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6 *In Propria Persona*

7 **UNITED STATES DISTRICT COURT**  
8 **FOR THE EASTERN DISTRICT OF MICHIGAN**  
9 **SOUTHERN DIVISION**

<p>10 11 12 13 14 15 16 17 18</p> <p>IN RE: AUTOMOTIVE PARTS ANTITRUST LITIGATION</p>	<p>Case No.: 12-md-02311</p> <p><b>OBJECTION AND NOTICE TO APPEAR FOR STEVEN F. HELFAND</b></p> <p>May 11, 2016 Room 272 Hon. Marianne O. Battani</p>
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**FILED**  
**APR - 6 2016**  
**CLERK'S OFFICE**  
**U.S. DISTRICT COURT**

1 Steven F. Helfand, in *pro se*, objects as follows:

2 **I. OBJECTIONS**

3 **A. The Settlement is Unfair and Unreasonable.**

4 **1. The settlement contains a warning sign of an unfair deal: a “clear sailing” agreement.**

5 A clear sailing clause stipulates that attorney awards will not be contested  
6 by opposing parties. *In re Bluetooth Headset Products Liab. Litig.*, 654 F.3d 935,  
7 947 (9th Cir. 2011).

8 “Such a clause by its very nature deprives the court of the advantages of the  
9 adversary process.” *Weinberger v. Great Northern Nekoosa Corp.*, 925 F.2d 518,  
10 525 (1st Cir. 1991). The clause “suggests, strongly,” that its associated fee request  
11 should go “under the microscope of judicial scrutiny.” *Id.* at 518, 525; *Childs v.*  
12 *United Life Ins. Co.*, No. 10-CV-23-PJC, 2012 U.S. Dist. LEXIS 70113, at \*13-\*14  
13 & n.6 (N.D. Okla. May 21, 2012). The clear sailing clause lays the groundwork for  
14 lawyers to “urge a class settlement at a low figure or on a less-than-optimal basis in  
15 exchange for red-carpet treatment on fees.” *Weinberger*, 925 F.2d at 524; accord  
16 *Bluetooth*, 654 F.3d at 948. *Gooch v. Life Investors Ins. Co. of Am.* found that a  
17 clear-sailing agreement that awarded class counsel disproportionate fees could be  
18 evidence of settlement unfairness. 672 F.3d 402, 425 (6th Cir. 2012) (finding  
19 potentially problematic clear-sailing clause acceptable because class counsel  
20 received only 2.3% of settlement value; reversing on other grounds). The multiple  
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1 individual Settlement Agreements generally provide that the releasing party shall  
2 not have an interest in the fee award. See, e.g., ¶ 29 (d) [Autoliv, Inc. Settlement  
3 Agreement]. By stipulating that the releasing defendant does not have an  
4 “interest;” *to wit*, standing in the fee award, this amounts to a de facto “clear sailing  
5 arrangement.”  
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8 This is compounded by the fact there is no way to ascertain how the  
9 settlement shall benefit particular class members, let alone, who is a class member.  
10 Are all cars involved? Are all manufacturers involved? The class definition seems  
11 inclusive while at the same time under-inclusive. It is overbroad but narrow. The  
12 claims rate may suffer simply because it is inherently difficult to gauge if one is a  
13 class member. If, for example, a class member purchased a switch or alternator  
14 and had it installed by a dealer or mechanic, it is unlikely they would ever know or  
15 remember who manufactured the part, if they even knew the part was installed in  
16 the first place. The same is true with radiators or anything else. The Notice is  
17 hopelessly vague; the settlement class is undefinable and unclear.  
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22 There is no meaningful formula or computation to assess the recovery on  
23 either an aggregate or individualized basis; no analysis of damages or potential  
24 recoveries to square with the value of class claims. The Notice is understandably  
25 lengthy but glosses over these salient points; what will the class members obtain, if  
26 anything? The notice seems to indicate the potentiality for a cy pres award, in  
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1 some or in part. If the claims administrator is overwhelmed with claims and ten  
2 percent of the class submit claims; there is no evaluation or estimation as to what  
3 this shall amount to on a pro-rata or computational basis. Unfortunately, this  
4 settlement segregates the distribution from the settlement; and this should not be  
5 allowed. Obviously, how much a class member is to receive has a bearing on the  
6 fairness of the settlement. The settling parties instead seem to request that the  
7 Court render a fairness determination as to the aggregate value of the settlement;  
8 saving the details as to how class members are to be compensated for later. This  
9 puts aside the fact that the amount may be insufficient and inadequate. In the  
10 meantime, Class counsel wish to be paid first. The lawyers get paid right away  
11 while they then pay themselves for further work as to how to distribute proceeds to  
12 the class. This is not right. Payment should be at or around the same time. The  
13 lawyers should get paid when the class gets paid, not a moment sooner or later.

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19 Making matters even worse, there is no meaningful information concerning  
20 the size of the class which is likely massive. If there is a potential for one billion  
21 claims; which is not so far fetched, given the class period spans from 1998 to 2015  
22 and involves an enormous number of persons, vehicles and separate parts,  
23 individual recoveries could be a pittance.

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26 Moreover, the Notice fails to meaningfully set forth pertinent facts from  
27 which a class member should determine whether to remain in the class, object or  
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seek exclusion. There does not seem to be a process for claims at this juncture (or at least one that Class counsel is ready to divulge); no way, to assess fairness, other than rote reliance on a global number; albeit a fairly large one relatively speaking as to individual claims. The Court needs a lot more information.

How many cars are involved? How many parts? How much was paid to the Defendants? What is the maximum value of the antitrust claims taking into account treble damages and the like? This settlement may be totally inadequate without useful information being provided from which a genuine analysis of this proposed settlement can be made. It seems the claims process is to be structured later. But, depending on how the claims process is structured; this may render the settlement, as proposed, unfair and inadequate. The Court should not approve this settlement without first evaluating the claims process. Splitting the determination would be inconsistent with a fairness determination. While it may be convenient to do so and parse the fairness analysis; Objector submits that a less than complete fairness analysis precludes any fee or cost award. In other words, the Court can perhaps reach a conclusion that the amount is fair and this would be the law of the case. However, Objector submits that the analysis must be far more rigorous; and focus on individualized recoveries. Splitting the distribution from fairness may lead to a fait accompli or cram-down; as the distribution may lead to a conclusion

1 that the amount is inadequate. But in light of a prior inconsistent order; it would be  
2 too late!

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4 The claims process must be determined concurrently with the determination  
5 of fairness. The court cannot simply conclude in a vacuum, the settlement should  
6 be approved as fair, when it has not analyzed how the claims shall be handled.  
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8 Even if the Court were to make a singular determination that the gross amount  
9 obtained is reasonable; this does not necessarily mean, the settlement as proposed  
10 is fair, adequate and reasonable. Objector submits that absent a stated claims  
11 process so as to allow class members to analyze their participation in a settlement  
12 such as this one, it is simply unfair to approve this settlement structure as proposed.  
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14 The parties need a distribution plan and it cannot be separated from the settlement.  
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16 In sum, not enough information has been provided either to the Court or the Class.  
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18 The Court should decline to grant final approval under such circumstances.

19 **B. Attorneys Fees are excessive**

20 The attorneys for the Class are obviously highly professional. There is no  
21 question that the attorneys for the Class are absolutely entitled to a very large fee.  
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23 Objector fully supports the cost application **for all incurred costs to date.**  
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25 However, this is prefaced as follows: To the extent \$11.5 million is set aside for  
26 future costs; this obviously has a bearing on the contingency risk multiplier on  
27 further fee applications. Objector also questions whether this set aside is  
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1 appropriate under Class counsel’s retainer agreement with the named  
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3 representatives. In effect, the Class is now removing a piece of the contingent risk  
4 associated with this case. The costs are enormous; no question. Class counsel  
5 should shed light as to whether or not this sort of arrangement is appropriate.  
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7 Indeed, by seeking such a “set aside” it appears there may be a conflict of interest.  
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9 For instance, why should a class member for a radiator purchase have to set aside  
10 funds for ongoing litigation not involving radiators? Indeed, the Notice  
11 specifically breaks out the settlement calculations; and for the purpose of  
12 objections; asks class members to designate the particular products and vehicles  
13 involved. It stands to reason that a member of this settlement class may not be a  
14 member of future settlements that are structured. Yet, this settlement class is being  
15 asked to fund the case when they may not be eligible to submit a claim on future  
16 recoveries and may have no future stake in the outcome. Class counsel perhaps  
17 should explain how the payments for future costs is to be structured and how this  
18 squares with class members who may be paying for costs in the case that they now  
19 have no further interest in light of this settlement.  
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23 As to the fee award, Objector’s concern is not with the work product of  
24 counsel; which appears exemplary. Rather, the attorneys for the class have  
25 indicated in the Notice that they intend to seek fees in an amount equal to 30%.  
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1 Consideration of fee petitions submitted by counsel representing a plaintiff  
2 class requires the utmost judicial scrutiny and discretion. It is at this stage that  
3 counsel for the class is transformed from the champion of the class to a competing  
4 claimant against the fund intended to recompense the wrong suffered by the class.

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6 REPORT OF THE THIRD CIRCUIT TASK FORCE, *Court Awarded Attorney Fees*, 108  
7 F.R.D. 237, 251 (Oct. 8, 1985) (hereinafter “*Task Force Report*”). The amount  
8 sought here is suggestive of collusion.  
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11 In essence, the district court assumes the fiduciary role for the class that its  
12 counsel filed during the litigation, but vacated upon submission of the fee petition.  
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14 *Skelton v. Gen. Motors Corp.*, 860 F.2d 250, 253 (7th Cir. 1988), *cert. denied*, 493  
15 U.S. 810 (1989); *City of Detroit v. Grinnell Corp.*, 560 F.2d 1093, 1099 (2d Cir.  
16 1977) (“*Grinnell II*”); *Task Force Report* at 255. Because objections by class  
17 members are rare and defendants, having made their contribution to the  
18 settlement, are uninterested in the distribution, the district court must act with  
19 moderation and a jealous regard for the rights of the class members in determining  
20 a reasonable attorney fee. *See, e.g., Rothfarb v. Hambrecht*, 649 F. Supp. 183, 237  
21 (N.D. Cal. 1986) (citing *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 469 (2d  
22 Cir. 1974) (“*Grinnell I*”)); Deborah A. Klar, *Attorney’s Fees in Securities Class*  
23 *Actions: Recent Developments Under the Common Fund Doctrine*, SECURITIES  
24 LITIGATION (1991); *Task Force Report* at 251; *In re Equity Funding Corp. Sec.*  
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1 *Litig.*, 438 F. Supp. 1303, 1325 (C.D. Cal. 1977) (not only must the courts avoid  
2 awarding windfall fees, but they must avoid every appearance of having done so).

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4 **1. The need to cross-check a contingent fee against counsel’s lodestar**  
5 **is particularly important in a “mega-fund” case such as the one at**  
6 **bar.**

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8 Notably, this is not a typical class action. Rather, it is a “*mega-fund*” case.  
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10 See *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 106 F. Supp. 2d 721,  
11 735-36 (D.N.J. 2000) (noting that percentage awards in mega-fund cases range  
12 from 4.1 percent to 17.92 percent of fund and awarding 4.8 percent of fund.); *see*  
13 *also In re Baldwin-United Corp. Litig.*, 1986 WL 12195 (S.D.N.Y.) (attorneys’  
14 fees constituted 4.1% of the \$183.8 million settlement fund); *In re Washington*  
15 *Public Power Supply Sys. Sec. Litig.*, 779 F.Supp. 1063 (D.Ariz.1990); *In re*  
16 *Corrugated Container Antitrust Litig.*, 1983-2 Trade Cas (CCH) ¶ 65,628  
17 (S.D.Tex. September 1, 1983) (awarding fee of 9 percent of \$366, million fund);  
18 *In re Agent Orange Prod. Liab. Litig.*, 611 F.Supp. 1296 (E.D.N.Y.1985), (fee  
19 award constituted 5.5 percent fee of the \$180 million settlement fund); *In re MGM*  
20 *Grand Hotel Fire Litig.*, 660 F.Supp. 522 (D.Nev.1987), (fee award constituted 7  
21 percent fee of the \$205 million settlement fund.); *In re Washington Public Power*  
22 *Supply Sys. Sec. Litig. (“WPSS”)*, 19 F.3d 1291, 1297, 1301 (9th Cir.1994) (\$687  
23 million settlement fund; 4.658 percent fee award reversed and remanded because  
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1 district court abused its discretion in *refusing* to award a risk multiplier; court  
2 indicated that a greater award was appropriate); *In re Folding Carton Antitrust*  
3 *Litig.*, 84 F.R.D. 245 (N.D.Ill.1979) (\$200 million settlement fund; 6.6 percent fee  
4 award); *In re Nasdaq Market-Makers Antitrust Litig.*, 187 F.R.D. 465 (S.D.N.Y.  
5 1998) (awarding fees and expenses of 14.4 percent of the common fund); *Bowling*  
6 *v. Pfizer*, 922 F.Supp. 1261, 1283-84 (S.D. Ohio 1996) (\$102.5 million settlement  
7 fund; 10 percent fee award plus separate award of up to 10 percent of all future  
8 contributions to settlement fund); *Sioux Nation of Indians v. United States*, 227  
9 Ct.Cl. 404, 650 F.2d 244, 247 (1981) (\$106 million settlement fund; 10 percent fee  
10 award); *Stender v. Lucky Stores, Inc.*, No. 88-cv-1467 (N.D.Cal. Apr. 20, 1994)  
11 (\$107 million settlement; fees *and costs* consumed 12.8% of recovery) (reported  
12 in 18 *Class Action Reports* 338 (May-June 1995)); *In re Shell Oil Refinery*, 155  
13 F.R.D. 552 (E.D.La.1993) (\$170 million settlement fund; 17.92 percent fee  
14 award).

15 Accordingly, a “*declining percentage*” approach is certainly warranted here.

16 The rationale for this approach is to account for economies of scale: “*In many*  
17 *instances the increase [in fund size] is merely a factor of the size of the class and*  
18 *has no direct relationship to the efforts of counsel.*” See, *In re Nasdaq*, 187 F.R.D.  
19 at 486.

1 The fee sought by lead counsel far exceeds what is customarily awarded  
2 when applying the “percentage of fund” method in cases of this magnitude.

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4 **2. It is not an abuse of discretion for this Court to apply the lodestar**  
5 **method simply because class counsel prefer that the Court follow the**  
6 **percentage of recovery approach.**

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8 The only fee award that could be considered reasonable under the  
9 circumstances is one that compensates class counsel for work that benefited the  
10 class without negating such benefit in the process or creating a windfall for  
11 counsel. *Detroit v. Grinnell Corp*, 560 F.2d 1093, 1098 (2nd Cir. 1977) (“Courts  
12 and commentators have repeatedly warned that too little judicial regard for the  
13 interests of the benefited class can easily result in lesser recoveries for intended  
14 beneficiaries because of massive fees for enterprising attorneys.”); *In re Superior*  
15 *Beverage/Glass Container*, 133 F.R.D. 119, 126 (N.D. Ill. 1990) (in no case  
16 should a fee award consume an untoward portion of the class recovery; what is  
17 left for the class after fees have been awarded is always of paramount  
18 consideration) (“*Superior Beverage*”); *see also Grunin v. Intl. House of Pancakes*,  
19 513 F.2d 114, 127 (8th Cir. 1975), *cert. denied*, 423 U.S. 864 (1975) (the primary  
20 concern is to ensure that such awards reasonably compensate the attorneys for  
21 their services, and are not excessive, arbitrary or detrimental to the class).  
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1                   **3. Even if the Court employs the percentage of recovery method to**  
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3                   **compute fees, it should cross check the reasonableness of such an**  
4                   **award under the lodestar/multiplier method.**

5                   To avoid a several million-dollar windfall to counsel and confirm the overall  
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7                   reasonableness of any percentage of recovery award, the court must necessarily  
8                   employ the lodestar approach to determine attorney fees. Indeed, “District Courts  
9                   often use the lodestar method as a cross-check on the percentage method in order  
10                  to ensure a fair and reasonable result. *See, e.g., Vizcaino v. Microsoft Corp.*, 142 F.  
11                  Supp. 2d 1299, 1301 (W.D. Wash. 2001). *See also Coordinated Pretrial*, 109 F.3d  
12                  at 607; *Fischel v. Equitable Life Assurance Society*, 307 F.3d 997, 1007 (9th Cir.  
13                  2002). In order to ensure that all necessary data is before the court, attorneys are  
14                  generally required to submit detailed affidavits which itemize and explain their fee  
15                  claims. Also, many courts have required that an evidentiary hearing be held at  
16                  which each claimant is subject to cross-examination. *Grunin v. Intl. House of*  
17                  *Pancakes*, 513 F.2d 114, 127 (8th Cir. 1975). This Court should apply such  
18                  scrutiny to this case in order to ensure that the compensation of damaged class  
19                  members is not improperly reduced by an unreasonable windfall for class counsel.

20                  **Attorneys’ fees are excessive** – Class counsel in this case anticipate applying for  
21                  fees in the proximity of 30%. Attorneys fees in this type of case is not intended to  
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1 be a boon to class counsel. The class members are the ones who are to benefit  
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3 from a class action.

4 There is a distinct body of law addressing fee awards to class counsel in  
5 mega-fund cases (those over \$50 million). Although courts generally apply a  
6 percentage method in class action settlements, many courts have suggested that the  
7 commonly-used 25% fee is only a “benchmark” for an award of fees in class action  
8 cases, since in some events such is not appropriate as it would amount to a windfall  
9 to counsel. Many courts have now become accustomed to using a sliding scale  
10 with the percentage decreasing as the magnitude of the fund increases.  
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13 The Manual of Complex Litigation, 3<sup>rd</sup>, speaks to this issue:

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15 An award of attorneys’ fees in a common fund case is committed to the sound  
16 discretion of the trial court, considering the unique factors in the case. The court  
17 awarding such a fee should articulate reasons for the selection of the given  
18 percentage sufficient to enable a reviewing court to determine whether the  
19 percentage selected is reasonable. The factors used in making the award will vary,  
20 but may include one or more of the following:  
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- 22 ● the size of the fund created and the number of persons benefited;
- 23 ● the presence or absence of substantial objections by members of the
- 24 class to the settlement terms and/or fees requested by counsel;
- 25 ● the skill and efficiency of the attorneys involved;
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- 1           ●     the complexity and duration of the litigation;
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- 3           ●     the risk of non-payment
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- 5           ●     the amount of time devoted to the case by plaintiffs' counsel; and
- 6           ●     the awards in similar cases.

7     While the trend has been toward the percentage method, courts continue to award  
8     attorneys' fees in some common fund cases based on the lodestar or a combination  
9     of the two methods. **Use of the lodestar may be more appropriate than the**  
10    **percentage of the fund method where the fund is extraordinarily large.** As  
11    with percentage fees, an award of attorneys' fees under the lodestar method should  
12    fairly compensate the attorney for the reasonable value of the services beneficially  
13    rendered, based on the circumstances of the particular case, (emphasis added)  
14    Manual for Complex Litigation, 3<sup>rd</sup>, pp. 197-201, §24.121 & §24.122.  
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17           Thus, there is sound basis for awarding class counsels' fee based purely on  
18    counsels' lodestar. Regardless, should the Court be inclined to award fees based  
19    on the percentage approach, counsel should at the least be required to fully  
20    substantiate their fees by reference to the above factors listed in the Manual for  
21    Complex Litigation.  
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24           Also on point is *In re: NASDAQ Market – Makers Antitrust Litigation*,  
25    U.S.D.C., So. Dist. NY, 187 F.R.D. 465; 1998 U.S. Dist. LEXIS 17557; 1998-2  
26    Trade Cas. (CCH) P72, 337 (Decided 11/9/98) – In this landmark case, U.S.  
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1 District Judge Robert W. Sweet did an exhaustive analysis of attorneys' fees in  
2 mega-fund cases. The Court reasoned that the beginning point in any class action  
3 settlement is assessing fees from a common fund is to determine the true value of  
4 the settlement, and then it stated, "25% . . . is not the benchmark for circumstances,  
5 the percentage will decrease as the size of the fund increases." *NASDAQ* at p. 21.  
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8 The *NASDAQ* Court went on to state, "where the fund is unusually large,  
9 some Courts have used a 'sliding scale, with the percentage decreasing as the  
10 magnitude of the fund increased . . . ' citing Manual for Complex Litigation, 3<sup>rd</sup>,  
11 §24.12 at 189, Fed. Jud. Ctr. (1995) (citations omitted); See, e.g., *Branch v. FDIC*,  
12 1998 U.S. Dist. LEXIS 7815, 1998 WL 151249 (March 23, 1998) (applying 14%  
13 to \$22 million; 12% of the next \$10 million, and 5% over and above \$32 million)."  
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16 The *NASDAQ* Court continued, "this sliding scale is explained in part by  
17 economics of scale . . . it is generally not 150 times more difficult to prepare, try  
18 and settle a \$150 million case than it is to try a \$1 million case. As noted in *In re:*  
19 *First Fidelity Securities Litigation*, 750 F. Supp. 160 (D.N.J. 1990), 'there is  
20 considerable merit to reducing the percentage as the size of the fund increases. In  
21 many instances, the increase is merely a factor of the size of the class and has no  
22 direct relationship to the efforts of counsel, ' *Id.*, at 164 n.1."  
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26 This procedure was adopted in the Third Circuit in *In re: Prudential*  
27 *Insurance Company America Sales Practice Litigation Agent Actions; et al.* U.S.  
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1 Ct. App., 3<sup>rd</sup> Cir., 148 F. 3d 283; 1998 U.S. App. LEXIS 17057; 41 Fed. R. Serv. 3d  
2  
3 (Callaghan) 596 (1998); Cert. Den. 1/1999, where the court, in a mega-fund case  
4 awarded a fee of 6.7%.

5 The fee request by class counsel in the present case represents an  
6 extraordinary windfall to class counsel. The Court is urged to scrutinize the fee  
7 application of class counsel and, applying sound judgment, disallow such a large  
8 fee award and instead carve out a substantial portion of the fee request and add it  
9 to the benefits accruing to the class.  
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12 **II. CONCLUSION**

13 The Court should decline to grant final approval to the proposed settlement.  
14 Assuming, arguendo, the proposed settlement is approved, attorneys fees should be  
15 dramatically reduced.  
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17 Dated: March 30, 2016

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DECLARATION OF STEVEN F. HELFAND

I, Steven F. Helfand, declare:

1. According to the class settlement notice, I am a class member.

2. I leased many vehicles in San Francisco, California, including a 2009 Mercedes-Benz SL, a BMW Z4 and a BMW 335i convertible. During the class period, I had a Mercury Capri and other cars as well. I do not have the dates of ownership or control; only for 2009; in that I recall I had a 2009 SL. It was a memorable car. Unfortunately, it required many parts.

3. A variety of parts included on the list were replaced on the subject vehicles. This was years ago and I do not retain the underlying documents. I do not have the documents from so long ago and the requirement that I somehow track them down is patently ridiculous. I do not retain lists of cars, plate numbers, etc. that I had over the entirety of the class period. I do not recall the prices that were paid. I do not have records going back to when I leased any particular car but, I, in fact, did so. The notice is burdensome and unduly complex. Based on normal construction, I am a class member since the parts list is consistent with parts that I purchased. I don't have the receipts. Who knew I should keep them?

4. My name, address and telephone number is in the caption and will not be repeated.

5. I have no documents. I returned my last leased vehicle in 2014 or so. I did not retain any materials associated with that vehicle or any others.


6. I object to this settlement. Many parts are involved and the listing of parts in non-specific and generalized.

7. I do not know what is meant by "automotive part case." This seems to be one case. One notice. One award of fees. Not separate ones. The notice is incomprehensible.

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8. My signature is below.

I make this declaration under penalty of perjury pursuant to the laws of the United States of America. This declaration is executed in Hollywood, Florida on March 30, 2016.



Steven F. Helfand

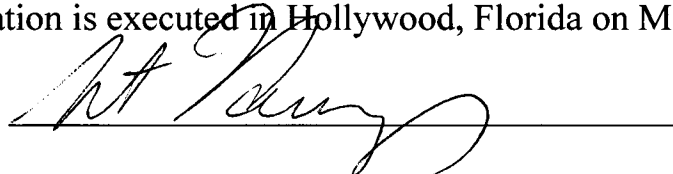
**PROOF OF SERVICE**

ON MARCH 30, 2016, I CAUSED TO BE SERVED, VIA FIRST CLASS MAIL, POSTAGE PREPAID, THE ATTACHED DOCUMENT

US DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN  
CLERK'S OFFICE  
THEODORE LEVIN US COURTHOUSE  
231 W. LAFAYETTE BLVD, ROOM 564  
DETROIT, MI 48226

AUTO PARTS SETTLEMENTS OBJECTIONS  
P.O. BOX 10163  
DUBLIN, OH 43017-3163

This declaration is made under penalty of perjury under the laws of the United States of America. This declaration is executed in Hollywood, Florida on March 30, 2016.



Steven Franklyn Helfand  
*In propria persona*  
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US District Court - Eastern District Michigan  
Clerk's Office  
Theodore Levin U.S. Courthouse  
231 W. Lafayette Blvd., Room 564  
Detroit, MI 48226



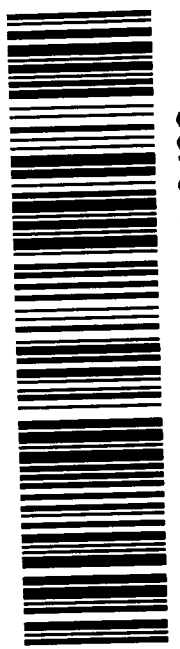
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