

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
GREENVILLE DIVISION

GREENWOOD LEFLORE HOSPITAL

PLAINTIFF

VS.

CIVIL ACTION NO.: 4:15cv174-SA-JMV

STANLEY "STAN" M. BEATY; ALCON
CORPORATION; ALCON, INC.;
HEALTHCARE CONTRACT SERVICES,
INC.; AND JOHN DOES 1-6.

DEFENDANTS

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

COMES NOW, Plaintiff Greenwood Leflore Hospital ("Plaintiff" or "GLH"), by and through counsel, and files this Verified Complaint for Injunctive Relief and Damages against Defendants Stanley "Stan" M. Beaty; Alcon Corporation; Alcon, Inc.; Healthcare Contract Services, Inc.; and John Does 1-6 (collectively "Defendants"), and in support thereof would show as follows:

PARTIES

1. Plaintiff Greenwood Leflore Hospital ("GLH") is a Mississippi Community Hospital organized pursuant to Miss. Code Ann. § 41-13-10 *et seq.* with its principal place of business located in Greenwood, Mississippi.

2. Defendant Stanley "Stan" M. Beaty is an adult resident of Tennessee residing at 684 South Mansfield, Memphis, TN 38104.

3. Defendant Alcon, Inc. is (or was) a Tennessee corporation that was formerly and at times relevant to this Complaint, located at 65 Linden Avenue, Memphis, Tennessee 38103. Upon information and belief, Defendant Beaty is the sole owner, operator and manager Alcon, Inc. which is effectively the alter ego of Beaty.

4. Defendant Healthcare Contract Services, Inc. is a Tennessee corporation with its principal place of business at 65 Linden Avenue, Memphis, Tennessee 38103. Upon information and belief, Defendant Beaty is the sole owner and manager of Healthcare Contract Services, Inc.

5. Upon information and belief, Alcon Corporation is an unincorporated entity acting as the d/b/a name of Alcon, Inc. and as the alter ego of Defendant Beaty. Alcon Corporation's principal place of business is 65 Linden Avenue, Memphis, Tennessee 38103.

6. John Does 1-6 are individuals or corporations responsible as set forth herein but whose identities have not been fully ascertained at this time.

JURISDICTION AND VENUE

7. Subject matter jurisdiction over this matter is proper pursuant to 28 U.S.C. §1332. This is a civil action between citizens of different states in which the matter in controversy exceeds, exclusive of interest and costs, the sum of Seventy-Five Thousand Dollars (\$75,000.00).

8. This Court may exercise personal jurisdiction over the Defendants because they conducted business in the State of Mississippi and committed a tort in whole or in part in the State of Mississippi.

9. A substantial part of the events giving rise to these claims occurred within the Northern District of Mississippi, Greenville Division. Therefore, venue of the United States District Court for the Northern District of Mississippi, Greenville Division, is proper under 28 U.S.C. § 1391(a).

FACTS

A. The Contracts.

10. On October 1, 2003, GLH and Alcon, Inc. entered into a certain "Extended Business Office Agreement" (Agreement) whereby GLH engaged Alcon, Inc. to undertake "soft

collections” of all patient accounts referred to Alcon, Inc. by GLH. A copy of the Agreement is attached hereto as Exhibit A.

11. Because patient account information constitutes “Protected Health Information” (“PHI”), on September 22, 2003, GLH and “Alcon Corporation” entered into a Business Associate Contract (“BAC”) related to the Agreement in order to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). A copy of the BAC is attached hereto as Exhibit B.

12. According to records maintained by the Mississippi Secretary of State, Alcon, Inc. was administratively dissolved on December 26, 2007. Thus, no later than January 2008, if not before, Alcon operated as the alter ego of Beaty. According to records maintained by the Tennessee Secretary of State, Alcon, Inc. was administratively dissolved on June 27, 2011 due to a failure to file a 2010 annual report.

13. Notwithstanding the dissolution of Alcon, Inc., Defendant Beaty and the other Defendants (collectively, “Alcon”) continued to provide collection services to GLH pursuant to the Agreement utilizing the business name Alcon Corporation until the contract was terminated on September 2, 2015. Upon information and belief, there is no entity known as Alcon Corporation registered to do business in either Tennessee or Mississippi. However, Alcon Corporation was registered with the State of Tennessee as a collection agency until December 31, 2014.

14. Alcon Corporation’s Tennessee license to operate a debt collection agency expired on December 31, 2014. Pursuant to its Tennessee license, Alcon Corporation posted a small bond (\$20,000 to \$25,000) with the state agency. Upon information and belief, Alcon Corporation’s bond coverage also expired on December 31, 2014.

15. The Agreement required Alcon to maintain liability insurance in the amount of \$1,000,000.00 and bond coverage in an amount acceptable to the Hospital, and which is sufficient to satisfy federal or state requirements. Alcon was further required to immediately notify GLH in the event of any proposed cancellation, actual cancellation, or any change in the Agency's insurance or bond coverage. Upon information and belief, Beaty failed to fulfill this liability insurance and bonding obligation, although Alcon Corporation posted a small bond with the Tennessee Department of Commerce and Insurance.

B. Collection Services and Invoicing.

16. Pursuant to the Agreement, Alcon engaged in "soft collections" of so-called "early out" accounts (patient accounts which had posted no payment after thirty (30) days), by sending collection letters, billing statements and making non-harassing phone calls to patients. Alcon sent collection letters to past due patient accounts at 30 day intervals being 60, 90 and 120 days from the initial past due date.

17. Patients transmitted the payments on past due accounts directly to GLH. Alcon was entitled to 10% commission on all payments received from past due accounts which had been referred to it for collection. Each day, GLH generated a daily report of activity (*i.e.*, any collections received) on accounts which had been referred to Alcon and transmitted these daily reports to Alcon.

18. On a regular basis, Alcon sent GLH a long, multi-page invoice with numerous line item listings by patient name, the amount paid, the date of the payment, the commission amount, and the remaining unpaid patient balance, if any. Because these invoices list each patient payment as an individual line item, they would span over dozens of pages. On the last page of each long invoice was what purported to be the sum total amount collected for the invoice period together with the resulting 10% commission due to Alcon.

C. Medicare Reimbursement.

19. The Medicare Program allows hospitals such as GLH to be partially reimbursed for Medicare beneficiary “bad-debt” (that is, uncollectable co-payments and co-insurance amounts owed by beneficiaries for Medicare covered services) by allowing providers to claim such costs on their required annual Medicare cost reports. In order to be considered an “allowable bad debt,” the provider must be able to establish, among other things, that “reasonable collection efforts were made.” Medicare Provider Reimbursement Manual, Ch. 3, § 03-08.

20. Pursuant to Medicare Program Requirements, GLH is required to maintain documentation (such as copies of bills, follow-up letters, and reports of telephone contact) that it undertook “reasonable efforts” to collect on outstanding patient balances of Medicare beneficiaries.

21. If a hospital is unable to document that it undertook reasonable efforts to collect on “bad debt,” it will be prohibited from claiming the bad-debt on its annual Medicare cost report.

22. Paragraph 6(b) of the Agreement provides that GLH may at any reasonable time examine Alcon’s records pertaining to accounts referred to Alcon by GLH under the Agreement.

23. Until mid-2015, Defendants routinely provided to GLH collection records, in particular, collection letters sent to past due patient accounts at 30 day intervals, being 60, 90 and 120 days from the initial past due date, in order for GLH to validate to Medicare auditors the bad-debt claimed on its annual Medicare cost report.

D. The Fraud Scheme.

24. On July 20, 2015, Eva Hensley, a former employee of Beaty, contacted GLH employee Debbie Lea and told her that for many years Beaty and Alcon had been systemically overbilling GLH.

25. Eva Hensley had been employed by Beaty for approximately seventeen (17) years. According to Ms. Hensley, she was laid off following her objection to Beaty about his fraudulent billing scheme.

26. Beginning in August 2008, Beaty began systemically overbilling GLH by inflating the total collection sum at the end of each invoice and the associated commission due to Alcon on its invoices. Attached as Exhibit C is an account compiled by Ms. Hensley listing the amounts by which GLH was overbilled by Beaty for each month between August 2008 through June 15, 2015.

27. Before sending them to GLH, Beaty personally altered the Alcon invoices to inflate the sum total of amount collected during the invoice billing period. Beaty intentionally and systematically inflated the total collected in order to overbill GLH for Alcon's ten percent (10%) commission.

28. For example, the invoice from Alcon Corporation for the period ending July 15, 2015, lists the total amount collected as \$61,775.34 and the associated 10% commission due to Alcon of \$6,177.53. In reality, only \$50,710.34 was collected which should have resulted in a commission of \$5,071.03. While each individual line item on the multi-page July 15, 2015 invoice is correct; the sum total collected at the end on the last page of the invoice and the resulting commission amount due also at the bottom of the last page of the invoice were inflated.

According to Ms. Hensley, Beaty personally altered the total amounts collected in order to overbill GLH.

29. During this time period that Beaty and the Defendants were systemically overbilling GLH, Beaty began providing improper gifts to the GLH employee tasked with reviewing the Alcon invoices. Defendant Beaty provided the gifts to improperly influence and lull the GLH employee to be lax, inattentive and ignore reviewing Defendants' invoices. For example, on or around March 10, 2014, Beaty made available to the employee Memphis Grizzlies tickets valued at \$820.00. Upon information and belief, Beaty and the other Defendants began providing these improper gifts sometime in 2008. These gifts were provided despite the fact that GLH maintained a clear policy that employees were not to accept any gifts from vendors.

30. After GLH was contacted by Ms. Hensley, it began an internal investigation into the overbilling. GLH employee Ms. Debbie Lea spot checked several months of invoices and found that Ms. Hensley's information about Beaty's scheme to overbill GLH was accurate.

31. Ms. Lea contacted Beaty on July 23, 2015 and informed him that GLH had found some discrepancies in its billing. On July 24, 2015, Beaty responded by e-mail to Ms. Lea and stated that, "We have reviewed invoicing for Greenwood Leflore Hospital through August 2013 and have accounted for \$70,000.00 in overbilling. We are continuing to review and will update on Monday, August 27."

32. In his e-mail, Beaty specifically reaffirmed the debt to GLH by stating "The actions of company staff and the responsibility for correcting rests on our 'shoulders.' To that regard, Beaty promised "Greenwood Leflore will be reimbursed including interest for all over billings." Continuing, Beaty stated, "Interest will be calculated based on prime plus .25 point per

SUNTRUST as of December 30 of each year. This will be forwarded to the hospital by August 31, 2015.”

33. On that same day, Mr. Beaty sent a second e-mail stating that Alcon was reviewing all client invoicing “going back to 2010” and “[w]e will go back past 2010 next week.” Beaty reiterated the overbilling would be re-paid, stating “Greenwood . . . will be compensated to the penny for what has happened.”

34. In spite of these communications, Beaty never corrected or withdrew the inflated July 15, 2015 invoice which was sent to GLH late on July 20, 2015.

35. Unknown to GLH during July, Beaty was in the process of vacating the long standing business office located at 65 Linden Avenue, Memphis, Tennessee. Beaty was putting records and equipment in a storage and/or otherwise disposing of them. Although moving operations, Beaty never provided any notice of moving or forwarding address to GLH while leading GLH to believe the Defendants would repay the overbilling.

36. On July 30, 2015, in an e-mail response to Ms. Lea, Beaty stated, “I’ve looked at a summary from 2009 forward. We will produce a detail next week month to month. I am seeing \$159,000.00 that is not matching our 2004 (*sic*) contract for Greenwood.”

37. In early August 2015, Beaty told GLH he was compiling various reports to determine the amount of overbilling. Yet contrary to his promises, Beaty repeatedly failed to provide any reports reflecting the overbillings.

38. GLH has received no further communications from Beaty since August 2015. In August, Ms. Lea made repeated efforts to contact him.

39. Beaty failed to tender the promised partial payment of \$70,000.00 on August 31, 2015. Neither Beaty nor the other Defendants have made any payment on the overbilled amount.

40. Upon information and belief, Defendants have ceased operations and vacated the premises at 65 Linden Avenue, Memphis, Tennessee 38103. Defendants have removed all equipment, including an IBM AS/400 mainframe computer containing records related to patient collections undertaken on behalf of GLH to an unknown location.

41. GLH formally terminated its contract with Defendants on September 2, 2015.

42. Based on an accounting for overbilling provided by Ms. Hensley, as verified in part by review of GLH records on hand, it has been determined that Defendants overbilled GLH by approximately \$382,776.00 from the period of September 2008 through June 30, 2015, which amount GLH paid.

43. Defendants failed to respond to the demand that all GLH patient records be turned over to GLH. Defendants remain in the exclusive and sole control and possession of the records related to the debt collection efforts undertaken on behalf of GLH. These records of bad debt collection effort are essential for GLH to validate the bad-debts claimed on its FY 2012, 2013, 2014, and 2015 Medicare cost reports.

E. Alter Ego.

44. At all relevant times Alcon, HCC, and John Does acted as the mere alter ego of Beaty, and the corporate veil should be pierced with respect to each entity and Beaty held personally liable for the acts of each entity.

45. Upon information and belief, Beaty and the Defendants routinely disregarded corporate formalities. For example, Alcon, Inc. was never licensed to operate a debt collection service. Upon information and belief, Beaty routinely used Alcon and HCC funds to pay personal expenses and co-mingled funds. Alcon, Inc. also failed to make the necessary annual

filings required by Tennessee and Mississippi. At all times relevant to his fraud scheme, Alcon was not qualified to do business in Mississippi.

46. Beaty failed to observe corporate formalities. He caused business funds to be intermingled and used to pay personal expense. He initiated and direct the scheme to defraud GLH and others in order to enrich himself.

COUNT 1
INJUNCTIVE RELIEF

47. Paragraph 1-46 are incorporated herein by reference into Count 1 – Injunctive Relief.

48. Currently, all records of debt collection efforts made on past due patient accounts on behalf of GLH are in the sole and exclusive possession and control of Beaty and other Defendants. It is critical for GLH to have full access to and copies of these records, in particular, the 60, 90 and 120 day collection letters, in order to comply with the requirements of the Medicare Program applicable to bad debt claims on Medicare cost reports.

49. Upon information and belief, the debt collection records are electronically stored on an IBM AS/400 mainframe computer system and associated back-up tapes, discs, hard drives or other electronic storage devices in the sole possession and control of Beaty and other Defendants. The current location of the IBM AS/400 mainframe computer system is unknown to GLH.

50. Defendants are contractually obligated to provide GLH with access to these records upon request. By e-mail dated September 2, 2015 to Beaty, GLH demanded Beaty provide all collection effort records to it. Similarly, by a demand letter to Beaty dated September 2, 2015, demand was made for all records of collection efforts.

51. As of August 2015, Defendants have ceased all communications with GLH, are no longer responding phone calls or e-mails from GLH employees, and are no longer operating as a functioning collection business. Beaty has not responded to the demands made to him on September 2, 2015 for all records related to patient accounts.

52. In July 2015, Beaty acted as if he and Alcon were going to provide a complete accounting for the overbilling and repay all overbillings plus interest. The purpose of these misrepresentations was to delay GLH taking action while he, among other things, moved records and equipment to a new location and vacate his long time business address. Beaty's ploy was to act as if he was determining the loss and repaying the stolen funds, while he hid records and schemed to attempt to shift blame on to others. In short, Beaty's actions demonstrate he is devious and likely to destroy, hide or sell the IBM AS/400 mainframe computer system and associated electronic storage devices.

53. Based on his fraudulent representation and his theft of funds from GLH and others, there is a high degree of risk that Beaty will feign cooperation while the IBM AS/400 computer system is destroyed, hidden or otherwise compromised unless the Court grants immediate injunctive relief.

54. In his diversionary e-mails, Beaty and Alcon have admitted to overbilling GLH at least \$159,000. GLH is likely to succeed on the merits of a breach of contract claim, including Defendants failure to provide GLH with all records of its debt collection effort on behalf of GLH. Moreover, Beaty and the other Defendants' intentional plot to delay action by GL, complete failure to make any of the promised repayments of the overbilling, vacating its office and cessation of business and failure to provide any records, show it is unlikely Beaty and the other Defendants will be able to repay the money stolen much less any additional damages

flowing from GLH's lack of documentation of patient debt collection efforts. Accordingly, there is no adequate remedy at law because monetary damages are not recoverable.

55. GLH will suffer irreparable injury if the Court fails to grant a mandatory injunction compelling Beaty and other Defendants to produce and provide complete access to the IBM AS/400 mainframe computer system and associated back-up tapes, discs and all other electronic storage devices for purposes of copying all records of collection efforts on behalf of GLH and enjoining Beaty and the other Defendants from destroying, altering, erasing, or electronically deleting records related to GLH. Specifically, GLH will be unable to comply with the Medicare Program requirement for documenting efforts to collect bad (past due) debts, requirements related to maintenance of records supporting cost report claims, and requirements related to maintaining records related to protected health information. Without these debt collection records, in particular the 60, 90 and 120 day collection letters, GLH will lose hundreds of thousands of dollars in Medicare reimbursement and additions hundreds of thousands in Medicare reimbursement obligation.

56. The balance of hardships strongly favor GLH. Defendants will suffer no tangible harm by providing complete, functional access to the IBM AS/400 mainframe computer system and all associated electronic storage devices to GLH as they are obligated to do so under the Agreement.

57. Injunctive relief is in the public interest. GLH is a publically owned hospital and without the relief will be, through no fault of its own, placed in violation of Medicare program regulations as well as suffer grievous and irreparable financial losses without complete access to the patient bad debt collection records.

58. For these reasons, GLH requests that the Court immediately issue a preliminary injunction enjoining Beaty and the other Defendants from destroying, altering, or otherwise disposing of the IBM AS/400 mainframe computer, all associated electronic storage devices and any and all other records, whether electronic or hard copy, of collection efforts on behalf of GLH. GLH further requests that the Court grant mandatory injunction requiring Beaty and other Defendants to produce to GLH its IBM AS/400 mainframe computer system and associated back-up tapes, discs, hard drives and all other associated electronic storage devices, together with necessary codes, passwords and software in order to access and copy all GLH related collection records in particularly the 60, 90 and 120 day collection letters sent to past due patient accounts. GLH further requests the issuance of a permanent injunction granting the same relief as appropriate.

COUNT II.
BREACH OF CONTRACT

59. Paragraphs 1-58 are incorporated herein by reference into Count II – Breach of Contract.

60. Defendants willfully breached the terms of the Agreement by knowingly and willfully misrepresenting the gross amounts collected each invoice in order to inflate the associated 10% commission due and paid to Alcon.

61. Beaty has acknowledged the overbilling in e-mails to GLH. He specifically confessed that GLH had been overbilled at least \$159,000.00 as a result of systemic overbilling.

62. As a result of Defendants' willful breach of contract, Plaintiff has suffered damages in the amount of at least \$382,776.00, together with cost and attorney fees.

COUNT III
CONVERSION

63. Paragraphs 1-62 are incorporated herein by reference into Court III – Conversion.

64. Between September 2008 and June 2015, Defendants wrongfully, willfully and intentionally converted to the Defendants' own use property and money owned by GLH, consisting of funds in the amount of at least \$382,776.00, through the scheme detailed above. Defendants wrongfully obtained and have retained these funds, which rightfully belonged to GLH, through the scheme discussed above.

COUNT IV
FRAUD AND FRAUDULENT CONCEALMENT

65. Paragraph 1-64 are incorporated herein by reference into Count IV – Fraud and Fraudulent Concealment.

66. Defendants made material false representations on the invoices sent to Plaintiff by knowingly and willfully inflating the gross amounts collected and the purported commission amounts due and owing to Defendants.

67. Defendant Beaty personally altered the invoices to willfully and intentionally misstate the amounts collected in order to overstate and inflate the commission amounts due and owing to the Defendants. Defendant Beaty acted intentionally and fraudulently for his personal enrichment.

68. Defendants intended Plaintiff would act on their false representations by paying the inflated commission amounts reflected on the invoices.

69. Plaintiff was unaware of the falsity of the Defendants' statements, relied on their truth, and had a right to do so.

70. Plaintiff suffered damages in the amount of at least \$382,776.00 by paying the invoices which overstate and misrepresent the true commission amounts due and owing.

71. Defendants fraudulently concealed the falsity of the invoices by, among other things, providing improper gifts and other benefits to the GLH employee responsible for

reviewing the invoices provided by Defendants. Beaty and the other Defendants sent communications to trick and deceive GLH to believe the overbilling was an act of former employee and would be promptly repaid with interest. This fraudulent concealment was calculated and intended to buy time and delay action while Defendants vacated the office and concealed the location of records and the IBM AS/400 mainframe computer system and associated storage devices.

COUNT V
CONSTRUCTIVE TRUST

72. Paragraphs 1-71 are incorporated herein by reference into Count V – Constructive Trust.

73. Defendants wrongfully induced GLH to convey funds in the amount of \$382,776.00 to Defendants by submitting false invoices to GLH.

74. GLH justifiably relied on the false invoices prepared by Defendants and was induced to transfer the funds to Defendants.

75. The funds rightfully belong to GLH and Defendants have no right to said funds.

76. Defendants should be compelled to repay the funds to GLH to whom they rightfully belong.

COUNT VI
PIERCING THE CORPORATE VEIL

77. Paragraphs 1-76 are incorporated herein by reference into Count VI – Piercing the Corporate Veil.

78. The corporate form for Alcon Inc., Alcon Corporation, HCC, and John Does 1-6 should be disregarded and Defendant Beaty held personally liable for these Defendants' actions.

79. Defendant Beaty owned and controlled and was single-handedly responsible for managing Alcon, Inc., Alcon Corporation, HCC, and John Does 1-6.

80. GLH's contractual expectations have been frustrated by the party with which it looked to for performance.

81. Defendants have flagrantly disregarded corporate formalities and separate identities between the corporate entities and their shareholder/member, Beaty. For example, Beaty routinely co-mingled business and personal expenses through Defendants, and used Defendants accounts to pay personal expenses. Defendants failed to register to do business in the State of Mississippi, and failed to file annual reports in both Mississippi and Tennessee as required.

82. Defendants have engaged in grossly negligent, reckless, and fraudulent conduct as described above by knowingly and willingly systemically overbilling Plaintiff.

83. Because of Defendants action and omissions, the corporate form of each corporate defendant should be disregarded and Defendant Beaty held personally liable all Defendants' actions.

COUNT VII
PUNITIVE DAMAGES

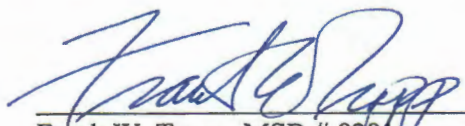
84. Paragraphs 1-83 are incorporated herein by reference into Count VII – Punitive Damages.

85. Beaty specifically and the other Defendants acted willfully, wantonly, maliciously and with gross negligence and recklessly in perpetrating the above described scheme to overbill and defraud GLH. Beaty and other Defendants' acts, conduct and omissions by design and by purpose were intended to conceal their commission of the above described fraudulent scheme, so as to further constitute malice and an actual fraud of GLH. Accordingly, Beaty and the other Defendants are separately and jointly liable for punitive damages in an amount to be shown at

trial but no less than ten (10) times actual damages, together with all costs, expense and attorney fees.

WHEREFORE, PREMISES CONSIDERED, Greenwood Leflore Hospital requests that the court enter a preliminary injunction and permanent injunction enjoining Defendants from destroying, altering, or otherwise disposing of any and all past due patient account collection records, and mandatorily require Defendants to preserve and to provide complete access to that certain IBM AS/400 mainframe computer system and all associated electronic storage devices together with access codes, software, passwords and other access control information for copying all GLH debt collection and patient records and to produce all debt collection records, including in particular the 60, 90 and 120 day collection letters and related documentation and well as all other HIPPA information necessary for GLH to satisfy its collection effort documentation obligations to the Medicare program as required by the Agreement. Additionally, Greenwood Leflore Hospital demands judgment against the Defendants in the minimum amount of \$382,776.00, together with prejudgment interest, post-judgment interest, punitive damages in an amount to be shown at trial but no less than ten (10) times actual damages together with expenses, attorneys' fees and court costs for pursuing this action. Plaintiff further demands such other and more general relief to which it is entitled.

RESPECTFULLY SUBMITTED, this the 4th day of December, 2015.



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**ATTORNEYS FOR GREENWOOD
LEFLORE HOSPITAL**

VERIFICATION

STATE OF MISSISSIPPI
COUNTY OF LEFLORE

Dawne Holmes, being duly sworn on her oath, state that she has authority from Plaintiff, Greenwood Leflore Hospital, to sign and verify the Verified Complaint for Injunctive Relief and Damages on its behalf, and that she has read the foregoing Verified Complaint, including each of the exhibits attached here and that the statements contained in the Verified Complaint are true and accurate based on knowledge, information and belief.

Dawne Holmes
DAWNE HOLMES

Subscribed and sworn to before me the 4 day of Dec, 2015 to certify

which witness my hand.

Veronica Shavers
NOTARY PUBLIC

