belief, yet another component of Peters' Scheme involved a transaction that closed one day after Peters conveyed the Properties out of Uforma's controlled group. In that transaction, Peters (with counsel from Keating Muething & Klekamp) sold PrintSouth Corporation ("**PrintSouth**")—then the most valuable member of Uforma's controlled group, and perhaps the only one having any substantial value—to Staples Contract and Commercial, Inc. ("**Staples**") for several millions dollars, while concealing from Staples PrintSouth's joint and several liabilities respecting the Plans. Peters concealed PrintSouth's

liabilities respecting the Plans so that the price he received for PrintSouth would not reflect those liabilities. Peters thereby stuck Staples with PrintSouth's joint and several liabilities to PBGC respecting the Plans.

83. On information and belief, Peters knew when he sold PrintSouth to Staples that PBGC understood PrintSouth to be a member of Uforma's controlled group, and Peters expected PBGC to pursue collection from PrintSouth of its joint and several liabilities respecting the Plans.

84. On information and belief, Peters also knew that the best legal defense his counsel invented to shield Peter's interests in the Trust's Properties and in PrintSouth was likely to fail if tested in court. That defense was based on the fanciful proposition that Uforma had no controlled group members because Peters acquisition of Uforma under a 1989 stock purchase agreement was really an arrangement to buy shares in Uforma on time and in proportion to the fraction of the agreed purchase price Peters actually paid (the "**Controlled Group Defense**"). Peters knew the Controlled Group Defense was weak because belied by, among other things, Peters' own statements, including on his tax returns, by his having run Uforma as his own company for over fifteen years, until its 2006 cessation of operations, by his having taken all distributions, and by reasonable interpretation of the stock purchase agreement and associated transaction documents.

85. On information and belief, Peters designed and executed his Scheme to minimize his own indirect liabilities through his Trust and his companies and to achieve the maximum possible hedge against the likelihood that his Controlled Group Defense would fail if tested in court.

86. Peters' conveyances of the Properties to the LLCs and his transfer of the proceeds of the Tennessee Property to himself as beneficiary were intentional fraudulent transfers under 28 U.S.C. § 3304(b)(1)(A) and under the fraudulent transfer statutes of Ohio and (with respect to

the Virginia Property) Virginia.<sup>2</sup>

**COUNT VI**

**Constructive Fraudulent Transfer**

(Against Peters, as Trustee, with the LLCs joined as necessary parties)

87. PBGC realleges every allegation in paragraphs 1 through 86 of this Complaint.

88. Peters' conveyances of the Properties to the LLCs and his transfer of the proceeds of the Tennessee Property to himself as beneficiary were constructive fraudulent transfers under 28 U.S.C. § 3304(a)(1) and under the fraudulent transfer statutes of Ohio and (with respect to the Virginia Property) Virginia.<sup>3</sup>

**RELIEF REQUESTED**

WHEREFORE, PBGC respectfully requests that this Court grant PBGC the following relief:

1. Judgment against each of the Uforma Controlled Group Members, jointly and severally, in the amount of \$3,775,189.00 plus interest thereon from March 31, 2006 through the date of judgment, calculated in accordance with 29 C.F.R. § 4062.7(a), (c), for Employer Liability respecting the Plans;

2. Judgment against each of the Uforma Controlled Group Members, jointly and severally, in the amount of \$3,157.15 plus interest thereon from March 31, 2006 through the date of judgment, calculated in accordance with 29 C.F.R. § 4062.7(a), (c), for unpaid Insurance Premiums respecting the Plans;

3. Judgment against each of the Uforma Controlled Group Members, jointly and severally, in the amount of \$1,653,730.00 plus interest thereon from March 31, 2006 through the date of judgment, calculated in accordance with 29 C.F.R. § 4062.7(a), (c), for unpaid Termination Premiums respecting the Plans.

---

<sup>2</sup> See Ohio Rev. Code Ann. § 1336.04(A)(1); Va. Code Ann. § 55-80.

<sup>3</sup> See Ohio Rev. Code Ann. § 1336.05(A); Va. Code Ann. § 55-81.

4. Judgment declaring all property and rights to property of each of the Uforma Controlled Group Members to be encumbered by the Recorded Liens and declaring the existence and priority of rights in such property.

5. Writs of execution with respect to the judgments rendered by the Court in this action and the payment obligations secured by the Recorded Liens.

6. Decrees of foreclosure directing the United States Marshal to:

- a. levy on and transfer to PBGC all cash and cash equivalents encumbered by a Recorded Lien and in excess of superior liens thereon; and
- b. levy on and transfer to PBGC such other personal property of any Uforma Controlled Group Member(s) that PBGC may nominate as acceptable in partial satisfaction of those defendants' obligations, to the extent such strict foreclosure is consistent with applicable law; and
- c. levy on and sell all other property and rights to property encumbered by, and available for satisfaction of, any of the Recorded Liens or any lien arising from a judgment rendered by the Court in this action, except any real property located outside of Ohio and with respect to which the proper venue for foreclosure lies in the state and district where the real property is located, or, if the real property is located in more than one district in a single state, then in any such district, pursuant to 28 U.S.C. § 1392; and
- d. distribute the proceeds of foreclosure sale in accordance with the priority of interests therein.

7. Issue such writs of execution and decrees of foreclosure irrespective of the location of the property subject thereto, pursuant to 28 U.S.C. § 2413, and irrespective of possessory

interests inferior to PBGC's rights as lien-holder; and

8. Order that all sales pursuant to the Court's decrees of foreclosure shall be free and clear of all liens, security interests and other property rights that the Court has declared to exist in the property sold.

9. Order that the fraudulent transfers of the Properties by Peters, as Trustee, to the LLCs are avoided.

10. Order that the fraudulent transfer by Peters, as Trustee, to himself as beneficiary, of the proceeds of the sale of the Tennessee Property is avoided.

11. After issuing the order that the fraudulent transfers of the Properties are avoided, and after allowing PBGC reasonable time to record on the Properties PBGC's liens on all property of the Trust, all relief respecting the newly-recorded liens that is requested, *supra*, respecting the Recorded Liens (enumerated requests 4 through 8).

12. Award PBGC all of its costs of litigating its claims under ERISA (Counts I through IV), pursuant to 29 U.S.C. § 1303(e)(5).

13. Under Va. Code Ann. § 55-82.1, award PBGC all of its costs of litigating its claims for fraudulent transfer of the Virginia Property, to be paid by the Trustee as fraudulent transferor.

14. Under Va. Code Ann. § 55-82.1, award PBGC sanctions against Peters, as Trustee, for intentional fraudulent transfer of the Virginia Property.

*[Remainder of page intentionally left blank.]*

15. Award such other further relief that is just and proper.

Respectfully submitted,

Dated: June 17, 2014

/s/ John Ginsberg \_\_\_\_\_  
STUART BERNSEN  
Attorney  
JOHN GINSBERG  
Attorney  
PENSION BENEFIT GUARANTY  
CORPORATION  
Office of the Chief Counsel  
1200 K Street, N.W.  
Washington, D.C. 20005  
Phone: (202) 326-4020, ext. 3714  
Fax: (202) 326-4112  
Emails: ginsberg.john@pbgc.gov and  
efile@pbgc.gov

*Attorneys for Plaintiff  
Pension Benefit Guaranty Corporation*