

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF NORTH CAROLINA
WINSTON-SALEM DIVISION

ENTERED
JAN 16 2004
U.S. BANKRUPTCY COURT
MIDNC - TD

IN RE:)
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)
Herbert Lee Groover and)
Linda Diane Groover,)
)
Debtors.)
_____)
)
)
CM Partnership, Dry Wall Resources,)
Ltd., Carver Sales, Inc., d/b/a Drywall)
Personnel, and Edna I. Carver,)
)
)
Plaintiff,)
)
)
vs.)
)
)
Herbert Lee Groover and)
Linda Diane Groover,)
)
)
Defendants.)
_____)

Case Number: 03-51013

Ad. Proc. No.: 03-6103W

ORDER GRANTING IN PART DEFENDANTS' MOTION TO DISMISS

This matter came on for hearing before the court on October 1, 2003, upon the Defendants' motion to dismiss the adversary proceeding on the grounds of insufficiency of service of process and failure to state a claim (the "Motion"). Robert E. Price, Jr., appeared on behalf of the Defendants and John F. Bloss appeared on behalf of the Plaintiffs. This court has jurisdiction over the subject matter of this proceeding pursuant to 28 U.S.C. §§157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b) which this court may hear and determine.

BACKGROUND

The Defendants filed a petition for relief under Chapter 7 of the Bankruptcy Code on

April 7, 2003 (the "Petition Date"). The present action arises as an adversary proceeding filed on July 23, 2003 by the Plaintiffs CM Partnership, Dry Wall Resources, Ltd., Carver Sales, Inc., d/b/a Drywall Personnel, and Edna I. Carver, against the Defendants, Herbert Lee Groover and Linda Diane Groover, to object to the Defendants' discharge and to determine the dischargeability of the Defendants' obligations to the Plaintiffs. For the purposes of this motion to dismiss, the Plaintiffs' version of the facts contained in the Complaint will be taken as true.

Defendant Herbert Groover and Mr. Bruce Kourim were co-owners of Forsyth Drywall and Fireproofing, LLC ("Forsyth Drywall"). CM Partnership and Forsyth Drywall entered into a Factoring Agreement prepetition, on June 20, 2002. Pursuant to the Factoring Agreement, CM Partnership agreed to purchase Forsyth Drywall's accounts receivable at a discount. A copy of the Factoring Agreement is attached to the Complaint. The terms of the Factoring Agreement provide that in the event an invoice relating to a particular receivable was not paid within 30 days of the date of advance by CM Partnership, Forsyth Drywall would pay interest in the amount of 0.5% for each five-day period thereafter. In the event that an invoice relating to a particular receivable was not paid within 90 days of the advance, Forsyth Drywall agreed to pay CM Partnership an amount equal to such receivable.

The Factoring Agreement provides CM Partnership with payment of attorney's fees and other expenses in enforcing its rights upon default. The Factoring Agreement also includes a Guaranty provision signed by both Defendants whereby, upon any default by Forsyth Drywall, the individual guarantors agreed to pay CM Partnership the deficiency, along with expenses and attorney's fees.

During the course of the business relationship between CM Partnership and Forsyth

Drywall, the Defendants conspired to cause Forsyth Drywall to create phony invoices referencing work that had not been performed, and to submit such phony invoices to CM Partnership for payment pursuant to the Factoring Agreement. The Defendants also requested and obtained advances from CM Partnership by misrepresenting the intended uses of the funds. In addition, the Defendants diverted payments from general contractors rightfully owing to CM Partnership into Forsyth Drywall's account for the Defendants' own use. The Plaintiffs allege that at all times in these matters, Mr. Groover was acting as an agent for himself and Forsyth Drywall.

In addition to the Factoring Agreement, Mr. Groover also obtained financing for Forsyth Drywall by means of two promissory notes. First, on April 11, 2002, Forsyth Drywall, Mr. Groover and Mr. Kourim entered into a Consolidated Amended Restated Promissory Note (the "Note") in favor of Plaintiff Edna I. Carver in the amount of \$373,052.43. Payments under the Note are in default. Pursuant to the Guaranty provision in the Factoring Agreement, the Defendants also guaranteed the obligations to Plaintiff Edna I. Carver under the Note. In addition, default in payment of the Note is an event of default under the Factoring Agreement.

On September 26, 2002, Forsyth Drywall, Mr. Groover and Mr. Kourim entered into a Promissory Note (the "Second Note") in favor of Plaintiff Drywall Personnel in the amount of \$80,000. Payments under the Second Note are in default. Pursuant to the Factoring Agreement, any default in payment obligations to Drywall Personnel is an event of default under the Factoring Agreement.

On March 19, 2003, the Defendants sold their one half interest in a tract of real property located in Grayson County, Virginia to their co-tenants, Chad D. Hill and Constance D. Hill, the

Defendants' son-in-law and daughter, for \$36,000. The Defendants used \$9,500 of the sale proceeds to pay off a debt owed by the Hills. On April 1, 2003, the Debtors used the balance of \$26,500 to purchase an exempt whole life insurance policy on Mr. Groover in the amount of \$70,281. Mrs. Groover is the named beneficiary of that policy. On their Statement of Financial Affairs, the Debtors disclosed both the sale of the Property and the purchase of the life insurance policy.

DISCUSSION

The Standard governing a Rule 12(b)(6) motion

The court may grant a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), made applicable to these proceedings by Federal Rule of Bankruptcy Procedure 7012(b), only if it appears beyond a doubt that the nonmoving party can prove no set of facts in support of its claim which would entitle it to relief. Conley v. Gibson, 355 U.S. 41, 45-46, 78 S.Ct. 99, 2 L.Ed.2d 80 (1957). In making this determination, the court should accept as true all well-pleaded allegations of the complaint, and construe the complaint in the light most favorable to the nonmoving party. Mylan Labs., Inc. v. Matkari, 7 F.3d 1130, 1134 (4th Cir. 1993) cert. denied, 510 U.S. 1197, 114 S.Ct. 1307, 127 L.Ed.2d 658 (1994). Therefore, a "Rule 12(b)(6) motion should only be granted if, after accepting all well-pleaded allegations in the plaintiff's complaint as true and drawing all reasonable factual inferences from those facts in the plaintiff's favor, it appears certain that the plaintiff cannot prove any set of facts in support of his claim entitling him to relief." Edwards v. City of Goldsboro, 178 F.3d 231, 244 (4th Cir.1999).

A. Objections to the Debtors' Discharge under Section 727

The Plaintiffs have objected to the Defendants' discharge under both sections 727(a)(2) and 727(a)(5). Section 727(a) of the Bankruptcy Code provides for instances in which a debtor will not be granted a discharge. Section 727(c) provides that the trustee, a creditor, or the United States trustee may object to the granting of a discharge under subsection (a) of this section. 11 U.S.C. § 727. The Defendants do not dispute that the Plaintiffs are creditors of one or both of the Defendants in their bankruptcy case.

Section 727(a)(2)

Section 727(a)(2) provides that the court shall deny discharge if the debtor (1) has transferred, removed, destroyed, mutilated, or concealed, or has permitted to be transferred, removed, destroyed, mutilated, or concealed, (2) the property of the debtor, (3) with intent to hinder, delay or defraud a creditor, (4) within one year before the date of the filing of the petition. 11 U.S.C. § 727(a)(2). A simple showing of a transfer of property is not sufficient. See In re Nazarian, 18 B.R. 143, 150 (Bankr. D. Md. 1982). The property in question must have been transferred with the requisite intent; however, intent to defraud can be inferred from circumstantial evidence including conduct by the debtor that is replete with one or more badges of fraud, such as (1) an insider or close relationship between the debtor and the transferee; (2) lack or inadequacy of consideration for the transfer; (3) the cumulative effect of a pattern or series of transactions after the onset of financial difficulties; (4) the debtor's continued possession, benefit, or use of the property; (5) the proximity of the transfer to the debtor's filing bankruptcy; and (6) and the concealment of the transfer. See In re Watman, 301 F.3d 3, 8 (1st Cir. 2002); In re Hooper, 274 B.R. 210, 217 (Bankr. D.S.C. 2001). The presence of one of these

factors may lead to a suspicion of intent for § 727(a)(2) purposes, while the presence of several factors is strong evidence that a debtor acted with the requisite intent. In re Lang, 256 B.R. 539, 541 (1st Cir. BAP 2000). These factors should also be considered when determining whether a debtor's prepetition transfer of nonexempt assets to exempt assets constitute an improper transfer of property under section 727(a)(2). In re Boudrot, 287 B.R. 582 (Bankr. W.D. Okla. 2002).

In this case, the Complaint alleges that the Defendants sold their one-half ownership interest in real property within three weeks of the Petition Date. The Defendants used some of the proceeds from the sale to purchase an exempt life insurance policy. The Plaintiffs clearly allege facts to support a finding of a transfer of property of both Debtors within one year of the Petition Date. The Complaint further alleges that this transfer was done with the actual intent to hinder, delay or defraud creditors. The Complaint contains factual allegations which, if true, would constitute circumstantial evidence of fraud. Specifically, the Complaint refers to the close proximity of the transfer, just three weeks prior the Petition Date, and the purchase of exempt property just one week prior to the Petition Date. The Complaint also alleges that the consideration received for the Defendants' property was less than one half of the property's appraised value and that the property was transferred to members of the Defendants' family. The court finds that the Complaint alleges facts sufficient to state a claim under § 727(a)(2).

Section 727(a)(5)

Section 727(a)(5) provides that a debtor should be denied a discharge if "the debtor has failed to explain satisfactorily ... any loss of assets or deficiency of assets to meet the debtor's liabilities." 11 U.S.C. § 727(a)(5). This section does not contain an element of fraud. In a proceeding involving section 727(a)(5), the initial burden is on the party objecting to a discharge

to produce evidence establishing the basis for his objection, then the burden shifts to the debtor to explain satisfactorily the loss or deficiency of assets. In re Farouki, 133 B.R. 769, 777 (Bankr. E.D.Va.1991), aff'd 14 F.3d 244, 251 (4th Cir.1994).

Here, the Complaint alleges that the Defendants' financial woes are primarily attributable to their lavish lifestyle. The Defendants' income was \$169,722.90 in the year 2001 and \$180,480.00 in the year 2002. The Defendants' vehicles include a 2003 Lexus and a 2003 GMC Sierra. Yet, the Complaint does not allege any loss of assets that cannot be explained. In fact, the Complaint contains no factual allegations regarding the loss of specific assets that were once owned by the Defendants. The Complaint merely asserts the legal requirements of section 523(a)(2)(B), without the required factual allegations. Therefore, the Court finds that the Defendants' motion to dismiss the claim pursuant to section 727(a)(5) should be granted.

B. Dischargeability under Section 523

In addition to objecting to the Defendants' discharge under section 727, the Complaint includes claims for relief under sections 523(a)(2)(A), 523(a)(2)(B), 523(a)(4), and 523(a)(6). The subsections of section 523(a) specify which of a debtor's debts are excepted from discharge.

Section 523(a)(2)

The Complaint asserts that the Defendants' indebtedness to the Plaintiffs is a non-dischargeable debt as a result of fraud. Section 523(a)(2)(A) provides that an individual debtor will not be discharged from any debt for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by false pretenses, a false representation, or actual fraud, *other than a statement respecting the debtor's or an insider's financial condition*. 11 U.S.C. § 523(a)(2)(A) (emphasis added). A cause of action under this section requires a

showing of the traditional elements of fraud, including that (1) the debtor made representations (2) the debtor knew of the falsity of those representations (3) that the debtor acted with the intent to deceive (4) that the creditor relied on such representations (5) that the creditor sustained damages as a result of the misrepresentations having been made. See e.g., In re Bebbber, 192 B.R. 120, 123 (W.D.N.C. 1995); In re McKnew, 270 B.R. 593, 618 (Bankr. E.D. Va. 2001); In re Simos, 209 B.R. 188, 191 (Bankr. M.D.N.C. 1997).

In this case, the Complaint states that either one or both Defendants created and then caused Forsyth Drywall to submit false invoices to CM Partnership for payment. The Complaint specifically sets forth numerous examples of invoices which were never submitted to contractors, yet were sold to CM Partnership pursuant to the Factoring Agreement. The copies of these invoices retained by Forsyth Drywall bear notations such as “Factor Only” and “Factor - Do Not Mail” and are attached as exhibits to the Complaint. Taken as true, these phony invoices constitute misrepresentations regarding accounts receivable that did not exist. The Complaint also alleges that the Forsyth Drywall requested an advance from CM Partnership in the amount of \$18,814.07. The Defendants represented that these funds were to be used to repay a bill for materials, but instead, the Defendants deposited the funds into Forsyth Drywall’s payroll account. The Complaint states that CM Partnership would not have advanced these funds if the Defendants had disclosed that the funds would be used for payroll rather than for materials.

The Court finds that the allegations in the Complaint support a cause of action against the Defendants under section 523(a)(2)(A). It does not appear to the court that the Factoring Agreement contains any restrictions on the use of funds advanced to Forsyth Drywall pursuant to that agreement; therefore, it is unclear how any misrepresentations to CM Partnership about the

use of these funds would have been relied upon by CM Partnership. Nevertheless, the Complaint clearly alleges numerous specific misrepresentations by the Defendants in the form of phony invoices. While these misrepresentations were made in the name of Forsyth Drywall rather than the Defendants, an individual is responsible for the torts which he commits regardless of whether or not the tort is committed in the course of his duties as officer or employee of a corporate entity. In re Pontier, 165 B.R. 797, 799-800 (Bankr. D.Md.1994). See also In re Ellison, 296 F.3d 266 (4th Cir. 2002) (section 523(a) should not be construed so narrowly as to destroy its purpose of preventing debtors from avoiding the consequences of the wrongful conduct through bankruptcy). Therefore, the allegations in the Complaint, if true, support a finding that the Defendants made false statements, had knowledge of the falsity of these statements, acted with an intent to deceive, and that CM Partnership relied upon the Defendants' misrepresentations.

The Defendants argue that even if the allegations stated above are true, the Complaint fails to state a claim under section 523(a)(2)(A) because only Forsyth Drywall, and not the Defendants, received any benefit as a result of these actions. The Defendants base their argument on a line of cases which interpret the language in section 523(a)(2) to require a showing that the debtor directly obtained money through fraud. While many courts have held that the language of section 523(a)(2) does require a showing of some benefit, those cases do not require the plaintiff to show that the debtor actually received the money or property himself, but merely benefitted in some way from the fraud. See, e.g. In re Brady, 101 F.3d 1165 (6th Cir.1996) (Debtor obtained money from creditor, for the purposes of section 523(a)(2)(A), when that money was infused into a corporation which the debtor controlled); In re Bilzerian, 100 F.3d 886 (11th Cir. 1996) (Debtor's connection with company which placed him in a position to

benefit from any infusion of capital was a sufficient benefit). But see In re M.M. Winkler & Associates, 239 F.3d 746 (5th Cir. 2001) (Statutory exception to discharge under section 523(a)(2)(A) for debts for money obtained by "false pretenses, false representation or actual fraud" prevents debtor from discharging debt, regardless of whether he receives monetary benefit.).

Indeed, even more recently, some courts have called into question this line of cases in light of the Supreme Court's more recent decision in Cohen v. de la Cruz, 523 US 213, 118 S.Ct. 1212 (1998). See In re Denbleyker, 251 B.R. 891, 896 (Bankr. D. Colo. 2000). In Cohen the Supreme Court adopted an expansive interpretation of 523(a)(2)(A), holding that it applies to all liabilities arising from a debtor's fraud, including treble damages. Id. at 218, 118 S.Ct. at 1216. Based upon Cohen, the Fourth Circuit has held that § 523(a)(2)(A) is "broad enough to encompass a situation in which no portion of a creditor's claim was literally transferred to the fraudulent debtor." In re Pleasants, 219 F.3d 372, 375 (4th Cir. 2000). The Defendants' alleged fraudulent conduct allowed Forsyth Drywall to obtain funds from CM Partnership under the Factoring Agreement. The Defendants were in a position to benefit from this infusion of cash into Forsyth Drywall. Therefore, the court finds that this argument by the Defendants is not persuasive.

Finally, the Defendants concede that even if the court finds that the Complaint does state a claim against Herbert Groover, the Complaint does not state a claim against Linda Groover because she was not actively involved in the business of Forsyth Drywall. The Plaintiffs clearly disagree with the Defendants' characterization of Linda Groover's role in the business. The Complaint alleges that both Defendants were directly involved in the transactions, and that both

parties signed a personal guaranty. In essence, the Defendants' argument is based upon a factual dispute. The court must liberally construe the Plaintiffs' Complaint and take all take all factual allegations as true. Therefore, the Defendants' motion to dismiss will be denied as to this claim.

Section 523(a)(2)(B)

While section 523(a)(2)(A) is inapplicable to statements regarding a debtor's financial condition, section 523(a)(2)(B) provides that an individual debtor will not be discharged from any debt for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by use of a statement in writing (i) that is materially false; (ii) respecting the debtor's or an insider's financial condition; (iii) on which the creditor to whom the debtor is liable for such money, property, services, or credit reasonably relied; and (iv) that the debtor caused to be made or published with intent to deceive. 11 U.S.C. § 523(a)(2)(B). Thus, this section is *only* applicable to written statements regarding the debtor's or an insider's financial condition.

In this case, the Complaint does not contain an allegation that the Defendants submitted a false financial statement to any of the Plaintiffs. In fact, the Complaint makes no reference to any financial statement at all, or any other false statement in writing regarding the Defendants' financial condition. While the Complaint describes several false invoices which were submitted by Forsyth Drywall, these writings were not statements regarding the Defendants' financial condition. Therefore, the motion to dismiss will be granted as to the claim for relief under section 523(a)(2)(B).

Section 523(a)(4)

Section 523(a)(4) provides that a discharge under section 727 of this title does not discharge an individual debtor from any debt for (1) fraud or defalcation while acting in a fiduciary capacity, (2) embezzlement or (3) larceny. The terms "fiduciary capacity" as used in Section 523(a)(4) apply only to instances of fraud or defalcation. In re Scheller, 265 B.R. 39, 52 (Bankr. S.D.N.Y. 2001). The Plaintiffs need not show that the Defendants were acting in a fiduciary capacity when committing embezzlement or larceny.

Therefore, before reaching the question of whether fraud or defalcation has occurred, the court must determine whether one or both Defendants were acting in a fiduciary capacity. The Complaint does not contain factual allegations that would support a finding that the Defendants were acting in a fiduciary capacity. As a general rule, no fiduciary relationship arises between parties that are dealing at arms length in an ordinary commercial relationship. See South Atlantic Ltd. Partnership of Tennessee, L.P. v. Riese, 284 F.3d 518, 533 (4th Cir. 2002); In re Mid-Island Hosp., Inc., 276 F.3d 123, 130 (2nd Cir. 2002). A factoring agreement is one such commercial relationship in which parties are not typically acting as fiduciaries. See In re Barber, 105 B.R. 697, 700 (Bankr. M.D. Fla. 1989). In this instance, the relationship between the Defendants and the Plaintiffs appears to have been an arms length commercial transaction created by the Factoring Agreement and the Notes and does not appear fiduciary in nature.

While the Complaint does not contain sufficient facts for the court to reasonably infer that a fiduciary relationship existed, it does contain factual allegations that state a claim under section 523(a)(4) for embezzlement. Embezzlement involves many of the same elements: (1) entrustment to the debtor of (2) property (3) of another (4) which the debtor appropriates for his

or her own use (5) with intent to defraud. As with a claim under section 523(a)(2), a debtor may appropriate money for his or her own use by depositing the money into the account of a corporation which is controlled or owned by the debtor. See In re Brady, 101 F.3d at 1173.

The Complaint alleges that the Defendants received payments from contractors on factored invoices. The Factoring Agreement provided that any funds received by Forsyth Drywall must be remitted to CM Partnership no later than the next business day. In lieu of remitting the funds to CM Partnership, the Defendants deposited them into Forsyth Drywall's account. The Complaint alleges that this diversion of funds was brought about by the Defendants' personal conduct. These funds were placed into an account from which the Defendants could obtain a benefit. Copies of the checks that were deposited into Forsyth Drywall's account are attached to the Complaint. While the Defendants contend that Mrs. Groover was not involved in the transactions of the business, the Complaint alleges otherwise, and the court must take these allegations as true for the purposes of this motion. The court finds that these allegations are sufficient to state a claim under section 523(a)(4).

Section 523(a)(6)

Section 523(a)(6) provides that a discharge under section 727 of the Bankruptcy Code does not discharge an individual debtor from any debt for willful and malicious injury by the debtor to another entity or to the property of another entity. 11 U.S.C. § 523(a)(6). The term "willful," as used in section 523(a)(6), requires an intentional injury, not merely an intentional act that results in injury. See Kawaauhau v. Geiger, 523 U.S. 57, 118 S.Ct. 974, 140 L.Ed.2d 90 (1998). A debtor must not only have intended to exercise control over the plaintiffs' property, but have done so intending the consequent injury to the plaintiffs' interest in the property. Id.

The requirement that the conduct be "malicious," however, does not require a showing of ill will. See In re Stanley, 66 F.3d 664, 667 (4th Cir.1995). Rather, an injurious act done deliberately and intentionally, in knowing disregard of the rights of another, is sufficiently willful and malicious for the purposes of section 523(a)(6). Id.

Conversion can constitute a willful and malicious injury to property for the purpose of § 523(a)(6). See Haemonetics Corp. v. Dupre, 238 B.R. 224, 229 (D. Mass. 1999) (wife's knowing use of embezzled funds to support extravagant lifestyle constituted conversion which was sufficient to support a nondischargeability complaint under section 523(a)(6)); In re Granati, 270 B.R. 575, 591 (Bankr. E.D. Va. 2001) (finding that debtor's redirection of annuity payments to personal bank account, in violation of rights she had granted to creditor under valid equitable assignment of annuity proceeds, qualified as "conversion" of creditor's property, and constituted a willful and malicious injury to property for the purpose of § 523(a)(6)); In re Wong, 291 B.R. 266, 280 (Bankr. S.D.N.Y. 2003)(Allegations in complaint that debtor had removed funds to prevent bank from collecting them were sufficient to state claim under § 523(a)(6)).

Here, the Complaint includes allegations sufficient to infer that the Defendants converted property of another. The Complaint alleges that Defendants secretly deposited into Forsyth Drywall's account at least two checks from contractors remitting payment on factored invoices. CM Partnership had purchased those receivables and was entitled to those payments pursuant to the terms of the Factoring Agreement. Furthermore, the Complaint alleges that both Mr. and Mrs. Groover were parties to these transactions. Viewing the allegations in the light most favorable to the Plaintiffs, the Complaint alleges sufficient factual details from which the court can infer that the Defendants acted willfully and maliciously to cause injury. Accordingly, the

court finds that the Complaint states a claim under § 523(a)(6).

Based on the foregoing, it is therefore ORDERED that the Defendants' motion to dismiss is granted with respect to the claims for relief under sections 727(a)(5) and 523(a)(2)(B). As to the remaining causes of action pursuant to sections 727(a)(2), 523(a)(2)(A), 523(a)(4), and 523(a)(6), the Defendants' motion is denied.

This the 16 day of January 2004.

CATHARINE R. CARRUTHERS

Catharine R. Carruthers
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

IN RE:)	
)	
Herbert Lee Groover)	Case No. 03-51013 C-7
Linda Diane Groover)	
)	
Debtor)	
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CM. Partnership, Dry Wall Resources,)	
Ltd., Carver Sales, Inc., dba Drywall)	
Personnel, and Edna I. Carver)	
)	Adversary Proceeding No.
Plaintiff)	03-6103
v.)	
Herbert Lee Groover and)	
Linda Diane Groover)	
)	
Defendant)	

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that on the below date, the undersigned Deputy Clerk served a copy of the Order Granting In Part Defendants' Motion to Dismiss by depositing the same, enclosed in a postpaid wrapper, properly addressed to the following parties in interest, at their last known addresses as shown below, in a post office or official depository under the exclusive care and custody of the United States Postal Service:

John F. Bloss
P. O. Box 1349
Greensboro, NC 27402

Robert E. Price, Jr.
P. O. Box 26364
Winston-Salem, NC 27114

Edwin H. Ferguson, Jr.
P. O. Box 444
Concord, NC 28025

Michael D. West (Via Hand Delivery)
P. O. Box 1828
Greensboro, NC 27420

THIS the 16 day of January, 2004

OFFICE OF THE CLERK


Tonya Doucette

BY: _____
Case Administrator