

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM STAUBS,  
an individual,

CASE NO.

Plaintiff,

50 2013 CA 00 4 8 8 5 XXXX MB

v.

AF

CONTINENTAL HERITAGE INSURANCE  
COMPANY, a Florida corporation,  
C.E. PARISH GENERAL AGENCY, INC.,  
a Florida corporation, and  
C.E. PARISH, an individual,

Defendants.

SUMMONS  
UPON AN INDIVIDUAL

TO: C.E. Parish  
1452 W. County Road 48  
Bushnell, FL 33513

IMPORTANT

A lawsuit has been filed against you. You have **20 calendar days** after this summons is served on you to file a written response to the attached complaint with the Clerk of this Court. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition. A phone call will not protect you. Your written response, including the case number given above and the name of the parties, must be filed if you want the Court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are no other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a copy of your written response to DOUGLAS J. ROBERTS, ESQ., STEARNS, ROBERTS, GUTTENTAG & ZELMER, L.L.C., Attorneys for Plaintiff, 805 E. Hillsboro Blvd., Deerfield Beach, FL 33441.

THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this Summons and a copy of the complaint/petition in this lawsuit on the above named defendant(s).

DATED ON MAR 1 8 2013, 2013.

SHARON R. BOCK  
Clerk & Comptroller  
P.O. Box 4087  
West Palm Beach, Florida  
33402-4687

EDNA SMITH  
BY: \_\_\_\_\_  
Deputy Clerk

## **IMPORTANTE**

Usted ha sido demandado legalmente. Tiene 20 Dias, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

## **IMPORTANT**

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse ecrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM STAUBS,  
an individual ,

CASE NO.

Plaintiff,

50 2013 CA 00 4 8 8 5 XXXX MB

v.

CONTINENTAL HERITAGE INSURANCE  
COMPANY, a Florida corporation,  
C.E. PARISH GENERAL AGENCY, INC.,  
a Florida corporation, and  
C.E. PARISH, an individual,

AF

Defendants.

SUMMONS

THE STATE OF FLORIDA  
To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or  
petition in this action on defendant: Continental Heritage Insurance Company

by serving its Registered Agent:

Karen Loconti-Diaz  
7200 W Camino Real, Suite 302  
Boca Raton, FL 33433

OR UPON REGISTERED AGENT'S FAILURE TO COMPLY WITH SECTION 48.091; by  
service upon any officer, director or employee of the corporation at the corporation's place of  
business, to-wit:

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's  
attorney, to-wit: **DOUGLAS J. ROBERTS, ESQ, STEARNS, ROBERTS, GUTTENTAG &  
ZELMER, LLC, 805 E. HILLSBORO BLVD., DEERFIELD BEACH, FL 33441**, within 20  
days after service of this summons on that defendant, exclusive of the day of service, and to file  
the original of the defenses with the Clerk of this Court either before service on Plaintiff's  
attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against  
that defendant for the relief demanded in the complaint or petition.

DATED ON     MAR 18 2013    

as Clerk of said Court

**EDNA SMITH**

By: \_\_\_\_\_  
As Deputy Clerk (Court Seal)

SHARON R. BOCK  
Clerk & Comptroller  
P.O. Box 4587  
West Palm Beach, Florida  
33402-4667

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM STAUBS,  
an individual,

CASE NO.

Plaintiff,

50 2013 CA 00 4885 XXXX MB

v.

CONTINENTAL HERITAGE INSURANCE  
COMPANY, a Florida corporation,  
C.E. PARISH GENERAL AGENCY, INC.,  
a Florida corporation, and  
C.E. PARISH, an individual,

AF

Defendants.

SUMMONS

THE STATE OF FLORIDA  
To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or  
petition in this action on defendant: C.E. Parish General Agency, Inc.

by serving its Registered Agent:

C.E. Parish, Jr.  
1452 W. County Road 48  
Bushnell, FL 33513

OR UPON REGISTERED AGENT'S FAILURE TO COMPLY WITH SECTION 48.091; by  
service upon any officer, director or employee of the corporation at the corporation's place of  
business, to-wit:

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's  
attorney, to-wit: **DOUGLAS J. ROBERTS, ESQ, STEARNS, ROBERTS, GUTTENTAG &  
ZELMER, LLC, 805 E. HILLSBORO BLVD., DEERFIELD BEACH, FL 33441**, within 20  
days after service of this summons on that defendant, exclusive of the day of service, and to file  
the original of the defenses with the Clerk of this Court either before service on Plaintiff's  
attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against  
that defendant for the relief demanded in the complaint or petition.

DATED ON     MAR 10 2013    .

MAR 18 2013

as Clerk of said Court

By: EDNA SMITH  
As Deputy Clerk (Court Seal)

SHARON R. BOCK  
Clerk & Comptroller  
P.O. Box 4667  
West Palm Beach, Florida  
33402-4667

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM STAUBS,  
an individual ,

CASE NO.

Plaintiff,

50 2013 CA 00 4 8 8 5 XXXX MB

v.

CONTINENTAL HERITAGE INSURANCE  
COMPANY, a Florida corporation,  
C.E. PARISH GENERAL AGENCY, INC.,  
a Florida corporation, and  
C.E. PARISH, an individual,

AF

COPY  
RECEIVED FOR FILING

MAR 18 2013

SHARON R. BOCK  
CLERK & COMPTROLLER  
CIRCUIT CIVIL DIVISION

Defendants.

COMPLAINT

Plaintiff, WILLIAM STAUBS ("PLAINTIFF") sues Defendants, CONTINENTAL HERITAGE INSURANCE COMPANY ("CONTINENTAL"), C.E. PARISH GENERAL AGENCY, INC. ("CEP") and C.E. PARISH ("PARISH")(collectively referred to herein as "DEFENDANTS") and alleges that he is entitled to relief based on the following facts:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of \$15,000.00 exclusive of interest, costs and attorney's fees.
2. PLAINTIFF is a resident of Broward County, Florida, and is otherwise *sui juris*.
3. At all times material hereto, CONTINENTAL was and is a Florida corporation authorized to do business and doing business throughout the State of Florida, including Palm Beach County, Florida, and, *inter alia*, engaged in the bail bond business as contemplated by section 648.25(4), Florida Statutes.
4. At all times material hereto, C.E. PARISH GENERAL AGENCY, INC. was and is a Florida corporation with is principal place of business in Sumter County, Florida, but otherwise CEP engages in the bail bond business throughout the state of Florida.



5. At all times material hereto, C.E. PARISH was and is a resident of Sumter County, Florida, and is otherwise *sui juris*. CEP and/or PARISH is/are the Managing General Agent for CONTINENTAL's Florida bail bond business, as contemplated by section 648.25(3), Florida Statutes.

6. Venue is proper in Palm Beach County, Florida, where CONTINENTAL resides.

7. All conditions precedent to this action have occurred, been excused and/or have been waived.

8. PLAINTIFF has been forced to retain Stearns, Roberts, Guttentag & Zelmer, LLC, to represent it in this action and is obligated to pay it a reasonable attorney's fee.

### **BACKGROUND**

9. In March 2009, PLAINTIFF, a licensed bail bond agent and licensed private investigator, traveled to Palatka, Florida, to investigate the disappearance of a five year old child, Haleigh Cummings.

10. During the course of his investigation, PLAINTIFF discovered that CONTINENTAL was the surety on a bail bond for Daniel Snodgrass ("Snodgrass"). Snodgrass was out on bond and had been charged with alleged crimes with one count of sexual battery on a person under the age of 12 and two counts of lewd and lascivious molestation of a person under the age of 12. Snodgrass lived within only a few miles of the residence where the child had disappeared.

11. At the time, PLAINTIFF had been previously appointed by CONTINENTAL as a limited surety agent for CONTINENTAL. Attached hereto as Exhibit 1 is a true and correct copy of the Power of Attorney issued by CONTINENTAL on March 25, 2008, which authorized PLAINTIFF to conduct business on behalf of CONTINENTAL as a limited surety agent within the meaning of section 648.342, Florida Statutes. The Power of Attorney was in full force and effect when PLAINTIFF travelled to Palatka to investigate the missing child (and remains in effect).

12. During the course of prior bail bond work for CONTINENTAL, PLAINTIFF knew that PARISH was the managing general agent for CONTINENTAL in the State of Florida and that PARISH operated his business through C.E. PARISH GENERAL AGENCY, INC., located in Bushnell, Florida.

13. PLAINTIFF contacted PARISH and advised him of the purpose of him being in the area, to-wit, to investigate the disappearance of Haleigh Cummings. PLAINTIFF further advised PARISH of the proximity of Snodgrass to the residence of the missing child. Based on their discussion, arrangements were made for PLAINTIFF to retrieve the Snodgrass file from a local bail bond agency in Palatka, Florida, Chuck's Bail Bonds. Chuck's Bail Bonds was also a bail bond agent for CONTINENTAL operating under PARISH's managing general agent umbrella.

14. Pursuant to the discussion between PLAINTIFF and PARISH, PARISH agreed and authorized PLAINTIFF to a) pick up the Snodgrass file from Chuck's Bail Bonds; b) revoke Snodgrass's bond; and c) take Snodgrass into custody and return him to the local jail.

15. When a licensed bail bondsman such as PLAINTIFF is "assigned" or "appointed" to a particular matter by an insurance company dealing in bail bonds, the industry standard for "assigning" a particular file to a bail bond agent is for that bail bond agent to physically visit the office of the bail bond agency that wrote the bond and to retrieve the physical "file". Pursuant to this established procedure (of which PLAINTIFF was well aware as he has taken over 8000 fugitives into custody during the course of his bail bond agent career), PLAINTIFF travelled to Chuck's Bail Bonds to retrieve the Snodgrass file.

16. Upon arrival, PLAINTIFF was greeted by Charles "Chuck" Ingram and Dale Ingram, his wife. The conversation regarding PLAINTIFF picking up the Snodgrass file took place between Chuck Ingram and PLAINTIFF. Dale Ingram made a copy of the file and gave it to PLAINTIFF. Based on PLAINTIFF's interaction with Chuck Ingram when he picked up the file, it appeared that Chuck Ingram was working and/or employed at Chuck's Bail Bonds in



some capacity, as the conversation was between them and Chuck Ingram asked PLAINTIFF questions about why he was there to pick up the file, etc. as would be expected from someone employed by and/or managing such a bail bond agency.

17. Chuck Ingram is a convicted felon, having been convicted of Lewd and Lascivious Behavior on a person under the age of 16 on July 22, 2002. Chuck Ingram served time in prison as a result of his conviction and was therefore a convicted felon at the time PLAINTIFF entered the Chuck's Bail Bond premises in March of 2009 to retrieve the Snodgrass file. Under section 648.387(4), Florida Statutes, it is illegal for the owner, operator, or primary agent of a bail bond agency to employ, contract with, or use the services of any person in a bail bond agency that has been convicted of a felony. Further, section 648.44(8)(a), Florida Statutes, prohibits any person who has been convicted of a felony from acting in any capacity for a bail bond agency, specifically, such person may not "participate as a director, officer, manager, agent, contractor, or employee of any bail bond agency or office thereof or exercise direct or indirect control in any manner in such agency or office or own shares in any closely held corporation which has any interest in any bail bond business." The violation of section 648.44(8)(a) is a third degree felony. Further, section 648.44(8)(b) states that anyone "who knowingly permits a person who has been convicted of or has pleaded guilty or no contest to a crime as described in paragraph (a) also commits a third degree felony.

18. At the time that PLAINTIFF retrieved the Snodgrass file from Chuck Ingram inside Chuck's Bail Bond office, Chuck Ingram was a convicted felon operating out of a bail bond agency that was appointed by CONTINENTAL to write CONTINENTAL bail bonds, which was further under scope of CEP and PARISH's managing general agency for CONTINENTAL.

19. On March 20, 2009, pursuant to the authorization of PARISH, who was acting within the scope and course of his duties as the principal of CEP, as well as in his capacity as the managing general agent for CONTINENTAL, PLAINTIFF traveled to Snoggrass's residence

and took Snodgrass into custody. Once in his custody, PLAINTIFF contacted PARISH by phone and advised of the pickup.

20. Despite the prior authorization from PARISH for the pickup of Snodgrass (upon which PLAINTIFF reasonably and justifiably relied), PARISH did an about face in the phone conversation with PLAINTIFF and directed PLAINTIFF to release Snodgrass and spoke to Snodgrass directly on PLAINTIFF's cellphone.

21. As the principal of CEP and the managing general agent for CONTINENTAL, PARISH had the authority to authorize PLAINTIFF to revoke Snodgrass's bond and remand him to the custody of local law enforcement officials. PLAINTIFF acted upon such authority from PARISH, but would not have otherwise taken any action in the absence of being given said express authority by PARISH. PLAINTIFF knows better.

22. Shortly after PLAINTIFF released Snodgrass, Snodgrass filed a criminal complaint with the local law enforcement agency, which led to charges being filed against PLAINTIFF for false imprisonment. As a result of the arrest and being charged with a felony, PLAINTIFF lost his bail bond agent license, private investigator license and multiple firearms-related licenses. In short, as a result of PLAINTIFF's reliance on PARISH's authorization to take Snodgrass into custody which authorization PARISH then reneged on, PARISH put PLAINTIFF in harm's way. On May 1, 2012, Snodgrass was convicted of the Lewd or lascivious molestation of a victim under the age of 12 as well as sexual battery on a victim under the age of 12. He is currently serving three consecutive life sentences at the Cross City Correction Institution in Cross City, Florida. These are the charges that had been brought against Snodgrass - - and for which he was out on bail - at the time PLAINTIFF took him into custody when PLAINTIFF was investigating the disappearance of Haleigh Cummings.

## **COUNT I – BREACH OF BAIL BOND AGENCY AGREEMENT**

PLAINTIFF hereby re-alleges paragraphs 1-22 above as if fully set forth herein and further alleges:

23. At all times material hereto, an agency relationship existed between PLAINTIFF, CONTINENTAL, CEP and PARISH.

24. PARISH breached the agency relationship by withdrawing the authorization for the Snodgrass pickup after the pickup occurred. Said breach is imputed through vicarious liability principles to CEP and CONTINENTAL.

25. As a direct and proximate result of the breach of agency agreement, PLAINTIFF has suffered damages, including, without limitation, loss of his bail bond agent license, private investigator's license and firearms licenses, loss of ability to earn an income in the profession in which he is otherwise qualified and was licensed to work, damage to reputation, loss of business opportunity, and other significant damages.

WHEREFORE, PLAINTIFF demands judgment for damages in excess of \$15,000 against CONTINENTAL, CEP and PARISH, plus interest thereon, costs, attorney's fees and such other relief as the Court deems proper.

## **COUNT II – BREACH OF FIDUCIARY DUTY**

PLAINTIFF hereby re-alleges paragraphs 1-22 above as if fully set forth herein and further alleges:

26. Under the Agency Agreement, CONTINENTAL, CEP and PARISH owed PLAINTIFF a fiduciary duty in connection with PLAINTIFF's appointment in connection with the Snodgrass pick up.

27. By the actions of PARISH, PARISH, CEP and CONTINENTAL breached their fiduciary duty and put PLAINTIFF in harm's way by revoking the authorization, subjecting

PLAINTIFF to serious harm, including the loss of his liberty if convicted of the charges that Snodgrass brought against PLAINTIFF.

28. Further, PARISH, CEP and CONTINENTAL were obligated to provide PLAINTIFF with legal defense in connection with the criminal charges that were filed against PLAINTIFF, but failed and/or refused to do so. PLAINTIFF was acting within the scope of his bail bond agent capacity when he took Snodgrass into custody having been given authorization to do so by PARISH.

29. As a result, PLAINTIFF has been damaged.

WHEREFORE, PLAINTIFF demands judgment for damages in excess of \$15,000 against CONTINENTAL, CEP and PARISH, plus interest thereon, costs, attorney's fees and such other relief as the Court deems proper.

### **COUNT III – INTENTIONAL FRAUD**

PLAINTIFF re-alleges paragraphs 1-22 as if fully set forth herein and PLAINTIFF further states:

30. PARISH made a material misrepresentation of fact to PLAINTIFF, to-wit: that PARISH authorized PLAINTIFF to revoke Snodgrass's bond and remand him into the custody of local law enforcement officials.

31. At the time PARISH made the statement to PLAINTIFF, he intended to entrap PLANITIFF.

32. PLAINTIFF justifiably and reasonable relied upon the authorization of PARISH in connection with the Snodgrass pickup. PLAINTIFF had dealt with PARISH on numerous occasion prior to the Snodgrass incident, and had been appointed to cases by PARISH (on behalf of CONTINENTAL) on many occasions. Based on the representations of PARISH, PLAINTIFF had every right to believe that he was properly authorized to revoke Snodgrass's

bond and to remand him into police custody. PLAINTIFF would never have taken Snodgrass into custody without PARISH's authorization to do so.

33. As a direct and proximate result of PLAINTIFF's reliance on PARISH's representations, PLAINTIFF has suffered damages.

34. At all times material hereto, PARISH was acting on behalf of CEP and CONTINENTAL, which are both vicariously liable for PARISH's actions.

WHEREFORE, PLAINTIFF demands judgment for damages in excess of \$15,000 against CONTINENTAL, CEP and PARISH, plus interest thereon, costs, attorney's fees and such other relief as the Court deems proper. PLAINTIFF reserves the right to seek punitive damages against DEFENDANTS upon showing of record evidence of same in accordance with applicable Florida law.

#### **COUNT IV - NEGLIGENT MISREPRESENTATION**

PLAINTIFF re-alleges paragraphs 1-22 as if fully set forth herein and PLAINTIFF further states:

35. PARISH owed PLAINTIFF a duty of care as the managing general agent for CONTINENTAL in his dealings with PLAINTIFF.

36. PARISH knew or should have known that if PARISH gave PLAINTIFF authorization to take Snodgrass into custody, then revoked that authorization, that this would expose PLAINTIFF to possible arrest and criminal charges.

37. PARISH breach his duty of care owed to PLAINTIFF by so revoking the authorization only after PLAINTIFF had taken Snodgrass into custody. CEP and CONTINENTAL are vicariously liable for PARISH's negligent misrepresentation because he is their agent.

38. As a direct and proximate result of PARISH's negligent misrepresentation, PLAINTIFF suffered damages.

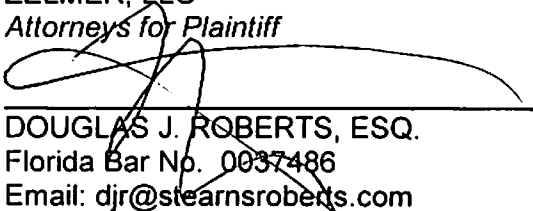
WHEREFORE, PLAINTIFF demands judgment for damages in excess of \$15,000 against CONTINENTAL, CEP and PARISH, plus interest thereon, costs, attorney's fees and such other relief as the Court deems proper.

**DEMAND FOR JURY TRIAL**

PLAINTIFF demands a trial by jury on all issues so triable on his complaint.

Respectfully submitted this 18 day of March, 2013

STEARNS, ROBERTS, GUTTENTAG &  
ZELMER, LLC  
*Attorneys for Plaintiff*



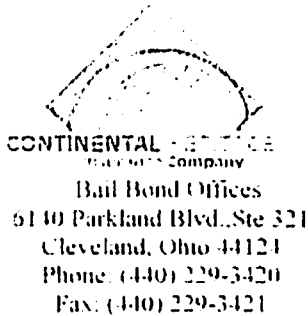
DOUGLAS J. ROBERTS, ESQ.  
Florida Bar No. 0037486  
Email: djr@stearnsroberts.com

**NOTICE OF DESIGNATION OF PRIMARY AND SECONDARY E-MAIL ADDRESSES IN COMPLIANCE WITH NEW MANDATORY E-MAIL SERVICE RULE**

Undersigned counsel, in accordance with *Florida Rule of Civil Procedure 1.080*, (as amended effective September 1, 2012), and new *Florida Rule of Judicial Administration 2.516(b)(1)(A)*, (as enacted effective September 1, 2012), hereby designate their primary and secondary e-mail addresses and request copies of all orders, process, pleadings, and other documents filed or served in this matter, be served upon them at the primary and secondary e-mail addresses listed below, which such service e-mail required by *Rule 2.516(b)(1)(A)*, counsel requests that the copies be served upon them at the email addresses listed below:

Primary: Douglas J. Roberts, Esq.  
djr@stearnsroberts.com

Secondary: Dena Lasher, Legal Assistant  
da@stearnsroberts.com



**QUALIFYING POWER OF ATTORNEY**

Valid In \_\_\_\_\_ County, State of \_\_\_\_\_ only

KNOW ALL MEN BY THESE PRESENTS.

THAT CONTINENTAL HERITAGE INSURANCE COMPANY a Corporation of the State of Ohio (Company) does hereby make constitute and appoint William E Staubs its true and lawful attorney-in-fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company, if a seal is required, on bail bonds (not including non-appearance related recognizances/bail bonds ) not exceeding \$ 200,000.00 and to bind CONTINENTAL HERITAGE INSURANCE COMPANY thereby, and all of the acts of said attorney-in-fact, pursuant to these presents are hereby ratified and confirmed.

Continental Heritage Insurance Company shall NOT, be liable hereunder unless face sheets and/or bonds are affixed to a valid Continental Heritage Insurance Company Power of Attorney, as fully described on the reverse hereof

This appointment is made under and by the authority of a resolution of the Board of Directors of Continental Heritage Insurance Company

IN WITNESS WHEREOF, CONTINENTAL HERITAGE INSURANCE COMPANY has caused these presents to be signed by

its duly authorized officers this 25th day of March of 2008

CONTINENTAL HERITAGE INSURANCE COMPANY

Corporate Seal



STATE OF OHIO  
COUNTY OF CUYAHOGA

By Charles D. Hammond

President

By David A. Conzone  
Chief Financial Officer

On this 25th day of March, 2008 before me a Notary Public personally appeared the above named officers who being duly sworn, acknowledge that they signed the above Power of Attorney as President and Vice President of the Continental Heritage Insurance Company and acknowledge said instrument to be the voluntary Act and Deed of said Company They are personally known to me.

Penny M. Burns



PENNY M. BURNS  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
April 04, 2010  
Page 2 of two (See Reverse)

