UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MATTHEW A. MILLER, Plaintiff,	)	
	)	No. 1:23-cv-594
v.	)	
	)	Honorable Paul L. Maloney
PFIZER, INC., *et al.*, Defendants.	)	

OPINION AND ORDER RESOLVING MOTION TO DISMISS

This matter comes before the court on Defendants' motion to dismiss. (ECF No. 16). Plaintiff filed a response in opposition. (ECF No. 18). Defendants filed a reply. (ECF No. 19). Plaintiff filed a notice of supplemental authority, (ECF No. 22) to which Defendants filed a response. (ECF No. 23). The court will grant the motion and dismiss this action for failure to state a claim.

I.

Matthew Miller, Plaintiff, brought this Employee Retirement Income Security Act ("ERISA") action against Defendants, Pfizer, Inc. ("Pfizer"), the Board of Directors of Pfizer, Inc. ("Board"), and the Savings Plan Committee of Pfizer, Inc. ("Committee"). Defendants managed the 401(k) defined contribution[1] retirement plan, known as the Pfizer Savings Plan ("Plan").

[1] Defined contribution plans "allow employees to save for retirement, often through a tax-advantaged account like a 401(k) plan, sometimes with matching contributions from their employers. John Downes & Jordan Elliot Goodman, *Barron's Dictionary of Finance and Investment Terms* 168 (6th ed. 2003)." *Forman v. TriHealth, Inc.*, 40 F.4th 443, 446 (6th Cir. 2022).

Plaintiff's Count I alleges that the Committee violated its duty of prudence under 29 U.S.C. § 1104(a)(1)(B) for charging Plan participants excessive recordkeeping and administrative ("RKA") fees. Count II alleges that Pfizer and the Board failed to monitor the Committee regarding the Plan's Total RKA fees under 29 U.S.C. §§1109(a) and 1132(a)(2). Plaintiff alleges that Defendants' fiduciary decisions were unreasonable under ERISA.

Plaintiff participated in the Plan as a Pfizer employee. The Plan is a defined contribution retirement plan. In 2021, the Plan had $21,699,493,712 in assets under its care and 54,465 participants. (ECF No. 12 at PID 217). The Plan is very large and had more participants and more assets under management than 99.98% of all the defined contribution plans in the United States in 2021. (*Id.*).

Defendants hired a service provider to deliver a retirement plan benefit to their employees, Fidelity Investments Institutional Operations Co. ("Fidelity"). National retirement plan services providers, commonly referred to as "recordkeepers," develop "bundled service offerings that can meet all the needs of massive retirement plans with a prudent and materially similar level and caliber of services." (*Id.* at PID 218). Plaintiff alleges that "All else being equal, the more participants a plan has, a recordkeeper will be able to provide a lower fee per participant to provide materially similar RKA services to maintain the same profit margin rate." (*Id.*). Plaintiff argues that Plan participants should have received better recordkeeping fee rates because of the Plan's large size. And according to the complaint, Plan participants did not.

Plaintiff's complaint alleges that the "Plan provided participants all the commoditized and fungible Bundled RKA services provided to all other extremely-large 401(k) plan

participants." (*Id.* at PID 219). Furthermore, he alleges that the quality of recordkeeping "services provided by competitor recordkeepers are comparable to that provided by Fidelity," and "any differences in these Bundled RKA services are immaterial to the price quoted by recordkeepers for such services." (*Id.*).

According to the complaint, from 2017 through 2021, Plan participants paid an average of $52 total RKA fees each year. (*Id.* at PID 227).

Total Recordkeeping and Administration (Total RKA) Fees

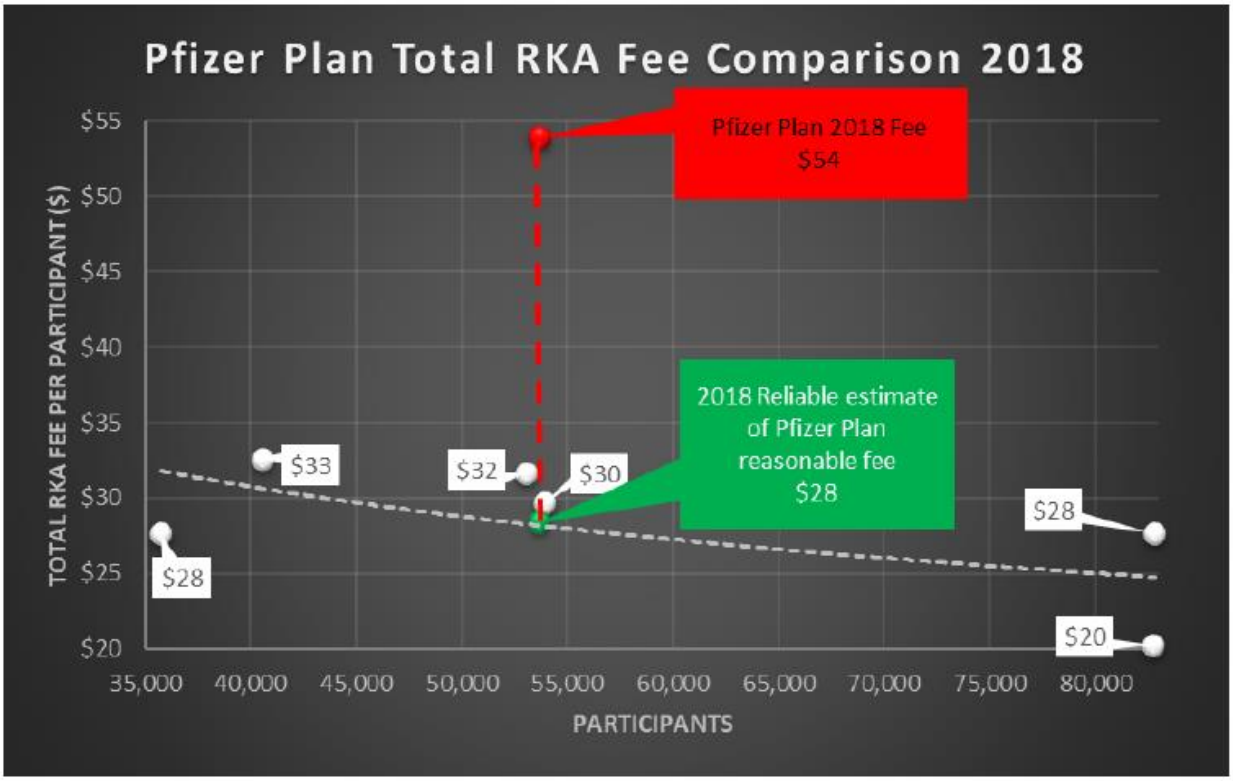
	2017	2018	2019	2020	2021	*Average*
Participants	46,427	53,645	54,848	54,392	54,465	***52,755***
Est. Total RKA Fees	$1,956,296	$2,894,496	$3,601,379	$2,183,983	$2,972,566	***$2,721,744***
Est. Total RKA Per Participant	$42	$54	$66	$40	$55	***$52***

(*Id.*). Plaintiff's complaint alleges that Plan participants should have only paid approximately $28 in total RKA fees each year on average. (*Id.* at 228). As such, the complaint alleges that Plan Participants paid, on average, $24 more than they should have each year between 2017 and 2021. (*Id.*). Plaintiff's estimation relies on a yearly data point from six, in his view, comparator plans:

Plan	**Partici-pants**	**Assets**	**Total RKA Fee**	**To-tal RKA Fee /pp**	**Record-keeper**	**Graph Color**
Danaher Corporation & Subsidiaries Savings Plan	35,757	$4,565,702,706	$988,267	$28	Fidelity	White
The Dow Chemical Com-pany Employees' Savings Plan	40,596	$10,766,545,647	$1,322,048	$33	Fidelity	White
Procter & Gamble Profit Sharing Trust & Em-ployee Stock Ownership Plan	53,048	$17,464,554,014	$1,680,893	$32	Alight	White

The Sherwin-Williams Company Employee Stock Purchase and Savings Plan	53,925	$6,459,314,872	$1,599,455	$30	Fidelity	White
Google LLC 401(K) Savings Plan	82,725	$11,786,824,293	$1,676,414	$20	Vanguard	White
Raytheon Savings and Investment Plan	82,788	$17,243,679,305	$2,292,583	$28	Fidelity	White

(*Id.*). The complaint also put this comparison data, which was from 2018 only, in a graph:



(*Id.* at PID 235). "The trend line (dashed white in the graph above) generated from these data points represent a reasonable estimate of the fee rate that several recordkeepers, including Fidelity itself, serving the market for massive plans would be willing to accept in a competitive environment to provide Total RKA services to the Pfizer Plan." (*Id.*). These apparent disparities form the basis for Plaintiff's claims. Plaintiff also alleges that Defendants

failed to solicit bids and properly negotiate with Fidelity or other recordkeepers. (*Id.* at PID 220).

II.

A complaint must contain a short and plain statement of the claim showing how the pleader is entitled to relief. Fed. R. Civ. P. 8(a)(2). The complaint need not contain detailed factual allegations, but it must include more than labels, conclusions, and formulaic recitations of the elements of a cause of action. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). A motion to dismiss for failure to state a claim under Rule 12(b)(6) tests whether a cognizable claim has been pled in the complaint. *Scheid v. Fanny Farmer Candy Shops, Inc.*, 859 F.2d 434, 436 (6th Cir. 1988).

To survive a motion to dismiss under Rule 12(b)(6), the plaintiff must provide sufficient factual allegations that, if accepted as true, are sufficient to raise a right to relief above the speculative level, *Twombly*, 550 U.S. at 555, and the "claim to relief must be plausible on its face." *Id.* at 570. "A claim is plausible on its face if the 'plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.'" *Ctr. For Bio-Ethical Reform, Inc. v. Napolitano*, 648 F.3d 365, 369 (6th Cir. 2011) (quoting *Twombly*, 550 U.S. at 556). "The plausibility standard is not akin to a 'probability requirement,' but it asks for more than a sheer possibility that a defendant has acted unlawfully." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citation omitted). If plaintiffs do not "nudge[] their claims across the line from conceivable to plausible, their complaint must be dismissed." *Twombly*, 550 U.S. at 570. When considering

a motion to dismiss, a court must accept as true all factual allegations, but need not accept any legal conclusions. *Ctr. For Bio-Ethical Reform*, 648 F.3d at 369.

III.

"ERISA protects participants in employee benefit plans, including retirement plans, by establishing standards of conduct for plan fiduciaries." *Smith v. CommonSpirit Health*, 37 F.4th 1160, 1164 (6th Cir. 2022) (citing 29 U.S.C. § 1001(b)). Under ERISA, plan administrators must discharge their duties "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)(B). Colloquially known as the "duty of prudence," *Albert v. Oshkosh Corp.*, 47 F.4th 570, 574 (7th Cir. 2022), a breach of this fiduciary duty provides a private right of action under ERISA. *See* § 1132(a)(2).

Defendants argue that Plaintiff's amended complaint (1) fails to allege that Pfizer's Plan's fees are excessive relative to the services provided; (2) fails to identify a single adequate comparable plan that paid lower recordkeeping fees; (3) that Fidelity's *Moitoso* stipulation fails to provide a plausible basis for an imprudence claim; (4) that the allegation that the Committee failed to regularly solicit competitive bids fails to state a claim; and (5) that Plaintiff's second claim, premised on the duty to monitor, fails so long as the prudence claim fails. The court agrees for the most part.

A. Recordkeeping Claim

Under *Smith v. CommonSpirit Health*, recordkeeping ERISA claims fail under Rule 12(b)(6) if they fail to allege "facts concerning other factors relevant to determining whether

a fee is excessive under the circumstances." 37 F.4th 1160, 1169 (6th Cir. 2022) (quoting *Young v. Gen. Motors Inv. Mgmt. Corp.*, 325 F. App'x 31, 33 (2d Cir. 2009) (per curiam)). In *CommonSpirit Health*, the circuit rejected a recordkeeping claim that compared recordkeeping fees to "the average in the industry" and "some of the smallest plans on the market." *Id.* "To give the kind of context that could move this claim from possibility to plausibility," a plaintiff must compare the plan at issue to comparable funds or provide some means of adequate context. *See, e.g.*, *Moore v. Humana, Inc.*, No. 3:21-cv-323-RGJ (W.D. Ky. Mar. 21, 2022) (relying on a chart comparing recordkeeping fees to other similarly situated plans); *Peck v. Munson Healthcare*, No. 1:22-CV-294, 2022 WL 17260807, at *6 (W.D. Mich. Nov. 9, 2022) (same). "Because the content of the duty of prudence turns on 'the circumstances . . . prevailing' at the time the fiduciary acts," . . . "the appropriate inquiry will necessarily be context specific." *Hughes v. Nw. Univ.*, 595 U.S. 170, 177 (2022) (quoting *Fifth Third Bancorp v. Dudenhoeffer*, 573 U.S. 409, 425 (2014)).

1. Methodology

Defendants first argue that Plaintiff did not use a proper methodology to establish his claims. Defendants rely on a series of district court opinions that dismissed ERISA claims for comparing average fees paid over several years to just one year of a plan's fees. In other words, Defendants argue that Plaintiff cannot compare a several year average to a one-year data point. Plaintiff does not squarely address this issue except for in a footnote, where he acknowledges the comparison. (ECF No. 18 at PID 466).

Plaintiff's complaint alleges that from between 2017 and 2021, Plan participants paid an average of $52 in total recordkeeping and administration fees. (ECF No. 12 at PID 227).

Plaintiff's complaint then has a chart with six "comparator" plans that show the total recordkeeping and administration fees for 2018 only. (*Id.* at 228).

Plaintiff's apples-to-oranges comparison warrants dismissal. *See e.g.*, *Cotter v. Matthews Int'l Corp.*, No. 20-CV-1054-WCG-SCD, 2023 WL 9321285, at *5 (E.D. Wis. Aug. 9, 2023), *report and recommendation adopted*, No. 20-C-1054, 2024 WL 218417 (E.D. Wis. Jan. 19, 2024) ("[Plaintiff] compares the average fee the Matthews International plan paid over five years (2014 to 2018) with the fees paid by the comparator plans in just one year (usually 2018). Thus, contrary to [Plaintiff's] allegations, she has not made an apples-to-apples comparison."); *Jones v. Dish Network Corp.*, No. 22-CV-00167-CMA-STV, 2023 WL 2796943, at *9 (D. Colo. Jan. 31, 2023), *report and recommendation adopted*, No. 22-CV-00167-CMA-STV, 2023 WL 2644081 (D. Colo. Mar. 27, 2023) (same); *Fritton v. Taylor Corp.*, No. 22CV00415ECTTNL, 2022 WL 17584416, at *7 (D. Minn. Dec. 12, 2022) (same). Plaintiff's methodology permits him to cherry-pick data, and it also prevents the court from finding a plausible claim here. *See CommonSpirit Health*, 37 F.4th at 1169 (dismissing a recordkeeping claim where a plaintiff failed to "give the kind of context that could move [the] claim from possibility to plausibility.").

2. Sufficient Allegations

Defendants argue that Plaintiff failed to allege that Pfizer's Plan's fees were excessive relative to the services provided. In Defendants' view, Plaintiff did not allege allegations concerning the services provided by Fidelity for the Plan or the comparator funds, so the court has no way to evaluate whether the funds are properly comparable.

For Plaintiff's part, he cites several excerpts of the amended complaint that say that recordkeeping services are fungible, that the market is highly competitive, and many recordkeeping services are standardized and bundled. The amended complaint pleads that the "Plan provided participants all the commoditized and fungible Bundled RKA services provided to all other extremely-large 401(k) plan participants." (ECF No. 12 at PID 219). Furthermore, it alleges that the quality of recordkeeping "services provided by competitor recordkeepers are comparable to that provided by Fidelity," and "any differences in these Bundled RKA services are immaterial to the price quoted by recordkeepers for such services." (*Id.*). Put differently, the complaint alleges that the specific nature of the recordkeeping fee market, particularly as it relates to each plan's needs and the corresponding services, does not require a close look. Plaintiff pled that only the cost associated with each plan matters, and that the services are identical across the board.

The question becomes whether the court must credit Plaintiff's pleadings that all recordkeeper funds are comparable and that any differences are immaterial. The Third and Seventh Circuits say that district courts must, keeping with the standards of 12(b)(6). *See Mator v. Wesco Distribution, Inc.*, 102 F.4th 172, 187 (3d Cir. 2024) (taking as true the allegation that the recordkeeping services market is competitive, and therefore different recordkeepers must provide similar services); *Hughes v. Nw. Univ.*, 63 F.4th 615, 632 (7th Cir. 2023) (accepting the allegation that "recordkeeping services are fungible and that the market for them is highly competitive"). In another case, the Third Circuit noted that the "the lesson from *Mator* is that plaintiffs need to establish that the comparisons they provide

are appropriate." *Kruchten v. Ricoh USA, Inc.*, No. 23-1928, 2024 WL 3518308, at *4 (3d Cir. July 24, 2024).

In *Miller v. Packaging Corp. of Am., Inc.*, another court in our district adopted reasoning like Defendants' when the court dismissed a recordkeeping ERISA claim. No. 1:22-CV-271, 2023 WL 2705818, at *7 (W.D. Mich. Mar. 30, 2023). The court acknowledged that "[b]ecause of the variation in services provided by the different recordkeepers, it is difficult to make a fair comparison between Alight's RKA fee and the fee charged by the recordkeepers in his chart." *Id.* at 6. "In short, 'without pleading additional details as to fee structures and services provided,' [plaintiff's] complaint 'only infers a possibility but not a plausibility that Defendants acted imprudently.'" *Id.* at *7 (quoting *Mator v. Wesco Distribution, Inc.*, No. 2:21-CV-00403-MJH, 2022 WL 3566108, at *8 (W.D. Pa. Aug. 18, 2022), *rev'd*, 102 F.4th 172 (3d Cir. 2024)). But our sister court relied on the district court opinion in *Mator* before it was overturned by the Third Circuit.

Considering the procedural posture and persuasive authority from the Third Circuit in *Mator* and the Seventh Circuit in *Hughes*, this court will credit Plaintiff's allegations and reject Defendants' argument. At this point, the court must accept as true Plaintiff's factual assertions, even though Defendants raised some potentially persuasive arguments regarding the scope, quality, and quantity of services rendered relative to the fees paid. The court will also decline to delve into Defendants' arguments that rely upon judicially noticeable documents outside the complaint; Defendants' other arguments suffice.

3. Inconsistent Data

Next, Defendants argue that Plaintiff failed to identify a single comparable 401(k) plan that paid lower recordkeeping fees. Defendants argue that proper comparator funds must have a similar number of participants as well as a similar quantity of assets under management. Defendants contend that Plaintiff's six comparator funds are too unlike the Plan at issue. Defendants are largely correct.

Based on Plaintiff's complaint, his theory of the case seems to be that large retirement plans will pay less in recordkeeping fees: "All else being equal, the more participants a plan has, a recordkeeper will be able to provide a lower fee per participant to provide materially similar RKA services to maintain the same profit margin rate." (ECF No. 12 at PID 218).[2] It follows then, that the larges plans would pay the least in recordkeeping fees. But some of Plaintiff's own data conflicts with his theory.

Comparable Plans' Total RKA Fees Based on Publicly Available Information - Form 5500
(**Price calculations are based on 2018 Form 5500 information**)

Plan	Partici-pants	Assets	Total RKA Fee	To-tal RKA Fee /pp	Record-keeper	Graph Color
Danaher Corporation & Subsidiaries Savings Plan	35,757	$4,565,702,706	$988,267	$28	Fidelity	White
The Dow Chemical Com-pany Employees' Savings Plan	40,596	$10,766,545,647	$1,322,048	$33	Fidelity	White
Procter & Gamble Profit Sharing Trust & Em-ployee Stock Ownership Plan	53,048	$17,464,554,014	$1,680,893	$32	Alight	White

[2] Generally, this logic makes sense because a company like Fidelity would theoretically lower its prices to snag a larger client. However, this logic may not necessarily transmute in the *recordkeeping* context. In fact, when it comes to recordkeeping, it seems that a larger plan would pay *more* in recordkeeping costs because there are more participants, and thus, more records to maintain.

The Sherwin-Williams Company Employee Stock Purchase and Savings Plan	53,925	$6,459,314,872	$1,599,455	$30	Fidelity	White
Google LLC 401(K) Savings Plan	82,725	$11,786,824,293	$1,676,414	$20	Vanguard	White
Raytheon Savings and Investment Plan	82,788	$17,243,679,305	$2,292,583	$28	Fidelity	White

(ECF No. 12 at PID 228).

For example, the *smallest* of all Plaintiff's "comparator" funds, the Danaher Corporation & Subsidiaries Savings Plan, had approximately 35,700 participants and approximately $4.5 billion in assets under management. During the same period, Plaintiff's *largest* comparator fund, the Raytheon Savings and Investment Plan, had over 82,000 participants and over $17 billion in assets under management. Despite the rather large difference in size (both in terms of participants and assets), both funds paid $28 in RKA fees. If Plaintiff's theory was plausible, one would expect a plan nearly thrice as large to pay less in RKA fees than the smaller plan.

Furthermore, the Raytheon Savings and Investment Plan and Google LLC 401(K) Savings Plan are readily comparable funds when comparing the number of participants, although the Raytheon Savings and Investment Plan has far more assets under management. Under Plaintiff's theory, one would expect both plans to pay the same in (or at least similar) RKA fees, but those participants in the Raytheon Savings and Investment Plan pay 40% more than those in the Google LLC 401(K) Savings Plan ($28 vs. $20).

Other courts have held similar pleading defects against other would-be ERISA claimants. *See e.g.*, *Cotter*, 2023 WL 9321285, at *5 n.2 (discussing contradictions in

graphs); *Laabs v. Faith Techs., Inc.*, No. 20-CV-1534-WCG-SCD, 2023 WL 9321358, at *6 n.4 (E.D. Wis. Aug. 30, 2023), *report and recommendation adopted*, No. 20-C-1534, 2024 WL 218418 (E.D. Wis. Jan. 19, 2024) (same). On this issue, the court agrees with Defendants that the inconsistency of Plaintiff's own data does make his recordkeeping claim less plausible. This argument, however, falls short of a standalone basis for dismissing Plaintiff's claim. With the flawed methodology calculations considered above and the other considerations below, this argument further nudges Plaintiff's claim away from plausible.

4. Comparator Funds

Defendants argue that Plaintiff's comparator funds are not actually comparable to the Pfizer Plan at issue. Defendants argue that none of Plaintiff's comparator plans have both a similar number of participants and assets under management. Plaintiff alleges that the Plan had over $21 billion in assets and over 54,000 participants. All of Plaintff's comparator funds had at least $4.2 billion less in assets than the Plan.

In the court's judgment, a lack of proper comparator funds makes Plaintiff's claims less plausible. It may be difficult to find proper comparator plans for a Plan the size of Pfizer's. Afterall, the Plan is very large and had more participants and more assets under management than 99.98% of all the defined contribution plans in the United States in 2021. Only one plan, the Procter & Gamble plan, comes close to the Plan's asset under management figure ($17 billion vs. $21 billion). And *CommonSpirit Health* indicates that one comparator plan is likely insufficient to sustain a claim. 37 F.4th at 1169 (dissecting several plans to discern context). A lack of proper comparator funds also pushes Plaintiff's claim farther from the plausibility threshold.

Plaintiff's other five comparator funds have either too few or too many participants; or the other plans have too little assets under management to serve as meaningful benchmarks when evaluating the Plan. *See Matousek v. MidAmerican Energy Co.*, 51 F.4th 247, 280 (8th Cir. 2022) ("The key to nudging an inference of imprudence from possible to plausible is providing 'a sound basis for comparison—a meaningful benchmark'—not just alleging that "costs are too high, or returns are too low.") (quoting *Davis v. Washington Univ. in St. Louis*, 960 F.3d 478, 484 (8th Cir. 2020)).

5. *Moitoso* Stipulation

Plaintiff also alleges that the Pfizer Plan's fees were too high because Fidelity entered into a discovery stipulation in a different case, *Moitoso v. FMR, LLC*, 451 F. Supp. 3d 189 (D. Mass. 2020), regarding recordkeeping fees. (ECF No. 12 at PID 223–24). Fidelity acted as the service provider in this case as well. Several courts have rejected the use of the *Moitoso* stipulation to sustain an ERISA action. *See e.g.*, *Wehner v. Genentech, Inc.*, No. 20-CV-06894-WHO, 2021 WL 507599, at *6 (N.D. Cal. Feb. 9, 2021); *Williams v. Centene Corp.*, No. 4:22-CV-00216-SEP, 2023 WL 2755544, at *5 (E.D. Mo. Mar. 31, 2023); *Johnson v. PNC Fin. Servs. Grp., Inc.*, No. 2:20-CV-01493-CCW, 2021 WL 3417843, at *4 (W.D. Pa. Aug. 3, 2021). This court will as well, again. *Garcia v. Alticor, Inc., et al.*, No. 1:20-CV-1078, 2024 WL 4434657, at *9 (W.D. Mich. Apr. 16, 2024). The use of one unreliable data point will not unilaterally sink an ERISA claim, but Plaintiff's use of the *Moitoso* stipulation does cast further doubt on his claims.

6. Bid Solicitation

After remand from the Supreme Court to reconsider the issue, the Seventh Circuit affirmed that "a fiduciary need not constantly solicit quotes for recordkeeping services to comply with its duty of prudence." *Hughes v. Nw. Univ.*, 63 F.4th 615, 625–26 (7th Cir. 2023). As such, Plaintiff's blanket assertions that Defendants acted imprudently because they failed to consistently solicit bids from recordkeepers fails to state a claim. *Riley v. Olin Corp.*, 2022 WL 2208953, at *5 (E.D. Mo. June 21, 2022) ("[T]he allegation that the Plan fiduciaries were required to solicit competitive bids on a regular basis has no legal foundation.") (citing *White v. Chevron Corp.*, 2016 WL 4502808, at *14 (N.D. Cal. Aug. 29, 2016)); *Matney v. Barrick Gold of N. Am., Inc.*, 2022 WL 1186532, at *12 (D. Utah Apr. 21, 2022) ("[N]othing in ERISA requires a fiduciary to obtain competitive bids at any regular interval."), *aff'd*, --- F.4th ----, 2023 WL 5731996 (10th Cir. Sept. 6, 2023). Count I must be dismissed.

B. Monitoring Claim

Duty to monitor claims fail when there is no underlying duty of prudence claim. *See, e.g., Saumer v. Cliffs Nat. Res. Inc.*, 2016 WL 8668509, at *8 (N.D. Ohio Apr. 1, 2016) (dismissing monitoring claim because "no predicate fiduciary breach exists"), *aff'd*, 853 F.3d 855 (6th Cir. 2017). Because this court found that Plaintiff failed to plead a duty of prudence claim, he also failed to plead a duty to monitor claim. Count II is dismissed.

IV.

The court has reviewed the motions and finds that Plaintiff failed to state a claim. Plaintiff's flawed methodology coupled with several other issues ultimately rendered his claims implausible. The court will dismiss the case.

IT IS HEREBY ORDERED that Defendants' motion to dismiss (ECF No. 16) is **GRANTED.**

Judgment to follow.

IT IS SO ORDERED.

Date: October 17, 2024

/s/ Paul L. Maloney
Paul L. Maloney
United States District Judge