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Attorney for Defendants and Cross-complainants
TEARLACH RESOURCES LIMITED, a Canadian
Corporation; TEARLACH RESOURCES (CALIFORNIA),
LTD., a California Corporation; MALCOLM FRASER,
an individual; and CHARLES E. ROSS, an individual

SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN

METROPOLITAN DIVISION

WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC.,

Plaintiff,

vs.

GAS AND OIL TECHNOLOGIES, INC., TEARLACH RESOURCES (CALIFORNIA) LTD., WESTERN STATES INTERNATIONAL INC., and DOES 1 through 25, inclusive,

Defendants.

AND ASSOCIATED CROSS-COMPLAINT

Cross-complaint in consolidated case:

TEARLACH RESOURCES LIMITED, a Canadian Corporation; TEARLACH RESOURCES (CALIFORNIA) LTD., a California corporation; MALCOLM FRASER, an individual; CHARLES E. ROSS, an individual,

Cross-complainants,

vs.

Case No. S-1500-CV-264931-DRL
(Consolidated with S-1500-CV-266707, SPC*)*

TRIAL BRIEF OF DEFENDANTS AND CROSS-COMPLAINANTS TEARLACH RESOURCES LTD., TEARLACH RESOURCES (CALIFORNIA) LTD., CHARLES E. ROSS, AND MALCOLM FRASER.

DATE: November 15, 2010
TIME: 8:30 a.m.
DEPARTMENT: 7
Hon. Judge David R. Lampe

(Complaint Filed March 16, 2009)

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WESTERN STATES INTERNATIONAL, INC., a Delaware corporation; and UNITED PACIFIC ENERGY CORPORATION, a Delaware corporation, (formerly known as GAS AND OIL TECHNOLOGIES, INC.), INGRID ALIET-GASS, an individual; DAVID SMUSKEVIETCH, an individual; GLEN MORINAKA, an individual; and ROES 1 through 100, inclusive;

Cross-defendants.

DEFENDANTS AND CROSS-COMPLAINANTS TEARLACH RESOURCES, LTD., TEARLACH RESOURCES (CALIFORNIA) LTD., CHARLES E. ROSS, AND MALCOLM FRASER (hereafter referred to as "Cross-complainants") PRESENT THEIR TRIAL BRIEF AS FOLLOWS:

I. PROCEDURAL BACKGROUND

After Tearlach Resources, Ltd. initiated an action against Western States International, Inc. and Gas & Oil Technologies, Inc. in the Supreme Court of British Columbia (the "Canadian Action"), Plaintiffs filed a First Amended complaint in this California court for "Claims of Relief" for "(1) Breach of Agreement; (2) Fraud and Deceit-Intentional Misrepresentation; (3) Fraud and Deceit—Negligent Misrepresentation; (4) Concert of Action; (5) Alter Ego; and (6) Declaratory Relief" (even though these are remedies, not causes of action or "claims for relief").[1] These purported "causes of action" are brought against Defendants TEARLACH RESOURCES LIMITED, a Canadian Corporation; TEARLACH RESOURCES (CALIFORNIA), LTD., a California Corporation; MALCOLM FRASER, an individual, and CHARLES E. ROSS, an individual (both of

[1] The "claims for relief" in Plaintiffs' original complaint were for "(1) Rescission of Agreement Due to Fraud; (2) Rescission of Agreement Due to Failure of Consideration; (3) Fraud and Deceit—Intentional Misrepresentation; (4) Breach of Agreement; and (5) Punitive Damages".

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whom reside in Canada), all of whom filed a cross-complaint, and "DOES 1 through 10, inclusive." The substance of the claims in the Cross-complaint is detailed in footnote 4, below.

Prior to the initiation of this action, Cross-complainant TEARLACH RESOURCES, LTD. had initiated a separate action in the Supreme Court of British Columbia, Vancouver Registry entitled TEARLACH RESOURCES, LTD., Plaintiff, and WESTERN STATES INTERNATIONAL, INC. and GAS & OIL TECHNOLOGIES, INC. ("G&O), case number S088666 (the "Canadian Action"). In this California action, Defendants and Cross-complainants previously—but unsuccessfully—moved, by way of demurrer, motion to abate, and motion for summary judgment to have this action abated or dismissed because of the Canadian filing. In the Canadian Action, judgment has now been entered in favor of TEARLACH RESOURCES, LTD., and against WESTERN STATES INTERNATIONAL, INC. and GAS & OIL TECHNOLOGIES, INC. in the sum of $18,043,691.74, and remains intact and unpaid.

II. FACTUAL BACKGROUND.

Tearlach Resources Limited ("Tearlach" or "the "Company") is a Canadian public company whose shares are listed on the TSX Venture Exchange ("TSX-V"). [Complaint ¶5; First Amended Complaint ¶5.] Tearlach is engaged in the business of exploration and development of natural resource properties directly and through its wholly owned subsidiary Tearlach Resources (California) Ltd. ("Tearlach California").

Commencing in early 2006, the Company entered into discussions with Western States International, Inc. ("WSI," a Plaintiff herein) and its affiliate company, Gas & Oil Technologies, Inc. ("G&O," the other Plaintiff in this case), represented by their senior officers and principal shareholders, including Cross-defendants Ingrid ALIET-GASS and Glen MORINAKA (collectively, "Western States").[2] Tearlach was represented by Malcolm Fraser ("FRASER," a Defendant herein, who resides in Canada) and Chuck Ross ("ROSS," another individual Canadian Defendant in this action), both of whom are directors and officers of Tearlach, and the Company's legal counsel,

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[2] Cross-defendant Ingrid Aliet-Gass, a principal of Western States, apparently filed for Chapter 13 bankruptcy protection on August 9, 2010 (case number 2:10-bk-43110-VZ). That case was dismissed on August 30, 2010, because she "failed to file all of the documents required" under the *Federal Rules of Bankruptcy Procedure*.

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1 Leschert & Company, represented by Allen D. Leschert ("ADL"), an individual lawyer who resides
2 in Canada as well.

3 Western States represented that it was developing a number of resource projects in the US,
4 Russia and Indonesia, including an oil and gas project located near Bakersfield, California known as
5 the "Kern Front Property" (the "Property") with a value U.S. $10 to $60 million and wanted to find a
6 Canadian public company such as Tearlach to acquire the properties in exchange for public company
7 shares.

8 Defendants/Cross-complainants contend that as a result of various inducements and false
9 representations by the Plaintiffs herein (outlined in the action filed in Canada, which resulted in a
10 $18,043,691.74 judgment in favor of Tearlach), Tearlach entered into an agreement (hereafter, the
11 "Letter Agreement") dated for reference April 21, 2006 among Tearlach, as purchaser, WSI, G&O as
12 vendors (the "Vendors") and certain direct or indirect principal shareholders of WSI and G&O as
13 covenanters (the "Shareholders") which provided for the purchase and sale of a 60% working
14 interest in the Property in exchange for the issuance by Tearlach of 7,500,000 common shares of
15 Tearlach and a royalty on the Property convertible into up to 30,000,000 additional common shares
16 on and subject to the conditions set out in the agreement including approval of the Canadian Stock
17 Exchange, TSX-V, a copy of which is attached to the Plaintiffs' complaint as Exhibit "B".[3]

18 Various disputes and differences arose between the Plaintiffs herein and Tearlach (and the
19 other defendants herein), which led Tearlach to file a lawsuit against the Plaintiffs. This lawsuit was
20 filed in Canada, because the Letter Agreement provided for venue <u>in Canada</u> with the application of
21 Canadian law.[4] Judgment in the Canadian action was entered by the Canadian court (for

22
[3] There were at least two amendments to the Letter Agreement, neither of which would provide for
23 jurisdiction of this matter in California.

24 [4] All of the allegations of the Canadian action filed by Tearlach are complex, and cannot be fully
developed and documented within this Trial Brief. Essentially, Tearlach, its subsidiary and its
25 principals maintain that the Plaintiffs herein deliberately and fraudulently:

26 a. Mislead Tearlach to believe WSI had wells in production on the Property when they
27 did not;

28 b. Purported to cause WSI and G&O to sell an interest in three leases – Judkins, Witmer
B East and Sentinal B – which they knew they did not then own;

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c. Grossly overstated oil production from the Property;

d. Grossly understated lifting costs and management costs on the Property;

e. Concealed the fact that WSI had received formal notice of termination on the Judkins lease and had received formal notice of cancellation of the Witmer B East and Sentilal B leases prior to Closing;

f. Concealed the fact that WSI did not have proper surface rights or access agreements on the Property sufficient to authorize the work required to be done thereon;

g. Concealed the fact that the agreements WSI did have were all ready in default due to serious arrears in payments;

h. Concealed the fact that they were not were not able to produce oil from the Property on an economic basis using the methods they were employing;

i. Concealed the fact that they had not met the requirements for maintaining the Snow lease and were in danger of losing the lease, until after it had already been lost;

j. Withheld accurate accounting and production information from Tearlach, in spite of repeated requests, in order to prevent or delay Tearlach in its attempts to discover the true state of affairs with respect to the Property;

k. Misrepresented their level of skill and experience in operating oil fields like the Property or at all.

Tearlach also maintained, in the Canadian action that led to the $18,043,691.74 judgment in favor of Tearlach, that the Plaintiffs in this subsequently-filed case engaged in gross mismanagement of the Property, as evidenced by, among other things:

a. Failing to prepare and deliver accounting and production reports;

b. Failing to consult with Tearlach prior to commencing operations on the Property;

c. Failing to prepare and deliver any AFE's for proposed or completed work on the Property;

d. Failing to file required reports with government authorities;

e. Failing to achieve economic production;

f. Failing to maintain good title to the Property;

g. Failing to obtain surface rights and access agreements that permitted the type of operations carried on by them on the Property and failing to maintain such agreements;

h. Failing to keep equipment in proper repair;

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$18,043,691.74) and, pursuant to the Uniform Foreign-Country Money Judgments Recognition Act ("UFCMJRA" or "revised Act"), California *Code of Civil Procedure* §§ 1713-1724, Judgment should be entered against Cross-Defendants in this action. This was presented as a separate Motion before this Court, but denied without prejudice due to concerns about service of process.

In the alternative, based on the points and authorities presented herein, and on the evidence to be presented at trial (in support of the facts enumerated in footnote 4, above), Defendants and Cross-complainants believe they must prevail at trial against the Cross-defendants, including Ingrid ALIET-GASS and separately-represented Glenn MORINAKA.[5]

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i. Failing to advise Tearlach of pending difficulties, including potential loss of leases due to non-payment or other action or inaction by them;

j. Failing to make government rental payments including, in particular, a $420 payment that resulted in the termination of an important lease which, but for corrective action taken by Tearlach and it staff, would have been lost permanently;

k. Failure to pay operating expenses as and when due;

l. Conducting themselves in a manner so as to attract litigation affecting, not only Western States and its principals, but the Property and Tearlach and its principals also;

m. Selecting production methods they knew or ought to have know would be uneconomic for the type of hydrocarbons and oil bearing formations located on the Property;

n. Continuing to focus substantially all of the efforts and expenditures on the Property on the Judkins lease even after receiving formal notice of termination, resulting in a complete loss of the work, effort and expenditures, including Tearlach's share thereof, and continuing to do so (and attempting to coerce Tearlach to contribute to the cost of such efforts) even after final judgment confirming effectiveness of that termination had been granted.

[5] Tearlach also discovered that G&O, Ingrid Aliet-Gass and Glen Morinaka had previously been subject to proceedings by the U.S. Securities and Exchange Commission (the "SEC") arising from preparation of misleading disclosure documents resulting in various sanctions, including cease and desist orders against each of G&O, Ingrid Aliet-Gass and Glen Morinaka and termination of GM's right to appear or practice as an accountant before the SEC. In noting that registration statements they prepared "contained affirmative material misrepresentations," the SEC stated "Gass and Morinaka assisted in the preparation and drafting of the disclosures in the registration statement. They were intimately familiar with the company's business and knew very well that it had no factories, no sales of product, no cash and no operations." [SEC Cease and Desist Order, File No. 3-10858.]

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Cross-defendant MORINAKA asserts that he had essentially nothing to do with these transactions. However, the evidence will demonstrate, among other things, that the Judkins lease was not valid. He filed false lease/affidavits in the Judkins case, he knew the Witmer B and Sentinel B leases were not valid, he knew the surface leases were not paid up to date, he knew 51,000 barrels were not in tanks, he knew production figures were not real, he knew equipment, pumps did not work, and he knew property reports were out of date. Moreover, he accepted Tearlach shares knowing representations made to Tearlach were not true, and that cash flows were false. He took part in discussions on the transaction between Plaintiffs and Defendants, and he acted as CFO, so he would have known about the undisclosed Gendlemen transactions which led to separate litigation against the Plaintiffs herein.

III. THE *UNIFORM FOREIGN-COUNTRY MONEY JUDGMENTS RECOGNITION ACT* PROVIDES FOR CALIFORNIA ENTRY OF THE CANADIAN JUDGMENT.

In 1962, in an effort to encourage states to codify their rules on recognition of money judgments rendered in foreign courts, the National Conference of Commissioners on Uniform State Laws ("NCCUSL") approved and recommended the UFMJRA. California adopted the UFMJRA in 1967. The California version, codified in sections 1713-1713.8 of the *Code of Civil Procedure*, tracks the Uniform Act almost word-for-word. Thus, it begins with definitions of "foreign state" (a governmental unit other than the United States) and "foreign judgment" (a money judgment of a foreign state other than for taxes, a fine or a penalty, or for family support). [CAL. CODE CIV. PROC. § 1713.1]

Pursuant to California *Code of Civil Procedure* section 1713.2, the Act applies to "any foreign judgment that is final and conclusive and enforceable where rendered even though an appeal therefrom is pending or it is subject to appeal." [Cal. *Code Civ. Proc*. § 1713.2.] A qualifying foreign judgment is deemed "conclusive between the parties," and is enforceable in the same manner as a sister-state judgment, except that a foreign country judgment may not be domesticated using the simplified registration process available for sister-state judgments. [Cal. *Code Civ. Proc*. § 1713.2.]

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The Act (in section 1713.4) specifies three conditions that render a foreign judgment "not conclusive," and thus not subject to recognition: (1) the foreign judicial system does not provide impartial tribunals or lacks procedural due process; (2) the foreign court did not have personal jurisdiction over the defendant; or (3) the foreign court did not have subject matter jurisdiction. [Cal. Cal. *Code Civ. Proc*. § 1713.4(a)(1)-(3).] None of these conditions apply in this case.

The Act precludes challenges to recognition based on lack of personal jurisdiction if—

(1) The defendant was personally served in the foreign state;

(2) The defendant voluntarily appeared in the proceedings other than to protect seized property or contest jurisdiction;

(3) The defendant had previously agreed to submit to the jurisdiction of the foreign court;

(4) The defendant was domiciled (for an individual) or had its principle place of business or was incorporated (for a corporate entity) in the foreign state;

(5) The defendant had a business office in the foreign state and the case involved a cause of action arising out of business done through that office; or

(6) The defendant operated a motor vehicle or airplane in the foreign state and the case involved a cause of action arising out of that operation. [Cal. *Code Civ. Proc*. § 1713.5(a)(1)-(6).] The Act also includes a catchall provision that California courts "may recognize other bases of jurisdiction." [Cal. *Code Civ. Proc*. § 1713.5(b).]

California adopted the revised Act in 2007, and it became effective in California January 1, 2008, applying to all recognition actions filed on or after that date. The revised Act adds a separate section on applicability, codified in California as section 1715 of the *Code of Civil Procedure*. Section 1715 specifies that the revised Act applies to foreign country judgments that grant or deny recovery of a sum of money, except judgments for taxes, a fine or other penalty, or family support. Section 1715 also provides that the revised Act applies to any foreign judgment that, "under the law of the foreign country where rendered, is final, conclusive, and enforceable." [Cal. *Code Civ. Proc*. § 1715.]

The revised Act provides that a party may seek recognition by filing a separate recognition action or, if a proceeding is already pending, raising the issue by "counterclaim, cross-claim, or

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affirmative defense." [Cal. *Code Civ. Proc*. § 1718.] Once recognized, a foreign country judgment is: (a) Conclusive between the parties to the same extent as the judgment of a sister state entitled to full faith and credit in this state would be conclusive, and (b) Enforceable in the same manner and to the same extent as a judgment rendered in this state. [Cal. *Code Civ. Proc*. § 1719.]

The revised Act places the burden of proof for establishing grounds to deny recognition on the party resisting recognition. [Cal. *Code Civ. Proc*. § 1716(d).] In proposing the revised Act, the NCCUSL commented that "[b]ecause the grounds for nonrecognition . . . are in the nature of defenses to recognition, the burden of proof is most appropriately allocated to the party opposing recognition of the foreign-country judgment." [Unif. Foreign-Country Money Judgments Recognition Act § 4, cmt. ¶ 13; see also *Bank Melli Iran v. Pahlavi*, 58 F.3d 1406, 1409 (9th Cir. 1995) (discussing cases).]

IV. JUDGMENT SHOULD ULTIMATELY BE ENTERED AGAINST CROSS-DEFENDANTS IN THIS CASE.

The Judgment in the Canadian Court is final, conclusive and enforceable. Indeed, it disposes of the very issues raised by the Plaintiffs herein in this action. Plaintiffs' Complaint Exhibit A, for example, is an "assignment" (executed only by Tearlach Resources (California) Ltd.) of certain oil and gas leases which were held to be invalid by the Court in *Susan Lee Judkins Gibson, etc., Plaintiffs, vs. Western States International, Inc., Defendant*, Kern County Superior Court case number S-1500-CV-259949 WDP. The other exhibits relate to the same assignment, and Exhibit B—the Letter Agreement upon which the suit is based—does not contain the contractual provisions alleged by Plaintiffs, but rather **requires dispute resolution in Canada, where judgment was entered in favor of moving party Tearlach Resources Limited.**

The actual Letter Agreement alleged to have been breached, as attached to the First Amended Complaint, is signed only by the plaintiffs, WESTERN STATES INTERNATIONAL, INC. and GAS & OIL TECHNOLOGIES, INC., and specifically provides for application of Canadian law, and Canadian venue for the resolution of any disputes. Specifically, paragraph 17.5 of the letter agreement (attached to the Complaint as Exhibit B) states: **"This Letter Agreement will be governed by and interpreted according to the laws of the Province of British Columbia,**

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Canada, and the parties hereby irrevocably agree to submit to the jurisdiction of the courts of thereof in connection with any disputes arising hereunder and irrevocably select Vancouver, British Columbia as the proper venue for any such disputes, provided that any disputes pertaining to ownership, registration or title to the Property shall be governed by the laws of the State of California and the Federal laws of the United States applicable therein and proper venue for the resolution of any such dispute shall be the superior court having jurisdiction in California which is located nearest to Monrovia, California." [Exhibit B to Complaint and First Amended Complaint, pages 18 and 19.][6]

V. IF JUDGMENT IS NOT ENTERED PURSUANT TO PLEADINGS SEEKING TO DOMESTICATE FOREIGN JUDGMENT, JUDGMENT SHOULD BE GRANTED AT TRIAL, BASED UPON THE SAME FACTS.

The facts presented by the Declarations and testimony of Tearlach's Charles Ross and Malcolm Fraser, and others, viewed with the exhibits to be presented at trial, proving those facts enumerated in footnote 4, above, fully support the entry of Judgment in favor of Defendants and Cross-complainants.

VI. THE PLAINTIFFS' COMPLAINT LACKS MERIT.

The claims of the Plaintiffs in their complaint wholly lack merit. Their first amended complaint essentially alleges (1) that Tearlach failed to issue to the Plaintiffs the "common share warrants," and (2) that Tearlach never funded the development of North Kern Front. Neither of these assertions have merit.

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[6] Plaintiffs reference this contractual provision in paragraph 10, but cleverly quoted **only a portion** (with only a single quotation mark) of the actual provision, which mandates Canadian law and venue for all disputes, other than those dealing with title to property, which is inapplicable in this case. Further, although the Plaintiffs claim the Letter Agreement was announced in April, 2006, but not signed until November 2006, it was in fact signed in April, 2006 and then amended and replaced by new "amended and restated" agreements twice thereafter – first by a May 30, 2006 "amended and restated agreement" and second by a November 14, 2006 "amended and restated agreement." All three agreements had the same provision set out above. For the last amendment, TEARLACH, Western States International, Inc., Gas & Oil Technologies, Inc. also signed a formal Amending agreement dated for reference November 14, 2006, as well as an amended and restated Letter Agreement. The amended agreement also provides, in section 7. "This Amending Agreement will be governed by and construed in accordance with the laws of British Columbia and the parties will attorn to exclusive jurisdiction of the Courts thereof and agree that Vancouver, British Columbia, shall be the appropriate venue for the commencement and prosecution of any such action."

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With respect to the "common share warrants," Tearlach did, in fact, issue the warrants, as evidence by the letters, e-mails, and attachment from the transfer agent. The warrants were issued in escrow, and are held by the registrar and transfer agent pursuant to escrow agreements made in compliance with TSX-V rules and policies which were signed by Western States and its principals. Indeed, Western States already converted and distributed the first tranche of the Special Warrants to its principal shareholders.

Plaintiffs are incorrect in connection with the funding of the North Kern Front. Tearlach did not have any obligation to fund the North Kern Front. The amended and restated agreement did have a provision respecting funding, but it is a condition to Tearlach's obligations for the exclusive benefit of Tearlach, not the reverse.[7] Tearlach's conditions of closing did not contain any financing provision or future funding arrangement. Tearlach never represented that it would fund the North Kern Front, but it did, in fact, end up funding a large part of the costs associated with it to preserve the property. Tearlach's expenses in this regard exceeded those of Western States. Moreover, most of the funds expended by Western States were on property it did not own—the Judkins Lease—making them worthless to all parties.

VII. CONCLUSION.

Cross-defendant TEARLACH RESOURCES, LTD. properly filed its action in the Supreme Court of British Columbia and, on June 3, 2009, recovered judgment against WESTERN STATES INTERNATIONAL, INC. and GAS & OIL TECHNOLOGIES, INC. in the sum of $18,043,691.74. Judgment was entered on August 17, 2009, remains intact and outstanding, and, pursuant to the authorities cited herein, should ultimately be entered by this California Superior Court as well.

It is respectfully submitted that this Court should ultimately enter judgment against WESTERN STATES INTERNATIONAL, INC. and GAS & OIL TECHNOLOGIES, INC. and their principals, including ALIET-GASS and MORINAKA, in the amount of $18,043,691.74, as the Canadian court saw fit to do. Cross-complainants have not yet been able to ascertain the full extent of the damages caused by the actions of the Cross-defendants, in large part because they are

[7] Section 9.2 of the Agreement provided that conditions including completion of financing "**shall be for the exclusive benefit of Tearlach** and may be waived, in whole or in part, by Tearlach at any time."

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continuing and increasing. They vastly exceed, however, the claims of the Plaintiff in this case, even if any such claims could be proven.

DATED: October 27, 2010 LAW OFFICES OF RICHARD D. FARKAS

By: ______________________________
RICHARD D. FARKAS,
Attorneys for Defendants
TEARLACH Resources Limited, TEARLACH Resources (California) Ltd., a California Corporation, Malcolm Fraser, an individual, and Charles Ross, an individual

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PROOF OF SERVICE

I am a resident of the State of California, I am over the age of 18 years, and I am not a party to this lawsuit. My business address is Law Offices of Richard D. Farkas, 15300 Ventura Boulevard, Suite 504, Sherman Oaks, California 91403. On the date listed below, I served the following document(s):

DEFENDANTS' AND CROSS-COMPLAINANTS' TRIAL BRIEF

_ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5 p.m. Our facsimile machine reported the "send" as successful.

XX by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth below.
I am readily familiar with the firm's practice of collecting and processing correspondence for mailing. According to that practice, items are deposited with the United States mail on that same day with postage thereon fully prepaid. I am aware that, on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing stated in the affidavit.

_ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, deposited with Federal Express Corporation on the same date set out below in the ordinary course of business; that on the date set below, I caused to be served a true copy of the attached document(s).

_ by causing personal delivery of the document(s) listed above to _______ at the address set forth below.

_ by personally delivering the document(s) listed above to the person at the address set forth below.

Edward A. Rose, Jr., Esq. 1550 Sixth Avenue San Diego, CA 92101 Fax: 760-432-6102	John M. Williamson, Esq. 1445 East Los Angeles Avenue Suite 301A Simi Valley, CA 93065

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: ___________________, 2010

____
KERRI CONAWAY

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