

FILED

STATE OF NORTH CAROLINA
COUNTY OF WAKE 2013 AUG 22 PM 1:16
WAKE COUNTY, C.S.C.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
File No. _____

STATE OF NORTH CAROLINA, *ex rel.*)
ROY COOPER, Attorney General,)
)
Plaintiff,)
)
v.)
)
THOMAS HEALTHCARE INSTITUTE,)
INC., JOSEPH BLOUNT, individually and in)
his capacity as owner and manager of)
THOMAS HEALTHCARE INSTITUTE,)
INC., and LEVETTE BLOUNT, individually)
and in her capacity as owner and manager of)
THOMAS HEALTHCARE INSTITUTE,)
INC.,)
)
Defendants.)

**COMPLAINT
and
MOTION FOR TEMPORARY
RESTRAINING ORDER**

INTRODUCTION

1. The State of North Carolina brings this action against Thomas Healthcare Institute, Inc., and its operators, Joseph Blount and Levette Blount, alleging violations of the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*, for operating a proprietary school without a license, as mandated by N.C. Gen. Stat. § 115D-90, *et seq.* The State seeks a Temporary Restraining Order and other injunctive relief against defendants, civil penalties, restitution for victims, attorneys' fees, and other costs.

PARTIES

2. Plaintiff is the State of North Carolina, by and through its Attorney General, Roy Cooper, who brings this action pursuant to authority granted by Chapters 75 and 114 of the North Carolina General Statutes.

3. Defendant Thomas Healthcare, Inc. (“THC”) is a proprietary school with branches in Raleigh and Greensboro. Defendants Joseph and Levette Blount formulated and controlled the business practices, representations, acts, and omissions of Thomas Healthcare, Inc., and are residents of the State of North Carolina. At all times relevant to this action, defendants have purported to do business from premises located in Wake, Guilford, and Alamance counties.

FACTUAL ALLEGATIONS

4. THC is a privately-owned, for-profit North Carolina educational corporation with branches in Raleigh and Greensboro that charges tuition for vocational training and exam preparation services targeted towards citizens of North Carolina who are interested in pursuing careers as certified nursing assistants and other healthcare-related fields. Although located in different cities, THC’s Raleigh and Greensboro branches are not legally or financially separate entities.

5. Chapter 115D of the North Carolina General Statutes requires proprietary schools to meet licensure requirements. Moreover, the General Assembly has recognized “the importance of higher education and of the particular significance attached to the personal credentials accessible through higher education” in all public and private post-secondary entities. N.C. Gen. Stat. § 116-15.

6. Because it satisfies all five factors of the statutory definition provided under N.C. Gen. Stat. § 115D-87(2), THC is a proprietary school, and thus it must comply with the licensing requirements enumerated by N.C. Gen. Stat. § 115D-90 and enforced by the North Carolina State Board of Proprietary Schools (“SBPS”).

7. Although defendants previously complied with Chapter 115D and held a valid license to operate THC as a proprietary school, that license was revoked in February 2013 after an

SBPS investigation found multiple violations of relevant state law, including failure to provide and maintain adequate and qualified administrative, supervisory, or teaching staff; failure to provide and maintain adequate standards of instruction; failure to maintain adequate financial resources capable of fulfilling its commitments for training; and knowingly presenting to the State Board of Community Colleges false or misleading information relating to SBPS's license revocation investigation.

8. SBPS commenced an investigation of THC in November 2012, after North Carolina's Department of Health and Human Services ("DHHS") alleged defendants had committed violations of state and federal law.

9. On January 18, 2013, after interviews with defendants Joseph and Levette Blount and several of THC's former employees, SBPS initiated the process for license revocation. In accordance with the State Board of Community Colleges' procedure, SBPS notified THC of its right to request an informal hearing to contest the revocation. When THC did not respond, SBPS rendered its final determination of revocation, effective February 6, 2013.

10. Despite proper notice from SBPS, defendants have openly defied state regulators and North Carolina law by continuing to operate THC illegally without a license. Since February 2013, SBPS and the Consumer Protection Division of the North Carolina Attorney General's Office have received complaints from both a former THC instructor and a THC student, which demonstrate that THC is still advertising courses and enrolling students. Moreover, as of May 13, 2013, THC of Raleigh continued to promote its services via the Internet. Most troublingly, as detailed in the attached supporting affidavits, THC's pattern of providing sub-standard instruction, unsuitable teaching facilities, and inadequate training materials has continued to result in further harm to North Carolina consumers.

THC-Greensboro's Continued Post-Revocation Operations

11. From September 2011 until April 2013, Tamara Stephenson was the sole instructor at THC's Greensboro branch, teaching courses in Phlebotomy, EKG technician training, and medical technician training.

12. Until January 2013, THC's Greensboro operations were based out of a room rented by defendants Joseph and Levette Blount in Moses H. Cone Memorial Hospital. However, in January 2013, defendant Joseph Blount informed Ms. Stephenson that THC's Greensboro classes would no longer be taught at the hospital; instead, its Phlebotomy and EKG training would relocate to an Econo Lodge off of Interstate 40's Exit 145, near Burlington.

13. In March 2013, weeks after revocation of THC's license to operate a proprietary school, Mr. Blount instructed Ms. Stephenson to start teaching an eight-week Phlebotomy course to around eight students on Saturday mornings from 9 a.m. until 1 p.m. in the Econo Lodge's "banquet room."

14. When Ms. Stephenson complained that the room was dusty and unsuitable for medical training, and that her students were upset about commuting to Burlington after paying hundreds of dollars for a course they believed would be taught in Greensboro, Mr. Blount threatened to replace her or sue for defamation. When Ms. Stephenson contacted SBPS, she learned THC was operating without a license, and resigned from her position as an instructor.

15. An affidavit relaying Ms. Stephenson's experiences is attached to this complaint.

THC-Raleigh's Continued Post-Revocation Operations

16. In March 2013, Nedra Godbold, an aspiring pre-nursing student at Wake Technical Community College, contacted THC's Raleigh branch to inquire about signing up for its Nurse Aide training course and spoke to defendant Levette Blount.

17. Ms. Blount told Ms. Godbold that although THC could no longer afford to provide full clinical training for its Nurse Aide I course, the school was still providing analogous instruction through a similar “study group” course. Ms. Blount informed her that by successfully completing THC’s course and supplementing it by volunteering at a local nursing home, she could fulfill Wake Technical Community College’s prerequisites, and that if she was unable to locate a volunteering opportunity on her own, THC could assist her in finding one.

18. Based on Ms. Blount’s assurances, Ms. Godbold paid \$450 in cash to enroll in THC’s Nurse Aide I/Study Group training course, which was scheduled to begin on June 6, 2013. However, when Ms. Godbold arrived at THC’s Raleigh office on that date, she was informed the class had been cancelled due to insufficient enrollment numbers. Ms. Godbold asked for a refund of her tuition, but to date THC has not repaid her.

19. An affidavit relaying Ms. Godbold’s experiences is attached to this complaint.

Willful Acts and Financial Harm

20. Defendants’ aforesaid acts, practices, representations, and omissions have been knowing and willful.

21. Defendants’ aforesaid acts, practices, representations, and omissions have been in or affecting commerce in North Carolina and have had a significant and negative impact thereon.

22. Because defendants have operated a proprietary school without a license, consumers have suffered financial harm.

CLAIM FOR RELIEF: VIOLATION OF THE UNFAIR AND DECEPTIVE TRADE PRACTICES ACT, N.C. GEN. STAT. §75-1.1, et seq.

23. The State incorporates herein by reference paragraphs one through twenty-two, above, and alleges further that the aforesaid acts, practices, omissions, and representations by

defendants constitute unfair and deceptive practices in violation of N.C. Gen. Stat. § 75-1.1, *et seq.*

24. Defendants' unfair and deceptive practices include, but are not limited to:

(a) Operating a proprietary school in the State of North Carolina without a license, as mandated by N.C. Gen. Stat. § 115D-90, *et seq.*;

(b) Soliciting and receiving compensation from consumers for products or services at a non-licensed proprietary school;

(c) Failing to refund consumers' deposits or payments; and

(d) Failing to respond to multiple inquiries by the State of North Carolina's proprietary school licensing authority, the SBPS.

25. By continuing to operate THC illegally without a license, defendants harm North Carolina consumers and deceive potential students.

26. Defendants' above alleged unfair and deceptive trade practices entitle the State to the statutory relief prayed for below.

REQUEST FOR A TEMPORARY RESTRAINING ORDER
UNDER N.C. GEN. STAT. § 75-14

As shown by this complaint and the accompanying affidavits of Tamara Stephenson and Nedra Godbold, defendants' deceptive and illegal practices are ongoing and continue to harm the citizens of this state. The State of North Carolina therefore requests a Temporary Restraining Order pursuant to N.C. Gen. Stat. § 75-14 so that further consumer harm and further violations of law might be prevented.

PRAYER FOR RELIEF

WHEREFORE, the State prays the Court for the following relief:

A. That the Court issue a Temporary Restraining Order pursuant to N.C. Gen. Stat. §

75-14 prohibiting defendants, their agents, employees, and corporate successors or assigns, and any persons acting in concert with them, from:

(1) Advertising, offering, or entering into contracts for educational or instructive products or services in North Carolina;

(2) Soliciting or accepting deposits or payments from consumers for any educational or instructive product or service;

(3) Collecting any further payment, directly or indirectly, from consumers related to the aforementioned business;

(4) Destroying, transferring, concealing, altering, or removing from their possession or control any financial records, consumer contracts, emails, or other correspondence, business records, and other documents of defendants; or

(5) Transferring, withdrawing, concealing, or encumbering any assets of defendants pending further order of the Court;

B. That, upon proper notice to defendants and within ten (10) days of the entry of the Temporary Restraining Order, a hearing be conducted to determine whether that Order, or any reasonable modification thereof, should not be continued in the form of a Preliminary Injunction pending the final adjudication of this cause, as allowed by N.C. Gen. Stat. § 75-14;

C. That defendants be required to produce the following records no later than three (3) days prior to the Preliminary Injunction hearing or within ten (10) days of entry of a Temporary Restraining Order, whichever is sooner:

(1) The name and address of every bank at which any of defendants maintain, and/or in the past three years have maintained, deposit, checking, or other bank accounts, and the account number for each such account;

(2) A statement of the current monetary balance in each such account held by any of defendants, together with a copy of the most recent bank statement for each such account and all bank statements from the past three years for each such account; and

(3) A current financial statement, showing the current assets and liabilities for defendants;

D. That, pursuant to N.C. Gen. Stat. § 75-15.1, the Court cancel all contracts executed by defendants, their agents, employees, and corporate successors or assigns, and any persons acting in concert with them, in North Carolina in violation of N.C. Gen. Stat. § 75-1.1 and order defendants to make restitution of all amounts that consumers paid in reliance upon said contracts;

E. That, pursuant to N.C. Gen. Stat. § 75-14, a Permanent Injunction be entered upon final adjudication of this case to prevent defendants, their agents, employees, and corporate successors or assigns, and any persons acting in concert with them, from resuming any unfair or deceptive practices in the State;

F. That defendants be required to pay civil penalties to the State in the amount of \$5,000.00 per violation of the Unfair and Deceptive Trade Practices Act, pursuant to N.C. Gen. Stat. § 75-15.2, and that each week that the above alleged practices persisted be deemed a separate violation, as allowed by N.C. Gen. Stat. § 75-8, if that results in a higher penalty amount;

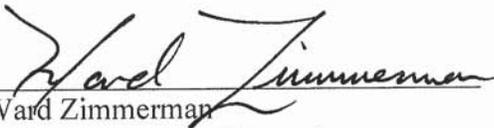
G. That costs and reasonable attorneys' fees be awarded to the State of North Carolina pursuant to N.C. Gen. Stat. § 75-16.1; and

H. That the Court award the State such other and further relief as may be just and proper.

This the 22nd day of August 2013.

ROY COOPER
Attorney General

By:


Ward Zimmerman

Assistant Attorney General
NC Department of Justice
Post Office Box 629
Raleigh, North Carolina 27602
(919) 716-6000
NC Bar No. 32352
wzimmerman@ncdoj.gov

AFFIDAVITS OF TAMARA STEPHENSON AND NEDRA GODBOLD
IN SUPPORT OF THE STATE'S APPLICATIONS FOR INJUNCTIVE RELIEF

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

AFFIDAVIT OF TAMARA STEPHENSON

I, Tamara Stephenson, after being duly sworn, do hereby depose and say:

1. I reside at 121 Lawrence Street, Greensboro, North Carolina, and am a certified medical assistant with a Bachelor's of Science degree and an associate's degree.

2. In September 2011, I began working as an instructor for Thomas Healthcare Institute, Inc., of Greensboro ("THC").

3. At the time of my hiring, THC's Greensboro operations were based out of a room that its proprietors Joseph and Levette Blount rented in Moses H. Cone Memorial Hospital, located at 1200 North Elm Street, Greensboro, North Carolina.

4. From September 2011 until December 2012, I taught courses at the hospital for THC students in Phlebotomy, EKG technician training, and medical technician training. During this time, I was the only instructor at THC's Greensboro location.

5. In January 2013, Mr. Blount informed me that THC's Greensboro classes would no longer be held at the hospital. He instructed me to teach courses in Phlebotomy and EKG training to THC students at an Econo Lodge off Interstate 40's Exit 145, near Burlington, North Carolina.

6. Mr. Blount cited renovations at the hospital and a better rental rate at the hotel as reasons for the change in venue; I quickly grew suspicious. The hospital often underwent renovations in my time teaching there for THC but those had never previously disrupted our classes.

7. In March 2013, I started teaching an eight-week Phlebotomy course to around eight students, meeting on Saturdays from 9am until 1pm.

8. The Phlebotomy classes were supposed to be held in the Econo Lodge's "banquet room," but the room we used looked just like a regular motel room with the beds removed; the area was dusty, dirty, and certainly unsuitable for medical training. All of my students were from the

Greensboro metropolitan area, most believed when they enrolled that the course they paid hundreds of dollars to attend would be held in Greensboro, and several had great difficulty commuting from Greensboro to Burlington to attend class.

9. I raised these concerns to THC and Mr. Blount. When I did not receive a satisfactory response, I emailed Scott Corl, Executive Director of North Carolina's Office of Proprietary Schools.

10. Mr. Corl informed me via email that THC's license to operate a proprietary school was revoked in February 2013. A copy of the email exchange I had with Mr. Corl is attached as Exhibit 1.

11. When I confronted Mr. Blount about the school's lack of a license, he first denied the allegation and then said that the license revocation only applied to THC's C.N.A. training program in Raleigh. When I raised the issue again, he threatened to replace me and sue for defamation if I told THC's students.

12. In light of these events, in April 2013, I resigned from my position at THC and declined to teach any further courses for the school. I do not want to be affiliated with an unlicensed school, and I do not feel comfortable misleading students about THC's accreditation or providing them with substandard training in an unsanitary and disgusting environment like the Econo Lodge.

Tamara Stephenson
Tamara Stephenson

Sworn to and subscribed before me

this the 16 day of August, 2013.

Cathy C. Light Cathy C. Light
(Notary Public)

My commission expires: Nov. 19, 2013



RE: Thomas Health Care

Scott Corl

→ **Sent:** Tuesday, April 16, 2013 11:21 AM *
To: tamste3935 [tamste3935@hotmail.com]

Tamara,

I am sorry to hear that about the problems you are continuing to have with Mr. Blount. You have requested information about the DOJ. I would direct you to the Consumer Affairs Division of the North Carolina Attorney General's Office (919-716-6000). As far as emails, you actually copied them in your last email, but for reference they are:

Mr. Ward Zimmerman and Linda Matthews:

wzimmerman@ncdoj.gov;

lmattthews@ncdoj

I want to thank you for bringing this to my attention. Your willingness to speak openly and honestly was very important in our investigation into the school. Like you, we are very concerned about the students being impacted. This school should not be operating. Given the fact that they are attempting to hold classes in a hotel, it appears the hospital they were located in has taken some type of action. While I cannot provide you with legal advice, I believe your plan to cease all communication with Mr. Blount appears sound.

Regards,

Scott Corl
Executive Director
Office of Proprietary Schools
Phone: 919-807-7061
Fax: 919-807-7169
corls@nccommunitycolleges.edu

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and shall be disclosed to third parties when required by the statutes. (NCGS.Ch.132)

→ **From:** tamste3935 [tamste3935@hotmail.com]
Sent: Monday, April 15, 2013 6:14 PM *
To: Scott Corl
Cc: Rasheeda McAllister; Q. Shanté Martin; wzimmerman@ncdoj.gov; lmattthews@ncdoj.gov; kathy.turner@dhhs.nc.gov; John Pettitt; Bob Hodge; Jack Henderson; Kuburat Ganiyu; Ashley Wallace; saaron@nhrrtp.com; Rasheeda McAllister; Victor Riley
Subject: Re: Thomas Health Care

<https://by2prd0412.outlook.com/owa/?ae=Item&t=IPM.Note&id=RgAAA:AARRhFnxyLh...> 5/13/2013

Hi Scott,

I have went ahead and gave the students the information to contact the Attorney General office to report all findings. The students informed me that several of them paid different tuition prices. For example: 1 person paid \$1000, another paid \$ 850, and Joseph's cousin paid \$250. When Joseph was asked about the license suspicion and why we weren't informed, he said denied such accusations with the exception of the CNA course which was not relevant to the Greensboro location (which was moved to the Econo Lodge Hotel Burlington NC exit 145). He then turned to me in front of the class and said he would be happy to find another instructor. Shortly after he left. I will say that I have been paid up to date for the 3 classes I have taught. Although now Joseph is threatening to sue me for that money which means I would have worked for free. He is also sending inappropriate messages via text informing me to do things like "pray" and how I need to "take business classes" and that I am a "thief" if I do not pay him the money back that I worked for. I feel threatened by Joseph Blount. I should have known better. Especially since I was never presented with a formal or informal contract to sign. If you have an email to the Attorney General please forward my email to them. I will try again tomorrow to contact the office directly. I have enclosed screen shots from this past Saturday and today of text messages. I have had no verbal communication as I have ignored all phone call attempts from him as I anticipate verbal abuse from his assertive nature.

Thank you,
Tamara Stephenson

----- Original Message -----

From: Scott Corl

→ **Date:** 4/8/2013 11:28 AM ✱

To: T S;

Cc: Rasheeda McAllister; Q. Shanté

Martin; wzimmerman@ncdoj.gov; lmatthews@ncdoj.gov; kathy.turner@dhhs.nc.gov; John Pettitt; Bob Hodge; Jack Henderson; Kuburat Ganiyu; Ashley Wallace; saaron@nhrrp.com; Scott Corl; Rasheeda McAllister; Victor Riley;

Subject: RE: Thomas Health Care

Tamara,

I apologize as I was on vacation last week and have just gotten back into the office (I am hoping you got the automatic reply message).

The information contained in your email is shocking and disturbing. You should be aware that the proprietary school licenses of both Thomas Healthcare Institute, Inc. schools (Raleigh and Greensboro) were revoked by the State Board of Community Colleges earlier this year. Our office and the Community College System Office would consider any such operation as you describe to be a violation of Article 8, Chapter 115D of the North Carolina General Statutes. Our General Counsel specifically

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advised them in writing against such actions at the time the revocation became complete.

With regard to the issue of teaching at the school, I understand your financial situation but I think the fact that you were concerned enough to email me should raise serious red flags about getting involved with Mr. Blount.

You possess direct knowledge of this school's actions, before and after the revocation of their license. On behalf of the uninformed students you mention, I urge you to contact the Consumer Affairs Division of the North Carolina Attorney General's Office (919-716-6000) to report what you know. Based on my knowledge discovered through our investigation, I have great concern that the school has no intention of refunding the students once they realize there will be no classes.

Regards,

Scott Corl
Executive Director
Office of Proprietary Schools
Phone: 919-807-7061
Fax: 919-807-7169
corls@nccommunitycolleges.edu

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and shall be disclosed to third parties when required by the statutes. (NCGS.Ch.132)

→ **From:** T S [tamste3935@hotmail.com] ✖
Sent: Tuesday, April 02, 2013 1:50 PM
To: Scott Corl
Subject: Thomas Health Care

Hello Scott,

I hope that you and your family had a beautiful Easter holiday! I am writing to you today with questions about Thomas Health Care Ins, Greensboro, NC. I was asked by Joseph, Levette, and the students to teach the most current class. Although my experience with the school was not great, the current students approached me with willingness.

I read the State Board of Community Colleges Investigation regarding the school and I had a few questions. The most concerning being: Does the school even have a license to practice? I visited the "new " location to meet the students because honestly I do need a little extra money. The students advised me that they have not had an instructor for 3-4 weeks prior and had been giving empty promises from Joseph that the class would be starting the next weekend (but it didn't) or either that he had more people wanting to enroll (although the class size is approximately 5 students). The most disturbing piece is that it turns out that he wants the class to be held at Econo Lodge, exit 145 in Burlington,NC, about

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35-40 minuets north of Greensboro. Besides the fact that the students stay in Greensboro or slightly south of there, the hotel is not very clean. Joseph stated that he would be renting out a "banquet" room. The room looks like a regular hotel room with out the beds. The area is dusty. There is a full bathroom located inside the room along with a very rusty looking permanently fixed wall heater. They are not suitable medical practice conditions. I was very disgusted and the students are as well. I have not yet begun to teach because of the holiday and the research needed.

Please advise me of any information that would be relevant to the issue.

Thank you,

Tamara Stephenson

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STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF NEDRA GODBOLD

I, Nedra Godbold, after being duly sworn, do hereby depose and say:

1. I reside at 620 Rookwood Court, Wake Forest, North Carolina, and am a pre-nursing student at Wake Technical Community College.

2. In March of 2013, I contacted Thomas Healthcare Institute, Inc. of Raleigh ("THC") to inquire about enrolling in a Nurse Aide I training course in order to fulfill the prerequisites for full-time enrollment in Wake Tech's nursing program. THIC is located at 2817 Spring Forest Road, Suite 101, Raleigh, North Carolina.

3. I spoke to THC's Director, Levelle Blount, who told me that although THC could no longer afford to provide full clinical training for its Nurse Aide I course, the school was still providing analogous instruction through a similar "study group" course. Ms. Blount informed me that by successfully completing THC's course and supplementing it by volunteering at a local nursing home, I could fulfill Wake Tech's prerequisites. When I was unable to locate a volunteering opportunity on my own, she implied that THC could assist me in finding one.

4. After our conversation in March of 2013, I paid \$450 cash to enroll in THC's Nurse Aide I/Study Group training course, which was scheduled to begin on ^{MAY} June 6, 2013. NB

5. On May 6, 2013, I arrived at THC's Raleigh offices ready to start the course, but was told that the course had been cancelled. When I asked why I was never informed of the cancellation, Ms Blount stated that THC assumed I would not be attending because I failed to show up at the mandatory registration day held on May 4, 2013; I had never been told about the registration day. In any case, she said, the course was cancelled due to insufficient enrollment numbers.

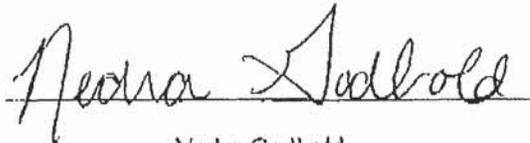
6. Although Ms. Blount encouraged me to attend a course scheduled to start in July, I filled out a form to obtain a refund within thirty days. Ms. Blount said to call around the first of June to see whether my refund check was available for pick-up.

7. On May 31, 2013, when my mother called to see if my refund check would be available for pick-up the following day, she was told she would need to wait at least another day, until THC had processed payments from its newly enrolled students. I called THC on June 1, 2013, and Ms. Blount told me to call back in a few days. When I called back on June 3, 2013, Mr. Blount said the school was experiencing financial difficulties and that I would need to wait a few more days.

8. After subsequent calls yielded similar results, I contacted the North Carolina State Board of Community Colleges and learned that THC's license and insurance had been revoked weeks before my first communications with the school in March of 2013.

9. On June 11, 2013, after further fruitless attempts to obtain my refund, I filed a complaint with the Attorney General's Consumer Protection Division.

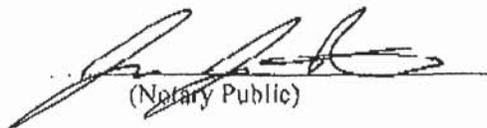
10. To date, I have still not received a refund.



Nedra Godbold

Sworn to and subscribed before me

this the 2 day of AUGUST, 2013.


(Notary Public)

JASON J PETRI
Notary Public
Wake Co., North Carolina
My Commission Expires May 24, 2017

My commission expires: MAY 24, 2017