

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 01 2011

ALAN CARLSON, Clerk of the Court

A. Rincon
BY A. RINCON

v

1 John Crawford
2 356 BEECHCROFT RD #3
3 SPRING HILL, TN 37174
4 310-890-6129

5 IN PRO PER

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

7 **FOR THE COUNTY OF ORANGE COUNTY**

8 **CENTRAL JUSTICE CENTER, SANTA ANA COURTHOUSE**

9 **30-2011**

10 **00462629**

11 **JOHN CRAWFORD,**

12 Case No.: _____

13 **Plaintiff,**

14 **COMPLAINT FOR**

15 **vs.**

16 **(1) BREACH OF CONTRACT**

17 **GARY GIROLAMO, an individual**
18 **;D.B.A. ATTORNEY PROCESSING**
19 **CENTER,LLC;**

20 **(2) BREACH OF ORAL**

21 **CHRIS FOX, an individual; D.B.A.**
22 **ATTORNEY PROCESSING**
23 **CENTER, LLC; MATTHEW K.**

24 **CONTRACT**

25 **DAVIS, an individual, D.B.A.**

26 **(3) EMBEZZLEMENT**

27 **NATIONAL CONSUMER LAW**
28 **GROUP,LLC; PHILIP KRAMER,**
an individual, D.B.A. **KRAMER**

29 **(4) NEGLIGENCE**

30 **AND KASLOW, A.P.C.;**

31 **(5) FOR ACCOUNTING**

32 **DOES I THROUGH 50 INCLUSIVE**

33 **(UNLIMITED CIVIL CASE)**

34 **JUDGE GREGORY MUNOZ**

35 **Trial Date: _____ DEPT. C13**

36 **Time: _____**

37 **Defendants.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RECITALS

1. At all times herein complained of, Plaintiff, JOHN CRAWFORD, was a resident of the County of Lo Angeles, State of California,
2. Plaintiff is ignorant of the true names and capacities of defendants sued as DOES 1 – 50 inclusive, and therefore sues these defendants by such fictitious names, Plaintiff will amend this COMPLAINT to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on such information and belief, alleges that Defendants GARY GIROLAMO, an individual ;D.B.A. ATTORNEY PROCESSING CENTER,LLC; CHRIS FOX, an individual; D.B.A. ATTORNEY PROCESSING CENTER, LLC; MATTHEW K. DAVIS, an individual, D.B.A. NATIONAL CONSUMER LAW GROUP,LLC; PHILIP KRAMER, an individual, D.B.A. KRAMER AND KASLOW, A.P.C.; AND DOES 1 – 50 are corporations, partnerships, L.L.C.'s, A.P.C's or associations organized and existing under the laws of the State of California, and authorized to, and doing business in the City of Irvine, County of Orange, State of California
3. At all times herein mentioned, Defendants, and each of them, were the agents, servants, employees, joint venture's, independent contractors or other legal existing relationships of each other, and of their said Co-Defendants, and were acting within the course, scope and purpose of their employment, agency, joint venture or other legal relationship.

FIRST CAUSE OF ACTION

(For Breach of Contract Against All Defendants)

4. Plaintiff, JOHN CRAWFORD, re-alleges and incorporates by reference herein the allegations of paragraphs 1 through 3 of the Recitals as though set forth in full herein.
5. On or about 08/09/2010, in the City of Irvine, County of Orange State of California, Plaintiff and defendant entered into a written agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof. By the terms of said written agreement, Defendants were to pay Plaintiff a commission for sales, provide accounting services, and collect payments for Plaintiff and pay his affiliates the money they were owed and withhold any money that affiliates owed Plaintiff.
6. The consideration set forth in the agreement was fair and reasonable.

- 1 7. Plaintiff has performed all conditions, covenants, and promises required
2 by him on his part to be performed in accordance with the terms and
3 conditions of the contract.
- 4 8. On or about 08/10/ 2010 the defendants breached the said agreement by
5 not keeping proper accounting, not providing the accounting
6 information to Plaintiff, not paying the proper amounts to Plaintiff and
7 affiliates, not collecting payments, not withholding advance payments,
8 embezzled funds meant for Plaintiff and affiliates and performed
9 services negligently causing clients to request money back and thereby
10 caused Plaintiff financial harm.
- 11 9. By reason of Defendants breach of said contract as herein alleged, the
12 plaintiff has suffered damages in the sum of \$300,000.00.
- 13 10. By the terms of said written agreement, the Plaintiff is entitled to
14 recover reasonable attorney fees incurred in the enforcement of the
15 provisions of the agreement.

16
17
18
19
20
21
22
23
24
25
26
27
28

SECOND CAUSE OF ACTION

(For Breach of Oral Contract Against All Defendants)

11. Plaintiff, JOHN CRAWFORD, re-alleges and incorporates by reference herein the allegations of paragraphs 1 through 3 of the Recitals as though set forth in full herein.
12. On or about 08/09/2010, and continuing until the present, in the City of Irvine, County of Orange State of California, Plaintiff and defendant entered into various oral agreements, which were memorialized in writing by email, a copy of which is attached hereto as Exhibit "B" and made a part hereof. By the terms of said oral agreements, Defendants were to pay Plaintiff a commission for sales, provide accounting services, and collect payments for Plaintiff and pay his affiliates the money they were owed and withhold any money that affiliates owed Plaintiff.
13. The consideration set forth in the agreement was fair and reasonable.
14. Plaintiff has performed all conditions, covenants, and promises required by him on his part to be performed in accordance with the terms and conditions of the contract.
15. On or about 08/10/2010 the defendants breached the said agreement by not keeping proper accounting, not providing the accounting

1 information to Plaintiff, not paying the proper amounts to Plaintiff and
2 affiliates, not collecting payments, not withholding advance payments,
3 embezzled funds meant for Plaintiff and affiliates and performed
4 services negligently causing clients to request money back and thereby
caused Plaintiff financial harm.

5 16. By reason of Defendants breach of said contract as herein alleged, the
6 Plaintiff has suffered damages in the sum of \$300,000.00.

7 **THIRD CAUSE OF ACTION**

8 **(For CONVERSION-BY MANUEL TAKING-BY EMPLOYER AGAINST**
9 **BOOKKEEPER/TRUST FUND HOLDER – EMBEZZLEMENT Against All**
10 **Defendants)**

11 17. Plaintiff, JOHN CRAWFORD, re-alleges and incorporates by reference
12 herein the allegations of paragraphs 1 through 3 of the Recitals as
though set forth in full herein.

13 18. On or about 08/09/2010, and continuing until the present, in the City of
14 Irvine, County of Orange State of California, Plaintiff and Defendants
15 entered into various oral and written agreements in which Plaintiff
16 employed Defendants to collect money owed by clients to put in the
17 client trust accounts of Defendants Matthew K. Davis and Philip
18 Kramer. During the course of Defendants employment, Defendants, as
19 bookkeepers and Client Trust Account holders, were solely and
completely in charge of keeping the books and business records of
Plaintiff's affiliates, and Plaintiff employed no other persons for that
purpose.

20 19. During the period of their employment, Defendants, by means of false
21 and fraudulent alteration and writing of checks drawn on the client
22 trust accounts of Defendants Matthew K. Davis and Philip Kramer, and
23 by means of false, fraudulent, and deceptive entries in the check
24 register, the journal, and other business records, misappropriated and
25 converted to their personal use and possession, without Plaintiff's
knowledge or consent, an unknown amount of money which belonged to
Plaintiff and his affiliates.

26 20. Because Defendants would not allow Plaintiff to see the records during
27 said employment, Plaintiff is unaware of the exact amount that has been
28 misappropriated.

FOURTH CAUSE OF ACTION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(For NEGLIGENCE Against All Defendants)

21. Plaintiff, JOHN CRAWFORD, re-alleges and incorporates by reference herein the allegations of paragraphs 1 through 3 of the Recitals as though set forth in full herein.
22. Defendants entered into contracts, both oral and written, as set forth above in the FIRST AND SECOND causes of actions and incorporated by reference herein as though set forth in full herein.
23. Said contracts were handled with negligence by not taking care of client's needs, not responding to telephone calls or emails of clients, not taking appropriate steps to protect clients from losing their homes in foreclosure and not taking necessary steps to collect payments due.
24. Defendants were solely responsible to take care of the client's needs.
25. Said negligence caused clients to demand refunds and caused loss of business.
26. Said negligence caused money not to be collected which could have been collected and paid to affiliates.
27. Because Defendants would not allow Plaintiff to see the records during said employment, Plaintiff is unaware of the exact amount that has been lost.

FIFTH CAUSE OF ACTION

(For ACCOUNTING Against All Defendants)

28. Plaintiff, JOHN CRAWFORD, re-alleges and incorporates by reference herein the allegations of paragraphs 1 through 3 of the Recitals as though set forth in full herein.
29. Defendants entered into contracts, both oral and written, as set forth above in the FIRST AND SECOND causes of actions and incorporated by reference herein as though set forth in full herein.
30. Defendants contracted to do the bookkeeping for Plaintiff and provide him with periodic accounting of funds.
31. As a result of the aforementioned contracts, defendants have received money, a portion of which is due to plaintiff from defendants, as previously alleged.
32. The amount of money due from Defendants to Plaintiff is unknown to Plaintiff and cannot be ascertained without an accounting of the receipts and disbursements of the aforementioned transactions. Plaintiff

1 is informed and believes and thereon alleges that the amount due to
2 Plaintiff exceeds \$300,000.00.

3 33. Plaintiff has demanded an accounting of the aforementioned
4 transactions from Defendants and payment of the amount found due by
5 Defendants have failed and refused, and continues to fail and refuse, to
6 render such an accounting and to pay such sum.

7
8 WHEREFORE, Plaintiff prays judgment against defendants and each of
9 them, as follows:

10 34. For an accounting between plaintiff and defendant;

11 35. For the amount found to be due from defendant to plaintiff as a result
12 of the accounting and interest on that amount from and after
13 08/09/2010

14 36. For compensatory damages in the sum of \$300,000.00;

15 37. For interest on the sum of \$300,000.00 from and after 03/24/2011 to
16 date of judgment;

17 38. For costs of suit herein incurred.

18 39. For such other and further relief as the court may deem proper.

19 DATED: 03/22/2011

20 
21 _____
22 John Crawford

23 VERIFICATION

24 I, JOHN CRAWFORD, am a PLAINTIFF in the above-entitled action.
25 I have read the foregoing COMPLAINT and know the contents thereof.
26 The same is true of my own knowledge, except as to those matters which
27 are therein alleged on information and belief, and as to those matters, I
28 believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct
and that this declaration was executed at Long Beach, California.

Dated: 03/22/2011



John Crawford

EXHIBIT "A"

BRANCH AGREEMENT

This Agreement is made and entered into by and between Attorneys Processing Center, LLC (APC), a California corporation, with office address 18012 Sky Park Circle, suite 150 Irvine, CA

and (branch owner name) John Crawford

At the location of : 1565 McGaw Ave., Suite C, Irvine, CA 92614

APC hereby employs Branch Owner and Branch Owner hereby enters into

employment with APC subject to the following terms and conditions:

1. Job Description. Branch Owner - Branch owner shall manage and operate a branch office that shall promote the loss mitigation service business of APC and solicit homeowner to avail of APC's programs. Branch Owner is responsible for the interviewing, hiring, training and management of all the staff members operating under his/her net branch. It is the Branch Owner's responsibility to properly train and provide guidance to his/her Sales Representatives. At all times the Branch Owner will manage their business and conduct their business in a manner that is consistent with professional, legal and ethical standards, as set forth by the California Department of Real Estate and California contract law.

2. Site Management. Branch Owner is responsible for any and all operational expenses related to the operation of the listed Branch site. Such as, but not limited to, lease agreements, rent(s), mortgage(s) "CAM" charges, telephone, water, electricity, gas, and all office, personnel and advertising operational expenses. It is understood that APC has no rights to access the Branch Owners property without the consent of the Branch Owner nor rights to any and all lease(s) or any contract(s) executed before or after the signing of the Branch Agreement. It is further understood that APC does not accept any past, present or future expenses relating to the operations of or rental or mortgage expense of said branch.

3. Compensation / Payments. As compensation for the duties performed by APC the Branch Owner shall pay APC a fee per file of : First Mortgage - <10/\$ 1400. >10-20/\$1250 >20-40/\$900 >40-50\$900. <50-60>\$850; >70 \$850. Second Mortgage - \$250 per file. >No stand alone 2nds. Fee may be adjusted by APC as deemed necessary, without prior notice, upon

presentation of said homeowner application/file, as approved by the Net Branch. Any Client File that produces any additional transaction shall become the transaction property of the Net Branch.

A. Each branch has complete ability to establish their own schedule of fees, subject

to the approval of the management of APC.

B. All incoming funds must be deposited into attorney's trust account.

Funds (less the APC fee per

file) will be distributed once all fees have been collected, checks have cleared and

all initial client documents have been received by the "QC" desk.

The Solution Group, LLC - Branch Agreement - Page 1

Important Note: The Branch Owner will be responsible for the Employer's

Payroll Contributions in regards to the applicable Federal and State income taxes

on all commission checks made payable to the Branch Owner and their Sales

Representatives. Also, all commissions paid to the Branch Owner will be paid as the

IRS code regarding independent contractors, i.e. 1099 form.

4. Employment-at-Will. Net Branch Owner's employment with APC is "at-will". "At-

Will" is defined as allowing either Branch Owner or APC to terminate the Agreement

at any time, for any reason permitted by law, with or without cause and with 30 days

written notice. Notwithstanding the immediately preceding provision, this Agreement

shall automatically terminate:

(a) When Branch Owner commits or causes the commission of any of the following:

(i) Any act of fraud or dishonesty; such as forgery, misrepresentation or submission of inaccurate information including false statements on loan / loss mitigation application(s), wrongful representation of current occupancy,

falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity or ownership/non-ownership of property.;

(ii) Violation of the law, willful breach of duty, gross carelessness, or misconduct in the performance of the duties hereunder;

(iii) Unjustifiable neglect of the duties hereunder such as inclusion or causing

the inclusion of information or documentation which is or should be known or

suspected to be inaccurate;

(iv) Breach of other conditions of this agreement;

(b) Upon Net Branch Owner's death or continued incapacity to fully perform the

duties hereunder; or

(c) When it becomes impossible or impractical for the business of APC to continue

5. No Conflicting Obligations. Branch Owner hereby declares that he/she has no current or prior employment agreements, relationships or commitments that conflict with this Agreement other than the following: [Specify. If none, so state]
APC - Branch Agreement - Page 2

6. Confidentiality. During the term of this Agreement and at all times thereafter, Branch Owner will use reasonable care to prevent the unauthorized dissemination or use of a borrower's confidential information.

7. Exclusivity. During the term of this agreement Branch Owner herein agrees to an exclusive agreement limited to all foreclosure, loss mitigation services. Failure to comply will result in immediate revocation of this agreement.

8. Website. The intellectual property herein described as "the website" is the sole property of APC; the Branch Owner has limited rights of use, for the purposes of advertising and promotion of said services.

9. Nondisclosure of Proprietary Information. In the performance of services under this Agreement, Branch Owner will be exposed to propriety information belonging to APC including but not limited to the following:

a. Information concerning APC's products and services, including product data and specifications, know-how, formulae, diagrams, flow charts, drawings, source code, object code, program listings, test results, processes, inventions, research projects and product development;

b. Information concerning APC's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, advertising strategies, purchasing techniques, marketing strategies, contracts, promotional aids and programs;

c. Lists and information of APC's borrowers, customers, Branch Owners, Processors, vendors, suppliers, consultants, lender representatives, corporate partners, business alliances and other contact persons including their compensation, skills, strengths, weaknesses;

d. Any and all versions of APC's proprietary computer software, hardware, firmware and documentation, reports, manuals, forms and other materials.

e. Information submitted by APC's borrowers, customers, Branch Owners, processors, vendors, suppliers, consultants lender representatives, corporate partners, business alliances and other contact persons for study, evaluation or use; and

f. Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect APC's business and such other properties and trade secrets that are commercially valuable to APC and not generally known in the industry. For the duration of this Agreement and at all times thereafter, Branch Owner will keep the proprietary information of APC in strictest confidence and will not use or disclose, directly or indirectly, or cause the use or disclosure of such proprietary information to others without the prior written consent of APC, and only when necessary to perform the services hereunder.

APC, LLC - Branch Agreement - Page 3

10. Compliance. It is the responsibility of each Branch Owner to adhere to its respective state civil and criminal codes. Failure to do so will result in immediate termination of this agreement. It is the responsibility of each Branch Owner to keep the management informed of all changes or alterations of the respective states codes regarding our method and type of business. When employment with APC and, for whatever reason, Branch Owner will promptly deliver to APC all originals and copies of all documents, records, software programs, media and other materials containing APC's proprietary information and trade secrets. Branch Owner will also return to APC all equipment, files, software programs and other property belonging to APC.

11. Indemnity. Branch Owner is strictly acting as a lead generation agent for APC under this agreement. APC shall have 2 business days to pre-approve all marketing materials used by Branch Owner to generate leads for APC's services. APC shall forever indemnify and hold harmless Branch Owner, its employees and officers from and against any and all losses,

claims, damages, expenses (including but not limited to attorneys' fees), judgments, amounts paid in settlement and all other liabilities incurred or paid by such indemnitees as the result of or arising out of such indemnitees' actions or inactions in accordance with this agreement.

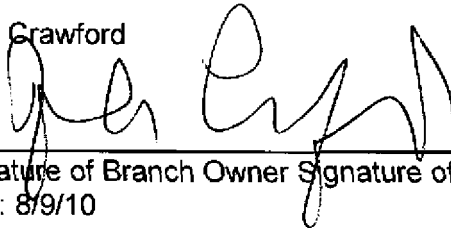
Addendum:

APC's services include, but are not limited to:

1. Provide bookkeeper to take care of accounts for affiliate's commissions and deductions for advances and provide periodic accounting documentation.
2. Provide employee to:
 - a. Convert file information from software to software (if necessary)
 - b. Collect documents from client.
 - c. Provide a chat line to advise if certain cases are acceptable. (Available only to salesmen, not clients.)

Print Branch Owner Name

John Crawford



Signature of Branch Owner Signature of Representative

Date: 8/9/10

AFFILIATE FEE STRUCTURE AND FEE SPLIT

Affiliates Fee Structure (APC and JOHN)

Regular Loan Modifications:

All Banks . . . \$1,300.00 (\$850.00 APC \$450.00 John)

2nds \$350.00 (\$250.00 APC \$100.00 John)

Cost of Mass Joinder

All banks except B of A . . . \$1,950.00 (\$1,500.00 APC \$450.00 John)

B of A \$2,300.00 (\$1,850.00 APC \$450.00 John)

Each Additional Property

\$325. if same lender no discount if different

All banks except B of A . . . \$1,950.00 (\$1,150.00 APC \$800.00 John)

B of A \$2,300.00 (\$1,500.00 APC \$800.00 John)

No discount on additional properties.

2nds

If it is the same bank as the first \$350.00 (\$350. APC 0
John)

If it is a different bank\$1,150.00 (\$1,150. APC 0
John)

If it is a different bank and the 2nd bank is Bank of America \$1,500.00 (\$1,500. APC 0
John)

Cost of Single Representation

Bankruptcy

All Banks \$8,000.00 (\$7,000.00 APC \$1,000.00 John)

Each Additional Property: \$1,950.00 (\$1,500.00 APC \$ 450.00 John)

2nds There is no additional charge if there are 2nds on the property.

No Bankruptcy

All Banks \$11,000.00 (\$10,000.00 APC \$1,000.00 John)

Multiple Same Lender \$1,000.00 (\$0.00 APC \$1,000.00 John)

Multiple Different Lender \$6,000.00 (\$5,000 APC \$1,000.00 John)

Phil Kramer is doing all banks except B of A, Chase and GMAC

Fee Split

Mass Joinder

Single property

All banks except B of A

1st payment \$1,125.00 (\$1,125 for APC 0 for John)

2nd payment \$1,125.00 (\$375.00 for APC \$450.00 for John \$300.00 for Refund Fund)

B of A

1st payment \$1,300.00 (\$1,300.00 for APC 0 for John)

2nd payment \$1,300.00 (\$ 550.00 for APC \$450.00 for John \$300.00 for Refund Fund)

Multiple Properties Default 50/50 split 50% for Attorney's and APC When finished paying both, pay John -- 50% for Affiliate) **unless we tell them it does not work.**

(If they borrowed any money from me, it must be deducted before the affiliate is paid)

Single Representation

Single Property

Default 50/50 split 50% for Attorney's and APC When finished paying both pay John -- 50% for Affiliate) **unless we tell them it does not work.**

Multiple Property

Default 50/50 split 50% for Attorney's and APC When finished paying both pay John -- 50% for Affiliate) **unless we tell them it does not work.**

We will deduct \$300.00 for each file for the REFUND TRUST FUND

--
Have a Blessed Day.

John Crawford
310-691-2558

EXHIBIT "B"

AFFILIATE FEE STRUCTURE AND FEE SPLIT

Affiliates Fee Structure (APC and JOHN)

Regular Loan Modifications:

All Banks . . . \$1,300.00 (\$850.00 APC \$450.00 John)

2nds \$350.00 (\$250.00 APC \$100.00 John)

Cost of Mass Joinder

All banks except B of A . . . \$1,950.00 (\$1,500.00 APC \$450.00 John)

B of A \$2,300.00 (\$1,850.00 APC \$450.00 John)

Each Additional Property

\$325. f same lender no discount if different

All banks except B of A . . . \$1,950.00 (\$1,150.00 APC \$800.00 John)

B of A \$2,300.00 (\$1,500.00 APC \$800.00 John)

No discount on additional properties.

2nds

If it is the same bank as the first \$350.00 (\$350. APC 0
John)

If it is a different bank\$1,150.00 (\$1,150. APC 0
John)

If it is a different bank and the 2nd bank is Bank of America \$1,500.00 (\$1,500. APC 0
John)

Cost of Single Representation

Bankruptcy

All Banks \$8,000.00 (\$7,000.00 APC \$1,000.00 John)

Each Additional Property: \$1,950.00 (\$1,500.00 APC \$ 450.00 John)

2nds There is no additional charge if there are 2nds on the property.

No Bankruptcy

All Banks \$11,000.00 (\$10,000.00 APC \$1,000.00 John)

Multiple Same Lender \$1,000.00 (\$0.00 APC \$1,000.00 John)

Multiple Different Lender \$6,000.00 (\$5,000 APC \$1,000.00 John)

Phil Kramer is doing all banks except B of A, Chase and GMAC

Fee Split

Mass Joinder

Single property

All banks except B of A

1st payment \$1,125.00 (\$1,125 for APC 0 for John)

2nd payment \$1,125.00 (\$375.00 for APC \$450.00 for John \$300.00 for Refund Fund)

B of A

1st payment \$1,300.00 (\$1,300.00 for APC 0 for John)

2nd payment \$1,300.00 (\$ 550.00 for APC \$450.00 for John \$300.00 for Refund Fund)

Multiple Properties Default 50/50 split 50% for Attorney's and APC When finished paying both, pay John -- 50% for Affiliate) **unless we tell them it does not work.**

(If they borrowed any money from me, it must be deducted before the affiliate is paid)

Single Representation

Single Property

Default 50/50 split 50% for Attorney's and APC When finished paying both pay John -- 50% for Affiliate) **unless we tell them it does not work.**

Multiple Property

Default 50/50 split 50% for Attorney's and APC When finished paying both pay John -- 50% for Affiliate) **unless we tell them it does not work.**

We will deduct \$300.00 for each file for the REFUND TRUST FUND

Have a Blessed Day.

John Crawford
310-691-2558

Proof of Service Form

Directions: A copy of this form shall be appropriately filled out and attached when proof of service or statement of delivery or mailing is required. Use Part 1 and Part 3 for delivery by mail. Use Part 2 and Part 3 for personal delivery.

Part 1: Delivery by U.S. Mail: Proof of Service by Mail

I declare that I am over the age of eighteen years and not a party to this action.

My address is _____ On _____
(date)

I served the attached _____ by placing
(name of document)

a true copy enclosed in a sealed envelope with postage fully prepaid in the U.S. mail, addressed as follows:

Part 2: Personal Delivery:

I declare that on _____, I personally delivered the attached
(date)

_____ to _____
(name of document) (name of recipient)

at _____
(location)

Part 3: I declare under penalty of perjury that the foregoing is true and correct and that

this declaration was executed on _____ at
(date)

(city)

(type or print name)

(signature)