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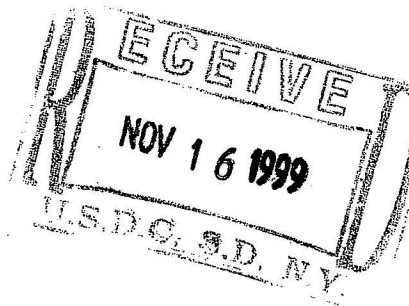
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

CREDIT BANCORP, LTD, CREDIT BANCORP,
INC., RICHARD JONATHAN BLECH,
THOMAS MICHAEL RITTWEGER, and
DOUGLAS C. BRANDON,

Defendants.

99 Civ.

COMPLAINT

Plaintiff Securities and Exchange Commission ("Commission"), for its Complaint against defendants Credit Bancorp, Ltd., its domestic subsidiary Credit Bancorp, Inc. (collectively "Credit Bancorp"), Richard Jonathan Blech ("Blech"), Thomas Michael Rittweger ("Rittweger"), and Douglas C. Brandon ("Brandon") alleges as follow:

1. Credit Bancorp is engaged in an ongoing scheme in which it has obtained investments of at least \$120 million in marketable securities from individuals or entities holding large blocks of stock which they cannot sell due to their position with the issuers. Credit Bancorp has told these individuals or entities that they can obtain a risk-free return of between 4 percent and 14 percent a year, without relinquishing ownership of these securities. The securities are to be placed in trust accounts, in the name of Credit Bancorp, at major financial institutions. Investors are told that their stock will not be margined, pledged or hypothecated, rather, returns are to be generated from a line of credit based on the value of the securities in the trust accounts. Credit Bancorp tells investors that major European banks will provide the credit lines.

Credit Bancorp does not place the securities in trust accounts. Instead, the securities obtained from investors are placed in cash or margin accounts controlled by Credit Bancorp and Blech. The securities are then "margined" or sold, with the proceeds being wired to bank accounts in the United States and Switzerland. In other instances, the margin credit generated from the securities is being used to purchase other securities such as S&P Index option contracts.

Credit Bancorp's activities are ongoing. Recently, Credit Bancorp's agents have approached municipalities, such as Houston, Texas, about investing in the Credit Bancorp Insured Credit Facility program. Additionally, Credit Bancorp has approached broker-dealers, investment advisers, insurance companies and financial institutions to invest securities held by those institutions.

2. The defendants, directly or indirectly, singly or in concert, have engaged, are continuing to engage, and are about to engage in, transactions, acts, practices, and courses of

business that constitute, and would constitute, violations of Section 17(a) of the Securities Act of 1933 ("Securities Act"), 15 U.S.C. § 77q(a); Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act"), 15 U.S.C. § 78j(b), and Rule 10b-5, 17 C.F.R. § 240.10b-5, and they are likely to repeat such violations in the future unless the Court enjoins them from doing so. Accordingly, the Commission seeks relief in the form of a temporary restraining order, injunctions, disgorgement, civil penalties and other appropriate remedies.

JURISDICTION AND VENUE

3. The Commission brings this action pursuant to the authority conferred upon it by Section 22(a) of the Securities Act [15 U.S.C. § 77u(a)] and Section 21(d) of the Exchange Act, [15 U.S.C. § 78u(d)], to restrain and enjoin, temporarily, preliminarily and permanently, Credit Bancorp, Blech, Rittweger and Brandon from future violations of the federal securities laws. The Commission also seeks disgorgement by the Defendants of their ill-gotten gains plus prejudgment interest, and such other equitable relief as may be deemed appropriate. In addition, the Commission seeks civil penalties from each of the Defendants pursuant to Section 21(d) of the Exchange Act, 15 U.S.C. § 78u(d).

4. This Court has jurisdiction over this action, and venue is proper, pursuant to Section 22(a) [15 U.S.C. § 77u(a)] of the Securities Act and Sections 21(d) and 27 of the Exchange Act, [15 U.S.C. §§ 78u(d) and 78aa].

5. The Commission, pursuant to authority conferred upon it by Sections 10(b) and 23(a) of the Exchange Act, 15 U.S.C. §§ 78j(b), and 78w(a), has promulgated Rule 10b-5, 17

C.F.R. § 240.10b-5 . Rule 10b-5 was in effect at the time of the transactions and events alleged in this Complaint and remains in effect.

6. The Defendants, directly or indirectly, singly or in concert, made use of the means or instruments of transportation and communication in, and the means or instrumentalities of, interstate commerce, or of the mails, in connection with the transactions, acts, practices and courses of business alleged herein. Certain of the transactions, acts, practices and courses of business alleged herein took place in the Southern District of New York, including, but not limited to, the placement of certain securities in brokerage accounts located in the Southern District of New York, the clearing of trades effected by certain of the defendants and the trading of certain securities that were placed by defendants in the trust accounts.

DEFENDANTS

7. **Credit Bancorp, Ltd.** is a Netherlands Antilles corporation. Its headquarters office is in Geneva, Switzerland. Its American affiliate, **Credit Bancorp, Inc.**, is incorporated in Kentucky with offices in San Diego, California and Toms River, New Jersey. For all practical purposes the offshore and domestic entities are operated as a single unit. Credit Bancorp claims to be a leading international financial services firm offering high net worth individuals and institutions a wide range of innovative financial products and customized services that deliver exceptional returns on assets. Credit Bancorp operates, and maintains accounts at financial and brokerage institutions under a number of different names, including Credit Bancorp, Credit Bancorp Ltd., CBL, CreditBancorp, Credit Bancorp, N.V., Credit Corp. and Credit Bancorp Limited.

8. **Richard Jonathan Blech**, age 36, is a U.S citizen currently residing in Switzerland; he is the CEO and President of Credit Bancorp, Ltd. Upon information and belief, Mr. Blech is the sole signatory on brokerage accounts maintained by Credit Bancorp.

9. **Thomas Michael Rittweger**, age 40, of Toms River, New Jersey, is the managing director of North American Operations for Credit Bancorp. He is the president of another affiliate of Credit Bancorp, Credit Bancorp & Co.

10. **Douglas C. Brandon**, approximately age 60, of Lexington, Kentucky, is an attorney licensed to practice in Kentucky. He is represented to be the trustee for all of the Credit Bancorp accounts used in the Insured Credit Facility program. He is the incorporator of all of the Credit Bancorp entities.

FACTS

THE NATURE OF THE OFFERING

11. Beginning in 1997, agents for Credit Bancorp began contacting individuals, typically chairmen or chief executive officers of public companies, to solicit the investment of shares in Credit Bancorp's "Insured Credit Facility Program." Credit Bancorp tells these individuals that they can pledge marketable shares that cannot be immediately sold because of the investors' positions with the issuers. Credit Bancorp informs potential investors that it will pay an annual return of between 4 and 14 percent on the value of the securities, a return that is putatively generated from a line of credit that Credit Bancorp obtains from unidentified "major European banks."

12. Credit Bancorp, operating through agents, makes solicitations through personal or telephone contact. In addition to corporate executives, Credit Bancorp has begun to solicit broker-dealers, investment advisers and municipalities to invest securities in the Insured Credit Facility Program.

13. Solicitation materials provided to investors state that the "client's" assets are placed in a custodial trust at a major domestic financial institution. Brandon is designated as the "insured trustee." Credit Bancorp states that it prefers to handle unlegended securities, although it will assist the investor in the removal of the restrictive legend if necessary.

14. The terms of the agreement between Credit Bancorp and the investor place explicit and unequivocal limitations on the transferability or use of the securities. Credit Bancorp promises investors that they will retain full ownership of the pledged securities and that Credit Bancorp will not "at any time sell, trade, move, lien, pledge hypothecate, encumber or otherwise dispose of the assets, or in any way alter the existing state of the assets."

15. These written terms are consistent with the oral representations made to investors by Rittweger and Brandon. Both men have specifically told potential investors that Brandon was to hold the shares and that he will not allow the shares to be "sold, pledged, assigned, margined, liened, hypothecated or otherwise disposed of."

16. Investors are told that the returns on their pledged securities are "guaranteed" and are without risk. Credit Bancorp claims that the securities, without leaving the trust accounts, are "booked and valued" into a European financial institution which extends an unsecured credit line to Credit Bancorp. Various, investors are told that Credit Bancorp uses the credit line to

engage in “riskless arbitrage trading” or that the European financial institution uses Credit Bancorp’s credit line to engage in such trading.

17. Investors are also told that their investment is “totally” insured by Lloyds of London.

18. Credit Bancorp has told some investors that it has over 200 clients in the program. Clients are variously told that Credit Bancorp has between one and eight billion dollars under management and that it has never incurred a loss in its five years of existence.

THE VINTAGE PETROLEUM TRANSACTION

19. Vintage Petroleum Company (“Vintage”) is an oil and gas company with its headquarters in Tulsa, Oklahoma. Vintage stock is publicly traded on the New York Stock Exchange.

20. A Credit Bancorp agent contacted Charles Stephenson, the president of Vintage, to solicit an investment of Vintage securities in the Insured Credit Facility program. After Stephenson expressed an interest, Rittweger contacted Stephenson, and told Stephenson he could pledge his Vintage stock and receive a return of four to six percent per year with no risk.

21. Rittweger told Stephenson that his Vintage stock would remain in Stephenson’s name and that Stephenson would retain full ownership interest in the stock.

22. Rittweger also told Stephenson that the placement of Vintage stock in a custodial account would allow Credit Bancorp to take the value of the Vintage securities and make investments using the stock as an “off balance sheet credit.”

23. Rittweger also spoke with Fred Storaska, Stephenson's broker, regarding the Insured Credit Facility program. Rittweger told Storaska that certain unidentified Swiss banks provided unsecured trading loans to Credit Bancorp. Rittweger further stated that Credit Bancorp then engaged in "riskless arbitrage trading" using the line of credit provided by the Swiss banks. Despite pressure from Storaska, Rittweger refused to disclose the identity of the Swiss banks.

24. Brandon sent Stephenson a letter in which Brandon stated he would hold the shares in trust and would not allow the shares to "be sold, pledged, assigned, margined, liened, hypothecated or otherwise disposed of." The letter is signed by Brandon in his capacity as trustee and by Blech as President and Chief Executive Officer of Credit Bancorp.

25. Stephenson delivered eight million shares of Vintage stock with an approximate value of \$100 million dollars into the program and received instructions from Rittweger to place the securities into four separate brokerage accounts. Although these shares were subject to some restrictions of Rule 144, the shares did not bear any restrictive legend on their face. These accounts were maintained at BT Alex Brown/DBSI, Swiss American Securities, Brown Brothers Harriman & Co. and National Financial/Fidelity.

26. The subsequent disposition of Stephenson's shares was as follows:

(a) Two million Vintage shares were delivered on June 28, 1999, into an account in the name of Credit Bancorp at BT Alex Brown (now known as Deutsche Bank Securities, Inc.)("DBSI"). Records maintained by DBSI reflect that the shares were placed into a Credit Bancorp margin account and commingled with shares from other issuers. The shares have

been used as collateral to secure a margin loan of approximately \$15 million. Account records also reflect that large sums of money have been wired out of the account to an account maintained at Bank of America.

(b) Two million Vintage shares were delivered on June 25, 1999, to an account in the name of Credit Suisse (Zurich) at its American broker-dealer, Swiss American securities. By July 8, 1999, all but 500,000 shares delivered by Stephenson had been delivered out to other broker-dealers. Upon information and belief, the stock is not being held in a trust account at Swiss American.

(c) Two million Vintage shares were delivered on July 2, 1999, into an unidentified account maintained at Brown Brothers Harriman & Co ("BBH"). BBH records reflect that the Vintage shares were delivered into an account of one of its custodial clients and that those shares were delivered out to various broker-dealers between July 7, 1999 and September 22, 1999. Upon information and belief, the shares were delivered to five European financial institutions and one European broker-dealer.

(d) Two million Vintage shares were delivered on June 25, 1999, into an account maintained in the name of Credit Bancorp at National Financial/Fidelity. As of July 9, 1999, all of the securities, except for 100 shares, had been transferred out of the account.

COLORADO CASINO RESORTS, INC.

27. In 1998, Rittweger contacted Michael Smith, the president of Colorado Casino Resorts, Inc. ("CCRI"), and solicited Smith's participation in the Insured Credit Facility program. Rittweger told Smith that his shares would be placed in a trust account and that Smith

could either earn interest on the value of the securities or that Smith could borrow against the value of the securities. Rittweger also told Smith that his shares would never be pledged, encumbered or otherwise put at risk.

28. Rittweger informed Smith that Credit Bancorp would generate the returns payable to Smith from Credit Bancorp's "secret trading expertise." According to Rittweger, the CCRI shares would be used in Europe by Credit Bancorp to obtain a line of credit and engage in offshore arbitrage.

29. In early 1998, Smith placed 5.7 million CCRI shares with Credit Bancorp.

30. Shortly after delivering the CCRI shares to Credit Bancorp, Smith was contacted by the transfer agent for CCRI and informed that his shares had been submitted for transfer.

31. Smith sued Credit Bancorp to enjoin the transfer of the shares and for the return of the securities. In May or June of 1998, Smith obtained a court order requiring Credit Bancorp to return the shares to him.

WORLD WIDE WIRELESS COMMUNICATIONS, INC.

32. On or about June 29, 1999, Worldwide Wireless, Inc., a major shareholder in World Wide Wireless Communications, Inc. ("WWC"), entered into the Credit Bancorp Insured Credit Facility program. Worldwide Wireless, Inc. placed 3,150,000 shares with Credit Bancorp.

33. Credit Bancorp sold or transferred these shares to a number of other broker-dealers. Some of these shares were ultimately sold into the market by Credit Bancorp.

34. On August 25, 1999, Worldwide Wireless, Inc. filed an action in California federal court seeking the return of its WWC shares. WWC issued a press release on October 12,

1999, stating that the suit had been settled on terms which included the return of the shares and a payment of \$750,000.

35. Recent trading activity in WWC indicates that Credit Bancorp is now buying large blocks of WWC stock.

LCA VISION CENTERS

36. LCA Vision Centers ("LCA") is a publicly traded company with its headquarters in Cincinnati, Ohio. LCA stock is publicly traded on the Nasdaq Stock Market.

37. In or about June 1997, Dr. Stephen Joffe ("Joffe"), the founder of LCA, was contacted by a representative of Credit Bancorp. As with the other solicitations, Joffe was told that he could receive a six percent return on the value of his securities, with 1.5 percent paid in advance, upon delivery of the securities. As an alternative, Joffe was told that he could borrow against the value of the securities.

38. Credit Bancorp sent a letter to Joffe, signed by Blech, which instructed Joffe to execute a credit facility agreement and instructing Joffe on the delivery of the shares.

39. Prior to the delivery of his LCA shares to Credit Bancorp, Joffe spoke with Brandon regarding Credit Bancorp. Brandon told Joffe that the Credit Bancorp program was risk free and that he had done business with them before.

40. Joffe delivered 2,910,000 shares of LCA stock to Credit Bancorp in three certificates. Joffe received a confirming letter from Brandon which indicated that the value of the shares was approximately \$10 million.

41. Shortly after delivery of the shares, Joffe requested that the shares be returned to him. After repeated demands, Credit Bancorp returned 1,960,000 shares to Joffe. As this did not represent all the shares he had delivered to Credit Bancorp, Joffe continued to demand the return of 950,000 shares.

42. In early 1998, apparently in response to Joffe's repeated demands, Credit Bancorp wired \$1,662,000 to Joffe's securities brokerage account, and sent him a release from liability. As Joffe contended that the unreturned shares were worth in excess of \$3 million, he declined to execute the release, and has treated the funds as a loan against his LCA shares.

OTHER SOLICITATIONS

43. Credit Bancorp has also approached numerous other individuals, broker-dealers, investment advisers and municipalities. Several of these entities are seriously considering investments in Credit Bancorp's Insured Credit Facility program. Recently, an agent of Credit Bancorp approached the City of Houston, Texas. As explained to a Houston finance official, Credit Bancorp promised that it could augment the city's revenues by \$27 million through placement of the city's investment portfolio with Credit Bancorp.

44. The Credit Bancorp agent told Houston city officials that if Houston placed its investment portfolio with Credit Bancorp, Credit Bancorp would use the securities as an "asset reflection" with a foreign bank. As with the other solicitations, these unusual returns could be garnered with no risk since the ownership of the securities would remain with the City of Houston.

45. Other municipalities have been approached by Credit Bancorp. Further, large financial institutions have been contacted by Rittweger regarding the placement of securities by those financial institutions. Once financial institution has been negotiating with Rittweger for the placement of \$500 million in securities into the Credit Bancorp program.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

Violations of Section 10(b) of the Exchange Act and Rule 10b-5

46. The Commission realleges and incorporates by reference the allegations contained in Paragraphs 1 through 45 above.

47. From in or about January 1997 through the present, the defendants, directly or indirectly, singly or in concert, by use of the means or instruments of transportation or communication in, or the means or instrumentalities of, interstate commerce, or of the mails, in connection with the purchase or sale of securities, knowingly or recklessly, have: (1) employed, and are about to employ, devices, schemes and artifices to defraud; (2) made, and are about to make, untrue statements of material fact, or have omitted, and are about to omit, to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (3) engaged, and are about to engage, in acts, transactions, practices and courses of business which have operated as a fraud or deceit upon purchasers of the securities and other persons.

48. The defendants' scheme involves obtaining securities from investors to be placed in the Insured Credit Facility program, and instead of placing those securities in riskless trust accounts, using those securities to generate margin loans or simply selling the securities. Investors are falsely told that the securities would be placed in trust accounts under the sole control of Brandon, that the securities would only be used to obtain a line of credit, and that the investors' returns would be generated from riskless trading in European financial instruments.

49. By reason of the foregoing, the Defendants, have, directly or indirectly, singly or in concert, violated, and unless temporarily, preliminarily and permanently restrained and enjoined, will again violate Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5, 17 C.F.R. § 240.10b-5.

SECOND CLAIM FOR RELIEF

(Violations of Securities Act Section 17(a)(1))

50. Plaintiff repeats and realleges Paragraphs 1 through 45 above.

51. Defendants, with scienter, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce, or by the use of the mails, directly or indirectly employed, and are employing, devices, schemes or artifices to defraud in violation of Section 17(a)(1) of the Securities Act [15 U.S.C. § 77q(a)].

52. By reason of the foregoing, Defendants have, directly or indirectly, singly or in concert, violated, and unless temporarily, preliminarily and permanently restrained and enjoined, will again violate Section 17(a)(1) of the Securities Act and unless restrained and enjoined will continue to do so.

THIRD CLAIM FOR RELIEF

(Violations of Securities Act Section 17(a)(2) and (3))

53. Plaintiff repeats and realleges Paragraphs 1 through 45 above.

54. Defendants, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce, or by the use of the mails, directly or indirectly (a) obtained and are obtaining money or property by means of untrue statements of material facts or omissions to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or (b) engaged and are engaging in transactions, practices or courses of business which operated or would operate as a fraud or deceit upon purchasers of securities in violation of Section 17(a)(2) and (3) of the Securities Act [15 U.S.C. § 77q(a)(2) and (3)].

55. By reason of the foregoing, Defendants have, directly or indirectly, singly or in concert, violated, and unless temporarily, preliminarily and permanently restrained and enjoined, will again violate Section 17(a)(2) and (3) of the Securities Act and unless restrained and enjoined will continue to do so.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this court:

I.

Enter an Order temporarily restraining and preliminarily enjoining the defendants, their agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of the injunction by personal service or otherwise, and each of

them, from future violations of Section 17(a) of the Securities Act, 15 U.S.C. § 77q(a), Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b) and Rule 10b-5, 17 C.F.R. § 240.10b-5.

II.

Grant a Final Judgment permanently enjoining defendants, their agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of the injunction by personal service or otherwise, and each of them, from future violations of Section 17(a) of the Securities Act, 15 U.S.C. § 77q(a), Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b) and Rule 10b-5, 17 C.F.R. § 240.10b-5.

III.

Grant a Final Judgment requiring Defendants Credit Bancorp, Blech and Rittweger to disgorge an amount equal to the funds and benefits they obtained illegally as a result of the violations alleged herein, plus prejudgment interest on that amount.

IV.

Grant a Final Judgment assessing penalties against the Defendants pursuant to Section 21(d) of the Exchange Act, 15 U.S.C. § 78u(d).

V.

Issue an order directing all of the Defendants, jointly and severally, to prepare and present to the Court and the Commission, within thirty (30) days from the entry of said order, a sworn accounting of all of the proceeds collected by the defendants from the activities described in the Commission's Complaint.

VI.

Issue in a form consistent with Rule 65(e) of the Federal Rules of Civil Procedure, orders preliminarily and permanently enjoining defendants Credit Bancorp, Ltd., Credit Bancorp, Inc., Blech and Rittweger and Brandon, and their officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of them, including Credit Bancorp, Credit Bancorp Ltd., CBL, CreditBancorp, Credit Bancorp, N.V., Credit Corp. and Credit Bancorp Limited, who receive actual notice of the orders by personal service or otherwise, and each of them, from:

A. transferring, changing, wasting, dissipating, converting, concealing or otherwise disposing of, in any manner, any funds, assets, claims, or other property or assets owned or controlled by, or in the possession or custody of defendants or Credit Bancorp, Credit Bancorp Ltd., CBL, CreditBancorp, Credit Bancorp, N.V., Credit Corp. and Credit Bancorp Limited;

B. transferring, assigning, selling, hypothecating, or otherwise disposing of any assets of Credit Bancorp, Ltd., Credit Bancorp, Inc., Blech and Rittweger existing and in the custody or control of Credit Bancorp, Ltd., Credit Bancorp, Inc., Blech and Rittweger or Credit Bancorp, Credit Bancorp Ltd., CBL, CreditBancorp, Credit Bancorp, N.V., Credit Corp. and Credit Bancorp Limited as of the date of the Order.

VII.

Issue in a form consistent with Rule 65(e) of the Federal Rules of Civil Procedure, orders preliminarily and permanently enjoining the Defendants, and their officers, agents, servants,

employees and attorneys, and those persons in active concert or participation with any of them, who receive actual notice of the orders by personal service or otherwise, and each of them, from destroying, mutilating, concealing, transferring, altering, or otherwise disposing of, in any manner, any books, records, computer programs, computer files, computer printouts, correspondence, memoranda, brochures, or any other documents of any kind, pertaining in any manner to the business of the Defendants, including, without limitation, the sale of securities and information relating to the Credit Bancorp Insured Credit Facility program.

VIII.

Grant such other and further relief as this Court may determine to be just, equitable and necessary, including, but not limited to, (i) a freeze of assets, (ii) the acceleration of discovery including the forthwith production of books and records, (iii) the appointment of a receiver, (iv) an order requiring repatriation of assets, and (v) an order requiring the execution of consent directives.

IX.

Retain jurisdiction over this action in order to implement and carry out the terms of all orders and decrees that may hereby be entered, or to entertain any suitable application or motion by the Commission for additional relief within the jurisdiction of this Court.

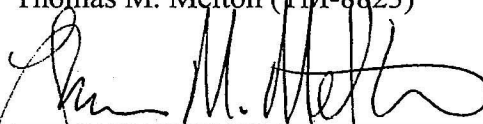
X.

Grant such other and further relief as the Court may deem just and equitable.

Dated: November , 1999

Respectfully Submitted,

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