

AO88 (Rev. 12/06) Subpoena in a Civil Case

**Issued by the**  
**UNITED STATES DISTRICT COURT**  
 DISTRICT OF COLUMBIA

Pio Sagapolutele, et al

**SUBPOENA IN A CIVIL CASE**

V.

The Bert Bell/Pete Rozelle NFL Player Ret. Plan et al

Case Number:<sup>1</sup> WMN-08-1870 (Dist. of MD)

TO: The NFL Players Assoc. Serve on: Richard Berthelsen,  
 Acting Exe. Director  
 1133 20th Street, NW  
 Washington, D.C. 20036 (202) 463-2200

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION SEE ATTACHMENT A Zuckerman Spaeder LLP  
 1800 M. Street, NW, Ste 1000, Washington D.C. 20036

DATE AND TIME  
 10/13/2008 9:30 am

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):  
 SEE ATTACHMENT B

PLACE

DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

9/12/2008

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Cyril V. Smith, Esq. Attorney for Plaintiffs  
 100 East Pratt St. Ste 2440, Baltimore, MD 21202 410-332-0444

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

<sup>1</sup> If action is pending in district other than district of issuance, state district under case number.

**EXHIBIT B**

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation materials, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
(Northern Division)

PIO SAGAPOLUTELE, et al.,

\*

Plaintiffs

\*

v.

\* Civil Action No. WMN -08-01870

THE BERT BELL/PETE ROZELLE  
NFL PLAYER RETIREMENT PLAN, et al.,

\*

\*

Defendants.

\*

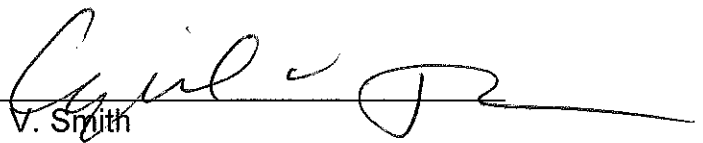
\* \* \* \* \*

**NOTICE OF DEPOSITION**

PLEASE TAKE NOTICE that Plaintiffs, by counsel, will take the deposition under oath, pursuant to Fed.R.Civ.P. 30(b)(6), of the National Football League Players Association, through one or more officers, directors, managing agents, or other person designated by the deponent, at the offices of Zuckerman Spaeder LLP, 1800 M Street, N.W., Suite 1000, Washington, D.C. 20036, on Monday, October 13, 2008 beginning at 9:30 a.m. The deposition will be conducted pursuant to the Federal Rules of Civil Procedure. The deposition will be for the purpose of discovery and for use at trial and will be conducted before a Notary Public or other person authorized to administer oaths.

Pursuant to Fed.R.Civ.P. 30(b)(6), the National Football League Players Association is instructed to designate one or more persons to testify on its behalf regarding the matters set forth on Attachment A hereto. In addition, you are required to produce the documents identified on Attachment A.

*Sept. 12*  
Dated: ~~August~~ \_\_, 2008

  
Cyril V. Smith  
Federal Bar No. 07332  
William K. Meyer  
Federal Bar No. 01214  
Zuckerman Spaeder LLP  
100 East Pratt Street, Suite 2440  
Baltimore, Maryland 21202  
(410) 332-0444

Attorneys for Plaintiffs Pio Sagapolutele, Sean  
Smith and Bruce Schwager

## **ATTACHMENT A**

### **DEFINITIONS**

A. The "Plan" refers to, collectively (a) Defendant, The Bert Bell/Pete Rozelle NFL Player Retirement Plan, and (b) Defendant The NFL Player Supplemental Disability Plan, their present and former officers, agents, employees, representatives, parents, affiliates, divisions, subsidiaries and related entities, and all other persons or entities acting, or purporting to act, on their behalf.

B. The "Plan Document" means the Plan Document implemented by the Plan pursuant to the Employee Retirement Income and Security Act, 29 U.S.C. §§ 1001, *et seq.*

C. The "League" means the National Football League, its present and former officers, agents, employees, representatives, parents, affiliates, divisions, subsidiaries and related entities, and all other persons or entities acting, or purporting to act, on their behalf.

D. "Clubs" means all present and former member teams of the League, their officers, agents, employees, shareholders, directors, representatives, parents, affiliates, assigns, divisions, subsidiaries and related entities, and all other persons or entities acting, or purporting to act, on their behalf.

E. "NFLMC" means the National Football League Management Council, the sole and exclusive bargaining representative of Clubs of the League, and all present and former officers, agents, employees, representatives, and all other persons or entities acting, or purporting to act, on their behalf.

F. The "NFLPA" means the National Football League Players Association, its present and former affiliates, assigns, officers, shareholders, directors, employees,

agents, representatives and all other entities or persons acting, or purporting to act, on their behalf.

G. The “Retirement Board” means the named fiduciary of the Plans, as established by § 8.1 of the Plan Document.

H. The “DICC” means the two-member Disability Initial Claims Committee established by the Plan Document.

I. The “CBA” means the current Collective Bargaining Agreement between the NFLPA and the NFLMC, as well as all former Collective Bargaining Agreements between the NFLPA and the NFLMC since 1993.

J. The terms “Projected Benefits,” “Salary Cap,” “Total Revenue,” and “Guaranteed League-wide Salary” have the same meaning as in the current CBA.

K. The “Webster decision” means the April 26, 2005 ruling by the United States District Court for the District of Maryland granting plaintiff’s motion for summary judgment in the case of Jani v. The Bert Bell/Pete Rozelle NFL Player Retirement Plan, et al., Case No. 1:04-cv-01606-WDQ.

L. The “Webster appeal” means the unanimous ruling on December 13, 2006 by the United States Court of Appeals for the Fourth Circuit, Case No. 05-2386, affirming the Webster decision.

M. “Gene Upshaw” means the former Executive Director of the NFLPA.

N. “Communication” or “communications” means all written (typed or otherwise) or oral contact of any sort, whether by correspondence, telephone, computer, facsimile, e-mail, in person or otherwise, and shall include, without limitation, any and all internal discussions or meetings, meetings and discussions with third parties, negotiations, and agreements for contracts between two or more persons.

- O. "Including" means including but not limited to.
- P. The singular used herein shall include the plural.
- Q. "And" and "or" as used herein shall be construed both conjunctively and disjunctively and each shall include the other whenever such construction will serve to bring within the scope of a request any documents or information that would not otherwise not be brought within its scope.
- R. Whenever the term "all" is used herein, the term shall also be construed to mean "any" and "each" and vice-versa.
- S. The terms "relate" and "relating", in addition to their natural meaning, shall also mean reflecting, revealing, containing, pertaining, referring, indicating, showing, evidencing, describing, discussing, mentioning, bearing upon, and/or comprising.

### **MATTERS FOR TESTIMONY**

1. Employer contributions to the Plan since January 1, 2000, including (a) applicable provisions regarding employer contributions under the Plan Document and the CBA, (b) the relationship between and among employer contributions, Projected Benefits, the Salary Cap, Total Revenue, and Guaranteed League-wide Salary, (c) the underlying actuarial assumptions and methods for employer contributions, and (d) the timeliness of employer contributions, including all legal remedies and other efforts undertaken by the Plan to assure timely payment of contributions.
2. Selection by the NFLMC, the NFLPA, or Gene Upshaw of representatives on the Retirement Board or the DICC, including (a) the identify of representatives who served since January 1, 2000; (b) the criteria for their selection, (c) their qualifications;

and (d) their prior experience in the fields of pension benefits, medicine, disabilities, employment law, or disability claims assessments and benefit determinations.

3. Disability claims assessments and benefit determinations under the Plan since January 1, 2000 and their impact on employer contributions, Projected Benefits, the Salary Cap, Total Revenue, or Guaranteed League-wide Salary.

4. Actual or potential conflicts of interest by the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw in the funding or administration of the Plan, the selection of Retirement Board or DICC representatives, disability claims assessments, benefit determinations, or other decision-making by the Retirement Board and the DICC.

5. Actual or potential bias on the part of the Plan, the Retirement Board, the DICC, the NFLPA or Gene Upshaw against retired NFL players, and the effect of such actual or potential bias on (a) selection by the NFLMC, the NFLPA, or Gene Upshaw of representatives on the Retirement Board or the DICC, and (b) disability claims assessments, benefit determinations, and other decision-making by the Retirement Board and the DICC.

6. Statements or communications by Gene Upshaw or other representatives of the NFLPA regarding their representation (or lack thereof) of the interests of retired NFL players with respect to the Plan.

7. Statements or communications by Gene Upshaw or other representatives of the NFLPA since the Webster decision and the Webster appeal regarding the Plan's treatment of past, pending, or future benefit claims by retired NFL players.



8. Efforts by the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw to assure fair or accurate benefit decisions under the Plan.

9. Changes made to the Plan Document since the Webster decision, including the reasons for such changes, all underlying actuarial assumptions and methods, and their impact on employer contributions, Projected Benefits, the Salary Cap, Total Revenue, or Guaranteed League-wide Salary.

10. Proposed changes made to the Plan Document since the Webster decision, including the reasons for such proposals, all underlying actuarial assumptions and methods, and their anticipated impact on employer contributions, Projected Benefits, the Salary Cap, Total Revenue, or Guaranteed League-wide Salary.

11. The Plan's change of the "Physician's Report" form used by neutral physicians to report on their examinations of claimants pursuant to § 5.2 of the Plan Document to eliminate the request that the neutral physician state "[w]hen did present disability occur," including the reasons for this change, the date of this change, and the persons responsible for making or implementing this change.

12. Communications by, to, between, or among the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw since January 1, 2005 regarding the Webster decision or the Webster appeal.

13. Communications by, to, between, or among the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw since January 1, 2005 regarding efforts and advocacy by, and publicity about, retired players, associations of retired players, and their representatives who have attempted to influence or reform the Plan, the Retirement Board, or the Retirement Board's status,

membership, administration, operation, benefit determinations, or decision-making process.

14. Communications by, to, between, or among the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw since January 1, 2005 regarding legislative hearings or proposed legislation concerning the Retirement Board, including its status, membership, administration, operation, benefit determinations, and decision-making process.

15. Efforts by the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw since January 1, 2005 to provide information to the media or public, or to influence public opinion or media perception of (a) the Plan, (b) the Retirement Board and its decisions, or (c) Gene Upshaw's leadership of the NFLPA, with respect to the Plan or the Retirement Board.

16. Efforts by the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw since January 1, 2005 to provide information to any public official, or to lobby public officials regarding (a) the Plan, (b) the Retirement Board and its decisions, or (c) Gene Upshaw's leadership of the NFLPA, with respect to the Plan or the Retirement Board.

17. Studies, surveys, research, or analyses reviewed by, or undertaken by or at the behest of, the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw which compared benefits available under the Plan with benefits available under retirement or benefit plans applicable to players of any other professional sport, including major league baseball, professional basketball, or professional ice hockey.

18. Studies, surveys, research, or analyses reviewed by, or undertaken by or at the behest of, the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw which analyzed the impact of different standards of eligibility or different disability criteria on employer contributions, Projected Benefits, the Salary Cap, Total Revenue, and Guaranteed League-wide Salary.

## **ATTACHMENT B**

### **DEFINITIONS**

A. The Definitions set forth in Attachment A to this Subpoena apply with equal force to this Attachment B.

B. "Document" shall have the same meaning as in Rule 34(a), Fed. R. Civ. P., and shall include, without limitation, the original, any copy, and all drafts, regardless of origin or location, of any communication, meeting minutes, book, pamphlet, periodical, letter, memorandum, telegram, record, study, handwritten note, working paper, chart, paper, graph, index, tape, data sheet, data processing card or computerized record, or any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced, of which you have or had possession, custody, access or control. It includes all emails, data, text or information stored in a computer, computer disk or similar location.

### **DOCUMENTS TO BE PRODUCED**

1. All documents which relate to the impact of claims assessments and benefit determinations under the Plan on employer contributions, Projected Benefits, the Salary Cap, Total Revenue, and Guaranteed League-wide Salary.

2. All documents which memorialize or relate to communications by, from, between or among the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw since January 1, 2000 regarding the impact of claims assessments and benefit determinations under the Plan on employer contributions, Projected Benefits, the Salary Cap, Total Revenue, and Guaranteed League-wide Salary.

3. All documents relating to selection by the NFLMC, the NFLPA, or Gene Upshaw of representatives on the Retirement Board or the DICC, including the criteria for their selection, their qualifications, and their prior experience in the fields of pension benefits, medicine, disabilities, employment law, or disability claims assessments and benefit determinations.

4. All documents which constitute, memorialize, or relate to reports or other communications since January 1, 2000 by Retirement Board representatives appointed by the NFLMC to the NFLMC, the League, or any Club.

5. All documents related to actual or potential conflicts of interest by the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw in the funding or administration of the Plan, the selection of Retirement Board or DICC representatives, disability claims assessments, benefit determinations, or other decision-making by the Retirement Board and the DICC.

6. All documents related to actual or potential bias on the part of the Plan, the Retirement Board, the DICC, the NFLPA or Gene Upshaw against retired NFL players.

7. All documents which discuss or address the motives of the Plan, the Retirement Board, the DICC, the NFLPA or Gene Upshaw regarding disability claims assessments, benefit determinations, or other decision-making under the Plan.

8. All documents relating to efforts by the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw to assure fair or accurate benefit claims decisions under the Plan.

9. All documents related to or constituting changes made to the Plan Document since the Webster decision.

10. All documents related to or constituting proposed changes made to the Plan Document since the Webster decision.

11. All documents related to or constituting communications by, to, between or among the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw since January 1, 2005 regarding the Webster decision or the Webster appeal.

12. All documents which memorialize or relate to communications by, to, between, or among the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw since January 1, 2005 regarding efforts and advocacy by, and publicity about, retired players, associations of retired players, and their representatives who have attempted to influence or reform the Plan, the Retirement Board, or the Retirement Board's status, membership, administration, operation, benefit determinations, or decision-making process.

13. All documents which memorialize or relate to communications by, to, between, or among the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw since January 1, 2005 regarding legislative hearings or proposed legislation concerning the Retirement Board, its status, membership, administration, operation, benefit determinations, or decision-making process.

14. All documents which relate to efforts by the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw since January 1, 2005 to provide information to the media or public, or to influence public opinion or media perception of (a) the Plan, the Retirement Board and its decisions, or (b) Gene Upshaw's leadership of the NFLPA, with respect to the Plan or Retirement Board,

including without limitation all correspondence, emails, reports, surveys, polls, studies, plans, or other material prepared by, for, or at the behest of any person engaged in public relations on behalf of the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw.

15. All documents which relate to efforts by the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw since January 1, 2005 to provide information to any public official, or to lobby public officials regarding (a) the Plan, (b) the Retirement Board and its decisions, or (c) Gene Upshaw's leadership of the NFLPA, with respect to the Plan or the Retirement Board.

16. All documents which comprise, memorialize, or relate to studies, research, or analyses reviewed by, or undertaken by or at the behest of, the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw which compared benefits available under the Plan with benefits available under retirement or benefit plans applicable to players of any other professional sport, including major league baseball, professional basketball, or professional ice hockey.

17. All documents which comprise, memorialize, or relate to studies, research, or analyses reviewed by, or undertaken by or at the behest of, the Plan, the Retirement Board, the DICC, the League, any Club, the NFLMC, the NFLPA, or Gene Upshaw which analyzed the impact of different standards of eligibility or different disability criteria on potential benefits under the Plan.

# **AFFIDAVIT OF PROCESS SERVER**

**Superior Court**

**District Of Columbia**

**Pio Sagapolutele, et al**

Plaintiff

vs.

**The Bert Bell/Pete Rozelle NFL Player Ret. Plan, et al**

Defendant

Attorney:

Zuckerman Spaeder LLP  
Cyril Smith, Esq.  
100 East Pratt St., Suite 2440  
Baltimore, MD. 21202

**Case Number:** WMN-08-1870 (Dist. of MD)

**Court / Appearance Date:** 10-13-2008  
**Court Time:** 09:30 am

Legal documents received by Same Day Process Service on September 12th, 2008 at 1:50 PM to be served upon **The NFL Players Association at 1133 20th St., NW, Washington, DC. 20036**

I, Michael Jones, swear and affirm that on **September 15th, 2008 at 3:43 PM**, I did the following:


Served the **corporation** listed as the intended recipient of the legal documents by delivering a conformed copy of the **Subpoena in a Civil Case; Notice of Deposition; Attachments** to **Richard Berthelsen** as **Acting Executive Director** of **The NFL Players Association**.

**Description of Person Accepting Service:**

Sex: Male Age: 58 Height: 6'2 Weight: 225 Skin Color: White Hair Color: White Glasses:

**Supplemental Data Appropriate to this Service:**

I declare under penalty of perjury under the laws of the that the foregoing information contained in this affidavit is true and correct and that I am a professional process server over the age of 18 and have no interest in the above legal matter.

  
**Michael Jones**  
Process Server

**Same Day Process Service**  
**1322 Maryland Ave., NE**  
**Washington, DC 20002**

**(202) 398-4200**

Internal Job ID: 0000012856

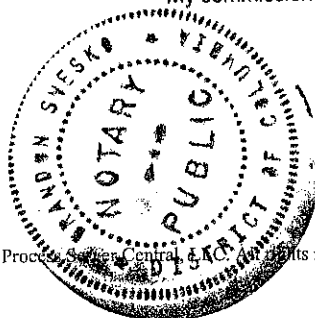
Reference Number: 12208.0001

District of Columbia: SS

Subscribed and sworn to before me in my presence,  
this 15 day of September, 2008

  
Notary Public, D.C.

My commission expires June 30, 2011



**BRANDON SNEŠKO**  
**NOTARY PUBLIC DISTRICT OF COLUMBIA**  
**My Commission Expires June 30, 2011**