

1 Mark T. Davenport
Keith R. Verges
2 Valeri C. Williams
Figari & Davenport, L.L.P.
3 901 Main Street, Suite 3400
Dallas, Texas 75202
4 Tel: (214) 939-2000
5 Fax: (214) 939-2090

6 All three attorneys have complied with
7 LR IA 10-2.

8 Edgar C. Smith
Nevada Bar No. 5506
9 Law Office of Edgar C. Smith
7371 Prairie Falcon Road, Suite 120
10 Las Vegas, Nevada 89128
11 Tel: (702) 388-0040
12 Fax: (702) 388-1699

13 Attorneys for Plaintiff First American
14 Title Insurance Company

15 IN THE UNITED STATES DISTRICT COURT
16 SOUTHERN DISTRICT OF NEVADA
17 LAS VEGAS DIVISION

18 FIRST AMERICAN TITLE)
INSURANCE COMPANY,)

19)
20 Plaintiff,)

21 v.)

Case No. _____

22 CREDIT SUISSE, CAYMAN ISLANDS,)

23) **COMPLAINT**
24)

25 Defendant.)

26 Plaintiff First American Title Insurance Company (“First American”) complains of
27 Defendant Credit Suisse, Cayman Islands Branch (“Credit Suisse”) and states:
28

PARTIES

1
2 1. **Plaintiff.** First American is a California corporation with its principal place
3 of business in Santa Ana, California.

4 2. **Defendant.** On information and belief, Credit Suisse is a Swiss corporation
5 with a principal place of business in New York. Credit Suisse is not incorporated in
6 California, nor does it have a principal place of business in California. Credit Suisse may
7 be served through Corporation Service Company, 80 State Street, Albany, NY 12207-2543,
8 or at its principal place of business, Eleven Madison Avenue, New York, NY 10010.
9

10 **JURISDICTION AND VENUE**

11 3. **Jurisdiction.** The Court has subject matter jurisdiction of this case pursuant
12 to 28 U.S.C. § 1332. In that regard, First American is a citizen of California, and Credit
13 Suisse is a foreign or New York citizen for diversity purposes. There is complete diversity
14 of citizenship between the parties, and the amount in controversy exceeds the sum or value
15 of \$75,000.00, exclusive of interest and costs.
16

17 4. **Venue.** Venue is proper in this district and division pursuant to 28 U.S.C.
18 § 1391(a)(2) because it is the district and division where a substantial part of the events or
19 omissions giving rise to the claim occurred.
20

21 **OPERATIVE FACTS**

22 5. **Nature of the Case.** This case arises out of title insurance provided by First
23 American to Credit Suisse in conjunction with certain loans by Credit Suisse to the
24 developers of what is known as the Lake Las Vegas Resort (“Lake Las Vegas”). As will be
25 discussed more fully below, Lake Las Vegas has become the subject of complex civil
26 litigation and bankruptcy. A facet of these complex proceedings is whether and to what
27
28

1 extent certain mechanics' liens may have priority over mortgage liens in favor of Credit
2 Suisse. First American seeks a declaration that the title policy at issue provides no
3 coverage for any of the mechanics' liens claims for priority against Credit Suisse.

4 **6. The Lake Las Vegas Resort.** Lake Las Vegas is a master planned
5 development in Henderson, Nevada, about 20 miles east of the center of Las Vegas. Lake
6 Las Vegas covers approximately 3,600 acres, with a 320-acre man-made lake, approvals for
7 construction of over 9,000 residential units, two luxury resort hotels (a Loews and Ritz-
8 Carlton), casino, multiple golf courses, and related amenities. Construction to date includes
9 over 1,600 residential units.
10

11 **7. The Development Plan.** Development of Lake Las Vegas dates back to the
12 1980s; certain predecessor owners ("Predecessor Owners") worked to develop a master
13 plan, build brand identity, and to sell unimproved land primarily to developers consistent
14 with the overall master plan. By 2004, the owners of much of Lake Las Vegas included
15 Lake at Las Vegas Joint Venture (Nevada general partnership) ("LLVJV"), a successor
16 entity of which is Lake at Las Vegas Joint Venture, LLC ("LLVLLC"), LLV-1, LLC
17 (Nevada Limited Liability Company) ("LLV-1"), several related and affiliate entities too
18 numerous to list in this Complaint (collectively, "Owners"), and the Predecessor Owners.
19 The liens at issue in this case arise out of loans extended to LLVJV, LLVLLC, and LLV-1
20 and improvements done at Lake Las Vegas.
21
22

23 **8. The Credit Suisse Loan Product.** Around 2004, Credit Suisse or its
24 predecessor developed a loan product primarily designed to allow the owner-developers of
25 projects to take out profits early in the development, while leaving the property burdened
26 with substantial debt. Credit Suisse apparently acted as a syndicator for "non-bank"
27
28

1 investors. Key to the loan program were two factors: (1) the majority of the loan would be
2 distributed directly to the owners, rather than allocated to development costs; and (2) Credit
3 Suisse would receive substantial fees based upon the loan amount. In order to maximize
4 the potential loan amount, Credit Suisse developed an appraisal methodology known as
5 “Total Net Value.” Total Net Value does not comply with the Financial Institutions
6 Recovery Reform Act of 1989 (“FIRREA”); Credit Suisse’s plan to sell the syndicated
7 loans to “non-bank institutions” allowed it to disregard FIRREA. This loan methodology is
8 discussed in detail in an opinion by the United States Bankruptcy Court for the District of
9 Montana, styled *In Re Yellowstone Mountain Club, LLC* filed May 12, 2009 in Adversary
10 No. 09-00014, Case No. 08-61570-11. A copy of the opinion is attached as Exhibit A.

11
12
13 **9. The November 2004 Loans - \$560 Million.** On or about November 1,
14 2004, LLVJV and LLV-1 obtained loans totaling \$560 million from Credit Suisse First
15 Boston. On information and belief, Credit Suisse First Boston and Credit Suisse shared all
16 knowledge and control of the conduct by each other alleged herein.¹ LLVJV and LLV-1
17 executed two Deeds of Trust (the “2004 Deeds of Trust”) securing notes in the amount of
18 \$435 million (1st lien) and \$125 million (2nd lien), respectively. On information and belief,
19 prior to these loans, the total amount of debt on Lake Las Vegas carried by the Owners was
20 approximately \$100 million. The Credit Suisse loan was apparently used to (1) retire the
21 \$100 million debt; (2) pay nearly \$13 million in fees to Credit Suisse; and (3) pay the
22 remaining balance of the funds to Owners or the Predecessor Owners. It does not appear
23 that any of the proceeds were used to pay for improvements at Lake Las Vegas.
24
25
26

27 ¹ Credit Suisse First Boston appears to be a predecessor to Credit Suisse. Credit Suisse has no physical presence in
28 Cayman Islands, but is a regulated affiliate of a foreign bank that maintains a physical presence of Paradeplatz 8 CH –
8001 Zurich, Switzerland. It appears that Credit Suisse is now part of an integrated global bank.

1 **10. Sale of Property to TOUSA Homes.** On or about June 27, 2005, and
2 consistent with the development plan described above, LLV-1 entered into a Purchase
3 Agreement and Escrow Instructions (“Purchase Agreement”) with TOUSA Homes, Inc.
4 d/b/a Engle Homes (“TOUSA”) to sell certain unimproved real property at Lake Las Vegas
5 to TOUSA. The Purchase Agreement provided for a sale price of \$81 million in two phases
6 of \$40.5 million each (collectively, the “TOUSA Property”). TOUSA and LLV-1 closed the
7 purchase of Phase 1 of the TOUSA Property on or about September 30, 2005. Part of the
8 Purchase Agreement required mass grading of the TOUSA Property by LLV-1. On
9 information and belief, LLV-1 hired Las Vegas Paving Company (“LV Paving”) to perform
10 the grading on the TOUSA Property. TOUSA and LLV-1 later entered into amendments to
11 their agreement, the Third Amendment thereof (“Third Amendment”), occurring on or
12 about October 19, 2006. As part of the Third Amendment, TOUSA took over LLV-1’s
13 responsibilities to mass grade the TOUSA Property in exchange for a mass grading
14 coordination fee. On information and belief, TOUSA contracted separately with LV Paving
15 and other subcontractors to perform grading work, primarily on property designated as
16 Phase 1 of the TOUSA Property. TOUSA elected not to purchase Phase 2 of the TOUSA
17 Property.
18
19
20

21 **11. The May 2005 Loan - Another \$135 Million.** On or about May 4, 2005,
22 LLVJV and LLV-1 obtained an additional \$135 million from Credit Suisse First Boston,
23 secured by a First Amendment to the 2004 Deed of Trust.
24

25 **12. The June 2007 Loan - \$540 Million.** On June 22, 2007, LLVLLC and LLV-
26 1 obtained a \$540 million loan from Credit Suisse secured by a Deed of Trust (the “2007
27 Deed of Trust”). In conjunction with this loan, Credit Suisse signed a Request for Full
28

1 Reconveyance of the 2004 Deeds of Trust. Credit Suisse signed on behalf of Credit Suisse
2 First Boston.

3 **13. The 2007 Policy.** On June 22, 2007, First American issued a Loan Policy of
4 Title Insurance (the “2007 Policy”) to Credit Suisse insuring the 2007 Deed of Trust in the
5 amount of \$486 million. The 2007 Policy contained the following exclusions:
6

7 **EXCLUSIONS FROM COVERAGE**

8 * * *

- 9 3. Defects, liens, encumbrances, adverse claims, or other
10 matters:
- 11 (a) created, suffered, assumed, or agreed to by the Insured
12 Claimant;
 - 13 (b) not known to the Company, not recorded in the Public
14 Records at Date of Policy, but known to the Insured
15 Claimant and not disclosed in writing to the Company
16 by the Insured Claimant prior to the date the Insured
17 Claimant became an Insured under this policy;
 - 18 (c) resulting in no loss or damage to the Insured Claimant;
 - 19 (d) attaching or created subsequent to Date of Policy . . . ;
 - 20 (e) resulting in loss or damage that would not have been
21 sustained if the Insurance Claimant had paid value for
22 the Insured Mortgage.

23 * * *

- 24 6. Any claim, by reason of the operation of federal
25 bankruptcy, state insolvency, or similar creditors’ rights
26 laws, that the transaction creating the lien of the Insured
27 Mortgage, is
- 28 (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in
Covered Risk 13(b) of this Policy.

As set forth more fully below, there were several endorsements to the 2007 Policy.

1 **14. The Mechanics' Lien Indemnity.** At the time the 2007 Policy was issued,
2 First American requested a Mechanic's Lien Indemnity from LLVLLC and LLV-1
3 ("Indemnity") to ensure the continued timely payment to all suppliers of goods and services
4 to the project. The continued solvency and business practices of the Owners was essential
5 to the value of the Indemnity.

6 **15. Endorsements to the 2007 Policy.** On or about September 24, 2007,
7
8 October 31, 2007, November 19, 2007, December 26, 2007, January 2, 2008, and January
9 23, 2008, Credit Suisse entered into Amendments to the June 22, 2007, Amended and
10 Restated Credit Agreement, advancing various sums. In conjunction with each advance,
11 First American issued endorsements to the 2007 Policy. The last of these endorsements,
12 dated February 20, 2008, expressly excepted from coverage any claim of priority over the
13 2007 Deed of Trust the following:
14

- 15 (a) Any mechanic's liens that may arise due to work or
16 improvements done on or before the date of this endorsement;
17 (b) Notice of Lien by Las Vegas Paving Corporation in the amount
18 of \$52,821.13 recorded January 23, 2008, in Book 20080123 as
19 Instrument Number 03709;
20 (c) Notice of Lien by TOUSA Homes, Inc. in the amount of
21 \$7,558,603.48 recorded January 10, 2008 in Book 20080110 as
22 Instrument Number 3885 (the "TOUSA Mechanic's Lien").

23 **16. Credit Suisse's Control of the Owners and Funds.** On information and
24 belief, during and after 2007, Credit Suisse undertook steps to dominate and control the use
25 of funds advanced to the Owners under the operative loan agreements, and furthermore
26 undertook to control the Owners' operations. Among other things, Credit Suisse controlled
27 the payments to the creditors of LLVLLC and LLV-1 to such an extent that preferential
28 payments were made to some creditors instead of others. As a result, Credit Suisse caused

1 the eventual claim of mechanics' liens by, among others, LV Paving and TOUSA.
2 Alternatively and in addition, Credit Suisse intentionally attempted to improve the value of
3 its collateral at First American's expense as a potential insurer of mechanic's liens. Credit
4 Suisse took over and exercised dominion and control of the Owners and their finances to
5 the extent (i) that the Owners ceased to have a separate identity; (ii) that there existed a
6 substantially complete unity of interest between Credit Suisse and the Owners; (iii) that
7 Credit Suisse disregarded any distinction between itself and the entity forms of the Owners;
8 and (iv) that to recognize the Owners as separate from Credit Suisse would, under the
9 circumstances presented here, be inequitable. Credit Suisse is therefore liable, among other
10 things, for the Owners' obligation to pay mechanic's liens and/or for any liability of the
11 Owners under the Indemnity.
12

13
14 **17. Mechanics' Liens and Allegation of Priority.** On or about December 26,
15 2007, TOUSA served a 15-day Notice of Intent to Lien upon LLV-1 pursuant to NRS
16 § 108.226(6). On January 10, 2008, TOUSA recorded the TOUSA Mechanics' Lien in the
17 amount of \$7,558,603.48 for mass grading (this sum may include some or all of LV
18 Paving's claims). On January 16, 2008, LV Paving filed a Complaint for Foreclosure
19 against LLV-1, TOUSA, and others in Clark County District Court, Case No. A555448 (the
20 "LV Paving Lien Suit"). The amount of the lien by LV Paving was \$1,283,773.62 which
21 may to some extent overlap or duplicate the sums sought by TOUSA. On May 29, 2008,
22 TOUSA intervened in the LV Paving Lien Suit and filed its own lien foreclosure action
23 against LLV-1. TOUSA also claimed a grading fee of \$938,985.00, although it is unclear to
24 what extent TOUSA asserts any lien associated with that fee. In the LV Paving Lien Suit,
25
26
27
28

1 TOUSA filed a Third-Party Complaint against Credit Suisse alleging that the TOUSA
2 Mechanics' Lien has priority over the 2007 Deed of Trust.

3 **18. The Claim By Credit Suisse.** On June 6, 2008, The Gordon Silver firm,
4 counsel for Credit Suisse, informed First American of the intervention by TOUSA in the LV
5 Paving Suit. In order to prevent any possible prejudice to Credit Suisse, First American
6 retained the firm of Kemp Jones & Coulthard ("Defense Counsel") to represent Credit
7 Suisse in the LV Paving Suit. First American also began to investigate the claim.
8

9 **19. The Bankruptcy Proceedings.** On July 17, 2008, the Owners filed for
10 Chapter 11 bankruptcy protection in the Bankruptcy Court for the District of Nevada (the
11 "Bankruptcy Proceeding"). On March 4, 2009, the LV Paving Lien Suit was removed to
12 the Bankruptcy Proceeding, and assigned adversary proceeding number 09-01064-LBR.
13 The Bankruptcy Proceeding has over 1,300 docket entries, including complex orders
14 regarding Debtor-in-Possession financing, mediation, lien priority, as well as adversary
15 proceedings. In addition, TOUSA is a debtor in a separate bankruptcy proceeding. First
16 American's investigation was complicated by the Bankruptcy Proceeding and removal of
17 the LV Paving Suit to the Bankruptcy Court. Credit Suisse was represented by both the
18 Gordon Silver firm and the Sidley Austin Firm in the Bankruptcy Proceeding and other
19 litigation.
20
21

22 **20. The Debtor-in-Possession Financing.** On August 6, 2008, and without
23 notifying First American, Credit Suisse obtained an order in the Bankruptcy Proceeding
24 allowing certain creditors to provide \$127 Million in senior security in order to provide
25 Debtor-in-Possession financing to the Owners/Debtors (the "DIP Financing"). This order
26 expressly subordinated the 2004 Deeds of Trust and the 2007 Deed of Trust to the DIP
27
28

1 Financing. On information and belief, the fair market value of Lake Las Vegas, net of all
2 priority claims, is zero or so small that Credit Suisse will not be able to recover anything on
3 the various loans and amendments with LLVLLC and LLV-1 entered into prior to the
4 Bankruptcy Proceedings. In addition, Credit Suisse may have permitted or directed that
5 proceeds of the DIP Financing be used for improper purposes that adversely affected the
6 mechanics' liens against the Lakes of Las Vegas.
7

8 **21. Credit Suisse's February 20, 2009, Tender.** On February 20, 2009, Credit
9 Suisse wrote First America to tender potential claims of priority of several mechanics' liens
10 under the Policy, including the LV Paving Lien. The letter included a January 12, 2009,
11 adversary action seeking a judicial determination that the 2007 Deed of Trust was invalid.
12 First American continued to pay Defense Counsel to represent Credit Suisse in order to
13 prevent any prejudice while it continued its investigation.
14

15 **22. TOUSA's Action to Subordinate the Credit Suisse Liens.** On May 27,
16 2009, TOUSA filed an Amended Third-Party Complaint in the Bankruptcy Proceeding
17 against Credit Suisse (the "TOUSA Bankruptcy Claim"), asserting (1) an equitable priority
18 lien and equitable subordination; (2) priority over the 2007 Deed of Trust lien; and (3)
19 fraudulent conveyance. Among the factual bases for these claims is the allegation that the
20 2007 loan secured by the 2007 Deed of Trust was a reconveyance by Credit Suisse that
21 broke any priority Credit Suisse may have had by relation back to the 2004 Deeds of Trust.
22

23 **23. Credit Suisse's June 9, 2009, Tender.** On June 9, 2009, Credit Suisse
24 tendered the TOUSA Bankruptcy Claim to First American. While this claim related back in
25 part to the intervention in the LV Paving Suit, there were several new claims predicated on
26 alleged willful wrongdoing by Credit Suisse to the detriment of TOUSA. It turns out that
27
28

1 TOUSA was not the only creditor claiming wrongdoing and that the allegations would
2 become more pervasive. As of June 18, 2009, the Gordon Silver firm acknowledged by
3 email that there had been no determination on the latest June 9, 2009, tender. In order to
4 prevent any possible prejudice to Credit Suisse, First American continued to pay for
5 Defense Counsel to represent Credit Suisse while it continued its investigation.
6

7 **24. Credit Suisse's Alleged Misconduct.** On July 27, 2009, the Official
8 Committee of Unsecured Creditors in the Bankruptcy Proceeding commenced an action
9 ("Creditors' Action") against Credit Suisse asserting that Credit Suisse's claims should be
10 disallowed or subordinated under theories of (1) equitable subordination; (2) fraudulent
11 conveyance; (3) claim disallowance and priority under the bankruptcy laws (including
12 USC §§ 502(d), 544(a)(1), and 551), and (4) lender liability because of Credit Suisse'
13 control of the Owners/Debtors and because the Owners/Debtors were mere
14 instrumentalities of Credit Suisse. The Creditors' Action contained serious allegations that
15 Credit Suisse had engaged in willful conduct designed to put Lake Las Vegas and all
16 creditors, including First American, at risk in favor of Credit Suisse and those developing
17 Lake Las Vegas. Among other things, the Creditors' Action alleged that Credit Suisse
18 willfully overburdened Lake Las Vegas with debt in order to enrich itself and the
19 developers, and that before the debt ultimately caused the bankruptcy, Credit Suisse
20 controlled the Owners and caused the remaining funds to be paid preferentially in a manner
21 that gave rise to the mechanics' liens at issue. If these allegations are true, then First
22 American should not be required to defend or indemnify Credit Suisse.
23
24
25

26 **25. Credit Suisse's Duty to Disclose.** In all of Credit Suisse's interactions with
27 First American concerning obtaining the 2007 Policy and any claims thereunder, Credit
28

1 Suisse had the duty to disclose to First American material information known to Credit
2 Suisse but not to First American bearing upon the subject matter of the insurance. Credit
3 Suisse failed to disclose all such material information to First American and, as a
4 consequence, First American did not discover and could not reasonably have discovered
5 such facts. First American is continuing its investigation.

6
7 **26. Lack of Misconduct by First American or Prejudice to Credit Suisse.** At
8 all times prior to this action, First American has prevented any prejudice to Credit Suisse by
9 paying for the representation by Defense Counsel and cooperating in the Bankruptcy
10 Proceeding and related matters. In addition, First American has diligently investigated the
11 complex facts and procedural history that led to the claims.

12 **CAUSE OF ACTION**

13
14 **27. Declaratory Judgment.** Pursuant to 28 U.S.C. § 2201, First American states
15 that there is an actual, justiciable controversy between the parties, and First American
16 requests that the Court grant declaratory judgment relief and adjudicate the following:

- 17
- 18 (a) That Credit Suisse's claim for defense and indemnity does not fall within
19 the insuring clause of the 2007 Policy as it is not a covered claim under
20 the 2007 Policy;
 - 21 (b) That Credit Suisse's claim for defense and indemnity under the 2007
22 Policy arises from matters created, suffered, assumed, or agreed to by
23 Credit Suisse and, therefore, is excluded from coverage;
 - 24 (c) That Credit Suisse's claim for defense and indemnity under the 2007
25 Policy arises from matters known to Credit Suisse, but not known to First
26 American and was outside of the public records and, therefore, is
27 excluded from coverage;
 - 28 (d) That Credit Suisse's claim for defense and indemnity under the 2007
Policy arises from bankruptcy laws including a fraudulent conveyance or
fraudulent transfer or equitable subordination and, therefore, is excluded
from coverage;

- 1 (e) That Credit Suisse's claim for defense and indemnity under the 2007
2 Policy is excluded or not covered because there is no loss or damage;
- 3 (f) That Credit Suisse's claim for defense and indemnity under the 2007
4 Policy is excluded for matters attaching to or created subsequent to the
5 date of the 2007 Policy;
- 6 (g) That Credit Suisse's claim for defense and indemnity under the 2007
7 Policy is excluded because it resulted from loss or damage that would not
8 have been sustained if Credit Suisse had paid value for the Insured
9 Mortgage;
- 10 (h) That Credit Suisse's claim for defense and indemnity under the 2007
11 Policy is excluded because the liens at issue arose from an improvement
12 or work related to Lake Las Vegas contracted for and commenced after
13 the date of the 2007 Policy;
- 14 (i) That Credit Suisse's claim for defense and indemnity under the 2007
15 Policy is barred because Credit Suisse breached its duty of good faith and
16 fair dealing to such an extent that the coverage sought has been
17 extinguished;
- 18 (j) That coverage under the 2007 Policy for lack of priority never attached
19 because it was induced in reliance upon Credit Suisse's agreement to
20 timely pay for improvements to Lake Las Vegas, rather than to allow
21 liens to attach for non-payment;
- 22 (k) That Credit Suisse's claim for defense and indemnity under the 2007
23 Policy is precluded because Credit Suisse's control of Lake Las Vegas
24 and/or Owners was such that it caused any loss;
- 25 (l) That Credit Suisse is liable for the Owners' obligation to pay mechanic's
26 liens and/or for any liability of the Owners under the Indemnity;
- 27 (m) That First American has and had no duty to defend or indemnify Credit
28 Suisse under the terms of the 2007 Policy; and
- (n) The parties' respective rights and liabilities under the 2007 Policy.

28. **Attorneys' Fees.** First American seeks to recover sums paid defending Credit Suisse under reservation of rights under theories of breach of contract, restitution, unjust enrichment and/or money had & received, as First American's investigation has revealed that Credit Suisse's claim was never covered. In addition, First American seeks to

1 recover its reasonable and necessary attorneys' fees incurred in this action, due to the bad
2 faith of Credit Suisse and as special damages, which have not yet been liquidated and will
3 be subject to further proof at trial.

4 **RELIEF REQUESTED**

5 **29. Prayer.** First American requests the following relief:

- 6 (a) That Credit Suisse be served with process and be required to answer in
7 the time and manner prescribed by law;
- 8 (b) That the Court grant the relief requested above and award First
9 American its reasonable attorneys' fees and costs incurred in defending
10 Credit Suisse and in this action;
- 11 (c) That First American be awarded its attorneys' fees and costs incurred
12 in presenting this declaratory judgment action; and
- 13 (c) That First American have such other and further relief, both general
14 and special, at law and in equity, to which First American may show
15 itself to be justly entitled.
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Respectfully submitted,

FIGARI & DAVENPORT, LLP,

/s/ Mark T. Davenport

Mark T. Davenport

Texas Bar No. 05418000

Keith Verges

Texas Bar No. 20547650

Valeri C. Williams

Texas Bar No. 24058797

3400 Bank of America Plaza

901 Main Street

Dallas, Texas 75202

(972) 939-2000 Telephone

(972) 939-2090 Facsimile

LAW OFFICE OF EDGAR C. SMITH

/s/ Edgar C. Smith

Edgar C. Smith

Nevada Bar No. 5506

7371 Prairie Falcon Road, Suite 120

Las Vegas, Nevada 89128

Tel: (702) 388-0040

Fax: (702) 388-1699

ATTORNEYS FOR PLAINTIFF