

DONAHOE & YOUNG LLP
25152 SPRINGFIELD COURT, SUITE 345
VALENCIA, CALIFORNIA 91355-1081
TELEPHONE (661) 259-9000

1 MARK T. YOUNG (Bar No. 89951)
2 TAYLOR F. WILLIAMS (Bar No. 281331)
3 KRISTEN L. CHIC (Bar No. 299164)
4 DONAHOE & YOUNG LLP
5 25152 Springfield Court, Suite 345
6 Valencia, California 91355
7 Telephone: 661.259.9000 / Facsimile: 661.554.7088
8 E-mail: myoung@donahoeyoung.com; twilliams@donahoeyoung.com;
9 kchic@donahoeyoung.com

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 13 2015

Sherri R. Carter, Executive Officer/Clerk
By Suzanne Reyna, Deputy

6 Counsel for Plaintiff
7 BARBARA LEWIN, an individual

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 PC056562

11 BARBARA LEWIN, an individual,

Case No.

12 Plaintiff.

COMPLAINT FOR:

13 vs.

- 1) BREACH OF CONTRACT;
 - 2) FRAUD;
 - 3) BREACH OF FIDUCIARY DUTY;
 - 4) NEGLIGENT MISREPRESENTATION;
 - 5) UNJUST ENRICHMENT; and
 - 6) COMMON COUNTS;
- 14 DEMAND FOR JURY TRIAL

14 JEREMY LECLAIR, an individual;
15 4NIFUND & INSURANCE SOLUTIONS,
16 INC., a California corporation; and DOES
17 1 through 50, inclusive,

Defendants.

[Unlimited Civil Action; Demand Exceeds
\$25,000]

18 Plaintiff BARBARA LEWIN ("Plaintiff" or "Lewin") alleges as follows:

19 GENERAL ALLEGATIONS

20 A. PARTIES

21 1. Plaintiff is, and at all times herein mentioned was, an individual over the age of 18
22 years, who resides in the City of Santa Clarita, Los Angeles County, California.

23 2. Defendant JEREMY LECLAIR ("LeClair") is an individual, over the age of 18 years,
24 presently residing in the State of North Carolina. At the time that LeClair entered into the
25 contracts hereinafter described, LeClair was a resident of the State of California, County of Los
26 Angeles.
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28

1 3. Defendant 4N1FUND & INSURANCE SOLUTIONS, INC. (“4N1”) is, and at all
2 times hereinmentioned was, a California corporation. At the time that the contracts hereinafter
3 described were entered into, 4N1 was doing business in the County of Los Angeles, State of
4 California.

5 4. The true names, identities, and capacities, whether individual, corporate or otherwise,
6 of Defendants DOES 1 through 50, inclusive, and each of them, are unknown to Plaintiff.
7 Plaintiff therefore sues these Defendants by such fictitious names. Plaintiff is informed and
8 believes, and thereon alleges, that each of the Defendants sued herein as a “Doe” Defendant is in
9 some fashion responsible for the events and occurrences set forth herein. Plaintiff will seek leave
10 to amend this Complaint when the true identity of each fictitiously named “Doe” Defendant is
11 ascertained.

12 5. Each of the Defendants, including those named as Does, were acting as the agents,
13 representatives, employees, and/or alter egos of each other, and in doing the acts alleged herein
14 were acting within the course and scope of such agency, representation, employment, and/or alter
15 ego relationship, and with their Defendants’ permission and consent.

16 6. Some or all of the Defendants, including those named as Does, conspired and agreed
17 among and/or between themselves or with some of the other Defendants to do the acts complained
18 of, and by the conduct described herein carried into action and completed their schemes, thus
19 injuring and damaging Plaintiff as set forth below. In engaging in such conduct with the others,
20 these Defendants have co-extensive liability for the conduct of the other Defendants.

21 7. Any reference in any cause of action to a Defendant or Defendants shall include the
22 Defendants named in such cause of action and all Doe Defendants.

23 **B. JURISDICTION AND VENUE**

24 8. Jurisdiction is proper in this Court as the amount in controversy exceeds \$25,000.00,
25 and because: (a) the conduct described herein occurred in this County; (b) all Defendants
26 conducted business in the County at the time of the events alleged herein; (c) the contracts
27 described herein state that LeClair “irrevocably consents to the exclusive jurisdiction and venue of
28 the state or federal courts of [sic] located in Los Angeles, California”; (d) Plaintiff resides in this

1 County; and (e) the contracts described herein were to be performed in this County.

2 9. This action is not subject to any requirement for Plaintiff to comply with a claims
3 statute. This action is not subject to Civil Code §§1812.10 or 2984.4.

4 10. Venue is proper in this Court because: (a) LeClair entered into the contracts
5 hereinafter described in this judicial district; (b) the contracts contained a choice of forum and
6 venue provision consenting to enforcement in this Court; (c) all Defendants reside and conduct
7 business (or at the time that the contracts hereinafter described were entered into resided and
8 conducted business) in this County and judicial district; and (d) Plaintiff resides in the judicial
9 district.

10 **C. FACTS COMMON TO ALL CAUSES OF ACTION**

11 11. In or around 2009, Plaintiff met LeClair during a retirement planning and financial
12 advisory program organized by LeClair at Mitchell Elementary School, where Plaintiff worked as
13 a schoolteacher.

14 12. In or around 2009, Plaintiff hired LeClair as her financial advisor.

15 13. On or about September 30, 2013, Plaintiff agreed to loan LeClair the sum of
16 \$40,000.00 pursuant to a written "Personal Loan for Profit" agreement (the "September
17 Agreement"). A true and correct copy of the September Agreement is attached hereto as Exhibit
18 "1."

19 14. Under the September Agreement, LeClair was required to pay the entire loan amount
20 within eight (8) months (i.e., by May 31, 2014).

21 15. Additionally, under the September Agreement LeClair assumed responsibility for the
22 entire monthly payment due on Plaintiff's Nationwide Insurance ("Nationwide") home equity line
23 of credit ("HELOC"), and "the entire funds/debt used by" Plaintiff for college tuition, up to, but
24 not more than \$75,000 of total funds used from HELOC, until the contracted Personal Loan for
25 Profit and total interest is paid to" Plaintiff.

26 16. Pursuant to the September Agreement, Plaintiff transferred \$40,000.00 by wire
27 transfer to the account of 4N1 as follows: \$10,000.00 on September 20, 2013; \$6,000.00 on
28 October 8, 2013; and \$24,000.00 on November 5, 2013.

1 17. In December 2013, LeClair requested, and Plaintiff agreed to provide him with, an
2 additional loan of \$9,000.00 pursuant to a second written "Personal Loan for Profit" agreement
3 dated December 31, 2013 (the "December Agreement"). A true and correct copy of the December
4 Agreement is attached hereto as Exhibit "2."

5 18. The December Agreement was referenced as an "amended" agreement and
6 incorporated terms of the September Agreement, including the terms described in Paragraph 15
7 hereinabove. Under the December Agreement, LeClair was required to pay the entire loan amount
8 within eight (8) months (i.e., by August 31, 2014).

9 19. Pursuant to the December Agreement, Plaintiff transferred the sum of \$9,000.00 by
10 wire transfer to the account of 4N1 on December 12, 2013.

11 20. Subsequently, in 2014 Plaintiff agreed to provide LeClair with additional loans of
12 \$20,000.00 in total ("the 2014 Agreement"); this was a verbal agreement, made on the same terms
13 as the September Agreement and December Agreement.

14 21. Pursuant to the 2014 Agreement, on or about February 22, 2014 and July 28, 2014
15 respectively, Plaintiff transferred two sums of \$10,000.00 each by wire transfer to the account of
16 4N1. This additional loan of \$20,000.00, which was made on the same material terms as the
17 written September Agreement and December Agreement, brought the total loan disbursements by
18 Plaintiff to LeClair ("the Loans") to \$69,000.00.

19 22. Defendants have made a total of ten (10) payments to Plaintiff totaling \$3,707.30, in
20 partial repayment of amounts loaned under the September Agreement, the December Agreement
21 and the 2014 Agreement (together, the "Agreements"), as follows:

22

Date	Amount	Pavor
January 14, 2014	\$205.00	4N1
January 31, 2014	\$453.82	LeClair
March 6, 2014	\$271.63	4N1
April 9, 2014	\$266.68	4N1
May 22, 2014	\$564.06	4N1
July 28, 2014	\$295.55	4N1
August 1, 2014	\$337.20	4N1
September 19, 2014	\$405.49	4N1
December 15, 2014	\$450.00	4N1
January 23, 2015	\$457.87	4N1
TOTAL	\$3,707.30	

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interest are repaid to Plaintiff.

30. As a result of Defendants' breach, Plaintiff has been damaged in an amount to be shown according to proof, but in no event less than the amount of \$77,000.00

SECOND CAUSE OF ACTION

(Against All Defendants)

(Fraud)

31. Plaintiff re-alleges and incorporates by reference each and every allegation of Paragraphs 1 through 30, inclusive, hereinabove, as though set forth fully herein.

32. Defendants made specific representations in the Agreements, that in the Event of Default (as defined thereunder): (1) Plaintiff can choose to place a lien against the Defendant LeClair's residence or property, currently 8721 Cherry Blossom Lane, Cornelius, NC 28031, or at such other place as LeClair may reside or personally or corporately own; and (2) the contracted loan term shall end and be repaid in full eight months from the date thereof, but that based on past loans and commission, the Plaintiff was more than likely to receive repayment of funds between six to eight months (collectively, "the Representation").

33. However, at the time of entering into the Agreements, Defendant LeClair did not own the property named in the September Agreement and December Agreements, nor did he own any other real property on which the Plaintiff could place a lien in the event of default under the Agreements.

34. Defendant LeClair acted as Plaintiff's financial advisor previously, and Plaintiff relied on this prior relationship along with these representations. Further, the written Agreements, including the express reference to his past positive loan history, were drafted by Defendant LeClair, and must be construed accordingly.

35. Defendants made the false Representations, and concealed the herein referenced material facts with the intent to induce Plaintiff to enter into the Agreements.

36. Plaintiff did not know that Representations were false, and believed them to be true. Plaintiff relied upon the Representations and therefor entered into the Agreements and made the Loans to Defendants.

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FOURTH CAUSE OF ACTION

(Against All Defendants)

(Negligent Misrepresentation)

46. Plaintiff re-alleges and incorporates by reference each and every allegation of Paragraphs 1 through 45, inclusive, hereinabove, as though set forth fully herein.

47. In making the Representations, Defendants had no reasonable grounds to believe the Representations were true, but nevertheless made the Representations with the intent to induce Plaintiff to enter into the Agreements.

48. Plaintiff did not know that the Representations were in fact false, and Plaintiff believed them to be true.

49. Plaintiff reasonably relied upon the Representation, and entered into the Agreements as a proximate result thereof.

50. As a direct and proximate result of the Representations, Plaintiff has suffered damage in an amount to conform to proof at trial, but in no event less than \$77,000.00, or the jurisdictional minimum.

FIFTH CAUSE OF ACTION

(Against All Defendants)

(Unjust Enrichment)

51. Plaintiff re-alleges and incorporates by reference each and every allegation of Paragraphs 1 through 50, inclusive, hereinabove, as though set forth fully herein.

52. Plaintiff entered into under the Agreements with the expectation that: (1) Defendant LeClair would pay the entire loan interest amount monthly on the HELOC, on behalf of Plaintiff; (2) Defendant LeClair would assume responsibility for the entire monthly payment due on the HELOC, and the entire funds/debt used by Plaintiff for college tuition, up to \$75,000.00 of total funds used from HELOC, until the loans and total interest was paid to Plaintiff; and (3) the contracted loan would be repaid in full 8 months from the date of each respective Agreement, but that based on past loans and commission, the Plaintiff was more than likely to receive repayment of funds between six to eight months.

1 53. Plaintiff entered into the Agreements with the expectation that, in return, Defendants
2 would timely tender repayment of the loaned amounts, in accordance with and as specified in the
3 Agreements.

4 54. Defendants, in violation of the Agreements, have refused to repay and continue to
5 refuse to repay the moneys loaned to Defendant LeClair amounting, in principal, to \$69,000.00
6 (“Principal Loan Amount”). Plaintiff’s attempts at contacting LeClair regarding repayment are
7 being ignored. Due to Defendant LeClair’s failure to timely make payments as promised under the
8 Agreements, Plaintiff is thereby under considerably burden of having to repay the Principal Loan
9 Amount, taken from her HELOC funds, plus interest, herself.

10 55. In light of Defendants’ breach of the Agreements, it would be inequitable and
11 unconscionable for Defendants to retain the Principal Loan Amount.

12 56. As of the date of filing this Complaint, Defendants remain in possession of the
13 Principal Loan Amount. Therefore, Defendants will be wrongfully and unjustly enriched by said
14 funds, to the damage of Plaintiff.

15 **SIXTH CAUSE OF ACTION**

16 **(Against All Defendants)**

17 **(Common Counts)**

18 57. Plaintiff re-alleges and incorporates by reference each and every allegation of
19 Paragraphs 1 through 56, inclusive, hereinabove, as though set forth fully herein.

20 58. Since January 2015, Defendants have failed to perform their obligations under the
21 Agreements, including, but not limited to, failing to repay loaned amounts to Plaintiff within the
22 term specified therein, failing to repay the loan interest amount due monthly on behalf of Plaintiff
23 to Nationwide, and failing to assume responsibility for the entire monthly payment due on the
24 HELOC loan, until the moneys loaned under the Agreements plus interest was repaid to Plaintiff.
25 Accordingly, Defendants have, become indebted to Plaintiff for the Principal Loan Amount and
26 interest payable thereunder.

27 59. As a result of Defendants’ breach, Plaintiff was damaged in an amount to be shown
28 according to proof, but in no event less than the amount of \$77,000.00, which is the reasonable

1 value due and unpaid despite Plaintiff's demand, plus attorney's fees and prepaid prejudgment
2 interest.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff demands judgment against Defendants as follows:

- 5 1. For a judgment in favor of Plaintiff on all causes of action asserted herein;
6 2. For an award of general, specific, and punitive damages as Plaintiff shall establish at
7 trial;
8 3. For restitution of all amounts paid to Defendants;
9 4. For all fees and costs, including attorney's fees, allowed by law or by the
10 Agreements;
11 5. For all pre-judgment and post-judgment interest allowed by law or contract on all
12 damages, fees and costs awarded to Plaintiff; and
13 6. For such other and further relief as the Court may deem just and proper.

14
15 Dated: August 13, 2015

DONAHOE & YOUNG LLP

16
17
18 By: 

19 MARK T. YOUNG
20 TAYLOR F. WILLIAMS
21 KRISTEN L. CHIC
Attorneys for Plaintiff
Barbara Lewin an individual

EXHIBIT 1



PERSONAL LOAN FOR PROFIT

September, 30th 2013

FOR VALUE RECEIVED, Jeremy LeClair, CEO of a California corporation with a principal place of business at 19109 W. Catawba Ave. Suite 200 Cornelius, NC 28031 ("Payor"), unconditionally promises to re-pay to the order of Barbara Lewin, [individual maintaining an address at 27723 Heartwood Ct. Valerica, CA 91354 ("Payee"), or at such other place as Payee may hereafter reside, in lawful money of the United States of America regarding the immediately available funds from the Payee's Home Equity Line of Credit (HELOC) from Nationwide Insurance. Payee is granting a personal loan to Payor for an amount of \$40,000.00 (*Forty thousand dollars*) for the benefit of use for 4N1FUND & Insurance Solutions Inc. business, marketing, and employee benefit implementation practices for profit.

The Payee agrees to provide Payor's loan amount to Payor via electronic transfer to: 4N1FUND & Insurance Solutions, Inc. The Payor and Payee further agree that, an initial lump sum loan in the amount of \$10,000.00 (*Ten thousand dollars*) shall be immediately loaned to Payor no later than the date of Friday, September 20th 2013. The Payor and Payee further agree that, the balance of the loan in the amount of \$30,000.00 (*Thirty thousand dollars*) shall be immediately loaned to Payor upon the Payee receiving available funds from the Payee's Home Equity Line of Credit (HELOC) from Nationwide Insurance along with the ability to disburse those funds via electronic means.

The Payee hereby grants all rights and use of the total loaned funds to Payor for business, marketing, and benefit implementation practices for profit.

In exchange for the Payee loaning of the above loan amount to Payor, the ***Payor shall pay the entire loan interest amount due (estimated: \$141.66 - \$177.00)*** monthly on behalf of Payee to Nationwide Insurance. The Payor shall agree to abide by and follow the loan contract between the Payee and Nationwide Insurance, and take care not to cause the contract to default by actions of the Payor. The Payor shall assume responsibility for the entire monthly payment due on the above HELOC loan, and the entire funds/debt used by Payee for college tuition, up to, but not more than \$75,000 of total funds used from HELOC, until the contracted Personal Loan for Profit and total interest is paid to Payee.

The Payor and Payee agree the contracted loan term shall end and be repaid in full 8-months from the date of this contract, but based on past loans and commission, the Payee shall more than likely receive repayment of funds between 6-8 months. Payor and Payee agree that the Payor has the right to make additional payments, and/or repay the funds and interest loaned in their entirety before the HELOC loan expires.

In the Event of Default (as defined below), the Payee has the rights under this contract to implement all or one of the actions outline below to recoup any and all debt, outstanding loan, interest or unsatisfied agreements. The Payor grants all rights, acceptance and agreement of the Payee implementing the below actions in the event of default, in order to enforce the repayment of outstanding debt of this Note. (1.) The Payee can chose to place a lien against the Payor's residence or property, currently 8721 Cherry Blossom Lane Cornelius, NC 28031, or at such other place as Payor may reside or personally

own or corporately own. (2.) The Payee can choose to receive an appropriate amount of stock options from the valuated debt and company assets of 4NIFUND & Insurance Solutions Inc. (4NIFUND), without the approval or acceptance of 4NIFUND board members or senior executives or managing partners. In the event of default, the valuation of 4NIFUND will determined on the date of default. (3.) The Payee shall be allowed to implement any necessary action, following California State and Federal law, to force the sale or the Payor's personal assets, property, business interest and is granted rights to 35% of Payor's future earnings until the debt is repaid.

This contract may be prepaid, in whole or in part, without premium or penalty, at the election of Payor at any time; provided that each such prepayment shall be accompanied by all interest that has accrued and remains unpaid. Partial prepayments of principal shall be applied to scheduled payments of principal in the inverse order of their maturity.

Except as expressly set forth herein, Payor hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever. The non-exercise by Payee of any of his rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance. Payor shall pay on demand all out-of-pocket costs and expenses of collection, including reasonable attorneys' fees, incurred or paid by Payee in enforcing this Note.

Any notices required under this contract shall be sent to the address set forth above, by certified mail return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight or international courier, and shall be deemed received five (5) days after posting, if sent by certified mail and one (1) day after delivery to an overnight courier, if so delivered and the day of delivery if hand delivered.

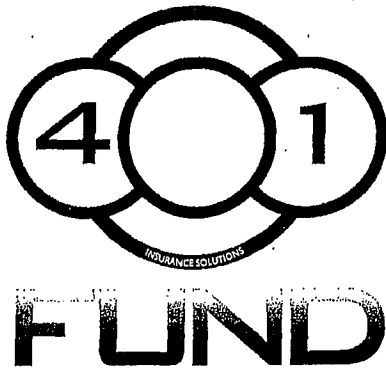
This contract may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Payor or the Payee, but only by an agreement in writing signed by Payor and Payee. This contract shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflicts of law principles thereof. This contract may be enforced solely in, and in connection with, any action or proceeding arising out of or relating to the transactions contemplated hereby. Payor irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts of located in Los Angeles, California. Whenever used herein, the words "Payor" and "Payee" shall include their respective successors, heirs, executors and administrators. This Note shall be binding on Payor and its successors and assigns, and shall inure to the benefit of Payee and his, her or its successors and assigns.

IN WITNESS WHEREOF, Payor and Payee has executed this contract to be effective as of the day and year written below. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and hereby supersedes any and all prior agreements, written or oral, regarding this Agreement and it's contents.

DocuSigned by:
Barbara Lewin 09- -13
Barbara Lewin... Date
9/18/2013

DocuSigned by:
Jeremy Uclair 09- -13
Jeremy Uclair Date
9/18/2013

EXHIBIT 2



PERSONAL LOAN FOR PROFIT

AMENDED with Addition of \$9,000.00

December, 31st 2013

FOR VALUE RECEIVED, Jeremy LeClair, CEO of a California corporation with a principal place of business at 19109 W. Catawba Ave. Suite 200 Cornelius, NC 28031

("Payor"), unconditionally promises to re-pay to the order of Barbara Lewin, [individual maintaining an address at 27723 Heartwood Ct. Valencia, CA 91354 ("Payee"), or at such other place as Payee may hereafter reside, in lawful money of the United States of America regarding the immediately available funds from the Payee's Home Equity Line of Credit (HELOC) from Nationwide Insurance. Payee is granting a personal loan to Payor for an amount of \$49,000.00 (*Forty-nine thousand dollars*) for the benefit of use for 4N1FUND & Insurance Solutions Inc. business, marketing, and employee benefit implementation practices for profit.

The Payee agrees to provide Payor's loan amount to Payor via electronic transfer to: 4N1FUND & Insurance Solutions, Inc. The Payee hereby grants all rights and use of the total loaned funds to Payor for business, marketing, and benefit implementation practices for profit.

In exchange for the Payee loaning of the above loan amount to Payor, the *Payor shall pay the entire loan interest amount due (estimated: \$141.66 - \$180.00)* monthly on behalf of Payee to Nationwide Insurance. The Payor shall agree to abide by and follow the loan contract between the Payee and Nationwide Insurance, and take care not to cause the contract to default by actions of the Payor. The Payor shall assume responsibility for the entire monthly payment due on the above HELOC loan, and the entire funds/debt used by Payee for college tuition, up to, but not more than \$75,000 of total funds used from HELOC, until the contracted Personal Loan for Profit and total interest is paid to Payee.

The Payor and Payee agree the contracted loan term shall end and be repaid in full 8-months from the date of this contract, but based on past loans and commission, the Payee shall more than likely receive repayment of funds between 6-8 months. Payor and Payee agree that the Payor has the right to make additional payments, and/or repay the funds and interest loaned in their entirety before the HELOC loan expires.

In the Event of Default (as defined below), the Payee has the rights under this contract to implement all or one of the actions outline below to recoup any and all debt, outstanding loan, interest or unsatisfied agreements. The Payor grants all rights, acceptance and agreement of the Payee implementing the below actions in the event of default, in order to enforce the repayment of outstanding debt of this Note. (1.) The Payee can chose to place a lien against the Payor's residence or property, currently 8721 Cherry Blossom Lane Cornelius, NC 28031, or at such other place as Payor may reside or personally own or corporately own. (2.) The Payee can choose to receive an appropriate amount of stock options from the valuated debt and company assets of 4N1FUND & Insurance Solutions Inc. (4N1FUND), without the approval or acceptance of 4N1FUND board members or senior executives or managing partners. In the event of default, the valuation of 4N1FUND will determined on the date of default. (3.) The Payee shall be allowed to implement any necessary action, following California State and Federal

law, to force the sale or the Payor's personal assets, property, business interest and is granted rights to 35% of Payor's future earnings until the debt is repaid.

This contract may be prepaid, in whole or in part, without premium or penalty, at the election of Payor at any time; provided that each such prepayment shall be accompanied by all interest that has accrued and remains unpaid. Partial prepayments of principal shall be applied to scheduled payments of principal in the inverse order of their maturity.

Except as expressly set forth herein, Payor hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever. The non-exercise by Payee of any of his rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance. Payor shall pay on demand all out-of-pocket costs and expenses of collection, including reasonable attorneys' fees, incurred or paid by Payee in enforcing this Note.

Any notices required under this contract shall be sent to the address set forth above, by certified mail return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight or international courier, and shall be deemed received five (5) days after posting, if sent by certified mail and one (1) day after delivery to an overnight courier, if so delivered and the day of delivery if hand delivered.

This contract may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Payor or the Payee, but only by an agreement in writing signed by Payor and Payee. This contract shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflicts of law principles thereof. This contract may be enforced solely in, and in connection with, any action or proceeding arising out of or relating to the transactions contemplated hereby. Payor irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts of located in Los Angeles, California. Whenever used herein, the words "Payor" and "Payee" shall include their respective successors, heirs, executors and administrators. This Note shall be binding on Payor and its successors and assigns, and shall inure to the benefit of Payee and his, her or its successors and assigns.

IN WITNESS WHEREOF, Payor and Payee has executed this contract to be effective as of the day and year written below. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and hereby supersedes any and all prior agreements, written or oral, regarding this Agreement and it's contents.

DocuSigned by:
Barbara Lewin 1/15/2014
Barbara Lewin... Date

DocuSigned by:
Jeremy Leclair 1/14/2014
Jeremy Leclair... Date

EXHIBIT 3

April 24, 2015

BARBARA JEAN LEWIN
27723 HEARTWOOD CT
VALENCIA CA 91354-1474

Re: Account Ending in 2500

Dear Member,

The enclosed check for \$1,014.78 is being returned to you for the following reason:

NSF

Your account has been debited for the check amount, and a returned item fee in the amount of \$29.00 has been assessed. If you have any questions, please call (800) 328-5328. Our member service center is available to serve you weekdays 6 a.m. to 8 p.m. and Saturday 8 a.m. to 5 p.m., Pacific Time.

Sincerely,

Electronic and Card Services

322274187
04/24/2015
18000006

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON-A
NOT SUFFICIENT FUNDS

2500 \$/9

018000006
018000006
04/24/2015
0322274187

NSF

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

66-19530 NC

Jeremy LeClair
8721 Cherry Blossom Ln
Cornelius NC 28031

Bank of America
20005 W. Catawba Ave.
Cornelius NC 28031

684

Date 4-17-15

\$ 1,014.78

Pay to the Order of Barbara Lewin
One Thousand - fourteen dollars and 78/100 Dollars

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT(S):

Feb Payment	497.29
March Payment	527.49

[Signature]

⑆ 2200066 ⑆ ⑆ 18 0684