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9 Attorney for Plaintiff  
10 H&H64, Inc.

11 CENTRAL DISTRICT OF CALIFORNIA  
12 U.S. BANKRUPTCY COURT  
13 SANTA ANA DIVISION

14 In re

15 MURAD SHUQOM,

16 Debtor.

17 H&H64, INC., a Hawaii Corporation,

18 Plaintiff,

19 v.

20 MURAD SHUQOM, an Individual; RBS  
21 ROYALTY MOTORSPORTS, INC., a California  
22 Corporation; MOTORSPORTS STANDARD,  
23 INC., a California; and DOES 1-100, Inclusive,

24 Defendants.  
25  
26  
27

Adversary Proceeding Case No. 8:14-ap-  
01269

Bankruptcy Case No. 8:14-bk-14461-ES

PLAINTIFF'S SEPARATE STATEMENT  
OF UNCONTROVERTED MATERIAL  
FACTS AND CONCLUSIONS OF LAW

Date of Hearing: July 9, 2015

Time: 2:00 PM

Courtroom 5

Hon. Erithe Smith

Location: Ronald Reagan Courthouse  
411 West Fourth Street  
Santa Ana, CA 92701

28 ///

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<p><b>PLAINTIFF'S UNCONTROVERTED MATERIAL FACTS</b></p>	<p><b>EVIDENCE</b></p>
<p>Plaintiff H&amp;H64, Inc., is 100% owned and operated by Hiromasa Horikawa.</p>	<p>Declaration of Hiromasa Horikawa, par. 6.</p>
<p>On or about May 24, 2014, defendant Murad Shuqom contacted Horikawa through the website Alibaba.com.</p>	<p>Declaration of Hiromasa Horikawa, par. 7.</p>
<p>Shuqom represented to Horikawa that he was actively in the business of selling luxury automobiles to companies who desired to export such vehicles to Japan and China.</p>	<p>Declaration of Hiromasa Horikawa, par. 8</p>
<p>Horikawa said he wanted to buy a Mercedes-Benz SUV, and Shuqom said he could secure one for plaintiff.</p>	<p>Declaration of Hiromasa Horikawa, par. 9 Exhibit 23, Plaintiff's Requests for Admission of the Genuineness of Documents, Set one, Exhibit 4.</p>
<p>Horikawa would never have transacted business with Shuqom if he had known that Shuqom's credit lines were cancelled and that Shuqom intended to use the money for purposes other than purchasing the vehicles that he paid him to secure, or if he had known Shuqom's representations were false.</p>	<p>Declaration of Hiromasa Horikawa, par. 10 Declaration of Hiromasa Horikawa, par. 11</p>
<p>Shuqom represented that he had expertise and experience as a broker for such automobiles, and that he conducted his business through MSI and RBS.</p>	<p>Declaration of Hiromasa Horikawa, par. 12</p>
<p>Shuqom told Horikawa that he could secure certain vehicles for plaintiff.</p>	<p>Declaration of Hiromasa Horikawa, par. 13</p>
<p>Shuqom assured Horikawa that he had in fact secured the vehicles plaintiff wanted.</p>	<p>Declaration of Hiromasa Horikawa, par. 14</p>
<p>Shuqom never secured, delivered, or purchased any vehicles for Horikawa.</p>	<p>Exhibit 24, Shuqom's Amended Responses to Plaintiff's Requests for Admissions, Set One, Response No. 24, with Verification. Exhibit 36, Deposition of Shuqom, p. 33,</p>

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1		lines 13-16
2		Exhibit 29, Plaintiff's Requests for Admission of the Genuineness of Documents, Set one, Exhibits 11 and 12.
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4		Exhibit 30, Shuqom's Amended Responses to Plaintiff's Requests for Admissions, Set One, Response No. 22.
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6	Shuqom's bank account shows that no purchase was ever initiated with Horikawa's funds, and that instead Shuqom used plaintiff's money to pay other creditors such as American Express.	Exhibit 27, June 2014 Bank of America Acct. No. xxxx5797 bank statement.
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10	Horikawa and Shuqom entered into three separate purchase agreements in which plaintiff bought three vehicles from Shuqom. The terms of each purchase were set forth in invoices, specifications, and wiring instructions sent by Shuqom to Horikawa.	Declaration of Hiromasa Horikawa, par. 15
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14	Each document was materially false with respect to Shuqom's financial condition and was provided to plaintiff in order to deceive Horikawa into relying on the statements.	Declaration of Hiromasa Horikawa, par. 16
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17	Shuqom intentionally made false representations to Horikawa for the express purpose of obtaining his money with no intent to use it to purchase any of the vehicles ordered by Horikawa.	Declaration of Hiromasa Horikawa, par. 17
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20	As part of his scheme to defraud plaintiff, Shuqom required Horikawa to make advance payment in full for each vehicle prior to delivery.	Declaration of Hiromasa Horikawa, par. 18
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23	After receiving the funds, Shuqom falsely represented that he would deliver the vehicles with a few weeks even though he knew at the time that such delivery was impossible because he lacked sufficient credit or cash to pay for the vehicles ordered by plaintiff.	Declaration of Hiromasa Horikawa, par. 18
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27	Shuqom claimed that up until July 15 or July 16, 2014, everything in his business was fine	Exhibit 9, Deposition of Shuqom, p. 63, line 25; p. 64, lines 1-7.
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1	and that he had no problems obtaining lines of credit.	
2		
3	Shuqom's lines of credit issued by particular dealers could only be used to purchase vehicles from those dealers.	Exhibit 10, Deposition of Shuqom, p. 86, lines 4-6.
4		
5	Horikawa ordered only new Mercedes-Benz vehicles.	Exhibits 1 and 3, Wire Transfer Receipts for Vehicles 1-3.
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8	Shuqom claimed that he had other lines of credit available for the purchase of the vehicles from American Express, Strategic Funding, Horizon, and AFC.	Exhibit 11, Deposition of Shuqom, p. 87, lines 4-13.
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11	Shuqom claimed that he had a line of credit with American Express for "close to a million dollars.	Exhibit 12, Deposition of Shuqom, p. 86, lines 7-11.
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14	At the time Shuqom took orders from Horikawa, he had no line of credit with American Express, as his account had been cancelled and assigned to collection.	Exhibit 13, AMEX May 2014 statement. Exhibit 14, Deposition of Shuqom, p. 107, lines 5-8; Bankruptcy Schedule F; Strategic Funding 2014 Letter of Credit, p. 1.
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17	Shuqom claimed that he had a line of credit with Horizon Funding for about \$65,000.	Exhibit 15, Deposition of Shuqom, p. 86, lines 17-22.
18		
19	In May 2014, Shuqom had no further line of credit with Horizon.	Exhibit 16, Deposition of Shuqom, p. 107, lines 9-12.
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21	Shuqom was trying to arrange a new line of credit with Bank of America to keep his business afloat.	Exhibit 17, Email from Shuqom to Bank of America re: new line of credit.
22		
23		
24	Shuqom never received the line of credit from BOA.	Exhibit 18, Deposition of Shuqom, p. 108, lines 12-13.
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26	At the time he took Horikawa's money, Shuqom knew that he could not purchase the vehicles ordered by plaintiff because the only other way besides credit to purchase a vehicle was through money in his business bank account.	Exhibit 19, Deposition of Shuqom, p. 3, lines 19-22.
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2	Shuqom said that the average balance of his bank account was \$3 to \$4 million every month. Banking statements submitted by Shuqom show no such cash flow in May and June of 2014.	Exhibit 20, Deposition of Shuqom, p. 85, lines 12-17.  Exhibit 21, Bank statements, June 2014.
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4		
5	Shuqom admitted the authenticity of emails and documents listed as Exhibits 1-70 in Plaintiff's Requests for Admission of the Genuineness of Documents, Set One.	Exhibit 22, Shuqom's Verified Responses to Plaintiff's Requests for Admission of the Genuineness of Documents, Set One.
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8	Shuqom admitted that his \$100,000 line of credit with Strategic Funding, Inc. owed a balance in May as shown in the bankruptcy.	Exhibit 14, Deposition of Shuqom, p. 107, lines 5-8; Bankruptcy Schedule F; Strategic Funding 2014 Letter of Credit, p. 1.
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11	On June 11, 2014, Shuqom offered to sell to Horikawa Mercedes-Benz 350 GL, VIN 4JGDF2EEXEA395818, hereinafter referred to as "Vehicle 1," that he falsely claimed to have secured.	Declaration of Hiromasa Horikawa, par. 19
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14	Shuqom told Horikawa in an email after receiving money for Vehicle 1 that he had begun the purchase process for this vehicle.	Exhibit 28, Plaintiff's Requests for Admission of the Genuineness of Documents, Set one, Exhibit 10.
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17	Shuqom concealed from Horikawa that if he paid him for Vehicle 1, Shuqom would use the money for purposes other than the purchase of Vehicle 1. Shuqom concealed that all of his lines of credit had been cancelled.	Declaration of Hiromasa Horikawa, par. 20
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20	Plaintiff accepted the offer pursuant to the terms of the invoice submitted by Shuqom based on Shuqom's false representations that he had secured Vehicle 1 and could purchase and deliver the vehicle to plaintiff.	Declaration of Hiromasa Horikawa, par. 21  Exhibit 3, Wire Transfer Receipt for Vehicle 1 and 2.
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24	Horikawa relied on the offer for Vehicle 1, and his reliance was justified because Shuqom had a gold star rating on Alibaba.com, leading Horikawa to conclude that Shuqom was able to deliver on such purchases.	Declaration of Hiromasa Horikawa, par. 23
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27	Horikawa's reliance was also justified because he requested a copy of Shuqom's driver	Declaration of Hiromasa Horikawa, par. 24
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1	license, articles of incorporation, sales tax permit from the state's Franchise Tax Board, and a printout from the Secretary of State website to confirm that Shuqom's business was a going concern.	Exhibit 2, Business Documents Submitted by Shuqom to Horikawa.
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4	Shuqom provided Horikawa these documents showing his financial condition with intent to deceive plaintiff into paying him money for cars he did not intend to deliver.	Declaration of Hiromasa Horikawa, par. 25
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6		
7	Plaintiff wired \$89,460.00 to Motorsports Standard, Inc., a corporation wholly owned and controlled by Shuqom, as advance payment in full for Vehicle 1 on June 11, 2014.	Declaration of Hiromasa Horikawa, par. 26 Exhibit 3, Wire Transfer Receipt for Vehicles 1 and 2
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11	On June 11, 2014 Shuqom represented that he would deliver Vehicle 1 to plaintiff's warehouse in Long Beach, after photographing the vehicle.	Declaration of Hiromasa Horikawa, par. 27 Exhibit 31, Plaintiff's Requests for Admission of the Genuineness of Documents, Set one, Exhibits 15 and 16.
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14	Shuqom falsely represented to Horikawa that Vehicle 1 would be delivered on Wednesday, June 25, 2014. Shuqom knew this representation was false, as he had never purchased Vehicle 1.	Declaration of Hiromasa Horikawa, par. 28
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18	Shuqom falsely represented that he had secured a second car for sale to Horikawa, Vehicle 2, but that Horikawa should pay quickly in order not to lose the car. Shuqom said that he had arranged to pay for Vehicle 2 on Tuesday, June 24, 2014 in order to keep the car for plaintiff.	Declaration of Hiromasa Horikawa, par. 29 Exhibit 25, Plaintiff's Requests for Admission of the Genuineness of Documents, Set one, Exhibit 26.
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22	Shuqom knew when he made this offer that it was false because he had not located or secured Vehicle 2, and because he would not be able to deliver it to plaintiff due to his lack of purchasing credit or cash.	Declaration of Hiromasa Horikawa, par. 30
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26	At the time he made the offer, Shuqom's business was collapsing and he already owed money to other purchasers to whom he had failed to deliver vehicles. Shuqom knew that if plaintiff paid him for Vehicle 2, he would use	Declaration of Hiromasa Horikawa, par. 31 Exhibit 27, June 2014 Bank of America Acct. No. xxxx5797 bank statement.
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1	the money for purposes other than the purchase of Vehicle 2, and he did so.	
2		
3	Shuqom concealed the facts of his collapsing business from plaintiff, because he knew that if plaintiff was aware of the business's collapse, Horikawa would not wire Shuqom the money for Vehicle 2.	Declaration of Hiromasa Horikawa, par. 32
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6	Plaintiff accepted the offer of sale for Vehicle 2 from Shuqom, relying on his false statments, Mercedes-Benz 350 GL, VIN 4JGDF2EEXEA430695, and wired advance payment in full in the amount of \$88,670.00 to MSI on June 23, 2014.	Declaration of Hiromasa Horikawa, par. 33 Exhibit 3, Wire Transfer Receipts for Vehicles 1 and 2.
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10	Plaintiff accepted Shuqom's offer pursuant to the terms of the invoice submitted to Horikawa by Shuqom.	Declaration of Hiromasa Horikawa, par. 34 Exhibit 3, Wire Transfer Receipts for Vehicles 1 and 2.
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13	Horikawa relied on the offer for Vehicle 2, and his reliance was justified because Shuqom had a reputation in the export community as someone who was able to deliver on such purchases.	Declaration of Hiromasa Horikawa, par. 35 Exhibit 3, Wire Transfer Receipts for Vehicles 1 and 2.
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17	Shuqom falsely represented in an email that he had secured a third car for sale to Horikawa, Vehicle 3. Plaintiff relied on this false representation and Horikawa accepted the third and final offer of sale from Shuqom for Mercedes-Benz 350 GL, VIN 4JGDF2EE0EA432603, and wired advance payment in full in the amount of \$67,300.00 to MSI on June 26, 2014.	Declaration of Hiromasa Horikawa, par. 36 Exhibit 1, Wire Transfer for Vehicle 3. Exhibit 26, Plaintiff's Requests for Admission of the Genuineness of Documents, Set one, Exhibit 34.
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22	Horikawa accepted the offer pursuant to the terms of the invoice submitted to him by Shuqom.	Declaration of Hiromasa Horikawa, par. 37 Exhibit 1, Wire Transfer for Vehicle 3.
23		
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25	Shuqom knew when he made this offer that it was false because he had secured Vehicle 3, and because he would not be able to deliver it to plaintiff due to his absence of purchasing credit or cash.	Declaration of Hiromasa Horikawa, par. 38
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1	Plaintiff relied on the offer for Vehicle 3, and plaintiff's reliance was justified because Shuqom had a reputation in the export community as someone who was able to deliver on such purchases.	Declaration of Hiromasa Horikawa, par. 39
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4	Shuqom concealed the facts of his collapsing business from Horikawa, because he knew that if plaintiff was aware of the business's collapse, he would not wire Shuqom the money for Vehicle 3.	Declaration of Hiromasa Horikawa, par. 40
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8	On June 27, 2014, Shuqom told Horikawa that he would get photographs of Vehicle 1 for him, which he said was in Shuqom's warehouse.	Declaration of Hiromasa Horikawa, par. 41
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11	On June 30, Shuqom told Horikawa in an email that he would send the photographs of Vehicle 1 that day.	Declaration of Hiromasa Horikawa, par. 42
12		Exhibit 4, Email from Shuqom to Horikawa re: Photos of Vehicle 1.
13		
14	On July 1, 2014, Shuqom promised to deliver photos and titles to the purchased vehicles to Horikawa.	Declaration of Hiromasa Horikawa, par. 43
15		Exhibit 5, Email from Shuqom to Horikawa re: Photos and Titles of Purchased Vehicles.
16		
17	On July 10, 2014, Shuqom promised to deliver photos of the purchased vehicles, which he claimed were in his warehouse.	Declaration of Hiromasa Horikawa, par. 44
18		Exhibit 6, Email from Shuqom to Horikawa re: Photos of Vehicle 1.
19		
20	On July 11, 2014, Shuqom said that he needed documentation for Vehicles 1 and 2, implying that he was already in possession of them.	Declaration of Hiromasa Horikawa, par. 45
21		Exhibit 7, Email from Shuqom to Horikawa re: Documentation of Purchased Vehicles.
22		
23	On July 18, Shuqom broke off all communications with Horikawa regarding the status of the vehicles, filed bankruptcy, and advised Horikawa to direct all communications to Shuqom's attorneys.	Declaration of Hiromasa Horikawa, par. 46
24		Exhibit 8, Email from Shuqom to Horikawa re: Bankruptcy.
25		
26	Throughout the course of dealing, Horikawa repeatedly requested updates on all three vehicles. Shuqom never advised that he had not in fact purchased the vehicles or that there would be any problems delivering the vehicles to plaintiff.	Declaration of Hiromasa Horikawa, par. 47
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<p>1 Shuqom concealed material facts by falsely 2 assuring Horikawa that the vehicles were in 3 his possession and concealed material facts 4 that he lacked credit or cash to buy the 5 vehicles, that he never intended to purchase 6 them, and that he had never secured, 7 purchased, or taken delivery for them on 8 plaintiff's behalf.</p>	<p>Declaration of Hiromasa Horikawa, par. 48</p>
<p>6 Shuqom concealed the fact that his business 7 had no more lines of credit for the Mercedes- 8 Benz vehicle purchases. Shuqom concealed 9 the fact that he intended to use plaintiff's 10 money for other purposes than buying the 11 vehicles specified in the invoices.</p>	<p>Declaration of Hiromasa Horikawa, par. 49</p>
<p>10 Plaintiff justifiably relied on each of 11 Shuqom's false representations as Shuqom 12 had provided Horikawa with business 13 documents showing that his business was a 14 going concern, and Shuqom had an excellent 15 business rating on Alibaba.com.</p>	<p>Declaration of Hiromasa Horikawa, par. 50</p>
<p>14 Plaintiff performed all that he was obligated to 15 do under the terms of the three purchase 16 agreements as memorialized in the wire 17 payments to Shuqom.</p>	<p>Declaration of Hiromasa Horikawa, par. 51 Exhibit 1, Wire Transfer Receipt for Vehicle 3 Exhibit 3, Wire Transfer Receipt for Vehicles 1 and 2</p>
<p>18 To date Shuqom has not refunded plaintiff's 19 money or delivered the vehicles, and plaintiff 20 has been damaged in an amount to be proved 21 at trial not less than \$245,430.</p>	<p>Declaration of Hiromasa Horikawa, par. 52 Exhibit 1, Wire Transfer Receipt for Vehicle 3 Exhibit 3, Wire Transfer Receipt for Vehicles 1 and 2</p>
<p>23 Shuqom acted with malice, fraud, and 24 oppression.</p>	<p>Declaration of Hiromasa Horikawa, par. 53</p>
<p>25 Shuqom also owes plaintiff costs, interest, and 26 reasonable attorney fees.</p>	<p>Declaration of Hiromasa Horikawa, par. 54</p>

1  
2 Uncontroverted Conclusions of Law

- 3 1. This court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C.  
4 §§157(b)(1) and 1334.  
5  
6 2. This proceeding is an adversary proceeding pursuant to Federal Rules of Bankruptcy  
7 Procedure Rule 7001(6).  
8  
9 3. This Court has supplemental jurisdiction to hear all state law claims pursuant to Section  
10 1367 of Title 28 of the United States Code.  
11  
12 4. This matter is primarily a core proceeding pursuant to 28 U.S.C. §§157 (b)(2)(A), (I) and  
13 (0) and therefore the Bankruptcy Court has jurisdiction to enter a final order.  
14  
15 5. Venue is proper pursuant to 28 U.S.C. § 1409 because this proceeding arises under Title  
16 11 of the United States Code, and arises in and is related to the bankruptcy case of In re:  
17 MURAD SHUQOM, Case No. 8:14-bk-14461-ES, filed on July 18, 2014, and currently  
18 pending in the United 24 States Bankruptcy Court for the Central District of California,  
19 Santa Ana Division.  
20  
21 6. Shuqom knowingly and willfully made false representations to plaintiff with intent to  
22 oppress and defraud him.  
23  
24 7. The representations were false, and at the time the above representations were made,  
25 Shuqom knew they were false.  
26  
27 8. At the time of the representations, plaintiff was ignorant of the falsity of such  
28 representations, and believed them to be true. Had plaintiff known of the falsity of the  
representations, plaintiff would have never contracted to buy the vehicles from  
defendants.  
9. Plaintiff actually and reasonably relied on the representations made by Shuqom.

- 1 10. Shuqom never intended to provide plaintiff with the vehicles or to refund the purchase  
2 price.
- 3 11. As a direct result of Shuqom's misrepresentations, plaintiff has been and continues to be  
4 damaged in an amount to be proven at trial, but in no event less than the jurisdictional  
5 amount.
- 6 12. Shuqom owes plaintiff attorney fees, costs, and interest.
- 7 13. Based on the above, Shuqom engaged in conduct with malice, oppression or fraud, and  
8 thus the debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(A).
- 9 14. Shuqom provided financial statements, specifications, and invoices to plaintiff as an  
10 inducement to enter into the purchase agreement to demonstrate his ability to perform  
11 under the agreement.
- 12 15. The statements provided by Shuqom were materially false and intended by Shuqom to  
13 deceive plaintiff so as to induce it into entering the purchase agreements.
- 14 16. The statements reflected Shuqom's financial condition.
- 15 17. Plaintiff reasonably relied on the statements.
- 16 18. Shuqom created these statements with the intent to deceive plaintiff.
- 17 19. As a direct result of the above-mentioned misrepresentations, plaintiff has been and  
18 continues to be damaged in an amount to be proven at trial.
- 19 20. Based on the above, Shuqom engaged in conduct with malice, oppression or fraud, and  
20 thus, the debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(B).
- 21 21. The debt owed by defendants to plaintiff was incurred as a result of Shuqom's willful and  
22 malicious injury to plaintiff. Shuqom's wrongful acts were done intentionally, causing  
23 injury to plaintiff without just cause or excuse. In addition, Shuqom acted in a willful  
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1 manner in that he desired to cause the consequences of his acts and intended harm or  
2 knew that harm was a substantially certain consequence of his behavior.

3 22. As a direct result of the above-mentioned misrepresentations, plaintiff has been and  
4 continues to be damaged in an amount to be proven at trial.

5 23. As a result of both the willful and malicious injury to plaintiff, the court should find that  
6 these debts, including any award of punitive damages, are non-dischargeable under 11  
7 U.S.C. § 523(a)(6).  
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10 May 20, 2015

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14 Seth Davidson

15 Attorney for Plaintiff  
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Pacific Tower, Suite 500, 21250 Hawthorne Blvd., Torrance, CA 90503

A true and correct copy of the foregoing document entitled (specify): PLAINTIFF'S STATEMENT OF UNCONTROVERTED MATERIAL FACTS AND CONCLUSIONS OF LAW will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) MAY 20, 2015 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Melissa A. Clark, [bk\\_hearings@higbeeassociates.com](mailto:bk_hearings@higbeeassociates.com); [mclark@firstsourcelaw.com](mailto:mclark@firstsourcelaw.com)
- Matt Higbee, [mhigbee@higbeeassociates.com](mailto:mhigbee@higbeeassociates.com)
- Frank Cadigan, [frank.cadigan@usdoj.gov](mailto:frank.cadigan@usdoj.gov)
- John Wolfe, [john.wolfe@txitrustee.com](mailto:john.wolfe@txitrustee.com)

Service information continued on

attached page

2. SERVED BY UNITED STATES MAIL:

On (date) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on

attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) FEBRUARY 18, 2015, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on

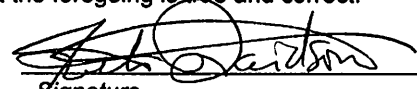
attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

MAY 20, 2015 FRANKLIN SETH AVIDSON

Date

Printed Name

  
Signature

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