ATTACHMENT 1

[Note: BPM reserves the right to file in either or both the United States Court of Federal Claims or the United States District Court, as the relief available in each court is potentially different and not overlapping]

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

BP-Metropolitan Investors, LLC 10740 Parkridge Blvd. Suite 120 Reston, VA 20191 *Plaintiff,* v. THE UNITED STATES, *Defendant.*	)	**Case No. _____**

COMPLAINT

Plaintiff BP-Metropolitan Investors, LLC ("BPM"), by and through its undersigned counsel, upon personal knowledge as to itself, its own acts, and the contents of the documents referred to herein, and upon information and belief as to all other matters, hereby sues Defendant, the United States of America, acting through the United States General Services Administration ("GSA" or "Agency"), and for its Complaint alleges as follows:

NATURE OF THE ACTION

1. This action protests the GSA's decision to select the Trump Organization ("Trump") as the Preferred Selected Developer ("PSD") to redevelop the Old Post Office building and Annex located in downtown Washington, D.C. ("OPO" or "Old Post Office"). BPM seeks recovery of bid preparation and proposal costs as well as a permanent injunction and declaratory judgment requiring the Agency to: (1) terminate the Agency's selection of Trump as the PSD; (2)

disqualify Trump from selection as the PSD for submitting a proposal not in conformance with the RFP's requirements; and (3) require the GSA to enter into discussions with BPM, and/or BPM and other offerors remaining within the competitive range.

2. This protest concerns the GSA's breach of its duty to consider honestly and fairly BPM's proposal submitted in response to solicitation # NR-73002105 ("Solicitation" or "RFP").

3. BPM's development team included a hotel partner Hilton Hotels and Resorts (under the brand "Waldorf Astoria") and several retail partners, including Tiffany and Co., Ralph Lauren, Hermes of Paris, and Equinox Fitness.

4. GSA's selection of Trump as the PSD was arbitrary, capricious and an abuse of discretion, in violation of the express requirements of the GSA's own RFP.

5. On information and belief, GSA failed to evaluate the supplementation of BPM's initial financial proposal as requested by GSA and submitted timely before award.

6. On information and belief, Trump failed to comply with the RFP and appropriately disclose the history of its team with regard to "bankruptcy or loan defaults on real estate development projects", and thus, Trump's proposal should have been disqualified from award as nonresponsive.

7. Alternatively, on information and belief, GSA failed to appropriately evaluate or weigh the third evaluation factor for award, "Developer's Financial Capacity and Capability," which mandated disclosure of "bankruptcy or loan defaults on real estate development projects" for each developer and development team

8. Finally, on information and belief, GSA failed to adequately conduct a price reasonableness analysis of the fourth evaluation factor for award, "Developer's Financial Offer and Supporting Financial Information," which specifically mandated that the GSA "review the supporting financial information of the financial offer to determine the reasonableness of the financial offer." Had GSA properly conducted a price reasonableness analysis of the proposals submitted by Trump including investment promises, cost of total investment and revenue values, the GSA should have concluded that the pricing proposed and claims of revenues that GSA would obtain from the OPO were unreasonable in light of both comparable market conditions, lack of recognized retail brands and prior performance of Trump hotels in the U.S. Additionally, there is insufficient market data to support the alleged revenue stream for Trump's unnamed retail components.

JURISDICTION

9. This Court has jurisdiction over this matter pursuant to the Tucker Act, as amended, codified at 28 U.S.C. § 1491.

THE PARTIES

10. Plaintiff BPM is a limited liability corporation organized and doing business under the laws of the State of Delaware, having its principal place of business at 10740 Parkridge Blvd. Suite 120 Reston, VA 20191.

11. Defendant, the United States of America, for all purposes relevant hereto acted by and through the GSA, an agency of the federal government.

FACTUAL BACKGROUND

A. Solicitation Background and Timeline

12. On March 24 ,2011, the GSA issued the RFP, seeking proposals for redevelopment of the Old Post Office Building, located at 1100 Pennsylvania Ave. NW, Washington, DC.

13. The RFP anticipated the PSD would enter into exclusive negotiations with the GSA to enter into a 60-year lease agreement for the Old Post Office, in accordance with statutory authority found in the Old Post Office Building Redevelopment Act of 2008 and Section 111 of the National Historic Preservation Act ("NHPA").

14. The RFP provided that "GSA has established a formal selection process in which the RFP specifies the specific selection criteria for the most highly qualified developer (identified as the PSD) to redevelop the OPO." Exhibit 1 (Excerpt from RFP) at 5.

15. The RFP further provided that "[t]he selection process will be carried out in accordance with the evaluation criteria and procedures outlined in this RFP," and that "GSA will select the PSD with whom to enter into negotiations for leasing the OPO, based on the criteria outlined in the RFP." Exhibit 1 at 5, 12.

16. The RFP provided four evaluation factors for award:

1. Experience and Past Performance of Developer & Developer's Key Personnel – 15%

2. Developer's Site Plan and Design Concept – 35%

3. Developer's Financial Capacity and Capability – 15%

4. Developer's Financial Offer and Supporting Financial Information – 35%

Exhibit 1 at 13.

17. RFP responses were due on July 20, 2011, and BPM timely submitted its initial proposal in accordance with the RFP's requirements.

18. Following submission of initial proposals, BPM received a letter from GSA dated September 15, 2011 ("Clarification Letter"). *See* Exhibit 2. The Clarification Letter specifically requested a written response from BPM regarding certain issues identified by GSA in BPM's initial proposal.

19. BPM responded to the Clarification Letter within the timeframe requested by GSA.

20. Subsequently, BPM received a second letter from GSA dated December 13, 2011 ("Discussions Letter"). *See* Exhibit 3. The Discussions Letter requested that BPM and counsel make an oral and written presentation to GSA and noted specific weaknesses/deficiencies identified by the GSA, inviting BPM to enter into discussions with GSA regarding its proposal.

21. On December 21, 2011, BPM made its oral and written presentation to GSA in response to the Discussions Letter, including presenting an amended financial proposal and timely submitted a written supplement to its initial proposal in accordance within the 30 page limit mandated by GSA. GSA never reviewed the amended offer proposed by BPM, nor did GSA provide BPM any notice or explanation that BPM's amended offer was not going to be reviewed in considering PSD selection.

22. On February 7, 2012, GSA announced that it had selected Trump as the PSD in response to the RFP to arrive at the highest and best use for the property and the most lucrative financial return to the US Government.

B. Request for Debriefing/Post-Selection Meeting

23. Following receipt of the notification of selection of Trump as the PSD, BPM requested in writing a debriefing meeting with GSA regarding the selection of Trump as the PSD.

24. On February 24, 2012, GSA declined BPM's request for a debriefing, but granted BPM a meeting with GSA to discuss the reasons why BPM was not selected as the PSD:

> [A] debriefing is a term of art primarily used in procurements conducted under Part 15 of the Federal Acquisition Regulation ("FAR"). The process to choose a Preferred Selected Developer for the Redevelopment of the Old Post Office was not conducted under FAR Part 15. Accordingly, there is no requirement for GSA to conduct a debriefing, and GSA therefore declines your request for a debriefing.
>
> That being stated, GSA is willing to provide your team with the opportunity to understand why it was not selected as the PSD based upon the criteria outlined in the RFP.
>
> Exhibit 4.

25. On February 29 2012, BPM met with GSA to discuss the selection of Trump as the PSD and BPM's questions and concerns regarding the PSD selection process ("Post-Selection Meeting").

26. At the Post-Selection Meeting, GSA provided BPM with details regarding the evaluation of the offerors for the RFP, the manner in which Trump was selected as the PSD, and the GSA's view of the strengths and weaknesses of BPM's proposal.

27. At the Post-Selection Meeting, BPM inquired why GSA had not entered into negotiations with a competitive range of offerors, as contemplated in the RFP.

28. Despite the fact that the GSA CO stated that he would love to "roll my sleeves up" on entering into negotiations with a competitive range of offerors, the GSA stated that it had made a determination based on the strength of Trump's initial proposal that further negotiations were not necessary, despite also earlier stating that the primary distinguishing factor between Trump and BPM was price.

29. By failing to enter into negotiations with offerors in the competitive range where price was the distinguishing factor, GSA failed to take advantage of the fact that BPM had already increased its financial offer (which was not evaluated) and expected such negotiations to occur where further concessions could be made.

30. By refusing to exercise its discretion to enter into negotiations, GSA locked itself into negotiations with Trump while leaving substantial dollars on the table from other offerors who may have been willing to increase their offers in light of the Trump initial proposal.

31. Furthermore, on information and belief, there was a common belief that there would be further negotiations with offerors after the presentations to arrive at the best combination of concept and price. In common real estate practice this would have arrived at the best result for the US Government and taxpayers with the least amount of risk.

32. Based on a review of press reports and court documents involving Trump conducted by BPM summarized in greater detail below and in the summary enclosed as Appendix A, a pattern emerges of an organization that is unreliable in development, delinquent with regard to its loan payments, and indifferent toward the interests of its investors and partners.

COUNT I

GSA Failed To Evaluate BPM's Amended Proposal After Expressly Requesting BPM To Enter Into Discussions Regarding Its Initial Proposal

33. Plaintiff realleges and incorporates by reference the allegations of Paragraphs 1 through 32 above, as if fully set forth herein.

34. On December 13, 2011, GSA sent to BPM the Discussions Letter, which specifically requested that BPM "make a presentation regarding the [RFP]." This letter stated that "[b]ased upon a review of [BPM's] initial proposal, the government has identified the following weaknesses/deficiencies". *See* Exhibit 3.

35. The language of the RFP provided that "GSA, at its sole discretion, may discuss matters pertaining to the proposals with some or all of the developers." Exhibit 1 at 12.

36. Agencies awarding contracts are generally required to conduct meaningful discussions with all competitive range offerors if discussions are entered into. In order for discussions to be meaningful, contracting offers are required to advise offerors of deficiencies in their proposals and provide offerors an opportunity to revise their proposals to satisfy the government's requirements. *See, e.g.*, FAR §§ 15.610(c)(2), (5).

37. The language of the Discussions Letter specifically identified "weaknesses/deficiencies" to be addressed at the presentation, including "Factor 4," which included "Low Lease payments." *See* Exhibit 3.

38. The transmission of the Discussions Letter by GSA to BPM included an attachment titled "Presentation Questions and Answers" ("Q&A Sheet"). The Q&A Sheet indicated in several places that GSA's intent was to enter into discussions with BPM and thus, provide BPM with the opportunity to revise and supplement its proposal to satisfy GSA's requirements, stating:

> 11.) Should offerors only cover the information submitted in the initial offers?
>
> Answer: Please refer to cover letter. *Offerors are free to allocate the 60 minute block of time as they deem necessary.*
>
> . . . .
>
> 14.) According to the March RFP, GSA reserves the right to discuss matters with some or all developers. Are there any matters particular to the proposal that you like to see offerors elaborate upon in the oral presentations?
>
> Answer: Please refer to cover letter.
>
> . . . .
>
> 20.) Should offerors prepare any handout for the presentation or can offerors assume that the selection panels have our full submittal?
>
> Answer: Offerors may provide any handouts they deem necessary. In additional offerors are free to present *any information they deem necessary*, including but not limited to Power Point, multi-media presentations, etc. *Offerors are limited,*

however, to providing a thirty (30) page written submission that will be left with GSA and included as a supplement to the offeror's initial proposal submission.

Exhibit 3 (emphasis in italics added).

39. At the December 21, 2011 presentation, BPM specifically referred to an amendment of its initial proposal with regard to its financial proposal, specifically in response to the "Low Lease payments" identified as a weakness/deficiency in the Discussions Letter. BPM expressly amended its offer at the December 21, 2011 presentation to include (i) amending its rent offer, including 25% of the retail percentage rent to GSA; (ii) deferred participation to GSA subject to a preference return to BPM in accordance with the RFP; and (iii) modification of the financial offer to assist in the relocation of existing tenants.

40. At the December 21, 2011 presentation, GSA specifically responded to BPM's amended financial offer, requesting clarification on the manner in which the retail percentage rent values were computed. BPM responded that it would be happy to follow-up with GSA on this matter following the meeting. Despite GSA's indication at the meeting that it would follow up with BPM on this issue, GSA did not request any additional information regarding BPM's amended pricing proposal.

41. At the Post-Selection Meeting, the GSA specifically stated that offers were reviewed with regard to Evaluation Factor 4 (Developer's Financial Offer and Supporting Financial Information) on the basis of the pro forma information submitted as part of the initial proposal, despite the fact that the Discussions Letter specifically requested that BPM enter into discussions with GSA regarding its initial proposal and the Q&A Sheet indicated that offerors would <u>not</u> be limited to the contents of their initial proposals at the December 21, 2011 presentation.

42. Similarly, the GSA CO stated at the Post-Selection Meeting that there had been no call for revised offers, and that any increases to offers submitted after July 20th were ignored.

43. At the Post-Selection Meeting, the GSA CO stated that BPM's proposal was "very solid" in comparison to the Trump offer, and that BPM's shortcoming was on Evaluation Factor 4 (Developer's Financial Capacity and Capability). Furthermore, the GSA CO stated that BPM's rating on the other three evaluation factors for award were "comparable" to that of Trump. Since the primary distinction between BPM and Trump was based upon Evaluation Factor 4, the failure of GSA to properly evaluate BPM's amended financial offer substantially prejudiced BPM's ability to compete for selection as the PSD.

44. GSA's failure to evaluate BPM's amended proposal after inviting BPM to enter into discussions with GSA and requesting proposal amendments constitutes a violation of the implied in fact contract duty of good faith and fair dealing and a violation of the express terms of the RFP. By failing to evaluate BPM's amended proposal after inviting BPM to enter into discussions, GSA materially prejudiced BPM's ability to compete for selection as PSD and failed to evaluate the highest best use for the property and the most financially lucrative return for the US Government.

45. Furthermore, GSA stated at the Post-Selection Meeting that it had received a separate revised proposal from another offeror. With regard to that amended proposal, GSA stated that it had sealed the revised proposal in an envelope and intended to only review those revised terms if the offeror was selected as the PSD.

COUNT II

GSA Improperly Scored Trump's Proposal With Regard to Financial Capacity and Capability

46. Plaintiff realleges and incorporates by reference the allegations of Paragraphs 1 through 45 above, as if fully set forth herein.

47. Evaluation Factor 3 of the RFP (Developer's Financial Capacity and Capability) required offerors to submit specific information including "[f]or developer and development team, a statement regarding any . . . bankruptcy or loan defaults on real estate development projects." Exhibit 1 at 18.

48. At the Post-Selection Meeting, the GSA stated that BPM's rating on the non-price evaluation factors for award were "comparable" to that of Trump, implying that BPM's rating on Evaluation Factor 3 was not materially different than the rating received by Trump. Similarly, at the Post-Selection Meeting, the GSA CO further indicated offerors were rated similarly with regard to this issue, stating that that "everyone involved in this business from the 80's has gone through bankruptcies" and that bankruptcies and loan defaults were "looked at with all offerors." (emphasis added).

49. BPM's carefully vetted its development team members with regard to bankruptcies and defaults, and it completed its disclosure of any such problems. Contrary to the GSA's statements above, BPM's proposal disclosed no bankruptcies or loan defaults on real estate development projects for BPM or the BPM development team. *See* Exhibit 5 (Excerpt from BPM Initial Proposal).

50. GSA stated at the Post-Selection Meeting that Trump had submitted a "responsive proposal" with regard to this requirement and that GSA had conducted its own independent due diligence with regard to this requirement.

51. At the Post-Selection Meeting, GSA was unable to confirm whether the Source Evaluation Board ("SEB") had rated this specific factor quantitatively using a scoring, or whether the SEB had assessed this subfactor on a "pass/fail" basis.

52. On information and belief, the Trump development team is responsible for substantial numbers of bankruptcies and loan defaults related to real estate development projects that Trump was required to submit in accordance with the requirements of RFP Evaluation Factor 3 (Developer's Financial Capacity and Capability).

53. A summary of Trump's bankruptcies, loan defaults and failures to pay, instances of failure to complete projects and investor suits over development and contract disputes is enclosed as Appendix A. In addition, a listing of representative media reports relating to the events described in Appendix A is enclosed as Appendix B.

54. For example, media reports detail multiple bankruptcies related to real estate development by Trump's firms include four major bankruptcies:

- Trump filed for bankruptcy protection in 1991 when his Atlantic City casino, the Taj Mahal, was buried under $3.4 billion of debt.
- In 1992, the Trump Plaza Hotel in Atlantic City went through a reorganization where lenders claimed that Trump owed $550 million on the hotel.
- In 2004 Trump Hotels and Casino Resorts Inc. filed for voluntary bankruptcy after accumulating $1.8 billion in debt, which resulted in numerous complex court actions. For example, a single case involving Trump Hotel and Casino Resorts (THCR/LP Corporation, Bankruptcy Petition #: 04-46898-JHW) has a docket sheet alone that is over 300 pages.
- In 2009, Trump Entertainment Resorts filed for bankruptcy protection days after Trump quit the board, listing assets of $2.06 billion and debt of $1.74 billion.

See Appendix A at 4-6; Appendix B. But these are not the only bankruptcies or defaults regarding Trump

organizations.

55. Additionally, media reports also detail a history of Trump organizations defaulting on real estate loans and other payments outside of the previously cited bankruptcies including: a suit filed concerning a loan default on the Trump International Hotel and Tower in Chicago.

Deutsche Bank Trust Co. claimed Trump personally owed it $40 million after defaulting on a $640 million construction loan. Similarly, ALM, now known as ALM Unlimited, argued that Trump improperly halted payments on an agreement in 2008 after 11 consecutive quarters in which Mr. Trump personally signed checks to the firm for its work. *See* Appendix A at 7-10.

56. Furthermore, media reports and public records reveal that Trump has a history of failing to complete real estate developments, including one with a state government, and one in a foreign county. Trump was awarded a riverboat casino development in Indiana where Trump Resorts was selected by the Indiana Gaming Commission because of "the power of the brand". However, Trump subsequently pulled out of the project. In December 2008, The Trump Organization stopped work on a 62-story skyscraper in Dubai after it determined it was no longer commercially viable. *See* Appendix A at 12-16.

57. Media reports and public records also show that Trump has been subject to lawsuits regarding real estate investor disputes. For example, in 2010, lenders foreclosed on Trump Hollywood, a 40-story, $355 million oceanfront condominium in Florida; Trump has also in recent years become entangled in lawsuits from irate buyers who believed they were misled by Trump and developers he partnered with on various real estate developments that were never built or completed. *See* Appendix A at 12-18.

58. On information and belief, GSA improperly rated Trump as "comparable" to BPM with regard to non-price evaluation factors (including Evaluation Factor 3) where Trump should have disclosed a substantial number of bankruptcies and loan defaults. This is further supported by the Contracting Officer's statements indicating that <u>all</u> offerors had similar bankruptcy issues when BPM's proposal cannot be equated with the real Trump record. This directly contradicts the facts.

59. Therefore, GSA's determination that the Trump team was rated equally with regard to Evaluation Factor 3 of the RFP, specifically with regard to bankruptcy and loan default disclosures, was improper. By failing to properly evaluate Trump's proposal in accordance with the explicit evaluation factors specified in the RFP, GSA violated the implied in fact contract duty of good faith and fair dealing.

60. Alternatively, if Trump's proposal did not include the required disclosures of bankruptcies or loan defaults on real estate development projects, Trump's proposal should have been rejected by GSA as non-conforming with the RFP's explicit requirements and Trump should not have been qualified to be eligible for selection as the PSD. Now that GSA has been provided with a list of these bankruptcies and defaults, it is possible for GSA to check case by case whether Trump submitted a proposal which included all of the required disclosures.

COUNT III

GSA Failed To Properly Conduct A Price Reasonableness Analysis of Trump's Offer

61. Plaintiff realleges and incorporates by reference the allegations of Paragraphs 1 through 60 above, as if fully set forth herein.

62. The fourth evaluation factor for award, "Developer's Financial Offer and Supporting Financial Information," specifically required the GSA to "review the supporting financial information of the financial offer to determine the reasonableness of the financial offer." Exhibit 1 at 19 (emphasis added).

63. On information and belief, GSA could not have adequately performed a price reasonableness analysis of the financial offer presented by Trump, as the $3.3M base ground lease proposed by Trump would require the hotel to charge an average room rate greater than that which can be reasonably expected for the OPO location.

64. At the Post-Selection Meeting, GSA stated that it had engaged several outside consultants to assist with the technical evaluation of the offers received. GSA also admitted that the members of the SEB had no specific destination retail or luxury hospitality expertise, despite the fact that the GSA had unofficially made a determination that the "highest and best use" of the OPO would be for luxury hospitality and destination retail development.

65. At the Post-Selection Meeting, GSA stated that it had looked at data it had purchased with regard to competitive rates for hotel rooms at the OPO location, and had judged that Trump's proposal, which upon information and belief may have included an average room rate similar to or greater than the hotel with the highest average room rate in DC, the Four Seasons in Georgetown, where substantial night and weekend activity sustained the high prices, was reasonable. Furthermore, GSA admitted that it had not conducted any feasibility study with regard to proposed hotel room rates, relying instead upon the submissions of offerors.

66. On information and belief, among developers and hotel professionals it is commonly believed that Pennsylvania Avenue lacks the depth of available retail experience compared to Georgetown. Similarly, a new hotel brand of lesser brand awareness (Trump v. Four Seasons) in the Pennsylvania Avenue quarter would still lack the customer brand experience awareness and customer loyalty that the Four Seasons has attained thru 25 years of operation in Georgetown.

67. GSA's reliance on the data provided by the offerors, failure to conduct any independent feasibility analysis and failure to include a single person with destination retail/hospitality expertise on the SEB indicates that GSA did not live up to its responsibility to conduct an adequate price reasonableness analysis of the Trump pricing proposal.

68. Furthermore, the pricing data obtained by BPM from its own experts on destination retail and luxury hospitality demonstrates that the pricing proposal submitted by Trump could not have

been determined to be reasonable. There is no empirical data that supports the notion that Trump can operate a hotel anywhere in the US at the same rates as a Four Seasons Hotel. Thus, the GSA's determination that the Trump pricing proposal was reasonable was a violation of the GSA's implied in fact contract duty of good faith and fair dealing and the express requirements of the RFP.

COUNT IV

GSA Improperly Evaluated the Past Performance of Offerors

69. Plaintiff realleges and incorporates by reference the allegations of Paragraphs 1 through 68 above, as if fully set forth herein.

70. One of the requirements with regard to Evaluation Factor 1 of the RFP (Experience and Past Performance of Developer and Developer's Key Personnel) was a description of "Relevant Experience," defined as "the execution and operation of development projects over the past ten years with a project cost of $30 million or more for development, preservation, and/or rehabilitation at $15 million or more or historic restoration and adaptive re-use projects." Exhibit 1 at 16.

71. In contrast, BPM's development team has substantial experience working with historic preservation and development. BPM's hospitality partner includes an organization that has more than 3,700 hotels worldwide.

72. Based on this difference in experience, a determination by the GSA that BPM and Trump were "comparable" with regard to Evaluation Factor 1 was the result of a failure to properly assess and rate the offerors and a violation of the requirements of the RFP as well as the implied in fact contract duty of good faith and fair dealing.

73. Furthermore, GSA's failure to adequately and properly evaluate past performance of offerors is supported by the fact that the GSA did not have SEB with appropriate subject-matter expertise to make an informed determination regarding the merits of the proposals submitted.

74. At the Post-Selection Meeting, GSA informed BPM regarding the composition of the SEB board with regard to subject matter expertise related to the selection of the PSD. Despite the fact that GSA requested that BPM address identified weaknesses/deficiencies specifically related to destination retail, luxury hospitality, historic preservation and architectural/design expertise, the GSA SEB in attendance at the presentation by BPM did not include any representation in any of those subject matter areas..

75. The GSA's failure to include relevant SEB members with expertise in critical areas related to the RFP at the presentation demonstrates that GSA's evaluation of proposals submitted by offerors was not conducted in a reasonable manner using appropriate personnel, in violation of the implied in fact contract duty of good faith and fair dealing and the requirements of the RFP.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing, Plaintiff respectfully requests that this Court grant the following relief:

(a) Permanently enjoin the Agency and Trump from proceeding with negotiation of the OPO outlease;

(b) Disqualify Trump from eligibility from selection as PSD for submission of an unreasonable and non-responsive proposal;

(c) Require the Agency to re-select a PSD after engaging in discussions with a competitive set of eligible offerors, including BPM, and entering into negotiations with offerors on proposal terms;

(d) Enter judgment for Plaintiff on this Complaint for injunctive and declaratory relief;

(e) Award to Plaintiff attorney fees, court costs and bid preparation and proposal costs;

(f) Grant such other and further relief as this Court may deem just and proper.

Respectfully submitted,

_____

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Date: _____, 2012