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16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
SOUTHERN DIVISION

18 SECURITIES AND EXCHANGE
19 COMMISSION,
20 Plaintiff,
21 v.
22 DOUGLAS V. DECINCES, JOSEPH
23 J. DONOHUE, FRED SCOTT
JACKSON, and ROGER A.
WITTENBACH,
24 Defendants.

Case No. SACV 11-1168DOC (ANX)

**COMPLAINT FOR VIOLATIONS
OF THE FEDERAL SECURITIES
LAWS**

25
26 Plaintiff Securities and Exchange Commission (the "Commission") alleges as
27 follows:
28

SUMMARY OF THE ACTION

1
2 1. This case involves unlawful insider trading by Douglas V. DeCinces
3 (“DeCinces”), Joseph J. Donohue (“Donohue”), Fred Scott Jackson (“Jackson”), and
4 Roger A. Wittenbach (“Wittenbach”) (collectively, the “Defendants”) in advance of
5 the January 12, 2009 public announcement that Abbott Laboratories, Inc. (“Abbott”)
6 agreed to acquire the outstanding shares of Advanced Medical Optics, Inc.
7 (hereinafter referred to by its former New York Stock Exchange ticker symbol,
8 “EYE”) through a tender offer (the “EYE/Abbott Transaction”).

9 2. DeCinces received material, nonpublic information about the impending
10 EYE/Abbott Transaction from an individual directly involved with the EYE/Abbott
11 Transaction. This individual (the “Source”) had access to material, nonpublic
12 information regarding the impending EYE/Abbott Transaction and was aware that
13 that information should be kept confidential.

14 3. In the weeks preceding the public announcement, DeCinces bought at
15 least 83,700 shares of EYE in several brokerage accounts he controlled, including
16 accounts in his grandchildren’s names, on the basis of the material, nonpublic
17 information regarding the impending EYE/Abbott Transaction he received from the
18 Source. DeCinces used the material, nonpublic information in breach of a fiduciary
19 duty or other duty of trust and confidence.

20 4. On January 12, 2009, EYE publicly announced that it had entered into
21 an agreement with Abbott pursuant to which Abbott planned to acquire EYE for \$22
22 per share through a tender offer. The day of the public announcement, EYE’s stock
23 price closed at \$21.50 per share, which was an increase of \$12.65 per share,
24 approximately 143% over the prior trading day’s closing price.

25 5. Following the public announcement, DeCinces sold the 83,700 EYE
26 shares for a profit of \$1,282,691.

27 6. In addition, DeCinces tipped material, nonpublic information that he
28 received regarding the impending EYE/Abbott Transaction to Donohue, Jackson,

1 and Wittenbach. After receiving the material, nonpublic information from
2 DeCinces, each traded EYE stock on the basis of the information that he received.

3 7. Specifically, Donohue bought 5,000 shares of EYE stock on the basis of
4 DeCinces' tip before the public announcement. Donohue sold following the public
5 announcement of the EYE/Abbott Transaction and profited by \$75,570.

6 8. Jackson bought 11,000 shares of EYE stock on the basis of DeCinces'
7 tip before the public announcement. He sold following the public announcement of
8 the EYE/Abbott Transaction and profited by \$140,259.

9 9. Finally, Wittenbach bought 15,000 shares of EYE stock on the basis of
10 DeCinces' tip before the public announcement. Wittenbach sold after the public
11 announcement of the EYE/Abbott Transaction and profited by \$201,692.

12 Wittenbach also directed his sister to purchase EYE stock on the basis of the
13 information he received from DeCinces. On the basis of his recommendation, she
14 bought 1,000 shares of EYE stock before the public announcement, sold her shares
15 after the public announcement, and profited by \$13,214.

16 10. Donohue, Jackson, and Wittenbach all used the material, nonpublic
17 information in breach of fiduciary duties or other duties of trust and confidence.

18 11. Collectively, DeCinces, Donohue, Jackson, and Wittenbach made
19 \$1,713,426 in illicit profits (including the profits from the trades Wittenbach directed
20 in his sister's account).

21 12. By knowingly or recklessly engaging in the conduct described in this
22 Complaint, DeCinces, Donohue, Jackson, and Wittenbach violated and, unless
23 enjoined, will continue to violate Section 10(b) of the Securities Exchange Act of
24 1934 ("Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R.
25 § 240.10b-5] and Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and Rule
26 14e-3 thereunder [17 C.F.R. § 240.14e-3].

1 19. **Roger A. Wittenbach**, age 69, currently resides in Lutherville-
2 Timonium, Maryland. Wittenbach is the President and Chief Executive Officer of a
3 privately-held company headquartered in Sparks, Maryland.

4 **RELATED ENTITY**

5 20. **Advanced Medical Optics, Inc.** (or “EYE”) was a manufacturer of
6 medical products for the eye that was headquartered in Santa Ana, California. It
7 now operates as a subsidiary of Abbott called Abbott Medical Optics, Inc. Before
8 the January 12, 2009 public announcement that Abbott would acquire EYE through a
9 tender offer, EYE traded on the New York Stock Exchange under the ticker symbol
10 “EYE.”

11 **FACTS**

12 **A. The Source Possessed Material, Nonpublic Information Regarding**
13 **the EYE/Abbott Transaction**

14 21. The Source was directly involved in the impending EYE/Abbott
15 Transaction from its inception in October 2008. The Source knew or was reckless in
16 not knowing that EYE’s Code of Ethics and its incorporated policy regarding
17 “Insider Trading and Confidentiality Obligations” clearly set forth that the Source
18 had a duty not to disclose confidential information, or “inside information,” to
19 anyone outside the company. Indeed, EYE’s Code of Ethics specifically identified
20 “mergers, acquisitions, tender offers, joint ventures, or significant changes in assets”
21 and “changes in control or in management of the Company” as examples of what it
22 considered to be “inside information.”

23 22. The Source, as an employee of EYE, received the policies described
24 above, knew that he was required to abide by the policies and procedures, and agreed
25 to do so. The Source also knew that he had a duty to the shareholders of EYE not to
26 discuss or to disclose information about the impending EYE/Abbott Transaction.

1 **B. DeCinces Bought Shares of EYE on the Basis of Material, Nonpublic**
2 **Information Communicated to Him by the Source**

3 23. During the week of October 13, 2008, an investment bank, at EYE's
4 request, contacted Abbott to see if it was interested in an acquisition or strategic
5 transaction with EYE. Abbott expressed an interest in a strategic transaction with
6 EYE, and representatives of the companies met on October 22, 2008, to discuss the
7 possibility of a merger between the two companies.

8 24. On October 24, 2008, EYE and Abbott executed a nondisclosure
9 agreement, which allowed Abbott to conduct its due diligence, and, on October 26,
10 2008, EYE executives met with Abbott to discuss, among other things, EYE's
11 business and Abbott's level of interest in acquiring EYE.

12 25. On November 14, 2008, representatives of EYE met with Abbott to
13 discuss EYE's business, historical financial results, and business strategy in greater
14 detail. On November 26, 2008, Abbott informed parties at EYE that Abbott
15 intended to forward a tender offer proposal in the next few days.

16 26. With knowledge of the aforementioned material, nonpublic information,
17 the Source provided DeCinces with material, nonpublic information regarding the
18 impending EYE/Abbott Transaction.

19 27. On December 1, 2008, DeCinces bought 3,000 shares of EYE on the
20 basis of material, nonpublic information regarding the impending EYE/Abbott
21 Transaction communicated to him by the Source.

22 28. On December 1, 2008, Abbott sent representatives of EYE a
23 nonbinding, preliminary proposal in which Abbott offered to buy EYE's outstanding
24 shares of common stock through a tender offer for the cash price range of \$21 to \$23
25 per share.

26 29. On December 2, 2008, members of EYE's management team and
27 EYE's Board of Directors met telephonically to discuss the proposal. At that
28

1 meeting, the Board authorized management to engage in a limited period of
2 exclusive negotiations with Abbott.

3 30. With knowledge of the aforementioned material, nonpublic information,
4 the Source provided DeCinces with material, nonpublic information regarding the
5 impending EYE/Abbott Transaction.

6 31. On December 2, 2008, DeCinces bought 5,000 additional shares of
7 EYE on the basis of material, nonpublic information regarding the impending
8 EYE/Abbott Transaction communicated to him by the Source.

9 32. Abbott's due diligence of EYE began on or about December 8, 2008.

10 33. With knowledge of the aforementioned material, nonpublic information,
11 the Source provided DeCinces with material, nonpublic information regarding the
12 impending EYE/Abbott Transaction.

13 34. On December 10, 2008, DeCinces placed a limit order for an additional
14 4,000 shares of EYE on the basis of material, nonpublic information regarding the
15 impending EYE/Abbott Transaction communicated to him by the Source. This limit
16 order was executed on December 12, 2008.

17 35. On December 12, 2008, EYE's and Abbott's respective representatives
18 exchanged drafts of the merger agreement and related documentation.

19 36. With knowledge of the aforementioned material, nonpublic information,
20 the Source provided DeCinces with material, nonpublic information regarding the
21 impending EYE/Abbott Transaction.

22 37. On December 15, 2008, DeCinces bought an additional 14,000 shares
23 of EYE on the basis of material, nonpublic information regarding the impending
24 EYE/Abbott Transaction communicated to him by the Source. This purchase was
25 funded by approximately \$160,000 that was generated by DeCinces' liquidation of a
26 diverse portfolio of 110 stocks (including some positions held since 2001).

27 38. On December 15 and 16, 2008, EYE executives and EYE's legal and
28 financial advisors met with Abbott and its legal and financial advisors. During this

1 two-day meeting, EYE's representatives presented Abbott with overviews of EYE's
2 business, historical financial results, business strategy, legal matters, and financial
3 projections.

4 39. With knowledge of the aforementioned material, nonpublic
5 information, the Source provided DeCinces with material, nonpublic information
6 regarding the impending EYE/Abbott Transaction.

7 40. On December 17, 2008, DeCinces bought an additional 10,000 shares
8 of EYE on the basis of material, nonpublic information regarding the impending
9 EYE/Abbott Transaction communicated to him by the Source. Also on
10 December 17, 2008, he bought an additional 8,000 EYE shares (through accounts
11 that he had set up for his grandchildren) on the basis of material, nonpublic
12 information regarding the impending EYE/Abbott Transaction communicated to him
13 by the Source.

14 41. The next day, December 18, 2008, DeCinces bought an additional 3,000
15 shares of EYE on the basis of material, nonpublic information regarding the
16 impending EYE/Abbott Transaction communicated to him by the Source.

17 42. As of December 17 and 18, 2008, EYE's Board planned to vote on the
18 merger on Monday, January 5, 2009, and to announce the merger on Wednesday,
19 January 7, 2009.

20 43. On December 19, 2008, members of EYE management met with the
21 EYE Board of Directors, along with EYE's legal and financial advisors, and advised
22 the Board that Abbott was still targeting an early January 2009 decision.

23 44. On December 21, 2008, Abbott called representatives of EYE and
24 confirmed that, after completion of Abbott's preliminary legal and financial due
25 diligence review of EYE, the proposed purchase price remained in the range of \$21
26 to \$23 per share.

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1 45. On December 28, 2008, representatives of EYE received a call from
2 Abbott confirming that it would be willing to propose a purchase price of \$21 per
3 share.

4 46. During this same time period, the EYE/Abbott Transaction progressed
5 and several key events occurred. Among other things, on Wednesday, December 31,
6 2008, the EYE Board of Directors meeting was moved from Monday, January 5,
7 2009, to Thursday, January 8, 2009.

8 47. With knowledge of the aforementioned material, nonpublic information,
9 the Source provided DeCinces with material, nonpublic information regarding the
10 impending EYE/Abbott Transaction.

11 48. On January 2, 2009, DeCinces bought an additional 12,500 shares of
12 EYE on the basis of material, nonpublic information regarding the impending
13 EYE/Abbott Transaction communicated to him by the Source. Shortly thereafter,
14 DeCinces bought an additional 1,200 shares of EYE on the basis of material,
15 nonpublic information regarding the impending EYE/Abbott Transaction
16 communicated to him by the Source.

17 49. On January 4, 2009, certain members of EYE's management had
18 reached a verbal agreement with Abbott as to the terms of their future employment
19 with the company.

20 50. With knowledge of the aforementioned material, nonpublic information,
21 the Source provided DeCinces with material, nonpublic information regarding the
22 impending EYE/Abbott Transaction.

23 51. Early the next morning, January 5, 2009, DeCinces bought an additional
24 23,000 shares of EYE: 8,000 shares of EYE in accounts set up for his grandchildren
25 and 15,000 shares in a personal brokerage account. These purchases were made on
26 the basis of material, nonpublic information regarding the impending EYE/Abbott
27 Transaction communicated to DeCinces by the Source. To pay for the shares he
28 bought in his grandchildren's accounts, DeCinces transferred \$60,000 from a

1 personal brokerage account to his four grandchildren's brokerage accounts, dividing
2 the \$60,000 equally among them.

3 **C. The January 12, 2009 Public Announcement**

4 52. At 5:01 a.m. Pacific time on January 12, 2009, EYE announced that it
5 had entered into an agreement with Abbott pursuant to which Abbott planned to
6 acquire EYE through a tender offer of \$22 per share in an all cash offer. EYE's
7 stock price closed at \$21.50 per share, an increase of \$12.65 per share, or
8 approximately 143%, over the prior trading day's closing price of \$8.85 per share.

9 53. On the day of the announcement, DeCinces sold all of his EYE shares.
10 DeCinces made illegal profits of approximately \$1,282,691.

11 **D. DeCinces Tipped Material, Nonpublic Information About the**
12 **EYE/Abbott Transaction to at Least Three Individuals**

13 54. DeCinces tipped the material, nonpublic information about the
14 EYE/Abbott Transaction he received to at least three individuals: Donohue,
15 Jackson, and Wittenbach, all of whom traded on the basis of that information.

16 **(1) Donohue Bought EYE on the Basis of Material, Nonpublic**
17 **Information Tipped by DeCinces**

18 55. Donohue was DeCinces' physical therapist from at least August 2004
19 through January 2009. Donohue previously had a business relationship with
20 members of the DeCinces family in a venture that ultimately failed.

21 56. On the basis of the material, nonpublic information regarding the
22 impending EYE/Abbott Transaction that Donohue received from DeCinces,
23 Donohue bought 3,000 shares of EYE on December 9, 2008.

24 57. On January 7, 2009, Donohue bought an additional 2,000 shares of EYE
25 on the basis of material, nonpublic information regarding the impending EYE/Abbott
26 Transaction communicated to him by DeCinces.

27 58. On January 12, 2009, Donohue sold all 5,000 shares of EYE for a profit
28 of \$75,570.

1 59. Later, DeCinces asked Donohue whether he had sold his EYE stock and
2 congratulated him.

3 **(2) Jackson Bought EYE on the Basis of Material, Nonpublic**
4 **Information**

5 60. On January 8, 2009, DeCinces and Jackson met for a breakfast meeting
6 to discuss, among other things, a shared business transaction. During that meeting,
7 Jackson used his mobile handheld device to buy 8,500 shares of EYE based on
8 material, nonpublic information regarding the impending EYE/Abbott Transaction
9 communicated to him by DeCinces.

10 61. DeCinces and Jackson had a social relationship.

11 62. Later that day, Jackson bought an additional 1,700 shares of EYE based
12 on material, nonpublic information regarding the impending EYE/Abbott
13 Transaction communicated to him by DeCinces.

14 63. On January 9, 2009, Jackson bought an additional 800 shares of EYE
15 based on material, nonpublic information regarding the impending EYE/Abbott
16 Transaction communicated to him by DeCinces.

17 64. Following the public announcement of the EYE/Abbott Transaction,
18 Jackson sold all 11,000 shares of EYE for a profit of \$140,259.

19 **(3) Wittenbach Bought EYE on the Basis of Material, Nonpublic**
20 **Information**

21 65. Wittenbach and DeCinces became friends when DeCinces was living in
22 Maryland. Since that time, Wittenbach and DeCinces have remained close friends.

23 66. On January 8, 2009, Wittenbach bought 15,000 shares of EYE on the
24 basis of material, nonpublic information regarding the impending EYE/Abbott
25 Transaction communicated to him by DeCinces.

26 67. Also on January 8, 2009, Wittenbach called his sister and recommended
27 that she buy 1,000 shares of EYE stock. Later that day, on the basis of her brother's
28 recommendation, Wittenbach's sister bought 1,000 shares of EYE on margin.

1 68. On the day of the public announcement of the EYE/Abbott Transaction,
2 Wittenbach sold all 15,000 shares of EYE for a profit of \$201,692. That same day,
3 Wittenbach called his sister and told her she should sell her EYE stock. Thereafter,
4 she sold 1,000 shares of EYE for a profit of \$13,214.

5 **E. DeCinces, Donohue, Jackson, and Wittenbach Breached Their**
6 **Fiduciary or Other Duties When They Traded on the Basis of**
7 **Material, Nonpublic Information**

8 69. The confidential information that DeCinces received regarding the
9 impending EYE/Abbott Transaction was material and nonpublic. For the foregoing
10 reasons, a reasonable investor would have viewed this as being important to his
11 investment decision or a significant alteration of the total mix of information
12 available to the public.

13 70. EYE and its employees assumed and owed a duty to its shareholders to
14 maintain the confidentiality of information related to the impending EYE/Abbott
15 Transaction. Insiders at EYE knew or were reckless in not knowing that the
16 information about the EYE/Abbott Transaction learned in the course of their
17 employment was material and nonpublic and disclosed to them with the expectation
18 that they owed, and would abide by, a fiduciary or other similar duty of trust and
19 confidence. Insiders at EYE owed a duty to maintain the confidence of any
20 nonpublic information about the EYE/Abbott Transaction and to abstain from
21 disclosing that information to others.

22 71. DeCinces knew that the Source, due to his employment and position at
23 EYE, had access to material, nonpublic information and was under a duty to keep it
24 confidential. When he traded on the material, nonpublic information received from
25 the Source, DeCinces knew or was reckless in not knowing that he was in breach of
26 a direct or derivative duty to keep the material, nonpublic information confidential.

27 72. DeCinces' tippees, Donohue, Jackson, and Wittenbach, each of whom
28 knowingly or recklessly received material, nonpublic information from DeCinces

1 about the impending tender offer, had a duty to maintain that information in
2 confidence. By trading on the information that they received from DeCinces,
3 Donohue, Jackson, and Wittenbach breached a duty.

4 73. The Source derived or intended to derive a direct or indirect benefit
5 from disclosing the material, nonpublic information regarding the EYE/Abbott
6 transaction to DeCinces.

7 74. DeCinces tipped the material, nonpublic information that he received
8 about the impending EYE/Abbott Transaction to Donohue, Jackson, and Wittenbach,
9 intending it to be gifts to them or to otherwise benefit himself.

10 75. Significantly, even in the absence of fiduciary or other duties,
11 DeCinces, Donohue, Jackson, and Wittenbach all had a duty to abstain from, and
12 were prohibited from, trading given that substantial steps had been taken to
13 commence Abbott's tender offer to EYE's shareholders and given that they all knew
14 or had reason to know that the confidential information they received came from an
15 individual closely associated with EYE, the target of the tender offer. When
16 DeCinces received this confidential information about the impending EYE/Abbott
17 Transaction and then DeCinces communicated that information to Donohue,
18 Jackson, and Wittenbach, it was reasonably foreseeable that this communication
19 would result in unlawful trading.

20 **FIRST CLAIM FOR RELIEF**

21 **Violations of Section 10(b) of the Exchange Act and Rule 10b-5 Thereunder**

22 **(Against All Defendants)**

23 76. The Commission re-alleges and incorporates by reference each and
24 every allegation in paragraphs 1 through 75, inclusive, as if they were fully set forth
25 herein.

26 77. The information concerning the EYE/Abbott Transaction was material
27 and nonpublic. In addition, the information was considered confidential by EYE.
28

1 78. At all times relevant to the Complaint, Defendants acted knowingly or
2 recklessly.

3 79. Defendants learned material, nonpublic information regarding the
4 EYE/Abbott Transaction and knew, recklessly disregarded, or should have known
5 that they, directly, indirectly, and/or derivatively, owed a fiduciary duty, or
6 obligation arising from a similar relationship of trust and confidence, to keep the
7 information confidential.

8 80. By engaging in the conduct described above, Defendants, directly or
9 indirectly, in connection with the purchase or sale of securities, by use of the means
10 or instrumentalities of interstate commerce, or the mails, or the facilities of a national
11 securities exchange:

- 12 a. employed devices, schemes or artifices to defraud;
- 13 b. made untrue statements of material facts or omitted to state
14 material facts necessary in order to make the statements made, in
15 light of the circumstances under which they were made, not
16 misleading; and/or
- 17 c. engaged in acts, practices, or courses of business which operated
18 or would operate as a fraud or deceit upon any person in
19 connection with the purchase or sale of any security.

20 81. By engaging in the foregoing conduct, Defendants violated and, unless
21 enjoined, will continue to violate Section 10(b) of the Exchange Act [15 U.S.C.
22 § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

23 **SECOND CLAIM FOR RELIEF**

24 **Violations of Section 14(e) of the Exchange Act and Rule 14e-3 Thereunder**

25 **(Against All Defendants)**

26 82. The Commission re-alleges and incorporates by reference each and
27 every allegation in paragraphs 1 through 81, inclusive, as if they were fully set forth
28 herein.

1 83. DeCinces received material, nonpublic information regarding Abbott's
2 tender offer for the securities of EYE. DeCinces communicated this material,
3 nonpublic information regarding Abbott's tender offer for the securities of EYE to
4 Donohue, Jackson, and Wittenbach and traded on it himself.

5 84. The communications regarding the impending EYE/Abbott Transaction
6 between the Source and DeCinces and then between DeCinces and Donohue,
7 Jackson, and Wittenbach, respectively, occurred under circumstances in which it was
8 reasonably foreseeable that unlawful trading would result.

9 85. By December 2009, the time period during which the first trades alleged
10 herein occurred, substantial steps had been taken to commence a tender offer for the
11 securities of EYE by Abbott, including, among other things: (1) senior members of
12 EYE and Abbott met in person to discuss the possibility of a merger between the two
13 companies; (2) EYE and Abbott entered a nondisclosure agreement on October 24,
14 2008; (3) Abbott submitted a nonbinding, preliminary proposal to acquire EYE's
15 outstanding shares for between \$21 and \$23 per share; (4) Abbott conducted due
16 diligence on EYE; and (5) the EYE board held a meeting on January 5, 2009, to
17 evaluate the proposed transaction with Abbott.

18 86. DeCinces knew, or had reason to know, that the material, nonpublic
19 information he received, directly or indirectly, about the impending tender offer was
20 material and nonpublic and that he was prohibited from causing the purchase or sale
21 of the security to be sought by the tender offer. By tipping Donohue, Jackson, and
22 Wittenbach, it was reasonably foreseeable that they would improperly trade in EYE
23 in advance of the tender offer.

24 87. DeCinces, Donohue, Jackson, and Wittenbach, knew or had reason to
25 know that the confidential information that each of them received had been acquired,
26 directly or indirectly, from EYE, the target of the tender offer, and therefore they
27 were prohibited from trading in the securities of EYE.

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1 88. By reason of the foregoing, Defendants violated and, unless enjoined,
2 will continue to violate Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and
3 Rule 14e-3 thereunder [17 C.F.R. § 240.14e-3].

4 **PRAYER FOR RELIEF**

5 WHEREFORE, the Commission respectfully requests that the Court enter
6 Final Judgments:

7 **I.**

8 Permanently restraining and enjoining Defendants from, directly or indirectly,
9 engaging in conduct in violation of Section 10(b) of the Exchange Act [15 U.S.C.
10 § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5] and from engaging in
11 conduct in violation of Section 14(e) of the Exchange Act [15 U.S.C. § 78n(e)] and
12 Rule 14e-3 thereunder [17 C.F.R. § 240.14e-3];

13 **II.**

14 Ordering Defendants to disgorge the unlawful trading profits derived from the
15 activities set forth in this Complaint, together with prejudgment interest thereon;

16 **III.**

17 Ordering Defendants to pay civil penalties pursuant to Section 21A of the
18 Exchange Act [15 U.S.C. § 78u-1]; and

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IV.

Granting such other and further relief as this Court may deem just, equitable,
and necessary.

Respectfully submitted,

Dated: August 4, 2011.



Daniel M. Hawke

Elaine C. Greenberg

G. Jeffrey Boujoukos

Michael J. Rinaldi

(pro hac vice application to be filed)

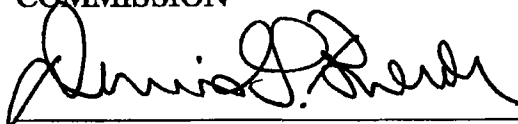
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SECURITIES AND EXCHANGE

COMMISSION



David S. Brown, Designated Local Counsel

SECURITIES AND EXCHANGE

COMMISSION