

FILED
U.S. DISTRICT COURT
DISTRICT OF KANSAS
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

WALL STREET UNDERGROUND, INC.,
a Delaware Corporation;
WEB FULFILLMENT CENTRE, INC.,
a Delaware Corporation;
DEREK ABRAHAMS, FRANK ASARO
and NICHOLAS A. GUARINO, JR.,

Defendants.

BY:)
AT:) CIVIL ACTION
CITY, KS.)

No. 03-2193-CM

COMPLAINT FOR INJUNCTIVE
AND OTHER EQUITABLE
RELIEF AND FOR CIVIL
PENALTIES UNDER THE
COMMODITY EXCHANGE ACT

I. SUMMARY

1. From at least January 1999 and continuing through the present ("the relevant time period"), Defendants Derek Abrahams, Frank Asaro and Nicholas Guarino, Jr. have fraudulently promoted and sold to the public several systems to be used for trading commodity futures and commodity options. They have fraudulently overstated the profit potential of their trading systems, failed to adequately warn of the risks inherent in trading commodity futures and commodity options, omitted material facts about Guarino's criminal background and history of fraudulent conduct, and made false money-back guarantees. These acts and practices constitute violations of Sections 40(1)(A) and 40(1)(B) of the Commodity Exchange Act ("Act"), 7 U.S.C. § 601(1)(A) and 601(1)(B) (2001), and Commission Regulation 4.41(a), 17 C.F.R. § 4.41(a) (2002).

2. Abrahams, Asaro and Guarino created Wall Street Underground, Inc. ("WSU") and Web Fulfillment Centre, Inc. ("Web") for the purpose of effectuating their fraudulent scheme. WSU was created to be a vehicle for the publication of Guarino's newsletter, called the *Wall Street Underground*. Web was created for the exclusive purpose of acting as an internal sales and customer service center for Guarino's and WSU's clients and prospective clients. Abrahams, Asaro, WSU and Web are also jointly and severally liable for the acts and practices of WSU and Web in that they collectively comprise a common enterprise (the "WSU Common Enterprise") through which they have received in excess of \$5 million from at least 1,000 customers in the United States, much of which has been directed to off-shore bank accounts located in the Cayman Islands and then moved to other bank accounts worldwide.

3. During the relevant time period, Abrahams was the president and a control person of WSU and Asaro was the president and a control person of Web. Abrahams and Asaro knowingly induced or did not act in good faith respecting the acts of WSU and Web and are thus liable as controlling persons for the acts and practices of WSU and Web, respectively, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2001).

4. Unless restrained and enjoined by this Court, Defendants are likely to continue to engage in the acts and practices alleged in the Complaint and in similar acts and practices, as more fully described below.

5. Accordingly, pursuant to Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2001), Plaintiff Commodity Futures Trading Commission ("Commission") brings this action to enjoin Defendants' unlawful acts and practices, and to compel their compliance with the provisions of the Act and regulations thereunder. In addition, the Commission seeks civil penalties, an

accounting, disgorgement, restitution and such other equitable relief as the Court may deem necessary or appropriate under the circumstances.

II. JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to Section 6c(a) of the Act, which authorizes the Commission to seek injunctive relief against any person whenever it shall appear to the Commission that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation or order thereunder.

7. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, in that Defendants are found in, inhabit, or transact business in this district, and the acts and practices in violation of the Act and Commission Regulations have occurred, are occurring, or are about to occur within this district, among other places.

III. THE PARTIES

A. The Plaintiff

8. The Commission is an independent federal regulatory agency that is charged with the responsibility for administering and enforcing the provisions of the Act, 7 U.S.C. §§ 1 et seq. (2001), and regulations promulgated thereunder, 17 C.F.R. §§ 1 et seq. (2002).

B. The Defendants

9. Wall Street Underground, Inc. is a Delaware Corporation. The registered agent for WSU is Inc. Plan, U.S.A. located at Trolley Square, Suite 26c in Wilmington, Delaware. WSU's principal place of business is 9003 W. 51st Street in Merriam, Kansas. WSU has never been registered with the Commission in any capacity.

10. Web Fulfillment Centre, Inc. is a Delaware Corporation. The registered agent for Web is American Incorporators, Ltd. located at 1220 N. Market Street, Suite 606 in Wilmington, Delaware. Web's principal place of business is 9003 W. 51st Street in Merriam, Kansas. Web has no purpose or business other than acting as WSU's internal sales and customer service center. Web has never been registered with the Commission in any capacity.

11. Nicholas A. Guarino, Jr., whose present residence is unknown, was registered with the Commission as an associated person of H.G.S.E. Commodities, Inc., ("H.G.S.E.") a registered futures commission merchant of which Guarino was the president and owner, from 1984 to 1987. He was also registered as a commodity trading advisor ("CTA") in 1985 and 1986. He is not currently registered with the Commission in any capacity. On March 18, 1992, Guarino was convicted of mail and wire fraud in connection with a scheme to sell gold and silver to the public. On that day, the U.S. District Court for the Western District of Arkansas sentenced him to 24 months imprisonment and to pay \$1,250,678 in restitution. He was released from the federal penitentiary at Leavenworth, Kansas, in May 1993. He never satisfied the restitution order.

12. Frank Asaro, who resides in Kansas City, Kansas, has never been registered with the Commission in any capacity. During the relevant time period, Asaro was the president of Web. He was also Guarino's cellmate at Leavenworth. He was released in December 1993.

13. Derek Abrahams previously resided in the Cayman Islands and his present residence is unknown. Abrahams has never been registered with the Commission in any capacity.

IV. FACTS

A. Statutory Background

14. A "commodity trading advisor" is defined in Section 1(a)(6) of the Act, 7 U.S.C. § 1(a)(6), in pertinent part, as any person who for compensation or profit, engages in the business of advising others, either directly or through publications, writings or electronic media, as to the value of or the advisability of trading in any commodity for future delivery on or subject to the rules of any contract market or derivatives transaction execution facility, or any commodity option.

15. Under Section 13(b) of the Act, any person who, directly or indirectly, controls any person who has violated the Act or Commission Regulations may be held liable for such violations to the same extent as such controlled person, if the controlling person did not act in good faith or knowingly induced, directly or indirectly, the acts constituting the violations.

B. Guarino's History of Fraud

16. On July 20, 1987, the National Futures Association ("NFA"), a self regulatory organization for the futures industry, fined H.G.S.E. \$100,000 and expelled it permanently from membership for mishandling and commingling customer funds, refusing to provide the NFA access to H.G.S.E.'s books and records, using deceptive and misleading promotional materials, and willfully filing materially false and misleading reports. NFA specifically identified Guarino, H.G.S.E.'s president and owner, as the cause of the violations.

17. On August 16, 1989, a federal grand jury in the Western District of Arkansas returned a true bill of indictment charging Guarino with fifteen counts of mail fraud and ten counts of wire fraud in connection with a scheme to sell precious metals to the investing public through the Harrison Gold and Silver Exchange, a corporation that was related to H.G.S.E. Commodities, Inc. Although Guarino obtained over \$1,250,678 from approximately 200

investors, he delivered to them neither gold nor silver and misappropriated the funds for himself. On March 18, 1992, he pled guilty to one count of mail fraud and one count of wire fraud and was sentenced to 24 months imprisonment and to pay \$1,250,678 in restitution.

C. Guarino's and WSU's Trading Recommendation Services

18. Throughout the relevant time period, Defendants have engaged in the business of providing advice to clients as to the value or advisability of trading commodity futures and commodity options. They offer to clients and prospective clients a variety of trading systems under various names, including among others, the Samurai Forecaster, Nick's Guerilla Trading Hotline ("Nick's Hotline") and the Electronic Wall Street Underground ("eWSU") (collectively, the "trading systems").

19. In addition to the various trading systems, Defendants sell a bi-monthly Wall Street Underground newsletter ("Letter"). The bi-monthly Letter sells for approximately \$100 per one year subscription and it includes recommendations on trading a variety of financial instruments, including commodity futures and commodity options.

20. The Letter and trading systems make specific buy and sell recommendations on commodity futures and commodity options, including gold futures, Japanese Yen futures and S&P 500 Index futures.

21. Defendants generally sell their trading systems for \$5,000 per one year subscription. Clients who subscribe to the trading systems receive a free computer and are notified of the trading signals via beeper or pager, faxes, and through the Internet.

22. Defendants promote the sale of their trading systems in the Letter, through the U.S. mail to subscribers of the Letter and to others, and over the radio.

23. Guarino is the author of the Letter, the designer of the trading systems, and is the author of the promotional material for the Letter and trading systems.

D. Fraudulent Promotions

24. Throughout the relevant time period, Defendants misrepresented the profit potential that could be realized from the use of their trading systems, failed to adequately warn of the risks inherent in futures trading and failed to state material facts concerning Guarino's history of fraudulent conduct.

25. For example, in promotions mailed to prospective clients from July 2002 through October 2002, Defendants made the following misleading claims, among others:

- You will need to hire a top-notch tax accountant to help you legally shelter the incredible money you will be making. Can you see going from trying to figure out how to pay all your bills to figuring out how to spend your millions?

- One million dollars in profits, guaranteed.

- How would you like to become a multi-millionaire in the next 5 months? ...

That's what people just like you who subscribe to eWSU did, following our specific recommendations.

- And when the Dow goes to 6,000, which eventually it must, you will make over \$3 million.

- I have a strategy to turn every \$10,000 invested in gold into \$124,000 in just a few months.

- My detailed, specific strategies can turn every \$10,000 invested in the Dow into \$2.5 million in 60-90 days.

- My insider Yen trading techniques helped eWSU subscribers turn \$5,000 Yen contracts into \$3.6 million in just 14 months.

- I haven't had a single losing trade recommendation this year. Not One (emphasis in original).

26. During the relevant time period, Defendants promoted the trading systems in the Letter by falsely claiming that Guarino had a successful trading record throughout 1999, and by making the following misrepresentation: "When I ran my gold and silver firm, I compiled the most successful documented track record ever in precious metals. One account I traded went from \$25,000 to \$225,000 in three months. Another account I traded . . . went from \$25,000 to \$1.2 million in nine months."

27. No WSU publication, and no employee of the Defendants, informed prospective clients that the NFA fined H.G.S.E., Guarino's "gold and silver firm", \$100,000 and expelled it permanently from membership for mishandling and commingling customer funds, refusing to provide the NFA access to H.G.S.E.'s books and records, using deceptive and misleading promotional materials, and willfully filing materially false and misleading reports. Nor did any WSU publication or employee of Defendants inform prospective clients that Guarino had been convicted of mail and wire fraud in connection with his fraudulent offer to sell gold and silver to the public.

E. False Refund Guarantees

28. During the relevant time period, Defendants' advertising in the Letter for the trading systems frequently included specific, money-back guarantees, variously promising the return of all, double or a prorated part of the subscription price paid by the prospective clients, if they were not fully satisfied with the performance of the trading systems and/or its trading recommendations. These claims were coupled with the extravagant claims of profit potential identified above, among others.

29. Defendants promoted these guarantees by the following claims, among others:

- A one-year subscription is \$5,000. It comes with my full money-back guarantee.

Either you make \$100,000 in the next twelve months following the recommendations in the Samurai Forecaster or I'll refund your subscription fee.

- \$5,000 is a dirt-cheap get-wealthy insurance policy. Especially one with a proven payoff, like you've never seen, and a 100% refund if you don't make a million dollars.
- You'll make a bundle in the coming crash, or I'll refund 100% of your subscription.
- Either you make a million dollars or you get a cashier's check for \$10,000.
- You'll make a guarantee of a million dollars in the next 6 months ... or the eWSU is Free. (emphasis in original).

30. The money-back guarantees were falsely conveyed the level of risk associated with trading commodity futures and options. Claims of a trading system refund policy coupled with extravagant claims of false profits misrepresents the existence of the substantial risks inherent in commodity futures and options trading.

31. During the relevant time period, the WSU Common Enterprise systematically ignored, denied, discouraged or unreasonably delayed honoring clients' requests for refunds. Clients who called Web to inquire about their refunds were routinely re-routed to various extensions until disconnected. The WSU Common Enterprise occasionally sent refund checks that were not honored by the bank due to insufficient funds. The WSU Common Enterprise made many clients wait for their money for six months or more after requesting their refund. They have yet to make refunds to many customers, even a year or more after their requests. Many clients received their refunds only after the Kansas Attorney General's Office contacted the WSU Common Enterprise.

F. Web and WSU Constitute a Common Enterprise and are Jointly and Severally Liable for Guarino's and WSU's Violations

32. In February 1999, Guarino, Abrahams and Asaro created Web for the sole purpose of acting as an internal sales and customer service center for WSU. WSU and Web share the same address in Merriam, Kansas. Clients and prospective clients can only contact WSU through Web.

33. During the relevant time period, Web accepted client orders, collected payments, and recommended futures commission merchants at which clients could open accounts and trade utilizing the trading systems' recommendations. Web shipped computers, facsimile machines, pagers, beepers, welcome packages, and audiocassette tapes containing Guarino's financial recommendations and commentaries.

34. Asaro and Web's customer service representatives gave clients instructions on how to use the computers and navigate through Guarino and WSU's website, affirmed the misrepresentations that Guarino's advice was accurate and successful, and failed to inform clients of Guarino's history of fraudulent conduct. Asaro had actual knowledge of Guarino's prior fraudulent conduct because he had been Guarino's cellmate at Leavenworth.

35. During the relevant time period, Web was responsible for explaining to clients the process for obtaining refunds. Web was also responsible for processing the refund requests and sending the requests to WSU for approval.

36. During the relevant time period, Web and WSU commingled funds. Web accepted customer checks made payable to WSU and transferred funds to WSU. Web also received funds from WSU to pay for business expenses such as salary and rent. Web maintained a checking account at Bank of America, N.A. in Wichita, Kansas, in the name "Web Fulfillment Centre Inc. dba Wall Street Underground." The account was opened by Asaro.

37. As part of the common enterprise with Guarino and WSU, Asaro and Web were, and still are, responsible for distributing Guarino and WSU's promotional literature, Letter and all programs and documentation necessary for the clients to use the trading systems.

G. Frank Asaro Is a Controlling Person of Web and Is Liable For Its Violations

38. During the relevant time period, Asaro controlled Web and knowingly induced, directly or indirectly, the acts described below that were in furtherance of Web's violations of the Act. He was the president of Web and was responsible for its daily operations and the activities of its employees.

39. Asaro and Abrahams coordinated the payment of Web's operational expenses and client refunds. Asaro was responsible for signing checks for Web's employees and refunds to clients. Asaro was primarily responsible for purchasing computers that would be sent to WSU's clients.

40. During the relevant time period, Asaro engaged in the following conduct:

- He created a bonus program to encourage Web employees to deter clients from canceling subscriptions for the \$5,000 trading systems and requesting refunds by switching clients to another trading system. Each employee received \$50 for every subscription to the trading system that they prevented from being cancelled.
- He extended client subscriptions without their consent, which made them ineligible for a refund. Clients who requested refunds were denied such refunds because Web's customer service representatives were told to tell clients that they were not eligible due to the extension of their subscription.

- He encouraged Web's customer service representatives to misrepresent the profit potential of the trading systems and to tell clients that Guarino's trading recommendations were true and accurate.
- He encouraged Web's customer service representatives to deny or delay client refunds by directing them to tell clients that they had never requested refunds, when they actually had.

H. Abrahams Is a Controlling Person Of Web and WSU and is Liable For Their Violations

41. In late 1998 or early 1999, Abrahams approached Asaro with the idea of creating Web to service WSU and its clients.

42. During relevant time period, Abrahams controlled Web and WSU and knowingly induced, directly or indirectly, the acts described below that were in furtherance of Web's and WSU's violations of the Act.

43. During the relevant time period, Abrahams gave Asaro money to pay Web's everyday business expenses and to pay client refunds. Abrahams paid Asaro to help market and distribute Guarino's and WSU's trading systems. He also participated in establishing leasing and rental agreements for Web.

44. Abrahams, along with Asaro, directed Web employees to pay refunds to certain clients, particularly those who complained to the Kansas Attorney General's Office, while denying other refund requests. Abrahams also signed refund checks for some of WSU's customers. Abrahams either failed to ensure that Web had in place procedures to promptly make refunds to customers upon request, or he directed Web and its employees not to comply with such procedures.

45. Abrahams opened offshore bank accounts in the Cayman Islands for WSU, and used those accounts to wire-transfer funds to Web to pay its everyday business expenses. He opened two credit card accounts that were connected to offshore bank accounts as a means of directing funds to Guarino. He also paid some of the fees required to maintain both WSU's and Web's corporate status.

46. Abrahams instructed Asaro and Web employees to destroy all client information and records of refunds requests for purchasers of the Letter and trading systems after he became aware of the fact that the Commission and the Kansas Attorney General's Office were investigating Guarino, WSU and Web.

V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT

COUNT I

VIOLATIONS OF SECTIONS 40(1)(A) AND 40(1)(B) OF THE ACT AND REGULATION 4.41(a): FRAUD BY A COMMODITY TRADING ADVISOR (GUARINO, WSU, WEB, ASARO AND ABRAHAMS)

47. The allegations contained in paragraphs 1 through 50 are alleged and incorporated herein by reference.

48. During the relevant time period, Guarino and WSU acted as CTAs in that, for compensation or profit, they engaged in the business of advising others as to the value or the advisability of trading in commodity futures and commodity options.

49. During the relevant time period, Guarino and WSU violated Sections 40(1)(A) and 40(1)(B) of the Act, in that, by use of the mails or other means or instrumentalities of interstate commerce, they directly or indirectly employed a device, scheme, or artifice to defraud clients or prospective clients, and they engaged in transactions, practices or courses of business which operated as a fraud or deceit upon such persons. The devices, schemes, artifices, transactions,

practices or courses of business included, but were not limited to, using false and misleading promotional material which overstated profit potential for the trading systems they were selling, failing to adequately warn of the risks inherent in trading commodity futures and commodity options, failing to disclose material facts about Guarino's history of fraudulent conduct, and misrepresenting the level of risk inherent in trading commodity futures and options contracts.

50. During the relevant time period, Guarino and WSU violated Commission Regulation 4.41(a), in that as CTAs, or principals thereof, they advertised in a manner which employed a device, scheme or artifice to defraud customers or prospective customers or involved transactions, practices, or courses of business which operated as a fraud or deceit upon such persons as described in the preceding paragraph.

55. Each material misrepresentation or deceptive omission made during the relevant time including, but not limited to, those specifically alleged herein, is alleged as a separate and distinct violation of Section 4o(l)(A) and 4o(l)(B) of the Act and Commission Regulation 4.41(a).

56. During the relevant time period, Web provided technical support and customer service exclusively to Guarino's and WSU's customers. Web has participated in the WSU Common Enterprise and is thus liable for Guarino's and WSU's violations of Section 4o(l)(A) and 4o(l)(B) of the Act and Commission Regulation 4.41(a).

57. Asaro and Abrahams directly or indirectly controlled Web and WSU, and did not act in good faith, or knowingly induced, directly or indirectly, the acts constituting Web's and WSU's violations, and are thus liable for Web's and WSU's violations of Sections 4o(l)(A) and 4o(l)(B) of the Act, and Commission Regulation 4.41(a), pursuant to Section 13(b) of the Act.

Abrahams, Asaro, WSU and Web are also jointly and severally liable for the acts and practices of WSU and Web in that they collectively comprise the WSU Common Enterprise.

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c(a) of the Act, and pursuant to its own equitable powers:

A. Find Defendants liable for violating Sections 40(1)(A) and 40(1)(B) of the Act, and Commission Regulation 4.41(a);

B. Enter orders of preliminary and permanent injunction enjoining Defendants and all persons insofar as they are acting in the capacity of their agents, servants, employees, successors, assigns, and attorneys and all persons insofar as they are acting in active concert or participation with them who receive actual notice of such order by personal service or otherwise, from directly or indirectly:

1. While acting as CTAs, or associated person of CTAs, employing any device, scheme, or artifice to defraud any client or prospective client; or engaging in any transaction, practice, or course of business which operates as a fraud or deceit upon any client or prospective participant, by use of the mails or any means or instrumentality of interstate commerce, in violation of Section 40(1) of the Act; or
2. While acting as CTAs, or principals thereof, advertising in a manner which employs any device, scheme or artifice to defraud any client or prospective client; or advertising in a manner which involves any transaction, practice or course of business which operates as a fraud or deceit upon any client or prospective client, in violation of Regulation 4.41(a).

C. Enter an ex parte statutory restraining order and an order of preliminary injunction pursuant to Section 6c(a) of the Act restraining Defendants and all persons insofar as they are acting in the capacity of their agents, servants, successors, employees, assigns, and attorneys, and all persons insofar as they are acting in active concert or participation with Defendants who receive actual notice of such order by personal service or otherwise, from directly or indirectly:

1. Destroying, mutilating, concealing, altering or disposing of any books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records or other property of Defendants, wherever located, including all such records concerning Defendants' business operations;
2. Refusing to permit authorized representatives of the Commission to inspect, when and as requested by those representatives, any books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records or other property of Defendants, wherever located, including all such records concerning Defendants' business operations; and
3. Withdrawing, transferring, removing, dissipating, concealing or disposing of, in any manner, any funds, or other property, wherever situated, including but not limited to, all funds, personal property, money or securities held in safes, safety deposit boxes and all funds on deposit in any financial institution, bank or savings and loan account held by, under the control of, or in the name of the Defendants;

D. Enter an order directing that Defendants provide the Plaintiff immediate and continuing access to Defendants' books and records, make an accounting to the Court of all of Defendants' assets and liabilities, together with all funds they received from clients, including the names, addresses and telephone numbers of any such clients from January 1999 up to the date of such accounting, and all disbursements for any purpose whatsoever of funds received from clients, including salaries, commissions, fees, loans and other disbursements of money and property of any kind, from January 1999 up to and including the date of such accounting;

E. Enter an order requiring Defendants immediately to identify and provide an accounting for all assets and property that they currently maintain outside the United States, including but not limited to all funds on deposit in any financial institution, futures commission merchants, bank or savings and loan account held by, under the control of, or in the name of the Defendants, whether jointly or otherwise, and requiring Defendants to repatriate all funds held in such accounts by paying them to the Clerk of the Court or as otherwise ordered by the Court, for further disposition in this case;

F. Enter an order prohibiting Defendants, all persons insofar as they are acting in the capacity of agents, servants, employees, successors, assigns, or attorneys of the Defendants, and all persons insofar as they are acting in active concert or participation with Defendants who receive actual notice of the Order by personal service or otherwise, from:

1. Engaging in, controlling, or directing the trading of any commodity futures and options accounts, on their own behalf or for on behalf of any other person or entity, whether by power of attorney or otherwise;
2. Introducing customers to any other person engaged in the business of trading in commodity futures and options;
3. Placing Orders, giving advice or price quotations or other information in connection with the purchase or sale of commodity futures and options contracts for themselves and others; and
4. Otherwise engaging in any business activities related to commodity futures and options trading.

G. Enter an order requiring Defendants to disgorge to any officer appointed or directed by the Court or directly to their customers all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act as described herein, including pre-judgment interest;

H. Enter an order requiring Defendants to make restitution by making whole each and every customer whose funds were received or utilized by them in violation of any provisions of the Act or Regulations thereunder as described herein, including pre-judgment interest;

I. Enter an order requiring Defendants to pay civil monetary penalties under the Act, to be assessed by the Court, in amounts of not more than the higher of \$110,000 for each violation of the Act or Regulations committed prior to October 23, 2000 or \$120,000 for each

violation on or after October 23, 2000, or triple the monetary gain to Defendants for each violation of the Act and Regulations described herein;

J. Enter an order requiring Defendants to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2412(a)(2) (1994); and

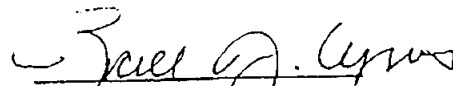
K. Enter an order for such further relief, as this Court may deem necessary and appropriate under the circumstances.


L. The Plaintiff hereby requests that the trial of this matter be held in Kansas City, Kansas.

Date: 4/21, 2003

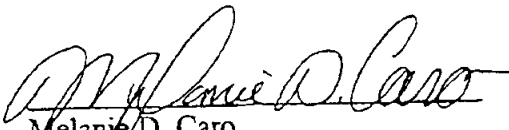
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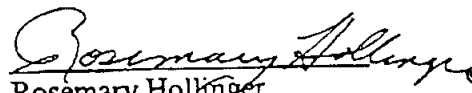
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