



stipulated request for an Order extending the Temporary Restraining Order, and the date of the preliminary injunction hearing until March 26, 1999.

Now having considered the complaint, memorandum of law and exhibits filed by the Commission, the Temporary Receiver's Report, and without objection of Defendants, this Court finds that:

1. This Court has jurisdiction over the subject matter of this case, and over all parties hereto;

2. There appearing good cause to believe that the defendants, Michael R. Sullivan, Angela C. Sullivan and Five Star Auto Club, Inc., have engaged and are likely to engage in acts and practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and that the Plaintiff is therefore likely to prevail on the merits of this action;

3. There appearing good cause to believe that immediate and irreparable damage to the Court's ability to grant effective final relief for consumers in the form of monetary restitution will occur from the sale, transfer, or other disposition or concealment by defendants of their assets or corporate records, unless defendants are restrained and enjoined by Order of this Court;

4. There appearing good cause for the Court to appoint a receiver for the pendency of this preliminary injunction;

5. Weighing the equities and considering Plaintiff's likelihood of ultimate success, a preliminary injunction with asset freeze and other equitable relief is in the public interest; and

6. Fed. R. Civ. P. 65(c) does not require security of the United States or an officer or agency thereof.

## Definitions

For the purpose of this preliminary injunction order, the following definitions shall apply:

- A. "Defendants" means Michael R. Sullivan, Angela C. Sullivan and Five Star Auto Club, Inc., and each of their successors, assigns, officers, agents, servants, employees, subsidiaries or affiliates, including but not limited to Five Star Automotive Research & Information Consultants, Five Star Auto Club Marketing, Five Star Consultants, Inc., Five Star Consulting, Inc., and Advanced Funding, Inc., and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any entity, corporation, subsidiary, division, or other device, unless specified otherwise.
- B. "Five Star" means Five Star Auto Club, Inc. and its subsidiaries or affiliates, including but not limited to Five Star Automotive Research & Information Consultants, Five Star, Auto Club Marketing, Five Star Consulting, Inc and Advanced Funding, Inc.
- C. "Assets" means any legal or equitable interest in, right to, or claim to any real or personal property of any Defendant, or held for the benefit of any Defendant, including, but not limited to "goods," "instruments," "equipment," "fixtures," "general intangibles," "inventory," "checks," or "notes" (as these terms are defined in the Uniform Commercial Code), and all chattels, leaseholds, contracts, mails or other deliveries, shares of stock, lists of consumers, accounts, credits, receivables and cash, wherever located.

- D. "Five Star Program" means the Five Star Auto Club program, promoted by Defendants, through which participants purportedly receive income and a VIP Lease in return for recruiting additional program participants.
- E. "Marketing Program" means any program where a person, under a condition that he or she make a payment, is granted the right to receive rewards in return for recruiting other people who are also granted the right to receive rewards in return for recruiting others, upon condition of making a payment, and may further perpetuate the chain of persons who are granted a right upon such conditions. A limitation on the number of persons who may participate, or the presence of additional conditions affecting eligibility for the above right to recruit or the receipt of profits therefrom does not change the identity of the program as a Marketing Program.
- F. "Marketing Program Participant" means anyone who, under a condition that he or she make a payment, is granted the right to receive rewards in return for recruiting other people who are also granted a right to receive rewards in return for recruiting others, upon condition of making a payment, and may further perpetuate the chain of persons who are granted a right upon such conditions.
- G. "VIP Lease" means any automobile lease offered, brokered, arranged or marketed by any of the Defendants to Marketing Program Participants as a benefit, in part or in whole, for recruiting other Marketing Program Participants.

## **CONDUCT PROHIBITIONS**

### **I.**

#### **INJUNCTION AGAINST MISREPRESENTATIONS**

**IT IS THEREFORE ORDERED** that, in connection with the advertising, promoting, marketing, offering or providing, or assisting others in the advertising, promoting marketing, offering or providing the Five Star Program, or any other Marketing Program, Defendants are hereby restrained and enjoined from making or assisting in the making of, expressly or by implication, orally or in writing, any false or misleading statement or representation of material fact, including, but not limited to:

- A. Misrepresentations that consumers who participate in the Five Star Program, or any other Marketing Program, will financially benefit from such participation; and
- B. Misrepresentations that consumers who participate in the Five Star Program, or any other Marketing Program, will receive a VIP Lease, or something else of value.

### **II.**

#### **INJUNCTION AGAINST MATERIAL OMISSIONS**

**IT IS FURTHER ORDERED** that, in connection with the advertising, promoting, marketing, offering or providing, or assisting others in the advertising, promoting, marketing, offering or providing of the Five Star Program, or any other Marketing Program, Defendants are hereby restrained and enjoined from failing to disclose, clearly and conspicuously, orally or in writing, all information material to a consumer's decision to participate in the Five Star or other Marketing Program, including but not limited to:

- A. The fact that the structure of the Five Star Program, or other Marketing Program, prevents the vast majority of participants from profiting financially from the Marketing Program, receiving a VIP Lease, or receiving something else of value.

**III.**  
**INJUNCTION AGAINST PROVIDING OTHERS WITH**  
**THE MEANS AND INSTRUMENTALITIES TO**  
**VIOLATE SECTION 5 OF THE FTC ACT**

**IT IS FURTHER ORDERED** that in connection with the advertising, promoting, marketing, offering or providing, or assisting others in the advertising, promoting, marketing, offering or providing of the Five Star Program or any other Marketing Program,

- A. Defendants are prohibited from providing to others the means and instrumentalities with which to make, expressly or by implication, orally or in writing, any false or misleading statement or representation of material fact, including but not limited to:
1. Misrepresentations that consumers who participate in the Five Star Program, or any other Marketing Program, will financially benefit from such participation; and
  2. Misrepresentations that consumers who participate in the Five Star Program, or any other Marketing Program, will receive a VIP Lease, or something else of value.
- B. Defendants are prohibited from providing to others the means and instrumentalities to advertise, promote, market, offer or provide the Five Star program or any other Marketing Program which fails to disclose, clearly and conspicuously, orally or in writing, all information material to a consumer's decision to participate in the Five Star program or other Marketing Program, including but not limited to:

1. The fact that the structure of the Five Star Program, or other Marketing Program, prevents the vast majority of participants from profiting financially from the Marketing Program, receiving a VIP Lease, or receiving something else of value.

## **RECEIVERSHIP PROVISIONS**

### **IV. APPOINTMENT OF RECEIVER**

**IT IS FURTHER ORDERED** that Peter Zlotnick, Esq., appointed temporary receiver by the Temporary Restraining Order, is hereby appointed as receiver (the "Receiver"), with the full power of an equity receiver, for Five Star and of all the funds, properties, premises, accounts and other assets directly or indirectly owned, beneficially or otherwise, by Five Star, with directions and authority to accomplish the following:

- A. To hold, preserve and administer the business of Five Star, with full authority to perform all acts necessary or incidental thereto, including the power to continue and conduct or to suspend the business of Five Star in such manner, to such extent, and for such duration as the Receiver may in good faith deem to be necessary or appropriate;
- B. Maintain full control of Five Star by removing Defendants Michael R. Sullivan and Angela C. Sullivan and any other officer, independent contractor, employee, or agent of Five Star, from control and management of the affairs of Five Star;
- C. Collect, marshal, and take custody, control, possession and management of all the funds, property, premises, accounts, mail and other assets of, or in the possession or under the control of Five Star, wherever situated, the income and profits therefrom, and all sums of

money now or hereafter due or owing to Five Star with full power to: collect, receive and take possession of and manage all goods, chattels, rights, credits, monies, effects, lands, leases, books and records, work papers, and records of accounts, including computer-maintained information, contracts, financial records, monies on hand in banks and other financial institutions, and other papers and documents of Five Star and business venture purchasers whose interests are now held by or under the direction, possession, custody or control of Five Star;

- D. Perform all acts necessary to conserve, hold, manage, and preserve the value of those assets, in order to prevent any further irreparable loss, damage and injury to consumers;
- E. Perform all acts necessary to ensure that Five Star is in compliance with the provisions of this Order, including ceasing all advertising, marketing, offering or providing or assisting others in doing the same which contains any false or misleading statements of material fact or which fail to disclose all information material to a consumer's decision to participate in the Marketing Program;
- F. Make best efforts to notify Five Star's Marketing Program Participants about this Order. Such efforts can include posting this Order on Five Star's World Wide Web page, and providing information to Participants through Five Star's weekly conference calls and fax-on-demand service;
- G. To report to this Court and to the Commission any violation by Defendants of this Order or of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), that the Receiver may become aware of;

- H. Enter into agreements in connection with administration of the receivership, including, but not limited to: (1) the retention and employment of investigators, attorneys or accountants of the Receiver's choice, including, without limitation, members and employees of the Receiver's firm, to assist, advise, and represent the receiver, and (2) the movement and storage of any equipment, furniture, records, files or other physical property of Five Star;
- I. Institute, prosecute, compromise, adjust, intervene in or become party to such actions or proceedings in state, federal or foreign courts that the Receiver deems necessary and advisable to preserve the value of the properties of Five Star or that the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Order, and likewise to defend, compromise or adjust or otherwise dispose of any or all actions or proceedings instituted against the Receiver or Five Star that the Receiver deems necessary and advisable to preserve the properties of Five Star or that the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Order;
- J. Prepare and submit a second Report to this Court and to the parties, not less than seven (7) days prior to the scheduled Trial, supplementing the Receiver's first report and describing what he learned about Five Star's business activities, including, but not limited to, the number of consumers participating in Five Star's Marketing Program (including a breakdown by category of participation: consultants, members and member/consultants), the amount of money received by Five Star from the Marketing Program Participants, the amount of money distributed to Marketing Program Participants by Five Star, the number and percentage of Marketing Program Participants who have made money through their

participation in the Marketing Program, and the average amount of money made by such participants, the number and percent of Five Star participants who have qualified for and the number who have received a VIP Lease through participation in the Marketing Program, and the role of Michael R. Sullivan and Angela C. Sullivan and any other officers or directors of Five Star; and

K. Conduct discovery, consistent with the Federal Rules of Civil Procedure.

The Receiver and all personnel hired by the Receiver as herein authorized, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by them, from the assets now held by or in the possession or control of, or which may be received by, Five Star. The Receiver shall file with the Court and serve on the parties periodic requests for the payment of such reasonable compensation, with the first such request due prior to sixty days after the date of this Order. The Receiver shall not increase the Receiver's fee rate billed to the receivership estate without prior approval of the Court. The Receiver may withdraw from his appointment at any time after the entry of this Order, upon 10 days notice to the parties and the Court, and upon entry of an order by this Court approving such withdrawal. The Receiver shall be relieved of all responsibilities and liabilities upon entry of such order.

The Receiver shall maintain on file with the Clerk of this Court a bond in the sum of \$10,000 with sureties to be approved by the Court, conditioned that the Receiver will well and truly perform the duties of the office and abide by and perform all acts the Court directs.

L. The Receiver shall release the amount due on storage directly to Arnoff Moving and Storage, Inc.

M. The Receiver shall release Twelve Thousand Five Hundred dollars (\$12,500) directly to the individual Defendants' counsel for fees incurred in this matter, without opposition or concurrence of Plaintiff.

**V.  
ACCESS TO BUSINESS RECORDS**

**IT IS FURTHER ORDERED** that Defendants shall allow the Receiver appointed herein and his representatives, agents, and assistants, continuing access to Five Star's business premises and any other location where Five Star's property or business records are located. Such locations specifically include, but are not limited to, Five Star's marketing offices at 737 E. Avalon Avenue, Muscle Shoals, Alabama. The Receiver, his agents, and assistants, shall have the right to remove documents from Five Star's premises in order that they may be inspected, inventoried, and copied.

If any business records or property relating to Five Star is located in the personal residence of a Defendant and request to enter such residence is denied, then such Defendant shall, within forty eight (48) hours of the request:

A. Produce to the Receiver, at a location designated by the Receiver, all contracts, accounting data, written or electronic correspondence, advertisements, computer tapes, discs, or other computerized or electronic records, books, written or printed records, handwritten notes, telephone logs, telephone scripts, telephone bills, receipt books, ledgers, membership records and lists, refund records, receipts, ledgers, bank records (including personal and business monthly statements, canceled checks, records of wire transfers, and check registers) appointment books, copies of federal, state and local business or personal income or property tax returns, 1099 forms, title records and other documents or records of any kind that relate to Defendants' business practices; and

- B. Produce to the Receiver, at a location designated by the Receiver, all computers and data in whatever form, used by Defendants, in whole or in part, relating to Defendants' business practices.

**VI.  
TURNOVER TO RECEIVER**

**IT IS FURTHER ORDERED** that, immediately upon service of this Order upon them, Defendants, and any other person or entity served with a copy of this Order, shall forthwith or within such time as permitted by the Receiver in writing, have a continuing duty to deliver to the Receiver:

- A. Possession and custody of all assets including, but not limited to, funds and property owned beneficially or otherwise, wherever situated, of Five Star;
- B. Possession and custody of all books and records of accounts, all financial and accounting records, balance sheets, income statements, bank records (including monthly statements, canceled checks, records of wire transfers, and check registers), participant lists, title document, and other papers of Five Star;
- C. Possession and custody of all funds and other assets belonging to members of the public now held by Five Star;
- D. All keys, computer passwords, entry codes, combinations to locks required to open or gain access to any of the property or effects, and all monies in any bank deposited to the credit of Five Star, wherever situated;
- E. Information identifying the accounts, employees, properties, or other assets or obligations of Five Star; and

- F. All information and documentation necessary to access and modify the content on Five Star's World Wide Web site(s).

**VII.  
STAY OF OTHER ACTIONS**

**IT IS FURTHER ORDERED** that except by leave of this Court, during the pendency of the receivership ordered herein, Defendants and all customers, principals, investors, creditors, stockholders, lessors, and other persons seeking to establish or enforce any claim, right or interest against or on behalf of Five Star, or any of its subsidiaries or affiliates, and all others acting for or on behalf of such persons, including attorneys, trustees, agents, sheriffs, constables, marshals, and other officers and their deputies, and their respective attorneys, servants, agents and employees be and are hereby stayed from:

- A. Commencing, prosecuting, continuing or enforcing any suit or proceeding against Five Star, except that such actions may be filed to toll any applicable statute of limitations;
- B. Commencing, prosecuting, continuing or entering any suit or proceeding in the name of or on behalf of Five Star.
- C. Accelerating the due date of any obligation or claimed obligation, enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, a property of Five Star, or any property claimed by any of them or attempting to foreclose, forfeit, alter or terminate any of Five Star's interests in property, including, without limitation, the establishment, granting, or perfection of any security interest, whether such acts are part of a judicial proceeding or otherwise;
- D. Using self-help or executing or issuing, or causing the execution or issuance of any court attachment, subpoena, replevin, execution or other process for the purpose of impounding

or taking possession of or interfering with, or creating or enforcing a lien upon any property, wheresoever located, owned by or in the possession of Five Star, or the Receiver appointed pursuant to this Order or any agent appointed by said Receiver; and

E. Doing any act or thing whatsoever to interfere with the Receiver taking control, possession or management of the property subject to this receivership, or to in any way interfere with the Receiver, or to harass or interfere with the duties of the Receiver; or to interfere in any manner with the exclusive jurisdiction of this Court over the property and assets of Five Star, or its subsidiaries or affiliates, including the filing by the additional defendants of a petition for relief under the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., as to Five Star.

Provided, however, nothing in this Paragraph shall prohibit any federal or state law enforcement or regulatory authority from commencing or prosecuting an action against Five Star.

#### **VIII. PLAINTIFF'S ACCESS TO BUSINESS RECORDS**

**IT IS FURTHER ORDERED** that Defendants and the Receiver shall allow Plaintiff's representatives, agents, and assistants continuing access to Defendants' business premises to inspect and copy documents so the Commission may prepare for the trial of this matter. To the extent Defendants or third parties turn over to the Receiver records relating to Defendants' business, but not kept at Defendants' business premises, Defendants and the Receiver shall also allow Plaintiff's representatives, agents and assistants access to those additional records.

## ASSET & RECORD RETENTION

### IX. ASSET FREEZE

**IT IS FURTHER ORDERED** that, unless otherwise ordered by this Court,

Defendants are hereby restrained and enjoined from:

- A. Transferring, converting, encumbering, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, perfecting a security interest in, or otherwise disposing of any funds, property, accounts, contracts, shares of stock, lists of consumer names, or other assets, wherever located, including outside the United States, other than to make transfers to the Receiver appointed herein, that are (1) owned or controlled, directly or indirectly, by any Defendant, in whole or in part; (2) in the actual or constructive possession of any Defendant; or (3) owned, controlled by, or in the actual or constructive possession of any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by, or under common control with any Defendant, including but not limited to, any assets held by, for, or under the name of any Defendant at any bank or savings and loan institution, or with any broker-dealer, escrow agent, title company, commodity trading company, precious metal dealer, or other financial institution or depository of any kind;
- B. Without limiting the foregoing, First Union National Bank shall transfer all funds held in the name of Michael R. Sullivan, including account number 8885728787 to such account in the name of the Receiver, Peter B. Zlotnick, as the Receiver shall direct.
- C. Opening or causing to be opened any safe deposit boxes titled in the name of any Defendant, or subject to access by any Defendant; and

- D. Incurring charges or cash advances on any credit or charge card issued in the name, singly or jointly, of ~~any~~ Five Star or guaranteed by Five Star.

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**X.  
REPATRIATION OF ASSETS AND DOCUMENTS  
LOCATED IN FOREIGN COUNTRIES**

**IT IS FURTHER ORDERED** that Defendants, whether acting through any trust, corporation, subsidiary, division, or other device:

- A. To the extent they have not already done so, immediately take such steps as are necessary to transfer to the territory of the United States of America all documents and assets that are located outside of such territory and are held by or for Defendants or are under Defendants' direct or indirect control, jointly, severally, or individually; and
- B. To the extent they have not already done so, immediately, provide the Plaintiff and Receiver with a full accounting of all documents and assets that are located outside of the territory of the United States of America and are held by or for Defendants or are under Defendants' direct or indirect control, jointly, severally, or individually; and
- C. Hold and retain all transferred documents and assets and prevent any transfer, disposition, or dissipation whatsoever of any such assets or funds, except for transfers to the Receiver; and
- D. Provide Plaintiff access to Defendants' records and documents held by financial institutions outside the territorial United States, by signing the Consent to Release of Financial Records attached to the Temporary Restraining Order as Attachment A.

**XI.  
FINANCIAL STATEMENTS**

**IT IS FURTHER ORDERED** that each Defendant shall have a continuing duty to provide the Commission and Receiver with updated financial statements, on the forms attached to the Temporary Restraining Order as Attachments B and C, for each Defendant individually and for each corporation of which such Defendant is an officer.

**XII.  
CONSUMER CREDIT REPORTS**

**IT IS FURTHER ORDERED** that pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(1), any consumer reporting agency may furnish a consumer report concerning any of the Defendants to the Commission.

**XIII.  
PRESERVATION OF RECORDS**

**IT IS FURTHER ORDERED** that Defendants are hereby restrained and enjoined from destroying, erasing, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, directly or indirectly, any contracts, accounting data, correspondence, advertisements, computer tapes, discs, or other computerized records, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, copies of federal, state or local business or personal income or property tax returns, and other documents or records of any kind that relate to the business practices or business or personal finances of the Defendants.

**XIV.**  
**MAINTENANCE OF CURRENT BUSINESS RECORDS**

**IT IS FURTHER ORDERED** that Defendants are hereby restrained and enjoined from:

- A. Failing to create and maintain documents that, in reasonable detail, accurately, fairly, and completely reflect their incomes, disbursements, transactions, and use of money; and
- B. Creating, operating, or exercising any control over any business entity, including any partnership, limited partnership, joint venture, sole proprietorship or corporation, without first providing the Commission with a written statement disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals, managers and employees; and (4) a detailed description of the business entity's intended activities.

**XV.**  
**RETENTION OF ASSETS AND RECORDS**

**IT IS FURTHER ORDERED** that, pending final resolution of this case, or further order of this Court, any financial or brokerage institution, business entity, or person served with a copy of this Order that holds, controls or maintains custody of any account or asset of the Defendants, or has held, controlled or maintained custody of any such account or asset at any time since the date of entry of this Order shall

- A. Hold and retain within its control and prohibit the withdrawal, removal, assignment, transfer, pledge, encumbrance, disbursement, dissipation, conversion, sale, or other disposal of any such asset except by further order of the Court;

- B. Deny Defendants access to any safe deposit box that is:
1. titled in the name of any Defendant, either individually or jointly; or
  2. otherwise subject to access by any Defendant;
- C. Provide the Commission's counsel and the Receiver appointed herein, within five (5) business days of receiving a copy of this Order, a sworn statement setting forth:
1. the identification number of each such account or asset titled in the name, individually or jointly, of any Defendant, or held on behalf of, or for the benefit of, any Defendant, or upon which any Defendant is a signatory;
  2. the balance of each such account, or a description of the nature and value of such asset as of the close of business on the day on which this Order is served, and, if the account or other asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted; and
  3. the identification of any safe deposit box that is either titled in the name, individually or jointly, of any Defendant, or is otherwise subject to access by any Defendant; and
- D. Upon the request by the Commission or the Receiver, promptly provide the Commission with copies of all records or other documentation pertaining to such account or asset, including but not limited to originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips,

currency transaction reports, 1099 forms, and safe deposit box logs. Any such financial institution, account custodian, or other aforementioned entity may arrange for the Commission to obtain copies of any such records which the Commission seeks.

### **NOTIFICATION PROVISIONS**

#### **XVI. DISTRIBUTION OF ORDER BY DEFENDANTS**

**IT IS FURTHER ORDERED** that Defendants shall immediately provide a copy of this Order to each officer, director and employee of any Defendant, and shall, within ten (10) days from the date of entry of this Order, provide the Commission with a sworn statement that Defendants have complied with this provision of the Order, which statement shall include the names and addresses of each such person or entity who received a copy of the Order.

#### **XVII. SERVICE OF ORDER**

**IT IS FURTHER ORDERED** that copies of this Order may be served by any means, including facsimile transmission, upon any financial institution or other entity or person that may have possession, custody, or control of any documents or assets of the Defendants, or that may be subject to any provision of this Order.

**XVIII.**  
**RETENTION OF JURISDICTION**

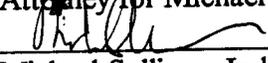
**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for all purposes.

Stipulated and Agreed to:

  
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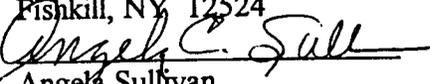
Benjamin Ostrer (7742)  
P.O. Box 509  
69 Brookside  
Chester, NY 10918  
Attorney for Michael and Angela Sullivan

4-5-99  
Date

  
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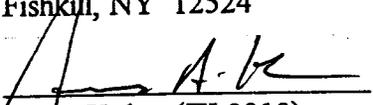
Michael Sullivan, Individually and  
for Defendant Five Star as President  
The Fishkill Residence Inn  
2481 Route 9  
Fishkill, NY 12524

4.5.99  
Date

  
\_\_\_\_\_

Angela Sullivan  
The Fishkill Residence Inn  
2481 Route 9  
Fishkill, NY 12524

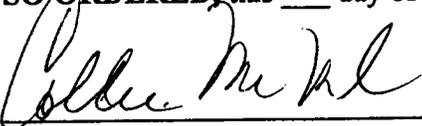
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James Kohm (JK 2910)  
Elizabeth A. Hone (EH 6595)  
FEDERAL TRADE COMMISSION  
600 Pennsylvania Avenue, N.W.  
Washington, D.C. 20580  
Attorney for Plaintiff

4/5/99  
Date

SO ORDERED, this 5<sup>th</sup> day of April, 1999

  
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United States District Judge  
Southern District of New York  
White Plains Division