

<b>STATE OF TEXAS,</b>	§	<b>IN THE DISTRICT COURT OF</b>
<b>Plaintiff,</b>	§	
	§	
<b>V.</b>	§	<b>TRAVIS COUNTY, T E X A S</b>
	§	
<b>FRIEDMAN’S, INC.</b>	§	
<b>d/b/a FRIEDMAN’S JEWELERS</b>	§	
<b>Defendant.</b>	§	<b>201<sup>st</sup> JUDICIAL DISTRICT</b>

**AGREED FINAL JUDGMENT**

Plaintiff, the State of Texas (“State”), by and through Greg Abbott, the Attorney General of Texas (“Attorney General”), and Defendant, Friedman’s Inc., a Georgia corporation (“Friedman’s”), as evidenced by their signatures, do consent to the entry of this Judgment and its provisions. Defendant enters into this Judgment to avoid the time and expense associated with litigation. This is an Agreed Final Judgment (“Judgment”) for which execution may issue.

An Assurance of Voluntary Compliance/Assurance of Discontinuance (“Assurance” or “AVC”) is also being entered into between the States of Alabama, Arkansas, Delaware, Florida, Georgia<sup>1</sup>, Illinois, Indiana, Kentucky, Louisiana, Maryland, Mississippi, Missouri, North Carolina, Ohio, Oklahoma<sup>2</sup>, and South Carolina by their respective Attorneys General, and Friedman’s, Inc. (“Friedman’s”). In addition to Texas, the State of Tennessee resolved its law suit by entering an

---

<sup>1</sup> With regard to Georgia, the Administrator of the Fair Business Practices Act, appointed pursuant to O.C.G.A. 10-1-395, is statutorily authorized to undertake consumer protection functions, including acceptance of Assurances of Voluntary Compliance, for the State of Georgia.

<sup>2</sup> With regard to Oklahoma the Administrator of Consumer Credit is authorized to sign an Assurance for the state of Oklahoma. Hereafter, when the signatory states are referred to as the “States” or “Attorneys General,” such designation, as it pertains to Oklahoma, includes the Oklahoma Administrator of Consumer Credit.

Agreed Final Judgment, which resolves the matters set forth in the litigation pending in their respective state courts.

Defendant denies any wrongdoing in the conduct of its business. This Agreed Final Judgment does not constitute any evidence or admission of any kind.

This Agreed Final Judgment shall bind Defendant and shall be binding on any and all future purchasers, merged parties, inheritors, or other successors in interest to Defendant.

Defendant has, by signature of its counsel hereto, waived any right to appeal, petition for certiorari, or move to reargue or rehear or be heard in connection with any judicial proceedings upon this Judgment.

## **1. JURISDICTION**

1.1 Jurisdiction of this Court over the subject matter and over the Defendant for the purpose of entering into and enforcing this Judgment is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction, modification or execution of this Judgment, including the enforcement of compliance therewith and penalties for violation thereof. Defendant agrees to pay all court costs and attorneys' fees associated with any petitions to enforce any provision of this Judgment against Defendant.

## **2. VENUE**

2.1 Pursuant to TEX. CIV. PRAC. & REM. CODE § 15.002(a) and TEX. BUS. & COM. CODE § 17.47(b), venue as to all matters between the parties relating hereto or arising out of this Judgment is solely in the District Courts of Travis County, Texas.

## **3. PARTIES**

3.1 Defendant warrants and represents that it is the proper party to this Judgment. Defendant further acknowledges that it understands that the State expressly relies upon this representation and warranty, and that if it is false, unfair, deceptive, misleading or inaccurate, the State has the right to move to vacate or set aside this Judgment, or request that Defendant be held in contempt, if the State so elects.

3.2 Defendant, Friedman's, Inc., represents that it is the true legal name of the entity entering into this Judgment. The Defendant understands that the State expressly relies upon this representation and if said representation is false, inaccurate, deceptive, unfair or misleading, the State has the right to move to vacate or set aside this Judgment or request that the Defendant be held in contempt, if the State so elects.

## **4. DEFINITIONS**

As used in this Agreed Final Judgment, the following words or terms shall have the following meanings:

- 4.1 "Agreed Final Judgment," "Judgment" or "Order" shall refer to this document entitled Agreed Final Judgment in the matter of *State of Texas v. Friedman's Inc., d/b/a Friedman's Jewelers*.

- 4.2 “Consumer” means any person, a natural person, individual, governmental agency or other entities, partnership, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.
- 4.3 “Clear and conspicuous” shall mean that a statement, representation, claim or term is readily noticeable and reasonably understandable by the person(s) to whom it is directed. The following shall be considered in determining whether a statement, representation, claim or term is clear and conspicuous:
- (a) whether it is presented in a coherent and meaningful sequence with respect to other statements, representations, claims or terms being conveyed;
  - (b) whether it is in close proximity to the statement, representation, claim or term it clarifies, modifies, explains, or to which it otherwise relates;
  - (c) whether it is contradictory to any statement, representation, claim or term it purports to clarify, modify or explain, or is otherwise contradictory or in relation to any other statement, representation, claim or term being conveyed;
  - (d) whether it is conveyed by means of an abbreviation and, if so, whether the abbreviation is commonly understood by the public, or approved by federal or state law;
  - (e) whether it is legible;
  - (f) whether it is of sufficient prominence in terms of print, size, or contrast as compared with accompanying statements, representations, claims or terms, so as to be readily noticeable and reasonably understandable by the person(s) to whom it is directed;
  - (g) whether it is at a volume, cadence and speed as compared with accompanying statements, representations, claims or terms, so as to be readily noticeable and reasonably understandable by the person(s) to whom it is directed;
  - (h) whether it appears for a sufficient duration of time to allow a listener or viewer to have reasonable opportunity to notice, read and understand;
  - (i) whether the sales presentation is so lengthy that it needs to be repeated;  
and
  - (j) whether the language in the disclosure is understandable to the intended audience.
- 4.4 “Credit Insurance” shall mean credit life, credit disability and credit property insurance coverage.
- 4.5 “Division” or “Consumer Protection and Public Health Division” shall refer to the Consumer Protection and Public Health Division of Office of the Texas Attorney General.
- 4.6 “Defendant” shall refer to Friedman’s, Inc. and/or any and all officers, owners,

employees, agents and representatives of Friedman's, Inc.

- 4.7 "Investigation" shall mean the Attorneys General's investigation into the business practices of Defendant. The "matters investigated" shall mean Defendant's practices related to the sale of credit insurance and discount pricing and cover the time period from September 1, 1997 through September 30, 2002.
- 4.8 "Person" shall mean any individual or entity, including any officer, employee, agent, representative, servant, contractor, franchisees, licensee, corporation, subsidiary, division, unit, location, store, successor or assignee.
- 4.9 "Represent" means stating, orally or in writing, directly or indirectly, in substance or effect, and whether by affirmative statements, implications, or omissions.
- 4.10 "Deceptive Trade Practices-Consumer Protection Act" or "DTPA" shall refer to the Texas Deceptive Trade Practices-Consumer Protection Act found at TEX. BUS. & COM. CODE § 17.41, *et seq.*
- 4.11 "Participating States" refers to all states which resolved investigations or litigation by entry of an Assurance of Voluntary Compliance or an Agreed Final Judgment.

## **5. INJUNCTIVE RELIEF**

For purposes of this section, "Defendant" shall include Defendant, its affiliates, subsidiaries, agents and principals. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, THAT:

5.1 Defendant shall not directly or indirectly engage in any misleading, unfair or deceptive acts or practices in the conduct of its business. Defendant shall fully comply with all provisions of the Texas Deceptive Trade Practices-Consumer Protection Act, which prohibit deceptive acts and practices.

5.2 Defendant shall, at the point of sale, clearly and conspicuously disclose to the consumer all material terms and conditions related to credit insurance. Material terms include, but are not limited to, cost of coverage, scope and duration of coverage, the fact that insurance premiums may be financed and the additional finance charges applied as a result of the inclusion of credit

insurance to the total purchase price.

5.3 Defendant shall clearly and conspicuously disclose at the point of sale that credit insurance is an optional purchase.

5.4 Defendant shall provide consumers who elect to purchase credit insurance with the terms of coverage for each type of credit insurance purchased by the consumer. Defendant shall maintain a copy of the terms of coverage for any credit insurance product being offered and shall make such terms readily available to any consumer that requests to review the terms and shall further refrain from engaging in any action that would impede, obstruct or discourage the consumer from reviewing such terms.

5.5 Defendant shall comply with all applicable licensing laws, rules, and regulations in connection with the sale of credit insurance. In the event that Defendant shall have a third-party provider who sells credit insurance, the third party provider must comply with all applicable licensing laws, rules and regulations.

5.6 A. If Defendant offers express warranties, Defendant shall:

(a) provide such to consumers in writing;

(b) make the terms of any such warranties readily available to prospective buyers either by displaying them in close proximity to the warranted products, posting prominent signs in each store disclosing to consumers that warranties can be examined upon request, or by furnishing them upon request prior to sale;

(c) clearly and conspicuously disclose at the point of sale that the warranty comes with the product and is included in the purchase price; and

(d) clearly and conspicuously disclose at the point of sale whether the warranty is a

“full” or “limited” one.

B. If the Defendant offers service contracts or extended warranties, Defendant shall clearly and conspicuously disclose the following to consumers at the point of sale:

(i) all terms and conditions of such in simple and readily understood language; and

(ii) that the purchase of such is optional.

5.7 Defendant shall comply with the Federal Truth In Lending Act, 15 U.S.C. §§ 1601, *et seq.*, as implemented by Regulation Z and any corresponding applicable state law. In furtherance of such compliance, Defendant shall clearly and conspicuously provide all required disclosures and shall physically align all required information on the contract form so that the terms and conditions of the contract and the required disclosures can be readily understood.

5.8 Defendant shall not charge a consumer for credit insurance or accept payments from a consumer for credit insurance, unless the consumer expressly consents to purchase such insurance in writing.

5.9 Defendant shall not establish or maintain practices which presume the consumer wishes to purchase credit insurance. In furtherance of this compliance provision, Defendant

(a) shall not present consumer with a contract or similar document which includes charges for credit insurance until the disclosures required by this Agreed Final Judgment have been made and the consumer expressly consents to acceptance of such charges; and,

(b) shall not maintain a default setting on any computer, register or other device used in the sales transaction which presumes the consumer consents to such charges.

5.10 Unless Defendant does in fact offer revolving credit (whether in-house or through a

third party provider), Defendant shall not make any representation that would cause a consumer to believe that Defendant offers revolving credit for purchases. This includes making any graphic representation in advertising that a consumer would interpret as a credit card or charge card that is provided as part of a revolving credit account.

5.11 Defendant shall not charge the consumer late fees which are greater than the late fee amount agreed upon between the Defendant and consumer.

5.12 Defendant shall not make any false, deceptive, unfair or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions.

5.13 Defendant shall not represent that the practices, programs or conduct of Defendant have been approved by the Office of the Attorney General; provided, however, that Defendant may represent that it has entered into an Assurance and this Agreed Final Judgment and provide a copy to consumers if requested. Defendant may also indicate it believes it is in compliance with the Assurance and Agreed Final Judgment if it has a good faith basis for that claim and Defendant has not been notified by any State that it is in violation of the Assurance or Agreed Final Judgment.

## **6. ADDITIONAL INJUNCTIVE RELIEF**

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that:

6.1 Defendant must make the following disclosures in furtherance of the requirement that Defendant clearly and conspicuously disclose all material terms and conditions related to credit insurance. At the point of sale of credit insurance, Defendant shall clearly and conspicuously disclose to the consumer circumstances including, but not limited to, age, employment status or pre-existing medical conditions under which credit insurance coverage may be denied pursuant to

the certificate of coverage.

6.2 Defendant shall make the following affirmative disclosures in furtherance of the requirement to disclose that credit insurance is optional. At a minimum, Defendant shall, at the point of sale, clearly and conspicuously:

(a) Orally advise the consumer that credit insurance is optional and is not required by Defendant.

(b) Post a clear and conspicuous written disclosure in each of its stores which states that credit insurance is an optional purchase;

(c) Clearly and conspicuously disclose that credit insurance is an optional purchase in the “statement of insurance” portion of the contract; and,

(d) Clearly and conspicuously disclose in the contract that the consumer may already have insurance that provides the same coverage.

6.3 Defendant shall designate a corporate-level in-house officer or attorney to be responsible for overseeing efforts to comply with consumer protection laws and more specifically to be responsible for assuring compliance with the terms of this Agreed Final Judgment. This includes adopting and implementing written policies, procedures and training for all Friedman’s employees.

## **7. PAYMENT TO STATES**

7.1 In consideration for the release of claims set forth in Paragraph 10.18, Defendant shall pay the sum of Two Million One Hundred Fifty Thousand Dollars (\$2,150,000) to be divided and paid by Friedman’s directly to the Signatory Attorney General of each participating state in an

amount to be designated by and in the sole discretion of the States. Specifically, the State of Texas will receive Three Hundred Thousand Dollars (\$300,000). Payments shall be used by the States as restitution, attorneys' fees and other costs of the investigation and litigation, for future public protection purposes, or to be used for consumer protection, consumer education, monitoring for compliance of this matter, at the sole discretion of the respective Attorney General. Payment to the State of Texas shall be made by check made payable to the State of Texas and shall be sent to the following address: Office of the Attorney General, Consumer Protection and Public Health Division, P.O. Box 12548, Austin, Texas 78711-2548.

## **8. MONITORING FOR COMPLIANCE**

8.1 Upon request, Defendant shall provide books, records or documents to the State and further, to informally, or formally under oath, provide testimony or other information to the State relating to compliance with this Agreed Final Judgment. Defendant shall make any requested information available within thirty (30) days of the request, at the Office of the Attorney General or at such other location as is mutually agreeable in writing to Defendant and the Attorney General. If the request involves a large quantity of specific individual consumer credit information such as contracts, the parties will meet and confer to reach a reasonable time frame to produce the consumer credit information. This shall in no way limit the State's right to obtain documents, records, testimony or other information pursuant to any law, regulation, or rule.

8.2 Within thirty (30) days of the entry of this Agreed Final Judgment, Defendant shall submit a copy of this Agreed Final Judgment to each management personnel with responsibility for the subject matters included in this Agreed Final Judgment. Within forty-five (45) days of entry of

this Agreed Final Judgment, Defendant shall provide the State with an affidavit verifying and certifying that all management personnel with responsibility for the subject matters included in this Agreed Final Judgment have been supplied with a copy of this Agreed Final Judgment.

8.3 The State has the right to test shop Defendant for the purpose of confirming compliance with this Agreed Final Judgment and state law. The test shoppers are not required to disclose that they are representatives of the State when making contact with Defendant. Further, the State may record any or all aspects of its solicitations or visit(s) with Defendant in audio or video form without notice to Defendant. The Defendant agrees to void any sale that is commenced by a test shopper at the conclusion of the sale upon notification that it was test shopping conducted by the State.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1 Defendant represents and warrants that the execution and delivery of this Agreed Final Judgment is its free and voluntary act, that this Agreed Final Judgment is the result of good faith negotiations, and that Defendant agrees that the Agreed Final Judgment and terms hereof are fair and reasonable. The parties warrant that they will implement the terms of this Agreed Final Judgment in good faith. Further, no offer, agreements, or inducements of any nature whatsoever have been made to it by the State, its attorneys or any employee of the Attorney General's Office to procure this Agreed Final Judgment.

9.2 Defendant represents that signatories to this Agreed Final Judgment have authority to act for and bind the Defendant.

9.3 Defendant warrants and represents that Friedman's Inc. is the proper party to this

Agreed Final Judgment.

9.4 Friedman's Inc. represents that it is the true legal name of the entity entering into this Agreed Final Judgment.

9.5 Defendant further acknowledges and understands that the State expressly relies upon all of the representations and warranties set forth herein, and that if they are false, unfair, deceptive, misleading or inaccurate, the State has the right to move to vacate or set aside this Agreed Final Judgment, if the State so elects.

## **10. GENERAL PROVISIONS**

10.1 Defendant will not participate directly or indirectly in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Agreed Final Judgment or for any other purpose which would otherwise circumvent any part of this Agreed Final Judgment or the spirit or purposes of this Agreed Final Judgment.

10.2 Defendant shall not state or imply or cause to be stated or implied that the Attorney General or any other governmental unit of the State approved, sanctioned, or authorized any practice, act, or conduct of the Defendant.

10.3 Acceptance of this Agreed Final Judgment by the State shall not be deemed approval by the State of any of Defendant's advertising or other business practices.

10.4 Defendant represents that it has fully read and understood this Agreed Final Judgment, and that it understands the legal consequences involved in signing this Agreed Final Judgment.

10.5 This Agreed Final Judgment may only be enforced by the parties hereto.

10.6 The titles and headers to each section of this Agreed Final Judgment are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the Agreed Final Judgment.

10.7 This document shall not be construed against the “drafter” because both parties participated in the drafting of this document.

10.8 Nothing in this Agreed Final Judgment shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State. In addition, this Agreed Final Judgment shall not bar the State or other governmental entity from enforcing laws, regulations or rules against Defendant, excluding any claims or causes of action expressly released in Paragraph 10.18.

10.9 Nothing herein shall prevent or restrict the use of this Agreed Final Judgment in any action against Friedman’s for contempt or failure to comply with any provisions of this Agreed Final Judgment.

10.10 Nothing herein shall be construed to limit the authority of the Attorney General to initiate a proceeding for contempt or other sanctions for failure to comply, or to compromise the authority of the court to punish as contempt any violation of this Agreed Final Judgment in connection with conduct of the Defendant from and after the date of this Agreed Final Judgment.

10.11 No waiver, modification, or amendment of the terms of this Agreed Final Judgment shall be valid or binding unless made in writing, signed by both parties, and where the Agreed Final Judgment is filed with the Court, entered with the Court.

10.12 Any failure by any party to this Order to insist upon the strict performance by any other party of any of the provisions of this Agreed Final Judgment shall not be deemed a waiver of

any of the provisions of this Agreed Final Judgment and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreed Final Judgment and the imposition of any applicable penalties, including but not limited to contempt, civil penalties and/or the payment of attorneys' fees to the State.

10.13 If any clause, provision or section of this Agreed Final Judgment shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Agreed Final Judgment and this Agreed Final Judgment shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not be contained herein.

10.14 This Agreed Final Judgment sets forth the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreed Final Judgment which are not fully expressed herein or attached hereto.

10.15 Nothing in this Agreed Final Judgment shall be construed to waive any claims of Sovereign Immunity the State may have in any action or proceeding.

10.16 Nothing contained in this Agreed Final Judgment shall be construed to waive or limit any private right of action.

10.17 This Agreed Final Judgment shall be governed by the laws of Texas.

10.18 The parties acknowledge that execution of this Agreed Final Judgment and the payment of the funds as described in Section 7 will resolve, settle and discharge the State's proof of claim filed in the Defendant's bankruptcy case, *In re Friedman's, Inc., et al.*, 05-40129, filed in the United States Bankruptcy Court for the Southern District of Georgia, Savannah Division (the

“Bankruptcy case”) with respect to the conduct described therein and in Plaintiff’s Original Petition. This Agreed Final Judgment is a part of the AG Global Settlement as provided for in the Defendant’s First Amended Joint Plan of Reorganization and shall be fully binding on the Participating States and Defendant notwithstanding any other pleading or action in the Bankruptcy Court. The State agrees to release and discharge Defendant, its affiliates, subsidiaries, agents and principals from civil monetary claims under the State’s consumer protection and trade practice statutes for conduct occurring prior to the date of this Judgment and which is the subject of Plaintiff’s Original Petition and this Agreed Final Judgment. Except as expressly provided in Paragraph 10.18, the Parties rely on controlling law to determine if any other actions survive the bankruptcy proceeding referenced in this paragraph.

10.19 Procedure for Failure to Comply.

(a) Notice. If the Attorney General determines that Defendant has failed to comply with any of the terms of this Agreed Final Judgment, the Attorney General will, prior to instituting any legal proceedings, first notify the Defendant in writing of such failure to comply and Defendant shall then have thirty (30) days from receipt of such written notice to provide a good faith written response to the Attorney General’s determination. The response shall include an affidavit containing, at a minimum: (i) a statement that Defendant is in full compliance with the Order; or or (ii) a detailed explanation of how the alleged violation(s) occurred and a statement that the alleged breach has been cured and how.

Nothing herein shall prevent the Attorney General from agreeing in writing to provide the Defendant with additional time beyond the thirty (30) day period to respond to the notice. Nothing herein shall prevent the Attorney General from instituting legal proceedings after the 30-day

period.

10.20 Sections 6.1 through 6.3, Additional Injunctive Relief, shall expire on December 31, 2016, provided that Friedman's has not been adjudged by a Court in any Participating State to have violated any Participating State's Assurance or Agreed Final Judgment. However, if prior to January 1, 2017, Friedman's is adjudged by the court in any Participating State to have violated the Assurance or an Agreed Final Judgment, Friedman's shall continue to be subject to the entire agreement in all Participating States. This paragraph is in addition to all other remedies available to the State in law and equity. In the event that Friedman's entirely stops doing business in a particular state with no intent to return to the state, that state agrees to not unreasonably oppose any request for good cause that the injunctive sections of this agreement will no longer apply to Defendant in that particular state. In the event Defendant, or any successor or assign, returns to any particular state in which it had ceased doing business with no intent to return, the injunctive provisions shall be reinstated and apply to Defendant in that particular state as set forth in this Assurance.

## **11. APPLICATION OF JUDGMENT TO DEFENDANT AND ITS SUCCESSORS**

Defendant agrees that Defendant shall be liable for the actions of each of its officers, directors, managers, agents, assigns, representatives, employees, partners, subsidiaries, affiliates, parents, related entities, joint venturers, persons or other entities it controls, manages or operates, its successors and assigns, and other persons or entities, in each case, acting directly or indirectly on its or their behalf for the duties, responsibilities, burdens and obligations undertaken in connection with this Agreed Final Judgment.

**12. PAYMENT OF COURT COSTS AND GENERAL PROVISIONS**

12.1 All court costs associated with this action and any other incidental costs or expenses incurred thereby shall be borne by Defendant. No costs shall be taxed to the State as provided by TEX. CIV. PRAC. & REM. CODE § 8.02. Further, no discretionary costs shall be taxed to the State.

12.2 The Clerk of the court is hereby directed to issue a Writ of Permanent Injunction to Defendant and to issue such writs of execution or other process necessary to enforce this Judgment and Permanent Injunction. All relief not expressly granted herein is denied.

IT IS SO ORDERED, ADJUDGED AND DECREED.

SIGNED AND ENTERED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
PRESIDING JUDGE

APPROVED AS TO FORM AND SUBSTANCE

ATTORNEYS FOR THE PLAINTIFF

GREG ABBOTT

Attorney General of Texas

KENT C. SULLIVAN

First Assistant Attorney General

ED D. BURBACH

Deputy Attorney General for Litigation

PAUL D. CARMONA

Chief, Consumer Protection and Public Health  
Division

---

D. ESTHER CHAVEZ

State Bar No. 04162200

Assistant Attorneys General

Consumer Protection and Public  
Health Division

P.O. Box 12548

Austin, Texas 78711

Telephone: (512) 475-4656

Facsimile: (512) 473-8301

APPROVED AS TO FORM AND SUBSTANCE

ATTORNEYS FOR DEFENDANT

---

KIM BRIGHTWELL

State Bar No. 02992700

Reeves & Brightwell LLP

221 West Sixth Street

Suite 1000

Austin, Texas 78701-3410

Telephone: (512) 334-4500

GEORGE N. PANAGAKIS

Skadden, Arps, Slate, Meagher & Flom LLP

333 West Wacker Drive

Suite 2100

Chicago, Illinois 60606-1285

Telephone: (312) 407-0700