Randy Oram

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TAYLOR: Former mayors, city dismissed from lawsuit

By Rene CizioFeb 22, 2011

TAYLOR — Mayor Jeffrey Lamarand, former Mayor Cameron Priebe and the city have been dismissed from a lawsuit filed by two restaurant owners.

City officials now plan to countersue for attorney and other costs.

In the lawsuit, Key West Coney is requesting $1 million in damages.

Gerald and Geraldine Vaughn are owners of the restaurant, 12995 Telegraph Road. The lawsuit, filed July 8 in Wayne County Circuit Court, alleges that negligence by city employees cost the Vaughns nearly double the money in construction costs.

The lawsuit was filed against Lamarand because he then was a member of the City Council, the city's Planning Commission and the master plan steering committee. It also names former city planner Patrick Depa and Gary Lamarand, the mayor's brother. Gary Lamarand is the designer and builder of the restaurant, and the owner of Lamarand Design and Construction Inc. and Lamarand Design and Build Corp.

Jeffrey Lamarand succeeded Priebe as mayor after winning a November 2008 election.

Jeffrey Lamarand, Priebe and the city were dismissed from the suit by Wayne County Circuit Judge Gershwin Drain. Gary Lamarand was dismissed from the suit by the filing party.

Depa is the only person now named in the suit.

"I'm going to amend the complaint as to Depa and move forward with depositions and discovery and so forth," said the Vaughns' attorney, James Wines of Ann Arbor.

According to the lawsuit, when the city placed a stop order on the property in August 2007 until the restaurant opened in August 2009, it required the Vaughns to add $450,000 to their mortgage principal, ultimately raising payments by $3,400 per month.

As a result, the suit says, the Vaughns were behind on their mortgage payments to Monroe Bank & Trust and now have a forbearance agreement with the bank.

"It's suffering," Wines said of the business. "He's trying to make it, but I don't know if that's going to be a possibility."

The city issued the stop order because the front wall and 10 feet of the adjoining side walls, which had been left standing from an existing structure, were torn down, requiring that a storm water detention system be built. The Vaughns purchased the property in 1977, and it was a used car dealership before the restaurant was built.

According to the suit, the city had informed the Vaughns on a continuing basis through Aug. 16, 2007, that the city would allow the existing storm water to drain off, and there was no need to install a storm water detention system.

However, tearing down existing walls added the requirement that a storm water detention system be installed under a Wayne County ordinance.

The lawsuit also alleges fraud and breach of duty by the city.

According to the suit, Depa falsely advised the Vaughns to tear down remaining walls of the existing structure and said that it would not have an impact on building a storm water detention system.

"As a result of their reliance on said false representations, the Vaughns and Key West have suffered substantial damages, including but not limited to loss of value of their real property, business losses in being unable to open on schedule and increased construction costs resulting in insurmountable monthly payments, and other debt reduction costs," the lawsuit says.

The lawsuit also alleged that Depa, Gary Lamarand and Jeffrey Lamarand conspired to ensure that the Lamarand corporations would work on the project.

Amanda Banas, the city's director of executive affairs, said the city is hoping to receive at least $30,000.

"Right now, we're going to be looking to recoup cost(s) defending the case on the basis that the lawsuit was frivolous and politically motivated," she said.

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3) Denied for the reason said occurrences were and are continuing in nature, and each occurrence does not constitute a separate occurrence;

4) Denied **PATRICK J. DEPA'S** job description was irrelevant to the position he occupied, and that which he was performing for the **CITY OF TAYLOR** by designation, and assignment, including but not limited to being the employee the Plaintiffs were instructed to follow in their relations with the **CITY OF TAYLOR** regarding their development and construction of their restaurant project.

WHEREFORE the Plaintiffs' respectfully request **PATRICK J. DEPA'S,** the remaining Defendant herein, 'Renewed Motion for Summary Disposition brought pursuant to MCR 2.116(C)(7), MCR 2.116(C)(8), and MCR 2.116(C)(10) be denied, as it was previously denied.

Dated: August 4, 2011.

/s/ JAMES D. WINES
JAMES D. WINES (P22436)
Attorney for Plaintiffs.

Plaintiffs' Brief in Opposition to Renewed Motion for Summary Disposition

Contra-Statement of Facts, and Contra - Argument

The Plaintiffs were instructed, and directed to follow the lead of **PATRICK J. DEPA**, an employee of the **CITY OF TAYLOR'S,** during all stages of their restaurant project, and the Plaintiffs followed said instruction and direction.

PATRICK J. DEPA states in Paragraph 6 of his 'Affidavit' filed with his Renewed Motion for Summary Disposition that he informed the Plaintiffs they

Depa was accused of Misconduct

would have to obtain a site plan for the restaurant project, and then approval for the restaurant project from the City Planning Commission. **PATRICK J. DEPA** handed **GERALD I. VAUGHN** a single business card for Gary Lamarand's business entity, who is Jeffrey Lamarand's, a member of the City Planning Commission, brother.

Although ***never disclosed*** to the Plaintiffs at anytime during **PATRICK J. DEPA'S** role in the Plaintiffs' restaurant project, **PATRICK J. DEPA** now represents in Paragraph 9 of his said 'Affidavit' dated June 15, 2011, that as City Planner he was not familiar with the County's storm water requirements, and in Paragraph 20 thereof stated he never read the Wayne County Storm Water Ordinance in enough detail to apply it or enforce it, that in was his job to enforce it, and he is simply not familiar with the Wayne County Storm Water Ordinance requirements. The fact of the matter is the **CITY OF TAYLOR** adopted the Wayne County Storm Water Ordinance in Article II, Sewers, Sec. 34 - 78(a)(6)(b) of its Ordinances.

The Wayne County and **CITY OF TAYLOR** Ordinances relating to the installation of 'storm water retention systems' are as follows:

ARTICLE II. DEFINITIONS, Sec. 95-21 Definitions as use in this Chapter of the Wayne County Ordinances provides in part as follows:

"The following terms have the following meanings:

Construction activity **means a human- made activity, including without limitation, clearing, grading, excavating, construction and paving, that results in an earth change or disturbance in the existing cover or topography of land, including any modification or alteration of a site or the 'footprint' of a building that results in an earth change or disturbance in the existing cover or topography of land.**

Storm water means water resulting from precipitation, including without limitation rain, snow, and snowmelt.

Storm water management program consists of ordinances, orders, rules, regulations, and mechanisms that provide the management of storm water and storm water runoff to prevent flooding and to insure restoration and protection of the surface waters in Wayne County. With respect to the county, storm water management program consists of the requirements of this chapter and any rules or regulations promulgated under this chapter, and activities mandated by the certificate of coverage issued by the Michigan Department of Environmental Quality to the county pursuant to the general 'permit "Storm Water Discharges from Municipal Separate Strom Sewer System (MS4s) Subject to Watershed Plan Requirements"

Storm water management system means any structure, feature or appurtenance to this chapter or rule promulgated pursuant to this chapter that is designed to collect, detain, refrain, treat, or convey storm water or storm water runoff, including without limitation buffer strips, swales, gutters, catch basins, closed conduits, detention systems, pretreatment systems, wetlands, pavement, unpaved surfaces, structures, watercourse, or surface waters.

Storm water runoff means the excess portion of precipitation that does not infiltrate the ground, but "runs off" and reaches a conveyance, surface water, or watercourse.

Surface water means a body of water, including without limitation seasonal and intermittent waters, in which the surface of the water is exposed to the atmosphere, including without limitation takes, open detention basins, forbears, watercourse, bioretention areas, retention basins, wetlands, and impoundments

Watercourse means an open conduit, either naturally or artificially created, that periodically or continuously conveys water, including without limitation rivers, streams, vegetated swales, open channels, and open county drains."

ARTICLE III APPLICABILITY, Sec. 95-31 General of the Wayne County Ordinances provides in part as follows:

"This chapter and rules promulgated pursuant to this chapter

shall apply to all of the following:

(2) Construction activity that impacts storm water runoff into or around county drains.

(5) Construction activity that impacts storm water runoff into, on, or through property owned by the county.

(6) Construction activity that impacts new or existing storm water systems owned, operated or controlled by the county....."

ARTICLE III APPLICABILITY, Sec 95-32 Local Requirements of the Wayne County Ordinances provides in part as follows:

"(b) Nothing in this chapter or in any rule promulgated pursuant to this chapter shall apply to construction activity that is subject to a storm water management program enacted by a local unit of government within Wayne County that imposes requirements equal to or more stringent than the minimum applicable requirements of this chapter."

ARTICLE IV STORM WATER CONSTRUCTION APPROVALS, Sec. 95-41 General requirements of the Wayne County Ordinances states as follows:

"It shall be in violation of this chapter to engage in regulated construction activity except in accordance with this chapter and rules promulgated pursuant to this chapter, and pursuant to a valid storm water construction approval issued by the county. A storm water construction approval shall be issued in a form and manner approved by the county, and may be incorporated into a construction permit or other approval issued under or required by another ordinance, state or regulation."

ARTICLE II. SEWERS, Division 2 Sewer Use and Regulations Sec. 34-51 Definitions of the City of Taylor Ordinances defines 'storm water', 'surface water', and 'wastewater' as follow:

"*Stormwater* means the excess water running off from the surface of a drainage area during and immediately after a period of rain. It is that portion of the rainfall and resulting flow that is in excess of the which can be absorbed through the infiltration capacity of the surface

basis."

"*Surface water* means [1] All water on the surface, as distinguish from subterranean water; [2] Water appearing on the surface in a diffused state, with no permanent source of supply or regulate course for an considerable time, as distinguished from water appearing on watercourses, lakes or ponds."

"*Wastewater* means the spent water of a community. From the standpoint of source, it may be combination of the liquid and water carrier wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and storm water that may be present....."

The City of Taylor by Ordinance in ARTICLE II. SEWERS, Sec. 34-78(a)(6)(b) adopted the Wayne County Sewer Use Ordinance No. 2000-404, as amended, subject to the "Amendments and Specific to Wayne County Sewer and Use Ordinances" set forth in Section 5 of the City of Taylor's Ordinance 98-313, as amended [subsection (d) of this section].

Article I Definitions
Article II Permit Requirements
Article III Design and Construction Requirements for Wastewater Transmission Facilities
Article IV Design and Construction Requirements for Stormwater Facilities
Article V Discharge of Wastewater into Public Sewers (Amendments to this Article are as follows)."

The City of Taylor's said Ordinance under ARTICLE II SEWERS Sec. 34-78, 6.10.2 continues with the "Municipal Civil Infractions" spelling out (a) Violation; (b) Repeat Offenders; (c) Amount of Fines; and (d) "***Authorized County Officials:***

The following persons are "authorized county officials" for purposes of issuing municipal civil infraction citations (directing violators to appear in district court) or municipal civil infraction violation notices (directing alleged violators to appear at the Wayne County Municipal Ordinances Violations Bureau) for violations under this section;

the Director of the Wayne County Department of Environment (and the Director's designee), and any County police officer."

The City of Taylor's said Ordinance under ARTICLE II SEWERS, Sec. 34-78 County Sewer Use Ordinance 6.10.3 provides:

"*Criminal Penalties; Imprisonment.* Any person who (1) at the time of the violation knew or should have known that a pollutant or substance was discharged contrary to any provision of this section, or contrary to any rules, regulations, license, permits, orders, agreements, or determination issued, adopted, or entered by the County Agency under this section; or (2) intentionally makes a false statement, representation, or certification in an application for, or form pertaining to a permits, or in a notice, report, or record required by this section, or in any other correspondence or communication, written or oral, with the County Agency regarding matters regulated by this section; or (3) intentionally falsifies, tampers with, or renders inaccurate any sampling or monitoring device or record required to be maintained by this section; or (4) commits any other act that is punishable under state law by imprisonment for more than 90 days; shall upon conviction shall be guilty of a misdemeanor punishable by a fine of $500.00 per violations, per day, or imprisoned for up to 90 days, or both in the discretion of the court....."

The City of Taylor's said Ordinance under ARTICLE II SEWERS Sec 34-78 County Sewer Use Ordinance 6.10.4 provides:

"*Separate Offenses:* Each act of violation, and each day that a violation of this section, or of any permit, license, order, notice or determination issued, made or entered into under this section is permitted to exist or occur, constitutes a separate offense and shall be punishable as provided by this section."

PATRICK J. DEPA, the remaining Defendant herein, in obtaining approval of the Plaintiffs' restaurant project absent the necessity of a storm water detention system, was not engaged in the exercise or discharge of a governmental function, but was in fact violating the above quoted ARTICLES and Sections of the Ordinances of the **CITY OF TAYLOR**, and beyond his job

description as City Planner, which negates 'governmental immunity' under **MCL 691.1407.**

The Plaintiffs followed the direction and lead of **PATRICK J. DEPA**, including but not limited to retaining said Gary Lamarand's corporate entity, for the purpose of developing a 'site plan', which required obtaining an updated survey through Gary Lamarand's corporate entity.

The Plaintiffs' sketch of their restaurant project evidenced a change in the 'foot-print' of the existing building, which without question was the trigger for the requirement under the Ordinances of said project construct a storm water detention system.

However, prior to the City of Taylor's Planning Commission's meeting of March 21, 2007, Lora Fell, the Zoning Supervisor for the City of Taylor, at the direction of **PATRICK J. DEPA** prepared and sent a letter to the City of Taylor's Planning Commission, which specifically stated the existing surface storm water system, and sanitary sewer systems on the construction site of the Plaintiffs' restaurant project were sufficient to meet its needs. There was no mention of anything relating to the necessity of constructing a 'storm water detention system' for the restaurant project based upon the fact the 'footprint' of the existing building.

At the **CITY OF TAYLOR'S** Planning Commission's Meeting of March 21, 2007, the Plaintiffs' 'site plan' for its restaurant project was approved without the necessity of the construction of a 'storm water detention system', Jeffrey Lamarand, Gary Lamarand's brother, and a member of said Commission,

abstained from the **CITY OF TAYLOR'S** Planning Commission's vote, which approved the Plaintiffs' 'site plan' for their restaurant project..

On May 3, 2007, the Plaintiffs in the person of Gerald I. Vaughn received a telephone call from the manager of an oil change business owned by the **VAUGHNS**, who informed him a customer was at the location and wanted to speak with him.

The customer identified himself as **PATRICK J. DEPA**, and asked Gerald I. Vaughn for a 'free oil change'.

Gerald I. Vaughn believed he couldn't do anything, but approve the requested 'free oil change' for **PATRICK J. DEPA**, since **PATRICK J. DEPA** was the City of Taylor employee whose lead the Plaintiffs had been following in regard to the Plaintiffs' restaurant project. **PATRICK J. DEPA** provided the Manager of the oil change facility with a false name, however, unwittingly provided his correct address for the receipt.

The Plaintiffs had problems with Gary Lamarand in that incomplete blueprints for the construction of their restaurant project were provided, which were rejected by the **CITY'S** Building Inspector, and a 'building permit' only became available based upon the blueprints, when Gary Lamarand wrote a letter stating the required corrections would be made.

Gary Lamarand did not pull the 'building permit', and Gerald I. Vaughn was forced to pull said 'building permit', as the owner of the real property as directed by **PATRICK J. DEPA,** and thereafter the Plaintiffs contracted with a contractor other than Gary Lamarand to construct their restaurant project. Gary

Lamarand became angry, telephoned **PATRICK J. DEPA,** and registered complaints about the Plaintiffs herein. .

PATRICK J. DEPA also telephoned the Plaintiffs demonstrating an attitude concerning the fact Gary Lamarand had not been given the contract to construction the Plaintiffs' restaurant project..

From that day forward **PATRICK J. DEPA'S** attitude toward the Plaintiffs, and their construction of the Plaintiffs' restaurant project did a one-eighty, and **PATRICK J. DEPA** became less, and less helpful, although he remained the **CITY OF TAYLOR'S** employee to whom the Plaintiffs had been directed and instructed to contact with regarding their restaurant project...

In late July, or early August, 2007, with 'building permit' in hand the Plaintiffs commenced the construction phase of their restaurant project using the contractor they had retained, who had not be recommended and referred to them by **PATRICK J. DEPA,** and said contractor was not related to Jeffrey Lamarand, as was and is Gary Lamarand.

The walls of the Plaintiffs' existing building on the site of their restaurant project were torn down, with the exception of the front wall and ten (10) feet of each of the side walls adjoining the front wall, which were left standing for the designated purpose of incorporating said walls into the construction, because **PATRICK J. DEPA** had insisted it was necessary to keep the front wall, and ten (10) feet of each of the side walls adjoining the front wall of the existing building standing to be continued, and classified as 'reconstruction' by the **CITY OF TAYLOR**, and avoid having the Plaintiffs' restaurant project from being classified

as 'new construction'.

It was determined by the Plaintiffs' Engineer the front wall and said 10 foot portions of the side walls of the existing building left standing were not reinforced and the same presented a clear and present safety hazard.

The Plaintiffs in the person of Gerald I. Vaughn telephoned **PATRICK J. DEPA** to inform him of what was believed to be an unsafe condition caused by keeping the front wall, and the 10 foot portions of the side walls standing of the existing building. **PATRICK J. DEPA**, who had been at the Plaintiffs' restaurant project earlier, and had viewed the walls remaining standing from the existing building, said he also believed the same to be unsafe, and said walls should be torn down. **PATRICK J. DEPA** instructed the Plaintiff to proceed and tear down said walls. **PATRICK J. DEPA** also he was absolutely sure there was no problem in tearing down said walls, since the same were too dangerous to remain standing.

On August 15, 2007, Megan and Fred Zorn from the City of Taylor came to the Plaintiffs' restaurant project, and informed them it was wrong to have taken down the front wall, and the portions of the adjoining side walls. Further the Plaintiffs were informed **PATRICK J. DEPA** did not have the authority to direct and approve the tearing down of said walls of the existing building.

The Plaintiffs in the person of Gerald I. Vaughn replied the front wall and portions of the adjoining side walls were torn down only after **PATRICK J. DEPA** told them it was alright to do so. The Plaintiffs sought to approval of **PATRICK J. DEPA** because he was the **CITY OF TAYLOR'S** employee, whom the Plaintiffs

had been directed to follow regarding their restaurant project, which had been the situation, and continued to be the fact from day one.

Also on August 16, 2007, **PATRICK J. DEPA** came to the Plaintiffs' restaurant project, and informed the Plaintiffs in the person of Gerald I. Vaughn, and in the presence of the Plaintiffs' Professional Engineer, Abdul Khalil, not to worry, that he continued to have the Plaintiffs' "backs covered".

Later on August 16, 2007, **PATRICK J. DEPA** wanted the Plaintiffs in the person of Gerald I. Vaughn, and their Professional Engineer, to meet with Craig Lyon, the **CITY OF TAYLOR'S** Engineer, a meeting occurred, Lyon was rough and rude to the Plaintiffs' Professional Engineer, and informed the Plaintiffs in the person of Gerald I. Vaughn, and his Professional Engineer that **PATRICK J. DEPA** didn't have the authority to order the front wall, and portions of the adjoining side walls to be torn down to which THE Plaintiffs in the person of Gerald I. Vaughn replied that he had been directed and instructed to follow **PATRICK J. DEPA'S** direction, and that the Plaintiffs had done so from day one..

On August 20, 2007, the Plaintiffs received a telephone message from **PATRICK J. DEPA** in which he informed the Plaintiffs in the person of Gerald I. Vaughn that because the front wall, and the portions of the adjoining side walls of the existing building had been torn down, the Plaintiffs' restaurant project could not be constructed without the construction of a 'storm water detention system', and the Plaintiffs should call and set up a meeting with Craig Lyons to see what the requirements were going to be regarding the construction of a

'storm water detention system' for their restaurant project.

Later on August 20, 2007, the Plaintiffs again following **PATRICK J. DEPA'S** direction called to make an appointment with Craig Lyons, which was first set for August 24, 2007. The same was put off to the afternoon of September 7, 2007, without reason by Craig Lyons Office.

At the conclusion of the meeting of September 7, 2007, **PATRICK J. DEPA** stated to the Plaintiffs the reason the construction of the 'storm water detention system' now required by the **CITY OF TAYLOR** for the restaurant project was the front wall and the 10 feet of the adjacent side walls of the existing building had been torn down.

The irrational, willful, wanton, arbitrary, capricious, unnecessary, deliberate acts of **PATRICK J. DEPA** demonstrated a substantial lack of concern for whether financial injury would befall the Plaintiffs in their restaurant project, as were suffered by the Plaintiffs, which were the proximate of Plaintiffs' financial injuries arising there from.

PATRICK J. DEPAS' actions described above were also ultra vires from his job description with the **CITY OF TAYLOR** disclosed by **PATRICK J. DEPA** himself for the first time in his June 15, 2011, Affidavit.

The Plaintiffs were finally able to open their restaurant on April 2, 2009, approximately twenty-one [21] months or more, after the Plaintiffs in the person of Gerald I. Vaughn obtained the initial permit from the **CITY OF TAYLOR**.

PATRICK J. DEPA makes specific mention of Paragraph 72 of the Plaintiffs' Second Amended Complaint, which does speak of the **CITY OF**

TAYLOR'S actions, which were and are necessary to be stated in the scenario of occurrences, and Paragraph 76 thereof, which does in fact mention **PATRICK J. DEPA'S** actions, as do Paragraphs 78, and 79 thereof.

PATRICK J. DEPA claims the Plaintiffs did not set forth anything regarding the fact he owed a common law duty to the Plaintiffs, which is incorrect, since **PATRICK J. DEPA** breached said common law duty by perpetrating fraud upon the Plaintiffs, as set forth in Count II of the Plaintiffs' Second Amended Complaint. Further Count III of the Plaintiffs' Second Amended Complaint speaks clearly of the duty **PATRICK J. DEPA** owed to the Plaintiffs.

Contra - Statement in Regard to PATRICK J. DEPA'S Standard of Review

This Court previously heard a Motion for Summary Disposition brought by all of the Defendants originally named as Defendants herein, and granted a Summary Disposition for all of the named Defendants excepting **PATRICK J. DEPA**. Nothing has changed, since this Court's previous granting of said Judgment Dispositions, which were brought pursuant to MCR 2.116(C)(7), MCR 2.116(C)(8), and MCR 2.116(C)(10) by the Defendants herein represented by the same Attorneys of Record.

Contra - Argument

It is agreed the Legal Standard regarding Summary Disposition under MCR 2.116(C)(7) allows a party to support a motion brought there under by affidavits, depositions, admissions and other documentary evidence providing the same would be admissible with the contents of the 'Complaint' being

accepted as true unless contradicted by submission by the movant. The only new item submitted by the movant in this matter is the 'Affidavit of Patrick J. Depa' dated June 15, 2011, which is not the type of evidence that can be considered to specifically contradict the allegations in the 'Second Amended Complaint', and at best can only be only considered as self-serving at best. Said Affidavit is countered by the 'Affidavit' of Gerald I. Vaughn submitted herewith. ***(Patterson v. Kleiman, 447 Mich 429, 434 n. 6; 526 NW2d 879 [1994].).***

It is agreed the Legal Standard regarding a Motion for Summary Disposition under MCR 2.116(C)(8) is that well pleaded factual allegations are accepted as true and construed in the light must favorable to the non-moving party. This Motion was previously brought by the Defendants herein, heard by this Court, and Summary Disposition was not granted to **PATRICK J. DEPA**, as had been requested. It cannot be said that the Plaintiff's claims against **PATRICK J. DEPA** set forth in the 'Second Amended Complaint' are so clearly unenforceable as a matter of law that no factual development could possibly justify recovery. ***(Wade v. Dep't of Corrections, 439 Mich 158, 162; 483 NW2d 26 [1992]).***

It is agreed the Legal Standard regarding a Motion for Summary Disposition under MCR 2.116(C)(10) is a test as to the legal sufficiency of the 'Second Amended Complaint' is this action in evaluating the Motion for Summary Disposition with the Trial Court considering the affidavits, etc., submitted by the parties in a light most favorable to the party opposing the Motion. Only where the proffered evidence fails to establish a genuine issue regarding any material fact

is the moving party entitled to judgment as a matter of law. ***(Quinto v. Cross & Peters Co., 451 Mich 358; 547 NW2d 314 [1996].).***

Conclusion and Relief Requested

WHEREFORE the Plaintiffs herein respectfully request the Renewed Motion for Summary Disposition brought on behalf of **PATRICK J. DEPA**, the remaining Defendant, be denied for the reason it does not offer anything new, or different from the Defendants' first Motion for Summary Disposition, which resulted in a denial of the requested Summary Disposition requested by **PATRICK J. DEPA.** This Renewed Motion for Summary Disposition must not conclude in a manner different than this Court denying the relief requested.

Dated: August 4, 2011.

/s/ JAMES D. WINES
JAMES D. WINES (P22436)
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing 'Answer' upon all Counsels of Record herein via the internet at their respective internet addresses on this 4th day of August, 2011.

Dated: April 4, 2011.

/s/ JAMES D. WINES
JAMES D. WINES (P22436)
Attorney for Plaintiffs.