



## **II.** **PARTIES**

2. Plaintiff Joe Mora is an individual who resides in Harris County, Texas.

3. Defendant A&O Resource Management, Ltd. has entered an appearance by and through its counsel of record, Mr. James T. Thompson.

4. Defendant A&O Capital Management, LLC has entered an appearance by and through its counsel of record, Mr. James T. Thompson.

5. Defendant A&O Life Funds, L.P. has entered an appearance by and through its counsel of record, Mr. James T. Thompson.

6. Defendant Houston Tanglewood Partners, LLC has entered an appearance by and through its counsel of record, Mr. James T. Thompson.

7. Defendant First Houston, Inc. f/k/a/ Bayou City Escrow, Inc. has entered an appearance by and through its counsel of record, Deanna Osborne.

8. Defendant Shepherd Capital Management, LLC has entered an appearance by and through its counsel of record, Mr. James T. Thompson.

9. Defendant Provident Capital Indemnity Limited (“**Provident**”) is a Costa Rican corporation without a designated agent for service of process in Texas. Provident’s principal place of business is at Oficinas Ejecutivas San Rafael, San Rafael Heredia, Costa Rica. Alternatively, Provident can be served by providing notice to Michael Bruney, Virgin Lane 12, Roseau, St. George, Dominica. Pursuant to § 17.044(b) of the Texas Civil Practice and Remedies Code, the Texas Secretary of State is an agent for service of process in any proceeding that arises out of the conduct of Provident doing business in the State of Texas and to which the non-resident is a party. Moreover, pursuant to Rule 108a of the Texas Rules of Civil Procedure, service of process may be affected upon a party in a foreign country if service of the citation and petition is made in the manner provided by Rule 106 or pursuant

to the terms and provisions of any applicable treaty or convention. Rule 106(a)(2) of the Texas Rules of Civil Procedure provides in pertinent part that the citation may be served by any person authorized by Rule 103 by mailing to the defendant by registered or certified mail, return-receipt requested, a true copy of the citation with a copy of the petition attached thereto. Pursuant to Rule 103 of the Texas Rules of Civil Procedure, service by registered or certified mail shall be made by the clerk of the court in which the case is pending.

Accordingly, pursuant to § 17.044 and § 17.045 of the Texas Civil Practice and Remedies Code, and Rule 108a of the Texas Rules of Civil Procedure, duplicate copies of process (citation and Plaintiff's Original Petition) are requested to be served on the Secretary of the State of Texas as agent for service on Provident, and the Texas Secretary of State is requested to mail a copy of the process (citation and Plaintiff's Original Petition) by certified mail, return-receipt requested, to:

PROVIDENT CAPITAL INDEMNITY LIMITED  
C/o Michael Bruney  
Virgin Lane 12  
Roseau, St. George  
DOMINICA

10. Defendant Chris M. Allmendinger has entered an appearance in this matter by and through his counsel of record, Jason M. Ross.

11. Defendant Brent P. Oncale has entered an appearance in this matter by and through his counsel of record, Thomas L. Taylor, III.

12. Defendant Russell E. Mackert has entered an appearance in this matter by and through his counsel of record, Mr. James T. Thompson.

13. Defendant Adley H. Abdulwahab a/k/a Adley Wahab is an individual residing in Spring, Texas, and may be served at the address of 3007 E. Lake Falls Circle, Spring, Texas 77386-2905, or wherever he may be found.

14. Defendant Ken Frank has failed to timely enter an appearance in this matter. A default judgment has been taken against him on liability.

15. Countrywide Bank, N.A. (“**Countrywide**”) is a Virginia financial institution conducting business in Texas, has entered an appearance in this matter by and through his counsel of record, Robert T. Mowery.

### **III.** **VENUE AND JURISDICTION**

16. This Court has jurisdiction over Defendants because the Defendants are either Texas residents, citizens, or doing business in Texas. This Court further has jurisdiction over this controversy insofar as the damages are within the jurisdictional limits of this Court.

17. Venue is proper in Harris County, Texas, pursuant to Sections 15.002 and 15.035 of the Texas Civil Practice & Remedies Code because the “Bonded Life Contract” and other agreements executed by and between the Parties is performable in Harris County, Texas. Additionally, all or a substantial part of the events or omissions given rise to Plaintiff’s claims set forth herein occurred in Harris County, Texas.

18. The damages sought are in excess of the minimum jurisdictional limits of this Court.

### **IV.** **FACTUAL BACKGROUND**

19. On or about October 4, 2006, Plaintiff, Joe A. Mora, purchased a security known as a “Bonded Life Investment Contract” for \$250,000.00 based upon certain representations, promises, and assurances made to him by Defendants. Countrywide, by and through its agent(s), referred Mr. Mora to the other Defendants, and further, made certain false representations about the security ultimately purchased by Mr. Mora. Mora justifiably relied upon Defendants’ false representations concerning the security that he ultimately purchased.

20. The “settlement process” in this matter has been identified as a “Bonded Life Settlement Process.” More specifically, as described by Defendants, once the life insurance policy is purchased the ownership and beneficiary rights are supposedly transferred to the client. The original insured remains on the policy as “the insured.” In addition to the policy, a bond is obtained from a secondary reinsurance provider to ensure the minimum rate of return. The bonded life settlements are backed by bonds issued by Provident Capital that purportedly provide a guarantee to the investor in the event the insured person lives longer than the life expectancy. The client is supposed to get the death benefits from either the reinsurance company or the original insurance company depending on the timing of the insured’s death. In this case, however, there is no effective contract or bond. Moreover, despite repeated requests for information and details surrounding the alleged policy and bond, the Defendants have failed to provide same.

21. It was discovered that the “Bonded Life Investment Contract” purchased by Mr. Mora was not registered and no permit was granted for its sale in Texas. Moreover, the “bonding company,” Defendant Provident Capital Indemnity, Ltd., was not registered with the Texas Securities Commissioner as a dealer or agent. Furthermore, the State of Florida obtained a receivership, injunction, and other relief against Defendant Provident in *State of Florida v. Provident Capital Indemnity*, Case Number 93-4923, in the Second Judicial Circuit for Leon County, Florida, based upon, among other things, Defendant Provident’s unlawfully engaged in insurance in Florida.

22. Again, on or about November 6, 2006, Provident was ordered by the Texas Department of Insurance Order # 06-1154 to cease and desist engaging in unauthorized business of insurance in connection with the issuance of bonds securing contracts similar to the “Bonded Life Investment Contract” purchased by Plaintiff Mora in this matter. Yet again, on January 17, 2008, the Texas Securities Board issued a Cease and Desist Order as it relates to this specific Bonded Life Investment Contract as well as others. This conduct is shocking in light of the fact that the Defendants represented

that Provident received a 5A rating by Dunn & Bradstreet and that the bond is an “AAA rated corporate bond.”

23. Most recently, on November 6, 2008, The Texas State Securities Board issued a warning to “consumers about investments in “life settlements” bonds through Provide Capital Indemnity, Ltd., a Costa Rican Firm that has twice been the subject of cease-and-desist orders by Texas regulators.

**V.**

**VIOLATION OF SECTION 33A(1) OF THE TEXAS SECURITIES ACT**  
**(against all Defendants)**

24. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

25. Upon information and belief, some or all of the Defendants have never been registered with the Texas Securities Commissioner to sell securities or render investment advice. Defendants have each violated Section 33 A(1) of the Texas Securities Act which provides, in pertinent part, as follows: “A person who offers or sells a security in violation of Section 7, 9 (or a requirement of the Commissioner thereunder), 12, 23C, or an order under 23A or 23-2 of this Act is liable to the person buying the security from him, who may sue either at law or in equity for rescission or for damages if the buyer no longer owns the security.” Accordingly, Plaintiff Joe Mora brings this action for rescission and/or all damages in the maximum amount permitted by Texas law.

**VI.**

**VIOLATION OF SECTION 33A(2) OF THE TEXAS SECURITIES ACT**  
**(against all Defendants)**

26. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

27. Furthermore, Defendants violated Section 33A(2) of the Texas Securities Act which provides as follows: “A person who offers or sells a security (whether or not the security or transaction is exempt under Section 5 or 6 of this Act) by means of an untrue statement of a material fact or an

omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading, is liable to the person buying the security from him, who may sue either at law or in equity for rescission, or for damages if the buyer no longer owns the security.”

28. Moreover, Defendants sold unregistered securities in blatant derogation of the Texas Securities Act. Accordingly, Plaintiff Joe Mora brings this action for rescission and/or all damages in the maximum amount permitted by Texas law.

**VII.**  
**NEGLIGENT MISREPRESENTATION AND FRAUD**

\_\_\_\_\_29. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

30. Defendants intentionally and/or negligently made various misrepresentations to Plaintiff Joe Mora which he relied upon in purchasing the “Bonded Life Investment Contract.” Defendants did not exercise reasonable care or competence in obtaining or communicating information about the “Bonded Life Investment Contract.”

31. Further, Defendant Countrywide Bank made negligent and/or intentional misrepresentations about the Defendants regarding the Bonded Life Investment Contract. Due to Defendants’ fraud and misrepresentations, Plaintiff Joe Mora suffered pecuniary losses by justifiably relying upon Defendants’ fraud and misrepresentations. Plaintiff Joe Mora seeks all damages in an amount within the jurisdictional limits of the Court.

**VIII.**  
**FRAUDULENT INDUCEMENT TO ENTER INTO A CONTRACT**  
**(against all Defendants except for Defendant Countrywide)**

32. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

33. Plaintiff pleads fraudulent inducement to enter into the “Bonded Life Investment Contract.” Plaintiff’s claim is made against Defendants who are neither signatories to the “Bonded Life Investment Contract” and who are not agents of any of the signatories as well. While the Investment Contract contains an arbitration provision, Plaintiff’s claims arise from general obligations imposed by law and are thus not being brought under the Investment Contract.

34. As an inducement for Plaintiff to enter into the “Bonded Life Investment Contract,” Defendants made many false representations to Plaintiff. Defendants’ conduct as described herein constituted false and material misrepresentations of material facts and conspiracy to commit fraud. Plaintiff Joe Mora seeks all damages in an amount within the jurisdictional limits of the Court.

#### **IX. NEGLIGENCE**

35. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

36. Defendants owed a duty to deal fairly with Plaintiff Joe Mora, in accordance with the standards of the profession. Defendants failed to exercise reasonable care in connection with the “Bonded Life Investment Contract.” The industry standard of care is set forth by the rules of the NASD, the NYSE, and state statutes. Defendants were obligated to provide Mora, and Mora was entitled to rely, and did rely, upon Defendants to provide, competent, professional investment management services in accordance with those industry rules, regulations, customs, and practices. By Defendants’ conduct, as outlined above, they failed to abide by many of these rules including, but not limited to, the following:

- (1) NASD Conduct Rule 2100 (High Standards of Commercial Honor/Equitable Principles of Trade);
- (2) NASD Conduct Rule 2120 (Use of Manipulative, Deceptive or Other Fraudulent Devices);
- (3) NASD Conduct Rule 2210 (d) (Standards Applicable to Communications with the Public);

- (4) NASD Conduct Rule 2310 (Suitability and Fair Dealing with Customers);
- (5) NASD Conduct Rule 2440 (Fair Prices and Commissions);
- (6) NASD Conduct Rule 3010 (Supervision);
- (7) NASD Notice to Members 97-19 (Heightened Supervisory Recommendations);
- (8) NYSE Rule 342 (Supervision);
- (9) NASD Conduct Rule 3110 and NYSE Rule 405 (New Account Information and Knowing Your Customer);
- (10) NYSE Rule 401 (Good and Ethical Business Practices);
- (11) The standards of conduct, which, on information and belief, are set forth in Defendants' compliance and policy manuals.

37. Defendants acted with reckless disregard for the rights and welfare of Mora and were grossly negligent in failing to prevent the complained of conduct. As a result, Plaintiff seeks all damages incurred, including economic losses, in an amount within the jurisdictional limits of the Court.

**X.**  
**BREACH OF FIDUCIARY DUTY AND**  
**BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING**

38. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

39. Defendants, including Defendant Countrywide, owed Plaintiff a fiduciary duty in advising, recommending, referring, and offering Plaintiff the "Bonded Life Investment Contract." Defendants further owed Plaintiff a duty of good faith and fair dealing in connection with such investment advice.

40. Based upon Defendants' conduct set forth herein, Defendants breached their fiduciary duties to Plaintiff and further breached their duty of good faith and fair dealing in connection with the "Bonded Life Investment Contract." Defendants' breaches of the foregoing duties has proximately

caused damages to Plaintiff. Plaintiff seeks all damages incurred, including economic losses, in an amount within the jurisdictional limits of the Court.

**XI.**  
**VIOLATIONS OF THE TEXAS**  
**DECEPTIVE TRADE PRACTICES ACT**

41. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

42. The acts of Defendants were false, misleading and deceptive and constitute violations of the Deceptive Trade Practices-Consumer Protection Act of the State of Texas. This cause of action is asserted under the provision of TEX. BUS. & COM. CODE ANN. Section 17.41 *et. seq.*, commonly known as the Texas Deceptive Trade Practices and Consumer Protection Act (“DTPA”), upon the grounds that the acts and practices described herein are prohibited by the statute. Written notice of Plaintiff’s claims has been made as required by DTPA, Section 17.505, TEX. BUS. & COM. CODE ANN. All conditions precedent to this action have been performed and/or have occurred.

43. Defendants engaged in false, misleading or deceptive acts or practices. Also, the conduct described herein violated Sections 17.46(b) of the DTPA, subparts 1, 2, 3, 4, 5, 7, 9, 10, 12, 14, 20, 22, and 24, and 17.50.

44. Further, Plaintiff relied upon Defendants’ warranties and representations as described above. Defendants breached express and implied warranties. Defendants further engaged in unconscionable actions and/or courses of actions. By such conduct, Defendants took advantage of the lack of knowledge, ability, experience, or capacity of Plaintiff to a grossly unfair degree.

45. The unlawful acts and/or practices described above are and were a producing cause of damages to Plaintiff. The purpose of this suit is to recover the amount of money, which, if paid now in cash, would fairly and reasonably compensate Plaintiff for such damages.

46. The unlawful acts and/or practices described above were committed intentionally and knowingly; that is, Defendants were aware of the falsity, deception, and unfairness of the conduct of which Plaintiff complains. Moreover, Defendants conduct violates 17.50(a)(1)(A) and (B)(2) and (3). Accordingly, Defendants are liable to Plaintiff for additional damages as provided by the DTPA Section 17.50.

47. Plaintiff seeks all reasonable and necessary attorney's fees in this case, and all conditions precedent to their recovery have occurred and/or have been satisfied. Defendants' violations were committed knowingly and caused economic and mental anguish damages to Plaintiff Joe Mora. Plaintiff is entitled to recover treble damages in addition to actual damages because the wrongful conduct of Defendants was committed knowingly and intentionally. Plaintiff further seeks an Order enjoining Defendants from any further attempts to sell such unrestricted securities; an Order restoring to Plaintiff all monies invested and the appointment of a receiver. Plaintiff is further entitled to costs and attorneys' fees.

**XII.**  
**VIOLATIONS OF THE TEXAS**  
**INSURANCE CODE**

48. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

49. Defendants violated 28 TEXAS ADMINISTRATIVE CODE § 3.1701, et seq., and the TEXAS INSURANCE CODE § 1111, et seq., by failing to register as Life Settlement Providers with the Texas Department of Insurance, by engaging in business with Life Settlement Providers that are not registered with the Texas Department of Insurance, by failing to disclose commissions for Life Settlement sales and business, by providing a commission for a Life Settlement sale to a financial planner, and/or failing to adhere to various other disclosure and reporting requirements. As a result of

the harm caused by Defendants' conduct, Plaintiff is entitled to damages within the jurisdictional limits of the Court.

**XIII.**  
**VIOLATIONS OF THE TEXAS**  
**THEFT LIABILITY ACT AND TEXAS PENAL CODE**

50. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

51. Defendants committed civil theft pursuant to the Texas Theft Liability Act, TEXAS CIVIL PRACTICE AND REMEDIES CODE § 134.001, et seq., by misappropriating Plaintiff's funds. Under the Texas Theft Liability Act, "theft" is defined as "unlawfully appropriating property . . . as described by section 31.03 of the TEXAS PENAL CODE." See TEX. CIV. PRAC. & REM. CODE § 134.002(2). More specifically, section 31.03 of the TEXAS PENAL CODE provides for liability if a person, without the owner's effective consent, unlawfully appropriates property with intent to deprive the owner of property. Accordingly, Defendants have violated the Texas Theft Liability Act and Plaintiff is entitled to the return of his funds and actual damages caused by Defendants pursuant to TEXAS CIVIL PRACTICE AND REMEDIES CODE § 134.005, including attorney's fees. Plaintiff is also entitled to uncapped exemplary damages against Defendants as a result of the theft.

**XIV.**  
**CONSPIRACY**

52. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

53. The Defendants conspired to accomplish an unlawful purpose, had a meeting of the minds on the course of action, and overtly furthered unlawful purposes, including fraud, breach of fiduciary duties, and violations of the Deceptive Trade Practices Act, to the severe detriment of Mora.

54. As a result of the harm caused by Defendants' conduct, Plaintiff is entitled to compensatory and exemplary damages.

**XV.**  
**SINGLE BUSINESS ENTERPRISE, SHAM TO PERPETRATE A FRAUD,**  
**AND ALTER EGO**

55. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

56. The A&O Entities constitute a single business enterprise and each may be liable for the actions of the other even without wrongdoing, since at least one related entity has committed a wrong.

57. The A&O Defendants also constituted a sham to perpetrate a fraud and are jointly and severally liable.

58. The A&O Defendants ignored corporate formalities, created new A&O related entities, and transferred assets among those entities to avoid liabilities.

**XVI.**  
**LIABILITY OF CONTROL PERSONS AND AIDERS**

59. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

60. Defendants are each liable insofar as they are “control persons and aiders.” The Texas Securities Act provides that a “person who directly or indirectly controls a seller, buyer, or issuer of a security is liable under Section 33A, 33B, or 33C jointly and severally with the seller, buyer, or issuer, and to the same extent as if he were the seller, buyer, or issuer...” As such, Plaintiff is entitled to recover against each Defendant.

61. The Texas Securities Act further provides that a “person who directly or indirectly with intent to deceive or defraud or with reckless disregard for the truth or the law materially aids a seller, buyer, or issuer of a security is liable under Section 33A, 33B, or 33C jointly and severally with the seller, buyer, or issuer, and to the same extent as if he were the seller, buyer, or issuer.” Accordingly, Plaintiff is entitled to recover against each Defendant.

**XVII.**  
**ATTORNEYS' FEES AND RELATED EXPENSES**

62. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

63. Plaintiff further seeks recovery of attorneys' fees and expenses incurred in this matter. Plaintiff required the assistance of attorneys and expert consultants to investigate the claims described herein. But for the misconduct and omissions of Defendants, hiring attorneys and consultants would have been completely unnecessary. Plaintiff did complain and gave Defendants a sufficient opportunity to rescind the transaction prior to the filing of this lawsuit, but Defendants failed to respond. Plaintiff certainly did not ask to be victimized by Defendants. Therefore, Plaintiff is legally entitled to recover the attorneys' fees he has incurred in investigating and pursuing this claim, in addition to the damages award pursuant to TEX. REV. CIV. STAT. ANN. ART. 581-33(D)(7), TEX. CIV. PRAC. & REM. CODE §38.001, *et seq.*, TEX. BUS. & COM. CODE §17.41 *et seq.*, and other applicable law.

64. The attorneys' fees and expenses sought to be recovered by Plaintiff are calculated at traditional hourly rates and will include attorneys' fees for all services necessary to prosecute his claims to a conclusion. Plaintiff further seeks recovery of all out-of-pocket expenses and consultant fees that he anticipates incurring in connection with the prosecution of this lawsuit, in addition to those expenses incurred by his counsel.

**XVIII.**  
**NO FEDERAL CLAIMS**

65. Mora repeats the allegations contained in the foregoing paragraphs and incorporates them by reference as if fully set forth herein.

66. Plaintiff does not assert any claim in this petition under federal common law, any federal rule, regulation or statute, or any other federal law. Moreover, diversity of citizenship does not exist in this case that would make this matter removable to federal court.

**IXX.**  
**CONDITIONS PRECEDENT**

67. All conditions precedent to Plaintiff's claims have been performed or have occurred.

**XX.**  
**JURY TRIAL DEMANDED**

68. Plaintiff demands a trial by jury and tenders the appropriate fee with this petition.

**XXI.**  
**REQUEST FOR DISCLOSURE**

69. Pursuant to TEXAS RULE OF CIVIL PROCEDURE 194, Plaintiff requests that each Defendant disclose, within fifty (50) days of the service of this request, the information or material described in Rule 194.2(a) through (l).

**XXII.**  
**PRAYER**

For these reasons, Plaintiff prays that the Defendants be cited to appear and answer herein, and that, after trial of this matter, Plaintiff be granted judgment for the reasons set forth above. Plaintiff prays that this Court award the Plaintiff the following:

- i. all of his actual damages within the limits of the Court;
- ii. compensatory damages;
- iii. special damages;
- iv. rescission;
- v. punitive damages;
- vi. treble damages;
- vii. attorneys' fees for the prosecution of this matter and any and all appeals;
- viii. pre- and post-judgment interest in the maximum amounts allowed by law;
- ix. costs of court;
- x. an Order enjoining Defendants from any future sale of unregistered securities;

- xi. an Order necessary to restore to Plaintiff all monies invested;
- xii. any relief this Court deems appropriate including the appointment of a receiver;  
and
- xiii. such other and further relief, both at law and in equity, to which Plaintiff may  
be justly entitled.

Respectfully submitted,

ZIMMERMAN, AXELRAD,  
MEYER, STERN & WISE, P.C.

By: /s/ Brian W. Zimmerman  
Brian W. Zimmerman  
State Bar No. 00788746  
3040 Post Oak Blvd., Suite 1300  
Houston, Texas 77056  
Telephone: (713) 552-1234  
Facsimile: (713) 963-0859

**ATTORNEYS FOR PLAINTIFF**  
**JOE A. MORA**

**CERTIFICATE OF SERVICE**

The undersigned certifies that on the 30<sup>th</sup> day of January, 2009, he provided a copy of this pleading on all counsel of record in conformity with the Texas Rules of Civil Procedure.

Mr. Thomas L. Taylor, III  
Winstead P.C.  
600 Travis, Suite 1100  
Houston, TX 77002

**By Certified Mail/Return Receipt Requested**  
**No. 7008 1300 0001 1803 5999**

Mr. Jason M. Ross  
Curran, Tomko, Tarski LLP  
2001 Bryan Street  
Dallas, Texas 75201

**By Certified Mail/Return Receipt Requested**  
**No. 7008 1300 0001 1803 6002**

Ms. Deanna J. White Osborne  
5300 Memorial Drive, Suite 970  
Houston, Texas 77007

**By Certified Mail/Return Receipt Requested**  
**No. 7008 1300 0001 1803 6019**

Mr. James T. Thompson  
Watt Beckworth Thompson  
& Henneman, LLP  
711 Louisiana, Suite 1800  
Houston, Texas 77002

**By Certified Mail/Return Receipt Requested**  
**No. 7008 1300 0001 1803 6026**

Robert T. Mowrey  
Locke Lord Bissell & Liddell, LLP  
2200 Ross Avenue, Suite 2200  
Dallas, Texas 75201

**By Certified Mail/Return Receipt Requested**  
**No. 7008 1300 0001 1803 6033**

**/s/ Brian W. Zimmerman**  
Brian Zimmerman