IN THE SUPREME COURT OF MISSISSIPPI

SHIRLEY BOLTON AND VICKIE NEAL

VS NO. 2010-CA-00379-SCT

POWE TIMBER COMPANY, ET. AL.

CERTIFICATE OF INTERESTED PARTIES

The undersigned Counsel of Record certifies that the following persons have an interest and outcome of this case. These representations are made in order for the Justices of the Supreme Court and Judges of the Court of Appeals to evaluate possible disqualification or recusal.

1. Shirley Bolton and Dr. Vickie Neal,
   Plaintiffs- Appellants

2. Walter G. Metcalfe, Jr., Esquire
   Joshua J. Metcalf, Esquire
   Forman Perry Watkins Krutz & Tardy
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   Jackson, MS 39201-4099

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A. INTRODUCTION

This case can be resolved by simply providing the Appellants and this Court a definitive answer about the nature of the settlement agreement between Joslyn and the Appellants and the other Plaintiffs in this case. The Appellee in their response provides that a binding agreement was made on January 18, 2007. The only document that purports to be an agreement is a document signed by Collen Clark. Collen Clark was an attorney who was not hired by the Plaintiffs in the underlying case which included the Appellants and who had no standing in the State of Mississippi to represent the Plaintiffs or Appellants, and therefore there can be no binding agreement. The Appellants have requested that this Court unseal the records from the Jasper County case in order to ascertain if a binding agreement did in fact exist. If a binding agreement does not exist that information should be provided to the court. If the January 18, 2007 settlement is not produced then there is no binding settlement. If there is in fact an agreement in place that document should be produced. This should be a dire concern for this Court. The Appellee refuses to produce this document. Why? Secondly, if there is in fact an agreement it would have been entered into by, Collen Clark, who did not represent the Plaintiffs/Appellants, and in fact was not licensed to represent anyone in the State of Mississippi.

The foundation of the Defendant's argument regarding the settlement was the January 18, 2007 settlement agreement and its assertions that Plaintiffs/Appellants appeal is frivolous. If this agreement does not exist, as a matter of well-founded law, this Court should conclude that there is no

binding agreement, and that any representations made to the Forrest and Jasper County Courts were fraudulent.

The Forrest County Court has stated in its Order of Dismissal of Plaintiffs/Appellants case, that when rendering its decision, the Jasper County records were not relevant because it did not utilize those records to dismiss the Plaintiffs'/Appellants case. However, the record in this matter is not consistent with the Court's order. It is beyond peradventure to suggest that the Forrest County Court did not rely on the Defendant's representation that an agreement had been entered. In fact it is quite to the contrary. The record most certainly affirmatively and conclusively reflects that the Forrest County Court did in fact base its decision solely upon the representations made by the Defendant. This was addressed in Appellants initial brief, so for the sake of brevity it will not be repeated here.

B. PROCEDURAL HISTORY

The Appellants are still in awe at how Judge Evans could sign an Agreed Order Establishing a Qualified Settlement Fund, Appoint a Special Master and Claim Administrator and Seal Confidential Settlement Agreement[1] without ascertaining if the Plaintiffs'/Appellants were in agreement. Moreover, behooving is an understatement in light of the fact the purported agreement apparently has not been presented to the Court. The Order[2] that appears as a part of the record from the proceedings that were held in Forrest County Court is attached as an Exhibit to Defendant's Joslyn Manufacturing Company's Response to Plaintiff's Motion for Injunction to Delay Disbursement of Settlement Proceed. The order is not dated and not "FILED" stamped by the Court

1 It should be noted that the Appellees did not at any time file a motion for summary judgment on the claims of the Appellant but threatened to do so if the Appellants did not sign the Release.

[2] (Transcipt. pp. 644-645)

of either Jasper or Forrest County Court. However in the alternative, the Plaintiff's Motion was filed on May 11, 2007 in the Forrest County Court and is appropriately dated and stamped "FILED".

The Appellants are characterized by the Appellees vexatious statements as disgruntled, but would be better characterized as parties to a lawsuit who were effectively denied their constitutional right of having their just day in court. Moreover, the Plaintiffs are individuals who have availed themselves of their fundamental constitutional rights; whereby their only purpose and sole mission is to continue to seek the truth about the agreement, that was purportedly entered into by an individual who did not have the privity of authority conferred upon him to act; especially to act on behalf of the Plaintiffs and enter into an agreement purportedly made on their behalf; albeit without their knowledge or consent.

The Court should also note that James Duke, Sr., did not enter an appearance on behalf of the Appellants or any member of the family. James Dukes, Sr., when present before the Court, stated that he was only there as an observer[3]. The record does not reflect that a motion to enter an appearance was filed by either party or that Brad Piggott was ever before the Court on behalf of the Appellants.

The Appellees state that they have taken the position that the January 18, 2007 agreement (which appears to be non-existent) was made upon representation of Dana Kirk and other attorneys who had represented the Appellant/Plaintiff's prior to the termination of their representation upon the discovery of fraud. The Appellants/Plaintiffs upon discovering what had occurred acted in a proper and timely manner, whereby they filed motions to alert the Court about the inability of the individuals who purported to have authority to represent them; whereby Plaintiffs also effectively

acted in a manner appropriate, whereby they timely and affirmatively repudiated the validity of the purported settlement. The Appellants/Plaintiffs words fell upon deaf ears, i.e. they were told that there was no option for trial; they would have to agree to be a part of the Qualified Settlement Fund or their case would be dismissed. However yet again, the validity of the purported agreement that served as the foundation for the establishment of the Qualified Settlement Fund, was not resolved.

There was a Motion for Summary Judgment noticed for hearing on October 19, 2007 but the Appellants were not made aware of this Notice for hearing until the very last minute.

The appellants were notified by another plaintiff that the underlying case had been settled. Furthermore, the action had been transferred to Forrest County and therefore, receipt of information from Jasper County was confusing to them. The appellants objected because they (1.) had no knowledge of any settlement reached in their toxic tort claims; (2.) there had been no consent, and/or authority given by the Appellants to Dana Kirk, or anyone else for that matter to settle their claims; (3.) no amount regarding settlement had ever been provided to them; and specifically, (4.) that their toxic tort claims had been severed and removed from the venue and jurisdiction of the Jasper County Circuit Court and transferred to the venue and jurisdiction of the Forrest County Circuit Court upon a motion made by the Defendants/Appellees who described venue in Jasper County for the Appellants claims "blatantly improper". Furthermore, the Appellants were completely aware of the fact they had no interest, nor was otherwise vested into any other form of civil litigation whatsoever in Jasper County. These points are essential because it relates to how more confusion was created by the form of notice that was provided to the Appellants.

The documents received from the Special Master by the Appellants provided that it was a

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3 Transcript, lines 13-22

notice of a settlement and notice that a fund had been established for it in Jasper County. The document contained a heading and other information describing a drug settlement fund. Additionally, the notice came in an envelope that referenced a drug settlement fund.[4]

The Appellants again, were well aware of the fact that they were not involved in, nor otherwise vested into any other litigation or any other drug litigation for that matter. The Appellants properly addressed their concerns with the Circuit Court of Forrest County, which was proper venue and proper jurisdiction; according to the Appellees who were aware that the Appellants claims had been transferred by Judge Evan's Order.

The Appellees, in their reply to the Plaintiffs'/Appellants brief, asserts that there are no obstacles to Appellants retrieving funds from the Court registry however, there has not been an order signed by any judge allowing the removal of the funds. "In seeking the disbursal of the Funds, Claimants do not waive any rights they may have with regard to their claims in the instant case and/or that certain case filed in the Circuit Court of Forrest County, Mississippi styled Susanna Barnes, et al v. Powe Timber Company, et al and bearing Cause Number CI-05-0046". The Motion for Disbursement (which is a part of the Jasper County file) that the Appellees included in their brief, details in the Motion for Disbursement that **"...the request was made to disburse funds without affecting any rights Appellants have in the underlying cases. Therefore, this Motion to Disburse did not operate as a waiver. Paragraph III, shows Appellants did not wish to receive the funds if it affected Appellants underlying rights and Appellants never received any funds, so there can be no waiver."** The Appellees representation provides yet another logical reason why the Court should allow a review of the Jasper County records.

[4] RE 8- Envelope from Letter re Diet Drug II QSF

III. SUMMARY OF THE ARGUMENT

The Defendant has erroneously asserted that the Plaintiffs are bound by the terms of an agreement that has never been produced. Notwithstanding the obvious fact that the Plaintiffs/Appellants have alleged that this case is fraudulent, and egregious acts of overreaching; it does not take the allegations of the Plaintiffs to show the same can be seen by looking at the following facts and factors: 1). Settling of the case utilizing an unlicensed attorney who had no legal authority to bind the appellants; 2). transferring the case back to Jasper County without notice to the Appellants, and in stark contradiction to long-established doctrine of priority jurisdiction; 3). failure of the Court to address the concerns of the Appellants regardless of their pro se posture; and, 4). the pressure and information provided to the Appellants to coerce them into signing the settlement releases.

It should be noted that the Forrest County Circuit Court was most certainly made aware of these issues, but appeared to make a conscious choice not to address them with the attorneys of record and/or the Appellants. This is unfortunate because if not addressed, this situation will undermine the judicial system because attorneys will come to believe that they can enter cases in the State of Mississippi without proper credentials and illegally represent the citizens without recourse. That is why it is essential that the laws of this state and the rules that govern the judiciary not be applied sparingly and conservatively. The rule of law in this state and our country is the foundation of our judiciary system which must be adhered to in order to provide equal protection under the law for all persons

IV. ARGUMENTS

This Court should take note that the record does not represent that at any time during the trial court proceedings, was this agreement, which has been heavily purported to be a binding agreement by the Defendant, was never presented to the Forrest County Trial Court or the Plaintiffs. It is similarly not known if the agreement was presented to the Jasper County Trial Court because the docket does not reflect that such an action occurred. The record does not reflect any agreement to return the case to the jurisdiction of Jasper County for administration of the funds and the Appellants were not made aware of any agreement to do so.

Outside of the completely ineffective and unenforceable Memorandum of Understanding the Court and the Plaintiffs have nothing to go on but the "word" of the attorneys. This in itself is unconscionable and without it any assertion of its existence is questionable. There is no excuse for Counsel or the Court to allow Collen Clark who had not entered an appearance on behalf of the Plaintiffs, was not a licensed attorney in the State of Mississippi and had not entered pro hac vice to negotiate and sign a contract on behalf of the Appellants or the Plaintiffs in this action. Also, it should be noted, that Trey Watkins submitted a letter per a subpoena that stated the MOU signed by Collen Clark, the only settlement for the underlying case was the MOU that was signed by Collen Clark.[5] However, Joshua Metcalf (Watkins Law Firm, Defendant's Attorney) stated that there was a January 18, 2007 settlement and presented this information to the Forest County Circuit Court in order to get the Appellants case dismissed. The Defendant's attorneys are not consistent in their identification of the settlement agreement.

[5] RE 6 – Memorandum of Understanding dated January 30, 2007

An Analysis of The Memorandum of Understanding applying Mississippi Law

In light of the fact the Defendant continues to assert that the Memorandum of Understanding serves as proof an agreement was reached; an analysis of this document must be performed by applying the appropriate legal standard as set forth under Mississippi law. When this analysis is performed, it will be abundantly clear that the Defendant has built its arguments on a very weak foundation. Moreover, it is indisputable that the Defendants arguments as a whole must fail as a matter of law.

The infamous Memorandum of Understanding is actually a letter dated January 30, 2007, sent to Collen Clark and Leighton Durham from Trey Watkins counsel for the Defendant. Although the Defendant continues to assert this letter serves as prima facie evidence that an agreement was reached, it falls far short. Moreover, notwithstanding the fact that Mr. Clark did not have the privity of authority conferred upon him to enter into any agreement that would bind the Plaintiffs; this particular instrument could not bind anyone anywhere. This document contradicts Appellees assersion that Appellants claims were settled by a January 18, 2007 settlement agreement.

Even if the MOU were specific enough to be enforced, Mississippi law requires even greater certainty and specificity to support an award of specific performance. Further, it is a matter of well-established law that even if this document is sufficiently clear and definite to make the branding of specific performance possible, the equitable remedy may still be inappropriate. The Mississippi Supreme Court has resoundingly held that specific performance will generally not be granted, if the agreement a party is seeking to enforce is found to be absent of the required language. *Roberts v. Spence*, 209 So.2d 623, 626 (Miss. 1968).

In the opening paragraph of the letter6 Mr. Watkins writes: "*This letter will confirm that Joslyn Manufacturing Company ("Joslyn") has agreed to settle for $11 million the claims pending against it in Jasper and Forest Counties, Mississippi, arising from alleged handling and use of treated wood chips from its wood treatment plant in Richton, Mississippi. This letter will serve as a preliminary demoralization of the agreement and* ***final terms are subject to further negotiations***. "

The key words that must be analyzed from Mr. Watkins letter I found in his statement *final terms are subject to further negotiation.* The use of these words provides evidence this agreement contained a satisfaction clause, however one cannot be certain exactly what was intended by making reference to exactly what final terms would be resolved, as a result of exactly what type of further negotiation. The Mississippi Supreme Court has defined satisfaction clause as: a provision that make a contract subject to a condition, the performance of which must be satisfactory to the purchaser, are called satisfaction clauses. *Milton R. Friedman & James Charles Smith, 1 Friedman Contracts and conveyances of Real Property* §1:2.1, apt 1-721-8 7th ed. 2005. See, *Sweet v. TCI*, 47 So.3d 89 (Miss. 2010). (citing *Bailey v. Estate of Kemp*, 955 So.2d 777, 786 (Miss. 2007). See also *Watkins v. Williamson,* 869 S.W. 2d 383, 384-85 (Tex Ct. App.)). Therefore, it is readily apparent the obligations of the Plaintiffs/Appellants are contingent upon the unknown an un-described further negotiations that was to produce the final terms.

Exactly what were the final terms Mr. Watkins was referring to? And what further negotiations would have produced those terms? These are open ended questions when no response to be had, much less a response that could be, and or would be provided by the Plaintiffs/Appellants. First, it remains uncertain what was intended by further negotiations. The document itself is so vague

it cannot be determined whether the language final terms are subject to further negotiations was intended to reference a particular act that had been complied with, or what was anticipated. Moreover, despite the fact that Mr. Clark did not have authority to enter into the agreement, the agreement is vague and uncertain on its final terms.

In order for a valid contract to exist the following requirements must be met: (1) two or more contracting parties; (2) consideration; (3) an agreement that is sufficiently definite; (4) parties with the legal capacity to make a contract; (5) mutual assent; (6) no legal prohibition precluding contract formation *Rotenberry v. Hooker*, 864 So.2d 266, 270 (Miss. 2003). The existence of a valid contract is a question of fact it is to be determined by a jury. *Hunt v. Coker*, 741 So.2d 1011, 1014 (Miss. Ct. App. 1999), citing, **75A Am. Jur.2d Trial** §791 (1991).

In applying the six terms set forth by the Supreme Court in *Rotenberry*, it is unambiguously clear there is no agreement that can be enforced by the Appellees against the Plaintiffs/Appellants. The record is abundantly clear that there was never a meeting of the minds, the agreement itself is nonexistent and therefore the Memorandum must be relied on which is grossly insufficient; and Collen Clark did not have legal authority to enter into an agreement on behalf of the Plaintiffs/Appellants. This factor resolves the sixth and final factor which is prohibition. In light of the fact that Mr. Clark was not a licensed attorney in the state of Mississippi, nor had he been admitted to practice upon make an application to the Court; he was in fact under legal prohibition to act.

To say that it was a mistake by the Appellees when it did not ascertain the capacity of his authority is an understatement. However it was not a mutual mistake between the parties; in fact the record is abundantly clear the Appellees continuously alerted through motions to the court and the

Appellees of Mr. Clark's inability to act. Thus, this was a unilateral mistake made by the Defendant, and proven to be so under application of the four-part test set forth by the Supreme Court.

First it must be shown that the mistake was of so fundamental a character that the minds of the parties have not, in fact met. Under the first prong the record speaks for itself. Second, there was no gross negligence on the part of the Appelles. Under the second prong the record again speaks for itself, reflecting the diligence of the Plaintiffs/Appellants in alerting the court and the Appellee. Third, no intervening rights have accrued. Again, the record speaks for itself and clearly shows that the Plaintiffs position is soundly supported. And fourth, the parties may still be placed in status quo. *Mississippi State Bldg. Comm'n v. Becknell, Const., Inc*. 329 So.2d 57, 60-61 (Miss. 1976). In light of the fact the Appellee has asserted that it relied in its belief that Clark had the authority to act is inconsequential to defeat rescission of the purported agreement. See *Rotenberry*, 864 So.2d at 270.

The Appellee is more than repetitious and its assertions that the Memorandum is evidence that an agreement was reached, but if this is true, why didn't the parties include all of the terms of the transaction in one document? A letter that is sketchy to particular and specific terms, does not in any way provide that whatever the additional conditions may be, whereby they would be produced through the described further negotiations were ever complied with. In fact, this is a question that is material to this issue that has continued to go unanswered.

The only document produced by January 30, 2007 letter by Watkins is vagueness, ambiguity and absolute uncertainty arising from the unresolved and indefinite final terms, that would purportedly be produced by further negotiations. It has long been the well-established rule that Mississippi courts will refuse to enforce the contract that is vague, indefinite and ambiguous. *Sta-Home Health Agency, Inc., v. Umphers*, 562 So.2d 1258, 1260-61 (Miss. 1990).

This gaping hole of unanswered questions leaves the Appellants and this Court with a significant amount of uncertainty regarding the promises and performances that were expected and/or anticipated to be performed. It is well-established that Mississippi law favors and determination that the terms of a contract are sufficiently definite, so as to carry out the reasonable intention of the parties. *Mississippi State Highway Com'n v. Patterson Enterprises Ltd.*, 627 So.2d at 263; *Hicks v. Bridges*, 580 So.2d 743, 746 (Miss. 1991).

Additionally, it must be remembered that the Plaintiffs/Appellants attacked the validity of the purported agreement based upon their lack of knowledge that their claims had been settled, lack of voluntariness and the disparity in bargaining powers. Therefore, the substance of the purported agreement was attacked. *Russell v. Performance Toyota, Inc.*, 826 So.2d 719, 725 (Miss. 2002).

These unresolved issues also leaves a gross amount of uncertainty as to whether or not such performances and/or promises were performed, whereby evidence of it can be reasonably ascertained with reasonable certainty as required under Mississippi law. If the agreement is not specific enough for the court to ascertain its terms, then the contract is not enforceable. In *Beck*, the court found that the agreement in that case, which purported to assure the continuing availability of automobile financing arrangement, was today an indefinite to be enforced. *Beck v. Goodwin*, 456 So.2d at 761(Miss. 1984).

In *Beck*, the Mississippi Supreme Court especially noted the fatal effect arising from uncertainties inherent in the contract. Also see, *Izard v. Jackson Prod. Corp.*, 188 Miss. 447, 195 So. 331, 333 (1940); holding that under Mississippi law, they, indefinite and uncertain agreements in which the promises and performances to be rendered by each party are not reasonably certain, are not enforceable as contracts. *First Money, Inc. v. Frisby*, 369 So.2d 746, 751 (Miss. 1979); see *also Bank*

of Shaw v. Posey, 573 So.2d 1355, 1358 (Miss. 1990). Also see, *Duke v. Whatley*, 580 So.2d 1267, 1274 (Miss. 1991) holding that, if any essential term is left unresolved, there is simply no contract and no obligation on the parties.

The issue of enforceability was raised by the Appellants in their Motion for an Injunction filed on March 29, 2007 (Rec. 0629). The Appellants asserted that the settlement had been entered into without their knowledge or consent. The issue was raised but not addressed by the Trial Court. Therefore, this issue should be remanded to the Trial Court for further consideration.

The Appellees provide that had the trial Court been made aware of issues of fraud or duress that they would have presented evidence that the Appellants were represented by legal counsel who negotiated on their behalf. There is no record on an entry of appearance on behalf of Attorney Piggott or Attorney Dukes and if the Appellees had properly read the transcript, they would note that Attorney Dukes at his one appearance before the Court asserted that he was there as an "observer". Attorney Piggott was never in the Court on behalf of the Appellants. Further, The Appellants, through expert reports, showed that they had suffered serious physical injuries from long-term exposure to dioxin and other chemicals directly associated with the wood chips purchased by their families from Joslyn's Richton facility. Contrary to the Appellees assertions, the Appellants' experts, consistent with the *Daubert* standard, established a causal link between Joslyn's PCP treated wood chips and the Appellants' diseases.

The Appellees, if they did not want the agreement to fail, had a duty to investigate the authority of Collen Clark to enter into an agreement with them. If they had done so, they would have realized that any agreement with Collen Clark would not be binding on the Appellants because he was not only not authorized to represent their interest but was not licensed in the State of

Mississippi. Collen Clark represented the Plaintiffs' interest in the July 30, 2007 hearing in the Forest County Circuit Court. The actions by Collen Clark are governed by M. R.C.P. 11. An "appearance by attorney" is defined as holding oneself out to be representing a client. "Appearance" is defined as "an act of an attorney in prosecuting an action on behalf of his client...document filed in court in which attorney sets forth fact that he is representing a party to the action." ***Black's Law Dictionary 712*** (6th ed.1990). A foreign attorney may further make an appearance in a Mississippi court by physically appearing at a docket call, a trial, a hearing, any proceeding in open court, at a deposition, at an arbitration or mediation proceeding, or any other proceeding in which the attorney announces that he or she represents a party to the lawsuit or is introduced to the court as a representative of the party to the lawsuit. These actions require that the foreign attorney be admitted pro hac vice and activate the prohibition of M.R.A.P. 46(b)(6)(ii). The penalty for failure to abide by the admission rules is that upon motion by any party any pleading or other papers from the foreign attorney not in compliance with Rule 46 shall be stricken. M.R.A.P. 46 (B)(11). (See *Lyle v. State*, 908 So.2d 189 (Miss. App., 2005); *Terrell v. Tschirn*, 656 So.2d 1150 (Miss., 1995); *Taylor v. General Motors Corp.*, 717 So.2d 747 (Miss., 1998)). Accordingly, the agreement by Collen Clark and the Appellees must be stricken. If that agreement fails, the foundation of the Appellees argument falls.

The releases are not valid because they were the result of fraud. The underlying agreement was fraudulent and the ground upon which they stand is fraught with instability. The Appellees admit that the Appellants were told that Summary Judgment hearings would be discontinued if the Appellants signed releases. The agreement utilized to setup the Qualified Settlement Fund was made by an attorney who did not have the authority to do so. If the agreement fails, the Appellees

material representation made that a valid, binding agreement had been made by the parties on January 18, 2007; all of the attorneys involved were aware that Collen Clark was not a Mississippi attorney and knew that the record did not show that he had been admitted pro hac vice; the Appellants were induced to act in reliance thereof and furthermore was told that there was no other options available to them in recovering for the damages that they suffered and continue to suffer; the Appellants suffered injury because they were not allowed to take their case to trial and their case was dismissed after they refused to partake of the Qualified Settlement Fund that was the created as a product of fraud. The Appellants have provided enough facts to make it obvious to this Court that the signing of the releases was procured by fraud and therefore they cannot stand.

CONCLUSION

This matter has not and will not be resolved until all settlement agreements that allegedly settled the appellants claims and that were utilized to setup the Qualified Settlement Fund and to appoint a Special Master and Seal Confidential Records are presented to this Court and the Appellants. If this Honorable Court finds that the actions against the Appellant was fraudulent and made under duress, the releases could not be found to be valid. The Appellants should be allowed their day in Court, as justice would have it.

The Appellants prays that this Court find that the agreement and the releases were obtained by fraud and therefore remand for adjudication of their so that the Appellants should rightfully have their day in Court. Further request sanctions against the Appellees for their fraudulent actions.

CERTIFICATE OF SERVICE

I, Earnestine Alexander, attorney for the Appellants, do hereby certify that this day I have served via United States Mail, postage prepaid, a true and correct copy of the above and foregoing pleading to the following:

Honorable Joshua Metcalfe
Honorable Walter G. Watkins, III
Forman Perry Watkins Krutx & Tardy, LLP
City Centre Building
200 S. Lamar Street, Suite 100
Jackson, MS 39201-4099

SO CERTIFIED, this the 6th day of May, 2011.

Earnestine Alexander
EARNESTINE ALEXANDER (MSB #102392)

CERTIFICATE OF SERVICE

I, Earnestine Alexander, attorney for the appellants, do hereby certify that this day I have served via United States Mail, postage prepaid, a true and correct copy of the above and foregoing pleading to the following:

Honorable Robert B. Helfrich
Forrest County Circuit Court
Post Office Box 309
Hattiesburg, MS 39403

Joshua J. Metcalf
Forman Perry Watkins Krutz & Tardy LLP
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200 s. Lamar Street, Suite 100
Jackson, MS 39201-4099

This the 11th day of May, 2011.

Earnestine Alexander
EARNESTINE ALEXANDER