

ORIGINAL

FILED
U.S. DISTRICT COURT
NORTHERN DIST. OF TX.
FT. WORTH DIVISION

10/11

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF TEXAS,
FORT WORTH DIVISION

2010 MAR 12 AM 11:19

CLERK OF COURT

GLUA, LLC	§
Plaintiff,	§
	§
v.	§
	§
WORLD EQUITY PARTNERS, INC.,	§
TOM THRESHER, RONALD L.	§
POORMAN, MARK NASWORTHY,	§
STEPHEN VINCELLI, BRYAN SMITH,	§
LAWHORN & ASSOCIATES, P.C., INC.,	§
and LOUIS P. LAWHORN	§
Defendants.	§

4-10 CV-172-Y
Civil Action No. _____

PLAINTIFF'S ORIGINAL COMPLAINT

A. Parties

1. Plaintiff, GLUA, LLC, is a corporation that is organized under the laws of the State of Texas.

2. Defendant, WORLD EQUITY PARTNERS, INC., a corporation that is incorporated under the laws of the State of Oklahoma, with its principal place of business in the State of Oklahoma. Defendant WORLD EQUITY PARTNERS, INC., may be served with process by serving its registered agent, Tom Thresher, at 1019 Waterwood Parkway, Suite D, Edmond, Oklahoma County, Oklahoma 73034.

3. Defendant, TOM THRESHER, an individual and a citizen of the State of Oklahoma, may be served with process at 211 North Robinson, Suite 1600, Two

Leadership Square, Oklahoma City, Oklahoma 73102.

4. Defendant, RONALD L. POORMAN, JR., an individual and a citizen of the State of Pennsylvania, may be served with process at 670 Bower Road, Linden, Pennsylvania 17744.

5. Defendant, MARK NASWORTHY, an individual and a citizen of the State of Oklahoma, may be served with process at 1019 Waterwood Parkway, Suite D, Edmond, Oklahoma 73034.

6. Defendant, STEPHEN VINCELLI, an individual and a citizen of the State of Florida, may be served with process at 16401 Gulf Boulevard, North Redington Beach, Florida 33708.

7. Defendant, BRYAN SMITH, an individual and a citizen of the State of Pennsylvania, may be served with process at 1849 Shumbat Lane, Williamsport, Pennsylvania 17701.

8. Defendant, LAWHORN & ASSOCIATES, P.C., INC. (hereinafter "Escrow Agent"), is a corporation that is incorporated under the laws of the State of Georgia. Escrow Agent has its principal place of business in the State of Georgia. Escrow Agent may be served with process by serving its registered agent, Louis P. Lawhorn, at 428 West Highland Ave., Monroe, Walton County, Georgia 30655.

9. Defendant, LOUIS P. LAWHORN, an individual and a citizen of the State of Georgia, may be served with process at 428 West Highland Avenue, Monroe, Walton

County, Georgia 30655.

B. Jurisdiction

10. The court has jurisdiction over the lawsuit under 28 U.S.C. §1332(a)(1) because the Plaintiff, Defendants and Escrow Agent are citizens of different states and the amount in controversy exceeds \$75,000, excluding interest and costs. Plaintiff is a Texas corporation with its principal place of business in Tarrant County, Texas. Defendant WORLD EQUITY PARTNERS, INC., is an Oklahoma corporation, with its principal place of business in Oklahoma County, Oklahoma. Escrow Agent is a Georgia corporation, with its principal place of business in Georgia. The individual Defendants are citizens of several states, none of which are residents of Texas. The amount in controversy exceeds one million dollars (\$1,000,000.00) of non re-funded monies, placed by Plaintiff into Defendant's escrow account, managed by Escrow Agent.

C. Venue

11. Venue is proper in this district under 28 U.S.C. §1391(a)(2) because a substantial part of the events giving rise to this claim occurred in this district. Defendants entered into a written agreement (hereinafter "the Agreement") with Plaintiff, a domiciliary of this district. Pursuant to the execution of the Agreement, Plaintiff wired three million dollars (\$3,000,000.00) (hereinafter "Asset") from its bank account in this district. Upon cancellation of the Agreement, Defendants commenced wiring installments back into Plaintiff's account within this district, to refund Plaintiff's Asset. Defendants later seized

said wired installments. These events were substantial in giving rise to this claim.

D. Facts

12. One March 21, 2008, Plaintiff, Defendants and Escrow Agent executed a written agreement. A copy of the Agreement is attached as Exhibit B. The contract provided that Plaintiff would deposit three million dollars (\$3,000,000.00) (hereinafter "Asset") into an escrow account, to be managed by Escrow Agent. Defendants would utilize Plaintiff's Asset for the purpose of creating a funding pool of monies in the amount of one hundred million dollars (\$100,000,000.00). The pool would be used for funding Plaintiff's projects approved by Defendants.

13. Pursuant to the Agreement executed between the parties, paragraph 6 section (A) states, "The parties hereto agree that in the event Client (reference to Plaintiff) terminates the transaction prior to placement of funds into management as outlined in the Private Placement Agreement for any reason, the Escrow Agent will refund the Asset minus the Gate Fee, if any, and Escrow Agent Fee."

14. Plaintiff appropriately requested cancellation of the Agreement pursuant to the terms of the Agreement as laid out in paragraph 6 section (A).

15. Defendants, however, have not performed their contractual obligations. Specifically, Defendants have not fully refunded Plaintiff's Asset, plus interest, as agreed upon in the parties subsequent executed Cancellation Agreement, pursuant to paragraph 6 section (A) of the Agreement, despite proper cancellation of the Agreement by Plaintiff.

16. Defendants nonperformance is a breach of the parties' Agreement, therefore, the Defendants are jointly and severally liable.

E. Damages

17. As a direct and proximate result of Defendants' breach, Plaintiff suffered the following damages:

- a. The amount of the non re-funded Asset Plaintiff is entitled to under the terms of the Agreement
- b. Reasonable expenses in reliance on Defendants' obligation of the Agreement
- c. Loss of profits

F. Attorney Fees

18. As a result of Defendants' breach, Plaintiff has retained attorney, Alex R. Tandy, and seeks reimbursement for it's reasonable attorney fees, as authorized by paragraph 13 of the Agreement.

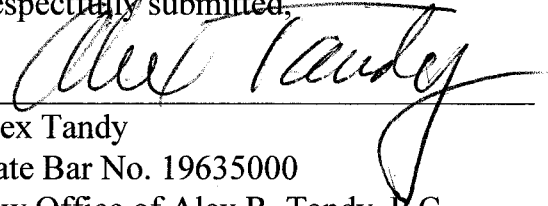
G. Prayer

19. For these reasons, Plaintiff asks judgment be granted against Defendants for the following:

- a. Remaining balance of non re-funded Asset, with agreed interest included therein.
- b. Lost profits

- c. Attorney fees
- d. Prejudgment and postjudgment interest
- e. Costs of suit.
- f. All other relief to which Plaintiff is entitled, at law or in equity.

Respectfully submitted,



Alex Tandy
State Bar No. 19635000
Law Office of Alex R. Tandy, P.C.
777 Lonesome Dove Trail, Suite A
Hurst, TX 76054
(817) 281-1600
(817) 485-7588 (fax)

Exhibit B**Escrow Agreement**

This Escrow Agreement, hereinafter referred to as the "Agreement" is jointly made and entered into on this 20th day of March 2008, by and between World Equity Partners, Inc., (an Oklahoma Corporation), hereinafter referred to as "WEP" and GLUA, LLC, hereinafter referred to as "Client;" and Lawhorn & Associates, P.C., a Georgia Professional Corporation, hereinafter referred to as "Escrow Agent."

RECITALS:

WHEREAS, WEP and/or its assigns, is collecting funds from various parties for future planned deployment and needs to accumulate a critical sum prior to deployment; and

WHEREAS, WEP requires that Client deposit funds, hereinafter referred to as "Asset" with a third party in advance of the deployment of said funds; and

WHEREAS, said Client Asset is described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, WEP, Client and Escrow Agent agree to utilize "Escrow Agent" for the deposit and safe keeping of Client's Asset pursuant to the terms of this Agreement and in accordance with the laws of the State of Georgia, prior to WEP and/or its assigns placing the Asset into a management program (said management program defined in separate document)

NOW, THEREFORE, in consideration of these, the parties hereto, hereby agree as follows:

1) **Escrow Instructions:** WEP shall issue Specific Escrow Instructions relative to the transaction between WEP and Client in accordance with the requirements outlined herein. Said instructions are to be issued in a format pursuant to the attached Exhibit "E" which is made a part hereof, and shall be signed by both WEP and Client and delivered to Escrow Agent by WEP.

2) **Establishment of Escrow Account:** Client shall deposit a total of \$4,500,000 (the "Asset") with Escrow Agent by wire transfer of funds to the following account:

Bank of America:
2020 West Spring Street
Monroe, Georgia 30655
ABA Number 026009593
Account No. 334013858923

For International Wires, Bank of America's Swift Code Number is "BOFAUS3N"

Re: [GLUA, LLC]

Client hereby instructs Escrow Agent to retain the Asset in an interest bearing account at Bank of America, N.A.

3) **Client Documents:** Client will complete the IRS form W-9 and return the same to Escrow Agent together with a copy of a form of picture identification, such as a driver's license or passport.

4) **Interest:** All interest earned on the Asset will be deemed part of the Client's Asset. For tax purposes, all accrued interest shall be deemed income earned by Client.

5) **Receipt of Asset:** Escrow Agent shall confirm receipt of Asset to both Client and WEP in writing (which may be by e-mail or fax).

6) **Disbursement of Asset:** The Escrow Agent shall hold and disburse the escrowed Asset in accordance with the terms and provisions of this Paragraph, as outlined below and pursuant to specific written Escrow Instructions as exemplified in Attached Exhibit "E":

(A) The first provision of disbursement out of the escrowed Asset from the Client, is to release to the Escrow Agent a fee of (\$5,000.00) immediately upon receipt of the Asset. The second provision of disbursement is to immediately release the gate fee, if any, as defined in the Private Placement Agreement. Said Gate Fee as described in attached Exhibit "A-4" is to be released and payable to WEP and/or its assigns upon receipt of the Asset. The third provision of disbursement is upon written request from WEP for the release of the balance of the original gross Asset to WEP and / or assigns for the acquisition of the Certificate of Deposit Assurance Instrument as provided in the Private Placement Agreement (separate document). The parties hereto agree that in the event Client terminates the transaction prior to placement of funds into management as outlined in the Private Placement Agreement (separate document) for any reason, the Escrow Agent will refund the (asset) escrow deposit minus the Gate Fee (if any) and Escrow Agent Fee.

7) **Separate Books and Records:** Escrow Agent will maintain separate books and records for all Asset independent of other deposits from other applicants and shall maintain such books and records in accordance with good accounting practices.

8) **General Obligations and Duties of Escrow Agent:** Escrow Agent shall maintain the accounts called for in this Agreement only in such a manner as to be under the direct supervision and control of Escrow Agent. Escrow Agent shall upon request, deliver statements to Client and WEP, which statements shall include: the Asset received from Client; the funds disbursed from Asset and to whom such funds were disbursed; and the remaining balance of Asset held in escrow.

9) **Liability of Escrow Agent:** In consideration of Escrow Agent acting as escrow

DATE: _____ Initials: _____, _____, _____, _____, _____ Page 2

agent hereunder, it is agreed that Escrow Agent is relieved from all liability for acting in accordance with the terms hereof. Escrow Agent shall not be responsible for the validity or sufficiency of any documents received by it and shall be entitled for all purposes to assume that the same have been signed by the persons whose signatures purport to be thereon and that any written certifications or instruments are true and accurate. Any and all notices to be made to Escrow Agent shall be in writing. Escrow Agent shall not be liable for any funds (Asset) lost during the time they are deposited in a federally insured account with a bank or other financial institution.

10) **Responsibilities of the Parties:** The Parties hereto each respectively agree that they shall, at all times, comply with all terms and provisions of all federal, state, and local regulations affecting the Asset and their respective responsibility to same as specified herein. Each Party hereto agrees to hold the other harmless from any liability which may occur as a result of a breach or violation by the other, of any of the terms or conditions of any rules, regulations or laws affecting the Asset.

11) **Conflicts in Escrow Instructions:** In the event Escrow Agent shall receive conflicting instructions or demands for the Asset from WEP and Client, Escrow Agent shall first, notify WEP and Client of said conflict(s). In the absence of a resolution of the conflicting instructions, within five (5) business days, Escrow Agent shall then immediately either:

- (a) submit the matter to arbitration as provided below; or
- (b) by interpleader or otherwise, seek an adjudication of the matter by a court of competent jurisdiction in the metropolitan Atlanta area.

12) **Dispute Resolution:** With the exception of injunctive relief or any matter involving money, which is within the limits of Small Claims Court, any and all disputes among the parties hereto arising out of this Agreement shall be decided by binding arbitration. Said arbitration shall be conducted in accordance with the applicable rules of the American Arbitration Association then in effect. Arbitration shall be conducted through the Atlanta, Ga. offices of the American Arbitration Association. Any and all decisions rendered through arbitration, as provided herein shall be binding and judgment on any award thereof may be entered in any court having appropriate jurisdiction thereto.

13) **Legal Costs:** In the event of any legal action brought about to enforce or remedy any disputes arising out of or due to this Agreement, the prevailing party shall, in addition to any other awards or actions, be entitled to full recovery of any and all reasonable attorney fees, as well as other reasonable related fees and / or costs.

14) **Modifications:** Any modifications of any kind or nature to this Agreement may

DATE: _____ Initials: _____, _____, _____, _____, _____, _____ Page 3

only be made in writing and will only become effective upon the signature of all parties hereto.

15) **Entire Agreement:** The terms and conditions outlined herein contain the entire agreement by and between the parties hereto as relates to the Escrow.

16) **Notices:** Any notices as provided or required herein shall be considered delivered when mailed by United States Postal Service, and sender receives return confirmation receipt of appropriate delivery, or when faxed and sender receives a printed confirmation send receipt. Notices shall be sent as follows:

"WEP"

World Equity Partners, Inc
1019 Waterwood Parkway, Suite D
Edmond, OK 73034
PH: (405) 216-3716, FAX (405) 848-6128

"Client"

GLUA, LLC
817 Daggett
Fort Worth, TX 16104
PH: 817-336-7077 FAX: 817-336-7776

"Lawhorn & Associates"

Lawhorn & Associates, P.C., Inc.
428 West Highland Ave
Monroe GA, 30655
Telephone: 770-207-1234
Fax: 770-207-1233

17) **Term of Agreement:** This Agreement shall remain in effect unless and until it is cancelled in

DATE: _____ Initials: _____, _____, _____, _____, _____ Page 4

any of the following manners:

(a) Upon written notice of termination from Client and WEP, signed by both respective parties delivered to Escrow Agent. In such event, the termination shall take effect no later than thirty (30) days after notice to Escrow Agent of said termination; or

(b) Escrow Agent may resign as Escrow Agent at any time upon giving notice to both Client and WEP of its desire to do so; provided, however, that any such resignation by Escrow Agent shall take effect not sooner than thirty (30) days after the giving of such notice of resignation unless a new escrow agent has been sooner designated by Client and WEP and the Asset has been delivered to such new escrow agent. (In the event to resignation by Escrow Agent, same shall not be entitled to retain any fees as provided herein.); or

(c) This Agreement is replaced with a substitute escrow agreement signed by all the parties hereto, at which point this Agreement shall be null and void and of no further force or effect; or

(d) The transaction is completed in accordance with the Private Placement Agreement (separate document).

18) **Escrow Agent Compensation:** Client agrees to pay Escrow Agent a fee of Five Thousand and No/100 Dollars (\$5,000.00) for Escrow Agent's services hereunder, together with any out-of pocket expenses incurred by Escrow Agent. The escrow fee of the Escrow Agent, together with all bank charges, wire transfer fees and similar charges, shall be deducted from the funds by Escrow Agent at its discretion, as provided herein.

19) **Governing Law:** This Agreement shall be governed by Laws of the State of Georgia. This Agreement shall be deemed to be in compliance with all applicable Federal, State and Local Laws and regulations. The invalidity, illegality, or unenforceability of any term, condition or covenant of this Agreement shall not effect the validity of the remainder of the Agreement, which shall be valid and enforceable.

20) **Counterpart Execution; Facsimile Signatures:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which

DATE: _____ Initials: _____, _____, _____, _____, _____, _____ . Page 5

together shall constitute one and the same instrument. The execution and delivery by facsimile of the signature of an officer of a party to this Agreement shall constitute due execution and delivery by that party and shall bind that party to the terms and conditions contained herein.

21) **Modifications:** Any modifications of any kind or nature to this Agreement may only be made in writing and will only become effective upon the signature of all parties hereto.

22) **Assignment:** It is specifically provided herein that WEP's rights and obligations hereunder this Agreement may be assigned by WEP to a third party(ies) but only for the purposes of facilitating the management of Client's Asset and only for the specific contemplated financial transaction(s) stipulated herein.

EXECUTION:

This Agreement is executed by the undersigned parties hereto on the date first inserted above:

"Client"

(Signature)

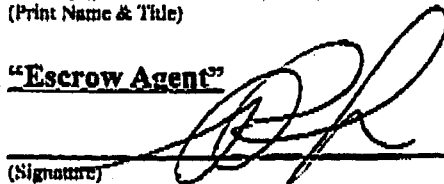
(Print Name & Title, if applicable)

"WEP"



Ronald L. Poorman, Jr. Vice President
(Print Name & Title)

"Escrow Agent"



(Signature)

Lewis P. Lantieri, Escrow Agent
(Print Name & Title) *Pres. and, Controller of ASSOCIATE F.C.*

DATE: _____ Initials: _____, _____, _____, _____, _____, _____ Page 6

JS' 44 (TXND Rev. 2/10)

CIVIL COVER SHEET

This is a civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

RECEIVED
U.S. DISTRICT COURT
NORTHERN DIST. OF TEXAS
NORTH DIVISION
2010 MAR 12 AM 11:19
CLERK OF COURT

I. (a) PLAINTIFFS
GLUA, LLC

(b) County of Residence of First Listed Plaintiff Tarrant
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
The Law Office of Alex R. Tandy, Alex R. Tandy, 777 Lonesome Dove Trail, Suite A, Hurst, TX 76054, 817-281-1600

DEFENDANTS
WORLD EQUITY PARTNERS, INC., et al

County of Residence of First Listed Defendant Oklahoma
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)
4-10 CV-172-Y

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

(For Diversity Cases Only)

Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332(a)(1)

Brief description of cause:
The amount in controversy exceeds \$75,000, and the parties are citizens of different States

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 1,065,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) (See instructions)

PENDING OR CLOSED: _____

JUDGE _____ DOCKET NUMBER _____

DATE March 11, 2010

SIGNATURE OF ATTORNEY OF RECORD Alex Tandy

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS**

Civil Filing Notice - Fort Worth Division

CIVIL ACTION NO: <u> 4-10 CV-172-Y </u>
This case has been assigned to District Judge: _____
(Complete if applicable) TRANSFERRED FROM: _____ DATE FILED: _____

Civil cases are assigned to a judge by random draw. A docket clerk for each judge maintains the recording of documents filed with the Clerk. A complete list of phone numbers for both the judges' chambers and the docket clerks is provided.

Judge	Court Settings	Pleadings Filed
(A) Judge John H. McBRYDE Even Cases: 850-6652 Odd Cases: 850-6653	(817)850-6650	(817)850-6611
(Y) Judge Terry R. MEANS	(817)850-6673	(817)850-6612
(BE) Magistrate Judge Charles BLEIL	(817)850-6690	(817)850-6697

For access to local rules, attorney admission information, frequently asked questions, common forms, filing instructions, and records information, please visit our web site at www.txnd.uscourts.gov. To speak to someone in the district clerk's office, please call (817) 850-6601.

To receive electronic access to court docket sheets and filed documents, contact the PACER Service Center at www.pacer.pcs.uscourts.gov or by phone at 1-800-676-6856 for a log-in and password.