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**ENDORSED  
FILED**  
Superior Court of California  
County of San Francisco  
JUN 1 2 2012  
**CLERK OF THE COURT**  
BY: BOSSALY DE LA VEGA  
Deputy Clerk

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SAN FRANCISCO  
10 UNLIMITED JURISDICTION

11 HENRY BUNSOW,  
12 Plaintiff,  
13 v.

14 STEVEN H. DAVIS, an individual;  
JEFFREY L. KESSLER, an individual;  
15 JOEL I. SANDERS, an individual;  
STEPHEN DICARMINE, an individual;  
16 JAMES R. WOODS, an individual; and  
DOES 1 through 200, inclusive,  
17 Defendants.

Case No. **CGC-12-521540**  
**COMPLAINT FOR DAMAGES:**  
• FRAUD AND DECEIT  
• NEGLIGENT MISREPRESENTATION  
• BREACH OF FIDUCIARY DUTIES  
• CONVERSION  
• UNJUST ENRICHMENT/RESTITUTION  
• INTERFERENCE WITH ECONOMIC  
ADVANTAGE AND PROSPECTIVE  
ECONOMIC ADVANTAGE  
• UNFAIR COMPETITION (BUS. & PROF.  
CODE § 17200 *et seq.*)

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20 Plaintiff HENRY BUNSOW complains and alleges as follows:

21 **PARTIES**

- 22 1. Plaintiff HENRY BUNSOW (Plaintiff), an attorney, is an adult individual  
23 residing in California and practicing law in and around San Francisco, California.  
24 2. Defendant STEVEN H. DAVIS (Davis) is an individual and at all times herein  
25 mentioned was the Chairman and member of the Office of the Chairman of Dewey & LeBoeuf  
26 LLP. Davis visited California and in particular San Francisco regularly to conduct business. In  
27 furtherance of the illegal acts alleged herein, Davis instigated and held meetings with Plaintiff in  
28 ///

1 San Francisco, California; made telephone calls and sent mail and emails to San Francisco,  
2 California; and received telephone calls, mail and emails from San Francisco, California.

3 3. Defendant JEFFREY L. KESSLER (Kessler) is an individual and at all times  
4 herein mentioned was the Global Litigation Chair, member of the Office of the Chairman and a  
5 member of the Executive Committee of Dewey & LeBoeuf LLP. Kessler visited California and  
6 in particular San Francisco regularly to conduct business. In furtherance of the illegal acts  
7 alleged herein, Kessler instigated and held meetings with Plaintiff in San Francisco; made  
8 telephone calls and sent emails to San Francisco; and received telephone calls and emails from  
9 San Francisco, California.

10 4. Defendant JOEL I. SANDERS (Sanders) is an individual and at all times herein  
11 mentioned was the Chief Financial Officer of Dewey & LeBoeuf LLP. Sanders visited  
12 California and in particular San Francisco regularly to conduct business. In furtherance of the  
13 illegal acts alleged herein, Sanders instigated and held meetings in San Francisco; made  
14 telephone calls and sent emails to San Francisco; and received telephone calls and emails from  
15 San Francisco, California.

16 5. Defendant STEPHEN DICARMINE (DiCarmine) is an individual and at all times  
17 herein mentioned was the Chief Operations Officer of Dewey & LeBoeuf LLP. DiCarmine  
18 regularly visits California and San Francisco to conduct business. In furtherance of the illegal  
19 acts alleged herein, DiCarmine instigated and held meetings with Plaintiff in San Francisco;  
20 made telephone calls and sent emails to San Francisco; and received telephone calls and emails  
21 from San Francisco, California.

22 6. Defendant JAMES R. WOODS (Woods) is an individual and at all times herein  
23 mentioned was a partner and member of the Executive Committee of Dewey & LeBoeuf LLP.  
24 Woods resides in Redwood City, California and practices law in San Francisco and Palo Alto,  
25 California. In furtherance of the illegal acts alleged herein, Woods instigated and held meetings  
26 with Plaintiff in San Francisco and Palo Alto; made telephone calls and sent emails to San  
27 Francisco; and received telephone calls and emails from San Francisco, California.

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1 pay compensation in subsequent years and awarded bonuses to partners that greatly exceeded the  
2 profits of Dewey during those years.

3 13. During 2008 and continuing to the present, Davis, Kessler, Sanders, DiCarmine,  
4 Woods, and Does 1 through 200 concocted and participated in a scheme and conspiracy intended  
5 to misrepresent the financial performance of Dewey. In particular, Davis, Kessler, Sanders,  
6 DiCarmine, Woods, and Does 1 through 200 conspired to publicly and privately misrepresent the  
7 financial performance, history and stability of Dewey in order to attract successful partners from  
8 other law firms to join Dewey.

9 14. Beginning as early as 2009 and continuing to the present, Davis, Kessler, Sanders,  
10 DiCarmine, Woods, and Does 1 through 200 formulated false and misleading financial  
11 performance reports and provided them to the publications that report on law firm performance,  
12 including, in particular, the American Lawyer. At that time, Davis, Kessler, Sanders,  
13 DiCarmine, Woods, and Does 1 through 200 knew that the American Lawyer rankings and, in  
14 particular, the Am Law 100 published financial information, was typically the first and most  
15 important information relied upon by potential lateral partners in making decisions about joining  
16 other firms. Defendants and each of them confirmed the accuracy of the Am Law financial  
17 information in recruiting lateral partners, including Plaintiff, to join Dewey and Plaintiff relied  
18 on these representations.

19 15. In furtherance of the illegal acts alleged herein, Davis, Kessler, Sanders,  
20 DiCarmine, Woods, and Does 1 through 200 also conspired to misrepresent Dewey's financial  
21 performance, including providing false figures on gross revenues, firm expenses and profits per  
22 equity partner, among others. This illegal practice and conspiracy began at least as early as 2009  
23 and continued through 2012. For example, Defendants and Does 1 through 200 reported to the  
24 American Lawyer for public dissemination that gross revenues for the firm during 2010 were  
25 \$910 million and profits per equity partner exceeded \$1.7 million. Similarly, for 2011,  
26 Defendants reported grossly inflated financial performance figures to Am Law 100 in an effort to  
27 continue the fraudulent acts perpetrated on Plaintiff. Defendants reported gross revenues of \$935  
28 million; profits of \$335 million; and profits per equity partner of over \$1.7 million.

1           16.     In truth and in fact, for 2011, gross revenues were only \$781.5 million—over  
2 \$153 million less than was reported; profits were only \$252.5 million—over \$88 million less  
3 than was reported; and profits per equity partner were less than \$1.0 million—over \$700,000 less  
4 than was reported. Similarly false figures were provided by Defendants for years 2009 and 2010.

5           17.     In about October of 2010, Plaintiff was contacted by a legal recruiter and asked to  
6 consider joining Dewey. The first thing Plaintiff did in order to learn about the Firm was to  
7 review the figures published in the Am Law 100 report relating to financial performance.  
8 Plaintiff did not know that those figures were false and had been formulated by defendants and  
9 Does 1 through 200 for the purpose of enticing potential partners, including Plaintiff, to join  
10 Dewey.

11           18.     Between October 2010 and January 18, 2011, Plaintiff had a series of meetings  
12 and in-depth telephone conversations with each of Davis, Kessler, Sanders, DiCarmine, Woods,  
13 and Does 1 through 200, during which the Firm's then-current and past financial history was  
14 discussed in detail.

15           19.     In particular, Plaintiff had meetings with Kessler and Davis in San Francisco,  
16 California as well as several telephone conversations and email exchanges. Meetings with Davis  
17 included a dinner meeting in San Francisco in December 2010, during which Davis told Plaintiff  
18 that the Firm was doing very well financially and that he expected the Firm's profits per equity  
19 partner to approach \$2.0 million for 2011. Among other critical facts, Davis did not disclose and  
20 intentionally withheld from Plaintiff that the published numbers in the Am Law 100 survey were  
21 false; that the Firm was indebted in an amount exceeding \$300 million dollars as a result of  
22 promises of compensation and bonuses awarded to select partners in prior years; and that he and  
23 the other Defendants were running a Ponzi scheme in order to enrich themselves and select  
24 partners of the Firm. In fact, said Defendants specifically confirmed that the Am Law financial  
25 information reported as to the Firm was accurate.

26           20.     In addition, Plaintiff had a telephone conversation with Defendant Sanders in  
27 which Plaintiff asked directly if the Firm "had any substantial debts or financial obligations."  
28 Sanders disclosed that the Firm had a "private financing" arrangement at "very favorable"

1 interest rates that would not affect the financial performance of the Firm but that the Firm did not  
2 have any other financial debts or obligations. In truth and in fact, at the time Sanders made those  
3 false representations, Sanders knew that the Firm was indebted to select partners for deferred  
4 compensation and unpaid bonuses in an amount exceeding \$300 million and that the Firm's  
5 financial viability was in serious doubt.

6 21. In addition, Plaintiff had several conversations with DiCarmine, Woods, and Does  
7 1 through 200, in which Plaintiff was consistently assured of the strong historical and current  
8 financial condition of the Firm even though they knew that those representations were false and  
9 were being relied upon by Plaintiff.

10 22. In fact, Defendants and each of them consistently represented to Plaintiff that the  
11 Firm had made budget in prior years and was on track to meet or exceed its financial budget in  
12 2011. In truth and in fact, as Plaintiff first learned in March of 2012, the Firm had failed to meet  
13 budget in every year following the merger in 2007 and did not meet budget in 2011.

14 23. During the aforementioned negotiations, Plaintiff was offered guaranteed annual  
15 income of \$5,000,000.00 per year for 2011 and 2012 if he joined the Firm. In fact, Defendants  
16 knew that they would be unable to keep that promised guarantee in view of the huge debt of  
17 guaranteed income then owed prior partners. Plaintiff knew nothing about that outstanding debt,  
18 as that information had been kept from him, and so accepted Defendant's offer and became a  
19 member of the Firm.

20 24. Upon becoming a partner of Dewey on January 18, 2011, Plaintiff was told that  
21 he would have to make a capital contribution to the operating capital of the Firm in the amount  
22 of \$1.8 million. The contribution was to be made by withholding 36% of "special distributions"  
23 made to Plaintiff during the course of the year.

24 25. Knowing that Plaintiff was not going to receive the amount of income promised  
25 during 2011, thereby rendering Plaintiff unable to earn the income necessary to fund the capital  
26 to be paid to Dewey out of special distributions during the year, Davis, Kessler, Sanders,  
27 DiCarmine and Does 1 through 200 came up with a scheme to get Plaintiff and other lateral  
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1 partners to advance their payments of capital knowing full well that such capital would never be  
2 repaid.

3 26. On information and belief, Plaintiff alleges that, since at least 2007, Defendants  
4 have engaged in a conspiracy and scheme to deprive partners of their capital investment in  
5 Dewey. To accomplish that goal, Dewey required that the full amount of capital, equivalent to  
6 36% of each partners' estimated annual income, be deposited in Dewey's capital account by no  
7 later than December 31 of the year the partner joined the firm. Defendants promised through the  
8 Firm's Partnership Agreements to return said capital investments to departing partners, in three  
9 equal installments, beginning on December 31 of the year of their departure, and continuing on  
10 December 31 of the next two successive years. In fact, Defendants never intended to return the  
11 departing partners' capital investments, but rather intended to selectively distribute said capital  
12 investments to themselves and others, thereby denying the return of capital to most of the  
13 departing partners. In this way, Defendants used partner capital investments as a form of revenue  
14 to enrich themselves and to hide the dire condition of the Firm from the public and from  
15 Plaintiff.

16 27. On information and belief, Plaintiff alleges that, one exception to the illegal  
17 scheme described above is that Davis, upon being ousted as Chairman of the Firm, withdrew his  
18 capital funds from the Firm and took those funds personally to the disadvantage of the Firm and  
19 his fellow partners.

20 28. As for Plaintiff's capital contribution, to entice Plaintiff to make that contribution  
21 as early after joining the Firm as possible, Plaintiff was told by Sanders that he could borrow the  
22 amount necessary to fund his capital account from Citibank and that the Firm would pay interest  
23 on the loan for three years.

24 29. At the time Sanders made this proposal, Davis, Kessler, Sanders, DiCarmine and  
25 Does 1 through 200 knew that Dewey was in trouble financially and that Plaintiff would lose the  
26 money that they were inducing him to borrow. Moreover, Defendants knew that money secured  
27 from Plaintiff under this guise would be used to pay themselves and other select partners rather  
28 than being used to run the Firm as an ongoing business.

1           30.     On or about January 27, 2012, Davis called a partnership meeting to review  
2 financial performance for 2011. There, he reported that Dewey had earned only \$280 million  
3 profit on revenues of about \$780 million, rather than the \$340 million profit on \$980 million  
4 revenues reported to Am Law. For the first time, in that meeting, he disclosed that \$140 million,  
5 or about 50% of the 2011 profits, had been used to pay debts owed to partners for prior years.

6           31.     On or about April 16, 2012, the Office of the Chairman called a partnership  
7 meeting. At this meeting it was reported that the accounting firm of Price Waterhouse Coopers  
8 had been hired to review compensation distributions made by the Firm during 2011 and 2012.  
9 During this meeting, the representative of PWC reported that the Firm had not been making  
10 distributions in accordance with the PSA for many years and certainly not in 2011. It was further  
11 reported that 83% of firm profits had been used by Defendants for fraudulent and improper  
12 payments to themselves and other privileged partners, leaving Plaintiff and the remaining  
13 partners without a source of profit for distributions to them.

14           32.     Due to the large indebtedness owed to partners by way of deferred compensation  
15 and bonuses awarded in prior years, as of October 2010, the Firm was too severely in debt to be  
16 a viable ongoing business. As a result Dewey was in danger of bankruptcy prior to January  
17 2011, which was also concealed from Plaintiff at the time he was hired. And, should Dewey go  
18 bankrupt, Plaintiff may be personally exposed to Dewey's debt.

19           33.     At the time these material representations and promises of compensation were  
20 made to Plaintiff, Defendants had no intention of performing. The promises were made with the  
21 intent to induce Plaintiff to incur \$1.8 million dollars in personal debt with no security in the  
22 form of a viable capital account. Further, in view of Dewey's financial condition, when Plaintiff  
23 became a partner, he would immediately become personally exposed to potential responsibility  
24 for the Firm's debt.

25           34.     Plaintiff, at the time these promises and representations were made, was ignorant  
26 of Defendants' secret intention not to perform. Plaintiff could not, in the exercise of reasonable  
27 diligence, have discovered Defendants' secret intention. In reliance on the promises of  
28 Defendants, Plaintiff joined Dewey and made his capital contribution by incurring personal debt.



1 As of January 1, 2012, the capital account of Dewey had a negative balance in excess of \$40  
2 million. As a result, Plaintiff's capital account was lost. However, Plaintiff remains obligated to  
3 repay a loan from Citibank for his \$1.8 million. If Plaintiff had been aware of the existence of the  
4 facts not disclosed by Defendants, Plaintiff would not have joined the Firm as a partner, and  
5 would not have made the capital contributions.

6 35. The misrepresentations and concealment referenced above generally occurred  
7 before (1) Plaintiff joined the Firm, (2) signed the partnership agreement (PSA), or (3) both.

8 36. Subsequent to joining Dewey, Plaintiff has learned that the Firm was not  
9 financially viable as an ongoing business entity in that the Firm has been unable to pay the  
10 majority of its partners their budgeted compensation for 2011 and has been unable to pay  
11 suppliers and others amounts due. Plaintiff is among the partners owed compensation for 2011  
12 and 2012.

13 37. As a proximate result of Defendants' fraud and deceit, Plaintiff suffered damages  
14 in that he has contributed \$1.8 million to Dewey's capital account and has not been paid  
15 guaranteed compensation in the amount of approximately \$3.6 million for 2011 and \$1.65  
16 million for 2012.

17 38. Plaintiff also lost additional profits, bonuses, and non-monetary benefits in the  
18 amount of not less than \$500,000 that would have been earned and accrued but for Defendants'  
19 breach.

20 39. Defendants' acts as alleged herein were done fraudulently with a conscious  
21 disregard for their fiduciary and common-law duties to Plaintiff, and with a conscious disregard  
22 for the severe consequences those acts would have upon Plaintiff and others such that punitive  
23 and exemplary damages should be awarded against Defendants and each of them.

24 WHEREFORE, Plaintiff prays judgment as set forth below.

25 **SECOND CAUSE OF ACTION FOR**  
26 **NEGLIGENT MISREPRESENTATION**

27 40. Plaintiff hereby incorporates each of the foregoing paragraphs to the same extent  
28 as though fully set forth herein.

1           41.    To the extent that Defendants did not make the above representations  
2 intentionally, Defendants, and each of them, made representations regarding the financial  
3 viability of Dewey and concealed information related thereto with no reasonable ground for  
4 believing that the representations were true. Defendants, and each of them, made these  
5 representations with the intent to induce Plaintiff to take the actions herein alleged.

6           42.    Plaintiff reasonably relied on these representations and incurred damages as a  
7 result thereof.

8           WHEREFORE, Plaintiff seeks recovery as set forth below.

9   **THIRD CAUSE OF ACTION FOR**  
10   **BREACH OF FIDUCIARY DUTIES**

11           43.    Plaintiff hereby incorporates each of the foregoing paragraphs to the same extent  
12 as though fully set forth herein.

13           44.    By virtue of Davis', Kessler's, Sanders', DiCarmine's, and Woods' roles as  
14 managing partners, members of the Executive Committee, and decision-makers in Dewey, these  
15 Defendants owed Plaintiff fiduciary duties of loyalty, disclosure, and care. Further, they had an  
16 obligation to conduct business with their partners in good faith and with fair dealing. Plaintiff  
17 had confidence in Defendants' integrity, which caused Plaintiff to trust Defendants'  
18 representations as true and caused Plaintiff to rely thereon.

19           45.    By intentionally or negligently misrepresenting and concealing material facts,  
20 Defendants have breached the fiduciary duty owed to Plaintiff.

21           46.    As a proximate result of Defendants' breach of the duties of care, disclosure, and  
22 loyalty to Plaintiff, Plaintiff incurred damages as more fully set forth herein.

23           47.    Defendants' acts as alleged herein were done fraudulently with a conscious  
24 disregard for their fiduciary and common-law duties to Plaintiff, and with a conscious disregard  
25 for the severe consequences those acts would have upon Plaintiff and others such that punitive  
26 and exemplary damages should be awarded against Defendants and each of them.

27           WHEREFORE, Plaintiff seeks recovery as set forth below.

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**FOURTH CAUSE OF ACTION FOR  
CONVERSION**

48. Plaintiff hereby incorporated each of the forgoing paragraphs as though fully set forth herein.

49. Plaintiff contributed specific identifiable amounts to Dewey's capital account in the amount of \$1.8M and was "guaranteed" annual income of \$5.0M and had the right to the ownership of said property in the event of his departure from the Firm. Plaintiff has now departed from the Firm and Defendants and each of them willfully interfered with Plaintiff's entitlement to a return of that capital investment and payment of guaranteed income, thereby unlawfully and unjustifiably converting said sum to their own use through their unlawful misconduct.

WHEREFORE, Plaintiff seeks judgment as more fully set forth herein.

**FIFTH CAUSE OF ACTION FOR  
UNJUST ENRICHMENT/RESTITUTION**

50. Plaintiff hereby incorporates each of the foregoing paragraphs to the same extent as though fully set forth herein.

51. As a result of Defendants' misrepresentations and suppression of material facts, Defendants and each of them were unjustly enriched by some proportion of Plaintiff's capital contributions and unpaid, guaranteed distributions.

WHEREFORE, Plaintiff seeks recovery as set forth below.

**SIXTH CAUSE OF ACTION FOR  
INTENTIONAL INTERFERENCE WITH ECONOMIC ADVANTAGE AND  
PROSPECTIVE ECONOMIC ADVANTAGE**

52. Plaintiff hereby incorporates each of the foregoing paragraphs to the same extent as though fully set forth herein.

53. Up to and during the time that Plaintiff joined Dewey, he customarily provided legal services to a number of clients pursuant to retainer agreements and on the strength of his reputation as a superior litigator.

1           54. Defendants knew about Plaintiff's client relationships and the ongoing economic  
2 benefit to Plaintiff from those relationships.

3           55. Defendants also knew that Plaintiff's reputation as a superior litigator would  
4 continue to attract new clients.

5           56. Defendants knew that Dewey was not financially viable and might fail on short  
6 notice which would require that Plaintiff find a new firm and move his existing cases to that firm  
7 on an expedited basis.

8           57. As a result, Plaintiff's relationships with current clients have suffered. Also, the  
9 quality and quantity of Plaintiff's prospective relationships has likely suffered.

10          58. Had Plaintiff not been induced to join Dewey and rather, had joined a solvent and  
11 viable law firm, he would not have suffered these interferences with his present and prospective  
12 business opportunities. As such, Defendants' actions are a proximate cause of the damages  
13 alleged herein.

14          59. Defendants' acts as alleged herein were done fraudulently with a conscious  
15 disregard for their fiduciary and common-law duties to Plaintiff, and with a conscious disregard  
16 for the severe consequences those acts would have upon Plaintiff and others such that punitive  
17 and exemplary damages should be awarded against Defendants and each of them.

18           WHEREFORE, Plaintiff seeks recovery as set forth herein.

19                                   **SEVENTH CAUSE OF ACTION FOR**  
20                                   **UNFAIR BUSINESS PRACTICES (B&P § 17200, et seq.)**

21          60. Plaintiff hereby incorporates each of the foregoing paragraphs to the same extent  
22 as though fully set forth herein.

23          61. In committing the aforementioned acts, Defendants violated Business &  
24 Professions Code §§ 17200, *et seq.*, by engaging in unlawful business acts and practices,  
25 including but not limited to grand theft, grand larceny, false pretenses, and embezzlement (Penal  
26 Code § 484, *et seq.*)

27          62. In committing the aforementioned acts, Defendants violated Business &  
28 Professions Code § 17200, *et seq.*, by engaging in unfair and fraudulent business acts and

1 practices. These acts constituted dishonest, deceptive, oppressive, unfair and destructive conduct  
2 in violation of Business & Professions Code § 17200, *et seq.*, and on account thereof, Plaintiff  
3 seeks restitution of money, debt relief, and an accounting of the Firm's financial affairs for the  
4 past five (5) years.

5 63. Defendants committed the acts herein alleged maliciously, fraudulently, and  
6 oppressively, with the wrongful intention of injuring Plaintiff, and acted with an improper and  
7 evil motive amounting to malice, and conscious disregard of Plaintiff's rights. Because the acts  
8 taken toward Plaintiff were carried out in a despicable, deliberate, cold, callous, and intentional  
9 manner, in order to injure Plaintiff, Plaintiff is entitled to recover punitive and exemplary  
10 damages from each Defendant, according to proof.

11 WHEREFORE, Plaintiff seeks recovery as set forth below.

12 **PRAYER FOR RELIEF**

- 13 1. For economic damages, including compensation for Plaintiff's assumption of  
14 unspecified firm debt, the assumption of personal debt, guaranteed partnership draw,  
15 guaranteed partnership distributions over draw, bonuses and tangible and intangible  
16 benefits, according to proof;
- 17 2. For general and non-economic damages, according to proof;
- 18 3. For reasonable attorneys' fees and costs of suit;
- 19 4. For punitive and exemplary damages, according to proof;
- 20 5. For an accounting of Dewey & LeBoeuf, LLP's financial affairs for the past five (5)  
21 years;
- 22 6. For equitable relief including retrieval of illegally distributed firm profits to  
23 Defendants and Does 1 through 200 to allow Plaintiff to recoup his capital outlay and  
24 receive past guaranteed income;
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- 7. For pre-judgment and post-judgment interest, as allowed by law;
- 8. For such other and further relief as this Court deems proper and just.

Dated: 6-11-12

LYNCH, GILARDI & GRUMMER, APC

By: 

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Arif Virji  
Bruce E. Weisenberg  
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