

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Civil Action No.

05-80002

CIV-HURLEY

HOPKINS

COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

vs.

UNITED INVESTORS GROUP, INC.; GREG P. ALLOTTA;
JAY M. LEVY; PAUL F. PLUNKETT; ANDREW D. ROSS;
and MICHAEL H. SAVITSKY III,

Defendants,

GREG ALLOTTA ENTERPRISES, INC. and MICHAEL
SAVITSKY, INC.,

Relief Defendants.

FILED BY: _____ J.C.
2005 JAN -3 AM 10:01
CLERK OF DISTRICT COURT
S.D. OF FLORIDA

**COMPLAINT FOR INJUNCTIVE AND OTHER
EQUITABLE RELIEF AND FOR CIVIL MONETARY PENALTIES
PURSUANT TO THE COMMODITY EXCHANGE ACT**

I. SUMMARY

1. Since at least August 2003, United Investors Group, Inc. (UIG) and several of its employees, including, but not limited to, Greg P. Allotta (Allotta), Jay M. Levy (Levy), and Michael Henry Savitsky III (Savitsky), fraudulently solicited members of the public to open accounts to trade options on commodity futures contracts (options) by misrepresenting and failing to disclose material facts concerning, among other things, (i) the likelihood that a customer would realize large profits from trading options; (ii) the risk involved in trading options; and (iii) the dismal performance record of UIG customers trading options. Between August 4, 2003 and June 30, 2004, UIG customers were charged more than \$4.25 million in

commissions and fees on these options trades while at the same time losing more than \$6.1 million with respect to these transactions. Some of the commissions were paid to certain corporate entities, including relief defendants Greg Allotta Enterprises, Inc. and Michael Savitsky, Inc.

2. Allotta, Levy, Savitsky and other UIG associated persons (APs) have engaged in, are engaged in, or are about to engage in acts and practices that violate the options-fraud provision of the Commodity Exchange Act (Act), Section 4c(b), 7 U.S.C. § 6c(b) (2002), and Commodity Futures Trading Commission (the Commission or CFTC) Regulations (Regulations) 33.10(a) and (c), 17 C.F.R. § 33.10(a) and (c) (2004). UIG is further liable for the acts of its employees, including, but not limited to, Allotta, Levy, and Savitsky, under Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B).

3. From October 2, 2003 to May 18, 2004, Andrew D. Ross (Ross) was listed as a principal of UIG and controlled the operations of UIG and its APs. Ross did not act in good faith or knowingly induced, directly or indirectly, the acts constituting the violations of the Act and Regulations. As a controlling person under Section 13(b) of the Act, 7 U.S.C. § 13c(b), Ross is liable for UIG's violations.

4. From May 18, 2004 to the present, Paul F. Plunkett (Plunkett) was listed as a principal of UIG and controlled the operations of UIG and its APs. Plunkett did not act in good faith or knowingly induced, directly or indirectly, the acts constituting the violations of the Act and Regulations. As a controlling person under Section 13(b) of the Act, 7 U.S.C. § 13c(b), Plunkett is liable for UIG's violations.

5. Accordingly, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, plaintiff Commission brings this action to enjoin defendants' unlawful acts and practices and to compel

defendants' compliance with the above-referenced provisions of the Act and Regulations. In addition, the Commission seeks civil monetary penalties, restitution to customers for losses proximately caused by defendants' fraud, disgorgement of defendants' ill-gotten gains, and such other relief as the Court may deem necessary or appropriate.

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

II. JURISDICTION AND VENUE

7. The Act establishes a comprehensive system for regulating the purchase and sale of commodity futures contracts, including the options offered by UIG. The Court possesses jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, which provides that, whenever it shall appear to the Commission that any 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 promulgated thereunder, the Commission may bring an action against such person to enjoin such practice or to enforce compliance with the Act.

8. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), because defendants are found in, inhabit, or transact business in this District and/or violations of the Act have occurred, are occurring, or are about to occur within this District, among other places. Specifically, defendant UIG and relief defendant Greg Allotta Enterprises, Inc. are Florida corporations with principal offices in Boca Raton, Florida, and relief defendant Michael Savitsky, Inc. is a Florida corporation with its principal office in Lighthouse Point, Florida. Further, defendants Ross and/or Plunkett have supervised UIG's Boca Raton, Florida office since at least October 2003. In addition, defendants Allotta, Levy, and Savitsky have

fraudulently solicited customers from UIG's Boca Raton, Florida office since at least August 2003.

III. REGULATORY BACKGROUND

9. The Act and Regulations establish various categories of Commission registrants.

10. An Introducing Broker (IB) is any person who is "engaged in soliciting or in accepting orders for the purchase or sale of any commodity for future delivery on or subject to the rules of any contract market . . . who does not accept any money, securities, or property . . . to margin, guarantee, or secure any trades or contracts that result or may result therefrom." Section 1a(23) of the Act, 7 U.S.C. § 1a(23).

11. UIG has been an IB of Universal Financial Holding Company (UFHC), a Futures Commission Merchant (FCM), since August 2003. As such, UFHC accepts funds from UIG customers and holds those funds in UFHC accounts. UIG does not handle any customer funds.

12. Any natural person associated with an IB or FCM, who (i) solicits or accepts customers' or options customers' orders or (ii) supervises any person or persons so engaged, must register as an AP. Regulation 1.3(aa)(1) and (2), 17 C.F.R. § 1.3(aa)(1) and (2); Regulation 3.12(a), 17 C.F.R. § 3.12(a).

IV. THE PARTIES

13. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged with administering and enforcing provisions of the Act, 7 U.S.C. §§ 1 *et seq.*, and the Regulations.

14. Defendant **United Investors Group, Inc.** is a Florida corporation with its principal place of business at 6909 Southwest 18th Street, Suite 301, Boca Raton, Florida 33433. UIG has been registered with the Commission as an IB from May 7, 2001 to the present.

15. Defendant **Greg P. Allotta** is an individual residing at 384 Mohawk Lane, Boca Raton, Florida 33487. On August 4, 2003, Allotta registered as an AP of UIG. Presently, Allotta is registered as an AP of Commodity Trading Group (effective October 11, 2004). Further, Allotta is a defendant in Commodity Futures Trading Commission v. First American Investment Services, Inc., et al, Civil Action No. 04-60744 (S.D. Fla.).

16. Defendant **Jay M. Levy** is an individual residing at 3370 NE 190th Street, #3211, Aventura, Florida 33180. On August 12, 2003, Levy registered as an AP of UIG. Currently, Levy is registered as an AP of Commodity Trading Group (effective October 11, 2004).

17. Defendant **Paul F. Plunkett** is an individual residing at 333 NE 19th Avenue, Apt. 301, Deerfield, Florida 33441. Plunkett was listed as a principal of UIG from October 15, 2003 to March 26, 2004 and from May 17, 2004 until the present.

18. Defendant **Andrew D. Ross** is an individual residing at 33 E. Camino Real, Suite #202, Boca Raton, Florida 33432. Ross was listed as a principal of UIG from October 2, 2003 to May 18, 2004. He currently is not registered as an AP or listed as a principal of any IB.

19. Defendant **Michael H. Savitsky III** is an individual residing at 1560 SW 15th Street, Boca Raton, Florida 33486. He was registered as an AP of UIG from May 10, 2001 to November 27, 2001. On August 4, 2003, Savitsky again registered as an AP of UIG, where he remains registered. As a result of a violation of National Futures Association¹ rules, Savitsky's registration has been conditional since December 1, 2003. Further, Savitsky is a defendant in Commodity Futures Trading Commission v. First American Investment Services, Inc., et al, Civil Action No. 04-60744 (S.D. Fla.).

¹ The National Futures Association is the futures industry's self-regulating organization.

20. Relief defendant **Greg Allotta Enterprises, Inc.** is a Florida corporation with its principal place of business at 384 Mohawk Lane, Boca Raton, Florida 33487. It has never been registered with the Commission.

21. Relief defendant **Michael Savitsky, Inc.** is a Florida corporation with its principal place of business at 4721 N.E. 22 Avenue, Lighthouse Point, Florida 33064. It has never been registered with the Commission.

V. FACTUAL STATEMENT

A. **UIG'S Operations**

22. Since at least August 2003, Allotta, Levy, Savitsky, along with other UIG APs, including, but not limited to, Greg Atz (Atz), David Behnken (Behnken), Tony Bobba (Bobba), Michael Casey (Casey), Sabrina Casimir (Casimir), Vincent Monti (Monti), Harris Shapiro (Shapiro), Gerald Sipe (Sipe), Richard Stern (Stern), and Hal Wisun (Wisun) (collectively, UIG APs) have solicited members of the general public to open accounts to trade options. From August 2003 through the end of June 2004, options trading by these customers earned UIG and its APs more than \$4.25 million in commissions and fees and resulted in more than \$6.1 million in customer losses.

23. To induce customers to trade, Allotta, Levy, and Savitsky, as well as other UIG APs, misrepresented the risks and rewards of trading options. In telephone calls, UIG APs engaged in fraudulent sales solicitations by knowingly misrepresenting and failing to disclose material facts concerning, among other things: (i) the profit potential of options; (ii) the risk involved in trading options; and (iii) the poor performance record of UIG customers trading options.

24. Ross was a principal of UIG from October 2, 2003 through May 18, 2004, and, during that time, he was responsible for the supervisory duties involved in UIG's daily operations. Ross was responsible for hiring and firing UIG APs, for monitoring their work (including sales solicitations), and he ultimately was responsible for any disciplinary actions taken with respect to UIG APs. In addition, Ross identified himself as UIG's compliance officer, and he was responsible for obtaining, reviewing, responding to, and resolving customer complaints. Ross has spoken to some UIG customers regarding their complaints about UIG APs. Ross's office was near the room where the UIG APs telephoned customers, and he routinely walked around this room so that he could observe the solicitation activity.

25. Plunkett was responsible for training UIG employees while he was principal, and, after Ross left UIG on May 18, 2004, Plunkett assumed Ross's role at UIG and became primarily responsible for the supervisory duties involved in UIG's daily operations. In this regard, Plunkett continued to train UIG APs, was responsible for monitoring the work (including the sales solicitations) of UIG APs and for disciplinary actions taken with respect to UIG APs. In addition, Plunkett was responsible for obtaining, reviewing, responding to, and resolving customer complaints.

26. Ross and Plunkett directly or indirectly controlled UIG and its APs, knew about their fraudulent sales solicitations, and did not prevent or correct this conduct.

B. Misrepresentations Regarding the Profit Potential of Options

27. Allotta, Levy, and Savitsky, as well as other UIG APs, systematically misrepresented the profit potential and the likelihood that this profit would be achieved. In addition, these APs provided deceiving trading advice that improperly relied on seasonal trends, well-known public information already factored in by the relevant commodity markets, and misleading leveraging examples to entice customers to trade through UIG.

28. For example, Allotta, Levy, and Savitsky, as well as other UIG APs, repeatedly informed their customers that they would make substantial amounts of money in a very short time by trading options. These statements included the following:

- a) Allotta represented to a customer that he would double or triple his money by investing in bonds;
- b) Allotta guaranteed one customer that, in only a few days, he would make a 100% return on a \$25,000 investment in heating oil options;
- c) Allotta told a customer that he would make the customer rich and that, within weeks, he could provide the customer a seven figure return if the customer increased his investment from \$5,000 to \$15,000;
- d) Levy told a customer that an additional \$34,000 investment would generate over \$100,000 in only one week;
- e) Levy guaranteed one customer that he would profit on unleaded gasoline options and that he could turn an \$85,000 investment into \$200,000, regardless of which way the market moved;
- f) Levy guaranteed another customer that he would profit on Euro options and that, in only a few weeks, he would triple an \$80,000 investment or double a \$30,000 investment;
- g) Savitsky told a customer that, in only two months, he should make at least \$14,000 on a \$3,000 investment;
- h) Savitsky convinced customers to trade options through UIG by telling them that his clients were making a lot of money;

- i) Bobba told a customer that he would definitely make a profit on his purchase of unleaded gasoline options and that, given a few weeks, he could turn a \$17,000 to \$18,000 investment in unleaded gasoline options into \$75,000;
- j) Stern told a customer that a \$5,000 investment in unleaded gas options in March would generate \$35,000 to \$40,000 by summertime; and
- k) Sipe told a customer that he could double his money in a couple of weeks by trading heating oil options.

29. Allotta, Levy, and Savitsky, as well as other UIG APs, routinely told their customers to trade options based primarily upon seasonal trends and well-known public information. Seasonal trends and well-known public information already are factored into the price of the underlying option. Nevertheless, Allotta, Levy, and Savitsky, as well as other UIG APs, habitually referred to seasonal trends and other well-known public information as the primary, if not the sole, basis to trade options. For example:

- a) Allotta, Savitsky, and other UIG APs told customers that the price of heating oil rises in the winter and, therefore, options on these commodities would be profitable;
- b) Levy and other UIG APs told customers that the price of unleaded gas rises in the summer when travel increases and, therefore, unleaded gas options would be profitable;
- c) Allotta, Levy, and other UIG APs told customers that the war in Iraq affects the price of oil, and, therefore, crude oil, unleaded gas and/or heating oil options would be profitable; and

- d) Allotta, Levy, and other UIG APs based predictions regarding the purchase of options on other publicly available information, such as announcements from the European Central Bank, the threat of terrorism, planned production cuts by OPEC, OPEC reports, OPEC meetings, pipeline sabotage in Kuwait, an oil well fire in Texas, and the shortage of oil in the United States.

30. Allotta, Levy, and Savitsky, as well as other UIG APs, also enticed customers to invest using misleading leverage examples that highlighted large profit potential with only a small investment amount. These leverage examples suggested to customers that small movements in the market would generate large profits. For example:

- a) Levy told a customer that his \$34,000 investment in Euro options would be worth \$100,000 if the market moved up four cents and worth \$97,000 if the market moved down four cents;
- b) Savitsky told a customer that he would make \$420 per option each time the heating oil market moved one cent;
- c) Shapiro and Bobba represented to customers that they would make \$420 per option each time the market moved one cent thereby profiting \$12,600 on three \$1,000 options with only a ten-cent increase in the market; and
- d) Monti told a customer that, for every ten-cent increase in the price of unleaded gas, the customer could expect to make \$21,000 profit on a \$5,000 investment in unleaded gasoline options.

31. Allotta, Levy, and Savitsky, as well as other UIG APs, commonly told customers that they needed to invest immediately or they might lose profits. By using this high-pressure tactic, Allotta, Levy, and Savitsky, as well as other UIG APs, gave the impression that profits

were certain or guaranteed, the only variable being the amount of profit to be made. Among these type of representations:

- a) Allotta told a customer that this "was a once in a lifetime opportunity" and that he should do whatever he could to come up with money to invest;
- b) Levy told a customer could quickly make thousands of dollars by prematurely cashing in \$40,000 in certificates of deposit and reinvesting the funds in Euro options, but he would need to act immediately;
- c) Savitsky told a customer that a delay in trading could cause him to lose out on profits;
- d) Sipe told a customer that he needed to act fast because he would lose out on profits if he waited;
- e) Atz told a customer that he would need to purchase unleaded gas options within three days if the customer wanted to take full advantage of the opportunity to make considerable financial gains; and
- f) Stern told a customer that he "needed to act fast because unleaded gas had gone up another penny as we spoke."

C. Misrepresentations and Omissions Concerning the Risk of Options Trading

32. Allotta, Levy, and Savitsky, as well as other UIG APs, also routinely failed to disclose adequately the risk of loss inherent in trading options. For example:

- a) Levy and Allotta told customers that their strategies of purchasing both calls and puts made options a risk-free investment and that it was impossible to lose money trading options through UIG because they were going to make money whether the market moved up or down;

- b) Allotta and Shapiro told customers they could not lose much money trading options because UIG would have stop-loss orders in place to protect their investments;
- c) Savitsky told a customer that he would use stop-loss orders to limit the customer's losses to only \$1,700; and
- d) Atz and Bobba represented that stop-loss orders would prevent customers from losing more than fifty percent of their investments.

D. Failure to Disclose UIG's Losing Performance Record

33. Although Allotta, Levy, Savitsky and other UIG APs urged customers to invest immediately with promises of large profits with little or no risk, they never disclosed that the firm's trading strategy resulted in millions of dollars in customer losses. In fact, many UIG customers were told that their UFHC accounts were making money when they actually were losing money. Despite these mounting losses, Allotta, Levy, Savitsky and other UIG APs continued to solicit new customers by highlighting profit without disclosing the fact that an overwhelming majority of UIG customers lose most, if not all, of their investment.

34. Between August 4, 2003 and June 30, 2004, UIG opened 364 new options trading accounts. Of the 364 accounts, 295 were closed as of June 30, 2004. Over 97% of these closed accounts (288 customers) lost money over an average account life of just 66 days. Those 288 customers realized combined losses of approximately \$4,716,670. Of the 7 accounts which realized a net profit, collectively they realized a gain of approximately \$11,585 with the most successful customer showing a net profit of approximately \$5,481 (net of commissions and fees). Each of the 69 accounts that remained opened as of June 30, 2004 had lost money. Collectively, these open accounts had realized losses that totaled approximately \$1,428,507.

35. Overall, over 98% of UIG customers who opened accounts through UIG collectively lost approximately \$6,133,592 between August 4, 2003 and June 30, 2004. At the same time, UIG generated approximately \$4,252,628 in commissions and fees from customers.

E. Greg Allotta Enterprises, Inc. and Michael Savitsky, Inc. are Relief Defendants

36. Pursuant to federal common law, Greg Allotta Enterprises, Inc. and Michael Savitsky, Inc. are relief defendants because they each have received ill-gotten funds from defendants' fraudulent conduct and, therefore, must disgorge all ill-gotten gains regardless of whether they actually violated the options-fraud provision of the Act or Rules.

37. As a result of their fraudulent conduct, defendants Allotta and Savitsky received commission payments from UIG customers. These commission payments to Allotta and Savitsky were received through Greg Allotta Enterprises, Inc. and Michael Savitsky, Inc., respectively.

VI. VIOLATIONS OF THE COMMODITY EXCHANGE ACT

COUNT ONE: OPTIONS FRAUD

**Violations of Section 4c(b) of the Act
and Section 33.10(a) and (c) of the Regulations**

38. Paragraphs 1 through 37 are realleged and incorporated herein by reference.

39. Section 4c(b) of the Act, 7 U.S.C. § 6c(b), makes it unlawful to

offer to enter into, enter into or confirm the execution of, any transaction involving any commodity regulated under th[e] Act which is of the character of, or is commonly known to the trade as, an "option", "privilege", "indemnity", "bid", "offer", "put", "call", "advance guaranty", or "decline guaranty", contrary to any rule, regulation, or order of the Commission prohibiting any such transaction or allowing any such transaction under such terms and conditions as the Commission shall prescribe.

40. Regulation 33.10, 17 C.F.R. § 33.10, makes it

unlawful for any person directly or indirectly—(a) [t]o cheat or defraud or attempt to cheat or defraud any other person; (b) [t]o make or cause to be made to any other person any false report or statement thereof or cause to be entered for any person any false record thereof; (c) [t]o deceive or attempt to deceive any other person by any means whatsoever in or in connection with an offer to enter into, the entry into, the confirmation of the execution of, or the maintenance of, any commodity option transaction.

41. Many of the misrepresentations and omissions set forth in paragraphs 27 through 35 appear to be of an ongoing nature. These misrepresentations and omissions are similar from AP to AP and vary only slightly (if at all) from customer to customer.

42. As described above in paragraphs 27 through 35, Allotta, Levy, and Savitsky, as well as other UIG APs, in or in connection with offers to enter into, the entry into, the confirmation of the execution of and the maintenance of options transactions cheated or defrauded or attempted to cheat or defraud customers, and deceived or attempted to deceive customers, by knowingly misrepresenting and failing to disclose material facts, concerning, among other things, the likelihood that a customer would realize large profits from trading options; the risk involved in trading options; and the poor performance record of UIG customers trading options, in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Regulation 33.10(a) and (c), 17 C.F.R. § 33.10(a) and (c).

43. Greg Allotta Enterprises, Inc. and Michael Savitsky, Inc. are relief defendants. Each has received commission payments as a result of the fraud committed by defendants and, therefore, must repay this money.

44. The foregoing acts, misrepresentations, omissions, and failures of Allotta, Levy, and Savitsky, as well as other UIG APs, occurred within the scope of their employment with

UIG; therefore, UIG is liable for these acts pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B).

45. Ross directly or indirectly controlled Allotta, Levy, and Savitsky, as well as other UIG APs, and did not act in good faith or knowingly induced, directly or indirectly, the act or acts constituting the violations alleged as to UIG and its APs (including, but not limited to, Allotta, Levy, and Savitsky). Ross, therefore, is a controlling person and is liable for these violations pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b).

46. Plunkett directly or indirectly controlled Allotta, Levy, and Savitsky, as well as other UIG APs, and did not act in good faith or knowingly induced, directly or indirectly, the act or acts constituting the violations alleged as to UIG and its APs (including, but not limited to, Allotta, Levy, and Savitsky). Plunkett, therefore, is a controlling person and is liable for these violations pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b).

47. Each material misrepresentation and omission of UIG and its APs, including, but not limited to, those specifically alleged herein, is a separate and distinct violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Section 33.10(a) and (c) of the Regulations, 17 C.F.R. 33.10(a) and (c).

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that the Court, as authorized by Section 6(c) of the Act, 7 U.S.C. § 13a-1, and pursuant to its own equitable powers, enter:

- a) an order finding that UIG, Allotta, Levy, Plunkett, Ross, and Savitsky violated Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Regulation 33.10(a) and (c), 17 C.F.R. § 33.10(a) and (c);

- b) a permanent injunction prohibiting UIG, Allotta, Levy, Plunkett, Ross, and Savitsky, as well as any other person or entity associated with them, including any successor thereof, from engaging in conduct in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Regulation 33.10(a) and (c), 17 C.F.R. § 33.10(a) and (c), and from engaging in any commodity-related activity, including soliciting new customers;
- c) an order directing UIG, Allotta, Levy, Plunkett, Ross, Savitsky, Greg Allotta Enterprises, Inc., and Michael Savitsky, Inc., as well as any other person or entity associated with them, including any successor thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received from the acts or practices which constitute violations of the Act or Regulations, as described herein, and interest thereon from the date of such violations;
- d) an order directing UIG, Allotta, Levy, Plunkett, Ross, and Savitsky, as well as any other person or entity associated with them, including any successor thereof, to make full restitution, pursuant to such procedure as the Court may order, to every customer whose funds were received by them as a result of acts and practices which constituted violations of the Act and Regulations, as described herein, and interest thereon from the date of such violations;
- e) an order directing UIG, Allotta, Levy, Plunkett, Ross, and Savitsky to pay a civil monetary penalty in the amount of not more than the higher of \$120,000 or triple the monetary gain to each defendant for each violation of the Act or Regulations; and

f) such other and further remedial ancillary relief as the Court may deem appropriate.

Respectfully submitted by,

Richard Glaser
Commodity Futures Trading Commission,
Division of Enforcement
1155 21st Street, N.W.
Washington, D.C. 20581
202-418-5358
202-418-5519 (fax)

Charles D. Marvine
Rachel A. Hayes
Commodity Futures Trading Commission,
Division of Enforcement
Two Emanuel Cleaver II Boulevard, Suite 300
Kansas City, Mo 64112
816-960-7743 (Marvine)
816-960-7741 (Hayes)
816-960-7750 (fax)