UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re: PALM BEACH FINANCE PARTNERS, L.P., a Delaware limited partnership and PALM BEACH FINANCE II, L.P., a Delaware Limited Partnership, Debtors,	Chapter 7 Case No. 09-36379-BKC-PGH
Barry Mukamal, as Liquidating Trustee of Palm Beach Finance Partners, L.P. ("PBFP") and Palm Beach Finance II, L.P. ("PBFII"), Liquidating Trusts, Plaintiffs, v. ATRADIUS TRADE CREDIT INSURANCE, INC.; THE CHRISTENSEN GROUP, INC. d/b/a CHRISTENSEN GROUP INSURANCE RESOURCES INTERNATIONAL, Defendants.	Adv. Proc. No. 11-02886

FIRST AMENDED COMPLAINT

Barry Mukamal, as Liquidating Trustee (the "Trustee") of the Palm Beach Finance Partners ("PBFP") Liquidating Trust and the Palm Beach Finance II, L.P. ("PBFII") Liquidating Trust, pursuant to Federal Rule of Bankruptcy Procedure 7001; the Florida Fraudulent Conveyance Law, s. 726.105; and 11 U.S.C. §§ 542, 544, 548 and 550, files this First Amended Adversary Complaint against Atradius Trade Credit Insurance, Inc. ("Atradius") and The Christensen Group, Inc. d/b/a : Christensen Group Insurance Resources International ("Christensen") (collectively, the "Defendants"), and alleges as follows:

INTRODUCTION

1. The Trustee brings this action to recover over $2 million in insurance premium payments made to the Defendants from January 2005 through July 2008 for the benefit of PBFP and PBFII. These payments were made by PBFP and PBFII to the Defendants for credit insurance that insured accounts receivable from the purported sales of electronic merchandise by entities controlled or affiliated with Thomas J. Petters (the "Petters Entities") to major retailers such as Wal-Mart; BJ's Club; Boscov's and others (the "Retailers").

2. In addition, the Trustee seeks to recover for the damages sustained by the Debtors as a result of the failure of the defendants to exercise due care in the brokering and underwriting of the credit insurance purchased by the Debtors. On account of their negligence, the Defendants failed to uncover the lack of any substance to the purported sales by the Petters Entities, thereby enabling the Petters Entities to defraud the Debtors, resulting in the loss of virtually all of the investments made by the Debtors in the Petters Entities'.

3. At all relevant times, PBFP and PBFII were commercial lenders to the Petters Entities. Loans by PBFP and PBFII were made in the form of promissory notes, and facilitated the alleged purchase of merchandise by the Petters Entities for resale to the various Retailers. However, there were no sales to the retailers and there was no merchandise, as the Petters Entities were engaged in an elaborate Ponzi scheme that was uncovered and exposed by the FBI in September 2008 (the "Ponzi Scheme").

4. In connection with the loans made by the Debtors, PBFP and PBFII also paid for credit insurance that ostensibly insured the Petters Entities accounts receivable alleged sales to the various Retailers against the possibility of the Retailers' insolvency. However, because there

were no sales, there were no accounts receivable for the Defendants to insure, and therefore no risk of loss.

5. Furthermore, because there were no sales and, thus no accounts receivable, the promissory notes of the Petters Entities held by PBFP and PBFII were worthless. These notes were the primary assets held by PBFP and PBFII. Therefore, at all relevant times, PBFP and PBFII were insolvent in that their liabilities exceeded their assets, they could not pay bills as they became due and they maintained insufficient capital to carry out their business.

6. Defendants were, at all relevant times, aware that Plaintiffs were paying for the credit risk insurance and that Plaintiffs could not lend money to the Petters Entities without their involvement.

GENERAL ALLEGATIONS

7. On November 30, 2009 (the "Petition Date"), PBFP and PBFII (collectively, the "Debtors") filed a voluntary Chapter 11 bankruptcy petition. The Debtors' cases are being jointly administered under the caption *In re Palm Beach Finance Partners, L.P., et al.,* case no. 09-36379-BKC-PGH. On February 2, 2010, upon the motion of the United States Trustee for the Southern District of Florida, the Court entered an Order approving the selection of Barry Mukamal as Chapter 11 Trustee for both Debtors.

8. Palm Beach Finance Partners, L.P. is a Delaware Limited Partnership with its principal place of business in Palm Beach Gardens, Florida.

9. Palm Beach Finance II is a Delaware Limited Partnership with its principal place of business in Palm Beach Gardens, Florida.

10. Defendant Atradius is an insurance company with its principal place of business in Baltimore, Maryland that has also issued insurance under the names of various predecessor

entities, including but not limited to Gerling NCM Credit Insurance, Inc. d/b/a NCM Americas, Inc. Atradius and its predecessors hereafter will be collectively referred to as "Atradius."

11. Defendant Christensen Group, Inc. d/b/a Christensen Group Insurance Resources International ("Christensen") is an insurance broker with its principal place of business in Minnetonka, Minnesota.

JURISDICTION AND VENUE

12. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1334(b) and (e) because this adversary proceeding arises in, is related to and arises under the Chapter 11 case, *In re Palm Beach Finance Partners, L.P., el al.*, pending in the United States Bankruptcy Court for the Southern District of Florida, jointly administered as Case No. 09-36379, and involves property of the Debtors' bankruptcy estates.

13. Venue is proper pursuant to 28 U.S.C. § 1409(a).

BACKGROUND

The Credit Insurance Policies

14. For at least a decade, Atradius provided Petters Entities with credit insurance, brokered by Christensen, that insured purported accounts receivable from default by the alleged buyers of the Petters Entities' fictitious products. The Debtors began making premium payments for this credit insurance on behalf of the Petters Entities in January 2005.

15. Upon information and belief, in 2005, Atradius was the second largest credit insurer worldwide, with a 25% market share and a premium volume of more than $1.3 billion. In connection with its initial sale of credit insurance to the Debtors, Atradius represented that it "offered a wealth of underwriting expertise, trade sector and worldwide market intelligence and tailored credit insurance solutions," and that it had a "proven expertise in all aspects of

receivables management, information on more than 34 million buyers worldwide and strategic global positioning."

16. The Atradius credit insurance policies consisted of the standard policy agreement, which contained terms, definitions and coverage descriptions, which applied to all policies, and endorsements, which described the particular coverage, premium and other terms specific to each Retailer who was purportedly buying merchandise from the Petters Entities. By the standard policy agreement and specific endorsements, the triggering event for coverage - buyer default - remained the same across all policies, while the coverage limits and premium would change depending on the Retailer and the amount of accounts receivable for which the Petters Entities sought coverage for any given Retailer.

17. Each of the policies relevant to the litigation at bar (collectively, the "Policies") required the payment of an initial deposit premium, which was calculated as a percentage of the Petters' Entities' estimated sales over the policy period to a particular Retailer. At the end of the policy period, a final premium was to be calculated as a percentage of actual sales during that term, and, if the final premium was greater than the deposit premium, Atradius was entitled to payment for the difference.

18. Upon information and belief, the Debtors made the first premium payment on behalf of the Petters Entities in January 2005, in the amount of $14,437.50. Thereafter, the Debtors made additional premium payments until the Petters Entities' Ponzi scheme was revealed in September 2008. During this period, PBFP made premium payments totaling $837,169.13, while PBFII made premium payments of $1,442,186.00. (the "Payments") (A schedule setting forth the premium payments made by the Debtors is annexed hereto as Exhibit A). These sums were paid directly by PBFP and PBFII to the Christensen Group. Upon

information and belief, the policies initially purchased by PBFP and PBFII were assigned policy numbers 602020 and 675720, respectively, and were renewed by Atradius on an annual basis until 2007, when policy numbers 812379 and 812374 were assigned to the renewal policies purchased by PBFP and PBFII, respectively.

19. Neither of the Debtors was named as an insured under any of the Policies, but the Debtors were identified as loss payees on the policies.

Common Policy Terms for coverage

20. Each of the Policies insuring sales to the Retailers provided that the Petters Entities would provide Atradius at the end of the policy period with an annual report of goods and services sold and delivered to the Retailer during the prior twelve months.

21. On information and belief, the Petters Entities never provided Atradius or Christensen with an annual report of actual sales and deliveries because no such sales existed.

22. On information and belief, at all relevant times that the Policies insuring the sales in question were effective, there were no actual sales.

The Debtors' Premium Payments

23. As stated above, even though the Petters Entities procured the above-described credit insurance and the Petters Entities were the named insureds under the Policies, Atradius was at all times aware that the Debtors had made all of the Premium Payments, and that the credit insurance was being purchased for their benefit and protection. In fact, defendant Christensen repeatedly characterized the Policies to Debtors as "your insurance."

24. After receipt of the Premium Payments, Christensen deducted its commissions and forwarded the balance to Atradius.

The Ponzi Scheme

25. On September 24, 2008, the FBI announced that it had executed a federal search warrant at the headquarters of Petters Group Worldwide. Thereafter, on December 1, 2008, a grand jury in the United States District Court for the District of Minnesota indicted Petters on charges of mail and wire fraud, money laundering and obstruction of justice for defrauding investors, including Debtors, who funded the massive Ponzi Scheme. On June 3, 2009, the grand jury returned a superseding indictment, adding counts against Petters and adding PCI and another Petters Entity as criminal defendants.

26. According to the Petters Superseding Indictment, Petters used PCI and other affiliated business entities to create fictitious purchase orders for electronic merchandise from two affiliated companies - Nationwide International Resources, Inc. ("NIR") and Enchanted Family Buying Company ("Enchanted"). The merchandise ostensibly purchased from NIR and Enchanted was to be resold to the Retailers. Petters, through the Petters Entities, then fabricated purchase orders from the Retailers to induce investors, including the Debtors, to invest money by purchasing promissory notes. The Petters Entities did not actually purchase the electronic merchandise from NIR and Enchanted - indeed, these companies had no merchandise to sell. As a result, the Petters Entities did not make any sales to the Retailers.

27. The fictitious purchase orders from the Retailers that Petters created constituted the accounts receivable that the Defendants were insuring under each of the Policies described above and for which the Debtors made nearly $2.3 million in Premium Payments, as set forth in Exhibit A.

28. As stated above, the Debtors financed the Petters Entities through loans in the form of promissory notes which were purportedly secured by an interest in the merchandise the Petters Entities were selling to Retailers. Because the goods and merchandise in which the

Debtors purportedly held a security interest never existed and certain pre-existing, purportedly binding purchase orders allegedly provided to the Debtors were forgeries, the promissory notes held by the Debtors are worthless and the collateral pledged to the Debtors as security for the notes nonexistent. As a result, the Debtors were, at all relevant times, insolvent in that their liabilities exceeded their assets, they could not pay bills as they became due and they maintained insufficient capital to carry out their business.

29. At the times that the Debtors made the Premium Payments on behalf of the Petters Entities, they did so under the mistaken belief that the Policies were insuring against a real, existing risk of loss. That mistaken belief was in no way due to any negligence or want of due care on the part of the Debtors,

30. When the Defendants accepted the Premium Payments from the Debtors, they were under the mistaken belief that the Policies were insuring against a real, existing risk of loss.

"RED FLAGS" IGNORED BY DEFENDANTS

31. Throughout the relevant period, Defendants ignored numerous "red flags" which should have alerted Defendants to the fraudulent nature of Petters' Ponzi Scheme, including the following:

(a) From the inception of the relationship, and despite a many-fold increase in alleged sales, Petters repeatedly reported that its only loss was in 1998, when it had two losses totaling 24,000. For every other year, it reported no losses;

(b) Similarly, for every year it purchased insurance, Petters repeatedly claimed that not a single account was more than 60 days past due, and that it had no "concerns" as to a single account;

(c) During this same time period, two of its accounts, Boscov and Fleming, were on the Atradius "watch list," and Atradius ultimately issued a company-wide cancellation of all policies covering sales to Fleming;

(d) in 2007, both Fleming and Boscov filed for Chapter 11 protection;

(e) Petters repeatedly failed to complete the annual Report of Sales and Deliveries Form, which was a condition of the Policy; it appears that Petters was repeatedly sent a letter requiring them to submit the form, but in at least one year, 2007, there is a hand-written notation by an Atradius employee "Please Reconcile Based on Sales of $39,000,000. No Action Necessary;

(f) In an April 13, 2007 email from an Atradius employee, there is a question as to whether Petters' "sales figures used are correct and not just a number we are putting out with no justification or confirmation from the Insured or responsible parties";

(g) In an exchange of emails on March 31, 2008, two Atradius employees discussed the fact that the sales to BJ's being insured by Petters would result in trade payables owed to Petters in excess of <u>all</u> of the payables shown on BJ's consolidated balance sheet.

Count I
<u>(Rescission)</u>

LACK OF CONSIDERATION, MUTUAL MISTAKE, FRUSTRATION OF PURPOSE, IMPOSSIBILITY OF PERFORMANCE – ALL POLICIES

32. The Trustee restates the allegations contained in paragraphs 1 through 31 of the Complaint.

33. The Debtors' primary role was to serve as investors in the Petters Entities. The Debtors made $2,279,355.13 in premium payments under the Policies in order to insure the purported accounts receivable from sales to the Retailers in which the Debtors had a security interest. As such, the Policies were executed for the benefit of the Debtors.

34. Because there was no merchandise and thus no sales to the Retailers; there were no accounts receivable for the Defendants to insure and, thus, no risk of loss. As such, the Defendants in fact provided no consideration in exchange for the $2,279,355.13 in Premium Payments under the Policies.

35. As a direct and proximate result, the Policies failed in their essential purpose and were totally lacking in consideration from the Defendants.

36. The Debtors made the Premium Payments under the mistaken belief that the Policies were insuring against a real, existing risk of loss. That mistaken belief was in no way due to any negligence or want of due care on the part of the Debtors.

37. When the Defendants accepted the Premium Payments from the Debtors, they were under the mistaken belief that the Policies were insuring against a real, existing risk of loss.

38. As a direct and proximate result, the Policies were based on a mutual mistake with regard to the existence of a risk to be insured.

39. Because the Policies did not insure against any actual risk of loss, no insurance payments could ever possibly have been made under the Policies, and accordingly, performance under the Policies has been irrevocably frustrated and/or rendered impossible.

40. Based on this failure of essential purpose, lack of consideration, mutual mistake, frustration of purpose, and/or impossibility of performance, the Policies should be rescinded and the parties should be returned to the position they were in *ex ante*.

41. Because the Policies did not insure against any actual risk of loss, the Debtors have received no benefits from the Policies, and returning the parties to the position they were in *ex ante* is consistent with substantive justice and equity.

42. In the alternative to Courts II, III, IV, and V, the Debtors have no adequate remedy at law.

43. WHEREFORE, the Trustee respectfully requests entry of judgment in favor of the Trustee and against Atradius Trade Credit Insurance Inc. and The Christensen Group, Inc. d/b/a Christensen Group Insurance Resources International:

A. Finding that the Policies are void for lack of consideration, mutual mistake, frustration of purpose and/or impossibility of performance;

B. Rescinding the Policies;

C. Returning the parties to the *status quo ante* by ordering the return of all Premium Payments made by the Debtors to the Defendants in the amount of $2,279,355.13, plus pre-judgment interest, costs and any other amounts to which the Trustee is legally entitled; and

D. Granting any such further relief as the Court deems just and fair.

Count II
(Unjust Enrichment)

44. The Trustee restates the allegations contained in paragraphs 1 through 43 of the Complaint.

45. The Debtors conferred a benefit on the Defendants by making $2,279,355.13 in Premium Payments to the Defendants.

46. The Defendants knew they were receiving the benefit from the Debtors in the form of the Premium Payments.

47. The Defendants would be unjustly enriched by retaining the $2,279,355.13 in Premium Payments because there were no sales to the Retailers, no accounts receivable to insure, and, thus, no risk of loss.

48. Allowing the Defendants to retain the benefit of the premium payments they received from the Debtors would violate the fundamental principles of justice, equity and good conscience.

49. As a result, the Defendants are liable for unjust enrichment and should be required to return $2,279,355.13 in Premium Payments they received from the Debtors.

50. WHEREFORE, the Trustee respectfully requests entry of judgment in favor of the Trustee and against Atradius Trade Credit Insurance Inc. and The Christensen Group, Inc. d/b/a Christensen Group Insurance Resources International:

A. Entering a money judgment in favor of the Trustee in the amount equal to the amount the Defendants were unjustly enriched, but not less than $2,279,355.13, plus pre-judgment interest, costs and any other amounts to which the Trustee is legally entitled; and

B. Granting any such further relief as the Court deems just and fair.

Count III
(Negligence)

51. The Trustee restates the allegations in paragraphs 1 through 50 of the complaint.

52. In agreeing to sell credit risk insurance to Debtors, Atradius represented that it had "a wealth of underwriting expertise" in "all aspects of receivables management."

53. In agreeing to act as the broker in connection with Debtors' purchase of credit risk insurance, Christensen impliedly promised to exercise due care in connection with the brokering and underwriting of the credit risk Policies.

54. Defendants at all times were aware that the Debtors had insisted that the Petters Entities purchase credit risk insurance to protect the Debtors from risk of loss, that all Premium Payments for the Policies were made by the Debtors as Loss Payees under the Polices, and that the Plaintiffs would not have loaned funds to the Petters Entities without Defendants' involvement.

55. As a result, a special relationship existed between the Defendants and the Debtors, and the Debtors a duty of care in brokering and underwriting the Policies.

56. Upon information and belief, if the Defendants had exercised due care in brokering and underwriting the Policies, the lack of substance of the alleged sales by the Petters' Entities would have been revealed in 2003, thereby alerting Defendants to the Petters Entities Ponzi scheme.

57. Due to the failure of the Defendants to exercise due care in the brokering and underwriting of the Policies, the Debtors were induced to invest $ 700 million in Petters Entities promissory notes.

58. On account of the Defendants negligence, the Debtors suffered damages in an amount that is yet to be fully determined, but in any event no less than $ 700 million.

59. WHEREFORE, the Trustee respectfully requests entry of judgment in favor of the Trustee and against the Defendants:

A. Funding that the Debtors suffered on account of the defendants' negligence in an amount to be determined at trial, but in any event no less than $700 million;

B. Entering a money judgment in favor of the Trustee in an amount to be determined at trial, but in any event no less than $700 million, plus pre-judgment interest, costs any and any other amounts to which the Trustee is legally entitled; and

C. Granting any further relief as the Court deems just and fair.

Count IV
(Fraudulent Transfer)
11 U.S.C. § 548(a)(1)(B)
CONSTRUCTIVE FRAUD

60. The Trustee restates the allegations contained in paragraphs 1 through 59 of the Complaint.

61. From 2003 to 2008, the Debtors paid $2,279,355.13 in Premium Payments to the Defendants. Of that amount, $708,721.25 was paid within two years of the Petition Date.

62. The $708,721.25 in premium payments comprised transfers of the Debtors' property to the Defendants.

63. The Debtors received less than reasonably equivalent value in exchange for the premium payments. There was no risk of loss under the Policies because there was no merchandise, no sales to the Retailers, and thus no accounts receivable. Even if there were some sales to the Retailers, those nominal sales did not warrant the $708,721.25 in Premium Payments.

64. At all times during the two years immediately preceding the Petition Date, the Debtors (a) were insolvent or rendered insolvent by their payments of premium payments to the Defendants; (b) were engaged in, or were about to engage in, business or a transaction for which

their remaining property was an unreasonably small capital; or (c) intended to incur, or believed they would incur debts beyond their ability to pay as such debt matured.

65. With respect to the Premium Payments, each of the Defendants was either an initial transferee or entity for whose benefit the transfers were made under 11 U.S.C. § 550 (a)(1); or, alternatively, an immediate or mediate transferee within the meaning of 11 U.S.C. § 550(a)(2). To the extent that any Defendant was or is found to be an immediate or mediate transferee within the meaning of 11 U.S.C. § 550(a)(2), such Defendant was not a transferee who took for value, in good faith, without knowledge of the voidability of the transfer, within the meaning of 11 U.S.C. § 550(b)(1), or an immediate or mediate good faith transferee thereof within the meaning of 11 U.S.C. § 550(b)(2).

66. As such, the $708,721.25 in Premium Payments made during the two years immediately preceding the Petition Date are voidable fraudulent transfers pursuant to 11 U.S.C. § 548(a)(I)(B) that may be recovered for the benefit of the Debtors' bankruptcy estates pursuant to 11 U.S.C. § 550(a).

67. WHEREFORE, the Trustee respectfully requests entry of judgment in favor of the Trustee and against Atradius Trade Credit Insurance Inc. and The Christensen Group, Inc. d/b/a Christensen Group Insurance Resources International:

A. Finding the $708,721.25 in premium payments made during the two years immediately preceding the Petition Date to be voidable fraudulent transfers pursuant to 11 U.S.C. §§ 548(a)(I)(B);

B. Entering a money judgment in favor of the Trustee and against each Defendant, pursuant to 11 U.S.C. § 550(a), in an amount equal to the total amount the premium payments made during the two years immediately preceding the Petition Date, but not less than $708,721.25, plus prejudgment interest, costs and any other amounts to which the Trustee is legally entitled; and

C. Granting any such further relief as the Court deems just and fair.

Count V
(Fraudulent Transfer)
FL. Fraudulent Transfer Law,
Title XLI, CN 726. 105
CONSTRUCTIVE FRAUD

68. The Trustee restates the allegations contained in paragraphs 1 through 67 of the Complaint.

69. From November 30, 2005 until the Petition, Debtors made a total of $1,608,748.50 in premium payments to the Defendants.

70. Actual creditors exist whose claims arose before or after the Debtors made the $1,688,748.50 in premium payments to the Defendants.

71. The Debtors received less than reasonably equivalent value in exchange for the Premium Payments. There was no risk of loss under the Policies because there was no merchandise, no sales to the Retailers, and thus no accounts receivable. Even if there were some sales to the Retailers, those nominal sales did not warrant the $1,688,748.50 in premium payments.

72. At all times during the four years immediately preceding the Petition Date, the Debtors (a) were engaged in, or were about to engage in, a business or a transaction for which their remaining assets were unreasonably small in relation to the business or transaction, or (b) intended to incur, or believed or reasonably should have believed that they would incur, debts beyond their ability to pay as they became due.

73. As such, the $1,688,748.50 in premium payments made during the four years immediately preceding the Petition Date were voidable fraudulent transfers, pursuant to Florida Fraudulent Transfer Law, Title XLI, C 726.105 and 11 U.S.C. § 544(b), that may be recovered for the benefit of the Debtors' bankruptcy estates.

74. WHEREFORE, the Trustee respectfully requests entry of judgment in favor of the Trustee and against Atradius Trade Credit Insurance Inc. and The Christensen Group, Inc. d/b/a Christensen Group Insurance Resources International:

A. Finding the $1,688,748.50 in premium payments made during the four years immediately preceding the Petition Date to be voidable fraudulent transfers;

B. Entering a money judgment, pursuant to 11 U.S.C. § 550(a), in an amount equal to the total amount the premium payments made during the four years immediately preceding the Petition Date, but not less than $1,688,748.50, plus pre-judgment interest, costs and any other amounts to which the Trustee is legally entitled; and

C. Granting any such further relief as the Court deems just and fair.

/s/ *Michael S. Budwick*
MICHAEL S. BUDWICK, ESQ.
Florida Bar Number: 938777
MELAND RUSSIN & BUDWICK, P.A.
3000 Wachovia Financial Center
200 South Biscayne Boulevard
Telephone: (305) 358-6363
Telecopy: (305) 358-1221
E-Mail: mbudwick@melandrussin.com
General Counsel for Barry E. Mukamal, Liquidating Trustee

-and-

Edward J. Estrada, Esq.
John B. Berringer, Esq.
Nicole K. O'Sullivan, Esq.
REED SMITH LLP
599 Lexington Avenue
New York, New York 10022
Telephone: (212) 521-5400
Telecopy: (212) 521-5450
E-Mail: eestrada@reedsmith.com
jberringer@reedsmith.com
nosullivan@reedsmith.com
Special Counsel for Barry E. Mukamal, Liquidating Trustee

CERTICIATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via the Court's Notice of Electronic Filing on those parties listed on the attached list.

/s/ *Michael S. Budwick*
Michael S. Budwick, Esq.

Mailing Information for Case 11-02886-PGH

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

- Michael S Budwick mbudwick@melandrussin.com, ltannenbaum@melandrussin.com;mrbnefs@yahoo.com
- Amy Millan DeMartino ademartino@wickersmith.com, abenzing@wickersmith.com
- Michael D. Seese mseese@hinshawlaw.com, sseward@hinshawlaw.com;lportuondo@hinshawlaw.com
- Steven E Seward sseward@hinshawlaw.com