

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION**

_____		)	
FEDERAL TRADE COMMISSION,		)	
		)	
	Plaintiff,	)	Civil No. 2:10-cv-0030-CEH-SPC
		)	
	v.	)	Judge Charlene E. Honeywell
		)	
CREDIT RESTORATION BROKERS, LLC, a		)	Magistrate Judge Sheri Polster Chappell
Florida limited liability company, also d/b/a		)	
CLEAR CREDIT SAM SKY and SAM SKY		)	
CREDIT GUY,		)	
		)	
DEBT NEGOTIATION ASSOCIATES, LLC, a		)	
Florida limited liability company,		)	
		)	
SAM TARAD SKY, individually and as an owner,		)	
officer, or director of Credit Restoration		)	
Brokers, LLC, and Debt Negotiation Associates,		)	
LLC,		)	
		)	
KURT A. STREYFFELER, P.A., a Florida		)	
corporation, and		)	
		)	
KURT A. STREYFFELER, individually and as		)	
an owner, officer, or director of		)	
Kurt A. Streyffeler, P.A.,		)	
		)	
	Defendants.	)	
_____		)	

**STIPULATED SETTLEMENT ORDER WITH DEFENDANTS**  
**KURT A. STREYFFELER, P.A., AND KURT A. STREYFFELER**

Plaintiff Federal Trade Commission (“FTC” or “Commission”) pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and Section 410(b) of the Credit Repair Organizations Act, 15 U.S.C. § 1679h(b), filed its Complaint for injunctive and other relief, alleging that Credit Restoration Brokers, LLC, also

doing business as Clear Credit Sam Sky and as Sam Sky Credit Guy, Debt Negotiation Associates, LLC, Sam Tarad Sky, individually and as an owner, officer, or director of Credit Restoration Brokers, LLC, and Debt Negotiation Associates, LLC, and Kurt A. Streyffeler, P.A., and Kurt A. Streyffeler, individually and as an owner, officer, or director of Kurt A. Streyffeler, P.A., engaged in acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the Credit Repair Organizations Act, 15 U.S.C. §§ 1679-1679j.

Defendants Kurt A. Streyffeler and Kurt A. Streyffeler, P.A., having been represented by counsel, and acting by and through said counsel, have consented to the entry of this Stipulated Settlement Order for Permanent Injunction and Final Judgment ("Order") without a trial or adjudication of any issue of law or fact herein.

**NOW THEREFORE**, the Plaintiff, Defendants Kurt A. Streyffeler, and Kurt A. Streyffeler, P.A., having requested that the Court enter this Order, and the Court having considered the Order reached between the parties, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

#### **FINDINGS**

1. This is an action by the Commission instituted under Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and Section 410(b) of the Credit Repair Organizations Act, 15 U.S.C. § 1679h(b). Pursuant to these statutes, the Commission has the authority to seek the relief contained herein.

2. The Commission's Complaint states a claim upon which relief may be granted under Sections 5(a), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a), 53(b) and 57b, and the Credit Repair Organizations Act, 15 U.S.C. §§ 1679-1679j.

3. This Court has jurisdiction over the subject matter of this case and has jurisdiction over the parties hereto.

4. Venue in the United States District Court for the Middle District of Florida is proper pursuant to 28 U.S.C. § 1391(b) and (c) and 15 U.S.C. § 53(b).

5. The alleged activities of Defendants Kurt A. Streyffeler and Kurt A. Streyffeler, P.A., are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

6. Defendants Kurt A. Streyffeler and Kurt A. Streyffeler, P.A., without admitting the allegations set forth in the Commission's Complaint and without any admission or finding of liability thereunder, agree to entry of this Order.

7. Defendants Kurt A. Streyffeler and Kurt A. Streyffeler, P.A., waive: (a) all rights to seek judicial review or otherwise challenge or contest the validity of this Order; (b) any claim that they may have against the Commission, its employees, representatives, or agents; (c) all claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, *as amended by* Pub. L. 104-121, 110 Stat. 847, 863-64 (1996); and (d) any rights to attorney's fees that may arise under said provision of law. The Commission and Defendants Kurt A. Streyffeler, and Kurt A. Streyffeler, P.A., each shall bear their own costs and attorney's fees incurred in this action.

8. This Order is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.

9. Entry of this Order is in the public interest.

**DEFINITIONS**

1. **“Plaintiff”** means the Federal Trade Commission.
2. **“Settling Individual Defendant”** means Kurt A. Streyffeler.
3. **“Settling Corporate Defendant”** means Kurt A. Streyffeler, P.A., and its successors and assigns.
4. **“Settling Defendants”** means the Settling Individual Defendant and Settling Corporate Defendant, individually, collectively, or in any combination.
5. **“Credit repair service”** means any service, in return for the payment of money or other valuable consideration, for the express or implied purpose of:
  - a. improving any consumer’s credit record, credit history, or credit rating; or
  - b. providing advice or assistance to any consumer with regard to any activity or service the purpose of which is to improve a consumer’s credit record, credit history, or credit rating.
6. **“Customer”** means any person who has paid, or may be required to pay, for goods or services offered for sale or sold by the Defendants.
7. **“Document”** or **“documents”** is synonymous in meaning and equal in scope to the usage of the term in Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.
8. **“Financial related good or service”** means any good, service, plan, or program that is represented, expressly or by implication, to (A) provide any consumer, arrange for any

consumer to receive, or assist any consumer in receiving, credit, debit, or stored value cards; (B) improve, or arrange to improve, any consumer's credit record, credit history, or credit rating; (C) provide advice or assistance to any consumer with regard to any activity or service the purpose of which is to improve a consumer's credit record, credit history, or credit rating; (D) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit; (E) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, debt relief services; (F) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving any service represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a consumer and one or more secured creditors, servicers, or debt collectors.

9. "Material" means likely to affect a person's choice of, or conduct regarding, goods or services.

10. "Person" means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

**I. PROHIBITED BUSINESS ACTIVITIES PURSUANT TO THE  
CREDIT REPAIR ORGANIZATIONS ACT**

**IT IS THEREFORE ORDERED** that Settling Defendants, their officers, agents, servants, employees, attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale, sale, or provision of any credit

repair service, are hereby permanently restrained and enjoined from violating, or assisting others in violating, any provision of the Credit Repair Organizations Act, 15 U.S.C. §§ 1679-1679j, including, but not limited to, by making or using untrue or misleading statements, or statements that should be known, upon the exercise of reasonable care, to be untrue or misleading, to consumer reporting agencies with respect to consumers' credit worthiness, credit standing, or credit capacity in violation of Section 404(a)(1), 15 U.S.C. § 1679b(a)(1).

**II. PROHIBITED BUSINESS ACTIVITIES REGARDING FINANCIAL GOODS OR SERVICES**

**IT IS THEREFORE ORDERED** that Settling Defendants, their officers, agents, servants, employees, attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale, sale, or provision of any financial related good or service, including, but not limited to, any credit repair service, are hereby permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication, any material fact, including, but not limited to, misrepresenting:

- A. Their ability to improve or otherwise affect a consumer's credit report or profile or ability to obtain credit;
- B. The total cost to purchase, receive, or use any good or service;
- C. Any material restrictions, limitations, or conditions to purchase, receive, or use any good or service;

D. Any material aspect of the nature or terms of a refund, cancellation, exchange, or repurchase policy for any good or service; and

E. Any material aspect of the performance, efficacy, nature, or central characteristics of any good or service.

### **III. MONETARY JUDGMENT**

**IT IS FURTHER ORDERED** that:

A. Judgment is hereby entered in favor of the Commission and against Settling Defendants, jointly and severally, for equitable monetary relief, including, but not limited to, consumer redress, in the amount of one hundred thousand dollars (\$100,000), *provided, however,* that the judgment for equitable monetary relief shall be suspended subject to the conditions set forth in Section IV of this Order.

B. All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress, and any attendant expenses for the administration of such equitable relief. Settling Defendants shall cooperate fully to assist the Commission in identifying consumers who may be entitled to redress pursuant to this Order. If the Commission determines, in its sole discretion, that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to the practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Settling Defendants shall have no right to challenge the Commission's choice of remedies under this Section. Settling Defendants shall have no right to contest the manner of distribution chosen by the Commission.

This judgment for equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive assessment or forfeiture;

C. Settling Defendants relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law. Settling Defendants shall make no claim to or demand for return of the funds, directly or indirectly, through counsel or otherwise;

D. In accordance with 31 U.S.C. § 7701, as amended, Settling Defendants are hereby required, unless they already have done so, to furnish to the Commission their respective taxpayer identifying numbers (Social Security numbers or employer identification numbers), which shall be used for purposes of collecting and reporting on any delinquent amount arising out of Settling Defendants' relationship with the government. Settling Individual Defendant is further required, unless he already has done so, to provide the Commission with clear, legible, and full-size photocopies of all valid driver's licenses that he possesses, which will be used for reporting and compliance purposes;

E. Settling Defendants agree that the facts as alleged in the Complaint filed in this action shall be taken as true without further proof in any bankruptcy case or subsequent civil litigation pursued by the Commission to enforce its rights to any payment or money judgment pursuant to this Order, including, but not limited to, a nondischargeability complaint in any bankruptcy case. Settling Defendants further stipulate and agree that the facts alleged in the Complaint establish all elements necessary to sustain an action pursuant to, and that this Order shall have collateral estoppel effect for purposes of, Section 532(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 532(a)(2)(A); and



F. Proceedings instituted under this Section are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings the Commission may initiate to enforce this Order.

#### **IV. RIGHT TO REOPEN**

**IT IS FURTHER ORDERED** that:

A. By agreeing to this Order, Settling Defendants reaffirm and attest to the truthfulness, accuracy, and completeness of the financial statements signed by or on behalf of Settling Individual Defendant (dated October 15, 2009) and Settling Corporate Defendant (dated October 15, 2009) and provided to the Commission, including all attachments and subsequent amendments and corrections thereto. Plaintiff's agreement to this Order is expressly premised upon the truthfulness, accuracy, and completeness of Settling Defendants' financial condition, as represented in the financial statements referenced above, which contain material information upon which Plaintiff relied in negotiating and agreeing to the terms of this Order;

B. If, upon motion of the FTC, the Court finds that any of the Settling Defendants failed to disclose any material asset, materially misrepresented the value of any asset, or made any other material misrepresentation in or omission from such Settling Defendant's financial statement or supporting documents, the entire amount of the suspended judgment as to such Settling Defendant, less any amounts paid by the Settling Defendants, shall become immediately due and payable as to that defaulting Settling Defendant, *provided*, however, that, in all other respects, this Order shall remain in full force and effect, unless otherwise ordered by the Court; and

C. Any proceedings instituted under this Section shall be in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including, but not

limited to, contempt proceedings, or any other proceedings that the Commission or the United States might initiate to enforce this Order. For purposes of this Section, Settling Defendants waive any right to contest any of the allegations in the Commission's Complaint.

**V. PROHIBITION ON COLLECTING ACCOUNTS**

**IT IS FURTHER ORDERED** that Settling Defendants, their officers, agents, servants, employees, attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined from attempting to collect, collecting, selling, assigning, or otherwise transferring any right to collect payment from any consumer who purchased or agreed to purchase any credit repair service from any Defendant, directly or through any third party, prior to entry of this Order.

**VI. PROHIBITIONS REGARDING CUSTOMER INFORMATION**

**IT IS FURTHER ORDERED** that Settling Defendants, their officers, agents, servants, employees, attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined from:

A. Disclosing, using, or benefiting from customer information, including the name, address, telephone number, email address, Social Security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, mortgage, or other financial account), of any person which any Settling Defendant

obtained prior to entry of this Order in connection with the advertising, marketing, promotion, offering for sale, sale, or provision of any credit repair service; and

B. Failing to dispose of such customer information in all forms in their possession, custody, or control within thirty (30) days after entry of this Order. Disposal shall be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot practicably be read or reconstructed, *provided, however,* that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or as required by law, regulation, or court order.

#### **VII. COMPLIANCE MONITORING**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring and investigating compliance with any provision of this Order:

A. Within ten (10) days of receipt of written notice from a representative of the Commission, Settling Defendants each shall submit additional written reports, which are true and accurate and sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and provide entry during normal business hours to any business location in each Settling Defendant's possession or direct or indirect control to inspect the business operation;

B. In addition, the Commission is authorized to use all other lawful means, including, but not limited to:

1. Obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45 and 69;

2. Having its representatives pose as consumers and suppliers to Settling Defendants, their employees, or any other entity managed or controlled in whole or in part by any Settling Defendant, without the necessity of identification or prior notice; and

C. Settling Defendants each shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present, *provided, however*, that nothing in this Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

#### **VIII. COMPLIANCE REPORTING**

**IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this Order may be monitored:

- A. For a period of five (5) years from the date of entry of this Order,
1. Settling Individual Defendant shall notify the Commission of the following:
    - a. Any changes in Settling Individual Defendant's residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;
    - b. Any changes Settling Individual Defendant's employment status (including self-employment), and any change in Settling Individual Defendant's ownership in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that Settling Individual Defendant is affiliated with,

employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of Settling Individual Defendant's duties and responsibilities in connection with the business or employment; and

c. Any changes in Settling Individual Defendant's name or use of any aliases or fictitious names within ten (10) days of the date of such change;

2. Settling Defendants shall notify the Commission of any changes in structure of Settling Corporate Defendant or any business entity that any Settling Defendant directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including, but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any such change in the business entity about which a Settling Defendant learns less than thirty (30) days prior to the date such action is to take place, such Settling Defendant shall notify the Commission as soon as is practicable after obtaining such knowledge;

B. One hundred eighty (180) days after the date of entry of this Order and annually thereafter for a period of five (5) years, Settling Defendants each shall provide a written report to the FTC, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Order. This report shall include, but not be limited to:

1. For Settling Individual Defendant:

a. Settling Individual Defendant's then-current residence address, mailing addresses, and telephone numbers;

b. **Settling Individual Defendant's then-current employment status (including self-employment), including the name, addresses, and telephone numbers of each business that Settling Individual Defendant is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of Settling Individual Defendant's duties and responsibilities in connection with the business or employment; and**

c. **Any other changes required to be reported under Subsection A of this Section.**

2. **For all Settling Defendants:**

a. **A copy of each acknowledgment of receipt of this Order, obtained pursuant to the Section titled "Distribution of Order;" and**

b. **Any other changes required to be reported under Subsection A of this Section;**

C. **Each Settling Defendant shall notify the Commission of the filing of a bankruptcy petition by such Settling Defendant within fifteen (15) days of filing;**

D. **For the purposes of this Order, Settling Defendants shall, unless otherwise directed by the Commission's authorized representatives, send by overnight courier all reports and notifications required by this Order to the Commission, to the following address:**

**Associate Director for Enforcement  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W., Room NJ-2122  
Washington, DC 20580  
RE: FTC v. Credit Restoration Brokers**

*Provided*, that, in lieu of overnight courier, Settling Defendants may send such reports or notifications by first-class mail, but only if Settling Defendants contemporaneously send an electronic version of such report or notification to the Commission at: [DEBrief@ftc.gov](mailto:DEBrief@ftc.gov); and

E. For purposes of the compliance reporting and monitoring required by this Order, the Commission is authorized to communicate directly with each Settling Defendant.

#### **IX. RECORD KEEPING PROVISIONS**

**IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry of this Order, Corporate Defendant, in connection with, or assisting others engaged in, the advertising, marketing, promotion, offering for sale, sale, or provision of any financial related good or service to consumer, and Individual Defendant for any business for which he is the majority owner or directly or indirectly controls, are hereby restrained and enjoined from failing to create and retain the following records:

A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;

B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

C. Customer files containing the names, addresses, telephone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;

D. Complaints and refund requests (whether received directly or indirectly, such as through a third party) and any responses to those complaints or requests;

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including, but not limited to, copies of acknowledgments of receipt of this Order required by the Sections titled "Distribution of Order" and "Acknowledgment of Receipt of Order" and all reports submitted to the FTC pursuant to the Section titled "Compliance Reporting."

#### **X. DISTRIBUTION OF ORDER**

**IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of entry of this Order, Settling Defendants shall deliver copies of the Order as directed below:

A. Settling Corporate Defendant: Settling Corporate Defendant must deliver a copy of this Order to (1) all of its principals, officers, directors, and managers; (2) all of its employees, agents, and representatives who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Order upon Settling Corporate Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure;

B. Settling Individual Defendant as control person: For any business that Settling Individual Defendant controls, directly or indirectly, or in which Settling Individual Defendant as a majority ownership interest, Settling Individual Defendant must deliver a copy of this Order to (1) all principals, officers, directors, and managers of that business; (2) all employees, agents,



and representatives of that business who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Order upon Settling Individual Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure;

C. Settling Individual Defendant as employee or non-control person: For any business where Settling Individual Defendant is not a controlling person of a business but otherwise engages in conduct related to the subject matter of this Order, Settling Individual Defendant must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct; and

D. Settling Defendants must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Section.

#### **XI. ACKNOWLEDGMENT OF RECEIPT OF ORDER**

**IT IS FURTHER ORDERED** that each Settling Defendant, within five (5) business days of receipt of this Order as entered by the Court, must submit to the Commission a truthful sworn statement acknowledging receipt of this Order.

#### **XII. SEVERABILITY**

**IT IS FURTHER ORDERED** that the provisions of this Order are separate and severable from one another. If any provision is stayed or determined to be invalid, the remaining provisions shall remain in full force and effect.

**XIII. RETENTION OF JURISDICTION**

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

**JUDGMENT IS THEREFORE ENTERED** in favor of the Plaintiff and against Settling Defendants, pursuant to all the terms and conditions recited above.

**IT IS SO ORDERED.**

Dated: March 11, 2010

Charlene Edwards Honeywell  
United States District Judge

**SO STIPULATED:**

Dated: JANUARY 19, 2010

WILLARD K. TOM  
General Counsel

John C. Hallerud  
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Dated: 10-29-09

Kurt A. Streiffeler  
KURT A. STREYFFELER, individually,  
and as an owner, officer, or director of Kurt  
A. Streiffeler, P.A.