

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Yolanda Orozco

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7 Attorney for Plaintiffs Paramount Investigative Services, Inc.
8 and Kenneth Childs

9
10
11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**
13 **STANLEY MOSK COURTHOUSE**

| | | | |
|----|-----------------------------------|---|---------------------------------|
| 14 | PARAMOUNT INVESTIGATIVE SERVICES, |) | UNLIMITED CIVIL 22STCV15330 |
| 15 | INC., and KENNETH CHILDS, |) | VERIFIED COMPLAINT DAMAGES FOR: |
| 16 | Plaintiffs |) | 1.) Theft by Deception; |
| 17 | |) | 2.) Intentional |
| 18 | |) | Misrepresentation; |
| 19 | vs |) | 3.) Business Disparagement; |
| 20 | IRIS AU, DREAM AGENCY, INC., |) | 4.) Unfair Business Practices |
| 21 | VURG.COM, ZORT, INC. and DOES 1 |) | (California Business & |
| 22 | through 10, |) | Professions Code §17000, |
| 23 | Defendants |) | et seq); and |
| | |) | 5.) Intentional Infliction of |
| | |) | Emotional Distress |

24
25 **COME NOW, the PLAINTIFFS,** by and through their
26 undersigned counsel, and allege as follows:

27 **I. PARTIES**

28
1. Plaintiff, Paramount Investigative Services, Inc.
("PARAMOUNT"), is a California corporation with its primary
place of business at 633 W. Fifth Street, Los Angeles, CA.

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1 PARAMOUNT is duly licensed by the California Secretary of
2 State, Bureau of Investigative Services. PARAMOUNT'S
3 primary business is providing investigative and security
4 services.
5

6 2. Plaintiff Kenneth Childs ("CHILDS") is PARAMOUNT'S
7 Qualified Manager and CEO, duly licensed by the California
8 Secretary of State, Bureau of Investigative Services.
9

10 Collectively PARAMOUNT and CHILDS are referred to herein as
11 PLAINTIFFS.
12

13 3. Defendant Iris Au ("AU") is an individual who has
14 been previously employed as a real estate agent. She is
15 believed to be in her mid to late 30s. AU has no known
16 financial expertise, training, or meaningful experience in
17 finance, personal or corporate investments or
18 cryptocurrency.
19

20 4. Dream Agency, Incorporated ("DREAM") is a
21 California corporation. In its California Secretary of
22 State Statement of Information, filed on March 29, 2022,
23 DREAM'S corporate purpose is described as a "marketing
24 agency." The Statement of Information identifies AU as the
25 Chief Executive Officer, Secretary, Chief Financial
26 Officer, and sole Director and as DREAM'S agent for service
27 of process. Its corporate headquarters is listed as 1048
28 Irvine Ave. #373, Newport Beach, CA 92660. That address is

1 in a strip mall. Public records list the tenant for unit
2 373 as Tower Management, Inc., not DREAM or AU. The
3 California Secretary of State database shows no active
4 corporation named Tower Management.
5

6 5. The Defendant VURG.COM'S ("VURG") website describes
7 itself as "a peer to peer marketplace where users can buy,
8 sell and store popular cryptocurrencies." VURG's website
9 states that it is based in Newport Beach, CA. No specific
10 address for VURG is shown on its website. VURG'S website
11 identifies AU as the "founder and CEO." The Secretary of
12 State database shows no business listing for VURG. The
13 website Instagram revealed that as of April 12, 2022, VURG
14 had 775 followers and oddly lists its location as "The
15 Moon." PLAINTIFFS allege that VURG is a d/b/for AU.
16
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19

20 6. Defendant ZORT, Inc. ("ZORT") is a Delaware
21 Corporation which lists its primary place of business as
22 California. ZORT claims to be a software platform which
23 allows subscribers to trade in cryptocurrencies. IZA holds
24 himself out as the "founder and CEO" of ZORT.
25

26 7. DOES 1 through 10 are persons or entities whose
27 exact identities are unknown but are believed to have
28 aided, abetted, assisted, and conspired with the named
DEFENDANTS. As the DOES' exact identities become known,
they will be added as named Defendants. AU, DREAM and VURG

1 and the DOES are jointly referred to as the DEFENDANTS
2 unless expressly stated otherwise.
3

4 II. NON-PARTY CONSPIRATORS

5 8. Non-party conspirator Adam Iza ("IZA") is an
6 individual who resides in Los Angeles County. He is
7 believed to be in his late 20s. IZA also uses various
8 aliases including Adam Zort, Adam Asaad Iza and Ahmed Faiq.
9 IZA'S true surname is not currently known to Plaintiffs,
10 although his birth name is believed to be Ahmed Faiq. For
11 purposes of this complaint, however, he will be referred to
12 as "IZA." It is believed that IZA has no legitimate job or
13 source of earned income and lives off various schemes
14 related to cryptocurrency fraud. IZA has no known financial
15 expertise, training, or meaningful experience in finance,
16 personal or corporate investments or cryptocurrency. IZA
17 conspired with others whose roles in the conspiracy are not
18 fully known at this time. Therefore, IZA and those
19 individuals will be collectively referred to as the
20 CONSPIRATORS unless expressly stated to the contrary.
21
22
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25

26 9. AU and IZA reside together at 277 St. Pierre Road,
27 Los Angeles, California, along with AU's mother and AU's
28 children from other relationships. At least one Internet
real estate listing service estimates the value of their
current residence at \$28 million.

1 to access Bitcoin funds belonging to IZA and ZORT which IZA
2 valued at \$1,000,000,000 (one billion dollars USD).

3
4 14. IZA told CHILDS that he wanted PARAMOUNT to locate
5 ZELOCCHI for the purpose of aiding IZA to assist law
6 enforcement in arresting ZELOCCHI and retrieving the stolen
7 laptop. IZA told CHILDS that time was of the essence and
8 that he wanted PARAMOUNT to conduct a multiple-investigator
9 24/7 surveillance of ZELOCCHI and to identify and follow
10 anyone associated with ZELOCCHI.
11
12

13 15. Based on the representations made by IZA and IZA'S
14 claims about ZELOCCHI, CHILDS agreed to assist IZA. On
15 November 25, 2021, IZA and PARAMOUNT signed a written
16 Services Agreement, a copy of which is attached hereto as
17 Exhibit A.
18
19

20 16. The Agreement contains the following material
21 provision under the heading "Scope of Services":
22

23 "The Agency [PARAMOUNT] has been hired by Client to
24 perform surveillance and try to establish [in] what
25 apartment this person [ZELOCCHI] resides. We are to
26 follow this person and contact the client to assist
with the possible arrest or confrontation for Adam's
electronic devices"

27 17. The Agreement also contains the following material
28 provision under the heading "Warranties/Guarantees":

"The Client warrants and guarantees that: (a) it has
retained the Agency's services **solely and exclusively**
for the reasons described above [Scope of Services] ...
and (c) the Client agrees to use the results of the

1 Agency's investigation ***solely for lawful purposes.***
2 (Emphasis added)

3 18. The Agreement contains an arbitration clause. The
4 Agreement expressly states: "The parties to this agreement
5 are Paramount Investigative Services ... and Adam Zort or
6 Adam Iza" IZA signed the Agreement as "Adam Zort."
7 Therefore, the named DEFENDANTS were not signators of the
8 Agreement and not subject to the arbitration clause.
9
10 PLAINTIFFS reserve the right to petition to rescind the
11 arbitration clause as it relates to IZA personally and to
12 amend this Complaint to include various breach of contract
13 actions and related matters covered in the Agreement.
14
15

16 19. Upon signing the Agreement, IZA paid a \$1,000.00
17 retainer to PARAMOUNT on November 25, 2021, using an
18 American Express credit card with the last four digits
19 1009. Thereafter, on January 3, 2022, IZA paid PARAMOUNT an
20 additional \$4,000.00 using that same credit card. On
21 January 21, 2022, IZA authorized an additional \$25,000.00
22 using that same credit card. Those credit card transactions
23 all used "Square" as the processing entity.
24
25

26 20. Thereafter, IZA informed CHILDS that he preferred
27 to pay PARAMOUNT going forward by wiring funds into
28 PARAMOUNT'S Wells Fargo bank account. CHILDS agreed to
IZA'S request and provided PARAMOUNT's bank account routing

1 and account numbers. On February 1, 2022, PARAMOUNT'S
2 account received a wire transfer of \$32,400.00; on February
3
4 22, 2022, PARAMOUNT received a wire transfer of \$59,900.00.
5 Unknown to CHILDS at the time, the wire transfers were made
6 by and through DREAM.
7

8 21. When IZA signed the Agreement, IZA knew that his
9 true purpose for hiring PARAMOUNT was not to use
10 information gathered to assist the police or for "lawful"
11 purposes, but rather to use PARAMOUNT'S investigation
12 results to steal the laptop and threaten ZELOCCHI and
13 others and to inflict bodily harm to locate the laptop
14 computer.
15
16

17 22. DEFENDANTS were aware of IZA'S actions and
18 relationship with PARAMOUNT. AU'S relationship and
19 involvement with IZA was intentionally withheld from
20 PLAINTIFFS. Had CHILDS then known DEFENDANTS' and
21 CONSPIRATORS' true intentions, he would not have agreed to
22 provide PARAMOUNT'S services to IZA, ZORT or the
23 DEFENDANTS.
24
25

26 23. Because of IZA'S expansive surveillance and
27 investigative demands, PARAMOUNT employed the services of
28 numerous investigators and operatives whose salaries and
expenses were PARAMOUNT'S obligation to pay. Ultimately,

1 PARAMOUNT incurred more than \$200,000.00 in expenses due
2 from IZA and ZORT.

3
4 24. IZA enlisted the services of multiple Los Angeles
5 County Sheriff's Deputies to provide security and to act on
6 his behalf in carrying out his operations. Among those was
7 Deputy Christopher Quintenero ("QUINTENERO") who assisted
8 IZA in obtaining information, including vehicle
9 registration and residential information for individuals
10 IZA believed had stolen his laptop computer. IZA'S
11 relationship with Quintenero was not originally to
12 disclosed to PLAINTIFFS.
13
14

15
16 25. AU, IZA and ZORT have been sued in U.S. District
17 Court for Central District of California (Khan v. Zort,
18 Inc. et.al. 2:21-cv-08681) on allegations that the
19 defendants in that case violated state and federal
20 securities fraud laws as part of a cryptocurrency scheme to
21 defraud numerous individuals of hundreds of millions of
22 dollars from starting in February 2020. DEFENDANTS and
23 CONSPIRATORS never disclosed their prior and/or continuing
24 conduct involving Kahn and Woody.
25
26

27
28 26. IZA'S claims to PLAINTIFFS that ZELLOCHI stole the
laptop computer from IZA to get access to ZORT'S funds was
false. Rather, DEFENDANTS and the CONSPIRATORS wanted to
retrieve the computer because it contained information

1 documenting and thereby implicating DEFENDANTS and others
2 in their massive cryptocurrency fraud scheme. It is further
3 believed that DEFENDANTS' true purpose in hiring PARAMOUNT
4 was not, as claimed, to locate a laptop "stolen" from IZA
5 but instead to retrieve the evidence in ZELLOCHI'S
6 possession that implicated DEFENDANTS and others in
7 criminal and civil fraud. PLAINTIFFS now believe that
8 sometime following the 2018 assault on Woody and the theft
9 of the laptop, ZELOCCHI double-crossed DEFENDANTS and the
10 CONSPIRATORS and took the computer for himself.

14 27. IZA, ZORT and AU have been sued in the Superior
15 Court, County of Los Angeles (Woody v. Zort et.al. Civil
16 Unlimited 22STCV06878). That complaint contains the
17 following allegations which PLAINTIFFS now believe to be
18 supported by evidence and therefore believe to be true. The
19 Woody complaint alleges that on or about September 1, 2018
20 IZA and ZELOCCHI stole a laptop computer from Troy Woody
21 containing 7,100 Bitcoin worth \$284,500,000 along with
22 personal property. The Woody complaint includes the
23 following pertinent allegations:

24 "On the evening of September 1, 2018, Woody along
25 with friend Eric Taylor ("Taylor") and Defendants
26 ZELOCCHI and IZA collectively met for a dinner,
27 planned and arranged by Defendant ZELOCCHI.
28 ZELOCCHI's stated purpose was to discuss
cryptocurrency investing and opportunities.

1 "Only a few hours later, on September 2, 2018, at
2 approximately 1:45 am, Woody, Taylor and friend
3 Michelle Masters ("Masters"), were peacefully
4 gathered at an apartment located at 7400
5 Hollywood Blvd. ZELOCCHI contacted Taylor to come
6 down to the lobby. There Taylor was assaulted by
7 ZELLOCCHI and IZA, and pills were forced into his
8 mouth to ingest. Taylor was handcuffed, and his
9 apartment keys were taken from him and used by
10 IZA to open the door of the apartment where Woody
11 was with his then girlfriend Masters. IZA was
12 wearing a mask and entered the apartment.
13 ZELOCCHI did not participate in the entry.

14 "IZA made his entry into the apartment
15 brandishing a 9MM semi-automatic handgun,
16 claiming to be an agent of the FBI and flashed a
17 badge. IZA then gave verbal instructions to not
18 make any moves and to follow instructions. IZA
19 then assaulted Woody and Masters and demanded
20 that Woody hand over his Rolex watch and his
21 wallet. IZA then handcuffed Woody's hands and his
22 legs and pulled out the handgun clip to show
23 Woody there were bullets in the gun so that Woody
24 would be compliant."

25 28. On or about March 12, 2022, IZA fraudulently from
26 PARAMOUNT to engage in unlawful, felonious activity,
27 including a physical attack on David Do ("DO") who was a
28 friend of ZELOCCHI. IZA and QUINTERRO'S brother, Michael,
to physically assault and rob DO of his laptop. The laptop
in question was previously stolen from Woody by IZA.

29 29. On information and belief, QUINTENERO's assistance
to IZA was unlawful, tortious, and in violation of Sheriff
Department policies. Eventually, IZA told CHILDS that he
(IZA) had paid "thousands of dollars" to QUINTENERO and
others to conduct vehicle registration searches and to

1 perform wiretaps. On information and belief, IZA used
2 QUINTENERO'S information to locate ZELOCCHI. As further
3 information is developed, PLAINTIFFS anticipate
4 substituting QUINTENERO and deputies as defendants for the
5 DOES.
6

7
8 30. On or about March 30, 2022, and using information
9 fraudulently obtained from PARAMOUNT, IZA directed two
10 individuals, whose identities are currently unknown to
11 PLAINTIFFS, to physically assault and rob ZELOCCHI to
12 retrieve from ZELOCCHI the laptop IZA claimed to be his.
13 ZELOCCHI is a resident of the 8000 block of Burton Way,
14 Beverly Glen, Los Angeles. During that robbery attempt the
15 unidentified individuals and ZELOCCHI exchanged gunfire,
16 resulting in a response by the Los Angeles Police
17 Department. ZELOCCHI told police the men escaped without
18 taking any property. ZELOCCHI told authorities that he was
19 afraid for his life.
20

21
22
23 31. At the time IZA hired PARAMOUNT, DEFENDANTS and
24 the CONSPIRATORS concealed from PLAINTIFFS the
25 circumstances of IZA'S criminal activity involving the
26 facts set forth in the Woody and Kahn complaints. Had
27 PLAINTIFFS known those facts, PLAINTIFFS would not have
28 agreed to assist the DEFENDANTS and CONSPIRATORS.

1 32. DEFENDANTS' true purpose in hiring PARAMOUNT was
2 unlawfully to obtain the laptop computer which contained
3 evidence of their fraudulent scheme a secret.
4

5 33. On April 1, 2022, IZA was served with PLAINTIFFS'
6 notice of the existence of a dispute between them as
7 required under the Agreement.
8

9 34. Following IZA'S receipt of the arbitration notice,
10 IZA and his fellow CONSPIRATORS and DEFENDANTS undertook
11 malicious, willful, fraudulent, and tortious actions
12 against PLAINTIFFS.
13

14 35. On April 9, 2022, PLAINTIFFS were informed by
15 Square that IZA was disputing the \$4,000.00 credit card
16 transaction made on January 3, 2022, more than three months
17 after the original authorization and just days after IZA
18 received PARAMOUNT'S notice of a dispute between it and
19 IZA.
20
21

22 36. On April 11, 2022, CHILDS learned that Wells Fargo
23 Bank had frozen all his personal accounts and those of
24 PARAMOUNT. Wells Fargo informed CHILDS the accounts were
25 frozen because of a demand that the wire transfers
26 described above were being recalled. It was then that
27 CHILDS first heard of DREAM. Prior to being informed of the
28 existence of DREAM, CHILDS had reasonably believed and

1 assumed that the wired funds had come directly from ZORT or
2 IZA.

3
4 37. DREAM'S demand for a wire transfer occurred two
5 months after being made, but only days after IZA received
6 PARAMOUNT'S notice of a dispute between it and IZA.

7
8 38. CHILDS was informed by the Wells Fargo branch
9 manager that the bank's corporate headquarters refused to
10 disclose details other than that the freezing of the
11 accounts was at DREAM'S request and was supported by a
12 "demnification" [sic] agreement. PLAINTIFFS now believe
13 that DEFENDANTS created a bogus document with CHILDS'
14 forged signature which DEFENDANTS and the CONSPIRATORS
15 submitted to Wells Fargo authorizing DREAM to reverse the
16 wire transfers.
17
18

19
20 39. On April 15, 2022, PLAINTIFFS were informed by
21 Square that IZA was disputing the \$25,000.00 credit card
22 transaction made on January 21, 2022, nearly three months
23 after the original authorization and just days after IZA
24 received PARAMOUNT'S notice of a dispute between it and
25 IZA. The two demands for refunding of the credit card
26 transactions resulted in a loss to PLAINTIFFS of
27 \$29,000.00.
28

40. On April 17, 2022, PLAINTIFFS were informed by
Square that a PARAMOUNT credit card payment \$12,841.30 to

1 it from a wholly unrelated client had been used to affect a
2 "refund" to ZORT. DEFENDANTS actions constituted a
3
4 malicious and tortious interference with a business
5 opportunity and business relationship with the PARAMOUNT
6 client unrelated to DEFENDANTS.
7

8 41. The timing of the original payments and wire
9 transfers and the subsequent attempts to reverse those
10 charges for receipt of the notice constitute evidence of
11 bad faith, retribution, and an implicit acknowledgement
12 that DEFENDANTS did not have a valid objection to
13 PARAMOUNT'S fees.
14

15 42. DEFENDANTS' actions as described herein resulted in
16 Wells Fargo freezing all of PARAMOUNT'S business funds on
17 April 11, 2022, making it impossible for PARAMOUNT to
18 conduct its business, including paying its expenses such as
19 insurance, rent, employee salaries, independent
20 contractors, and the like.
21

22 43. Because of IZA'S malicious actions, PARAMOUNT'S
23 reputation has been irrevocably damaged, its ability to
24 recruit independent contractors for investigative work has
25 been destroyed and its credit status and rating have been
26 permanently damaged. Likewise, PARAMOUNT cannot pay CHILDS
27 which has resulted in CHILDS' loss of reputation, credit
28 status, reputation, and ability to pay his ongoing personal

1 expenses including his mortgage, taxes, utilities, and the
2 like.

3
4 44. As a further consequence of DEFENDANTS' actions,
5 automatic debit payments scheduled by CHILDS using his
6 Wells Fargo account have been rejected causing CHILDS and
7
8 PARAMOUNT to be adversely affected in their credit ratings,
9 ability to conduct business, and to otherwise function.

10
11 45. The private investigation and security profession
12 requires the use of skilled, experienced, and licensed
13 individuals or employees to function. The operatives used
14 by investigative and security firms are independent
15 contractors who will work for agencies such as PARAMOUNT
16 only if those operatives can be confident they will be
17 asked to engage solely in lawful activities and that they
18 will be promptly paid for the services and reimbursed for
19 their expenses.
20
21

22
23 46. The business community of security and
24 investigation is close knit. Its members communicate
25 regularly with one another. Once an investigations/security
26 agency's reputation for honesty and reliability is damaged,
27
28 it can take years, if ever, to repair. Without such
relationships PLAINNTIFFS' ability to bid for future work,
hire those operatives or recruit new, replacement
operatives and employees will be significantly impaired.

1 47. Because of DEFENDANTS' and CONSPIRATORS' actions,
2 the long-standing business and financial relationships
3 established by PLAINTIFFS have been irreparably damaged or
4 destroyed.
5

6 **V. CAUSES OF ACTION**

7
8 **First Cause of Action**
9 **Theft by Deception - Penal Code Section 532**
10 **(Against all Defendants)**

11 48. PLAINTIFFS refer to and incorporate all other
12 paragraphs and information in this Complaint as though
13 fully set forth herein.

14 49. The DEFENDANTS and CONSPIRATORS knowingly and by
15 design and by false and fraudulent pretenses and
16 representations defrauded PLAINTIFFS of their personal
17 property and services by, among other things, making and/or
18 procuring others to report falsely to Square and Wells
19 Fargo, among others, about PLAINTIFFS' mercantile character
20 and thereby obtained property belonging to and earned by
21 PLAINTIFFS.
22
23
24

25 50. The value of that property was at least
26 \$130,000.00.
27

28 **Second Cause of Action**
Intentional Misrepresentation
(Against all Defendants)

1 51. PLAINTIFFS refer to and incorporate all other
2 paragraphs and information in this Complaint as though
3
4 fully set forth herein.

5 52. IZA made false representations to PLAINTIFFS as if
6 they were true. Specifically, that his purpose in hiring
7
8 PARAMOUNT was to locate a stolen laptop computer belonging
9 to IZA and to use that information to assist law
10 enforcement in arresting the thieves and recovering the
11
12 laptop. IZA further falsely represented as true that his
13 purposes in hiring PARAMOUNT were "lawful." Those false
14 representations were expressed orally and in the Agreement.
15

16 53. IZA intended that PLAINTIFFS would rely upon those
17 false representations. PLAINTIFFS reasonably relied upon
18 those representations.
19

20 54. PLAINTIFFS suffered substantial financial and
21 reputational harm by relying upon those false
22 representations. PLAINTIFFS" reliance on those false
23 representations was a substantial cause of their harm.
24

25 **Third Cause of Action**
26 **Business/Commercial Disparagement**
27 **(Against all Defendants)**

28 55. PLAINTIFFS refer to and incorporate all other
paragraphs and information in this Complaint as though
fully set forth herein.

1 56. DEFENDANTS made untrue statements about PLAINTIFFS
2 to third parties.

3
4 57. Those false statements and disparaging comments
5 identified CHILDS and PARAMOUNT by name.

6 58. The statements were made with malice, knowing they
7 were false and were made with the intention of damaging
8 PLAINTIFFS' reputations and for retrieving money rightfully
9 belonging to PLAINTIFFS.
10

11 59. CHILDS expressly informed IZA that IZA owed
12 PARAMOUNT money for its services and that IZA'S failure to
13 pay PARAMOUNT would result in PARAMOUNT'S inability to pay
14 its employees and operatives.
15

16 60. DEFENDANTS, acting in concert with the
17 CONSPIRATORS, made false and fraudulent statements to Wells
18 Fargo Bank; specifically, that PLAINTIFFS had perpetrated a
19 fraud against them.
20

21 61. PLAINTIFFS suffered the actual harm of loss of
22 funds totaling at least \$130,000.00, the loss and
23 impairment of long-established business relationships with
24 employees, operatives and friends in the private
25 investigation and security profession.
26
27
28

Fourth Cause of Action
Unfair Business Practices
(Business & Profession Code §17000, et.seq)
(Against all Defendants)

1 including CHILDS' dealings with Wells Fargo Bank,
2 PLAINTIFFS' creditors and employees and the like.
3

4 67. CHILDS did, in fact, suffer and continues to
5 suffer extreme emotional distress from the DEFENDANTS;
6 conduct which was a substantial factor in CHILDS' distress.
7

8 **VI. PRAYER FOR RELIEF**

9 For the reasons set forth above, PLAINTIFF prays for
10 judgment against the DEFENDANTS, and each of them, as
11 follows:
12

13 a.) All funds taken, stolen or obtained by fraud or
14 deception, totaling at least \$130,000;
15

16 b.) Prejudgment interest;

17 c.) \$5,000,000.00 in punitive damages, emotional
18 distress, personal and professional injury to PLAINTIFFS'
19 reputation, loss of business and interference with
20 PLAINTIFFS' ability to conduct future business and
21 employment relationships;
22

23 d.) Fees and costs; and
24

25 e.) And such other relief as is warranted by the
26 evidence produced at trial.
27
28

1 Dated: May 9, 2022

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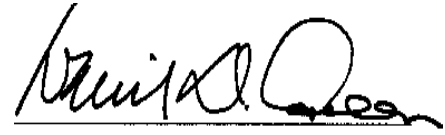
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A handwritten signature in black ink, appearing to read "Kevin A. Queen". The signature is written in a cursive style with a horizontal line underneath.

Attorney for Plaintiff