

03/12/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. De Luna Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

PEOPLE OF THE STATE OF CALIFORNIA,
by and through MARY C. WICKHAM,
County Counsel for the County of Los
Angeles,

Plaintiffs,

v.

VAN NUYS FINANCIAL, a business;
MASTER FINANCIAL OF CALIFORNIA,
INC., a corporation dba MASTER
FINANCIAL 2000; FLEETWOOD
FINANCIAL, a business, JOHN EVA
SUTTON aka JASON SMITH, an individual;
MARK ZOHAR SUTTON aka ZOHAR
SUTTON, an individual; ROY GADRI, an
individual; RACHEL SUTTON, an individual;
MARCIA SMITH, an individual; AND DOES
1 THROUGH 25, inclusive,

Defendants.

CASE NO. 19STCV16670

**~~PROPOSED~~ FINAL JUDGMENT AND
INJUNCTION PURSUANT TO
STIPULATION AND STIPULATION**

Dept.: 52

Judge: Hon. Armen E. Tamzarian

Action Filed: May 14, 2019

WHEREAS, Plaintiff THE PEOPLE OF THE STATE OF CALIFORNIA (hereinafter, the "People") brought the above-entitled civil law enforcement action against Defendants JOHN EZRA SUTTON; MARK ZOHAR SUTTON aka ZOHAR SUTTON; and RACHEL SUTTON (hereinafter, "Defendants"), for violations of the False Advertising Law (Bus. & Prof. Code § 17500 *et seq.*), as described in the Complaint on file with the Court.

WHEREAS, the People, acting by and through their attorney, Rodrigo A. Castro-Silva, Los Angeles County Counsel, and Defendants, acting by and through their attorney, Craig P. Fagan, have entered into a written stipulation providing for entry of judgment in the Plaintiff's favor on the terms set forth in the stipulation ("Stipulation"); and

The Court having considered the matter and being fully advised therein;

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IT IS HEREBY ADJUDGED, ORDERED, AND DECREED THAT:

- 1. The People shall have Judgment entered against Defendants on the terms provided in the Stipulation, filed with the Court on March 8, 2021, and attached to this Judgment as "Exhibit 1" and fully incorporated herein as if set forth in its entirety.
- 2. The Court shall retain jurisdiction for ten (10 years) over the Parties, pursuant to Code of Civil Procedure § 664.6, to enable any party to apply to the Court at any time for such further orders and direction as may be necessary and appropriate to enforce the Judgment or to modify or dissolve the Injunction as the interests of justice may require.

DATED: 03/12/2021



Armen Tamzarian

Honorable Armen E. Tamzarian
Armen Tamzarian / Judge
Judge of the Superior Court

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EXHIBIT 1
STIPULATION FOR FINAL JUDGMENT AND INJUNCTION

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

PEOPLE OF THE STATE OF CALIFORNIA,
by and through MARY C. WICKHAM,
County Counsel for the County of Los
Angeles,

Plaintiffs,

v.

VAN NUYS FINANCIAL, a business;
MASTER FINANCIAL OF CALIFORNIA,
INC., a corporation dba MASTER
FINANCIAL 2000; FLEETWOOD
FINANCIAL, a business, JOHN EVA
SUTTON aka JASON SMITH, an individual;
MARK ZOHAR SUTTON aka ZOHAR
SUTTON, an individual; ROY GADRI, an
individual; RACHEL SUTTON, an individual;
MARCIA SMITH, an individual; AND DOES
1 THROUGH 25, inclusive,

Defendants.

CASE NO. 19STCV16670

**STIPULATION FOR FINAL JUDGMENT
AND INJUNCTION**

Dept.: 52

Judge: Hon. Armen E. Tamzarian

Action Filed: May 14, 2019

1 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA (hereinafter, "People"),
2 through their attorney, Rodrigo A. Castro-Silva, Los Angeles County Counsel, and Defendants
3 JOHN EZRA SUTTON; MARK ZOHAR SUTTON aka ZOHAR SUTTON; and RACHEL
4 SUTTON (hereinafter, "Defendants"), through their attorney, Craig P. Fagan, agree and stipulate
5 that a Final Judgment and Injunction Pursuant to Stipulation ("Final Judgment") shall be entered in
6 the above-entitled action in favor the People pursuant to the terms of this Stipulation for Final
7 Judgment and Injunction ("Stipulation"). The People and Defendants also are sometimes
8 collectively referred to herein as the "Parties" and individually as a "Party."

9 The Parties hereby stipulate to the entry of the Judgment prior to the taking of any proof
10 and without trial or adjudication of any issue or fact or law in this Action, and without the terms of
11 the Judgment or any statements herein constituting any evidence against, or any admission of
12 liability or wrongdoing by, any Party regarding any such issue of fact or law, as follows:

13 **I. JURISDICTION**

14 This Court has jurisdiction over the subject matter of and by agreement each of the parties
15 to this action. The Complaint states a claim upon which relief may be granted against Defendants
16 under the False Advertising Law (Bus. & Prof. Code § 17500 *et seq.*).

17 **II. DEFINITIONS**

18 As used in this Final Judgment:

- 19 A. "People" refers to the Plaintiff, People of the State of California.
20 B. "County Counsel" refers to the Office of County Counsel, County of Los Angeles.
21 C. "DCBA" refers to the County of Los Angeles, Department of Consumer and
22 Business Affairs.
23 D. "Defendants" refers to John Ezra Sutton; Mark Zohar Sutton aka Zohar Sutton; and
24 Rachel Sutton.
25 E. "Van Nuys Financial" refers to Defendants' business and includes all other
26 fictitious business names of related business entities, whether incorporated or not, including but
27 not limited to: Master Financial California, Inc., Master Financial 2000, and Fleetwood Financial.

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1 F. "You" and "Your" refers to Defendants, their agents, attorneys, insurance carriers,
2 investigators, and anyone else acting on Defendants' behalf.

3 G. "Client" and "Clients" refers to any and all clients, customers, and assignors,
4 including all judgment creditors who assigned their judgment to Defendants.

5 H. "Claimant" and "Claimants" refers to any clients who alleged that they entered into
6 written contracts with Defendants to assign their monetary court judgments over to Defendants
7 and that Defendants failed to pay them a specified share of funds collected from the court
8 judgments, as required by the written contract, and who filed a consumer complaint in a manner
9 specified in Section VIII.

10 I. "Claim Form" refers to a form, drafted by DCBA, that a Claimant may submit as
11 specified in Section VIII.

12 **III. APPLICABILITY**

13 A. This Final Judgment applies to both the People and Defendants, as defined above,
14 and their respective successors, assignees, officers, employes, partners, agents and representatives,
15 with actual or constructive knowledge of this Final Judgment, but excluding their attorneys
16 providing legal counsel and not acting on behalf of Defendants or Van Nuys Financial in a
17 business capacity or as officers or employees of Defendants or Van Nuys Financial.

18 B. The People and Defendants, by their respective attorneys, have stipulated to the
19 entry of this Final Judgment without trial or adjudication of any issue of fact or law. This Final
20 Judgment is not, nor shall any of the terms, provisions or anything therein constitute, any evidence
21 against, an admission of liability by, or an estoppel by a third party against, any Party to this
22 Stipulation and Final Judgment. The Stipulation and Final Judgment shall not be construed to
23 represent an admission of any type by Defendants. Defendants expressly do not waive any
24 personal jurisdiction defenses it may have in any other case nor does it concede for purposes of
25 any other case that California's False Advertising Law may be given extraterritorial application.

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IV. INJUNCTION – PROHIBITORY TERMS

A. Effective upon entry of this Final Judgment, Defendants, and all officers, employees, representatives, persons, corporations, independent consultants, consultants, or other entities acting by, through, under, in conjunction with, in participation with, or on behalf of said Defendants, or any of them, are hereby permanently enjoined and restrained under Business and Professions Code Sections 17535 as herein provided in connection with Defendants' business of: (1) offering, through advertisements, solicitation letters, telephone calls, or other means, to recover monetary court judgments on behalf of consumers or clients who are awarded such court judgments, primarily in Small Claims Court; and (2) negotiating and entering into written contracts with such consumers or clients to assign their monetary court judgments over to Defendants in exchange for a specified share of funds collected from the judgments.

B. Defendants, and all officers, employees, representatives, persons, corporations, independent consultants, consultants, or other entities acting by, through, under, in conjunction with, in participation with, or on behalf of said Defendants, or any of them, are permanently enjoined and restrained from engaging in any violations of the law, including the following:

1. Making or authorizing in any manner or by any means whatever any statement to a client, written or oral, which is untrue or misleading, and which if known, or which by the exercise of reasonable care should be known, to be untrue or misleading.

2. Violating Business and Professions Code section 17500 *et seq* by disseminating any false and misleading statements, written or oral:

a. to induce potential clients or consumers to assign monetary court judgments over to Defendants;

b. regarding the payment to clients of any shares of funds that Defendants have collected from monetary court judgments, including any false and misleading statements relating to: (1) the terms of any payment; (2) the amount of any payment; or (3) the timing, frequency, or date of any payment;

1 c. regarding the regularity or frequency of contacts that Defendants
2 have with clients (whether by letter, telephone, or email) as to the status of the enforcement of
3 monetary court judgments or the status of the payment of funds collected from such judgments.

4 3. Failing to notify any client that Defendants successfully have enforced the
5 client's monetary court judgment;

6 4. Failing to pay to clients any share of funds that Defendants have collected
7 from monetary court judgments, in violation of assignment contracts that Defendants have entered
8 into with clients.

9 **V. INJUNCTION – MANDATORY TERMS**

10 A. Effective upon entry of this Final Judgment, Defendants, all officers, employees,
11 representatives, persons, corporations, independent consultants, consultants, or other entities
12 acting by, through, under, in conjunction with, in participation with, or on behalf of said
13 Defendants, or any of them, are hereby required to do the following:

14 1. Notify, within thirty (30) days of successfully enforcing and collecting on a
15 monetary court judgment, the client who has assigned that monetary judgment;

16 2. Pay to clients the share of funds that Defendants have collected from
17 monetary court judgments, as required by assignment contracts with those clients, within thirty
18 (30) days of successfully enforcing and collecting on such judgments;

19 3. Instruct their employees and agents not to engage in, and shall prohibit their
20 employees and agents from engaging in, practices prohibited by this Final Judgment;

21 4. Provide all existing senior management employees, officers, directors,
22 employees, and all future hires for such positions, for a period of (10) years from the effective
23 date of this Final Judgment, with a copy of this Final Judgment;

24 5. Implement, and make known to their employees and agents, a policy of
25 discipline, including termination, of any employee or agent who engages in practices prohibited by
26 this Final Judgment;

27 6. Maintain and keep for a period of ten (10) years from the effective date of
28 this Final Judgment, and provide to the Los Angeles County Department of Consumer and

1 Business Affairs (hereinafter "DCBA"), twice a year, beginning on February 15, 2022, then on
2 August 15, 2022, and on the same date each year thereafter, the following records:

3 a. Records of all letters, internet sites, and telephone calls soliciting
4 clients to assign to Defendants their monetary court judgments;

5 b. Records of all contracts or agreements in which clients assigned to
6 Defendants their rights to monetary court judgments;

7 c. Records of all monetary court judgments that Defendants have
8 enforced and/or collected money on;

9 d. Records of all written notifications to clients that Defendants have
10 collected on the judgment;

11 e. Records of all payments of the share of funds collected from a
12 monetary court judgment, as required by any assignment contracts with clients;

13 f. Records of all written communications, including telephone calls,
14 emails, or letters, that describe the regularity or frequency of contacts that Defendants have with
15 clients;

16 7. Permit duly authorized representatives of the People, the County Counsel,
17 and/or DCBA, at reasonable times and places, and upon at least ten (10) business days written
18 notice to Defendants and their counsel, to interview Defendants, and their employees, agents, or
19 representatives, in the presence of their counsel, regarding Defendants' compliance with this Final
20 Judgment, and to examine and copy appropriate and relevant books and records of Defendants'
21 business concerning compliance with this Final Judgment.

22 B. Effective upon entry of this Final Judgment, Defendants shall :

23 1. Investigate and respond to, within sixty (60) days, all complaints from
24 clients or consumers;

25 2. Keep a record of all complaints from clients and consumers. In keeping
26 such records of complaints, Defendants shall:

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1 a. Develop and implement, within sixty (60) days of the effective date
2 of this Final Judgment, a written policy and system for documenting such client or consumer
3 complaints;

4 b. Provide, twice a year, commencing on August 1, 2021, by the 15th
5 day of every February and the 15th day of every August, copies of all such complaints, responses,
6 and related business records to DCBA;

7 c. Maintain such complaints, responses, and related records for a
8 period of ten (10) years from the effective date of this Final Judgment.

9 **VI. VIOLATION OF INJUNCTION**

10 A. If, prior to the expiration of the Final Judgment, Defendants violate any term of the
11 Stipulation or Final Judgment, Defendants shall be deemed to have admitted all allegations of the
12 People's Complaint for Civil Penalties, Injunctive Relief and Other Equitable Relief, filed on May
13 14, 2019, and the Court shall remove any suspension and impose the \$20,000 in civil penalties
14 described in Section VII of this Final Judgment, and the People may move for additional
15 injunctive terms, including but not limited to, additional civil penalties, additional injunctive
16 terms, more stringent oversight of Defendants' business, and/or temporary suspension of
17 Defendants' business.

18 B. If, upon proof of any false or misleading statements by Defendants, or proof of any
19 failure by Defendants to provide any records required by Section V.A.6., V.A.7., and Section
20 V.B., above, the People may move, and the Court may order, in addition to any remedies set forth
21 above in Section VI.A.: (a) permanent cessation of Defendants' business; and (b) additional civil
22 penalties, in an amount determined by the Court, pursuant to the False Advertising Law, section
23 17500 *et seq.*

24 C. In the event that the People assert that Defendants have violated any term of the
25 Stipulation or Final Judgment, the People may, at their sole discretion, support their application to
26 the Court solely and exclusively by sworn declaration by attorneys of the Office of the County
27 Counsel and/or by investigators of DCBA; the Parties agree that no other form of proof shall be
28 required, and that Defendants expressly waive any right to a hearing.

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VII. CIVIL PENALTIES

Effective upon entry of this Final Judgment, the Court shall impose civil penalties in the amount of \$20,000.00, with the full amount to be suspended unless and until there is a violation of any terms of this Stipulation or Final Judgment.

VIII. RESTITUTION

A. Each client of Defendant (hereinafter, "Claimant") who claims that they entered into a written contract with Defendants, or with their business known as Van Nuys Financial, to assign their monetary court judgments over to Defendants, and who claim that Defendants or Van Nuys Financial failed to pay Claimant a specified share of funds collected from the court judgments, as required by the written contract, shall be entitled to restitution, on a pro rata basis, if he or she submits a Claim Form in the manner proscribed below.

B. Defendants shall, within sixty (60) days after entry of this Final Judgment, provide to DCBA a list of Claimants described in Section VIII.A., above, together with their address, other contact information, and the amount that Defendants contend they owe each Claimant in restitution. This list shall be supported by a sworn declaration by one or more Defendants, attesting that such persons constitute the complete list of such Claimants. In providing this information, any intentional misrepresentation or omission by Defendants regarding such Claimants' right to restitution and/or the amount shall be deemed a violation of this Final Judgment.

C. DCBA shall provide, via mail and (where possible) email, a "Notice of Restitution" and a Claim Form within ninety (90) days after the entry of Final Judgment, to the last known address of the following potential Claimants:

1. Claimants who have filed a consumer complaint with DCBA regarding Defendants' business. By entering into this Stipulation and Final Judgment, Defendants hereby admit that DCBA has verified these Claimants' right to restitution and its amount, that each Claimant's claim is true and correct, and that Defendants have waived any right to challenge any claim for restitution by these Claimants.

2. Claimants set forth pursuant to VIII.B, above.

1 D. The form and content of the "Notice of Restitution" and Claim Form shall:

2 1. Reference this Final Judgment;

3 2. Instruct each Claimant that in order to be entitled to restitution the Claim
4 Form must be completed and postmarked by mail, or transmitted via email to DCBA, no later than
5 sixty (60) days from the date of mailing or emailing of the Notice of Restitution.

6 3. Instruct each Claimant that the Claim Form shall include a completed and
7 signed affidavit, under penalty of perjury, establishing that the Claimant is a client of Defendants
8 and that Defendants owe the Claimant a specified amount in restitution.

9 4. Advise each Claimant that he or she may not receive restitution in the full
10 amount that they claim. This is because the total value of restitution owed to all Claimants may
11 exceed the amount of the restitution fund, and, accordingly, the amount of restitution paid to each
12 Claimant may be reduced pro rata.

13 5. Advise each Claimant that in exchange for accepting the payment of
14 restitution specified in the Claim Form under this Final Judgment, he or she is required to execute
15 the Release incorporated on the enclosed Claim Form and that, by executing the Release, the
16 Claimant is giving up any rights or remedies he or she may have against Defendants arising out of
17 or related to any alleged false or misleading statements or omissions of Defendants in connection
18 with their assignment of monetary court judgments to Defendants, or who claim that Defendants
19 failed to pay him or her a specified share of funds collected from those court judgments

20 6. Advise each Claimant to consult with an attorney in the event that he or she
21 has any questions about whether execution of the Release is in his or her best interest.

22 7. Instruct each Claimant to return the Claim Form by mail to: Rose
23 Basmadzhyan, County of Los Angeles, Department of Consumer and Business Affairs, Kenneth
24 Hahn Hall of Administration, 500 W. Temple St., Room B-96, Los Angeles, California 90012-
25 2713, vbasmadzhyan@dcba.lacounty.gov.

26 E. Claimants shall have sixty (60) days from the date of DCBA's mailing or emailing
27 of the Notice of Restitution to return the Claim Form to DCBA. DCBA shall accept Claims Forms
28 that are postmarked within those sixty (60) days.

1 F. Persons who are exempt from the restitution provisions herein shall include:
2 persons to whom restitution has already been made; persons with complaints that have already
3 been resolved by mediation, judicial arbitration or trial; persons with complaints that were directly
4 resolved by Defendants in which Defendants have paid restitution pursuant to contract.
5 Defendants shall be responsible for proving a Claimant to be ineligible to receive restitution.

6 G. In the case of a dispute involving a Claimant's right to restitution or the amount of
7 restitution owed to such a Claimant, DCBA may require Claimants and/or Defendants to submit
8 documents and/or sworn statements. DCBA shall have the sole right and discretion to determine a
9 Claimant's right to restitution, and the amount of restitution owed to the Claimant. Any
10 determination by DCBA shall be binding. By entering into this Stipulation and Final Judgment,
11 Defendants waive any right to contest DCBA's determination of a particular Claimant's
12 entitlement to restitution or its amount.

13 H. Defendants shall pay \$60,000.00 in restitution, at an interest rate of 3 percent
14 annually, amortized over a period of 120 months (10 years), by a monthly payment of \$579.36, to
15 be payable on the first day of each month, with the first payment due February 1, 2022. Payments
16 shall be by check made out to the County of Los Angeles, and shall reference the Van Nuys
17 Financial Restitution Fund in the memo section, and be sent to the following address:

18 Rose Basmadzhyan
19 LA County Department of Consumer and Business Affairs
20 Kenneth Hahn Hall of Administration
21 500 W. Temple St., Room B-96
22 Los Angeles, California 90012-2713
23 Attn: Van Nuys Financial Restitution Fund

24 I. DCBA shall have the sole discretion to determine the amount and method of
25 payment to each Claimant. A Claimant shall have no right to restitution beyond the amount he or
26 she is owed. In the event that the total value of restitution owed to Claimants exceeds the amount
27 available for payment, the amount of restitution owed to each Claimant shall be reduced pro rata.

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IX. NOTICE

For purposes of this Final Judgment, any notice or other communication to the People shall be given to the persons at the addresses set forth below (or to such other addresses the Parties may specify in writing by providing notice at the addresses listed below):

For the People:

Joseph Mellis
Deputy County Counsel
County of Los Angeles, Office of County Counsel
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 648
Los Angeles, California 90012-2713
jmellis@counsel.lacounty.gov

Rose Basmadzhyan
Department of Consumer and Business Affairs
Kenneth Hahn Hall of Administration
500 W. Temple St., Room B-96
Los Angeles, California 90012-2713
vbasmadzhyan@dcba.lacounty.gov

For Defendants:

Craig P. Fagan
Law Offices of Craig P. Fagan
8030 La Mesa Blvd # 94
La Mesa, California 91942-0335
cpfagan@faganlegal.com

Notice pursuant to this Final Judgment, or pursuant to any terms therein, shall be given by mail (which shall constitute the official notice) with a courtesy copy by email.

X. RETENTION OF JURISDICTION

Court to maintain jurisdiction for a period of ten (10) years from the date of entry of this Final Judgment. The parties may apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, including to enforce compliance with it, and to punish violations of its provisions, pursuant to Business and Professions Code section 17535, insofar as the Court retains jurisdiction pursuant to this paragraph.

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XI. OTHER SETTLEMENT TERMS

A. Any successor statute or renumbered statute shall have the same force and effect as the statutes cited in this Judgment.

B. Except as otherwise provided herein, each Party shall bear its own costs, including attorneys' fees.

C. The payments required pursuant to this Judgment are not dischargeable in bankruptcy.

D. Defendants hereby declare the following under penalty of perjury:

- 1. Defendants have no employees in their business operation other than themselves;
- 2. Defendant John Ezra Sutton's middle name is Ezra, not Eva; Eva is the first name of John Ezra Sutton's wife and she has no involvement in Defendants' business operations.
- 3. Defendant John Ezra Sutton has never used the name John Smith as an alias;
- 4. Roy Gadri does not live in the United States and he has no connection to Defendants' business operations; and
- 5. Pursuant to section VIII.B. and VIII.C.2, above, Defendants have no knowledge of any Claimants other than those Claimants described in VIII.C.1.

XII. EFFECT AND ENTRY

A. This Final Judgment is a final and binding resolution and settlement of all claims, violations or causes of action alleged by the People in the Complaint.

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1 B. Nothing in this Final Judgment shall relieve Defendants of their obligations to
2 comply with any applicable laws, statutes or regulations, including amendments thereto.

3 C. Nothing in this Final Agreement shall be construed to preclude or estop any other
4 agency besides the County Counsel, from prosecuting any action, whether civil or criminal,
5 arising from Defendants' business.

6 D. This Final Judgment shall take effect immediately upon entry hereof.

7
8 IT IS SO STIPULATED.

9 RODRIGO A. CASTRO-SILVA
County Counsel

10
11 Dated: 3-2-21

By: 

JOSEPH MELLIS
Deputy County Counsel
Attorneys for Plaintiff
THE PEOPLE OF THE STATE OF CALIFORNIA

12
13
14 Dated: 2-8-21

By: 

CRAIG P. FAGAN
Attorney for Defendants JOHN EVA SUTTON aka
JASON SMITH; MARK ZOHAR SUTTON aka
ZOHAR SUTTON, and RACHEL SUTTON

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17 Dated: 02/08/21

By: 

JOHN EZRA SUTTON
Defendant

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By: 

MARK ZOHAR SUTTON
Defendant

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22 Dated: 02/08/21

By: 

RACHEL SUTTON
Defendant