IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

BEVERLY BLOCK, LUPE RODRIGUEZ and JORGE RODRIGUEZ, on behalf of themselves and on behalf of all others similarly situated, Plaintiffs, v. THE OHIO STATE LIFE INSURANCE COMPANY, and UNITED FIDELITY LIFE INSURANCE COMPANY, and GREAT SOUTHERN LIFE INSURANCE COMPANY, and AMERICO LIFE, INC. and AMERICO FINANCIAL LIFE AND ANNUITY INSURANCE COMPANY and FINANCIAL HOLDING CORPORATION. Defendants.	)	Case No. 06-4118-CV-W-GAF **JURY TRIAL REQUESTED**

AMENDED COMPLAINT

COME NOW Plaintiffs Beverly Block, Lupe Rodriguez and Jorge Rodriguez, by and through the undersigned counsel, on their own behalf and as representatives of a class of persons similarly situated, and for their causes of action against the Defendants, state and allege as follows:

PARTIES

1. Plaintiff Beverly Block is, and at all times herein referenced was, an individual residing at 12 Quail Ridge Road, Joplin, Missouri 64804.

2. Plaintiff Lupe Rodriguez is, and at all times herein referenced was, an individual residing at 715 E. Twickenham, Houston, Texas 77076.

3. Plaintiff Jorge Rodriguez is, and at all times herein referenced was, an individual residing at 715 E. Twickenham, Houston, Texas 77076.

4. Plaintiffs Beverly Block, Lupe Rodriguez and Jorge Rodriguez are hereinafter sometimes collectively referred to as the "Plaintiffs".

5. Defendant The Ohio State Life Insurance Company ("OSL") is, and at all times herein referenced was, a foreign insurance company registered to transact business within the State of Missouri, transacting substantial business in Missouri, with its principal place of business located at 300 W. 11th Street, Kansas City, Missouri 64105, and available for service of process via the Missouri Insurance Commissioner, 301 West High Street, Ste. 530, Jefferson City, Missouri 65101.

6. Defendant United Fidelity Life Insurance Company ("UFL") is, and at all times herein referenced was, a foreign insurance company registered to transact business within the State of Missouri, transacting substantial business in Missouri, with its principal place of business located at 300 W. 11th Street, Kansas City, Missouri 64105, and available for service of process via the Missouri Insurance Commissioner, 301 West High Street, Ste. 530, Jefferson City, Missouri 65101.

7. Defendant Great Southern Life Insurance Company ("GSL") is, and at all times herein referenced was, a foreign insurance company registered to transact business within the State of Missouri, transacting substantial business in Missouri, with its principal place of business located at 300 W. 11th Street, Kansas City, Missouri 64105, and available for service of process via the Missouri Insurance Commissioner, 301 West High Street, Ste. 530, Jefferson City, Missouri 65101.

8. Defendant Americo Life, Inc. ("ALI") is, and at all times herein referenced was, a Missouri insurance company transacting substantial business in Missouri, with its principal place of business located at 300 W. 11th Street, Kansas City, Missouri 64105, and available for service of process at that location.

9. Defendant Americo Financial Life And Annuity Insurance Company ("AFL") is, and at all times herein referenced was, a foreign insurance company transacting substantial business in Missouri, with its principal place of business located at 300 W. 11th Street, Kansas City, Missouri 64105, and available for service of process via the Missouri Insurance Commissioner, 301 West High Street, Ste. 530, Jefferson City, Missouri 65101.

10. Defendant Financial Holding Corporation ("FHC") is, and at all times herein referenced was, a domestic corporation transacting substantial business in Missouri, with its principal place of business located at 300 W. 11th Street, Kansas City, Missouri 64105, and available for service of process at that location.

11. Defendants OSL, UFL, GSL, ALI, AFL and FHC are hereinafter sometimes collectively referred to as the "Defendants".

JURISDICTION AND VENUE

12. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332 because:

a. This is a civil action filed pursuant to Fed.R.Civ.P. 23 brought by one or more representative persons as a class action;

b. The amount in controversy of all class members in the aggregate exceeds the sum or value of $5,000,000.00, exclusive of interest and costs;

c. Many members of the putative class are citizens of States other than Missouri, which is the State of the residence for some of the Defendants, and

d. All other factual conditions precedent necessary to empower this Court with subject matter jurisdiction and personal jurisdiction have been satisfied.

13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because one or more of the Defendants reside in this District and/or one or more of the Defendants are subject to personal jurisdiction in this District.

FACTUAL ALLEGATIONS WITH RESPECT TO ALL COUNTS

14. This class action arises from the Defendants' continuing breach, from 1990 to the present, of over 65,000 "Flexible Premium Adjustable Life" insurance policies ("Policies") sold to individuals ("Policyholders") by the Defendants, and serviced by the Defendants. This type of policy is known and promoted generically in the insurance industry as a "Universal Life" policy.

15. The Policies were either conceived, drafted, prepared, promulgated, sold or serviced by the Defendants.

16. The Policies have two components: (1) an investment component, known as the Policy Account Value, and (2) a term life insurance component. The Policy Account Value earns interest at a guaranteed interest rate of no less than 4.5% under the terms of the Policies. The amount of term life coverage is determined by the policy holder at the inception of the Policy, or by subsequent amendment.

17. Pursuant to the terms of the Policies, if the insured dies, the named or actual beneficiary receives the life insurance component face amount and the policy account value, including accrued interest.

18. The premium amount of the Policies is determined at the inception of each Policy. There are three elements to the Policy premium: 1) fees and expenses, 2) policy account value, and 3) cost of insurance ("C.O.I.").

19. The terms of the Policies fixed monthly expenses at: (1) a 3% deduction from the monthly premium, and (2) a $4.00 monthly charge. Thus, upon receipt of a monthly premium for a Policy the Defendants would: (1) deduct the 3% premium assessment and deposit the remaining 97% of the monthly premium into the Policyholders' policy account value to begin to earn interest, and (2) deduct the $4.00 for monthly expenses from the policy account value. From the 97% of each monthly premium paid on a Policy that was deposited into a Policyholders' policy account value, the Defendants would also deduct an amount for C.O.I.

20. Regarding C.O.I., the Policies state in pertinent part:

> **Cost of Insurance Rate** The monthly cost of insurance rate for the initial face amount and for any face amount change is based on the: (1) Issue date; (2) Face amount; and (3) insured's attained age, sex, and premium class.
>
> **We will base the rates charged on our expectations of future mortality.**
>
> [Emphasis added]

21. The date of issue and the face amount of the Policy are set factors, and do not change after the Policy is issued. Thus, the clear and unambiguous terms of the Policy specifically provide that the amount charged by the Defendants for C.O.I. is exclusively based upon the insured's sex, age, and rate class (i.e., mortality factors), and that C.O.I. rates will be based on "expectations of future mortality."

22. In light of the express language of the Policy, and the language and natural and reasonable interpretation of the Policy in conjunction with the provisions regarding the current monthly C.O.I. rate and the guaranteed annual C.O.I. rate and the basis for computation thereof set forth in the Policy, any change in the monthly C.O.I. rate should be based on a change in the Defendants' expectations as to future mortality experience. Accordingly, the only legitimate basis upon which the Defendants can increase C.O.I., under the terms of the Policy, is if the Defendants experience or anticipate an increase in mortality.

23. As long as a Policyholder continues to pay the premium established at the inception of the Policy, each Policyholder's coverage will remain in effect for the proposed term anticipated at the inception of the Policy, provided the projected mortality factors and values at the inception of the Policy remain the same. However, in the event that the C.O.I. is increased, the set monthly premium would no longer be sufficient to assure the same face amount of insurance or the term of insurance expected by the Policyholder. Thus, unless the Policyholder begins to pay an increased premium, the term of the insurance will expire or the Policyholder will be forced to accept a substantially reduced face amount to afford to continue the coverage.

24. In the event the Defendants increase the current monthly C.O.I. rate and fail to adequately advise a Policyholder, the Policyholder's policy account value, including accumulated interest and future benefits, would decrease thereby leaving the Policyholder with less cash buildup or potentially uninsured.

25. In the event the Defendants increased the current monthly C.O.I. rate on a Policy wherein the Policyholder subsequently died, the total insurance payout to the named or actual beneficiary (face amount plus the policy account value) would necessarily be reduced by the amount

of the monthly premium payments that were misdirected to the Defendants through the increased C.O.I. charge.

26. Upon information and belief, many Policyholders bought their Policy with a program of having a paid-up policy – a "vanishing premium." Under this arrangement, the necessity of premium payments would be eliminated at some time in the future, usually corresponding to a time when a Policyholder has less ability to pay, such as retirement. Only with sufficient policy account value buildup would this occur.

27. On or about November 15, 1989, Plaintiff Lupe Rodriguez purchased a Policy from the Defendants (a true and accurate copy of which is attached hereto as Exhibit "A").

28. On or about January 2, 1990, Plaintiff Jorge Rodriguez purchased a Policy from the Defendants that was identical to Plaintiff Lupe Rodriguez' Policy in all respects except for policyholder specific information (i.e., name, age, etc.).

29. Plaintiff Beverly Block also purchased a Policy from the Defendants prior to the wrongful C.O.I. increase referenced herein, which was identical to Plaintiff Lupe Rodriguez' Policy in all respects except for policyholder specific information (i.e., name, age, etc.).

30. The standard terms of the Policies sold to the Plaintiffs are identical to the Policies sold to each of the members of the proposed class (i.e., the Policyholders).

31. Prior to 1990, the Defendants evaluated the Policies to determine whether the Policies were still meeting their objectives for purposes of pricing and market competition.

32. Prior to 1990, the Defendants determined that the Policies were not generating enough profit for the Defendants and/or the Defendants desired additional profit from the Policies.

33. Under the terms of the Policies, the Defendants' options for increasing the profitability of the Policies were limited. The only three possible ways for the Defendants to make

the Policies more profitable would be to: 1) increase fees and expenses, 2) lower the interest rate paid to Policyholders on the money paid into each Policyholders' policy account value, or 3) increase C.O.I. rates.

34. The Defendants could not increase monthly fees and expenses because the terms of the Policies specifically fixed and limited the amount of fees and expenses the Defendants could charge to the Policies and the Defendants were already charging the maximum amount allowable for such fees and expenses. Furthermore, since the Defendants were applying an interest rate in excess of 4.5% to the policy account value of each Policy, the Defendants could have reduced the credited interest rate, but such an action would have made the Policies less competitive with universal life policies sold by other insurance companies with higher rates.

35. In 1990, the Defendants made a deliberate decision to increase the profit that the Defendants received from the Policies by increasing C.O.I. rates on all Policies.

36. At the time the Defendants made the determination to increase C.O.I. rates in 1990, the Defendants had not experienced, and did not anticipate, an increase in mortality.

37. In 1990, the Defendants increased the monthly C.O.I. rate on the Plaintiffs' Policies, and all other Policies. The increase ranged from 4% to 29%. The exact amount of the C.O.I. increase for Plaintiffs Block and Rodriguez is currently unknown.

38. The Defendants' 1990 C.O.I. increase was contrary to the express terms of the Policies and constitutes a material breach of the Policies because it was not related to mortality factors or expectations of future mortality.

39. Plaintiffs are informed and believe that there may have been other C.O.I. rate increases that occurred before or after 1990 that were also not related to mortality.

40. The Defendants made the decision to increase monthly C.O.I. rates despite the fact that the express terms of the Policies do not allow C.O.I. rate increases for non-mortality reasons, and the Defendants had not experienced an increase in mortality or adverse mortality factors prior to the determination to increase monthly C.O.I. rates in 1990.

41. The Defendants' decision to increase the monthly C.O.I. rates for non-mortality related reasons, as set forth herein, was carried out by the Defendants' corporate officers, managers, employees and agents who authorized and ratified all of the conduct set forth herein

42. The total amount of profit earned from the C.O.I. rate increase is believed to be in excess of $15,000,000.00.

43. The 1990 C.O.I. increase has never been rescinded by the Defendants and remains in effect on all Policies.

44. Prior to implementing the C.O.I. increase in 1990, the Defendants knew or should have known that the C.O.I. increase would not be discoverable and/or perceptible to the Plaintiffs or the Policyholders.

45. The Defendants intentionally concealed the C.O.I. rate increase from the Policyholders by making the determination not to inform the Plaintiffs and Policyholders that the 1990 C.O.I. increase was motivated solely to raise more profit for the Defendants, and was not related to mortality factors and/or expectations of future mortality.

46. The Defendants have never given notice to the Plaintiffs or the Policyholders that the 1990 C.O.I. rate increase was purely motivated by profit and was unrelated to mortality factors or expectations of future mortality.

47. Pursuant to the terms of the Policies, the Plaintiffs and the Policyholders continued to make premium payments after the Defendants increased the C.O.I. on the Policies, and were operating under a mistake of fact as to the allocation of their monthly premiums by Defendants.

48. The Policy was designed, drafted and approved by the Defendants.

49. After implementing the improper 1990 C.O.I. increase, the Defendants have continued to service the Policies, and have accepted and withheld the increased C.O.I. payments remitted by the Plaintiffs and the Policyholders.

50. After implementing the improper 1990 C.O.I. increase, the Defendants have failed and refused to change their C.O.I. collection practices, and continue to accept and retain the inflated C.O.I. payments from the Plaintiffs and the Policyholders.

51. The 1990 decision to improperly increase the C.O.I. on the Policies was made by the Defendants' officers and senior executives, and the Defendants' conduct described herein was undertaken by its corporate officers, directors, employees, agents and others and upon information and belief the Defendants had advance knowledge of the actions and unlawful conduct of these individuals, whose actions and conduct was coordinated, orchestrated, ratified, authorized, and approved by the Defendants.

52. Plaintiffs did not discover the claims set forth herein, or the damages proximately caused therefrom, until 2006, and the putative class members have still not discovered the claims set forth herein, and therefore this action is timely commenced pursuant to the applicable Missouri statutes of limitations (R.S.Mo. §§ 516.100, 516.120, et seq.).

53. In the alternative, the Defendants attempted and/or did conceal the facts and nature of their wrongful conduct that gives rise to the claims asserted herein and the claims of the absent class members, and the Defendants are thus estopped from denying the timeliness of such claims.

54. The State of Missouri has the most significant contacts with this case, and Missouri law applies to the claims asserted herein.

DISREGARD OF CORPORATE FORMALITIES

55. For purposes of the following allegations, Defendants ALI and AFL are collectively referred to as "Americo".

56. Upon information and belief, OSL, UFL and GSL are wholly-owned subsidiaries of Americo.

57. Upon information and belief, FHC is the ultimate owner of all outstanding capital stock and/or ownership interests in OSL, UFL, GSL and Americo, and all acts and omissions asserted herein against OSL, UFL, GSL and Americo are incorporated herein and asserted against FHC as the ultimate controlling parent corporation of these Defendants.

58. Upon information and belief, Americo owns all outstanding capital stock and/or ownership interest(s) in OSL, UFL and GSL.

59. Upon information and belief, OSL, UFL and GSL have never had, and do not now have, a genuine and separate corporate existence apart from Americo.

60. Upon information and belief, OSL, UFL and GSL have, in fact, been used and exist for the sole purpose of enabling Americo to wrongfully transact a portion its business under an alternative corporate guise(s).

61. Upon information and belief, Americo, as the alter ego of Defendants OSL, UFL and GSL, have been and are conducting and managing and controlling the affairs of Defendants OSL, UFL and GSL with respect to the claims in this case as if they were its own business(es).

62. Upon information and belief, Americo has used the corporate identities of OSL, UFL and GSL for the purpose of unjustly attempting to shield itself from potential liability, including liability arising from the facts, circumstances and claims alleged herein.

63. Upon information and belief, Americo exercises, and has exercised, total domination and control over the operations of OSL, UFL and GSL, including but not limited to domination of finances, policy and business practice with respect to the transactions at issue (and claims asserted) in this case.

64. Upon information and belief, Americo and OSL, UFL and GSL have interlocking ownership and have common directors and corporate officers.

65. Upon information and belief, Americo pays all salaries and operating expenses for OSL, UFL and GSL and otherwise operates the day-to-day business affairs of OSL, UFL and GSL.

66. Upon information and belief, OSL, UFL and GSL are, in fact, treated and described as departments and/or divisions of Americo's business enterprise.

67. Upon information and belief, Americo has stripped the assets from OSL, UFL and GSL and forced OSL, UFL and GSL to render extraordinary dividends to Americo and otherwise under-capitalized OSL, UFL and GSL.

68. Upon information and belief, the actions of Americo have rendered OSL, UFL and GSL insolvent and/or undercapitalized to the point of marginal solvency.

69. Upon information and belief, OSL, UFL and GSL have been undercapitalized by Americo in an effort to avoid potential liabilities to current and prospective creditors, including the Plaintiffs and putative class members in this case.

70. Upon information and belief, the above-referenced control by Americo over OSL, UFL and GSL has been, and is being, utilized to commit wrongs, dishonest and unjust actions, and

violate statutory and/or other legal duties and injustices in contravention of the rights of the Plaintiffs and class members in this case.

71. Upon information and belief, FHC and Americo's control over OSL, UFL and GSL have proximately caused injuries or losses to the Plaintiffs and class members in this case, as referenced herein.

72. Upon information and belief, FHC, Americo and OSL, UFL and GSL have disregarded the corporate formalities in other manners and methods currently unknown to Plaintiffs, but which will be discovered through the course and scope of investigation and discovery in this case.

73. Upon information and belief, UFL and GSL have committed the same wrongful acts with respect to OSL that are alleged above regarding the actions of FHC and Americo with respect to OSL, UFL and GSL.

74. As alter egos of each other, FHC, Americo and OSL, UFL and GSL are all liable for the obligations, breach(es) of contractual responsibilities, duties and other obligations and/or responsibilities of each other with respect to the claims set forth herein.

CLASS ALLEGATIONS

75. Unless otherwise specifically stated herein, and pursuant to Fed.R.Civ.P. 23, this action is instituted by the Plaintiffs on behalf of themselves and all past and present Policyholders, wherever they may be, of Defendants or their agents and subsidiaries who purchased, or were actual and/or named beneficiaries of, an Ohio State Life Insurance Company Flexible Premium Adjustable Life Insurance Policy purchased prior to 1990 and whose "Cost of Insurance" portion of their premium was increased on or after 1990.

76. The class referenced above includes all putative class members residing throughout the United States (with the exception of putative class members residing in the State of California), and includes tens of thousands of individuals, and therefore the class is so numerous that joinder of all members of the class would be impractical.

77. The claims for relief asserted herein on behalf of the Plaintiffs and the putative class members present questions of law and fact common to the class, including:

a. Whether the Defendants breached the Policies with the Plaintiffs and the putative class members by increasing the C.O.I. portion of the Plaintiffs' and putative class members' premiums for reasons other than mortality factors or future mortality where the terms of the Policies expressly limit a C.O.I. increase to mortality factors and future mortality.

78. The claims of the named representative Plaintiffs are typical of the claims of the putative class in that:

a. The Plaintiffs and the putative class members entered into the exact same standard, written-form Policy, which contained the exact same terms and conditions, which was prepared solely by the Defendants;

b. The C.O.I. portion of the premiums of the Plaintiffs and the putative class members was increased by the Defendants without notice to the Plaintiffs or the putative class members and for reasons unrelated to mortality factors and/or future mortality; and

c. These facts common to the Plaintiffs and the putative class members give rise to the same claims asserted in this Complaint.

79. The Plaintiffs, as the representative Plaintiffs for the putative class, will fairly and adequately protect the interests of the putative class because:

a. The Plaintiffs have knowledge regarding the facts and circumstances that give rise to their claims and the claims of the putative class members;

b. The Plaintiffs are strongly interested and highly motivated to assert and protect their own rights and the rights of the putative class in a vigorous fashion; and

c. The Plaintiffs have retained as class counsel four law firms with substantial experience and expertise in class actions, commercial litigation and business litigation and which have the necessary and requisite resources. These law firms will also vigorously assert and protect the interests of the putative class members.

80. The questions of law and/or fact common to the Plaintiffs and the putative class members predominate over any questions affecting only individual members of the class, and a class action as asserted herein is superior to other available methods for the fair and efficient adjudication of this controversy, in that, among other elements:

a. The interests of the Plaintiffs and the interests of individual class members in controlling the prosecution of separate actions are outweighed by the advantages of adjudicating the common issues of fact and law by means of a class action; individual actions would not be practical considering the relatively small amount of each individual class members' claim;

b. Upon information and belief, there are no pending certified class actions concerning the controversy at issue or the claims asserted in this case applicable to the Plaintiffs, the Policyholders or the putative class members set forth herein;

c. Concentrating litigation of these claims in this forum is desirable because it will prevent and avoid a duplication of effort and the possibility of inconsistent results, and this forum represents an appropriate forum to settle the controversy based on the

location of the Plaintiffs, the putative class members, the fact that the Defendants do substantial business in this jurisdiction, and the availability of witnesses and evidence; and

d. Any difficulties that may be encountered in management of the class are greatly outweighed by the difficulties of handling multiple actions by individual class members; this class action is a superior method because it furthers judicial economy and efficiency and is in the best interests of the Plaintiffs and the putative class members.

81. Upon information and belief, there is no variance in the laws of the different States referenced above that prevents application of Missouri law to the claims of the putative class, and there is no variance in State laws that render the claims of the class members "uncommon" or "atypical" for purposes of Fed.R.Civ.P. 23.

82. In the alternative, to the extent there are deviations in applicable State law, Plaintiffs allege that any variance in State law can be managed through subclasses concerning common elements and/or claims.

COUNT I
BREACH OF CONTRACT

COME NOW Plaintiffs Beverly Block, Lupe Rodriguez and Jorge Rodriguez and for Count I of this Amended Complaint, state and allege as follows:

83. To the extent they are not inconsistent, the Plaintiffs incorporate by reference the allegations set forth in Paragraphs 1 through 82 of this Amended Complaint as if more fully set forth herein.

84. This claim is brought by the Plaintiffs on behalf of themselves and all past and present Policyholders, wherever they may be, of Defendant Ohio State Life Insurance Company and its agents and subsidiaries who purchased, or were actual and/or named beneficiaries of, an Ohio State Life Insurance Company Flexible Premium Adjustable Life Insurance Policy purchased prior to and including 1990, and whose "Cost of Insurance" portion of their premium was increased on or after 1990.

85. The Defendants agreed to provide certain life insurance and investment services to the Plaintiffs and the putative class members through the Policies and agreed to charge the Plaintiffs and the putative class members for such services in accordance with the terms of the Policies.

86. The Plaintiffs and the members of the class agreed to make payment to the Defendants in the manner of premium payments for the above-referenced services in accordance with the terms of the Policies, and to only pay increases in the C.O.I. rate of the Policies based on mortality factors or future mortality pursuant to the terms of the Policies.

87. The Plaintiffs and the class members have fully performed their obligations under the Policies, and any failures by the Plaintiffs and/or the class members to pay premiums under the Policies are specifically permissible pursuant to the terms of the Policies.

88. The Defendants have failed to perform and materially breached the Policies by increasing the C.O.I. rate of the Policies for reasons unrelated to mortality factors or future mortality and charging such increases to the Plaintiffs and the class members' premium payments, contrary to the express terms of the Policies which limit increases in the C.O.I. and/or determination of the C.O.I. amount to mortality factors and future mortality.

89. As a direct and proximate result of the Defendants' breach of the Policies, the Plaintiffs, Policyholders and the putative class have suffered pecuniary damages, damages under the

Policies, plus interest, and other economic, non-economic, general, special, incidental and consequential damages including but not limited to a decrease in the policy account value and a corresponding decrease in the interest earned on the policy account value, for a total amount currently unknown but which will be shown at the time of trial.

WHEREFORE, Plaintiffs Beverly Block, Lupe Rodriguez and Jorge Rodriguez, on behalf of themselves and all other class members, respectfully request this Court to enter judgment in favor of the Plaintiffs and the putative class members and against Defendants The Ohio State Life Insurance Company, United Fidelity Life Insurance Company, Great Southern Life Insurance Company, Americo Life, Inc., Americo Financial Life & Annuity Insurance Company and Financial Holding Corporation, jointly and severally, and award the Plaintiffs and the class members their actual damages in an amount to be determined at trial, with prejudgment and post judgment interest at the statutory rate, as well as their attorneys' fees and costs, and for such other and further relief as the Court deems appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury as to all issues stated herein, and all issues so triable.

Respectfully submitted,

/s/ Joseph A. Kronawitter

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CERTIFICATE OF SERVICE

I, the undersigned attorney, certify that a copy of the foregoing document was served via the Court's ECF filing system this 29th day of November, 2006, to:

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