

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

**OPPORTUNITIES DEVELOPMENT
GROUP, LLC,**
901 New York Avenue, NW, Fifth Floor
Washington, DC 20001

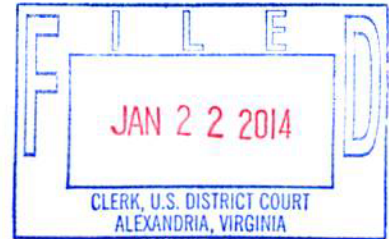
Plaintiff,

v.

BENJAMIN LEE ANDRUSS,
[REDACTED]
Arlington, Virginia 22202

Serve: Benjamin Lee Andruss
[REDACTED]
Arlington, Virginia 22202

Defendant.



Case No. 1:14 CV 62
TSE/IDD

VERIFIED COMPLAINT

Plaintiff Opportunities Development Group, LLC, through undersigned counsel, and pursuant to Rule 7 of the Federal Rules of Civil Procedure and Local Rule 7 of the U.S. District Court for the Eastern District of Virginia files this Verified Complaint against Benjamin Lee Andruss. In support thereof, Opportunities Development Group, LLC alleges as follows:

PARTIES

1. Plaintiff Opportunities Development Group, LLC (“ODG”) is a Delaware limited liability company with its principal place of business at 901 New York Avenue, NW, Fifth Floor, Washington, DC 20001. ODG is a strategic consulting group focusing on global security and economic growth.

2. Defendant Benjamin Andruss (“Andruss”) is a resident of the Commonwealth of Virginia, residing at [REDACTED], Arlington, Virginia 22202.

JURISDICTION AND VENUE

3. Jurisdiction is appropriate in this court pursuant to 28 U.S.C. § 1332 because ODG is a foreign corporation, Andruss is a Virginia resident, and the amount in controversy is in excess of \$75,000.

4. Venue is appropriate in this court pursuant to 28 U.S.C. § 1391 because Andruss resides in the Eastern District of Virginia.

FACTS

5. Andruss was an employee of Opportunities Development Group, LLC (“ODG”) from July 2, 2012 through January 15, 2014.

6. From approximately February 2013 through January 2014, Andruss served as the Chief Operating Officer of ODG.

7. Andruss’ compensation for his employment consisted of an annual salary of approximately Eighty Thousand Dollars (\$80,000), plus medical insurance benefits.

8. Andruss’ employment compensation did not include payment or reimbursement for gym fees, parking expenses, medical or counseling expenses, continuing education courses, lunches, personal gifts, cell phone, or any other expenses.

9. As a general policy, ODG does not pay for or reimburse employees for food, entertainment, or other expenses except as part of an employee’s travel associated with his/her official employment responsibilities. Even then, reimbursement is only made for approved expenses (as provided in ODG’s employee manual), and only after submission of a fully documented expense report, and only after approval of reimbursement by Nancye Miller, ODG’s

sole member and Chief Executive Officer. True and correct copies of ODG's Employee Manual and the Reimbursement Policy are attached to this Verified Complaint as Exhibits A and B, respectively.

A. Andruss' responsibilities as ODG's Chief Operations Officer.

10. As Chief Operations Officer, Andruss was responsible for both managing ODG's office on a day-to-day basis and managing ODG's financial affairs.

11. Andruss' job responsibilities were limited to work within ODG's office. Andruss' job did not include any business development nor did it require him to either travel or entertain any ODG clients or prospective clients and he was never asked to do so by Nancye Miller or any of ODG's consultants.

12. Regarding ODG's financial affairs, Andruss was responsible for (1) preparing monthly, quarterly, and yearly financial reports including, but not limited to, monthly cash flow reports, accounts payable and receivable reports, and monthly financial forecasts; (2) preparing and tracking client invoices and payments; (3) maintaining all financial reports prepared by ODG's outside book keepers and accountants; (4) collecting, maintaining, and presenting to Nancye Miller all expense reports submitted by ODG employees and/or consultants for reimbursement of travel and client-related expenses; and (5) paying ODG's approved monthly business expenses including, but not limited to, ODG's rent, payroll, and insurance premiums.

13. Andruss did not have the authority to pay any expense, reimburse any employee, or make any purchase using ODG funds without the express authorization of Nancye Miller.

14. In his role as COO, Andruss was an authorized signatory on ODG's primary business banking account with CitiBank (the "ODG Checking Account") and was issued a corporate debit card associated with the ODG Checking account (the "Corporate Debit Card").

15. The last four digits of Andruss's Corporate Debit Card were 6057. A true and correct copy of Andruss' Corporate Debit Card is attached as Exhibit C to this Verified Complaint.

B. Andruss used his access as ODG's Chief Operating Officer to misappropriate hundreds of thousands of dollars from ODG.

16. Shortly after Andruss began serving as COO, he began using the Corporate Debit Card and funds from the ODG Checking Account for his own personal, non-ODG related uses, in violation of ODG policies and without the approval of Nancye Miller. True and correct copies of ODG's bank statements from March 2013 through December 2013 are attached as Exhibit D to this Verified Complaint.

17. Between March 1, 2013 and December 31, 2013, Andruss made more than Six Hundred (600) unapproved purchases using the Corporate Debit Card.

18. Andruss' unapproved purchases – identified in more detail in Exhibit E to the Verified Complaint – include, but are not limited to:

- Approximately \$20,000 in fine jewelry from Torneau and Lenkersdorfer Fine Jewlery.
- Hundreds of meals and bar tabs from establishments such as: 701, Atrium Café, Cedar, Champps, Cuba Libre, Fuego Cocina y Tequileria, multiple locations of Jaleo, Lawsons Grill, Lebanese Taverna, The Occidental Grill, Poste, Proof, Rosa Mexicano, Starbucks, Zaytinya, Zengo and others;
- Tens of thousands of dollars of luxury men's clothing from, *inter alia*, Apolis, Barney's Online, Belstaff.com, Billykirk.com, Hugo Boss, John Varvatos, Mantry.com, mrporter.com, Moore & Giles leather goods, Nordstrom, SVBScripton, Yoox Group, and other brick and mortar and online retailers;
- More than \$10,000 in cosmetic dentistry services;
- More than \$3,000 in lasik surgery expenses;
- Repeated counseling sessions;

- Groceries from the Harris Teeter at Pentagon Row near his apartment and liquor from a nearby VA ABC store in Crystal City;
- Personal travel, including plane tickets and hotel costs to visit Florida in October 2013;
- Numerous hotel rentals in the DC area despite the fact that he owns/rents an apartment in the Pentagon City neighborhood in Arlington, Virginia;
- Repeated limousine services for wine tasting tours near his hometown in Oregon;
- Dozens of other goods and services purchases from Porsche of Arlington, Amazon.com, Best Buy, Bed Bath & Beyond, and Fancy.com and other merchants;
- Payment of his personal traffic and parking tickets from the Virginia Department of Motor Vehicles and District of Columbia Parking Services; and
- 49 purchases from iTunes and multiple purchases from Spotify.

19. None of these purchases were authorized by Nancye Miller nor part of Andruss' compensation package. Nor were they reimbursable expenses under ODG's reimbursement policy given that Andruss was never required to entertain clients or travel for work.

20. Andruss' wrongful use of the Corporate Debit Card grew exponentially more aggressive and brazen as 2013 passed.

21. In March and April 2013, Andruss made approximately ten (10) wrongful purchases using the Corporate Debit Card each month.

22. By July 2013, Andruss had increased his use substantially, making more than fifty (50) unauthorized purchases using the Corporate Debit Card, totaling more than ten thousand dollars.

23. In August 2013, Andruss doubled his use of the Corporate Debit Card, making nearly one hundred unauthorized purchases.

24. By September, Andruss was wrongfully purchasing more than twenty thousand dollars (\$20,000) worth of goods and services per month using the Corporate Debit Card.

25. In November alone, Andruss wrongfully purchased more than fifty thousand dollars (\$50,000) of goods and services using the Corporate Debit Card.

26. All told, Andruss's wrongful purchases totaled at least One Hundred Fifty-Eight Thousand One Hundred Forty-Two Dollars and Fifty-Five Cents (\$158,142.55).

C. Andruss wrongfully transferred monies to his personal account for his personal use.

27. Andruss' wrongful behavior was not limited to improper use of the Corporate Debit Card for his own personal benefit. He also repeatedly wired thousands of dollars from the ODG Checking Account to his personal banking account without the approval of Nancye Miller.

28. On or about March 6, 2013, Andruss authorized a wire transfer from the ODG Checking Account to his own personal banking account in the amount of Three Thousand Dollars (\$3,000).

29. On or about July 25, 2013, Andruss wired himself Ten Thousand Dollars (\$10,000) as a "Bonus."

30. On or about August 13, 2013, Andruss wired himself another Twelve Thousand Dollars (\$12,000).

31. A mere six (6) days later, on or about August 19, 2013, Andruss wired himself another Three Thousand Dollars (\$3,000).

32. On or about September 23, 2013, Andruss wired himself another Five Thousand Dollars (\$5,000) from the ODG Checking Account.

33. On or about October 21, 2013, Andruss wired another Two Thousand Dollars (\$2,000) to himself out of the ODG Checking Account.

34. On October 25, 2013, Andruss wrongfully authorized two wire transfers to himself, one for Eight Thousand Seven Hundred Forty-Two Dollars and Forty-Two Cents (\$8,742.42), and another for Ten Thousand Dollars (\$10,000).

35. On November 12, 2013, Andruss wired himself another Twelve Thousand Dollars (\$12,000).

36. And on November 20, 2013, Andruss wired himself yet another Eight Thousand Dollars (\$8,000).

37. In total, Andruss wrongfully wired himself Seventy Three Thousand Seven Hundred Forty-Two Dollars and Forty-Two Cents (\$73,742.42) of ODG's money without authorization or justification.

38. Additionally, from August through December 2013, Andruss wrongfully issued and executed multiple checks in the aggregate amount of Twelve Thousand Three Hundred Sixty-Seven Dollars and Fifty Cents (\$12,367.50).

D. Andruss wrongfully withdrew thousands of dollars of cash from the ODG Checking Account for his own personal use.

39. Andruss' scheme to embezzle from ODG was not limited to his wrongful use of the Corporate Debit Card and transfers of cash to his personal bank account.

40. Despite never being authorized to withdraw cash from the ODG Checking Account by Nancye Miller, Andruss systematically withdrew tens of thousands of dollars from the ODG Checking Account both through bank withdrawals and ATM withdrawals.

41. Between March 5, 2013 and December 31, 2013, Andruss made nearly seventy (70) cash withdrawals from ODG's Checking Account, in transactions ranging in amount from Twenty-Three Dollars (\$23) to Seventeen Thousand Dollars (\$17,000).

42. Andruss' cash withdrawals from ODG are as follows:

Date	ATM Withdrawal/Location	Amount
March 5, 2013	Bank Withdrawal	\$ 442.34
March 22, 2013	901 New York Avenue	\$ 103.00
April 1, 2013	Bank Withdrawal	\$ 720.00
April 16, 2013	Bank Withdrawal	\$ 221.17
May 3, 2013	Bank Withdrawal	\$ 8,321.17
May 7, 2013	ATM Withdrawal, 901 New York Ave.	\$ 63.00
May 15, 2013	ATM Withdrawal, 901 New York Ave.	\$ 23.00
May 24, 2013	ATM Withdrawal, Pentagon Row	\$ 402.50
June 13, 2013	Bank Withdrawal	\$ 8,500.00
June 25, 2013	Bank Withdrawal	\$ 221.17
July 3, 2013	Bank Withdrawal	\$ 721.17
July 22, 2013	ATM Withdrawal, 12777 Fairlakes Circle, Fairfax	\$ 203.25
July 22, 2013	ATM Withdrawal, 12777 Fairlakes Circle, Fairfax	\$ 203.25
July 22, 2013	ATM Withdrawal, 12777 Fairlakes Circle, Fairfax	\$ 203.25
July 22, 2013	Bank Withdrawal	\$ 221.17
July 23, 2013	Bank Withdrawal	\$ 2,500.00
August 5, 2013	ATM Withdrawal, 3020 Clarendon Blvd, Arlington	\$ 303.00
August 7, 2013	Bank Withdrawal	\$ 2,500.00
August 16, 2013	ATM Withdrawal, Pentagon Row	\$ 402.50
August 22, 2013	Bank Withdrawal	\$ 221.17
August 26, 2013	Bank Withdrawal	\$ 12,000.00
September 5, 2013	ATM Withdrawal, 901 New York Ave.	\$ 403.00
September 12, 2013	ATM Withdrawal, 901 New York Ave.	\$ 503.00
September 13, 2013	Bank Withdrawal	\$ 221.17
September 16, 2013	Bank Withdrawal	\$ 2,500.00
September 16, 2013	Bank Withdrawal	\$ 6,000.00
September 18, 2013	ATM Withdrawal, 900 Army Navy Drive	\$ 403.00
September 20, 2013	Bank Withdrawal	\$ 17,000.00
September 24, 2013	Bank Withdrawal	\$ 3,660.00
September 27, 2013	Bank Withdrawal	\$ 3,000.00
September 30, 2013	ATM Withdrawal, Pentagon Row	\$ 402.50
September 30, 2013	ATM Withdrawal, Pentagon Row	\$ 402.50
October 2, 2013	ATM Withdrawal, 901 New York Ave.	\$ 803.00
October 3, 2013	ATM Withdrawal, 901 New York Ave.	\$ 803.00
October 4, 2013	ATM Withdrawal, 1717 K Street	\$ 800.00
October 4, 2013	ATM Withdrawal, Pentagon Row	\$ 402.00
October 4, 2013	ATM Withdrawal, Pentagon Row	\$ 802.00
October 4, 2013	ATM Withdrawal, Pentagon Row	\$ 802.00
October 9, 2013	ATM Withdrawal, Pentagon Row	\$ 802.50
October 11, 2013	ATM Withdrawal, Jupiter Florida	\$ 204.00

October 15, 2013	ATM Withdrawal, Jupiter Florida	\$	163.75
October 15, 2013	ATM Withdrawal, Alexandria Clarendon Arlington	\$	203.00
October 15, 2013	ATM Withdrawal, Alexandria Clarendon Arlington	\$	603.00
October 15, 2013	ATM Withdrawal, Jupiter Florida	\$	643.00
October 15, 2013	ATM Withdrawal, Jupiter Florida	\$	803.00
October 21, 2013	ATM Withdrawal, Pentagon Row	\$	802.00
October 24, 2013	Bank Withdrawal	\$	500.00
October 25, 2013	ATM Withdrawal, Pentagon Row	\$	802.00
October 28, 2013	ATM Withdrawal, Pentagon Row	\$	802.00
October 30, 2013	ATM Withdrawal, Pentagon Row	\$	802.00
October 31, 2013	ATM Withdrawal, 2825 Wilson Blvd., Arlington	\$	403.00
October 31, 2013	ATM Withdrawal, 2825 Wilson Blvd., Arlington	\$	403.00
November 4, 2013	ATM Withdrawal, First Bank of Str	\$	403.00
November 4, 2013	ATM Withdrawal, Pentagon Row	\$	403.00
November 13, 2013	Bank Withdrawal	\$	221.17
November 18, 2013	ATM Withdrawal, Pentagon Row	\$	803.00
November 21, 2013	ATM Withdrawal, Pentagon Row	\$	803.00
November 25, 2013	ATM Withdrawal, Cardtronics CCSB	\$	403.00
December 4, 2013	Bank Withdrawal	\$	3,363.27
December 5, 2013	ATM Withdrawal, 901 New York Ave.	\$	803.00
December 12, 2013	ATM Withdrawal, Pentagon Row	\$	503.00
December 16, 2013	ATM Withdrawal, Pentagon Row	\$	803.00
December 17, 2013	ATM Withdrawal, 901 New York Ave.	\$	100.00
December 17, 2013	ATM Withdrawal, Pentagon Row	\$	603.00
December 18, 2013	ATM Withdrawal, 1200 F Street, NW, Washington	\$	803.00
December 19, 2013	Bank Withdrawal	\$	221.17
December 23, 2013	ATM Withdrawal, OPPOSUM Town Pike, Frederick	\$	403.00
December 23, 2013	ATM Withdrawal, OPPOSUM Town Pike, Frederick	\$	403.00
December 23, 2013	ATM Withdrawal, Pentagon Row	\$	803.00

43. Indeed, nineteen (19) of the ATM withdrawals were from cash machines located at the Pentagon Row Fashion Centre located across the street from Andruss' apartment in Pentagon City.

E. Andruss knowingly and intentionally created and provided materially false financial reports to Nancy Miller, ODG's Chief Executive Officer.

44. In an attempt to hide his theft, Andruss created and presented to Nancy Miller financial "reports" on a monthly, or as requested, basis.

45. Those reports purportedly identify ODG's anticipated cash flow and expenses for the coming month. A true and correct copy of the January 10, 2014 report created by Andruss is attached to this Verified Complaint as Exhibit F.

46. Moreover, none of the "reports" created and distributed by Andruss accounted for his wrongful six hundred debit card purchases, seventy cash withdrawals, or numerous wire transfers.

47. Notably, despite having spent tens of thousands of dollars at restaurants and bars, Andruss never included any amounts in his reports for "entertainment" or "misc expenses."

48. On numerous occasions, including at a meeting on or about January 10, 2014, Andruss would present Miller with a "financial report" which showed a cash shortfall between reported "cash on hand" and anticipated expenses.

49. Curious how ODG could consistently run such cash shortfalls, Miller asked Andruss whether certain clients had paid and what account receivables could be anticipated being received soon.

50. Despite his knowledge that ODG had received payments from its clients, Andruss told Miller that ODG's clients were still outstanding on their invoices, and that without either quick payment by clients or a capital contribution by Miller, ODG would not meet its anticipated expenses for the coming month.

51. Andruss never provided Miller with any of ODG's bank statements or other records which would show his actions. Indeed, after Andruss was placed on administrative leave following his arrest in Arlington for driving under the influence, ODG discovered that Andruss destroyed business records, including book keeping reports from ODG's outside bookkeepers.

52. Relying on Andruss' materially false representations, ODG sought and was given a capital contribution by Miller on multiple occasions in order to meet payroll.

53. By accepting the capital contributions, ODG's liability and obligations to pay back its members increased.

F. Andruss allowed ODG's insurance coverage to lapse.

54. Andruss' disregard of ODG is further demonstrated by his failure to pay ODG's insurance premiums and particularly those premiums associated with ODG's commercial general liability insurance coverage and its officers and directors insurance.

55. As a result of Andruss' failure to pay the insurance premiums, ODG's insurance coverage lapsed, destroying its insurance coverage for Andruss' embezzlement, and resulting in uncovered potential liabilities to ODG.

56. Additionally, ODG is now required to reprocur new insurance at an increased cost to ODG.

G. Andruss was arrested for driving under the influence

57. On or about Sunday, January 12, 2013, Andruss was arrested by the Arlington Police Department for driving under the influence after he allegedly drove his car down the wrong way of Wilson Boulevard, a one way street in Clarendon, colliding with four parked vehicles and a pedestrian.

58. Following his arrest, Andruss deleted his Twitter account (@BenAndruss).

59. ODG has satisfied all conditions precedent to maintaining this action.

COUNT I
(Conversion)

60. ODG restates and realleges Paragraphs 1 through 59 of the Verified Complaint as if stated fully herein.

61. Andruss, without permission or justification, intentionally and unlawfully took possession of and exercised dominion and control over ODG's personal property, depriving ODG of its use and possession of the property.

62. Andruss acted with malice, ill will, fraud, malevolence, grudge, spite, wicked intention, recklessness, wantonness, oppressiveness and/or willful and conscious disregard of ODG's rights to the property.

63. As a direct and proximate result of Andruss' unlawful acts, ODG suffered damages in the amount of Three Hundred Forty-One Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents (\$341,436.61).

WHEREFORE, Opportunities Development Group, LLC requests that the Court enter judgment in its favor and against Benjamin Andruss in the amount of Three Hundred Forty-One Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents (\$341,436.61), punitive damages in the amount of Five Hundred Thousand Dollars (\$500,000), plus interest, costs, and attorneys fees, plus all other relief which the Court deems fair and equitable.

COUNT II
(Fraud)

64. ODG restates and realleges Paragraphs 1 through 63 of the Verified Complaint as if stated fully herein.

65. Andruss knowingly and intentionally made materially false representations or concealed material information from ODG's Chief Executive Officer including, but not limited to, the financial "reports" created by Andruss and given to Miller and his statements regarding the status of ODG's accounts receivables.

66. Andruss' materially false representations and/or omissions were made with the intent to to deceive ODG and avoid detection of his wrongful acquisition and use of ODG's property.

67. Andruss acted with malice, ill will, fraud, malevolence, grudge, spite, wicked intention, recklessness, wantonness, oppressiveness and/or willful and conscious disregard of ODG's rights.

68. Given Andruss' role as Chief Operating Officer, ODG's reliance on Andruss' statements was reasonable.

69. As a direct and proximate result, ODG has suffered damages in the amount of Three Hundred Forty-One Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents. (\$341,436.61).

WHEREFORE, Opportunities Development Group, LLC requests that the Court enter judgment in its favor and against Benjamin Andruss in the amount of Three Hundred Forty-One Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents. (\$341,436.61), punitive damages in the amount of Five Hundred Thousand Dollars (\$500,000), plus interest, costs, and attorneys fees, plus all other relief which the Court deems fair and equitable.

COUNT III
(Breach of Fiduciary Duty)

70. ODG restates and realleges Paragraphs 1 through 69 of the Verified Complaint as if stated fully herein.

71. As an officer of ODG, Andruss owed a fiduciary duty of loyalty to ODG.

72. Andruss breached his fiduciary duty of loyalty to ODG by repeatedly and egregiously misappropriating ODG assets for his own personal use and gain and for other non-ODG purposes.

73. Andruss acted with malice, ill will, fraud, malevolence, grudge, spite, wicked intention, recklessness, wantonness, oppressiveness and/or willful and conscious disregard of ODG's rights to the property.

74. As a direct and proximate cause of Andruss' breach of fiduciary duty, ODG incurred damages in the amount of Three Hundred Forty-One Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents (\$341,436.61).

WHEREFORE, Opportunities Development Group, LLC requests that the Court enter judgment in its favor and against Benjamin Andruss in the amount of Three Hundred Forty-One Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents (\$341,436.61), punitive damages in the amount of Five Hundred Thousand Dollars (\$500,000), plus interest, costs, and attorneys fees, plus all other relief which the Court deems fair and equitable.

COUNT IV
(Defalcation While Acting in a Fiduciary Capacity)

75. ODG restates and realleges Paragraphs 1 through 74 of the Verified Complaint as if stated fully herein.

76. As an officer of ODG, Andruss acted in and owed a fiduciary duty to ODG.

77. Andruss' repeatedly and egregiously misappropriated ODG's assets for his own personal use and benefit and for other non-ODG related purposes.

78. Andruss knew that his conduct did not meet his fiduciary duty to ODG or acted in gross recklessness in respect to that duty.

79. As a direct and proximate cause of Andruss' actions, ODG has suffered damages in the amount of Three Hundred Forty-One Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents (\$341,436.61).

WHEREFORE, Opportunities Development Group, LLC requests that the Court enter judgment in its favor and against Benjamin Andruss in the amount of Three Hundred Forty-One Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents (\$341,436.61), punitive damages in the amount of Five Hundred Thousand Dollars (\$500,000), plus interest, costs, and attorneys fees, plus all other relief which the Court deems fair and equitable.

COUNT V
(Unjust Enrichment)

80. ODG restates and realleges Paragraphs 1 through 79 of the Verified Complaint as if stated fully herein.

81. By using ODG's money to purchase goods and services for his own personal use, Andruss received a benefit.

82. Andruss benefitted from the goods and services purchased with ODG's money in the amount of Three Hundred Forty-One Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents (\$341,436.61).

83. Under the circumstances, it would be unjust or inequitable to allow Andruss to enjoy and/or retain the benefit without paying ODG for its reasonable value.

WHEREFORE, Opportunities Development Group, LLC requests that the Court enter judgment in its favor and against Benjamin Andruss and (1) establish a constructive trust upon the property Andruss obtained through improper means and any proceeds from the sale of that property, and (2) award Opportunities Development Group, LLC the amount of Three Hundred Forty-One Thousand Four Hundred Thirty-Six Dollars and Sixty-One Cents (\$341,436.61), plus interest, costs, and plus all other relief which the Court deems fair and equitable.

Dated: January 22, 2014

Respectfully submitted,

Opportunities Development Group, LLC,
By counsel,



Stephen M. Seeger (VSB No. 40548)

Jesse S. Keene (VSB No. 81167)

SEEGER, PC

2620 P Street, NW

Washington, DC 20007

Tel.: (202) 822-8838

Fax: (202) 822-6982

Email: seeger@seeger-law.com

Email: keene@seeger-law.com

*Counsel for Plaintiff Opportunities
Development Group, LLC*

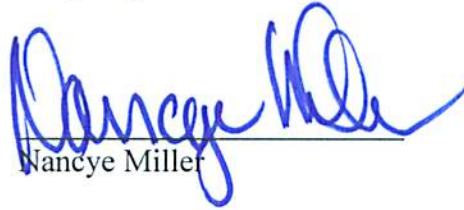
VERIFICATION

Nancye Miller, makes the following verified statement:

I am the sole member and Chief Executive Officer for Opportunities Development Group, LLC, the plaintiff in this action. I have read the foregoing Verified Complaint and Exhibits and know the contents thereof; that the same is true to the best of my knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters I believe to be true.

I verify under the penalty of perjury that the foregoing is true and correct.

Date: January 22, 2014


Nancye Miller