

ORIGINAL

SUPREME COURT CASE NO. 2005-0422

BEFORE THE SUPREME COURT OF OHIO

FROM THE BOARD OF COMMISSIONERS ON THE UNAUTHORIZED
PRACTICE OF LAW CASE NO UPL 02-10

COLUMBUS BAR ASSOCIATION,
Relator,

v

AMERICAN FAMILY PREPAID LEGAL CORPORATION, ET AL.,
Respondents

NOTICE

FILED
OCT 21 2009
CLERK OF COURT
SUPREME COURT OF OHIO

James L. Reinheimer
(0059231)

REINHEIMER & REINHEIMER
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Counsel for AFPLC, HMISI, and
Jeffery Norman

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RECEIVED
OCT 21 2009
CLERK OF COURT
SUPREME COURT OF OHIO

BEFORE THE OHIO SUPREME COURT

COLUMBUS BAR ASSOCIATION	*	Case No. 05-422
	*	
Realtor	*	From the UPL Board
	*	Case No. UPL 02-10
	*	
	*	
-vs-	*	James L. Reinheimer
	*	(0059231)
	*	Attorney for Respondents, AFPLC,
	*	HMISI, and Jeffery Norman
American Family Prepaid Legal Corp. Et al.	*	204 Justice Street
	*	Fremont, Ohio 43420
Respondents	*	Phone: 419.355.0108
	*	Fax: 419.355.0622
	*	<u>Andrew.Bucher@hotmail.com</u>
	*	

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**NOTICE**

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Pursuant to Paragraph One Hundred Ten (110) of this Court's Decision of October 14, 2009, the Respondents, American Family, Heritage, and Jeffrey Norman submit the following:

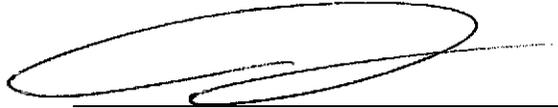
1. The customer list of American Family was sold by United States Bankruptcy Trustee, Thomas H. Casey, to Puritan Financial Group, Inc., pursuant to Chapter 7 Bankruptcy filing by American Family Pre-Paid Legal, Inc.. Said Bankruptcy was filed in the United States Bankruptcy Court for the Central District of California, Santa Ana Division, Case No. 8:07-bk-13777-RK. See

attached letter from Thomas Casey dated September 29, 2008; Bill of Sale; and letter from Puritan Financial Companies, Inc., dated October 6, 2008.

2. The customer list of Heritage was sold to Quest Financial in 2007. Quest Financial is not a party to this case. See Contract for the Purchase of Client List dated September 4, 2007.

3. Jeffrey Norman, as an individual, maintains no customer lists.

Respectfully Submitted,



James L. Reinheimer
(0059231)
Counsel of Record for Respondents
HMISI, AFPLC, and Jeffery Norman
Reinheimer & Reinheimer
204 Justice St.
Fremont, OH 43420
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CERTIFICATION

A copy of the foregoing Motion for Leave to Supplement, was mailed to the following by First Class U.S. Mail, postage prepaid on the 20th day of October, 2009.

Bruce A. Campbell, Esq., Columbus Bar Association, 175 South Third Street, Suite 1100, Columbus, Ohio, 43215; Susan B. Christoff, Esq., Board on the Authorized Practice of Law, The Supreme Court of Ohio, 65 South Front Street, 5th Floor, Columbus, Ohio, 43215-3431; Joyce Edelman, Attorney for Relator, Porter, Wright, Morris & Arthur, LLP, 41 South High Street, Columbus, Ohio, 43215; John N. MacKay, Attorney for OSBA, Shumaker, Loop & Kendrick, LLP, 1000 Jackson Street, Toledo, Ohio, 43604; Eugene P. Whetzel, General Counsel, OSBA, Ohio State Bar Association, 1700 Lake Shore Drive, Columbus, Ohio, 43204; Christopher J. Moore, Attorney for Respondents, Joseph Hamel and Timothy Holmes, Moore & Scribner, 3700 Massillon Road, Suite 380, Uniontown, Ohio, 44685; James P. Tyack, Attorney for Respondent, Adam Hyers, 536 South High Street, Columbus, Ohio, 43215; Stanley Norman, 12 Bordeaux, Coto De Caza, California 92679; Jeff Alten, 25302 Wolf Road, Bay Village, Ohio, 44140; William Downs, 1682 Lexington Drive, Lancaster, Ohio, 43130; Joseph Ehlinger, 127 19th Street, Findlay, Ohio, 45840; Luther Mack Gordon, 3420 Sodom Road, Casstown, Ohio, 45313; Steve Grote, 4941 N. Arbor Woods Court, Apt. 302, Cincinnati, Ohio, 45248; David Helbert, 195 Beachwood Avenue, Avon Lake, Ohio, 44012; Samuel Jackson, 7789 Windward Drive, Massillon, Ohio, 44646; Harold Miller, 4083 Guston Place, Gahanna, Ohio, 43230; Chris Miller, 295 Laurel Lane, Pataskala, Ohio, 43062; Paul Morrison, 8580 State Route 588, P.O. Box 361, Rio Grande, Ohio, 45674; Eric Peterson, 5014 Marigold Way, Greensboro, North Carolina 27410-82098; Jack Riblett, 952 South Brinker Avenue, Columbus, Ohio, 43204; Richard Rompala, 19559 Echo Drive, Strongsville, Ohio, 44149; Daniel Roundtree, 1273 Serenity Lane, Worthington, Ohio, 43085; Vern Schmit, 1024 Josiah Morris Road, London, Ohio, 43140; Alexander Schlop, 2090 State Route 725, Spring Valley, Ohio, 453709; Jerrold Smith, 152 Elm Street, Ravenna, Ohio, 44266; Patricia Soos, 3037 Lisbon-Canfield Road, Leetonia, Ohio, 44431; Anthony Sullivan, 1587 Ringfield Drive, Galloway, Ohio, 43119; and Dennis Quinlan, 1267 Pine Valley Court, Ann Arbor, Michigan, 48104-6711.



James L. Reinheimer
Attorney for AFPLC, HMISI and
Jeffery Norman

THOMAS H. CASEY
CHAPTER 7 TRUSTEE
22342 Avenida Empresa, Suite 260
Rancho Santa Margarita, California 92688

Telephone 949/766-8787
Facsimile 949/766-9896
TomCasey@tomcaseylaw.com

September 29, 2008

RE: United States Bankruptcy Court Approved Sale to Puritan Financial Group, Inc., of the Assets and Customers Accounts of American Family Pre-Paid Legal, Inc.

To Whom It May Concern:

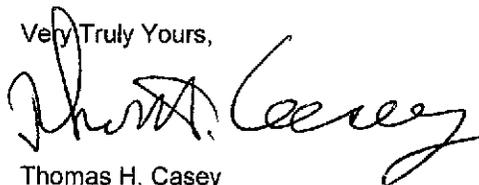
My name is Thomas H Casey. I am the Chapter 7 Bankruptcy Trustee (the "Trustee") for the bankruptcy estate of American Family Prepaid Legal Corporation, a California corporation, in that certain bankruptcy case entitled, "*In Re American Family Pre-Paid Legal Plan, Inc., also referred to as American Family Prepaid Legal Corporation*", filed in the United States Bankruptcy Court for the Central District of California, Santa Ana Division, as Case No. 8:07-bk-13777-RK. Prior to filing bankruptcy, American Family Prepaid Legal Corporation ("**American Family**") was in the business of selling prepaid legal service plans to individuals, families and businesses and overseeing and providing services pursuant to those legal service plans. American Family is no longer in business and will no longer be selling or supporting any such legal service plans.

After careful review and consideration of the facts, circumstances and available options, I made the decision to sell all of the operating assets of American Family, including its customer accounts and customer lists, to Puritan Financial Group, Inc., a Texas corporation ("**Puritan**"). The sale to Puritan was approved by the United States Bankruptcy Court pursuant to an Order entered on September 26, 2008, as a sale free and clear of liens pursuant to 11 U.S.C. § 363(f), and the sale to Puritan was closed and the assets were conveyed to Puritan on September 29, 2008.

I understand that a representative of Puritan will be contacting the former customers of American Family soon to explain that the operating assets and customer accounts of American Family were sold to Puritan, and to discuss the services that are available through Puritan should any of those customers wish to take advantage of those services. If you wish to contact Puritan, you may call its Client Services Department toll free at 800-513-3243, or visit Puritan's website at www.puritangroup.com.

Thank you.

Very Truly Yours,



Thomas H. Casey
Chapter 7 Trustee

BILL OF SALE

This Bill of Sale (this "**Bill of Sale**") is duly made, executed and delivered effective as of September 29, 2008 (the "**Closing Date**"), by:

Thomas H. Casey ("**Seller**"), acting solely in his capacity as the Chapter 7 Trustee for the bankruptcy estate ("**Estate**") of American Family Prepaid Legal Corporation, a California corporation ("**Debtor**") in that certain bankruptcy case entitled *In Re American Family Pre-Paid Legal Plan, Inc.* (also referred to as *American Family Prepaid Legal Corporation*), filed in the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the "**Bankruptcy Court**") as Case No. 8:07-bk-13777-RK (the "**Bankruptcy Case**");

to and in favor of:

Puritan Financial Group, Inc., a Texas corporation ("**Buyer**"); and

(each of whom is a "**Party**", and both of whom are the "**Parties**"), with regard to the following facts, circumstances, understandings and beliefs (collectively, "**Recitals**");

RECITALS:

- A. On or about November 12, 2007, Debtor filed a voluntary petition of bankruptcy pursuant to Chapter 7 of Title 11 of the United States Bankruptcy Code.
- B. Shortly thereafter, Seller was appointed as the Chapter 7 Trustee of Debtor, and all property of the Estate, including without limitation the Assets being conveyed to Buyer pursuant to this Bill of Sale, became vested in Seller as the sole and exclusive representative of the Estate.
- C. Buyer and Seller thereafter entered into an Asset Purchase Agreement (the "**APA**") bearing an Execution Date of July 30, 2008, pursuant to which Buyer agreed to purchase from Seller and Seller agreed to sell to Buyer the assets ("**Assets**") described in the Description of Assets attached as **Exhibit "A"** to this Bill of Sale.
- D. The APA and the purchase and sale of the Assets (the "**Sale**") described therein were approved and authorized by the Bankruptcy Court pursuant to an order entered in the Bankruptcy Case on September 26, 2008.
- E. Buyer's closing obligations, as set forth in Section 3.7 of the APA, Seller's closing obligations, as set forth in Section 3.8 of the APA, and all other conditions precedent to the Closing, were duly satisfied or waived pursuant to the APA, and the Sale was consummated, transacted and closed as of the Closing Date set forth above.
- F. The APA provides that Seller will deliver to Buyer upon the closing ("**Closing**") of the Sale a duly executed original bill of sale evidencing the sale and conveyance of the Assets to Buyer. This Bill of Sale is the bill of sale provided for in the APA.

PURSUANT TO THE FOREGOING RECITALS, and in consideration of the obligations, covenants, warranties, representations and declarations contained in the APA, and the payment by Buyer to Seller of the Purchase Price set forth in the APA, the receipt of which is hereby acknowledged, Seller, intending to be legally bound by this Bill of Sale, hereby covenants, agrees, promises, warrants, represents and declares as follows:

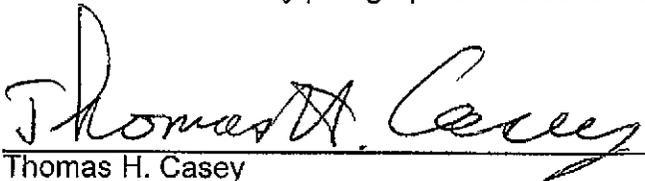
1. **Definitions.** Capitalized words and phrases that are defined in this Bill of Sale will have the meaning assigned to them in this Bill of Sale when capitalized and used in this Bill of Sale. Capitalized words and phrases that are defined in the APA but not otherwise defined in this Bill of Sale will have the meaning assigned to them in the APA when capitalized and used in this Bill of Sale unless the context in which such capitalized word or phrase is used reasonably prohibits such meaning.

2. **Conveyance of Assets to Buyer.** Pursuant to and in accordance with the APA and the order of the Bankruptcy Court referred to in Recital "D" of this Bill of Sale, Seller hereby transfers, assigns and conveys to Buyer, free and clear of all Interests, Liens and Claims pursuant to Section 363(f) of the Bankruptcy Code, all of the Assets described or referred to in the "Description of Assets" attached as **Exhibit "A"** to this Bill of Sale.

3. **Inurement.** This Bill of Sale will inure to the benefit of Buyer and its successors, assigns, grantees, administrators, receivers and trustees, and will be binding upon Debtor, Seller and the Estate, and their respective successors, assigns, grantees, administrators, receivers and trustees, including without limitation any successor trustee appointed in the Bankruptcy Case.

THE UNDERSIGNED SELLER made, executed and delivered this Bill of Sale effective as of the Closing Date set forth in the introductory paragraph of this document.

SELLER:



Thomas H. Casey
Chapter 7 Trustee

EXHIBIT "A"
TO ASSET PURCHASE AGREEMENT

DESCRIPTION OF ASSETS

1. All names, addresses, telephone numbers, facsimile numbers, email addresses and other confidential, proprietary or other information regarding any past, present or prospective future clients of Debtor or Debtor's Business, except with respect to any past, present or prospective future clients of Debtor or Debtor's Business resident in the states of either North Carolina or Minnesota;
2. All lists, files, books, records, documents, data bases and other information of any kind regarding any of the Items described in paragraph 1 of this Exhibit "A";
3. All computer hardware, software, and electronic storage mediums and devices that contain or permit access to any of the files, records, documents, data bases and other information referred to in any of paragraphs 1 and 2 of this Exhibit; subject, however, to any provisions of the Agreement relating to computer hardware, software and electronic storage mediums and devices that contain information regarding both (a) Debtor and its clients; and (b) companies other than Debtor and their clients;
4. All telephone numbers, facsimile numbers, email addresses, website addresses, internet domain names, and website programs and graphics, owned, controlled or used by Debtor or the Estate;
5. The irrevocable and exclusive right to use and employ in the conduct of Buyer's business all of the items described in paragraphs 1 through 4 of this Exhibit "A";
6. All evidence or indicia of ownership of any of the items described in paragraphs 1 through 5 of this Exhibit "A"; and
7. All rights, interests, claims, causes of action and actions by Debtor, Seller or the Estate of any kind or nature regarding, relating to or arising in connection with any theft, conversion, misappropriation, encroachment, infringement or unauthorized use of any of the items described in paragraphs 1 through 6 of this Exhibit "A".

The Assets do not include any rights of Seller or the Estate: (a) in or to potential or actual avoidance actions, including to recover preferential transfers or fraudulent conveyances, except with respect to fraudulent conveyances of any of the items described in paragraphs 1 through 6 of this Exhibit "A"; or (b) to recover on any insurance policies of Debtor for claims arising from the pre-petition (that is, prior to the filing of the Bankruptcy Case) theft, conversion, misappropriation, encroachment, infringement or unauthorized use by the Debtor of any of the items described in paragraphs 1 through 6 of this Exhibit "A".



October 6, 2008

**RE: United States Bankruptcy Court Approved Sale to Puritan Financial Group, Inc.,
Of the Assets and Customers Accounts of American Family Pre Paid Legal, Inc.**

Dear Client:

My name is Matthew W. McIntyre. I am the Chief Executive Officer of Puritan Financial Companies, Inc., and its subsidiary Puritan Financial Group, Inc. ("**Puritan**"). I am writing to you because we believe you were, or may have been, a client of American Family Pre Paid Legal, Inc. ("**American Family**"). American Family and its owner, Stanley Norman, filed for Bankruptcy, and American Family is no longer in business. Puritan purchased from the Bankruptcy Trustee substantially all of the operating assets of American Family, including all of its customer accounts and the right to be of service to clients such as you.

The sale to Puritan was approved by the United States Bankruptcy Court pursuant to an Order entered on September 26, 2008. If you would like a copy of that Order, please let me know, and we would be pleased to send you a copy. The United States Bankruptcy Court considered Puritan's capabilities, experience, history and impeccable reputation in the mature marketplace when it approved the sale of the operating assets of American Family to Puritan. Puritan is a reputable company that can be of genuine service to you.

Puritan is part of a respected family of financial service companies that understands the needs and desires of the mature marketplace. Administrative services offered by Puritan include periodic reviews and recommendations at no cost to you. These services are intended to provide valuable advice and the comfort and peace of mind that result from having an organization like Puritan available to assist you in your financial and estate planning needs, and to guide your family in the settlement of your estate. We would be pleased to work with your existing legal counsel, or if you do not have an attorney, or if you wish to obtain a second opinion, or further legal advice, we work closely with a number of well qualified estate and elder planning attorneys in your state.

You are, of course, free to choose whether to take advantage of our services. Puritan maintains a polite, friendly, knowledgeable and experienced Client Services Department that I assure you will be readily accessible and highly responsive should you have a question or wish to schedule a complementary review. Please do not hesitate to call us toll free at 800-513-3243 or you may visit our website at www.puritangroup.com.

We are honored to have the opportunity to become your advisor, and we are committed to earning your trust and confidence. We will contact you soon to further introduce ourselves, and explain how Puritan can provide genuine value by helping you achieve your goals.

Sincerely yours,

Matthew W. McIntyre, CEO

Puritan Brokerage Services, Inc. | Puritan Investment Advisors, Inc. | Puritan Financial Group, Inc. | Puritan Life Insurance Company

16801 Addison Road, Suite 400, Addison, TX 75001 | Ph. 972-380-1119 | Fx. 972-380-1995 | Web: www.puritangroup.com

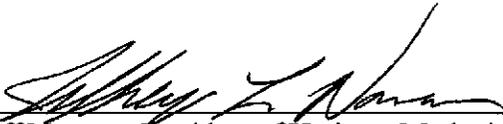
Securities offered through Puritan Brokerage Services, Inc. 16801 Addison Road, Suite 430, Addison, TX 75001. Member FINRA/SIPC

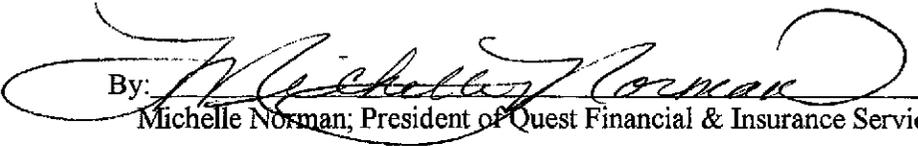
CONTRACT FOR THE PURCHASE OF CLIENT LIST

Quest Financial (Quest), in consideration for the exclusive right(s) to all client information pertaining to the clients of Heritage Marketing and Insurance (HMI), along with the right to market insurance and financial products to those clients, agrees to pay certain obligations of HMI, said payments to equal *Eighty Seven Thousand Two Hundred Sixty One (\$87,261.30) Dollars and 30/00*, said payment constituting fair and valuable consideration. Quest specifically relies on the contract language contained in the agency contracts entered into between HMI and their employee/independent contractor insurance and sales agents, as well as management personnel, which precludes those parties from contact with, or interfering with contact with, the clients who are the subject of this agreement. Quest also specifically relies on the remedies available for the breach of those contracts and, by payment of their obligation under this agreement, become third party beneficiaries of those contracts. All claims arising out of these contractual rights, whether liquidated or unliquidated, known or unknown, including, but not limited to, outstanding judgments, are conveyed to Quest upon payment of the stated consideration.

Heritage Marketing and Insurance, in consideration for the payment of certain obligations totaling *Eighty Seven Thousand Two Hundred Sixty One (\$87,261.30) Dollars and 30/00* by Quest Financial, agrees to convey all client information, along with the right to market insurance and financial products to those clients, to Quest. HMI understands, and has made it a material consideration of this contract, that the former employees/independent contractor insurance and/or sales agents, as well as former management personnel, are precluded by contract from contacting, or interfering with contact with, the clients who are subject of this agreement. HMI agrees to provide such assistance, including documents, records, files or testimony in the event Quest is forced to bring suit or take other action deemed reasonable and necessary in enforcing the covenants upon which they are relying as third party beneficiaries. All claims arising out of these contractual rights, whether liquidated or unliquidated, known or unknown, including, but not limited to, outstanding judgments, are conveyed to Quest upon payment of the stated consideration.

This Agreement is made and entered into on this 4th day of September, 2007

By: 
Jeff Norman, President of Heritage Marketing and Insurance, Inc.

By: 
Michelle Norman, President of Quest Financial & Insurance Services, Inc.