

SEALED

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF LOUISIANA

2006 AUG -2 PM 4: 00

UNITED STATES OF AMERICA,)
EX REL. BRANCH CONSULTANTS, L.L.C.,)

Plaintiff,)

v.)

ALLSTATE INSURANCE COMPANY, STATE)
FARM FIRE AND CASUALTY COMPANY,)
LIBERTY MUTUAL FIRE INSURANCE)
COMPANY, FIDELITY NATIONAL)
INSURANCE COMPANY, FIDELITY)
NATIONAL PROPERTY AND CASUALTY)
INSURANCE COMPANY, AMERICAN)
NATIONAL PROPERTY & CASUALTY)
COMPANY, SCOTTSDALE INSURANCE)
COMPANY, ST. PAUL TRAVELERS COS.,)
PILOT CATASTROPHE SERVICES, INC.,)
CRAWFORD & COMPANY, ALLIED CLAIMS,)
INC., NCA GROUP, INC., INC., SIMSOL)
INSURANCE SERVICES, INC., AND JOHN)
DOES 1-100,)

Defendants.

LORETTA G. WHYTE
CLERK

Case No.

06-4091

FILED IN CAMERA AND UNDER
SEAL

SECT. M MAG 1

JURY TRIAL DEMANDED

COMPLAINT

1. Individually and on behalf of the United States of America, Plaintiff and *qui tam* relator Branch Consultants, L.L.C. alleges as follows:

I. NATURE OF THE ACTION

2. Branch Consultants brings this action to recover damages, penalties and attorneys' fees for violations of the False Claims Act, 31 U.S.C. §§ 3729-33 ("FCA"), committed by the defendants.

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3. The defendants have defrauded the Government through a practice of grossly overstating flood damages to insured properties resulting from Hurricane Katrina and then, based on those overstated damages, submitting claims for payment on Government-backed flood insurance policies to the National Flood Insurance Program ("NFIP"). By systematically obtaining and submitting false flood insurance claims to NFIP, and by actively concealing these practices from the Government, the defendants have submitted or caused to be submitted to the Government a series of false claims, records and statements in violation of the FCA.

4. By these practices, the defendants have put into effect a fraudulent scheme to defraud the Government and thereby reap the profits of the fraud. Although the proceeds of the flood claim payments purportedly go to reimburse defendants for their administrative services and for flood claim payments they have already advanced to the insureds, the gross overstating of flood damages benefits the defendants because the damages that are misattributed to flooding should instead have been attributed to wind or similar causes that are covered by homeowners insurance policies—policies that the insurer defendants have typically issued themselves.

5. This scheme is pervasive and has caused the Government to pay hundreds of millions if not billions of dollars in fraudulent flood insurance claims.

II. FALSE CLAIMS ACT

6. The FCA provides that any person who knowingly submits or causes to be submitted a false or fraudulent claim to the Government for payment or approval is liable for three times the amount of the damages sustained by the Government. In addition, the FCA imposes a civil penalty of not less than \$5,500 and not more than \$11,000 for each such claim submitted or paid. Liability attaches when a defendant knowingly seeks payment that is unwarranted from the Government and/or when false records or statements are knowingly created or caused to be used to conceal, avoid or decrease an obligation to pay or transmit money to the Government.

7. The FCA allows any person having information regarding a false or fraudulent claim against the Government to bring a *qui tam* action (as "relator") on behalf of the Government and to share in any recovery. In such cases, the Complaint is served on the Attorney General of the United States and local United States Attorney, and it is filed under seal for 60 days (without service on the defendants during that period). This procedure enables the Government to (a) conduct its own investigation without the defendant's knowledge and (b) determine whether to join the action as intervenor.

8. Based on these provisions, plaintiff/relator Branch Consultants seeks to recover treble damages, civil penalties and attorneys' fees arising from false and fraudulent claims, records and statements made to the Government in order to obtain payments under NFIP.

III. PARTIES

9. Plaintiff/relator Branch Consultants is a Georgia corporation located at 4720 Southshore Drive, Metairie, Louisiana 70002. Branch Consultants brings this action for violations of 31 U.S.C. §§ 3729-33 on behalf of itself and the United States Government pursuant to 31 U.S.C. § 3730(b)(1). Branch Consultants has direct, first-hand knowledge of the falsity of the records, statements and/or claims defendants have presented to the Government and of their fraudulent scheme. Branch Consultants is an original source of the information on which this Complaint is based, including any such information that has been publicly disclosed, because Branch Consultants, its principals and its employees have directly and independently discovered this information.

10. Defendant Allstate Insurance Company is a nationwide insurer headquartered at Allstate Plaza, E5, NorthBrook, Illinois 60062. Defendant State Farm Fire And Casualty Company is a nationwide insurer headquartered at One State Farm Plaza, Bloomington, IL 61710. Defendant Liberty Mutual Fire Insurance Company is a nationwide insurer headquartered at 175 Berkeley Street, Boston, Massachusetts 02116. Defendants Fidelity National Insurance Company and Fidelity National Property And Casualty Insurance Company are nationwide insurers headquartered at 601 Riverside Avenue, Jacksonville, FL 32204. Defendant American National Property & Casualty Company is a nationwide insurer headquartered at American National Corporate Centre, 1949 E. Sunshine, Springfield, MO 65899. Defendant Scottsdale Insurance Company is a nationwide insurer headquartered at 8877 N. Gainey Center Drive, Scottsdale, AZ 85258. Defendant St. Paul Travelers Cos. is a nationwide insurer headquartered at 385 Washington Street, Saint Paul, MN 55102. Collectively, these are the insurer defendants.

11. Defendant Pilot Catastrophe Services, Inc., is a catastrophe insurance adjusting firm headquartered at 1055 Hillcrest Road, Suite F-1, Mobile, AL 36695. Defendant Crawford & Company is a catastrophe insurance adjusting firm headquartered at P.O. Box 5047, Atlanta, GA 30302. Defendant NCA Group, Inc., is a catastrophe insurance adjusting firm headquartered at 9785 Crosspoint Blvd, # 100, Indianapolis, IN 46246. Defendant Simsol Insurance Services, Inc., is a catastrophe insurance adjusting firm headquartered at 1845 E John Sims Parkway, Niceville, FL 32578. Defendant Allied Claims, Inc., is a catastrophe insurance adjusting firm headquartered at 1400 N.E. 53rd Court, Fort Lauderdale, Florida 33334. Together, these are the adjuster defendants.

IV. JURISDICTION AND VENUE

12. The United States District Court for the Eastern District of Louisiana has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331. Moreover, 31 U.S.C. § 3732(a) specifically confers jurisdiction over FCA actions on federal district courts. The defendants are subject to personal jurisdiction in this district because each of them has minimum contacts with the forum and can be served here via their registered agents.

13. Venue is proper in this district pursuant to 31 U.S.C. § 3732(a) because the defendants can each be found in and/or each transacts business within the district. Venue is also proper because many of the FCA violations which are the subject of this action occurred within this district.

V. NATURE OF THE CASE

14. NFIP makes federally-backed flood insurance available to homeowners, renters, and business owners in flood-prone communities and elsewhere. Initially, NFIP flood insurance was available only via insurance agents who dealt directly with the Federal Insurance Administration. But in 1983 the Federal Emergency Management Agency (FEMA) created the Write-Your-Own ("WYO") Program, which allows a pool of participating property/casualty insurance companies—including the insurer defendants—to write and service NFIP's Standard Flood Insurance Policy in their own names.

15. When a private insurer becomes a WYO insurer, it agrees to what is known as the Financial Assistance/Subsidy Arrangement ("Arrangement") with the Federal Insurance Administration ("FIA"), which administers NFIP.¹ FIA requires the WYO insurers to adjust flood claims and to settle, pay and defend all claims arising from the flood policies they write. Then, pursuant to the Arrangement, the WYO insurers submit what are effectively reimbursement requests for the flood claims they have paid. They also receive a fee from FIA for writing and administering the policies, as well as a fee for adjusting the claims. Nearly all of the flood insurance policies issued in the United States today are written through WYO policies and administered in this way. The defendants are WYO insurers and their adjusters. There are approximately 95 WYO insurers operating in the Gulf Coast area.

¹ In 2004, President Bush signed into law the Flood Insurance Reform Act, reauthorizing the NFIP through 2008. The NFIP is currently managed by the Mitigation Division within FEMA. FEMA is part of the Department of Homeland Security's Emergency Preparedness and

16. Generally, the NFIP policies cover losses to structures and contents due to flooding. They generally do not cover losses that typical homeowners insurance policies cover, such as losses caused by wind or lightening or fire.

17. In the aftermath of Hurricane Katrina and unprecedented volumes of claims following the 2005 hurricane season, FEMA waived the requirement that insureds file a Proof of Loss in connection with Katrina-related claims under NFIP's Standard Flood Insurance Policy. Shortly thereafter, FEMA announced an expedited claim handling process for Katrina-related flood claims. Defendants were thus put in the position of having essentially total control over the Standard Flood Insurance Policy claims they were handling, and their adjustments alone have served as the basis for thousands of claims submitted to NFIP. Rather than follow in good faith the streamlined procedures that FEMA set up, defendants instead systematically adjusted, paid and submitted reimbursement claims to NFIP regarding losses that obviously should not be covered by the flood policies. They did so in massive quantities. In other words, defendants defrauded NFIP by misattributing wind damage and other non-flood losses to the flood policies underwritten by the Government rather than correctly attributing such losses to causes that are covered by their homeowners policies.

Response Directorate. Since August, 2001, FIA has been renamed as the Federal Insurance and Mitigation Administration.

18. As a result of this fraud, NFIP's average flood claim payment increased from approximately \$32,000 or less per claim in 2004 and all preceding years to approximately \$100,000 per claim on Hurricane Katrina flood claims. Having never before exceeded \$1.3 billion in flood claims in single year, current estimates put 2005 NFIP claims at \$10 to 30 billion.

19. Branch Consultants is an insurance and construction consulting firm that has been retained by numerous insureds to re-examine adjustments done by the WYO insurers' in-house adjusters or other adjuster agencies employed by them following Hurricane Katrina. The principals and consultants of Branch Consultants include experienced adjuster and construction personnel with many decades of construction and construction-estimating experience. In performing re-examinations, they have found, *inter alia*, the following:

- a. numerous examples of minimal if any flood damage and obvious wind damage, with a WYO adjustment of 100% flood damage,
- b. buildings with substantial roof and other damage obviously caused by wind, and a *high-water mark only inches off the floor*, with all damage nonetheless attributed only to flood, and
- c. buildings with a substantial amount of flood damage but even more wind damage adjusted at or near flood policy limits with a relatively small portion of the loss attributed to wind.

20. In fact, on nearly all of the hundreds of properties inspected by Branch Consultants in various areas in and about southern Louisiana, defendants have maxed out or nearly maxed out the insured's flood claim (underwritten by NFIP), irrespective of the actual damage conceivably attributable to flood. At the same time, defendants substantially underpaid for the damage that should have been attributed to wind (underwritten by defendants) on these same claims.

21. The following non-exclusive examples illustrate the defendants' scheme:

- a. Jane Doe 1, 2124 Music St., New Orleans, LA 70117 (State Farm Fire & Casualty Co., Policy No. 98-CW-8146-3)

Home was destroyed by wind damage prior to any flooding. Winds blew off roof shingles, doors, windows and exterior siding. Subsequently, flood waters rose to approximately 24 inches in the home, causing some damage (though substantially less than policy limits).

Flood ins. paid: \$82,000 (policy limits)
Flood damage: \$27,000

- b. Jane Doe 2, 4900 Alsace St., New Orleans, LA 70129 (American National Property & Casualty Insurance Co., Policy No. 17-KY24-794-2)

This was a four-plex residential structure that was severely damaged by wind and blowing rain. The roof shingles and sheathing were badly damaged by wind, and most of the windows were blown out. Driving rain penetrated the roof, windows and damaged plumbing vents in amounts sufficient to ruin both floors of the building and its mechanical systems. *There was no flooding by rising waters in any of the four units.*

Flood ins. paid: \$96,000 (policy limits)
Flood damage: \$0

- c. Jane Doe 3, 4910 Alsace St., New Orleans, LA 70129 (American National Property & Casualty Insurance Co., Policy No. 17-KY24-793-4)

This was a four-plex residential structure that was severely damaged by wind and blowing rain. The roof shingles and sheathing were badly damaged by wind, and most of the windows were blown out. Driving rain penetrated the roof, windows and damaged plumbing vents in amounts sufficient to ruin both floors of the building and its mechanical systems. *There was no flooding by rising waters in any of the four units.*

Flood ins. paid: \$96,000 (policy limits)
Flood damage: \$0

- d. Jane Doe 4, 4920 Alsace St., New Orleans, LA 70129 (American National Property & Casualty Insurance Co., Policy No. 17-KY24-792-6)

This was a four-plex residential structure that was severely damaged by wind and blowing rain. The roof shingles and sheathing were badly damaged by wind, and most of the windows were blown out. Driving rain penetrated the roof, windows and damaged plumbing vents in amounts sufficient to ruin both floors of the building and its mechanical systems. *There was no flooding by rising waters in any of the four units.*

Flood ins. paid: \$95,000 (policy limits)
Flood damage: \$0

- e. Jane Doe 5, 4870 Alsace St., New Orleans, LA 70129 (American National Property & Casualty Insurance Co., Policy No. 17-KY24-791-8)

This was a four-plex residential structure that was severely damaged by wind and blowing rain. The roof shingles and sheathing were badly damaged by wind, and most of the windows were blown out. Driving rain penetrated the roof, windows and damaged plumbing vents in amounts sufficient to ruin both floors of the building and its mechanical systems. *There was no flooding by rising waters in any of the four units.*

Flood ins. paid: \$96,000 (policy limits)
Flood damage: \$0

- f. Jane Doe 6, 13075 Chateau Ct., New Orleans, LA 70129 (State Farm Insurance Co., Policy No. 18-CJ-7866-8-F)

Strong winds blew off roof shingles, felt, and turbine vents. Soffit and fascia were damaged by strong winds and driving rains. Wind and driving rain caused substantial damage to the home's interior and contents. Subsequently, flood waters rose to approximately 2 feet in the home, causing some damage (though substantially less than policy limits).

Flood ins. paid: \$70,000 (policy limits)
Flood damage: \$27,000

- g. Jane Doe 7, 5118 Spain St., New Orleans, LA 70126 (Allstate Insurance Co., Policy No. 031410279)

Winds and driving rains destroyed the house by blowing off the asbestos roof shingles, a door, windows, soffits and fascia. All substantial damage occurred prior to the arrival of flood waters. Flood waters rose to approximately 6 feet in the home, causing some damage (though substantially less than policy limits).

Flood ins. paid: \$100,000 (policy limits)
Flood damage: \$28,000

- h. Jane Doe 8, 4769 Francisco Verrett Dr., New Orleans, LA 70126 (Allstate Insurance Co., Policy No. 0180153487)

Home was destroyed by wind damage prior to any flooding. Winds and driving rain blew away roof shingles, a glass door, and several windows, destroying the interior of the house and contents prior to the flood. Subsequently, flood waters rose to approximately 3 feet in the home, causing some damage (though substantially less than policy limits).

Flood ins. paid: \$64,000 (policy limits)
Flood damage: \$25,000

- i. Jane Doe 9, 4940 Sherwood Drive, New Orleans, LA 70128 (Allstate Insurance Co., Policy No. 0045711453)

Home was destroyed by wind damage prior to any flooding. Strong winds blew off roof shingles, doors, windows and exterior siding. Winds even severely damaged the brick and vinyl roof sheathing. Subsequently, flood waters rose to approximately 3.5 feet in the home, causing some damage (though substantially less than policy limits).

Flood ins. paid: \$92,000 (policy limits)
Flood damage: \$30,000

- j. Jane Doe 10, 13301 Dwyer Blvd., New Orleans, LA 70129 (Allstate Insurance Co., Policy No. 910871981)

Home was severely damaged by wind prior to any flooding. Strong winds blew off roof shingles, garage doors, and the rear wall of a home-shop building attachment. Wind-driven rain penetrated in large amounts through the roof sheathing and ventilators, causing extensive damage. Subsequently, flood waters rose to approximately 8 inches in the home, causing some damage (though substantially less than policy limits).

Flood ins. paid: \$72,000 (policy limits)
Flood damage: \$44,000

- k. Jane Doe 11, 4621 Viola St., New Orleans, LA 70126 (Louisiana Citizens Property Insurance, Policy No. FZH 032201401)

Severe winds destroyed most of the roof shingles and sheathing, as well as the soffit, fascia, and exterior siding. Wind also blew out the windows and one door. Wind and driving rains destroyed the contents of the house prior to the flooding, including the home's walls, ceiling and insulation. Wind damage left stress cracks in the woodwork around the doors and windows. Flood waters subsequently reached the home, with a high-water mark of 3.5 feet.

Flood ins. paid: \$76,000 (policy limits)
Flood damage: \$37,000

- l. Jane Doe 12, 4537 Viola St., New Orleans, LA 70126 (Louisiana Citizens Property Insurance, Policy No. FZH 013942907)

Severe winds destroyed most of the roof shingles and sheathing, as well as the soffit, fascia, and exterior siding. Wind also blew out the windows and one door. Wind and driving rains destroyed the contents of the house prior to the flooding, including the home's walls, ceiling and insulation. Flood waters subsequently reached the home, with a high-water mark of 36 inches.

Flood ins. paid: \$63,000 (policy limits)
Flood damage: \$37,000

m. Jane Doe 13, 117 Lighthouse Point, Slidell, LA 70458

Flood ins. paid: \$250,000 (policy limits)
Flood damage: approximately \$70,000

n. Jane Doe 14, 112 Lighthouse Point, Slidell, LA 70458

Flood ins. paid: \$214,500 (policy limits)
Flood damage: approximately \$70,000

o. Jane Doe 15, 133 Santa Cruz Ct., Slidell, LA 70458 (Allstate Insurance Co., Claim No. 5114716952-1)

Severe winds caused extensive damage to both floors. The entire roof of the two-story house had to be replaced.

Flood ins. paid: \$135,000
Flood damage: \$26,000

p. Jane Doe 16, 128 Santa Cruz Ct., Slidell, LA 70458-8805 (Allstate Ins. Co., Claim No. 180464984)

Flood ins. paid: \$121,000
Flood damage: \$30,000

q. Jane Doe 17, 7607 Vanderkloot Ave., New Orleans, LA 70127-1649 (Fidelity National Property & Casualty #17-2510116994-0)

Severe winds blew off roof shingles, felt, the turbine roof vent, and the soffit and fascia. Several windows were blown out. Wind-driven rain penetrated in and around doors and windows. The house and contents were destroyed by wind and wind-driven rain prior to the arrival of any flood water.

Flood ins. paid: \$75,000
Flood damage: \$32,000

r. Jane Doe 18, 2701-2703 S. Miro Street, Nola, LA 70125 (Fidelity National Ins. Co. #99-02108507-2004)

Dwelling was a total loss. The slate roof tiles were blown away, felt and sheathing were damaged; windows were blown out and exterior siding was damaged. Wind-driven rain penetrated the roof, broken windows, siding and damaged plumbing vents. The dwelling was in total ruin prior to arrival of any flood water.

Flood ins. paid: \$25,000
Flood damage: \$14,000

- s. Jane Doe 19, 2705-2707 S. Miro Street, New Orleans, LA 70125 (American Reliable Ins. Co. of Scottsdale, Ariz., #1961520869)

Flood damage was incidental to the wind-driven rain destruction. Slate roof tiles, felt, sheathing, plumbing vents, siding and windows were blown away. Rain penetrated the damaged roof, broken windows, and siding. The house was a total loss prior to any flood waters arriving.

Flood ins. paid: \$25,000
Flood damage:\$18,000

- t. Jane Doe 20, Ha Thi, 11405 South Tanner David Drive, Nola, LA 70128 (Allstate Ins. Co. #1805714779)

This home was under construction and nearly finished. Severe winds blew the shingles, felt and sheathing off and blew out several windows. Wind driven rain penetrated the damaged roof, the broken windows, damaged fascia and soffits, roof vents and plumbing vents long before flood waters entered the dwelling. Flood water subsequently entered the home with a high-water mark of 3.5 feet.

Flood ins. paid: \$195,000
Flood damage: \$24,000

- u. Jane Doe 21, 1938 France Street, New Orleans, LA 70117 (Allstate Insurance Co. #Unknown)

Roof shingles, felt, roof vents, soffits, fascia and windows were blown away prior to arrival of flood water. The interior and contents were destroyed by wind and rain. Flood waters subsequently entered the home, with a high-water mark of 12 inches.

Flood ins. paid: \$50,000
Flood damage: \$38,000

- v. Jane Doe 22, 2625 & 2627 General Pershing, Nola, LA 70115 (Fidelity National Property & Casualty #17 2510213116 00)

Building was a total loss. Slate roof tiles were blown off by wind-driven rain; felt, roof vents, soffit and fascia were blown away. Windows and siding were blown away by the storm. Wind-driven rain penetrated the doors and windows which were damaged by the wind and rain. The building and contents were destroyed prior to the arrival of any flood waters.

Flood ins. paid: \$250,000
Flood damage: \$72,000

- w. Jane Doe 23, 5831 Winchester Park Dr., Nola, LA 70128 (Allstate Insurance Co. #5114299918)

Although water rose as high as 3.5 feet inside the house, the damage (a total loss) was caused by wind and wind-driven rain. Roof shingles, sheathing, and felt were blown completely away by severe winds. Plumbing vents, soffits, and fascia were blown off. There was damage to the exterior siding and doors and windows were blown out. The dwelling and contents were destroyed by wind and rain prior to the arrival of any flood water.

Flood ins. paid: \$125,000
Flood damage: \$40,000

**VI. FRAUD IN CONNECTION WITH THE WRITE-YOUR-OWN NATIONAL
FLOOD INSURANCE PROGRAM
(Count I)**

22. Plaintiff/relator Branch Consultants realleges and incorporates by reference the allegations made in the preceding paragraphs of this Complaint.

23. This is a claim for treble damages and forfeitures under the Federal FCA, 31 U.S.C. §§ 3729-33.

24. Through the acts described above and otherwise, each defendant knowingly presented and/or caused to be presented to the Government materially false and fraudulent claims, records, and statements, which also omitted material facts, in order to induce payments by the Government under NFIP.

25. Through the acts described above and otherwise, each defendant knowingly made, used and/or caused to be made or used materially false records and statements, which also omitted material facts, in order to induce the Government to pay false and fraudulent claims under NFIP.

26. Through the acts described above and otherwise, defendants knowingly made, used, and caused to be made or used materially false records and statements to conceal, avoid, and/or decrease their obligation to repay money to the United States Government that they improperly and/or fraudulently received. Defendants also failed to disclose material facts to the United States Government which would have resulted in substantial repayments by them to the Government.

27. The Government, unaware of the falsity of the records, statements, and claims made, submitted or caused to be submitted by the defendants—or of the defendants' failure to disclose material facts that would have reduced Government obligations—paid for claims which would not have been paid if the truth had been known.

28. By reason of these false records, statements, claims, and omissions, the Government has been damaged in the amount of at least hundreds of millions of dollars.

VII. JURY DEMAND

29. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, plaintiff/relator Branch Consultants hereby demands trial by jury.

VIII. PRAYER

30. Plaintiff/relator Branch Consultants prays for judgment against each of the defendants as follows:

- a. that the defendants cease and desist from violating the FCA;
- b. that the Court enter judgment against the defendants in an amount equal to three times the amount of damages the United States has sustained as a result of the defendants' actions, as well as a civil penalty against each defendant of \$11,000 for each and every violation of 31 U.S.C. § 3729;
- c. that the Court award Branch Consultants the maximum amount allowed pursuant to 31 U.S.C. § 3730(d);
- d. that the Court award Branch Consultants all costs and expenses of this action, including attorneys' fees; and
- e. that the Court award the United States and Branch Consultants all such other relief as it deems just and proper.

Respectfully submitted,

KANNER & WHITELEY, L.L.C.

By: 

Allan Kanner
701 Camp St.
New Orleans, LA 70130
Telephone (504) 524-5777
Fax (504) 524-5763

Attorney for Plaintiff/Relator

CERTIFICATE OF SERVICE

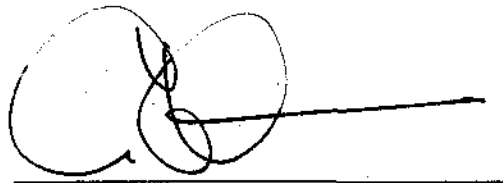
This is to certify that on August 2, 2006, a true and correct copy of this Complaint was properly served on the United States Attorney General and the United States Attorney for the Eastern District of Louisiana as indicated below and was not served on Defendants pursuant to the mandate of 31 U.S.C. § 3730(b).

VIA CM RRR and FEDERAL EXPRESS

Attorney General Alberto R. Gonzales
United States Attorney General
United States Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530-0001

VIA HAND DELIVERY

United States Attorney Jim Letten
500 Poydras Street
Room B210
New Orleans, LA 70130

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right, positioned above a solid horizontal line.