This is Exhibit "B" to the

Affidavit of James Torchia

Sworn to this 4 th day of June, 2009

John J. Keenan

A Commissioner for Taking Affidavits, etc.

John J. Keenan

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN

UNIVERSAL SETTLEMENTS INTERNATIONAL, INC., a Canadian corporation,

Plaintiffs,

vs.

NATIONAL VIATICAL, INC., JAMES TORCHIA and MARC A. CELELLO,

Defendants.

_______________________________________/

Civil Action No. 1:07-cv-01243

Hon. Robert Holmes Bell
Magistrate Judge Ellen S. Carmody

FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Universal Settlements International, Inc. ("USI"), by its counsel, Pepper Hamilton LLP, for its First Amended Complaint against Defendants, states as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, USI, is a corporation organized and existing under the laws of the Province of Ontario, Canada. Its principal place of business is in Burlington, Ontario, Canada. USI's current President is Jeffrey Panos ("Panos"). He became President of USI in January 2007. USI's current secretary is Christopher Halas ("Halas"). He became Secretary of USI in January 2007.

2. Defendant National Viatical, Inc. ("NVI"), is a corporation organized and existing under the laws of the State of Georgia. Its principal place of business is at 9940 Highway 92, Woodstock, Georgia 30188.

3. Defendant James Torchia ("Torchia") is an individual who is a citizen and resident of the State of Georgia. At all times pertinent hereto, Torchia was the chief executive officer and president of NVI.

4. Defendant Marc A. Celello ("Celello") is an individual who is a citizen and resident of Georgia. Celello is a lawyer licensed to practice law in Georgia. He maintains an office at 1170 Peachtree Street, NE, Suite 275, Atlanta, Georgia 30309. At all pertinent times, NVI was his client. At certain times, he acted as USI's attorney.

5. Antonio "Tony" Duscio ("Duscio") is an individual who is not a party to this action. He is a Canadian citizen. He resides at 6671 Concession 1, Puslinch Township, Ontario, Canada. He is the former president, and a former indirect shareholder, of USI. USI is asserting claims against Duscio in a private arbitration in Ontario, Canada.

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332(a)(1) because the matter in controversy exceeds the sum or value of $75,000.00, exclusive of interest and costs, and is between USI, a citizen of a foreign country, and citizens of Georgia.

7. All Defendants are subject to personal jurisdiction in this District. Defendant Celello has appeared in this Court as an attorney for USI in the Trade Partners Receivership Case (as defined in paragraph 9 below). Defendant NVI entered into a contract with the Receiver appointed by this Court in the Trade Partners Receivership Case pending in this Court. Defendant Torchia has voluntarily appeared in this Court as a witness for the Receiver at the hearings on the Receiver's Sale Motion (as defined in paragraph 22, below) in the Trade Partners Receivership Case concerning the sale of insurance policies by the Trade Partners Receiver to USI. All Defendants have sufficient contacts with this District so that

assertion of jurisdiction over them does not offend traditional notions of fair play and substantial justice.

8. Venue is appropriate in this Court under 28 U.S.C. §1391 because a substantial part of the events or omissions giving rise to the claims stated herein occurred in this District, all Defendants are subject to the personal jurisdiction of the Court in this District, and this action is related to the Trade Partners Receivership case.

FACTS

9. On April 8, 2003, a civil action (the "Trade Partners Receivership Case") was commenced in this Court by the filing of a Complaint bearing the caption *Michael J. Quilling, Receiver for Advanced Financial Services, Inc. v. Trade Partners, Inc., Macatawa Bank Corporation, successor by merger to Grand Bank, Thomas J. Smith and Christine M. Zmudka* (the "Trade Partners Complaint"). It was assigned Case No. 1:03cv0236. This action is still pending in this Court.

10. In the Trade Partners Complaint, it was alleged that Trade Partners, Inc., its subsidiaries, affiliates, related entities ("TPI") and its owners had engaged in, among other things, securities fraud. TPI had been, and was at the time, engaged in the viatical or life settlement industry. The Trade Partners Complaint requested the appointment of a Receiver. Pursuant to an Order dated April 15, 2003, and a subsequent Order dated July 21, 2003, this Court appointed Bruce Kramer as Receiver for TPI ("Receiver") and charged him with the duties and obligations to hold, manage and dispose of TPI's assets (the "Receivership").

11. Among the assets of the Receivership were approximately 850 life insurance policies (the "Portfolio" or the "Policies") which TPI had acquired from various insured individuals. The Policies had face death benefits aggregating in excess of $160 million.

The Policies had been acquired by TPI in the course of its operations in the "viatical" or "life settlement" industry.

12. In April 2003, or shortly thereafter, the Receiver hired NVI to assist the Receiver in managing the Policies.

13. In 2004, the Receiver determined that it was in the best interest of TPI, its investors and creditors to sell the Policies. He attempted to market and sell the Policies. NVI assisted in the marketing effort.

14. In 2004, the Receiver entered into negotiations with USI regarding selling the Policies to USI. Torchia acted as NVI's agent and NVI acted as Receiver's agent in the negotiations with Duscio, who was the agent for USI in the negotiations. Before these negotiations began, Torchia and Duscio knew each other because USI and NVI had engaged in other transactions.

15. During these negotiations, on information and belief, Torchia suggested to Duscio that Celello be used as an agent for the transfer of money from USI to Receiver, assuming that USI entered into an agreement with the Receiver.

16. At the time the negotiations between Torchia and Duscio occurred, Celello was NVI's attorney.

17. On or about January 13, 2005, USI entered into an Escrow Agreement (the "Escrow Agreement") with Celello. The Escrow Agreement was drafted by Celello. Pursuant to the Escrow Agreement, USI was to send $5,015,000 by wire transfer to Celello as Escrow Agent. Celello was to send $5,000,000 to the Receiver as a "deposit" toward the Purchase Price of the Policies and retain $15,000 as a fee.

18. On January 13, 2005, USI wired the sum of $5,015,000.00 to Celello's Client Trust Account.

19. On or about January 14, 2005, Receiver and USI entered into a Purchase and Sale Agreement (the "Sale Agreement") under which USI would purchase the Policies from the Receiver. The Sale Agreement provides, in pertinent part, as follows:

a) "The Purchase Price is payable to Seller at Closing by wire transfer of immediate funds in United States dollars. The Purchase Price will be placed in escrow in a mutually agreed depository under the joint control of Marc Celello, Purchaser's agent, and Bruce S. Kramer, Receiver, pursuant to a separate escrow agreement. (Joint Escrow Account). The Joint Escrow Agents (Kramer and Celello or their successors) shall release and pay the Receiver the proportionate Purchase Price for the Policy (i.e., 26.58% of the death benefit) as and when the insurance companies record the change of owner (COO) on their records." Sale Agreement, Section 2.1.

b) "Upon mutual execution of this Agreement, Purchaser shall remit to the Receiver the sum of FIVE MILLION DOLLARS (U.S.$5,000,0000.00), representing a deposit (the "Deposit") which shall be held by the Receiver in escrow in an interest bearing trust account pending the closing. The Receiver will use the Deposit to pay premiums until the policies are transferred to the Purchaser. Any death benefits on any policy occurring after receipt of the Deposit shall be held in escrow for the benefit of Purchaser pending approving of and consummation of the Agreement by the Court." Sale Agreement, Section 2.2.

c) "Upon Closing, Purchaser assumes all obligations for premiums and to transact the business of the policies and will indemnify and hold Seller harmless from any claim or demand therefore." Sale Agreement, Section 3.1(a)(viii).

20. The Purchase Price for the Policies is stated in the Sale Agreement to be approximately $43 million, and more accurately, was 26.58% of the total death benefits of the Policies (the "Purchase Price").

21. On January 14, 2005, Celello sent the $5,000,000 he had received from USI to the Receiver. This was the "Deposit" required by paragraph 2.2 of the Sale Agreement. Celello retained $15,000.00 as his fee.

22. On January 19, 2005, Receiver filed in this Court a Motion to Approve Sale Procedures and to Authorize Sale of Policies Free and Clear of Interests and Brief in Support ("Receiver's Sale Motion"). In this Motion, Receiver sought permission to sell the Policies to USI.

23. Several creditors and investors of TPI filed objections and responses to the Receiver's Sale Motion.

24. On February 17, 2005, USI wired $33,500,000.00 to Celello's Client Trust Account to hold in trust for USI's benefit. These funds were earmarked by USI to be used to pay the Purchase Price. These funds were to be released to the Receiver as a Policy was transferred to USI as indicated by the insurance company's recordation of a change of ownership of a Policy, if the Court approved the sale of the Policies to USI.

25. On February 24, 2005, this Court, United States Magistrate Judge Ellen S. Carmody presiding, commenced an evidentiary hearing on the Receiver's Sale Motion. The hearing continued on February 25, March 10, and April 14, 2005. Several witnesses gave testimony, including Duscio, then president of USI, and Torchia, President and CEO of NVI. Both Duscio and Torchia testified that the viatical or life settlement industry is small, that the number of legitimate players capable of purchasing the Policies is even smaller, and that it was

well known within the viatical or life settlement industry that the Policies were for sale. They further testified that advertisements of the Portfolio in newspapers and periodicals would have been a waste of money and that, in their opinion, the Receiver had done all that he could and all that was necessary to market the Policies.

26. During the hearing on the Sale Motion, the Receiver, as Seller and the moving party, introduced into evidence an exhibit marked as Exhibit 24, entitled "Summary of How Escrow Releases Work." It showed the following:

SUMMARY OF HOW ESCROW RELEASES WORK

Total Number of Policies	828
Total Death Benefit of Policies	$160,341,121.00
Total Purchase Price	$42,618,669.96
Total Deposit	$43,000,000.00
Release Percentage	26.58%

Escrow Release Trigger – Change of Ownership on Insurance Company Records

Example:

$1,000,000.00 death benefit of policy

$265,800.00 amount to be released upon change of ownership

27. During the hearing on Receiver's Sale Motion, Duscio also testified that the Purchase Price for the Policies of approximately $43 million was provided to USI, in part, by funding from VCH Investment Group AG ("VCH"); that it was USI's intent to manage the Policies once the purchase was closed; that the Purchase Price was to be put into escrow; that there were no unstated or unwritten agreements between Receiver and USI; that USI had no side

agreements to share any benefits of the Policies with anyone but VCH, and that NVI, through Torchia, had not been promised anything if USI acquired the Policies.

28. In response to questions from Mr. Quilling, attorney for the Receiver, Torchia testified that NVI had been paid for what it had done for the Receiver through the date of payment. The amount of the payment to NVI was $180,000. Torchia testified as follows:

> Q: And so right now as things stand, if the deal for Mr. Duscio goes through, you don't get any monetary gain in it; is that –
>
> A: No.
>
> Q: You have no financial arrangement with Mr. Duscio to receive money if the sale goes through?
>
> A: No.
>
> Q: You're not going to be managing the portfolio for him?
>
> A: At this point, no. I would like to but probably not.
>
> Q: He's testified he's in the same business, right?
>
> A: Yes.
>
> Q: So, you have this, in the colloquial, you have no dog in this hunt?
>
> A: No dog in the hunt.
>
> Q: Are you willing to continue managing the portfolio for the Receiver?
>
> A: Yes.
>
> Q: What would you charge the Receivership to do that?
>
> A: Around $20-$25 per policy.
>
> Q: Per policy per year?
>
> A: Per month.

Receiver's Sale Motion Tr., March 10, 2005, p. 13, lines 6-25.

29. On May 25, 2005, United States Magistrate Judge Ellen S. Carmody issued a Report and Recommendation in which she approved the sale of the Policies to USI and recommended that the Receiver's Sale Motion be granted.

30. On June 13, 2005, USI wire transferred an additional $4,500,000 to Celello's Trust Account earmarked by USI to pay a portion of the Purchase Price for the Policies.

31. On July 19, 2005, this Court, by United States District Judge Robert Holmes Bell, issued an Order Approving Report and Recommendation in which Magistrate Judge Ellen S. Carmody's Report and Recommendation was approved and Receiver's Sale Motion was granted (the "Sale Order").

32. Thereafter, the issuing insurance companies began to record changes of ownership of certain of the Policies, Receiver began to transfer the Policies to USI and Celello began to transfer USI's funds to Receiver as payment of the Purchase Price or to reimburse Receiver for premiums on the Policies.

33. On December 13, 2005, USI wire transferred an additional $2,000,000 to Celello's Trust Account earmarked by USI to be used to pay a portion of the Purchase Price for the Portfolio. This brought the total sent by USI to Celello to pay the Purchase Price to $45,015,000.00.

34. Unbeknownst to current management of USI, on December 13, 2005, Celello took $5,000,000 of the earmarked money USI had wired to him for the purpose of paying the Purchase Price for the Policies and transferred it, on information and belief, to NVI, Torchia and to himself.

35. The Joint Escrow Account required by the Sale Agreement, at Section 2.1 thereof, was never established. On December 13, 2005, Celello, Torchia and Duscio all knew that the Joint Escrow Account, required by the Sale Agreement, had not been established.

36. Between January 13, 2005 and December 13, 2005, USI transferred $45,015,000.00 to Celello's Client Trust Account. This sum was to be used to pay a fee of $15,000 to Celello, to pay the Purchase Price for Policies transferred by the Receiver to USI pursuant to the Sale Agreement, and to reimburse the Receiver for premiums on the Policies.

DATE OF TRANSFER	AMOUNT
January 14, 2005	US $5,015,000.00
February 17, 2005	US $8,500,000.00
February 17, 2005	US $25,000,000.00
June 16, 2005	US $4,500,000.00
December 13, 2005	US $2,000,000.00
	US $45,015,000.00

37. Additionally, between July 19, 2005 and January 30, 2006, sums due from insurance companies on maturity of a Policy ("Maturities") were deposited into Celello's Client Trust Account in the approximate amount of $2,518,451.52. This sum was transferred by the Receiver to Celello for USI's benefit. The money sent by USI, $45,015,000.00, plus the Maturities transferred by the Receiver, $2,518,451.52, plus interest earned of $973,315.63, totaled $48,506,767.15.

38. The money USI sent to Celello, plus interest earned, plus the Maturities totaling $48,506,767.15, was disbursed by Celello as follows:

To Receiver for Policy Sales:	$ 34,663,852.26
Bank's Fees:	2,161.45
Celello's Fees:	161,153.00
Policy Premiums:	5,598,183.96
Maturities paid to VCH:	2,160,257.00
	$ 42,585,607.69

39. As of April 30, 2007, there remained in Celello's Client Trust Account the sum of $921,159.46. In June 2007, Celello transferred this $921,159.46, less additional bank fees, to an escrow agent selected by Receiver and USI. Thus, only $43,506.767.15 has been properly accounted for and $5,000,000 has not been properly accounted for.

40. In November 2006, the current officers and shareholders of USI discovered, among other things, that Duscio had misappropriated USI's assets. As a result of discussions and agreements among Panos, Halas and Duscio, Halas and Panos, or their corporate designees, acquired all of the stock of USI held by Duscio or his corporate designee. Panos and Halas hired Canadian counsel to advise them with respect to their claims and USI's claims against Duscio. An action was commenced in a court of competent jurisdiction in Ontario, Canada. USI, Panos and Halas commenced a private arbitration against Duscio in Ontario, Canada, where they are asserting claims against Duscio. By January 25, 2007, Duscio was no longer an officer, director or shareholder of USI. Panos and Halas, or their corporate designees, previously equal shareholders with Duscio, became the sole shareholders of USI.

41. In January 2007, Panos and Halas continued their investigation of Duscio and his activities. Through their Canadian counsel, M. Jeffrey Dermer of Borden Ladner Gervais of Toronto, Ontario, Canada, there were communications with Celello and Torchia concerning accounting for the funds USI had sent to Celello to pay the Purchase Price.

42. During the period of late January 2007 through early March 2007, on information and belief, Receiver became concerned that Celello did not have sufficient funds on hand to pay for policies when the insurance companies changed ownership on their records to reflect the sale of a policy by the Receiver to USI.

43. USI engaged counsel in the United States to assist and advise USI concerning potential disputes between USI, the Receiver, Celello and NVI.

44. In late February or early March 2007, USI's Canadian counsel had communications with Celello concerning the unaccounted for $5,000,000.00 from the money sent by USI to Celello.

45. On March 7, 2007, Celello advised USI's Canadian counsel that on December 13, 2005, he had transferred $5,000,000.00 of the money USI had earmarked for the Purchase Price of the Policies to or for the benefit of NVI pursuant to an agreement purportedly made between USI and NVI on July 26, 2005.

46. On March 7, 2007, USI received from Celello a copy of a document entitled "Agreement By and Between Universal Settlements International, Inc. and National Viatical, Inc." purporting to be a policy management agreement, and purporting to have been made on July 26, 2005, between USI and NVI (the "USI/NVI Agreement").

47. Until March 7, 2007, Panos, the current President of USI, and Halas, the current Secretary of USI, had no knowledge of the purported USI/NVI Agreement. They did not authorize the transfer of $5,000,000 of USI's funds from Celello's Trust Account to NVI or to anyone.

48. The purported USI/NVI Agreement states that USI promised to pay NVI $5,000,000. The consideration stated, and allegedly to be provided by NVI to USI, was

continued management of the Portfolio, the same services NVI had allegedly been performing for the Receiver and for which NVI had been paid $180,000 for two years of work. The purported USI/NVI Agreement does not contain a term of months or years.

49. Since July 26, 2005, on information and belief, NVI has not provided any services to USI and has not managed the Policies transferred by Receiver to USI after such Policies were transferred.

50. Celello drafted the USI/NVI Agreement.

51. The USI/NVI Agreement is a fraudulent sham by which NVI, Torchia, Celello and Duscio are unlawfully receiving a direct or indirect benefit from USI for no consideration or inadequate consideration. It was created to justify the theft of $5,000,000 by Duscio, Celello, NVI and Torchia from USI.

COUNT I
CONVERSION

52. USI adopts and incorporates into this Count all prior allegations in this Complaint.

53. Celello, Torchia and NVI wrongfully converted $5,000,000.00 of the money earmarked by USI for payment of the Purchase Price for USI's purchase of the Policies.

54. Celello, Torchia and NVI, aided and abetted by Duscio, wrongfully took dominion and control over the property of USI and have deprived USI of that property.

55. Celello, Torchia and NVI have converted USI's property to their own use and for their own benefit.

56. The actions of Celello and NVI have caused damages to USI of at least $5,000,000, plus interest on that sum from and after December 13, 2005.

COUNT II
RESCISSION OR VOIDING OF AGREEMENT

57. USI adopts and incorporates into this Count all prior allegations in this Complaint.

58. The purported USI/NVI Agreement was created by Duscio, Torchia and Celello as part of their plan to loot USI and obtain $5,000,000 for their personal benefit and for NVI's benefit.

59. Celello was not authorized by USI or the Court to transfer the money earmarked for the Purchase Price to anyone but the Receiver. Contrary to the Purchase and Sale Agreement, $5,000,000 was wrongfully taken.

60. Duscio was not authorized to enter into the purported USI/NVI Agreement.

61. The consideration to be provided by NVI for the $5,000,000 payment was non-existent. NVI has never managed the Policies for anyone other than the Receiver.

62. The purported USI/NVI Agreement between USI and NVI is void or voidable because it does not state any term of years or months for which services will be performed.

63. The purported USI/NVI Agreement was procured by the fraud and deception of NVI, Torchia, Duscio and Celello on USI. Alternatively, the USI/NVI Agreement was procured as part of the conspiracy among Torchia, Duscio and Celello to loot $5,000,000 from USI. Alternatively, the USI/NVI Agreement was procured because of mutual mistakes of fact on the part of USI and NVI. Alternatively, it was procured by the breach of fiduciary duties owed by Duscio and Celello to USI.

64. While the $5,000,000 consideration stated in the USI/NVI Agreement has been transferred to NVI, NVI has not performed the services stated in the USI/NVI Agreement. Accordingly, consideration flowing from NVI to USI has failed.

65. Because the USI/NVI Agreement was procured by the wrongful conduct of the Defendants, USI is entitled to rescind the USI/NVI Agreement.

66. Rescission of the USI/NVI Agreement is appropriate under the circumstances as stated in this Complaint. Rescission would return NVI and USI to the status quo that existed before the USI/NVI Agreement was executed. Returning USI to the status quo would require that NVI, Torchia, Celello and any others who received any portion of the $5,000,000 wrongfully taken from Celello's escrow account, return the money to USI.

67. The purported USI/NVI Agreement should be determined to be void or voidable, or it should be rescinded, and any payment made to NVI pursuant thereto returned to USI.

COUNT III
INTENTIONAL INTERFERENCE WITH CONTRACT

68. USI adopts and incorporates into this Count all prior allegations in this Complaint.

69. The Sale Agreement between Receiver and USI constitutes a valid contract between them.

70. Defendants NVI, Torchia and Celello had actual knowledge of the Sale Agreement.

71. By their conduct, NVI, Torchia and Celello intentionally and improperly interfered with the contract by interfering with USI's ability to perform the Purchase and Sale Agreement and pay the Purchase Price stated therein.

72. As a direct and proximate result of the wrongful conduct of NVI, Torchia and Celello, USI has suffered substantial economic injury, loss of good will, harm to business reputation, loss of esteem and standing in the community, and loss of business opportunities. Additionally, USI has suffered money damages in an amount in excess of $5,000,000.

COUNT IV
CIVIL CONSPIRACY

73. USI adopts and incorporates into this Count all prior allegations in this Complaint.

74. By their concerted action, Defendants NVI, Torchia and Celello, along with Duscio, combined to accomplish an unlawful purpose. The purpose was to take for their own use and benefit USI's funds earmarked for payment of the Purchase Price to the Receiver for the Policies.

75. On information and belief, Torchia, acting for himself and NVI, Celello, acting for himself, and Duscio, then president of USI, but acting for himself, formed a plan to steal USI's funds for their own benefit.

76. Not only did Torchia, on his own behalf and for NVI, Celello and Duscio reach such an agreement, they acted upon it, causing $5,000,000 to be transferred from Celello's Trust Account for the benefit of Torchia, NVI, Celello and Duscio.

77. The conspiracy among Defendants and co-conspirator Duscio was to convert property of USI to their own benefit and to aid and abet Duscio in Duscio's breaches of fiduciary duties he owed to USI.

78. The conspiracy among Defendants and their co-conspirators, and Defendants and the co-conspirators' actions, have damaged USI in an amount in excess of $5,000,000.

COUNT V
BREACH OF FIDUCIARY DUTY

79. USI adopts and incorporates into this Count all prior allegations in this Complaint.

80. Celello had fiduciary duties to USI as Celello was acting as an escrow agent or as an attorney for USI. Celello's duties are stated in the Georgia Rules of Professional Conduct.

81. Celello breached his fiduciary duties to USI.

82. Celello violated the Georgia Rules of Professional Conduct ("GRPC"), Rule 1.7, when he acted as USI's Escrow Agent and lawyer in January 2005, while acting as an agent for USI between January 17, 2005 and June 2007, and while acting as NVI's lawyer. NVI was the agent for the seller, the Receiver, in the negotiations for the Sale Agreement and USI was the purchaser. Celello thus represented both sides of the transaction. Celello did not provide reasonable or adequate information to USI and failed to make full disclosure to USI of his relationship with NVI.

83. Celello also violated GRPC 1.15 when he took USI's money from his trust account and then failed to make full disclosure of how and to whom the money was transferred.

84. Celello also breached common law duties owed by him to USI. He failed to use reasonable skill, care, discretion and judgment in drafting the Escrow Agreement and the USI/NVI Agreement. He breached a duty of loyalty to USI by failing to provide complete disclosure in January 2005, and thereafter, of his relationship with NVI and Torchia. He failed to use reasonable skill, care, discretion and judgment when he took $5,000,000.00 from his trust account and transferred that sum to NVI and perhaps others.

85. Celello's violations of his fiduciary duties caused USI damages of at least $5,000,000.00 plus interest.

COUNT VI
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY

86. USI adopts and incorporates into this Count all prior allegations in this Complaint.

87. Duscio owed fiduciary duties to USI by reason of his position as an officer of USI. Duscio violated his fiduciary duties to USI by joining with Torchia, NVI and Celello in taking $5,000,000.00 of USI's money from Celello's Client Trust Account.

88. NVI, Torchia and Celello joined Duscio in Duscio's violation of Duscio's fiduciary duties to USI. NVI, Torchia and Duscio aided and abetted Celello's breaches of fiduciary duty.

89. Torchia, NVI and Celello participated in an enterprise designed to assist Duscio in the violation of Duscio's fiduciary duties.

90. Torchia, NVI and Celello aided and abetted Duscio's breach of fiduciary duty.

91. By reason of the conduct of Torchia, NVI and Celello in aiding and abetting Duscio's breach of fiduciary duties owed to USI, USI has been damaged in an amount exceeding $5,000,000.

COUNT VII
AIDING AND ABETTING CORPORATE WASTE

92. USI adopts and incorporates into this Count all prior allegations in this Complaint.

93. The purported USI/NVI Agreement constitutes corporate waste.

94. Torchia, NVI and Celello aided and abetted Duscio in wasting the assets of USI.

95. The conduct of Torchia, NVI and Celello in aiding and abetting Duscio's waste of the corporate assets of USI caused damage to USI in an amount exceeding $5,000,000.

COUNT VIII
PROMISSORY ESTOPPEL

96. USI adopts and incorporates into this Count all prior allegations in this Complaint.

97. Celello expressly or impliedly made a promise to USI that Celello would use the money sent to him by USI, earmarked for payment of the Purchase Price of the Policies, to pay to the Receiver for the Purchase Price of the Policies.

98. Celello reasonably should have expected his express or implied promise to cause USI to act in a definite and substantial manner, that being to transfer money for the Purchase Price to him for payment to the Receiver.

99. USI in fact relied on Cellelo's express or implied promise by transferring its funds to Celello, earmarked to pay the Purchase Price.

100. Celello's promise to use USI's money to pay the Purchase Price must be enforced to avoid injustice.

COUNT IX
NEGLIGENCE

101. USI adopts and incorporates into this Count all prior allegations in this Complaint.

102. The Sale Agreement provides that the Purchase Price for the Policies was to be placed in escrow in a mutually agreed depository under the joint control of Marc Celello, USI's agent, and the TPI Receiver pursuant to a separate escrow agreement.

103. Celello, as USI's attorney, had a duty to USI to act as a reasonably prudent attorney under the same or similar circumstances.

104. Celello breached his duty to USI by failing to create a mutually agreed depository under joint control of himself and the Receiver.

105. Celello's breach of his duty to create a joint escrow agreement injured and damaged USI.

106. USI has been damaged by the amount of at least $5 million due to Celello's failure to create and enforce a joint escrow arrangement between himself and Receiver.

107. Celello's negligence was a direct and proximate cause of USI's damages.

108. Had USI's money been put into a joint escrow account under joint control of the Receiver and Celello, Celello would not have been able to take $5 million from that account to pay to NVI, Torchia and himself.

COUNT X
STATUTORY CONVERSION

109. USI adopts and incorporates into this Count all prior allegations in this Complaint.

110. USI has been damaged as a result of the theft or embezzlement by Celello, NVI, Torchia and Duscio of USI's money earmarked for payment of the Purchase Price of the Policies.

111. Celello, Torchia and Duscio all knew that the $5 million taken from USI was stolen property.

112. MCL 600.2919a provides that USI may recover three times the amount of its actual damages sustained, plus costs and attorney fees, by reason of Celello, Torchia, NVI and Duscio stealing or embezzling its property to their own use.

113. USI has been damaged in the amount of $5 million which, when trebled, is $15 million.

COUNT XI
FRAUD

114. USI adopts and incorporates into this Count all prior allegations in this Complaint.

115. By accepting USI's money, earmarked for payment of the Purchase Price to the Receiver, into his Trust Account, Celello represented that he would transfer USI's money only to the Receiver.

116. This was a material, false representation or, alternatively, a promise that Celello did not intend to keep. Celello, Torchia and Duscio knew it was false.

117. USI reasonably relied on Celello's representation or promise.

118. Because Celello's representation, or his promise, was false, USI was damaged.

119. NVI and Torchia aided and abetted Celello's fraud on USI.

120. The scheme by NVI, Torchia, Duscio and Celello to take $5,000,000 of USI's money earmarked to pay the Purchase Price was a scheme to defraud USI. Their actions violated at least 18 U.S.C. §1341.

WHEREFORE, USI respectfully requests the following relief:

1. That the Court issue a Preliminary Injunction restraining and enjoining Defendants and those acting in concert with them who receive actual notice as follows:

a) Marc Celello, from making any further transfers of funds of any money transferred to him by USI; and

b) National Viatical, Inc., from transferring any sum to James Torchia, Antonio Duscio, Marc Celello, and from transferring any property exceeding the value of $1,000.00 to any third party, except insurance policy premiums to insurance companies or to pay valid debts of NVI, and further restraining and enjoining NVI from making any transaction outside the ordinary course of business; and

c) James Torchia, from transferring any property exceeding the value of $1,000.00 per month to any third party, without Court approval; or

d) Requiring Celello, Torchia and NVI to deposit $5,000,000, plus interest from December 13, 2005, to the present, into the registry of the Court until further order of the Court; or

e) Requiring Defendants to post a bond for $6,250,000 or deposit that sum into the registry of this Court to fund any judgment against them.

2. Alternatively, Plaintiff requests that a constructive trust be imposed on the $5,000,000 that was fraudulently and wrongfully taken by or for the benefit of Defendants. Specifically, Plaintiff requests that constructive trusts be imposed on the $3,720,000 beneficially received and/or retained by NVI from the June 2005 transfer, on the $1,000,000 beneficially received by NVI that NVI then transferred to Duscio in December 2005, on the $280,000 Celello took and transferred to other accounts from the June 2005 transfer, and also on any payment or dividend payable to NVI as an unsecured creditor from Duscio's bankruptcy estate.

3. Further, Plaintiff respectfully requests a money judgment against NVI, Torchia and Celello, jointly and severally, in the sum of $5,000,000.00 plus interest from and after December 13, 2005, or in such other and further amount as is proved at trial, plus treble damages under MCL 600.2919a, or punitive damages under Georgia law and exemplary

damages under Michigan law in the amount of $15 million, or in such other and different amount as the trier of fact deems appropriate, plus all costs of this proceeding, including actual attorney fees, and interest as provided by federal law.

4. Alternatively, Plaintiff requests a judgment avoiding the transfer of $5,000,000 by Celello to himself, NVI and Torchia, and allowing recovery of that sum, plus interest, from them.

5. Alternatively, Plaintiff requests that the USI/NVI Agreement be rescinded and that USI be returned to the status quo prior to the date of the USI/NVI Agreement.

6. Further, Plaintiff prays that the Court order the Defendants, after judgment is entered against them, to promptly pay all damages awarded to Plaintiff in this action.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of all issues in this case.

Respectfully submitted,

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DATED: