
Clerk of the Superior Court

By Racquel Matthews, Deputy

Date 08/18/2025 Time 13:40:16

Description Amount

----- CASE# [REDACTED] -----
CIVIL NEW COMPLAINT 367.00 W

TOTAL AMOUNT 0.00

Receipt# [REDACTED]

1 **KRISTIN K. MAYES**

2 **ATTORNEY GENERAL**

(Firm State Bar No. 14000)

3 Shane M. Ham (Bar No. 027753)

4 Liza M. Lawson (Bar No. 039016)

5 Suzanne E. Pendergast (Bar No. 038195)

Assistant Attorneys General

6 OFFICE OF THE ATTORNEY GENERAL

2005 North Central Avenue

7 Phoenix, Arizona 85004-1592

8 Telephone: (602) 542-3725

9 Email: Shane.Ham@azag.gov

Liza.Lawson@azag.gov

10 Suzanne.Pendergast@azag.gov

11 consumer@azag.gov

Attorneys for the State of Arizona

12
13 **SUPERIOR COURT OF THE STATE OF ARIZONA**
14 **IN AND FOR THE COUNTY OF MARICOPA**

15 STATE OF ARIZONA, *ex rel.* KRISTIN K.
16 MAYES, Attorney General,

17 Plaintiff,

18 v.

19 EDWARD TRENTON ALBARRACIN, a married
20 individual; GRETCHEN MARIE ZAMJAHN, a
21 married individual; 104TH WAY LLC, a limited
22 liability company; 165 LEXINGTON AVENUE
23 PROPERTIES LLC, a limited liability company;
24 ALBARRACIN CHARITABLE REMAINDER
25 TRUST; AZHOMEBUYER.COM, LLC, an
26 Arizona limited liability company; BALDWIN
27 PROPERTIES LLC, a Delaware limited liability
28 company; BID GROUP, LLC, a Missouri limited
liability company; BILLY JOE RUCKER LIVING
TRUST LLC, a limited liability company; BURKE
FAMILY LIVING TRUST LLC, a Delaware
limited liability company; CHARD FAMILY

Case No.: [REDACTED]

COMPLAINT

**(Consumer Fraud; Declaratory
Judgment)**

1 TRUST LLC, a limited liability company;
2 CIRCULO DE CONFIANZA LIMITED
3 PARTNERSHIP, an Arizona limited partnership;
4 CONNIE NELSON FAMILY TRUST LLC, a
5 limited liability company; DONNA J. SAUER
6 LIVING TRUST LLC, a limited liability company;
7 EQUITY PRESERVATION TEAM LLC, a
8 limited liability company; ERIC'S NOTES, LLC,
9 an Arizona limited liability company; ETA
10 INVESTMENTS, LLC, an Arizona limited
11 liability company; ETA NEW INVESTMENTS,
12 LLC, an Arizona limited liability company; ETA
13 PROPERTIES, LLC, an Arizona limited liability
14 company; ETAF, LLC, an Arizona limited liability
15 company; GABRIELLE NOTES, LLC, an Arizona
16 limited liability company; GARRINGER FAMILY
17 TRUST LLC, a Delaware limited liability
18 company; HANDS WITH HOPE LLC, a limited
19 liability company; HARDSHIP CAPITAL LLC, a
20 Delaware limited liability company; HOLMES
21 FAMILY LIVING TRUST, LLC, a limited
22 liability company; JACUZZI FAMILY TRUST
23 LLC, a limited liability company; LEMON
24 GERALDINE LEMON LLC, a limited liability
25 company; LEXINGTON AVENUE
26 MANAGEMENT LLC, a Delaware limited
27 liability company; LEXINGTON AVENUE
28 PROPERTIES, LLC, a Delaware limited liability
company; LUPO FAMILY TRUST, LLC, a
Delaware limited liability company; MARICOPA
CAPITAL LLC, a Delaware limited liability
company; MARTY WOOD FAMILY TRUST
LLC, a Delaware limited liability company;
MARTY WOOD LIVING TRUST
LLC; MERRICK AVENUE MANAGEMENT
LLC, a Delaware limited liability company; MR.
PEEPAD LLC, a Delaware limited liability
company; MR. PEEPAD LLC, a Delaware limited
liability company; MUELLER FAMILY LIVING
TRUST LLC, a Delaware limited liability

1 company; PINE AVE MANAGEMENT, LLC, a
2 Delaware limited liability company; PRIVATE
3 CLIENT GROUP, LLC, a Delaware limited
4 liability company; PRIVATE EQUITY RELIEF
5 LLC, a Delaware limited liability company;
6 SARAH M. THOMPSON FAMILY LIVING
7 TRUST LLC, a limited liability company;
8 SCOTTSDALE DIAMOND EXCHANGE LLC,
9 an Arizona limited liability company; SPECIAL
10 CLIENT RESOURCES LLC, a Delaware limited
11 liability company; STOVALL FAMILY TRUST,
12 LLC, a Delaware limited liability company;
13 STRASSER FAMILY TRUST, LLC, a Delaware
14 limited liability company; SUNRISE AVENUE
15 MANAGEMENT LLC, a Delaware limited
16 liability company; TEAM MANAGEMENT LLC,
17 a limited liability company; THE RATEGAN
18 FAMILY LIVING TRUST LLC, a Delaware
19 limited liability company; TIER INVESTMENTS
20 LLC, an Arizona limited liability company;
21 TRENTON EDWARD PROPERTIES, LLC, an
22 Arizona limited liability company; TRINOSKEY
23 FAMILY TRUST, LLC, a Delaware limited
24 liability company; VAN DYKE FAMILY TRUST
25 LLC, a Delaware limited liability company;
26 WILLE FAMILY LIVING TRUST LLC, a limited
27 liability company; ZAMJAHN FAMILY TRUST
28 LLC, a Delaware limited liability company;; DOES
1-100; BLACK LIMITED LIABILITY
COMPANIES 1-100; BLUE CORPORATIONS
1-100; RED LIMITED PARTNERSHIPS 1-100;

Defendants.

For its Complaint against the defendants captioned above, the State of Arizona *ex rel.*
Kristin K. Mayes, Attorney General (the "State") alleges as follows:

1 **INTRODUCTION**

2 1. This action involves unfair practices targeting financially distressed homeowners,
3 including vulnerable adults, who are facing foreclosure, and then misleading those homeowners
4 into transferring their homes to Defendants under the fraudulently induced belief that Defendants
5 will help the homeowners remain in their homes.

6 2. Defendants used fictitious business names and false titles to trick homeowners into
7 believing they will help homeowners to save their homes from foreclosure. Defendants use
8 numerous aliases for their own names to hide their involvement with their business entities.

9 3. In an effort to earn trust and to mislead homeowners, Defendants created entities
10 titled with the homeowner's name and "family trust" or "living trust" to make homeowners
11 believe they were transferring their homes to be held in an estate planning tool for their benefit.
12 In reality, however, the "family trusts" and "living trusts" were actually limited liability
13 companies controlled by Defendants.

14 4. Among the unfair practices and deceptive acts employed by Defendants was the
15 distribution of advertising flyers stating: "I'm NOT here to buy your house!" In fact, Defendants'
16 goal was to get homeowners to transfer title to a Defendant entity.

17 5. Defendants evaded oversight by notarizing their own documents and routinely
18 transferring residential real estate outside of escrow and without title insurance.

19 6. This suit seeks a permanent injunction against Defendants' predatory actions,
20 restitution for victims, and civil penalties substantial enough to dissuade Defendants from forming
21 new companies and starting the scheme all over again.

22 **JURISDICTION AND VENUE**

23 7. The State brings this action under the Arizona Consumer Fraud Act ("ACFA"),
24 Arizona Revised Statutes ("A.R.S.") §§ 44-1521 to -1534 and the Adult Protective Services Act
25 ("APSA"), A.R.S. §§ 46-451 to -474.

26 8. The Court has subject-matter jurisdiction under A.R.S. § 12-123.

27 9. Venue is proper in Maricopa County under A.R.S. § 12-401(17).
28

10. The State is not barred by any statute of limitation in bringing its claims under A.R.S. § 12-510.

11. Pursuant to Rule 26.2 of the Arizona Rules of Civil Procedure, this action is subject to the Tier 3 discovery limit.

PARTIES

12. Plaintiff is the **State of Arizona** *ex rel.* Kristin K. Mayes, the Attorney General of Arizona, who is authorized to bring this action under A.R.S. §§ 46-455(M) and 44-1528(A).

13. Defendant **Edward Trenton Albarracin** is an individual who at all relevant times resided in Maricopa County, Arizona. On information and belief, Defendant Albarracin may currently reside in Florida. Defendant Albarracin is married to Defendant Gretchen Marie Zamjahn. On information and belief, Defendant Albarracin uses many aliases including, but not limited to: Edward T. Albarracin, Edward T. Albarrecin, Edward T. Albarricin, Eddie Albarracin, Eddie Albarricin, Trenton Edward Albarracin, Trenton Edward Albarricin, Trenton Edward, Trenton Edwards, and Eduard Albarracin.

14. Defendant **Gretchen Marie Zamjahn** is an individual who at all relevant times resided, and currently resides, in Maricopa County, Arizona. Defendant Zamjahn is married to Defendant Albarracin. On information and belief, Defendant Zamjahn uses many aliases including, but not limited to: Gretchen Edwards, Gretchen Albarracin, Gretchen Marie, Gretchen Marie Sturman, and Marie Zamjohn.

15. On information and belief, Defendant **104th Way LLC** is a foreign limited liability company organized under the laws of the state of Delaware and formed sometime before March 30, 2022. On information and belief, Defendant Albarracin, under the alias Edward T. Albarricin, is a principal of 104th Way LLC. On information and belief 104th Way LLC is an alter ego of Defendant Albarracin. On information and belief, Defendant Albarracin has changed the name of 104th Way LLC since its formation.

16. On information and belief, Defendant **165 Lexington Avenue Properties LLC** is a foreign limited liability company organized under the laws of the state of Delaware. On information and belief, Defendant Albarracin is a principal of 165 Lexington Avenue Properties

1 LLC. On information and belief 165 Lexington Avenue Properties LLC is an alter ego of
2 Defendant Albarracin. On information and belief, Defendant Albarracin has changed the name of
3 165 Lexington Avenue Properties LLC since its formation.

4 17. On information and belief, Defendant **Albarracin Charitable Remainder Trust** is
5 an estate planning instrument used by Defendant Albarracin to hold assets.

6 18. Defendant **AZHomeBuyer.com, LLC** is a limited liability company organized
7 under the laws of the state of Arizona and formed on August 3, 2007. Defendant Albarracin the
8 sole member and manager of AZHomeBuyer.com, LLC. On information and belief
9 AZHomeBuyer.com, LLC is an alter ego of Defendant Albarracin.

10 19. Defendant **Baldwin Properties LLC** is a foreign limited liability company
11 organized under the laws of the state of Delaware and formed on March 18, 2022. On information
12 and belief, Defendant Albarracin is a principal of Baldwin Properties LLC. On information and
13 belief Baldwin Properties LLC is an alter ego of Defendant Albarracin.

14 20. Defendant **BID Group, LLC** is a limited liability company organized under the
15 laws of the state of Missouri and formed on June 27, 2012. On information and belief, Defendants
16 Albarracin and Zamjahn are associates of BID Group, LLC.

17 21. On information and belief, Defendant **Billy Joe Rucker Living Trust LLC** is a
18 foreign limited liability company organized under the laws of the state of Delaware and formed
19 sometime before September 26, 2023. On information and belief, Defendant Albarracin, under
20 the alias Edward Albarracin, is a principal of Billy Joe Rucker Living Trust LLC. On information
21 and belief Billy Joe Rucker Living Trust LLC is an alter ego of Defendant Albarracin. On
22 information and belief, Defendant Albarracin has changed the name of Billy Joe Rucker Living
23 Trust LLC to Marty Wood Family Trust LLC on October 27, 2023.

24 22. Defendant **Burke Family Living Trust LLC** is a foreign limited liability company
25 organized under the laws of the state of Delaware and formed on June 8, 2023. On information
26 and belief, Defendant Albarracin is a principal of Burke Family Living Trust LLC. On information
27 and belief Burke Family Living Trust LLC is an alter ego of Defendant Albarracin.

1 23. On information and belief, Defendant **Chard Family Trust LLC** is a limited
2 liability company for which Defendant Albarracin is a principal. The state of formation of Chard
3 Family Trust LLC is unknown to the State. On information and belief Chard Family Trust LLC is
4 an alter ego of Defendant Albarracin. On information and belief, Defendant Albarracin has
5 changed the name of Chard Family Trust LLC since its formation.

6 24. Defendant **Circulo de Confianza Limited Partnership** is a limited partnership
7 formed under the laws of the state of Arizona and formed on November 2, 2022. Defendant Pine
8 Ave Management, LLC is the general partner of Circulo de Confianza Limited Partnership. On
9 information and belief, Defendant Albarracin is a principal of Pine Ave Management, LLC, a
10 Delaware limited liability company. On information and belief, Circulo de Confianza Limited
11 Partnership is an alter ego of Defendant Albarracin.

12 25. On information and belief, Defendant **Connie Nelson Family Trust LLC** is a
13 foreign limited liability company organized under the laws of the state of Delaware and formed
14 sometime before July 12, 2022. On information and belief, Defendant Albarracin, under the alias
15 Edward Albarracin, is a principal of Connie Nelson Family Trust LLC. On information and belief
16 Connie Nelson Family Trust LLC is an alter ego of Defendant Albarracin. On information and
17 belief, Defendant Albarracin has changed the name of Connie Nelson Family Trust LLC since its
18 formation.

19 26. On information and belief, Defendant **Donna J. Sauer Living Trust LLC** is a
20 foreign limited liability company organized under the laws of the state of Delaware and formed
21 sometime before December 28, 2023. On information and belief, Defendant Albarracin, under the
22 alias Edward Albarracin, is a principal of Donna J. Sauer Living Trust LLC. On information and
23 belief Donna J. Sauer Living Trust LLC is an alter ego of Defendant Albarracin. On information
24 and belief, Defendant Albarracin has changed the name of Donna J. Sauer Living Trust LLC since
25 its formation.

26 27. On information and belief, Defendant **Equity Preservation Team LLC** is a foreign
27 limited liability company organized under the laws of the state of Delaware and formed sometime
28 before December 15, 2023. On information and belief, Defendant Albarracin, under the alias

1 Edward Albarracin, is a principal of Equity Preservation Team LLC. On information and belief
2 Equity Preservation Team LLC is an alter ego of Defendant Albarracin. On information and belief,
3 Defendant Albarracin has changed the name of Equity Preservation Team LLC since its
4 formation.

5 28. Defendant **Eric's Notes, LLC** is a limited liability company organized under the
6 laws of the state of Arizona, formed on January 31, 2006, and inactive since June 25, 2009.
7 Defendant Albarracin, under the alias Eddie Albarracin, is the sole principal of Eric's Notes, LLC.
8 On information and belief Eric's Notes, LLC is an alter ego of Defendant Albarracin.

9 29. Defendant **ETA Investments, LLC** is a limited liability company organized under
10 the laws of the state of Arizona and formed on December 30, 2005. Defendant Albarracin, under
11 the alias Eddie Albarracin, is a principal of ETA Investments, LLC. On information and belief
12 ETA Investments, LLC is an alter ego of Defendant Albarracin.

13 30. Defendant **ETA New Investments, LLC** is a limited liability company organized
14 under the laws of the state of Arizona and formed on December 30, 2005. Defendant Albarracin,
15 under the alias Eddie Albarracin, is the sole principal of ETA New Investments, LLC. On
16 information and belief ETA New Investments, LLC is an alter ego of Defendant Albarracin.

17 31. On information and belief, Defendant **ETA Properties, LLC** is a limited liability
18 company organized under the laws of the state of Arizona and formed on December 30, 2005.
19 Defendant Albarracin, under the alias Eddie Albarracin, is the sole principal of ETA Properties,
20 LLC. On information and belief ETA Properties, LLC is an alter ego of Defendant Albarracin.

21 32. Defendant **ETAF, LLC** is a limited liability company organized under the laws of
22 the state of Arizona and formed on August 3, 2007. Defendant Albarracin is a principal of ETAF,
23 LLC. On information and belief ETAF, LLC is an alter ego of Defendant Albarracin.

24 33. Defendant **Gabrielle Notes, LLC** is a limited liability company organized under
25 the laws of the state of Arizona and formed on January 31, 2006. Defendant Albarracin is a
26 principal of Gabrielle Notes, LLC. On information and belief Gabrielle Notes, LLC is an alter ego
27 of Defendant Albarracin.

1 34. Defendant **Garringer Family Trust LLC** is a foreign limited liability company
2 organized under the laws of the state of Delaware on March 16, 2022. On information and belief,
3 Defendant Albarracin is a principal of Garringer Family Trust LLC. On information and belief
4 Garringer Family Trust LLC is an alter ego of Defendant Albarracin.

5 35. On information and belief, Defendant **Hands with Hope LLC** is a limited liability
6 company. The state of formation of Hands with Hope LLC is unknown to the State. On
7 information and belief, Defendants Albarracin and Zamjahn are principals of Hands with Hope
8 LLC. On information and belief Hands with Hope LLC is an alter ego of Defendants Albarracin
9 and Zamjahn. On information and belief, Defendants Albarracin and Zamjahn have changed the
10 name of Hands with Hope LLC since its formation.

11 36. Defendant **Hardship Capital LLC** is a foreign limited liability company organized
12 under the laws of the state of Delaware and formed on March 2, 2023. On information and belief,
13 Defendant Albarracin is a principal of Hardship Capital LLC. On information and belief Hardship
14 Capital LLC is an alter ego of Defendant Albarracin.

15 37. On information and belief, Defendant **Holmes Family Living Trust, LLC** is a
16 foreign limited liability company organized under the laws of the state of Delaware and formed
17 sometime before March 15, 2024. On information and belief, Defendant Albarracin is a principal
18 of Holmes Family Living Trust, LLC. On information and belief Holmes Family Living Trust,
19 LLC is an alter ego of Defendant Albarracin. On information and belief, Defendant Albarracin
20 has changed the name of Holmes Family Living Trust, LLC since its formation.

21 38. On information and belief, Defendant **Jacuzzi Family Trust LLC** is a foreign
22 limited liability company organized under the laws of the state of Delaware and formed sometime
23 before March 16, 2022. On information and belief, Defendant Albarracin is a principal of Jacuzzi
24 Family Trust LLC. On information and belief Jacuzzi Family Trust LLC is an alter ego of
25 Defendant Albarracin. On information and belief, Defendant Albarracin has changed the name of
26 Jacuzzi Family Trust LLC since its formation.

27 39. On information and belief, Defendant **Lemon Geraldine Lemon LLC** is a foreign
28 limited liability company organized under the laws of the state of Delaware and formed sometime

1 before March 31, 2022. On information and belief, Defendant Albarracin is a principal of Lemon
2 Geraldine Lemon LLC. On information and belief Lemon Geraldine Lemon LLC is an alter ego
3 of Defendant Albarracin. On information and belief, Defendant Albarracin has changed the name
4 of Lemon Geraldine Lemon LLC since its formation.

5 40. Defendant **Lexington Avenue Management, LLC** (aka Lexington Ave.
6 Management, LLC and Lexington Avenue Mgt.) is a limited liability company organized under
7 the laws of the state of Delaware on June 22, 2021. On information and belief, Defendant
8 Albarracin is a principal of Lexington Avenue Management, LLC. On information and belief,
9 Lexington Avenue Management, LLC is an alter ego of Defendant Albarracin.

10 41. Defendant **Lexington Avenue Properties, LLC** is a foreign limited liability
11 company organized under the laws of the state of Delaware and formed on August 1, 2012. On
12 information and belief, Defendant Albarracin is a principal of Lexington Avenue Properties, LLC.
13 On information and belief Lexington Avenue Properties, LLC is an alter ego of Defendant
14 Albarracin.

15 42. Defendant **Lupo Family Trust, LLC** is a foreign limited liability company
16 organized under the laws of the state of Delaware and formed on March 24, 2022. On information
17 and belief, Defendant Albarracin is a principal of Lupo Family Trust, LLC. On information and
18 belief, Lupo Family Trust, LLC is an alter ego of Defendant Albarracin.

19 43. Defendant **Maricopa Capital LLC** is a foreign limited liability company organized
20 under the laws of the state of Delaware and formed on May 8, 2023. On information and belief,
21 Defendant Albarracin is a principal of Maricopa Capital LLC. On information and belief Maricopa
22 Capital LLC is an alter ego of Defendant Albarracin.

23 44. Defendant **Marty Wood Family Trust LLC** is a foreign limited liability company
24 organized under the laws of the state of Delaware and formed on July 13, 2023. On information
25 and belief, Defendant Albarracin is a principal of Marty Wood Family Trust LLC. On information
26 and belief Marty Wood Family Trust LLC is an alter ego of Defendant Albarracin.

27 45. On information and belief, Defendant **Marty Wood Living Trust LLC** is a
28 fictitious entity that has never been organized or incorporated under the laws of any state.

1 Defendant Marty Wood Living Trust LLC is represented to be a Delaware limited liability
2 company for which Defendant Albarracin, under alias Edward Albarricin, is a principal in
3 documents recorded with the Maricopa County Recorder under document numbers 20230560530,
4 and 20250216176.

5 46. Defendant **Merrick Avenue Management LLC** is a foreign limited liability
6 company organized under the laws of the state of Delaware and formed on March 16, 2022. On
7 information and belief, Defendant Albarracin is a principal of Merrick Avenue Management LLC.
8 On information and belief Merrick Avenue Management LLC is an alter ego of Defendant
9 Albarracin.

10 47. Defendant **Mr. PeePad LLC** is a foreign limited liability company organized under
11 the laws of the state of Delaware. On information and belief, Defendant Mr. PeePad LLC is one
12 entity formed first on April 19, 2023 with ID number 7415608 and then again on June 6, 2024
13 with ID number 3869294. Both entities are currently active and have the same statutory agent. On
14 information and belief, Defendants Albarracin and Zamjahn are principals of Mr. PeePad LLC.
15 On information and belief Mr. PeePad LLC is an alter ego of Defendants Albarracin and Zamjahn.

16 48. Defendant **Mueller Family Living Trust LLC** is a foreign limited liability
17 company organized under the laws of the state of Delaware and formed on September 21, 2023.
18 On information and belief, Defendant Albarracin is a principal of Mueller Family Living Trust
19 LLC. On information and belief Mueller Family Living Trust LLC is an alter ego of Defendant
20 Albarracin.

21 49. Defendant **Pine Ave Management, LLC** is a foreign limited liability company
22 organized under the laws of the state of Delaware and formed on October 14, 2022. On
23 information and belief, Defendant Albarracin is a principal of Pine Ave Management, LLC. On
24 information and belief Pine Ave Management, LLC is an alter ego of Defendant Albarracin.

25 50. Defendant **Private Equity Relief LLC dba Private Client Group, LLC** is a
26 foreign limited liability company organized under the laws of the state of Delaware and formed
27 on February 26, 2018. Defendant Albarracin, under the alias Edward Albarricin, is the sole
28 principal of Private Equity Relief LLC. Defendant Private Equity Relief LLC conducts business

1 in Arizona under both Private Client Group, LLC and Private Equity Relief LLC and has been
2 registered to do business in Arizona since November 2022. On information and belief Private
3 Equity Relief LLC is an alter ego of Defendant Albarracin.

4 51. On information and belief, Defendant **Sarah M. Thompson Family Living Trust**
5 **LLC** is a foreign limited liability company. The state of formation of Sarah M. Thompson Family
6 Living Trust LLC is unknown to the State. On information and belief, Defendant Albarracin is a
7 principal of Sarah M. Thompson Family Living Trust LLC. On information and belief Sarah M.
8 Thompson Family Living Trust LLC is an alter ego of Defendant Albarracin. On information and
9 belief, Defendant Albarracin has changed the name of Sarah M. Thompson Family Living Trust
10 LLC since its formation.

11 52. Defendant **Scottsdale Diamond Exchange LLC** is a limited liability company
12 organized under the laws of the state of Arizona and formed on February 10, 2011. Defendant
13 Albarracin is a principal of Scottsdale Diamond Exchange LLC. On information and belief,
14 Scottsdale Diamond Exchange LLC is an alter ego of Defendant Albarracin.

15 53. Defendant **Special Client Resources LLC** is a foreign limited liability company
16 organized under the laws of the state of Delaware and formed on March 14, 2023. On information
17 and belief, Defendant Albarracin is a principal of Special Client Resources LLC. On information
18 and belief, Special Client Resources LLC is an alter ego of Defendant Albarracin.

19 54. Defendant **Stovall Family Trust, LLC** is a foreign limited liability company
20 organized under the laws of the state of Delaware and formed on March 16, 2022. On information
21 and belief, Defendant Albarracin is a principal of Stovall Family Trust, LLC. On information and
22 belief, Stovall Family Trust, LLC is an alter ego of Defendant Albarracin.

23 55. Defendant **Strasser Family Trust, LLC** is a foreign limited liability company
24 organized under the laws of the state of Delaware and formed on March 16, 2022. On information
25 and belief, Defendant Albarracin is a principal of Strasser Family Trust, LLC. On information and
26 belief, Strasser Family Trust, LLC is an alter ego of Defendant Albarracin.

27 56. Defendant **Sunrise Avenue Management LLC** is a foreign limited liability
28 company organized under the laws of the state of Delaware and formed on March 14, 2023. On

1 information and belief, Defendant Albarracin is a principal of Sunrise Avenue Management LLC.
2 On information and belief, Sunrise Avenue Management LLC is an alter ego of Defendant
3 Albarracin.

4 57. On information and belief, Defendant **Team Management LLC** is a foreign limited
5 liability company organized under the laws of the state of Delaware and formed sometime before
6 June 14, 2021. On information and belief, Defendant Albarracin is a principal of Team
7 Management LLC. On information and belief Team Management LLC is an alter ego of
8 Defendant Albarracin. On information and belief, Defendant Albarracin has changed the name of
9 Team Management LLC since its formation.

10 58. Defendant **The Rategan Family Living Trust LLC** is a foreign limited liability
11 company organized under the laws of the state of Delaware and formed on June 2, 2023. On
12 information and belief, Defendant Albarracin is a principal of The Rategan Family Living Trust
13 LLC. On information and belief, The Rategan Family Living Trust LLC is an alter ego of
14 Defendant Albarracin.

15 59. Defendant **Tier Investments LLC** is a foreign limited liability company organized
16 under the laws of the state of Delaware and formed on August 10, 2007. On information and
17 belief, Defendant Albarracin is a principal of Tier Investments LLC. On information and belief
18 Tier Investments LLC is an alter ego of Defendant Albarracin.

19 60. Defendant **Trenton Edward Properties, LLC** is a limited liability company
20 organized under the laws of the state of Arizona and formed on July 8, 2022. Defendant Albarracin
21 is the sole a principal of Trenton Edward Properties, LLC. On information and belief, Trenton
22 Edward Properties, LLC is an alter ego of Defendant Albarracin.

23 61. Defendant **Trinoskey Family Trust, LLC** is a foreign limited liability company
24 organized under the laws of the state of Delaware and formed on March 16, 2022. On information
25 and belief, Defendant Albarracin is a principal of Trinoskey Family Trust, LLC. On information
26 and belief, Trinoskey Family Trust, LLC is an alter ego of Defendant Albarracin.

27 62. Defendant **Van Dyke Family Trust LLC** is a foreign limited liability company
28 organized under the laws of the state of Delaware and formed on May 24, 2022. On information

1 and belief, Defendant Albarracin is a principal of Van Dyke Family Trust LLC. On information
2 and belief, Van Dyke Family Trust LLC is an alter ego of Defendant Albarracin.

3 63. On information and belief, Defendant **Wille Family Living Trust LLC** is a foreign
4 limited liability company organized under the laws of the state of Delaware and formed sometime
5 before June 14, 2023. On information and belief, Defendant Albarracin is a principal of Wille
6 Family Living Trust LLC. On information and belief, Wille Family Living Trust LLC is an alter
7 ego of Defendant Albarracin.

8 64. Defendant **Zamjahn Family Trust LLC** is a foreign limited liability company
9 organized under the laws of the state of Delaware and formed on May 19, 2022. On information
10 and belief, Defendants Albarracin and Zamjahn are principals of Zamjahn Family Trust LLC. On
11 information and belief, Zamjahn Family Trust LLC is an alter ego of Defendants Albarracin and
12 Zamjahn.

13 65. Defendants Billy Joe Rucker Living Trust LLC; Burke Family Living Trust LLC;
14 Chard Family Trust LLC; Connie Nelson Family Trust LLC; Donna J. Sauer Living Trust LLC;
15 Garringer Family Trust LLC; Holmes Family Living Trust, LLC; Jacuzzi Family Trust LLC; Lupo
16 Family Trust, LLC; Marty Wood Family Trust LLC; Marty Wood Living Trust LLC; Mueller
17 Family Living Trust LLC; Sarah M. Thompson Family Living Trust LLC; Stovall Family Trust,
18 LLC; Strasser Family Trust, LLC; The Rategan Family Living Trust LLC; Trinoskey Family
19 Trust, LLC; Van Dyke Family Trust LLC; Wille Family Living Trust LLC; and Zamjahn Family
20 Trust LLC are herein referred to collectively as the **Trust LLCs**.

21 66. Defendants 104th Way LLC; 165 Lexington Avenue Properties LLC;
22 AZHomeBuyer.com, LLC; Baldwin Properties LLC; Billy Joe Rucker Living Trust LLC; Burke
23 Family Living Trust LLC; Chard Family Trust LLC; Circulo de Confianza Limited Partnership;
24 Connie Nelson Family Trust LLC; Donna J. Sauer Living Trust LLC; Equity Preservation Team
25 LLC; Eric's Notes, LLC; ETA Investments, LLC; ETA New Investments, LLC; ETA Properties,
26 LLC; ETAF, LLC; Gabrielle Notes, LLC; Garringer Family Trust LLC; Hands with Hope LLC;
27 Hardship Capital LLC; Holmes Family Living Trust, LLC; Jacuzzi Family Trust LLC; Lemon
28 Geraldine Lemon LLC; Lexington Avenue Management LLC; Lexington Avenue Properties,

1 LLC; Lupo Family Trust, LLC; Maricopa Capital LLC; Marty Wood Family Trust LLC; Merrick
2 Avenue Management LLC; Mr. PeePad LLC; Mr. PeePad LLC; Mueller Family Living Trust
3 LLC; Pine Ave Management, LLC; Private Client Group, LLC; Private Equity Relief LLC; Sarah
4 M. Thompson Family Living Trust LLC; Scottsdale Diamond Exchange LLC; Special Client
5 Resources LLC; Stovall Family Trust, LLC; Strasser Family Trust, LLC; Sunrise Avenue
6 Management LLC; The Rategan Family Living Trust LLC; Tier Investments LLC; Trenton
7 Edward Properties, LLC; Trinoskey Family Trust, LLC; Van Dyke Family Trust LLC; Wille
8 Family Living Trust LLC; and Zamjahn Family Trust LLC are herein referred to collectively as
9 the **Alter Ego Entities**. The purpose of all of these entities is to engage in the buying, selling,
10 exchanging, renting, and/or leasing of real estate.

11 67. Defendants **Does 1–50** are fictitiously named individuals whose relationships to the
12 named Defendants and/or whose acts or omissions give rise to legal responsibility for violations
13 of law alleged herein. If and when the actual identities of these individuals become known to the
14 State, they will be joined to this action to provide notice and an opportunity to be heard regarding
15 the remedies sought by the State.

16 68. Defendants **Black Limited Liability Companies 1–100** are fictitiously named
17 limited liability companies currently unknown to the State for which named Defendants have used
18 to engage in real estate transactions. If and when the State identifies these entities, it will join them
19 to this action to provide notice and an opportunity to be heard regarding the remedies sought by
20 the State.

21 69. Defendants **Blue Corporations 1–100** are fictitiously named corporations currently
22 unknown to the State for which named Defendants have used to engage in real estate transactions.
23 If and when the State identifies these entities, it will join them to this action to provide notice and
24 an opportunity to be heard regarding the remedies sought by the State.

25 70. Defendants **Red Limited Partnerships 1–100** are fictitiously named limited
26 partnerships currently unknown to the State for which named Defendants have used to engage in
27 real estate transactions. If and when the State identifies these entities, it will join them to this
28 action to provide notice and an opportunity to be heard regarding the remedies sought by the State.

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

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

3
4
5

6
78
9

10
11
12
13
14

15
16
17
18
19
20
21

22
23
24
25

26
27

78. On information and belief, Defendant Albarracin and Zamjahn married on May 25, 2019 in Miami, Florida.

79. On information and belief, Defendant Zamjahn held power of attorney for Defendant Albarracin from January 8, 2025 to March 8, 2025, when Defendant Albarracin revoked such power.

80. On information and belief, Defendant Albarracin appointed Ernest R. Valdez, Jr. as his agent with durable power of attorney on March 27, 2025.

Soliciting Homeowners

81. On information and belief, at least as early as July 2017, Defendant Albarracin began soliciting homeowners facing foreclosure intending to buy their homes.

82. On information and belief, at least as early as July 2017, Defendant Albarracin represented to homeowners he was associated with Defendants BID Group and ETA Investments, LLC.

83. On information and belief, at least as early as December 2020, Defendant Zamjahn began joining Defendant Albarracin in soliciting homeowners who faced foreclosure, and has since continued to do so.

84. On information and belief, these solicitations included leaving flyers and business cards on homes as well as knocking on doors seeking immediate in-person meetings with homeowners.

85. At least as early as 2021, these flyers and business cards including representations including the following. True and correct copies of these flyers and business cards are attached hereto as **Exhibits C, D, E, and F**.

- a. "I'm NOT here to buy your house!" (in large bold font) (Exs. C, D, E);
- b. "Our Firm reaches out to homeowners directly to provide information they need to save it or establish a workout plan. Our special practice is Foreclosure Prevention." (Exs. C, D, *see also* Ex. E (variation));
- c. "Together we have over 20 years [sic] helping homeowners save their homes, we can help you too!" (Exs. C, D, *see also* Ex. E (variation)); and

1 d. "Find out what you owe to make it right!" (Exs. C, D).

2 86. Defendants Albarracin and Zamjahn used a variety of names and titles for
3 themselves on the business cards they gave to homeowners, including, but not limited to the
4 following.

5 a. "Gretchen Marie": "Foreclosure Counsel" with "Hope Program" (Ex. D);

6 b. "Trenton Edward": "Managing Partner," "Acquisition / Mediation Department"
7 with "BID GROUP" (Ex. F);

8 c. "Gretchen Marie": "Foreclosure Counsel" with "Bid Group" (Ex. F);

9 d. "Trenton Edward," "Gretchen Marie," "Specialize in Foreclosure Prevention," (Ex.
10 C) and

11 e. "Marie Zamjohn": "Loan Counsel" with "Hands With Hope, LLC" (Ex. E).

12 87. On information and belief, Hope Program is a fictitious entity that has never been
13 organized or incorporated under the laws of any state.

14 88. In a 2023 version of the solicitation flyer, where Defendant Zamjahn uses the name
15 "Marie Zamjohn," the flyer states: "To forewarn you, you will have a lot of investors knocking
16 on your door . . . wanting to buy your house for cash. Our business model is quite different, it is
17 to get you reinstated and cancel the foreclosure, **we empower you for success!** We have been
18 helping Arizona homeowners save their home from auction since 2003, we can help you too." Ex.
19 E.

20 89. In addition to representing that Defendants could help "save" homeowners' homes,
21 the flyers represented other offers such as an "In house Legal department. (Probate too)" and
22 "Private Lending & Notary Services" or just "Lender & Notary Services." Exs. C, D, E.

23 90. On information and belief, neither Defendant Albarracin nor Defendant Zamjahn is
24 nor has ever been authorized to practice law in the State of Arizona.

25 91. On information and belief, none of the Alter Ego Entities has an in-house legal
26 department.

27 92. On information and belief, the "Notary Services" advertised on the flyer referenced
28 Defendant Zamjahn's notary services.

1 103. On information and belief, Defendants Albarracin and Zamjahn added “Senior” at
2 the beginning of “Equity Advance Program” to make elderly homeowners believe defendants
3 specialize in helping elderly individuals in particular.

4 104. In many instances, Defendants Albarracin and Zamjahn would deceive the
5 homeowner into signing a Warranty Deed transferring title to one of the Alter Ego Entities on or
6 near the same day the MOU is executed. *See, e.g.*, Exs. G and K; H and L; I and M; N and J
7 (showing MOUs signed the same day or within one day of the associated Warranty Deeds).

8 105. On information and belief, in such instances, Defendants Albarracin and Zamjahn
9 have given homeowners paperwork that includes the Warranty Deed and they do not explain what
10 the paperwork represents and/or do not give homeowners time to read or consult with anyone
11 regarding the paperwork.

12 106. In other instances, Defendants Albarracin and Zamjahn have forged signatures on
13 Warranty Deeds. *See, e.g.*, Compl., *Baker v. Burke Family Living Trust, LLC, et al.*, CV2025-
14 008552, at 7 ¶¶ 58–62 (filed Mar. 7, 2025); Compl., *Tolliver v. Albarracin, et al.*, CV2024-004905,
15 at 7 ¶¶ 25–27 (filed Mar. 12, 2024).

16 107. Defendants recorded numerous Warranty Deeds with “B1” handwritten on the
17 deeds. *See, e.g.*, Maricopa County Recorder Doc. Nos.: 20210926666; 20211280880;
18 20220236666; 20220281020; 20220281467; 20230143672; 20230546142; 20230560530;
19 20240625507.

20 108. On information and belief, Defendants intended “B1” to represent an exemption
21 from the statutorily-required affidavit of legal value under A.R.S. § 11-1134(B)(1), which exists
22 for instruments (such as a deed of trust) that transfer title to provide or release security for a debt
23 or obligation.

24 109. On information and belief, the Warranty Deeds recorded with “B1” by Defendants
25 did not secure a debt or obligation, but were transfers of title through purported sales.

26 110. On information and belief, Defendants recorded the Warranty Deeds in order to
27 enforce their ownership over the property, despite any attempt from the original homeowner to
28 repay any loan or otherwise work with Defendants.

False Bankruptcy and Probate Filings

111. On information and belief, at least as early as 2017, Defendant Albarracin either encouraged or helped file bankruptcy applications for homeowners in an effort to delay trustees' sales.

112. In 2019, Bret R. Wilson moved to expunge a bankruptcy filing he alleged was filed by Defendant Albarracin and an associate. A true and correct copy of the Order granting the motion to expunge the bankruptcy filing is attached hereto as **Exhibit O**.

113. The court granted Mr. Wilson's motion for expungement after considering Mr. Wilson's uncontested testimony that Defendant Albarracin and his associate encouraged and helped Mr. Wilson complete bankruptcy paperwork and filed that paperwork without Mr. Wilson's consent. *See Ex. O*.

114. On information and belief, Defendants Albarracin and Zamjahn have encouraged individuals to file probate cases so that they may gain authority to convey title to Defendants.

115. In one instance, the petitioner's daughter died in November 2022.

116. On July 21, 2023, a Notice of Trustee's Sale was recorded for the property formerly owned by the petitioner's daughter. The sale was set to take place on October 24, 2023. (Maricopa County Recorder Doc. No. 20230381867.)

117. The same day, Petitioner filed an informal application to be appointed the personal representative of his daughter's estate. Defendant Zamjahn notarized the application. A true and correct copy of that application is attached hereto as **Exhibit P** (PB2023-050999).

118. The Registrar denied that application and two subsequent applications. Defendant Zamjahn notarized each application. A true and correct copy of the Registrar's third denial is attached hereto as **Exhibit Q**.

119. The Registrar denied the first application because Petitioner incorrectly applied as the decedent's spouse. *Id.*

120. The Registrar denied the second application because, though Petitioner corrected his relationship to the decedent, he falsely averred the decedent was unmarried. *Id.*

1 121. The third application corrected the previous mistakes and included a purported
2 waiver from the decedent's spouse that was notarized by Defendant Zamjahn. True and correct
3 copies of the third application and waiver are attached hereto as **Exhibit R**.

4 122. The Registrar denied the third application after reviewing all the documents and
5 instructed Petitioner that he could not proceed informally. Ex. Q.

6 123. On August 24, 2023, Petitioner filed a formal application to be appointed as personal
7 representative of his daughter's estate. The application was completed by a legal document
8 preparer and included a new waiver from the decedent's husband notarized by Defendant
9 Zamjahn. True and correct copies of the formal application and waiver are attached hereto as
10 **Exhibit S**.

11 124. Petitioner's Letters of Appointment as Personal Representative for his daughter's
12 estate were issued on October 18, 2023.

13 125. That same day, Petitioner signed and recorded a Warranty Deed transferring his
14 daughter's property to Defendant Special Client Resources LLC. The deed was notarized by
15 Defendant Zamjahn. (Maricopa County Recorder Doc. No. 20230543005).

16 126. In another instance, the petitioner's parents (the original owners of the residence)
17 died in 2014 and 2021 respectively. (See Maricopa Recorder Doc. Nos. 20210275809,
18 20210501765.)

19 127. On February 1, 2024, a Notice of Trustee's Sale was recorded for the property
20 formerly owned by petitioner's parents. (Maricopa Recorder Document No. 20240053710.)

21 128. The next day, on February 2, 2024, Petitioner signed a Warranty Deed transferring
22 the property to Equity Preservation Team, LLC. The deed was notarized by Defendant Zamjahn.
23 (See Maricopa County Recorder Doc. No. 20240066162.)

24 129. Five days later, Petitioner applied for appointment as personal representative of his
25 father's estate. The application was notarized by Defendant Zamjahn. A copy of the application
26 is attached hereto as **Exhibit T** (PB2024-050163).

130. Petitioner's Letters of Appointment as Personal Representative for his father's estate were issued two days later, on February 8, 2024. A copy of the letters of appointment are attached hereto as **Exhibit U**.

131. The following day, on February 9, 2024, the Warranty Deed transferring title to Equity Preservation Team, LLC was recorded. (See Maricopa County Recorder Doc. No. 20240066162.)

132. For at least one transaction, Defendant Albarracin promised the victim-homeowner his Alter Ego Entity would pay for probate as an additional term in the purchase agreement. A copy of that agreement is attached hereto as **Exhibit V**.

Notary Services

133. Defendant Zamjahn has been commissioned as a notary public by the Arizona Secretary of State since July 28, 2020 under Notary No. 203328596. Her current commission will expire July 27, 2028.

134. At least as early as December 2020, Defendant Zamjahn began notarizing the MOUs, Warranty Deeds, and any other agreements requiring notarization between Alter Ego Entities and victim-homeowners. *See, e.g.* Maricopa County Recorder Doc. Nos.: 20201281980; 20210215814; 20210302627; 20211029722; 20220337097; 20220424264; 20220599595; 20230107500; 20230272013; 20230273986; 20230310923; 20230543005; 20240135205.

135. In some instances, Defendant Zamjahn would append an “Acknowledgment” to the Preliminary Agreement stating: “Gretchen M. Zamjahn, Notary Public, is not affiliated with any . . . buyer, any individual, or any LLC and is not a party to any transaction at the time of this signing. Gretchen M. Zamjahn does not monetarily benefit from this transaction and is not in a legal partnership with . . . any buyer, any individual or any LLC associated with this transaction. Homeowner is fully aware that if Probate is needed it is self-prepared.” An example of an agreement containing such an acknowledgment is attached hereto as **Exhibit W**.

136. On information and belief, the above statement was false because Defendant Zamjahn was married to a principal of the Alter Ego Entities who were the buyers in these transactions, so she stood to benefit directly through the community property. *See, e.g.*, Ex. K.

LLCs Disguised as Trusts

137. At least as early as March 2022, Defendants Albarracin and Zamjahn began creating limited liability companies in the format of: “[Homeowner’s Name] [Family/Living Trust], LLC.”

138. All of the known active Trust LLCs are organized under the laws of the state of Delaware.

139. On information and belief, Defendants Albarracin and Zamjahn created the Trust LLCs in order to create the appearance that homeowners were transferring their properties to a protective estate planning tool.

140. On information and belief, Defendants Albarracin and Zamjahn did not explain or disclose that the Trust LLCs were actually wholly owned entities by Defendant Albarracin.

141. On information and belief, Defendants Albarracin and Zamjahn did not disclose that transferring title to a Trust LLC would transfer the title to Defendant Albarracin.

142. On information and belief, Defendants routinely rename these Trust LLCs after completion of a real estate transaction in order to hide them from public view on the Delaware corporation database.

143. For example, Defendant Albarracin transferred property through defendant Billy Joe Rucker Living Trust LLC on September 26, 2023. (Maricopa County Recorder Doc. No. 20230503446).

144. On October, 27, 2023, Defendant Albarracin changed the name of Billy Joe Rucker Living Trust LLC to “Mary Wood family trust LLC.” A true and correct copy of the certification of amendment is attached hereto as **Exhibit X**.

145. Currently, no entity with the name Billy Joe Rucker Living Trust LLC appears in the public Delaware business entity database.

146. On information and belief, Defendant Albarracin also changed the name of Defendant Wille Family Living Trust LLC to The Rategan Family Living Trust LLC. *See* Mot., Dec. 6, 2024, Dkt. No. 39, *In re: Chad Michael Wille and Magdalena Alvillar-Wille*, No. 2:24-bk-04915-PS, at 2 ¶ 4 (Bankr. D. Ariz.).

An Exemplar: The Marty and Diane Wood Transaction

147. On October 23, 2023, Defendants Albarracin and Zamjahn executed a Preliminary Agreement between Marty and Diane Wood on the one hand, and Defendant Marty Wood Family Trust LLC on the other. *See*, Exs. G, K, W, Y.

148. Three days later, on October 26, Defendants Albarracin and Zamjahn and the Woods executed an MOU, Warranty Deed, and other documents. *See*, Exs. G (MOU), K (Warranty Deed), W (Preliminary Agreement), Y (Statement of Absolute Conveyance).

149. Defendant Zamjahn notarized three of those documents. Exs. G, K, Y.

150. The MOU represents that Marty Wood Family Trust LLC would reinstate the mortgage by paying about \$7,400 to the lender. The MOU included an additional provision stating: “\$600 management fee, \$200 goes towards principal [and] \$400 goes towards management fee. Due 21st of each month.” Ex. G at 2.

151. Presumably, the “principal” referenced in the additional provision of the MOU refers to the Woods’ repayment of “all moneys paid on behalf of owner/seller” by Defendant Marty Wood Family Trust LLC. Ex. G at 2.

152. The mostly handwritten Warranty Deed represented a transfer of title of the Woods’ property to “Marty Wood *Living* Trust LLC” — not Marty Wood *Family* Trust LLC. Ex. K.

153. Defendants Albarracin and Zamjahn also provided the Woods with a “Statement of Absolute Conveyance” referencing a deed that was not identified on the document, but on information and belief, was the Warranty Deed in Exhibit K. Ex. Y.

154. The Statement of Absolute Conveyance represents “there are no other agreements, oral or written, regarding ownership or occupancy of the land described” in the deed. Ex. Y.

155. This statement is false, as the Woods entered into two other agreements regarding the property — the MOU and the Preliminary Agreement. Exs. G, W.

156. The Statement of Absolute Conveyance also listed Marty Wood Living Trust, LLC as the buyer. Ex. Y.

157. On October 27, 2023, Defendant Albarracin amended the name of Defendant Billy Joe Rucker Living Trust LLC to Marty Wood Family Trust LLC. Ex. X.

1 158. On information and belief, Marty Wood Living Trust LLC is a fictitious business
2 that has never been organized or incorporated under the laws of any state.

3 159. On October 30, 2023, Defendants Albarracin and Zamjahn recorded the Warranty
4 Deed. Ex. K.

5 160. The Warranty Deed does not appear under a search of any of the parties' names
6 because the names, handwritten on the deed, appear in the database as "Craigwood Mary,"
7 "Marywood Living Trust," and "Wood Diane Lynn." A screenshot of the database profile is
8 attached hereto as **Exhibit Z**.

9 161. Recently, on April 16, 2025, Defendant Zamjahn transferred the Woods' property
10 by Warranty Deed to The Nest Group, LLC. (Maricopa County Recorder Doc. No. 20250216176).

11 162. That Warranty Deed purports to convey the property from "Marty Wood Living
12 Trust, LLC, a Delaware limited liability company" by "Gretchen M. Zamjahn, attorney in fact for
13 Edward Albarracin, Manager."

14 163. Defendant Albarracin is not a manager of Marty Wood Living Trust, LLC because
15 it does not exist.

16 ***Targeting Vulnerable Adult Homeowners***

17 164. Since 2022, Defendants have targeted at least five individuals who suffered either
18 physical or mental impairments that rendered them unable to fully understand the nature of the
19 transactions in which they entered with Defendants.

20 *Susan Tepley-Lupo*

21 165. In March 2022, Defendants used the Lupo Family Trust, LLC to acquire an interest
22 in Susan Tepley-Lupo's residence. *See* Compl., Feb. 27, 2025, Dkt. No. 1, *Tepley-Lupo v. Lupo*
23 *Family Trust, LLC, et al.*, CV2025-007502.

24 166. At that time Ms. Tepley-Lupo was 75-years-old and had suffered permanent
25 physical injuries that affected her ability to support herself. *Id.* at 2 ¶ 3.

26 167. Defendants approached Ms. Tepley-Lupo as associates of BID Group and
27 represented they help seniors keep their homes. *Id.* at 2 ¶ 5.

1 168. Defendants provided an MOU to Ms. Tepley-Lupo sub-titled “Senior Equity
2 Advance Program Description.” *Id.* at 21; Ex. I.

3 169. As a result of her interactions with defendants, Ms. Tepley-Lupo filed a civil case
4 that is still ongoing. Plaintiff Tepley-Lupo filed an application for default against Defendants
5 Lupo Family Trust LLC, Albarracin, BID Group, and Lexington Avenue Management, LLC.
6 App., Aug. 2, 2025, Dkt. No. 17, *Tepley-Lupo*, CV2025-007502.

7 Mary Gaytan

8 170. In June of 2022, Defendants Albarracin contacted Mary Gaytan who was 66-years-
9 old at the time and suffered a “mental condition that prevents her from understanding complex
10 communications and transactions.” *See* Compl., July 28, 2022, Dkt. No. 1, *Gaytan v. Private*
11 *Equity Relief, LLC, et al.*, CV2022-009694, at 3 ¶¶ 17–18.

12 171. Despite Ms. Gaytan’s condition, Defendants Albarracin and Zamjahn secured a
13 signed Warranty Deed from Ms. Gaytan transferring her residence to Defendant Equity Relief
14 LLC. (Maricopa County Recorder Doc. No. 20220504736).

15 172. As a result of her transactions with Defendants, Ms. Gaytan filed a civil complaint
16 that resulted in Defendants transferring title of Ms. Gaytan’s property back to her. (Maricopa
17 County Recorder Doc. No. 20230049852).

18 Dolores Jean Burke

19 173. In 2023, Defendants Albarracin and Zamjahn approached Dolores Jean Burke and
20 her daughter Anne Burke who lived together with their caregiver, Anne’s son. Compl., Mar. 10,
21 2025, Dkt. No. 1, *Baker v. Burke Family Living Trust, LLC, et al.*, CV2025-008553, at 4 ¶ 22.

22 174. Dolores held title to the home where she lived with Anne and her grandson. *Id.* at
23 3–4 ¶¶ 15, 17–18.

24 175. At that time, medical conditions prevented Dolores and Anne from caring for
25 themselves. *Id.* at 4 ¶¶ 19–20.

26 176. As a result of their interactions with Defendants Albarracin and Zamjahn, Anne
27 signed an MOU purporting to transfer the property to the Burke Family Living Trust, LLC. A true
28 and correct copy of that MOU is attached hereto as **Exhibit AA**.

177. After Dolores passed away in January 2025, the Special Administrator of her estate brought a civil suit against Defendants Albarracin, Zamjahn, and related entities. The case is ongoing. On July 23, 2025, the Court granted Plaintiff's Motion for Extension of Time to Serve Defendants, giving Plaintiff 90 days from its order. Ord., Jul. 23, 2025, Dkt. No. 15, *Baker*, CV2025-008553.

Mr. and Mrs. Holmes

178. In March 2024, Defendant Albarracin approached a couple, Mr. and Ms. Holmes, who suffered physical and mental impairments which they communicated to Defendant Albarracin. *See* Compl., May 24, 2024, Dkt. No. 1, *Woodrich v. Albarracin, et al.*, CV2024-013136, at 3 ¶ 14, 5 ¶¶ 28–29.

179. At the time, the Holmeses were both taking prescription narcotics every four to six hours and were under the influence of these drugs during their interactions with Defendant Albarracin. *Id.* at 5 ¶¶ 25–32.

180. Despite their warnings and condition, Defendant Albarracin secured a signed Warranty Deed transferring the Holmeses' property to Defendant Holmes Family Trust LLC. (Maricopa County Recorder Doc. No. 20240135205.)

181. These events caused the successor trustee of the Holmeses trust to file a civil suit against Defendants Albarracin, Zamjahn, and related entities.

182. On June 4, 2024, Defendant Albarracin transferred the Holmes' property from "Holmes Family Living Trust, LLC" to the current individual owners. (Maricopa County Recorder Doc. No. 20240300109).

183. On information and belief, Holmes Family Living Trust, LLC is a fictitious entity that has never been organized or incorporated under the laws of any state.

184. The following week, the case was voluntarily dismissed. The State does not know the situation underlying the dismissal.

COUNT 1
CONSUMER FRAUD ACT – ACTS AND PRACTICES
(All Defendants)

185. The allegations in all previous and subsequent paragraphs are hereby incorporated as if set forth fully herein.

186. Beginning at least as early as 2017 for Defendant Albarracin and his Alter Ego Entities existing at that time, and 2020 for Defendant Zamjahn, defendants have used deception, fraud, false pretense, false promises, and misrepresentations and/or engaged in unfair practices in connection with the sale or advertisement of purported real estate services to Arizona homeowners.

187. Those acts include false statements to homeowners that Defendants will help prevent victims from losing their homes in foreclosure.

188. Those acts and practices include false statements to homeowners that Defendants work for organizations that provide services to individuals at risk of losing their homes in foreclosure. Those organizations include BID Group, “Hope Program,” and “Hands With Hope, LLC.”

189. Those acts and practices include giving homeowners flyers that state in large bold type: “I’m NOT here to buy your house!” In reality, Defendants’ sole goal is to buy the homeowner’s house.

190. Those acts and practices also include advertising programs specific to elderly homeowners, including the “Senior Equity Advance Program,” which is a sham subtitle for a Memorandum of Understanding. In reality, Defendants provide no programs or services to elderly homeowners.

191. Those acts include providing false information regarding business entities to victims. For example, Defendants Albarracin and Zamjahn used business cards representing they each worked for BID Group, but the business cards did not include Defendants’ true last names and each provided a different business address. Defendants have used variations of these business cards since at least 2021.

1 192. In addition to the false addresses and other misleading information on the BID
2 Group cards, Defendant Zamjahn also used a title, "Foreclosure Counsel," implying she is
3 authorized to practice law when she is not.

4 193. An individual not authorized to practice law in Arizona must not practice law or use
5 designations "that are reasonably likely to induce others to believe that the person or entity is
6 authorized to engage in the practice of law or provide legal services in Arizona." Arizona Rule of
7 the Supreme Court 31.2.

8 194. A notary public who is not licensed to practice law in Arizona but advertises or
9 represents that they can practice law violates A.R.S. § 41-273(D).

10 195. Those acts and practices, in at least one instance, include Defendant Albarracin
11 recommending a homeowner file bankruptcy paperwork to avoid foreclosure, helping that
12 homeowner complete a bankruptcy application, and filing such paperwork.

13 196. Those acts and practices include recommending homeowners file for probate, and
14 Defendant Albarracin offering to pay for probate.

15 197. Those acts and practices include hiding the existence of these Delaware-
16 incorporated family trust LLCs from the public by re-using these entities but changing their
17 names. Doing so causes the old entity name to no longer appear publicly on the Delaware business
18 entity database.

19 198. Those acts and practices include using various aliases, non-legal names, or fake
20 names verbally and on written materials in communication with homeowners in an effort to make
21 it more difficult for homeowners to know with whom they are interacting.

22 199. Those acts and practices included creating limited liability companies named as
23 family/living trusts to trick homeowners into thinking they are transferring title to property into a
24 protective trust, when in reality Defendant Albarracin is taking title through an alter ego entity.

25 200. Those acts and practices include Defendants representing to victims that Defendants
26 created those entities to protect victims' assets and allow victims to continue to live in their homes.

27 201. Those acts and practices include Defendant Zamjahn providing notary services on
28 documents memorializing agreements, warranty deeds, and other instruments between

homeowners and Alter Ego Entities for which her husband, Defendant Albarracin had a direct beneficial interest in violation of A.R.S. § 41-252(B).

202. Those acts and practices include Defendant Zamjahn's false acknowledgment on at least one Preliminary Agreement for the sale of a property to a family trust LLC stating, *inter alia*, she is not affiliated with any individual or any LLC and does not benefit monetarily from the transaction. This is despite the fact that Defendant Zamjahn notarized the Memorandum of Understanding between the homeowner and family trust LLC for which her husband signed for the LLC as "Trenton Edward, Member" and the Warranty Deed conveying the property to the same family trust LLC.

203. Those acts and practices include writing “B1” on Warranty Deeds recorded with the Maricopa County Recorder to represent to the public that the instrument is exempt from the required affidavit of legal value. Defendants used “B1” to indicate the transfer of title was to provide a debt or obligation, such as a trustee’s deed. *See* A.R.S. § 11-1134(B)(1). In reality, Defendants primarily used Warranty Deeds to purchase properties directly, not as security for loans.

204. Those acts and practices include using confusing and/or aggressive tactics to trick or pressure homeowners to sign documents.

205. Those acts include creating documents with confusing or conflicting terms such as claiming temporary transfers of title to protect homeowners from creditors, when such transfers had no temporary nature.

206. The State seeks the maximum civil penalty against each defendant for each violation of the Consumer Fraud Act, as well as other remedies available for violations of the Consumer Fraud Act.

COUNT 2

CONSUMER FRAUD ACT – OMISSIONS

(All Defendants)

207. The allegations in all previous and subsequent paragraphs are hereby incorporated as if set forth fully herein.

208. Beginning at least as early as 2017 for Defendant Albarracin and his Alter Ego Entities existing at that time, and 2020 for Defendant Zamjahn, defendants have concealed, suppressed, or omitted material facts in connection with the sale or advertisement of real estate services and/or real estate.

209. Those material facts include that the family trust LLCs were not estate planning arrangements created for the benefit of the homeowners as the trustor.

210. Those material facts include that the family trust LLCs were limited liability companies wholly owned by Defendant Albarracin and homeowners had no ownership over the family trust LLCs.

211. Those material facts include that Defendant Zamjahn had either a direct beneficial interest in the transactions for which she provided notary services and/or her husband, Defendant Albarracin, had a direct beneficial interest in those transactions.

212. Those material facts include that Defendants Albarracin and Zamjahn are not authorized to practice law in the State of Arizona, despite Defendant Zamjahn listing her title as “Foreclosure Counsel” on her BID Group and “Hope Program” business cards and Defendant Albarracin advising homeowners to file bankruptcy or probate cases.

213. Defendants concealed, suppressed, or omitted the above material facts with the intent that homeowners rely on those omissions such that they would not realize Defendants stood to directly benefit from these transactions.

214. The State seeks the maximum civil penalty against each defendant for each violation of the Consumer Fraud Act, as well as other remedies available for violations of the Consumer Fraud Act.

COUNT 3

CONSUMER FRAUD ACT – FINANCIAL EXPLOITATION OF VULNERABLE
ADULTS
(All Defendants)

215. The allegations in all previous and subsequent paragraphs are hereby incorporated as if set forth fully herein.

1 216. Since at least 2022, Defendants have sought to secure interests in real property from
2 homeowners, including adults who were unable to protect themselves from exploitation due to
3 physical and/or mental impairment.

4 217. Since at least 2022, Defendants established confidential relationships with at least
5 five vulnerable adults by holding themselves out as foreclosure consultants and/or associates of
6 entities or programs designed to help seniors. *See In re Guardianship of Chandos*, 18 Ariz. App.
7 583, 585 (1972).

8 218. Furthermore, Defendants concealed the fact that the entities involved in transactions
9 with these vulnerable adults were created by Defendants for Defendants' benefit and not the
10 benefit of the vulnerable adult.

11 219. In both intent and effect, Defendants' deceptions, misrepresentations, and omissions
12 established confidential relationships between Defendants and vulnerable adults.

13 220. Establishing confidential relationships with vulnerable adults for the sole purpose
14 of financially exploiting those vulnerable adults is an unfair practice, as it violates the Adult
15 Protective Services Act, A.R.S. § 46-456.

16 221. Defendants knew or should have known that deceiving vulnerable adults in order to
17 trick them into transferring their homes to Defendants at far below market value violates the
18 Consumer Fraud Act.

19 222. Defendants knew or should have known that deceiving vulnerable adults in order to
20 trick them into lease-back agreements benefiting Defendants and to the detriment of the vulnerable
21 adult violates the Consumer Fraud Act.

22 223. The State seeks the maximum civil penalty against each defendant for each act of
23 financial exploitation of a vulnerable adult pursuant to A.R.S. § 44-1531, as well as other remedies
24 available for violations of the Consumer Fraud Act.

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

(Defendant Albarracin and Alter Ego Entities)

225. On information and belief, Defendant Albarracin acted as the sole member and manager of his Alter Ego Entities exercising complete unity and control.

227. Under the circumstances of this pleading, observing the privileges and protections of the Alter Ego Entities would be unjust to scores of homeowners who were victimized by consumer fraud and financial exploitation.

229. To the extent that discovery reveals Defendant Zamjahn was a principal of any of the Alter Ego Entities, liability would flow to and from her and the Alter Ego Entities for the same reasons as for Defendant Albarracin.

WHEREFORE Plaintiff-Intervenor State of Arizona respectfully prays for a Judgment:

- A. Finding liability on all counts in this Complaint;
- B. Finding all notarial acts performed by Defendant Zamjahn in connection with the sale of property in which her husband, Defendant Albarracin, directly benefited, to have violated A.R.S. § 41-252, and to be void;
- C. Ordering Defendants to pay damages in amounts to be proved at trial;
- D. Ordering Defendants pay civil penalties in amounts to be proved at trial;

1 E. Ordering Defendants to disgorge any profits, gains, gross receipts, or other benefits
2 obtained in violation of the Consumer Fraud Act;

3 F. Ordering title to real property acquired in violation of the Consumer Fraud Act be
4 restored to homeowners from whom it was unlawfully taken;

5 G. Dissolving Alter Ego Entities.

6 H. Permanently enjoining all Defendants from any future violations of the Consumer
7 Fraud Act;

8 I. Permanently enjoining Defendants Albarracin and Zamjahn (and their agents,
9 assigns, and related entities) from engaging in any activity, business, or enterprise involving the
10 purchase and sale of real property except for real property used as that defendant's primary
11 residence and that qualifies for a homestead exemption pursuant to A.R.S. § 33-1101;

12 J. Making appropriate referrals to the State Bar of Arizona for investigation of
13 unauthorized practice of law or violations of the Rules of Professional Conduct;

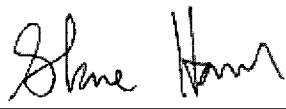
14 K. Making appropriate referrals to Adult Protective Services for investigation of
15 financial exploitation of vulnerable adults;

16 L. Ordering Defendants to pay, jointly and severally, costs recoverable pursuant to any
17 applicable statute, including A.R.S. § 44-2534; and

18 M. Such other relief as the Court deems just and proper.

19
20 DATED this 18th of August, 2025.

21 **KRISTIN K. MAYES**
22 ATTORNEY GENERAL

23 By: 

24 Shane M. Ham
25 Liza M. Lawson
26 Suzanne E. Pendergast
27 *Assistant Attorneys General*
28 *Attorneys for Plaintiff State of Arizona*

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT A



STATE OF ARIZONA
DEPARTMENT OF REAL ESTATE
Enforcement & Compliance Division

www.azre.gov

2910 N. 44TH Street, Suite 100, Phoenix, AZ 85018

DOUGLAS A. DUCEY
GOVERNOR

JUDY LOWE
COMMISSIONER

Phoenix, Arizona
March 16, 2016

Eddie Albarracin
c/o Dax R. Watson, Attorney
Lipson, Neilson, Cole, Seltzer & Garin P.C.
5343 N. 1st Street, Suite 140
Phoenix, AZ 85016

RE: E&C File No. 16F-DI-189

The Arizona Department of Real Estate (the "Department") has reviewed the investigation resulting from a complaint filed with a Department on November 17, 2015. The Department has found evidence that you collected compensation for rendering services in negotiating loans secured by real property, but failed to disclose to the person from whom the compensation is collected that the broker or salesperson is receiving compensation both for real estate brokerage and for mortgage broker services, acted for more than one party in a transaction without the knowledge or consent of all parties to the transaction, and signed the name of another person on any document or form without the express written consent of the person.

The Department considers your conduct to have violated Arizona Revised Statutes and/or Arizona Administrative Codes, including, without limitation: A.A.C. R4-28-802 (A), A.R.S. § 32-2155 (C)(2), and §§ 32-2153 (A)(2), (A)(3), (A)(25), (B)(3), (B)(5), and (B)(7).

These violations constitute grounds for disciplinary action providing for license revocation or suspension, denial of license renewal, and civil penalties of up to \$1,000 for each violation pursuant to A.R.S. §32-2160.01.

As an alternative to the Department referring this matter to the Attorney General's Office for the initiation of a disciplinary hearing at the Office of Administrative Hearings to seek the full enforcement of the Department's statutory rights and remedies, the Department is willing to settle this matter pursuant to the enclosed Consent Order.

Please carefully review this Consent Order and letter. To accept this Consent Order, initial each page in the lower right-hand corner where indicated and sign and date the signature page. Return the signed original Consent Order, along with a certified check for any civil penalty or other payment as noted in the Consent Order payable to the Arizona Department of Real Estate, to this office no later than 5:00 p.m. on March 30, 2016 (the "Settlement Deadline Date"). If the Department does not receive your timely written acceptance by the Settlement Deadline Date, or your written proposal of acceptable alternative settlement terms, this matter may be referred to the Attorney General's Office in order to continue the disciplinary hearing process. Pursuant to A.R.S. §32-2153 (B)(11), failure to respond to the Department in writing regarding this matter may result in further disciplinary action, including Summary Suspension of your license.

Any settlement is subject to the final approval of the Consent Order by the Commissioner after you have returned your executed Consent Order and any required civil penalty.

STATE OF ARIZONA
DEPARTMENT OF REAL ESTATE
Enforcement & Compliance Division

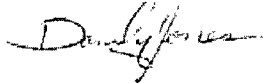
Eddie Albarracin
Page 2
16F-DI-189

For licensees only: A.R.S. §32-2157 (A) provides that a licensee against whom the Department has commenced a disciplinary proceeding may voluntarily surrender their license to the Department, providing that the surrender occurs no less than ten (10) days prior to a disciplinary hearing. Be aware that, after the acceptance of the voluntary surrender of your license, the Department shall not thereafter issue a license under Title 32, Chapter 20, Arizona Revised Statutes to you. If you desire to surrender your license, please notify the assigned Settlement Officer.

Please direct all inquiries or correspondence to **Danielle M. Hazeltine**, Assistant Commissioner, Compliance, dhazeltine@azre.gov.

If there is no tentative agreement to terms for settlement before the Settlement Deadline Date, with the understanding that the settlement is subject to the Commissioner's subsequent acceptance, this proposed offer will be automatically withdrawn without further notice or action, and will no longer be eligible for your acceptance.

Sincerely,



Daniel Y. Jones, Manager
Enforcement and Compliance Division

DJ/dmh

Enc: Consent Order

C: File

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT B



Arizona Department of Real Estate (ADRE)
Enforcement & Compliance Division
www.azre.gov
2910 N. 44th Street, Suite 100, Phoenix, AZ 85018

DOUGLAS A. DUCEY
GOVERNOR
JUDY LOWE
COMMISSIONER

AGREEMENT TO SURRENDER OF LICENSE

RECEIVED

Issue Date: September 9, 2016
E&C File Number: [REDACTED]
License Number: [REDACTED]

Investigation Case Number: [REDACTED]
License Expiration Date: 12/31/2015
NOV 21 2016
AZ DEPT OF REAL ESTATE

EDDIE ALBARRACIN
[REDACTED]

I understand that, as provided by A.R.S. §32-2157 (A) I have the right to voluntarily surrender my license in lieu of the Department continuing with further disciplinary proceedings regarding this pending matter. I, EDDIE ALBARRACIN:

- Understand that, as provided by A.R.S. 32-2157 (A), I am voluntarily surrendering my license in lieu of the Department continuing with an administrative hearing to revoke my real estate license.
- Understand that the Department shall not thereafter issue a license under Title 32, Chapter 20, Arizona Revised Statutes to me.
- Understand that under the present law, by voluntarily surrendering my license, I will no longer have an Arizona real estate license and cannot have an Arizona real estate license in the future.

Upon execution of this Agreement to Surrender of License by EDDIE ALBARRACIN and approval by an authorized Department representative below, this pending matter will be resolved, the investigation closed and license number [REDACTED] will be surrendered to the Department. The undersigned waives all rights to appeal this Agreement to Surrender of License to the Commissioner or any court or other tribunal, and agrees to be bound by this Agreement.

Eddie Albarracin

Licensee's Signature/EDDIE ALBARRACIN

11/20/16

Date

Accepted:

Judy Lowe

JUDY LOWE, Commissioner
Arizona Department of Real Estate

11-21-16

Date

Distribution: Original: ADRE Licensing
Copies: File; EDDIE ALBARRACIN; ; ADRE Bulletin; AG



Arizona Department of Real Estate (ADRE)
Enforcement & Compliance Division

www.azre.gov

2910 N. 44th Street, Suite 100, Phoenix, AZ 85018

DOUGLAS A. DUCEY
GOVERNOR

JUDY LOWE
COMMISSIONER

Phoenix, Arizona
September 9, 2016

EDDIE ALBARRACIN
[REDACTED]

RE: Agreement to Surrender of License Number: [REDACTED] E&C File Number: [REDACTED],
License Expiration Date: 12/31/2015, Investigation Case Number: [REDACTED]

The Arizona Department of Real Estate ("Department") has received your request to voluntarily surrender your license, [REDACTED] in lieu of continuing with the disciplinary proceeding, E&C File Number [REDACTED].

A.R.S. §32-2157 (A) provides that a licensee against whom the Department has commenced a disciplinary proceeding may voluntarily surrender their license to the Department, providing that the surrender occurs no less than ten (10) days prior to a disciplinary hearing. **Be aware that, after the acceptance of a voluntary surrender of a license, the Department shall not thereafter issue a license under Title 32, Chapter 20, Arizona Revised Statutes to you.**

Please be advised that under the present law, by voluntarily surrendering your license, you will no longer have a real estate license and cannot have a real estate license in the future.

IF YOU ARE A DESIGNATED BROKER OR SELF EMPLOYED BROKER, YOU WILL NEED TO SEVER ALL LICENSEES UNDER YOUR EMPLOY BEFORE THE DEPARTMENT WILL ACCEPT YOUR LICENSE SURRENDER. CONTACT THE LICENSING DIVISION AT 602-771-7700.

Please **carefully** review this letter and the attached Agreement to Surrender of License. **DO NOT ALTER THE AGREEMENT IN ANY MANNER, ALTERED AGREEMENTS WILL NOT BE ACCEPTED.** If you wish to proceed with the surrender of your license, sign and date the agreement and return to this office. **This agreement is subject to the final approval of the Commissioner.**

Sincerely,

Daniel Y. Jones

Daniel Y. Jones, Manager
Enforcement and Compliance Division

/dyj

C:File

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT C

Property: [REDACTED]

I validate all the information that's filed at court steps and I'm here because your lender has hired an attorney to initiate foreclosure proceedings and put your home through auction. Our Firm reaches out to homeowners directly to provide information they need to save it or establish a workout plan. Our special practice is Foreclosure Prevention.

Notice Date: 9/24/21 Auction Date: 12/28/21

I'm NOT here to buy your house!

Our Firm specializes in foreclosure prevention, contact me today to set up a free "Meet & Greet" with myself and our senior partner. Together we have over 20 years helping homeowners save their homes, we can help you too!

We offer:

- Safe, free, convenient in your home services! (Masks & Gloves)
- Time is money and we expedite your Reinstatement quote!
- In house Legal department. (Probate too)
- Lender & Notary Services
- Equity Advance Program

If you have funds to reinstate, I'm here as a courtesy to order the reinstatement quote good for 30 days free of charge.

**Find out what you
owe to make it
right!**

Trenton Edward

Gretchen Marie

Specialize in Foreclosure
Prevention

Cell: 602.663.5457
scoutleung@gmail.com

BID GROUP
10401 McDowell Mtn.
Ranch Rd.
Scottsdale, AZ 85255



Schedule your FREE 15 minute "Meet & Greet" today!

Call/text: 602-663-5457

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT D

Property: _____

Exhibit 5

I validate all the information that's filed at court steps and I'm here because your lender has hired an attorney to initiate foreclosure proceedings and put your home through auction. Our Firm reaches out to homeowners directly to provide information they need to save it or establish a workout plan. Our special practice is Foreclosure Prevention.

Notice Date: 6-30-21 Auction Date: 9-29-21

I'm NOT here to buy your house!

Our Firm specializes in foreclosure prevention, contact me today to set up a free "Meet & Greet" with myself and our senior partner. Together we have over 20 years helping homeowners save their homes, we can help you too!

We offer:

Safe, free, convenient in your home services! (Masks & Gloves)

Time is money and we expedite your Reinstatement quote!

In house Legal department. (Probate too)

Lender & Notary Services

Equity Advance Program

If you have funds to reinstate, I'm here as a courtesy to order the reinstatement quote good for 30 days free of charge.

Find out what you
owe to make it
right!

Gretchen Marie
Hope Program/
Foreclosure Counsel

Cell: 602.663.5457
teamG21019@gmail.com

BID GROUP
10401 McDowell Mtn.
Ranch Rd.
Scottsdale, AZ 85255



Schedule your FREE 15 minute "Meet & Greet" today!

Call/text: 602-663-5457

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT E

November

I'm NOT here to buy your house!



Marie Zamjohn
Loan Counsel
Cell: 602.663.5457

Call/Text for your **FREE 15-Minute consultation**. We can call the bank together and help resolve your issue.

Hands With Hope, LLC
3711 E. Pinnacle Peak Rd #284
Scottsdale, AZ 85255

This is a courtesy delivery with the Notice of Trustee Sale.

Your lender has hired an attorney to initiate foreclosure proceedings and put your home through auction. Our Firm reaches out to homeowners directly to provide information they need to save it, or establish a workout plan. There are lots of options!

To forewarn you, you will have a lot of investors knocking on your door...wanting to buy your house for cash. Our business model is quite different, it is to get you reinstated and cancel the foreclosure, **we empower you for success!** We have been helping Arizona homeowners save their home from auction since 2003, we can help you too.

Are you in a Loan Modification review, yet just received this notice of foreclosure?

- ☐ Has your lender told you they are working on a loan modification/or "in review"?
- ☐ Have they said you are "missing documents"?
- ☐ Has your review taken more than 45 days?
- ☐ Have you been approved for more than one loan modification before?
- ☐ Were you in Forbearance and promised automatic modification approval?

If you answered YES to any of the above then something is wrong! And the bank is still telling you everything is ok and you're in review.

Loan modifications are only increasing your payment from approx. 3% to market rate (approx. 7%). Legally they can't tell you that because they are required to put you through the process. ***

WE OFFER:

Equity/Advance Program:

☒ THERE IS A REINSTATEMENT CHECK WAITING FOR YOU

☒ NO CREDIT CHECK

☒ NO INCOME OK

☒ No court involvement (Probate too)

Free Lending & Notary Services

Property:

10000 Captain Dreyfus

Notice of Trustee Sale

10000 Captain Dreyfus

Auction Date: 9-13-23

Time: 10 am

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT F



Trenton Edward
Managing Partner
Acquisition / Mediation Department

10401 McDowell Mnt. Ranch Rd.
Scottsdale, AZ 85255
Ph: 480.828.2005
trentonedward78@gmail.com



**Gretchen
Marie**

Foreclosure Counsel

Cell: 602.663.5457

scoutteamg@gmail.com

Bid Group
8711 E. Pinnacle Peak Rd. #284
Scottsdale, AZ 85255

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT G

MEMORANDUM OF UNDERSTANDING

Address: [REDACTED]

Owner(s): [REDACTED]

This Memorandum of Understanding ("Memorandum") sets forth the parameters of Marty Wood Family Trust LLC ("MWFT") program designed to assist individuals with little to no savings and who are in foreclosure (the "Program"). This Memorandum is an agreement between Marty Wood ("Owner/Seller") and to reinstate/pay off the mortgage to Alhambra CU (the "Lender") and bring current the loan on the subject real property designated above (the "Property"). This does solve Owner's issues in connection with the Lender but is intended to buy time to resolve these issues. The Program is intended to stop the daily and monthly attorneys' fees and increasing reinstatement amounts that the Lender may be accruing.

The Program is not a loan but is an agreement to transfer ownership of the Property into MW or its affiliate's ownership, and to protect the Property from any other creditors, as well as to avoid any further liens or encumbrances being put on the Property.

MWFT will reinstate Owner's mortgage in the approximate amount of aprox. \$ 7411.83 (plus attorneys' fees and other charges as required by the Lender).

Owner will complete the sale of the Property to MWFT by signing a contract and/or affidavit of property value will be signed by seller for the amount of the mortgage balances owed on the property since the property being acquired "subject to all existing liens" on the property and it will be signed concurrently with the memorandum of understanding. If MWFT reinstates the mortgage for Owner, and the Owner is unable to reimburse MWFT, that reinstatement and any other monies paid upfront by MWFT will be deducted from proceeds or relocation funds.

Owner will remain in the Property until (check one): closing of the transfer of title ☐ , or until expiration of a post-possession occupancy agreement as included in the Purchase Contract ☒ . Any such post-sale occupancy agreement shall be further detailed below.

The Program is designed to help Owner in saving their home and to prevent the foreclosure auction on the Property scheduled for: 12/21/23.

This Memorandum is contingent on MWFT approving a clean preliminary title report for the Property.

If Owner and/or squatter is in default and refuses to vacate the Property, there shall be a \$495/day fee plus attorneys' fees, unless otherwise negotiated. Eviction proceedings will commence as determined by MWFT.

If seller chooses to vacate, MWFT may provide relocation funds to Owner in the amount of: \$ TBD . Sales price and or net to seller to be adjusted not to increase more than \$1500 based on sellers guestimate of mtg. balance or increased payoffs or additional liens. Sales

price and/or sellers NET to be adjusted if there is a holdback and or forfeiture. At buyers discretion, purchase price can be lowered to settle any unforeseen clouds on title.

This Memorandum may be recorded by MWET and a legal description of the Property attached by MWET prior thereto. MWET shall have the option to purchase the property in order to satisfy any amounts owed to MW as well as the excess proceeds. If seller vacates or passes the MWET will immediately take possession of the property. No subletting allowed.

☐ Seller will reside in home for the remainder of his/her life. (applies only if checked)

MWET If there is a dispute regarding this Memorandum, any and all legal expenses incurred by MWET or its affiliate will be paid by Owner. If a management fee is added there is a \$25/day late fee in addition to management fee. (*Management Fee only covers things within the house that affect your livelihood for example: AC goes out, Hot Water heater stops working etc.) **Upon repayment in full of all moneys paid on behalf of owner/seller, title will be transferred back into their name.**

Repayment due date: 1/21/23 (24/25)

Additional Provisions: \$600 management fee, \$200 goes towards principal & \$400 goes towards management fee. Due 21st of each month.

Post-Possession Occupancy, if any, will be further documented by a lease, with the following provisions: Rental Term: NA months. Monthly Rental Amount: \$ NA

OWNER(S):

Marty Wood
Name: Marty Wood

Diane L. Wood 10/26/23
Diane Wood Date

Marty Wood Family Trust

LLC, a Delaware Limited Liability Company

By Trenton Edward
Trenton Edward, Member

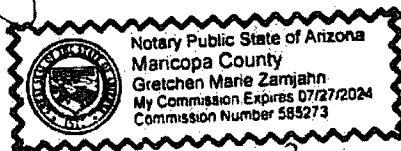
10/26/23
Date

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing Agreement was acknowledged before me this 23 day of October, 2023, by Marty & Diane Wood Owner(s) and Trenton Edward, for Marty Wood Family Trust LLC

[Signature]
Notary Public

My commission expires.



STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT H

Memorandum Of Understanding

- Mary K. Lesage

EQUITY ADVANCE PROGRAM DESCRIPTION

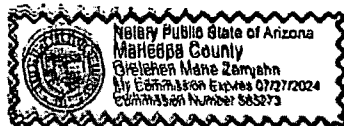
- This program is designed to cater to individuals with little to no savings and in foreclosure. This is a monetary agreement between Mary Lesage and Private Equity Relief, LLC to reinstate the mortgage to the Bank and bring the loan current. This does solve your problem, it buys you hope and time to resolve your issues. It stops the hemorrhaging of daily & monthly attorney fees and stops your reinstatement amount from increasing.
- This is not a loan. This will transfer the subject property into Private Equity Relief, LLC or affiliate LLC, and protect the homeowner from any other creditors/as well as any further liens or encumbrances being put on the home. This also protects Private Equity Relief, LLC monetary interest in the property god forbid Mary Lesage passes away.
- Private Equity Relief, LLC will reinstate Mary Lesage in the amount of \$ 30k (plus attorney fees) plus 60k hnd lien.
- Mary Lesage will remain in property if there is a separate post-possession/leaseback (Circle one) agreement. Any such agreement shall be provided or detailed below.
- Program is designed to help the homeowner in saving the home & to prevent the foreclosure auction on 9/8/22.
- This is contingent on a clean preliminary title report.
- Private Equity Relief, LLC shall have the option to purchase the property in order to satisfy any amounts owed to Private Equity Relief, LLC as well as the proceeds.
- If homeowner and/or squatter is in default and refuses to vacate the property, there shall be a \$200/day fee plus attorney fees, unless otherwise negotiated. *Eviction proceedings will commence*
- Private Equity Relief, LLC shall pay off mortgage balance in the amount of 148,677.19 and providing relocation funds to the homeowner in the amount of: 75,000 unless otherwise negotiated.
- This is the for the sale of the property and in return we will give the homeowner a life estate/lifelong lease back until Mary Lesage passes in the amount of \$ NA per month for the rest of her life. *Seller will vacate no later than 9/8/22.*
- In the event Mary Lesage tries to rescind our meeting of the minds, any and all legal expenses incurred by Private Equity Relief, LLC or affiliate LLC will be paid by Mary Lesage.

Extra Verbiage:

[Signature]
Mary Lesage

[Signature]
Private Equity Relief, LLC

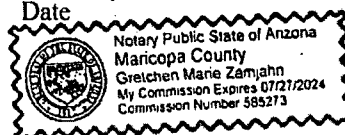
[Signature]
Notary



7/9/22
Date

7/9/22
Date

7-9-22
Date



STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT I

Memorandum Of Understanding

- Susan Tepley-Lupo

SENIOR EQUITY ADVANCE PROGRAM DESCRIPTION

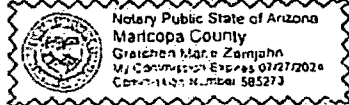
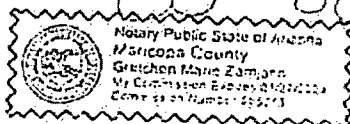
- This program is designed to cater to individuals with little to no savings and in foreclosure. This is a monetary agreement between Susan Tepley - Lupo and Lexington Ave. Management, LLC to reinstate the mortgage to the Bank and bring the loan current. This doesn't solve your problem but it buys you hope and time. It stops the hemorrhaging of daily & monthly attorney fees and stops your reinstatement amount from increasing.
- This is not a loan. This will temporarily transfer the interest and protect the homeowner from any other creditors/as well as any further liens or encumbrances being put on the home. This also protects Lexington Ave. Management, LLC monetary interest in the property god forbid Susan Tepley-Lupo passes away. and or AFE. Vets LLC's.
- Lexington Ave. Management, LLC will reinstate Susan Tepley-Lupo in the amount of \$22,247.17 (plus attorney fees)
- Susan Tepley-Lupo will remain in property only if there is post-possession/leaseback (Circle one) a separate agreement will be provided or detailed below.
- Program is designed to help the homeowner in saving the home & to prevent the foreclosure auction on 6/7/22.
- This is contingent on a clean preliminary title report.
- Property will revert back to Susan Tepley-Lupo when she reimburses Lexington Avenue Management, LLC by NA at 0% interest. Otherwise Lexington Avenue Management, LLC has the option to purchase the property in order to reimburse Lexington Avenue Management, LLC as well as excess proceeds.
- Post possession NA days. If homeowner and/or squatter refuses to leave there will be a \$200/day penalty plus attorney fees unless otherwise negotiated.
- Lexington Ave. Management, LLC paying off mortgage balance in the amount of Approx. 245,000 and providing relocation funds to the homeowner in the amount of 700 if tenant decides to break 1.5 year lease back of 1441.25 and vacate premises. Tenant will receive up to 5K or otherwise negotiated.

Extra Verbiage:

Susan Tepley-Lupo
Susan Tepley-Lupo

Lexington Avenue Mgt. (ETA)
Lexington Ave. Management, LLC

Gretchen Marie Zarnahn
Notary



3/10/2022
Date

3/10/2022
Date

3-10-22
Date

Susan Tepley-Lupo
Susan Tepley-Lupo
Date 12/14/22

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT J

Memorandum Of Understanding

_____ - Daniela G. Jacuzzi

SENIOR EQUITY ADVANCE PROGRAM DESCRIPTION

- This program is designed to cater to individuals with little to no savings and in foreclosure. This is a monetary agreement between Daniela G. Jacuzzi and Lexington Ave. Management, LLC to reinstate the mortgages and bring the loans current.
- This is not a loan. This is a transfer the homeowners interest and protects the homeowner from any other creditors/as well as any further liens or encumbrances being put on the home. This also protects Lexington Ave. Management, LLC monetary interest in the property god forbid Daniela G. Jacuzzi passes away.
- This also gives Daniela G. Jacuzzi financial assurance, that anything that goes wrong with the house will be covered. (Ex: hot water heater, AC unit, pool pump, roof leak, etc)
- **Lexington Ave. Management, LLC will reinstate JP Morgan/CHASE Bank for Daniela G. Jacuzzi in the amount of \$7,394.20 (plus attorney fees)**
- **Also reinstate TIAA Bank (LoanCare is servicer) \$47,168.82 (plus attorney fees)**
- If Daniela G. Jacuzzi is able to reinstate and receive her social security benefits in the amount of \$2,000/month, she will contribute that to the monthly mortgage payment of \$2,284.70/month to LoanCare (loan servicer of TIAA) and Lexington Avenue Management will pay the difference in perpetuity. If not Lexington Avenue Management will have to pay off the entire mortgage is the amount of \$314,874.21
- If the process of getting the Social Security benefits takes several months but she is confirmed to get them, Lexington Avenue Management LLC will pay the mortgage in the meantime.
- Daniela G. Jacuzzi will remain in property and a separate lifelong-leaseback agreement will be provided.
- Program is designed to help the homeowner in saving the home & to prevent the foreclosure auction on 6/9/22.
- This is contingent on a clean preliminary title report.

Extra Verbiage:

This is for the sale of the property + buyer has the option to create a separate LLC for this property.

Daniela G. Jacuzzi

Daniela G. Jacuzzi

Lexington Avenue Mgmt (E+M)

Lexington Ave. Management, LLC

[Signature]

Notary

3/14/22

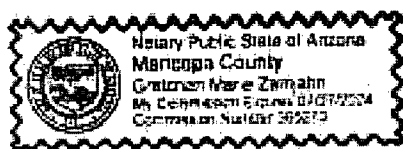
Date

3/14/22

Date

3-4-2022

Date



Memorandum Of Understanding

[REDACTED] - Daniela G. Jacuzzi

SENIOR EQUITY ADVANCE PROGRAM DESCRIPTION

1. This agreement is in addition to the Memorandum of Understanding previously signed on 3/14/22.
2. THE REINSTATEMENT AMOUNT OF \$47,168.82 will be transferred FROM CHASE ACCT ENDING IN 1173 TO WELLS FARGO BUSINESS ACCT
3. THE ACCOUNT WILL BE NAMED JACUZZI FAMILY TRUST LLC.
4. THE SOLE PURPOSE OF ACCT IS TO PAY ANY EXPENSES INCLUDING MTC 1st & 2nd UTILITIES, POOL, LANDSCAPING, MEDICAL AND OR PERSONAL EMERGENCY EXPENSES. OR TO RELOCATE HER IF SHE VACATES.
5. THE JACUZZI FAMILY TRUST WILL IN TURN TAKE POSSESSION.
6. THIS ACCT IS TO BE USED AS AN EMERGENCY FUND, GOOD FOR BID WE CAN'T ACCESS HER CHASE ONLINE ACCT. OR DANIELA JACUZZI ENDS UP IN THE HOSPITAL AND IS UNABLE TO FINANCIALLY MAINTAIN THE HOME NO FAMILY MEMBER OR ANY THIRD PARTY INCLUDING NEIGHBORS OR UNKNOWN FAMILY MEMBERS ARE PROHIBITED FROM CONTRACTUAL INTERFERENCE IN PERPETUITY REGARDING THIS AGREEMENT
THIS AGREEMENT IS WITH DANIELA JACUZZI ONLY UNTIL SHE PASSES AWAY SUBSEQUENTLY JACUZZI FAMILY TRUST WILL TAKE OCCUPANCY AND POSSESSION.
ALL PARTIES INVOLVED IN THIS TRANSACTION ARE RELIEVED OF ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY, NO CHANGES CAN BE MADE TO THIS AGREEMENT SINCE WE HAVE BOTH COME TO A MEETING OF THE MINDS.

X IF THERE IS A DISPUTE PERTAINING TO OUR AGREEMENT ANY AND ALL LEGAL EXPENSES WILL BE PAID BY DANIELA JACUZZI.

Daniela G. Jacuzzi
Daniela G. Jacuzzi

5-4-22

Date

5/4/22

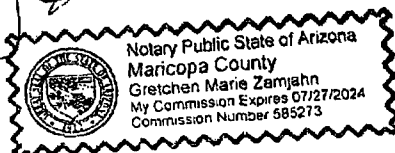
Date

5/4/22

Date

Jacuzzi Family Trust LLC

Notary



STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT K

Recording Requested By:

And When Recorded Mail To:

Marty Wood Living Trust, LLC
919 N. Market St #950
Wilmington, DE 19801

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER

STEPHEN RICHER

20230560530 10/30/2023 08:22

ELECTRONIC RECORDING

6863wsunnysidedeed-1-1-1--
crocfers

Space Above This Line For Recorder's Use

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Marty Craig Wood & Diane Lynn Wood, Husband & wife, as
do/does hereby convey to community property with right of survivorship

Marty Wood Living Trust, LLC, a Delaware limited liability company

the following real property situated in Maricopa County, State of Arizona:

Legal Description: [REDACTED] III according to Book 248 of
Maps, page 45, records of Maricopa County, Arizona

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: 10-26-23

GRANTOR(S):

Sign Name: X Marty Wood X Diane L. Wood

Print name: Marty Wood & Diane Wood

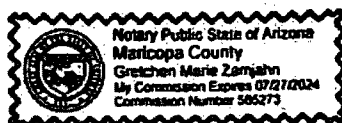
B1

State of Arizona

County of Maricopa

On 26 day of October, 2023 before me the undersigned Notary Public, personally appeared Marty & Diane Wood, Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature: [Signature] My Commission Expires: 7/27/24



STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT L

Recording Requested By:

And When Recorded Mail To:
Private Equity Relief, LLC a limited liability company
919 N. Market St. #950
Wilmington, DE 19801

315NFraserW-3-1-1--
Garcia

This area reserved for County
Recorder

WARRANTY DEED

For the consideration of ten Dollars, and other valuable considerations,

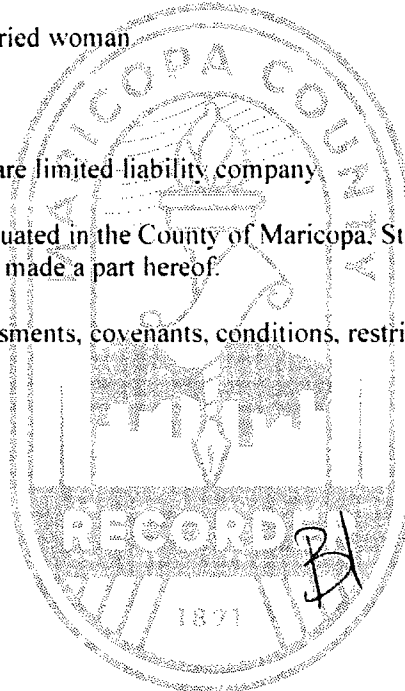
I, Mary Katherine Lesage, an unmarried woman

Do hereby convey to

Private Equity Relief LLC, a Delaware limited liability company

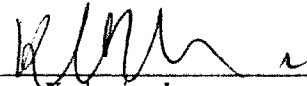
The following described property situated in the County of Maricopa, State of Arizona:
See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: Existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements,
and all other matters of record.



And I do warrant the title against all persons whomsoever, subject to the matters above set forth.

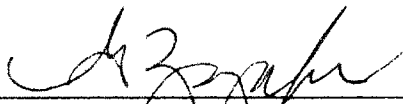
Dated: 7/8/22

X 
Mary Katherine Lesage

STATE OF Arizona)
County of Maricopa) SS

On July 8, 2022 before me, the undersigned Notary Public, personally appeared Mary Katherine Lesage, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who's name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

My Commission Expires:

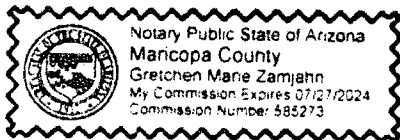


Exhibit "A"

THE WEST 128 FEET OF LOT 55, OF FRASER FIELDS, ACCORDING TO BOOK 34 OF MAPS,
PAGE 35 IN MARICOPA COUNTY, ARIZONA.

20220640113
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
JUSTIN HEAP



The foregoing instrument is an
electronically prepared
full, true and correct copy
of the original record in this
office.

Attest: 08/08/2025 10:57:31 AM

By Justin Heap Recorder

To Verify this purchase visit
<https://recorder.maricopa.gov/recording/verify-cert.html?id=333986>

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT M

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20220276737 03/29/2022 08:11
ELECTRONIC RECORDING

Recording Requested By:

And When Recorded Mail To:
Lupo Family Trust, LLC a limited liability company
919 N. Market St. #950
Wilmington, DE 19801

9035ewinchomb-3-1-1--
amine

This area reserved for County
Recorder

WARRANTY DEED

For the consideration of ten Dollars, and other valuable considerations,

I, Susan Tepley-Lupo, An unmarried woman

Do hereby convey to

Lupo Family Trust LLC, a Delaware limited liability company

The following described property situated in the County of Maricopa, State of Arizona:
See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: Existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements,
and all other matters of record.

51

And I do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated: 3-10-22

x Susan Tepley-Lupo
Susan Tepley-Lupo

STATE OF Arizona)
County of Maricopa)SS

On March 10, 2022 before me, the undersigned Notary Public, personally appeared Susan Tepley-Lupo personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who's name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

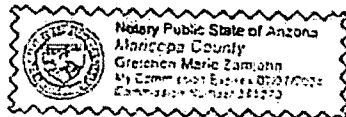


Exhibit "A"

Lot 389, of SCOTTSDALE VISTA NORTH TOWNHOMES, according to Book 259, of Maps, Page 23, records of Maricopa County, Arizona;

Except all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description;

Together with all uranium, thorium or any other material which may be determined by laws of the United States, or of this State, or decisions of the Courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved by the State of Arizona, in the Patent of said land.

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT N

Recording Requested By:

And When Recorded Mail To:
Jacuzzi Family Trust, LLC a limited liability company
919 N. Market St. #950
Wilmington, DE 19801

4914ECheryl-3-1-1--
ramosj

This area reserved for County
Recorder

WARRANTY DEED

For the consideration of ten Dollars, and other valuable considerations,

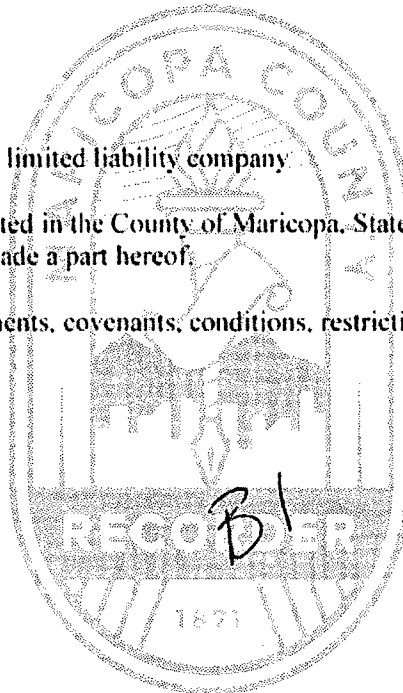
I, Daniela G. Jacuzzi, a widow,

Do hereby convey to

Jacuzzi Family Trust LLC, a Delaware limited liability company

The following described property situated in the County of Maricopa, State of Arizona:
See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: Existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements,
and all other matters of record.



And I do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated: 3-14-2022

X Daniela G. Jacuzzi
Daniela G. Jacuzzi

STATE OF Arizona)
County of Maricopa)SS

On March 14, 2022 before me, the undersigned Notary Public, personally appeared Daniela G. Jacuzzi personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who's name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

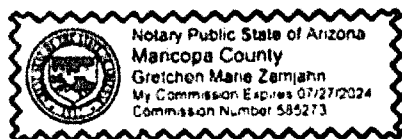


Exhibit "A"

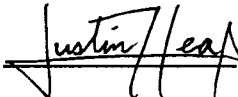
Lot 12, MOUNTAIN VIEW ESTATES REPLAT, a subdivision recorded in Book 164 of Maps, Page 14, records of Maricopa County, Arizona.

20220236666
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
JUSTIN HEAP



The foregoing instrument is an
electronically prepared
full, true and correct copy
of the original record in this
office.

Attest: 08/08/2025 10:56:37 AM

By  Recorder

To Verify this purchase visit
<https://recorder.maricopa.gov/recording/verify-cert.html?id=333985>

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT O

Dated: February 7, 2019



Brenda K. Martin

Brenda K. Martin, Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

In re:

BRET R. WILSON,

Expunged Debtor.

Chapter 7

Case No. [REDACTED]

**ORDER GRANTING MOTION TO
EXPUNGE BANKRUPTCY FILING**

Before the Court is Bret R. Wilson's Motion to Expunge Bankruptcy Filing ("Motion") filed on December 27, 2018. In the Motion, Mr. Wilson alleges that David Jacks filed this petition without his consent and asks that the Court expunge the bankruptcy filing. After notice to Mr. Wilson and Mr. Jacks, the Court held a hearing on the matter on February 6, 2019. Mr. Wilson appeared and testified under oath. Mr. Jacks did not appear.

Mr. Wilson testified under oath to the following at the hearing:

1. That Mr. Jacks and Trenton Edwards met with him on August 14, 2018 to discuss a solution to avoid the August 15, 2018 scheduled foreclosure on his home.
2. That, at that time, Mr. Jacks and Mr. Edwards offered to assist him and suggested he fill out the paperwork for filing bankruptcy as part of the plan to avoid the foreclosure.

3. That Mr. Wilson told them he did not want to file bankruptcy and that Mr. Jacks and Mr. Edwards assured him the paperwork they had prepared would not actually be filed but would be used in some manner at the foreclosure sale.

4. That Mr. Wilson was unclear how the papers were to be used, but signed them with the understanding that they would not be filed with the Court.

5. That the following morning at approximately 6:46 a.m., Mr. Wilson contacted Mr. Jacks on the phone to convey that he no longer needed Mr. Jacks' and Mr. Edwards' assistance in averting the foreclosure as a prior offer had come through that would be bringing his mortgage current.

6. That Mr. Wilson has not spoken with Mr. Jacks or Mr. Edwards since that phone call.

7. That on August 22, 2018 Mr. Wilson learned from Equifax that a bankruptcy was showing on his credit report.

8. That upon investigating, Mr. Wilson learned that at approximately 10:01 a.m., on August 15, 2018, Mr. Jacks had filed the bankruptcy papers Mr. Wilson had executed on August 14, 2018.

Pursuant to 11 U.S.C. § 105, the Court has the power to expunge a bankruptcy case where the case is filed without a debtor's consent. *See also In re Buppelmann*, 269 B.R. 341, 341-42 (Bankr. M.D. Penn. 2001). Based upon the Motion and the testimony of Mr. Wilson, the Court finds Mr. Wilson's testimony credible that he did not file or consent to the filing of this bankruptcy case. Accordingly, the Court will grant the Motion and expunge this bankruptcy case.

The Court instructs the Clerk's office to mark the top of the bankruptcy docket as expunged and restrict access to all pleadings on the docket with the exception of this Order.

ORDERED ACCORDINGLY.

• • •

1 Copies emailed/mailed this
2 7th day of February 2019, to:

3 Bret R. Wilson
[REDACTED]

4 #B204
[REDACTED]

5 Email: [REDACTED]
6 Expunged Debtor

7 David Jacks
[REDACTED]

9 Jill H. Ford
10 Chapter 7 Trustee
11 P.O. Box 5845
12 Carefree, AZ 85377

12 U.S. Trustee
13 OFFICE OF THE U.S. TRUSTEE
14 230 N. First Avenue
15 Suite 204
16 Phoenix, AZ 85003

17 By: /s/Rachael M. Stapleton
18 Judicial Assistant
19
20
21
22
23
24
25
26

Notice Recipients

District/Off: 0970-2

User: [REDACTED]

Date Created: 2/7/2019

Case: [REDACTED]

Form ID: [REDACTED]

Total: 1

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db BRET R WILSON [REDACTED] [REDACTED] [REDACTED]

TOTAL: 1

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT P

Person Filing: Jack E. Baker
Address (If not protected): [REDACTED]
City, State, Zip Code: [REDACTED]
Telephone: _____
Email Address: _____
Lawyer's Bar Number: _____
Licensed Fiduciary Number: _____
Representing ☒ Self, without a Lawyer or ☐ Attorney for ☐ Petitioner OR ☐ Respondent

JEFF FINE	
Clerk of the Superior Court	
By Conrad Chavez, Deputy	
Date 07/21/2023 Time 16:43:49	
Description	Amount
CASE# [REDACTED]	
INFORMALS/AFFIDAVITS	279.00
TOTAL AMOUNT	279.00
FOR CLERK'S USE ONLY	
Receipt# 29354112	

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

In the Matter of the Estate of:

Case No: PB [REDACTED]

Jackee Baker Wright

☒ an Adult or ☐ a Minor, deceased

☒ **APPLICATION FOR INFORMAL
APPOINTMENT OF PERSONAL
REPRESENTATIVE**
(Person Died Without a Will - "Intestate Estate")

OR

☐ **APPLICATION FOR INFORMAL PROBATE OF
WILL and FOR INFORMAL APPOINTMENT
OF PERSONAL REPRESENTATIVE**
(Person Died With a Will - "Testate Estate")

1. This is an application for: (check one box)

☒ **Informal Appointment of Personal Representative because the person died without a Will**
("Intestate Estate")

OR

☐ **Informal Probate of Will and for Informal Appointment of Personal Representative**
because the person died with a Will ("Testate Estate").

2. I live in Maricopa (County) Arizona (State), and I am entitled to file this
Application under A.R.S. 14-3301 because I am: (check the box that applies)

- ☒ The surviving spouse of the person who died;
☐ An adult child of the person who died;
☐ A parent of the person who died;
☐ A brother or sister of the person who died;
☐ (Check the box only if there is not a Will) A person entitled to property of the person who died under
Arizona law;

9. ☒ I believe that the person who died had no Will. (Check the box only if there is not a Will.)

I exercised reasonable diligence, and I am not aware of any unrevoked Will, amendment to a Will, or a trust signed by the person who died that relates to property in this state.

OR

- ☐ I believe that the Will dated _____ was validly executed and is the last Will of the person who died. I exercised reasonable diligence, and I am not aware of any document that revokes the Will, or any amendment to the Will signed by the person who died.

10. I have priority for appointment as Personal Representative because there is a will and:
(Check boxes that apply – *if* there is a will)

- ☐ I am named as personal representative in the Will of the person who died;
☐ I am the surviving spouse of the person who died and am named in the Will;
☐ I am another person named in the Will of the person who died;
☐ I am the surviving spouse of the person who died;
☐ I am another person entitled to inherit the property of the person who died because (explain):

11. The names, relationships and addresses of all parties who have a prior or equal right to appointment under A.R.S. 14-3203 are (if you need more space, attach a separate page):

Name	Relationship	Address
None		

12. **BOND INFORMATION:** (Check one box)

- ☒ A bond is not required of the Personal Representative under A.R.S. 14-3603 because all the legal heirs have filed written waivers of bond. I request to be appointed Personal Representative to administer the estate without bond,

OR

- ☐ A bond is not required because the Will waives the bond for the Personal Representative. I request to be appointed Personal Representative to administer the estate without bond,

OR

- ☐ A bond is required of the Personal Representative under A.R.S. 14-3603 because all the legal heirs have not filed written waivers of bond and my best estimate of the fair market value of all the property owned by the person who died and subject to the probate jurisdiction of the Court is as follows:

Case No. _____

Personal Property	\$ _____
Real Property (less encumbrances)	\$ _____
Expected annual income of Estate	\$ _____
TOTAL	\$ _____

I request to be appointed Personal Representative to administer the estate with a bond as might be required.

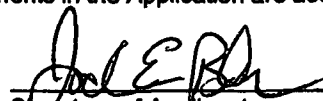
13. The time for informal appointment has not expired under A.R.S. 14-3108 because:
(check which box is true)

☒ Two years have not passed since the death of the person; OR

☐ Other (Explain) (See a lawyer to help with this, if more than 2 years have passed):

OATH or AFFIRMATION AND VERIFICATION OF APPLICANT

The Applicant states under oath or affirms that the statements in the Application are accurate and complete to the best of his or her knowledge and belief.



Signature of Applicant

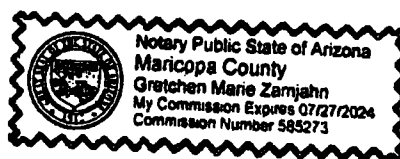
STATE OF Arizona

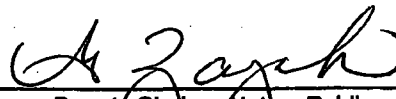
COUNTY OF Maricopa

Subscribed and sworn to or affirmed before me this: July 21, 2023 by
(date)

Jack E. Baker

(notary seal)





Deputy Clerk or Notary Public

STATE OF ARIZONA

CERTIFICATION OF VITAL RECORD

ORIGINAL
STATE COPY

STATE OF ARIZONA DEPARTMENT OF HEALTH SERVICES-BUREAU OF VITAL RECORDS CERTIFICATE OF DEATH

State File Number

1. DECEDENT'S LEGAL NAME (FIRST, MIDDLE, LAST, SUFFIX) JACKEE, BAKER WRIGHT		2. AKA'S (IF ANY)		3. DATE OF DEATH	
4. SEX FEMALE	5. SOCIAL SECURITY NUMBER	6. DATE OF BIRTH	7. AGE YEARS		
8. CITY/TOWN, COUNTY AND ZIP OR LOCATION OF DEATH					
9. PLACE OF DEATH (TYPE OF PLACE OF DEATH AND FACILITY NAME/ADDRESS)					
10. BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY) PHOENIX, ARIZONA		11. MARITAL STATUS MARRIED BUT SEPARATED		12. NAME OF SURVIVING SPOUSE PRIOR TO FIRST MARRIAGE (FIRST, MIDDLE, LAST, SUFFIX) UNKNOWN, UNKNOWN	
13. DECEDENT'S USUAL RESIDENCE ADDRESS (STREET, CITY, COUNTY, STATE, ZIP)					
14. DECEDENT'S HISPANIC ORIGIN(S) NO, NOT SPANISH/HISPANIC/LATINO		15. DECEDENT'S RACE(S) WHITE		16. EVER IN ARMED FORCES NO	
17. FATHER'S NAME (FIRST, MIDDLE, LAST, SUFFIX)		18. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (FIRST, MIDDLE, LAST, SUFFIX)			
19. INFORMANT'S NAME (FIRST, MIDDLE, LAST, SUFFIX)		20. INFORMANT'S MAILING ADDRESS		21. RELATIONSHIP PARENT	
22. NAME AND ADDRESS OF FUNERAL FACILITY OR RESPONSIBLE PERSON		23. FUNERAL DIRECTOR'S NAME OR RESPONSIBLE PERSON BRIAN, MCBRIDE		24. LICENSE NUMBER	
25. METHOD(S) OF DISPOSITION CREMATION		26. NAME AND LOCATION OF 1ST DISPOSITION FACILITY		27. NAME AND LOCATION OF 2ND DISPOSITION FACILITY	
28. A. IMMEDIATE CAUSE OF DEATH DIABETES					
29. B. DUE TO OR AS A CONSEQUENCE OF				30. APPROXIMATE INTERVAL	
31. C. DUE TO OR AS A CONSEQUENCE OF				32. APPROXIMATE INTERVAL	
33. D. DUE TO OR AS A CONSEQUENCE OF				34. APPROXIMATE INTERVAL	
35. D. DUE TO OR AS A CONSEQUENCE OF				36. APPROXIMATE INTERVAL	
37. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO THE DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART I					
38. INJURY?		39. INJURY AT WORK?		40. MANNER OF DEATH NATURAL DEATH	
41. TIME OF DEATH 18:08		42. WAS AN AUTOPSY PERFORMED? NO		43. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?	
44. NAME OF PERSON COMPLETING CAUSE OF DEATH STEVEN, B. WOLPERT					
45. DATE CERTIFIED					

Date Registered: _____

Date Issued: _____



This is a true certification of the facts on file with the Arizona Department of Health Services, Bureau of Vital Records, PHOENIX, ARIZONA.
Revised 07/2016

Krystal Colburn

KRYSTAL COLBURN
ASSISTANT STATE REGISTRAR



ARIZONA DEPARTMENT
OF HEALTH SERVICES

This copy not valid unless prepared on a form displaying the State Seal and impressed with the raised seal of the issuing agency.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT Q

2023 AUG 15 PM 4:02

Clerk of Superior Court
201 W Jefferson St
Phoenix, AZ 85003

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

In the matter of the Estate of:)
JACKEE BAKER WRIGHT)
_____)
Decedent)

CASE NO: [REDACTED]
AMENDED Registrar's Denial

The Probate Registrar finds that the accompanying documents do not meet the statutory requirements, for the following reasons:

In Applicant's first attempt applying for Personal Representative, they applied as the decedent's spouse. They were denied as the death certificate clearly shows them as the parent of the decedent.

In Applicant's second attempt applying for Personal Representative, they applied correctly as the decedent's parent with insistence the decedent was not married at the time of death. They were denied, and an amended certified death certificate showing the decedent was never married/divorced or a court-certified copy of dissolution of marriage was requested.

In Applicant's latest attempt applying for Personal Representative, they admit the decedent was married to Adam Wright at the time of death. A Renunciation/Consent to Appointment and the Waiver of Bond from Adam Wright have been submitted, with notary proof Adam Wright was the signer.

After reviewing three different applications that were signed and sworn under penalty of perjury as complete/correct by the same applicant, the Registrar is not satisfied and will not approve an informal application. Please see ARS § 14-3309 for information and note the Applicant may still proceed formally to be appointed Personal Representative in this case.

**If you need assistance, please contact the Probate Lawyers Assistance Project at
602-732-2834**

Kristin Melzer Digitally signed by Kristin Melzer
Date: 2023.08.15 15:11:34 -07'00'
By: _____
Deputy Probate Registrar

**For questions regarding your denial please e-mail,
COCProbateRegistrarmail@maricopa.gov**

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT R

Person Filing: Jack E. Baker

Address (if not protected): _____

City, State, Zip Code: _____

Telephone: _____

Email Address: _____

Lawyer's Bar Number: _____

Licensed Fiduciary Number: _____

Representing ☒ Self, without a Lawyer or ☐ Attorney for ☐ Petitioner OR ☐ Respondent

CLERK OF THE
SUPERIOR COURT
FILED
A. MITTELSTAEDT, DEP

2023 AUG 14 PM 5:25

FOR CLERK'S USE ONLY

AMENDED
SUPERIOR COURT OF ARIZONA
IN MARICOPA COUNTY

In the Matter of the Estate of:

Case No: PB _____

Jackee Baker Wright

☒ an Adult or ☐ a Minor, deceased

☒

**APPLICATION FOR INFORMAL
APPOINTMENT OF PERSONAL
REPRESENTATIVE**
(Person Died Without a Will - "Intestate Estate")

OR

☐

**APPLICATION FOR INFORMAL PROBATE OF
WILL and FOR INFORMAL APPOINTMENT
OF PERSONAL REPRESENTATIVE**
(Person Died With a Will - "Testate Estate")

1. This is an application for: (check one box)

☒

Informal Appointment of Personal Representative because the person died without a Will
(**"Intestate Estate"**)

OR

☐

Informal Probate of Will and for Informal Appointment of Personal Representative
because the person died with a Will ("Testate Estate"**).**

2. I live in Maricopa (County) Arizona (State), and I am entitled to file this
Application under A.R.S. 14-3301 because I am: (check the box that applies)

☐

The surviving spouse of the person who died;

☐

An adult child of the person who died;

☒

A parent of the person who died;

☐

A brother or sister of the person who died;

☐

(Check the box only if there is not a Will) A person entitled to property of the person who died under
Arizona law;

- ☐ (Check the box only if there is a Will) A person who was nominated/named as Personal Representative by a Will;
- ☐ At least 45 days have passed since the person died, and I am a creditor.

3. The name of the person who died is: Jackee Baker Wright

This person died on _____, (date of death) at the age of _____ years.

At the time of death, the person who died lived in the following county and state: Maricopa
Arizona and 120 hours or more have passed since the time of death.

4. ☐ There is a Will and the original of the Will of the person who died, dated _____, is filed with this Application.

5. The person who died left behind the following persons who are the surviving spouse, children and others entitled to take property under Arizona law: (if you need more space, attach a separate page):

Name	Age	Relationship	Address
Adam Wright			
Jack E. Baker			

6. This is the correct county in which to file the probate because the person who died was a resident of this county or owned property in this county at the time of death.

7. To the best of my knowledge, (check one box)

☒ no personal representative for the estate has been appointed in this state or elsewhere

OR

☐ a personal representative for the estate has been appointed in this state or elsewhere:

_____ (name of the person)

_____ (name of state)

8. ☐ I have OR ☒ I have not received a demand for notice from any interested person, and

☐ I am OR ☒ I am not aware of any demand for notice by any interested person or any proceedings concerning the person who died, in this state or elsewhere.

9. ☒ I believe that the person who died had no Will. (Check the box only if there is not a Will.)

I exercised reasonable diligence, and I am not aware of any unrevoked Will, amendment to a Will, or a trust signed by the person who died that relates to property in this state.

OR

- ☐ I believe that the Will dated _____ was validly executed and is the last Will of the person who died. I exercised reasonable diligence, and I am not aware of any document that revokes the Will, or any amendment to the Will signed by the person who died.

10. I have priority for appointment as Personal Representative because there is a will and:
(Check boxes that apply – *If* there is a will)

- ☐ I am named as personal representative in the Will of the person who died;
☐ I am the surviving spouse of the person who died and am named in the Will;
☐ I am another person named in the Will of the person who died;
☐ I am the surviving spouse of the person who died;
☐ I am another person entitled to inherit the property of the person who died because (explain):

11. The names, relationships and addresses of all parties who have a prior or equal right to appointment under A.R.S. 14-3203 are (if you need more space, attach a separate page):

Name	Relationship	Address
Adam Wright		

12. **BOND INFORMATION:** (Check one box)

- ☒ A bond is not required of the Personal Representative under A.R.S. 14-3603 because all the legal heirs have filed written waivers of bond. I request to be appointed Personal Representative to administer the estate without bond,

OR

- ☐ A bond is not required because the Will waives the bond for the Personal Representative. I request to be appointed Personal Representative to administer the estate without bond,

OR

- ☐ A bond is required of the Personal Representative under A.R.S. 14-3603 because all the legal heirs have not filed written waivers of bond and my best estimate of the fair market value of all the property owned by the person who died and subject to the probate jurisdiction of the Court is as follows:

Case No. _____

Personal Property	\$ _____
Real Property (less encumbrances)	\$ _____
Expected annual income of Estate	\$ _____
TOTAL	\$ _____

I request to be appointed Personal Representative to administer the estate with a bond as might be required.

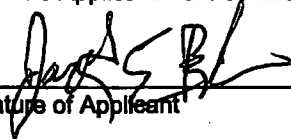
13. The time for informal appointment has not expired under A.R.S. 14-3108 because:
(check which box is true)

☒ Two years have not passed since the death of the person; OR

☐ Other (Explain) (See a lawyer to help with this, if more than 2 years have passed):

OATH or AFFIRMATION AND VERIFICATION OF APPLICANT

The Applicant states under oath or affirms that the statements in the Application are accurate and complete to the best of his or her knowledge and belief.



Signature of Applicant

STATE OF Arizona

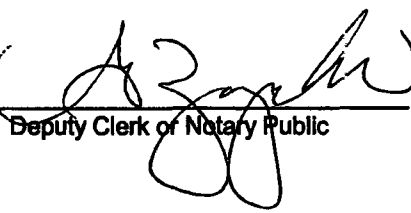
COUNTY OF Maricopa

Subscribed and sworn to or affirmed before me this: Aug 10, 2023 by
(date)

Jack E. Baker

(notary seal)





Deputy Clerk of Notary Public

Person Filing: Jack E Baker
Address (If not protected): [REDACTED]
City, State, Zip Code: [REDACTED]
Telephone: [REDACTED]
Email Address: [REDACTED]
Lawyer's Bar Number: [REDACTED]
Licensed Fiduciary Number: [REDACTED]

CLERK OF THE
SUPERIOR COURT
FILED
A. MITTELSTAEDT, DEP

2023 AUG 14 PM 5: 26

FOR CLERK'S USE ONLY

Representing ☒ Self, without a Lawyer or ☐ Attorney for ☐ Petitioner OR ☐ Respondent

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

In the Matter of the Estate of:

Case Number: PB [REDACTED]

Jackee Baker Wright

☒ an Adult ☐ a Minor, deceased

WAIVER OF RIGHT TO APPOINTMENT AS PERSONAL REPRESENTATIVE AND CONSENT TO APPOINTMENT OF PERSONAL REPRESENTATIVE

THE UNDERSIGNED PERSON STATES AS FOLLOWS:

1. I am: (check one box)

- ☒ (Check only if there is NO Will) an heir of the decedent's estate without a Will or
☐ (Check only if there IS a Will) a person named in the decedent's Will.

2. I have priority for appointment as Personal Representative of this estate under A.R.S. 14-3203 because:
(check which box applies)

- ☐ (Check only if there IS a Will) I am named as Personal Representative in the Will of the person who died;
☐ (Check only if there IS a Will) I am the surviving spouse of the person who died and I am named in the Will;
☐ (Check only if there IS a Will) I am another person named in the Will of the person who died;
☒ I am the surviving spouse of the person who died;

☐ I am another person entitled to inherit the property of the person who died because (explain) _____

3. I waive and want to give up any right I have to appointment as the Personal Representative of this estate.
4. I consent to the appointment of (name) Jack E. Baker as
Personal Representative of the estate.

[Signature]
Signature

STATE OF Arizona

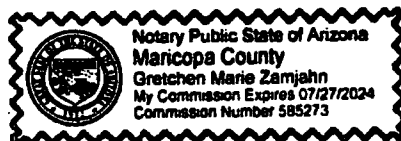
COUNTY OF Maricopa

Subscribed and sworn to or affirmed before me this August 10, 2023 by
Subscribed and sworn to or affirmed before me this: _____
(date)

Adam Wright

(notary seal)

[Signature]
Deputy Clerk or Notary Public



STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT S

2023 AUG 24 PM 3:09

Jack E. Baker

Access Legal Document Preparation, LLC, AZCLDP #81762
Katherine Trojahn, AZCLDP #81377

**SUPERIOR COURT OF ARIZONA
FOR THE COUNTY OF MARICOPA**

In the Matter of the Estate of:

JACKEE BAKER WRIGHT,

Deceased.

Case No.: [REDACTED]

PETITION FOR FORMAL APPOINTMENT
OF PERSONAL REPRESENTATIVE

1. This Petition is made by JACK E. BAKER who is interested in this Estate because he is the father of the decedent.

2. Decedent died on [REDACTED] at the age of [REDACTED] years. At the time of death, Decedent was domiciled in City of Phoenix, in Maricopa County, State of Arizona.

3. Decedent left surviving the following persons who are the siblings of decedent:

<u>Name and Address</u>	<u>Age</u> <u>(if minor)</u>	<u>Relationship</u> <u>To Decedent</u>
Jack E. Baker		[REDACTED]
[REDACTED]		
Adam Wright		[REDACTED]
[REDACTED]		

5. Venue for this proceeding is in this county because Decedent owned property in this county at the time of death.

1 6. A Personal Representative has not been appointed in this matter,

2 7. Petitioner has not received a demand for notice and is not aware of any demand for notice
3 by any interested person of any proceedings concerning decedent in this state or elsewhere.

4 8. Petitioner is unaware of any testamentary documents, but if one is discovered, will
5 immediately file it with this Court.

6 9. The time for formal probate and appointment has not expired under A.R.S. §14-3108
7 because less than two years has passed since the decedent's death

8 10. Petitioner states that JACK E. BAKER, of [REDACTED]
9 of Arizona, does not have priority for appointment as Personal Representative pursuant to the
10 provisions of A.R.S. §14-3203. The only other person having priority for appointment is ADAM
11 WRIGHT and he signed a Renunciation and Waiver of Bond which is being filed concurrently
12 herewith
13
14

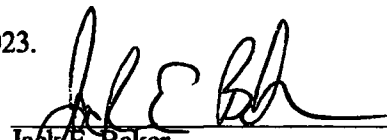
15 11. A Bond is not required of the Personal Representative, as it has been waived by the
16 interested parties.

17 Petitioner requests that the Court, after notice and hearing, issue a judicial Order which:

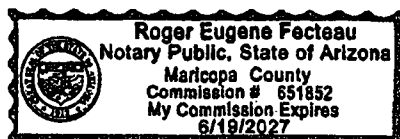
18 (A) Determine that the decedent died intestate;

19 (B) Appoints Jack E. Baker as Personal Representative of Decedent's Estate
20 without bond.
21

22 DATED this 24 day of August, 2023.

23 
24 Jack E. Baker

25 SUBSCRIBED AND SWORN TO before me this 24 day of August
26 2023, by Jack E. Baker




Notary Public

CLERK OF THE
SUPERIOR COURT
FILED
T. BLAND, DEP

2023 AUG 24 PM 3:09

Person Filing: Jack E. Baker
Address (If not protected):
City, State, Zip Code:
Telephone:
Email Address:
Lawyer's Bar Number:
Licensed Fiduciary Number:

FOR CLERK'S USE ONLY

Representing ☒ Self, without a Lawyer or ☐ Attorney for ☐ Petitioner OR ☐ Respondent

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

In the Matter of the Estate of:

Case Number: PB

Jackee Baker Wright

☒ an Adult ☐ a Minor, deceased

WAIVER OF RIGHT TO APPOINTMENT AS PERSONAL REPRESENTATIVE AND CONSENT TO APPOINTMENT OF PERSONAL REPRESENTATIVE

THE UNDERSIGNED PERSON STATES AS FOLLOWS:

1. I am: (check one box)
☒ (Check only if there is NO Will) an heir of the decedent's estate without a Will or
☐ (Check only if there IS a Will) a person named in the decedent's Will.
2. I have priority for appointment as Personal Representative of this estate under A.R.S. 14-3203 because:
(check which box applies)
☐ (Check only if there IS a Will) I am named as Personal Representative in the Will of the person who died;
☐ (Check only if there IS a Will) I am the surviving spouse of the person who died and I am named in the Will;
☐ (Check only if there IS a Will) I am another person named in the Will of the person who died;
☒ I am the surviving spouse of the person who died;

Case No. _____

☐ I am another person entitled to inherit the property of the person who died because (explain)

3. I waive and want to give up any right I have to appointment as the Personal Representative of this estate.

4. I consent to the appointment of (name) Jack E. Baker as
Personal Representative of the estate.


Signature

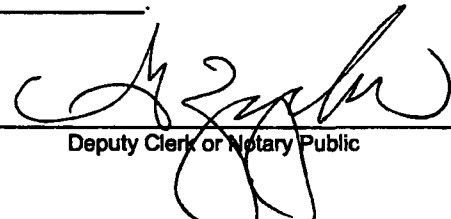
STATE OF Arizona

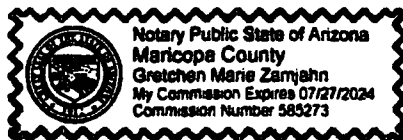
COUNTY OF Maricopa

Subscribed and sworn to or affirmed before me this: Aug 23, 2023 by
(date)

Adam Wright

(notary seal)


Deputy Clerk or Notary Public



STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT T

Person Filing: Edward Zyburt

Address (if not protected): _____

City, State, Zip Code: _____

Telephone: _____

Email Address: _____

Lawyer's Bar Number: _____

Licensed Fiduciary Number: _____

Representing ☒ Self, without a Lawyer or ☐ Attorney for ☐ Petitioner OR ☐ Respondent

JEFF FINE
Clerk of the Superior Court
By Ivette Valenzuela, Deputy
Date 02/06/2024 Time 16:07:36

Description	Amount
CASE# _____	
INFORMALS/AFFIDAVITS	279.00
TOTAL AMOUNT	279.00
FOR CLERK'S USE ONLY	
Receipt# _____	

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

In the Matter of the Estate of:

Case No: PB _____

Donald Zyburt

☒ an Adult or ☐ a Minor, deceased



**APPLICATION FOR INFORMAL
APPOINTMENT OF PERSONAL
REPRESENTATIVE**
(Person Died Without a Will - "Intestate Estate")

OR



**APPLICATION FOR INFORMAL PROBATE OF
WILL and FOR INFORMAL APPOINTMENT
OF PERSONAL REPRESENTATIVE**
(Person Died With a Will - "Testate Estate")

1. This is an application for: (check one box)



Informal Appointment of Personal Representative because the person died without a Will
("Intestate Estate")

OR



Informal Probate of Will and for Informal Appointment of Personal Representative
because the person died with a Will ("Testate Estate").

2. I live in _____ (County) Arizona (State), and I am entitled to file this
Application under A.R.S. 14-3301 because I am: (check the box that applies)



The surviving spouse of the person who died;



An adult child of the person who died;



A parent of the person who died;



A brother or sister of the person who died;



(Check the box only if there is not a Will) A person entitled to property of the person who died under
Arizona law;

- ☐ (Check the box only if there is a Will) A person who was nominated/named as Personal Representative by a Will;
- ☐ At least 45 days have passed since the person died, and I am a creditor.

3. The name of the person who died is: Donald Zyburt

This person died on , (date of death) at the age of years.

At the time of death, the person who died lived in the following county and state:
Arizona and 120 hours or more have passed since the time of death.

4. ☐ There is a Will and the original of the Will of the person who died, dated _____, is filed with this Application.

5. The person who died left behind the following persons who are the surviving spouse, children and others entitled to take property under Arizona law: (if you need more space, attach a separate page):

Name	Age	Relationship	Address
Edward Zyburt			

6. This is the correct county in which to file the probate because the person who died was a resident of this county or owned property in this county at the time of death.

7. To the best of my knowledge, (check one box)

☒ no personal representative for the estate has been appointed in this state or elsewhere

OR

☐ a personal representative for the estate has been appointed in this state or elsewhere:

_____ (name of the person)

_____ (name of state)

8. ☐ I have OR ☒ I have not received a demand for notice from any interested person, and

☐ I am OR ☒ I am not aware of any demand for notice by any interested person or any proceedings concerning the person who died, in this state or elsewhere.

9. ☒ I believe that the person who died had no Will. (Check the box only if there is not a Will.)

I exercised reasonable diligence, and I am not aware of any unrevoked Will, amendment to a Will, or a trust signed by the person who died that relates to property in this state.

OR

- ☐ I believe that the Will dated _____ was validly executed and is the last Will of the person who died. I exercised reasonable diligence, and I am not aware of any document that revokes the Will, or any amendment to the Will signed by the person who died.

10. I have priority for appointment as Personal Representative because there is a will and:
(Check boxes that apply – *if* there is a will)

- ☐ I am named as personal representative in the Will of the person who died;
☐ I am the surviving spouse of the person who died and am named in the Will;
☐ I am another person named in the Will of the person who died;
☐ I am the surviving spouse of the person who died;
☐ I am another person entitled to inherit the property of the person who died because (explain):

11. The names, relationships and addresses of all parties who have a prior or equal right to appointment under A.R.S. 14-3203 are (if you need more space, attach a separate page):

Name	Relationship	Address
NONE		

12. **BOND INFORMATION:** (Check one box)

- ☒ A bond is not required of the Personal Representative under A.R.S. 14-3603 because all the legal heirs have filed written waivers of bond. I request to be appointed Personal Representative to administer the estate without bond,

OR

- ☐ A bond is not required because the Will waives the bond for the Personal Representative. I request to be appointed Personal Representative to administer the estate without bond,

OR

- ☐ A bond is required of the Personal Representative under A.R.S. 14-3603 because all the legal heirs have not filed written waivers of bond and my best estimate of the fair market value of all the property owned by the person who died and subject to the probate jurisdiction of the Court is as follows:

Case No. _____

Personal Property	\$ _____
Real Property (less encumbrances)	\$ _____
Expected annual income of Estate	\$ _____
TOTAL	\$ _____

I request to be appointed Personal Representative to administer the estate with a bond as might be required.

13. The time for Informal appointment has not expired under A.R.S. 14-3108 because:
(check which box is true)

☐ Two years have not passed since the death of the person; OR

☒ Other (Explain) (See a lawyer to help with this, if more than 2 years have passed):
This application is filed under the following exception, A.R.S. #14-3108 (4)
which is attached hereto. No court proceeding concerning the succession or
administration of this estate has occurred.

OATH or AFFIRMATION AND VERIFICATION OF APPLICANT

The Applicant states under oath or affirms that the statements in the Application are accurate and complete to the best of his or her knowledge and belief.

Edward J. Zyburt
Signature of Applicant

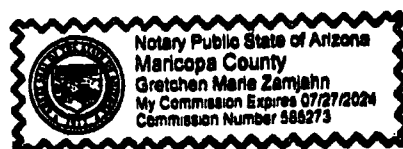
STATE OF Arizona

COUNTY OF Maricopa

Subscribed and sworn to or affirmed before me this: February 16, 2024 by
(date)

Edward Zyburt

(notary seal)



[Signature]
Deputy Clerk or Notary Public

CERTIFICATION OF VITAL RECORD

STATE OF ARIZONA

STATE OF ARIZONA
DEPARTMENT OF HEALTH SERVICES - OFFICE OF VITAL RECORDS
CERTIFICATE OF DEATH

State File NO. 102

1. DECEDENT'S LEGAL NAME (FIRST, MIDDLE, LAST) DONALD E ZYBURT				2. AKA'S (IF ANY)		3. DATE OF DEATH JANUARY 07, 2014	
4. SEX MALE	5. SOCIAL SECURITY NUMBER	6. DATE OF BIRTH	7. AGE	8. MONTHS		9. DAYS	10. HOURS
12. PLACE OF DEATH ☒ INPATIENT ☐ EX-OUTPATIENT ☐ DEAD ON ARRIVAL				13. PLACE OF DEATH - OTHER THAN HOSPITAL: ☐ NURSING HOME OR LONG TERM CARE FACILITY ☐ RESIDENCE ☒ HOSPICE FACILITY ☐ OTHER			
14. FACILITY NAME (OR STREET ADDRESS IF NOT A FACILITY):				15. CITY, TOWN & ZIP CODE OR LOCATION OF DEATH:		16. COUNTY OF DEATH:	
17. BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY)				18. MARITAL STATUS AT TIME OF DEATH MARRIED		19. NAME OF SURVIVING SPOUSE (MAIDEN NAME IF WIFE) MARY ELIZABETH KERN	
20. DECEDENT'S USUAL RESIDENCE STREET ADDRESS:				21. CITY AND COUNTY:		22. STATE ARIZONA	23. ZIP CODE
25. WAS DECEDENT OF HISPANIC ORIGIN? ☐ NO, NOT SPANISH, HISPANIC OR LATINO ☐ YES, MEXICAN, MEXICAN AMERICAN, CHICANO ☐ YES, PUERTO RICAN ☐ YES, CUBAN ☐ YES, OTHER (SPECIFY) ☐ UNKNOWN				26. DECEDENT'S RACE(S): ☐ WHITE ☐ BLACK, AFRICAN AMERICAN ☐ NATIVE HAWAIIAN ☐ ASIAN INDIAN ☐ CHINESE ☐ FILIPINO ☐ JAPANESE ☐ GUAMANIAN OR CHAMORRO ☐ KOREAN ☐ VIETNAMESE ☐ SAMOAN ☐ AMERICAN INDIAN OR ALASKA NATIVE ☐ OTHER ASIAN (SPECIFY) ☐ OTHER PACIFIC ISLANDER (SPECIFY) ☐ OTHER (SPECIFY) ☐ UNKNOWN		27. IF AMERICAN INDIAN OR ALASKA NATIVE, SPECIFY UP TO 4 TRIBES OR PRIMARY OR ENROLLED TRIBE ADDITIONAL TRIBE ADDITIONAL TRIBE ADDITIONAL TRIBE	
28. OCCUPATION TEACHER				30. MOTHER'S NAME (FIRST, MIDDLE, & LAST NAME PRIOR TO FIRST MARRIAGE)			
29. FATHER'S NAME (FIRST, MIDDLE, LAST)				31. INFORMANT'S NAME			
32. RELATIONSHIP				33. INFORMANT'S MAILING ADDRESS:			
34. NAME AND ADDRESS OF FUNERAL FACILITY:				35. FUNERAL DIRECTOR: DAVID ALLEN, FUNERAL DIRECTOR			
36. LICENSE NUMBER				37. METHOD(S) OF DISPOSITION: DONATION/CREMATION			
38. NAME AND LOCATION OF 1st DISPOSITION FACILITY: SOUTHWEST INSTITUTE FOR BIO-ADVANCEMENT, TUCSON, ARIZONA				39. NAME AND LOCATION OF 2nd DISPOSITION FACILITY: SERENITY MORTUARY SERVICES, INC, PHOENIX, ARIZONA			
40. MEDICAL CERTIFICATION SECTION CAUSE OF DEATH PART I				41. APPROXIMATE INTERVAL: UNKNOWN			
42. B. COMPLICATIONS OF BLUNT FORCE HEAD TRAUMA				43. APPROXIMATE INTERVAL			
44. C.				45. APPROXIMATE INTERVAL			
46. D.				47. APPROXIMATE INTERVAL			
48. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSES GIVEN ABOVE:				49. INJURY? YES NO			
50. INJURY AT WORK? NO				51. MANNER OF DEATH? ACCIDENT			
52. TIME OF DEATH? 0735				53. WAS AN AUTOPSY PERFORMED? NO			
54. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?				55. NAME OF PERSON COMPLETING CAUSE OF DEATH: LESLEY EDITH WALLIS-BUTLER, D.O.			
56. DATE CERTIFIED:				57. CERTIFIER'S ADDRESS:			
58. NAME OF REGISTRAR: MICHELE CASTANEDA-MARTINEZ				59. DATE REGISTERED:			

DATE ISSUED

This is a true certification of the facts on file with the OFFICE OF VITAL RECORDS,
ARIZONA DEPARTMENT OF HEALTH SERVICES, PHOENIX, ARIZONA
Revised 12/2012.

This copy not valid unless prepared on a form displaying the State Seal and impressed with the raised seal of the issuing agency.

ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT

KHALEEL HUSSAIN
ASSISTANT STATE REGISTRAR

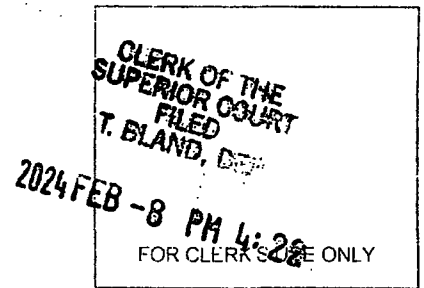
Arizona
Department of
Health Services

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT U

Person Filing: Edward Zyburt
Address (if not protected): [REDACTED]
City, State, Zip Code: [REDACTED]
Telephone: _____
Email Address: _____
Lawyer's Bar Number: _____
Licensed Fiduciary Number: _____



Representing ☒ Self, without a Lawyer or ☐ Attorney ☐ Petitioner OR ☐ Respondent

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

In the Matter of the Estate of:

Case No.: P [REDACTED]

Donald Zyburt

☒ an Adult OR ☐ a Minor, deceased

**LETTERS OF APPOINTMENT OF
PERSONAL REPRESENTATIVE AND
ACCEPTANCE OF APPOINTMENT AS
PERSONAL REPRESENTATIVE**

LETTERS OF PERSONAL REPRESENTATIVE

Edward Zyburt (name) is appointed as Personal Representative of this Estate without restriction except as follows:

Personal Representative shall have no right to possess estate assets beyond that necessary to confirm title to rightful successors to the estate.

WITNESS: FEB 08 2024 (date)

JEFF FINE, CLERK
CLERK OF SUPERIOR COURT



By [Signature]
Deputy Clerk

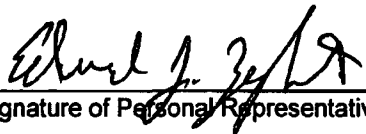
T. Bland

Case Number: _____

ACCEPTANCE OF APPOINTMENT

I accept the duties of Personal Representative of the Estate of the above-named person who has died and do solemnly swear or affirm that I will perform the duties as Personal Representative according to law.

DATED: 2/6/24


Signature of Personal Representative

Edward Zybert
Printed Name



STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT V

PURCHASE AND SALES AGREEMENT

DATED: 11/11/20

PARTIES: Timothy Marshall as Seller, and Private Equity Relief LLC, as Buyer, whose mailing address is 14040 N. Cave Creek Rd #210 Phx, Az 85022 and telephone number is 480-828-2005. Buyer and Seller which terms may be singular or plural and will include the heirs, successors, personal representatives and assigns, hereby agree that the Seller shall sell and Buyer shall buy the following legally described Property.

I. THE PROPERTY DESCRIBED AS: [REDACTED] (Street address)

City of Mesa State of AZ County of Maricopa Zip code [REDACTED]

II. FINANCING/TERMS/PURCHASE PRICE:

The Purchase Price Offered is: \$ 170,000 ⁰⁰.

Seller to Net \$30,000.

Deposit(s) to be held in escrow by Company of Buyer's choice. Deposit to be placed into escrow prior to the closing of escrow in the amount of: \$1000.00. Balance to close, (U.S. Cash, certified or cashier's check) which is not including Buyer's closing costs or any proration's will be subject to adjustment and prorations / Approximate / Exact: 169,000.00. Sales price and or net to seller to be adjusted not to increase more than \$1500 based on sellers guesstimate of mtg. balance or increased payoffs or additional liens. Sales price and/or sellers NET to be adjusted if there is a holdback and or forfeiture. At buyers discretion, purchase price can be lowered to settle any unforeseen clouds on title or lowered to monetarily supplement any downward market value changes or compensate for any acts of God affecting the market value of the home.

If checked **All Cash Purchase** X

If checked Subject to Existing Mortgages/Loans: See Addendum #

III. Earnest Money Receipt: Seller hereby acknowledges and accepts the amount of consideration as the total consideration for the sale of the property to Buyer. Seller is satisfied as to the amount of consideration and acknowledges the consideration to be a sufficient amount to purchase the aforementioned Property.

IV. APPRAISAL CONTINGENCY: This Agreement is contingent upon a written appraisal of the Property by a licensed or certified appraiser. The Buyer will order and pay for an appraisal on the property. If the appraised value is less than \$ 0 which is the amount quoted by The Seller as to what the house is Worth in its As Is Condition in Today's Market, After Repair Value, the Buyer may, within three (3) calendar days of Buyer's receipt of the appraisal, at Buyer's sole option, declare this agreement null and void. Buyer is entitled to a return of all deposits, if any, less the appraisal fee and any other escrow expenses or fees chargeable to the Buyer. Thereafter, neither the Buyer, the Seller nor any brokers shall have any further rights, obligations, or liabilities under this contract.

V. CLOSING DATE: This transaction shall be closed and the Deed and other Closing Papers delivered in 0 days following the date of final acceptance or on 12/3/2020, or sooner, unless extended by other provisions of this Purchase and Sales Agreement, or by written agreement at the sole option of the buyer. Buyer can extend close of escrow in perpetuity without written consent from seller if extra time is needed due to unforeseen circumstances, additional liens or any creditor negotiations.

VI. OCCUPANCY: Exclusive irrevocable possession and occupancy shall be delivered to Buyer, Buyer's Assignees, or Buyer's Agents at 5:00 PM on the date this agreement is signed by Seller, or on the date of Close of Escrow, on 11/15/2021 or no later than 10 days after Close of Escrow. If there is a Post Possession the hold back will be 20% of sellers net proceeds. If homeowner does not vacate on agreed upon date of occupancy then holdback will be forfeited at buyers discretion and will be penalized \$200 a day until homeowner vacates and a \$1000 fine if eviction is initiated thru an attorney. All relatives, belongings and debris must be removed from home or holdback will be forfeited.

If checked Property shall be vacant at least 0 days prior to Close of Escrow.

If checked Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein.

VII. CONDITION OF PROPERTY: Buyer is buying property in an **"AS-IS"** condition.

Buyer's Initials

[Signature]

Seller's Initials

[Signature]

VIII. INSPECTION OF PROPERTY: Buyer shall have until the close of escrow to complete all Buyer investigations of the Property and approve all matters affecting the Property for resale including but not limited to; black mold, fire, flood, foundation issues and non-permitted additional square footage. Buyer may in Buyer's sole and absolute discretion reduce the sales price for proposed repair credit or give notice of termination of this Agreement at any time prior to the expiration of the inspection period, and upon such termination, all deposits held in escrow shall be returned to Buyer. Inspection period to run concurrently with close of escrow.

IX. COSTS: Buyer shall pay for all normal closing costs. Costs shall not include voluntary or involuntary liens against the property.

X. NON-AGENCY RELATIONSHIP: A principal with Buyer is a Department of Real Estate Licensee. An Agency relationship between Buyer and Seller does not exist. Seller should seek advice from their legal counsel prior to agreeing to the terms of this Agreement.

XI. TIME FOR ACCEPTANCE AND EFFECTIVE DATE: This Offer shall be deemed revoked unless the Offer is signed by Seller indicating an Acceptance and a copy of the Signed Offer is received by the Buyer on or before 12:01 PM, on 11/14/2020. If a copy of the Signed Offer is not received by Buyer on or before the Date and Time stated above, the aforesaid Deposit(s) shall be, at the option of the Buyer, returned to Buyer and this offer shall thereafter be null and void.

XII. ASSIGNABILITY: Buyer may assign this Agreement.

XIII. RESELL: Seller is aware that Buyer intends on reselling the property for a PROFIT. All profits made by Buyer during this transaction relating to the reselling of the property are the sole interest of and solely owned by the Buyer.

XIV. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.

XV. NOT A LOAN TO SELLER TRANSACTION: Seller acknowledges that the buyer is not lending to the seller any monies and this Purchase and Sales Agreement is an agreement to purchase the aforementioned Property only. All monies shall be given to the seller on the day escrow closes as defined in section II. If buyer reinstates loan, seller has to reimburse buyer from proceeds at close of escrow.

XVI. SECURITY DEPOSITS: Security deposits, if any, shall be paid to the Buyer. Unless otherwise agreed upon.

XVII. LIENS: Seller shall, both as to the Property and Personally being sold hereunder, furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of any liens known or reasonably expected to be known to Seller and further attesting that there have been no improvements to the Property for ninety days immediately preceding date of closing. Buyer also has the option to reinstate any liens and deduct it from purchase price. Buyer has the right to purchase the property (Subject to) unless completely opposed by the seller.

XVIII. PLACE OF CLOSING: Closing at the office of the attorney or other closing agent designated by Buyer which will be Empire West Title / Holly Harris: Branch Manager 4505 E. Chandler Blvd. Ste 145 Phoenix, Az 85048. 602-749-7126 ph fax 480-763-0308

XIX. TIME: Time is of the essence of this Agreement. Any reference herein to time periods of less than six days shall in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

XX. ATTORNEY FEES AND COSTS: In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

XXI. DEFAULT BY SELLER: In the event that Seller should fail to consummate the transaction contemplated herein for any reason, except Buyer's default; (i) Buyer may enforce specific performance of this Agreement in a court of competent jurisdiction and in such action shall have the right to recover damages suffered by Buyer by reason of the delay in the acquisition of the Property, or (ii) may bring suit for damages for breach of this Agreement, in which event, the deposit made hereunder shall be forthwith returned to Buyer, or (iii) declare a default, demand and receive the return of the deposit. All rights, powers, options or remedies afforded to Buyer either hereunder or by law shall be cumulative and not alternative and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or by law.

XXII. DEFAULT BY BUYER: In the event Buyer should fail to consummate the transaction contemplated herein for any reason, except default by Seller

Page 3 of 3

Buyer's Initials

()

Seller's Initials

()

or the failure of Seller to satisfy any of the conditions to Buyer's obligations, as set forth herein, Buyer shall be entitled to retain 10% of the earnest money. \$100.00 of liquidated damages will be awarded for the failure of Buyer to perform the duties and obligations imposed upon it by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, and no other damages rights or remedies shall in any case be collectible, enforceable or available to Seller other than as provided in this Section, and Seller agrees to accept and take said deposit as Seller's total damages and relief hereunder in such event.

XXIII. MEMORANDUM OF CONTRACT RECORDABLE, PERSONS BOUND AND NOTICE: Buyer may cause to be recorded, at Buyer's option and expense, in the public records of the county in which the property is located, an executed Memorandum of Contract. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party. In the event the buyer elects to reinstate the loan due to an upcoming foreclosure, hence having the option to purchase the property 'subject to' or to provide the seller with relocation funds prior to COE, a warranty deed will be signed by the seller to transfer title to the buyer and or nominee to secure his monetary interest in the subject property to prevent any future liens or encumbrances. This contract is also contingent upon any unknown encumbrances or liens against the property appearing on the preliminary title report, which includes current payoffs that exceed the amount that was originally stated by the homeowner or personal representative at the signing of this contract. Furthermore, both seller and buyer are fully aware that we are entering into a contract to purchase the property to avoid foreclosure and this contract is in no way construed otherwise. The warranty deed will be recorded subsequently seller will receive any monies agree upon or stated above unless otherwise stated below, this will be done to prevent any additional liens or encumbrances on subject property from any unknown parties to protect buyer's monetary interest in property.

XXIV. PRORATIONS AND INSURANCE Paid by buyer: Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property shall be prorated as of date of closing. Buyer shall have the option of taking over any existing policies of insurance on the Property, if assumable, in which event premiums shall be prorated. The cash at closing shall be increased or decreased as may be required by said prorations. All references in the Agreement to proration's as of date of closing will be deemed date of occupancy if occupancy occurs prior to closing, unless otherwise provided for herein.

XXV. OTHER AGREEMENTS: No prior or present verbal agreements or representations, all must be in typewritten in the form of an addendum.

XXVI. CLERICAL ERROR WAIVER: In the event the Buyer at any time discovers that any of the documents executed in connection with this transaction contain an error caused by clerical mistake, calculation error, computer malfunction, printing error or similar error, all parties agree they will be fixed in writing.

XXVII. MARKETING: Seller authorizes Buyer to market property during escrow for Buyer's benefit. Marketing is defined as, but not limited to, placing the property for sale in the Real Estate Multiple Listing Service (MLS), advertising in the Newspaper or other periodical, and placing a for sale sign on the property.

XXVIII. MEETING OF THE MINDS ACKNOWLEDGEMENT: Seller has thoroughly and completely reviewed the Purchase and Sales Agreement and understands completely all terms and conditions contained therein. Seller further acknowledges having no confusion, uncertainty about any aspect of the Purchase and Sales Agreement and has sufficient experience in real estate transacting to be able to sign the Agreement with absolute confidence in Seller's ability to comprehend all matters related to it and to the sale of the property. Seller further understands and agrees to have been given sufficient time to read through this Agreement and has also been given the opportunity to seek advice from Seller's legal counsel prior to agreeing to the terms of this Purchase and Sales Agreement. The Buyer, their representatives, or Seller's current situation has not forced Seller into signing this Agreement.

XXIX. ADDITIONAL TERMS:

Buyer to pay for Probate
 Buyer to reinstate
 Buyer to pay for moving: Labor & Unk. in Mesa.

Buyer	Date	Seller	Date
x Edward T. Albarricin	11/11/20	x Timothy Lee Marshall	11/11/20
Eddie Albarricin		Timothy Marshall	

Page 3 of 3

Buyer's Initials (E) ()

Seller's Initials (T) ()

EXHIBIT A

LOT 20, OF EL DORANDO ESTATES OF MESA UNIT TWO, IN THE CITY OF MESA,
COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN ON MAP FILED IN BOOK
205, PAGE 24 OR MAPS, AND AFFIDAVIT OF CORRECTION RECORDED IN DOCKET
13400, PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN : [REDACTED]

AKA: [REDACTED]

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT W

PRELIMINARY AGREEMENT

DATED: Oct 23, 2023

PARTIES: Marty + Diane Wood as Seller, and Marty Wood Family Trust LLC as Buyer, whose mailing address is 919 N. Market St. #950 Wilmington, DE 19801 and telephone number is 480-828-2005. Buyer and Seller which terms may be singular or plural and will include the heirs, successors, personal representatives and assigns, hereby agree that the Seller shall sell and Buyer shall buy the following legally described Property.

I. THE PROPERTY DESCRIBED AS: [REDACTED] (Street address)

City of Peoria State of AZ County of Maricopa Zip code [REDACTED]

II. FINANCING/TERMS/PURCHASE PRICE:

The Purchase Price Offered is: \$ 170,000.00.

Deposit(s) to be held in escrow by Company of Buyer's choice. Deposit to be placed into escrow prior to the closing of escrow in the amount of:

\$1000.00. Balance to close, (U.S. Cash, certified or cashier's check) which is not including Buyer's closing costs or any proration's will be subject to adjustment and prorations / Approximate / Exact: 149,000.00. Sales price and or net to seller to be adjusted not to increase more than \$1500 based on sellers guestimate of mtg. balance or increased payoffs or additional liens. Sales price and/or sellers NET to be adjusted if there is a holdback and or forfeiture. At buyers discretion, purchase price can be lowered to settle any unforeseen clouds on title or lowered to monetarily supplement any downward market value changes or compensate for any acts of God affecting the market value of the home.

If checked **All Cash Purchase**, X

If checked Subject to Existing Mortgages/Loans: See Addendum # _____

III. Earnest Money Receipt: Seller hereby acknowledges and accepts the amount of consideration as the total consideration for the sale of the property to Buyer. Seller is satisfied as to the amount of consideration and acknowledges the consideration to be a sufficient amount to purchase the aforementioned Property.

IV. APPRAISAL CONTINGENCY: This Agreement is contingent upon a written appraisal of the Property by a licensed or certified appraiser. The Buyer will order and pay for an appraisal on the property. If the appraised value is less than \$ 0 which is the amount quoted by The Seller as to what the house is Worth in its As Is Condition in Today's Market, After Repair Value, the Buyer may, within three (3) calendar days of Buyer's receipt of the appraisal, at Buyer's sole option, declare this agreement null and void. Buyer is entitled to a return of all deposits, if any, less the appraisal fee and any other escrow expenses or fees chargeable to the Buyer. Thereafter, neither the Buyer, the Seller nor any brokers shall have any further rights, obligations, or liabilities under this contract.

V. CLOSING DATE: This transaction shall be closed and the Deed and other Closing Papers delivered in 0 days following the date of final acceptance or on TBD, 2023, or sooner, unless extended by other provisions of this Purchase and Sales Agreement, or by written agreement at the sole option of the buyer. Buyer can extend close of escrow in perpetuity without written consent from seller if extra time is needed due to unforeseen circumstances, additional liens or any creditor negotiations.

VI. OCCUPANCY: Exclusive irrevocable possession and occupancy shall be delivered to Buyer, Buyer's Assignees, or Buyer's Agents at 5:00 PM on the date this agreement is signed by Seller, or on the date of Close of Escrow, on TBD, 2023 or no later than 30 days after Close of Escrow. If there is a Post Possession the hold back will be 20% of sellers net proceeds. (This only applies to the original owner of record not if a warranty deed is issued). If homeowner does not vacate on agreed upon date of occupancy then holdback will be forfeited at buyers discretion and will be penalized \$200 a day until homeowner vacates and a \$1000 fine if eviction is initiated thru an attorney. All relatives, belongings and debris must be removed from home or holdback will be forfeited. Buyer pays moving costs up to \$600.00 (Uhaul truck and/or labor)

If checked Property shall be vacant at least 0 days prior to Close of Escrow. _____

If checked Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein. _____

VII. CONDITION OF PROPERTY: Buyer is buying property in an **"AS IS"** condition. All appliances to remain unless otherwise noted.

Buyer's Initials (DA) (____)

Seller's Initials (MW) (DJW)

VIII.INSPECTION OF PROPERTY: Buyer shall have until the close of escrow to complete all Buyer investigations of the Property and approve all matters affecting the Property for resale including but not limited to; black mold, fire, flood, foundation issues and non-permitted additional square footage. Buyer may in Buyer's sole and absolute discretion reduce the sales price for proposed repair credit or give notice of termination of this Agreement at any time prior to the expiration of the inspection period, and upon such termination, all deposits held in escrow shall be returned to Buyer. Inspection period to run concurrently with close of escrow.

IX.COSTS: Buyer shall pay for all normal closing costs. Costs shall not include voluntary or involuntary liens against the property. If buyer reinstates loan, the fact that it lowers the loan balance does not apply or affect the sellers net. Buyer reserves the right to deduct commissions and other expenses buyer may incur in reselling the property from the purchase price. This will be deducted at closing.

X.NON-AGENCY RELATIONSHIP: A principal with Buyer is a Department of Real Estate Licensee. An Agency relationship between Buyer and Seller does not exist. Seller should seek advice from their legal counsel prior to agreeing to the terms of this Agreement.

XI.TIME FOR ACCEPTANCE AND EFFECTIVE DATE: This Offer shall be deemed revoked unless the Offer is signed by Seller indicating an Acceptance and a copy of the Signed Offer is received by the Buyer on or before 12:01 PM, on , 2023. If a copy of the Signed Offer is not received by Buyer on or before the Date and Time stated above, the aforesaid Deposit(s) shall be, at the option of the Buyer, returned to Buyer and this offer shall thereafter be null and void.

XII.ASSIGNABILITY: Buyer may NOT assign this Agreement unless approved in writing by seller.

XIII.RESELL: Seller is aware that Buyer intends on reselling the property for a **PROFIT**. All profits made by Buyer during this transaction relating to the reselling of the property are the sole interest of and solely owned by the Buyer.

XIV.TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.

XV.NOT A LOAN TO SELLER TRANSACTION: Seller acknowledges that the buyer is not lending to the seller any monies and this Purchase and Sales Agreement is an agreement to purchase the aforementioned Property only. All monies shall be given to the seller on the day escrow closes as defined in section II. If buyer reinstates loan, seller has to reimburse buyer from proceeds at close of escrow.

XVI.SECURITY DEPOSITS: Security deposits, if any, shall be paid to the Buyer. Unless otherwise agreed upon.

XVII.LIENS: Seller shall, both as to the Property and Personally being sold hereunder, furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of any liens known or reasonably expected to be known to Seller and further attesting that there have been no improvements to the Property for ninety days immediately preceding date of closing. Buyer also has the option to reinstate any liens and deduct it from purchase price. Buyer has the right to purchase the property (Subject to) unless completely opposed by the seller.

XVIII.PLACE OF CLOSING: Closing at the office of the attorney or other closing agent designated by Buyer which will be Pinnacle Title 14050 N 83rd Ave Suite 260, Peoria, AZ 85381 Phone: 623-570-1935 Shara Webber (Or mobile Notary)

XIX.TIME: Time is of the essence of this Agreement. Any reference herein to time periods of less than six days shall in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

XX.ATTORNEY FEES AND COSTS: In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

XXI.DEFAULT BY SELLER: In the event that Seller should fail to consummate the transaction contemplated herein for any reason, except Buyer's default; (i) Buyer may enforce specific performance of this Agreement in a court of competent jurisdiction and in such action shall have the right to recover damages suffered by Buyer by reason of the delay in the acquisition of the Property, or (ii) may bring suit for damages for breach of this Agreement, in which event, the deposit made hereunder shall be forthwith returned to Buyer, or (iii) declare a default, demand and receive the return of the deposit. All rights, powers, options or remedies afforded to Buyer either hereunder or by law shall be cumulative and not alternative and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or by law.

Page 2 of 3
Buyer's Initials (EA) () Seller's Initials

XXII.DEFAULT BY BUYER: In the event Buyer should fail to consummate the transaction contemplated herein for any reason, except default by Seller or the failure of Seller to satisfy any of the conditions to Buyer's obligations, as set forth herein, Buyer shall be entitled to retain 10% of the earnest money. \$100.00 of liquidated damages will be awarded for the failure of Buyer to perform the duties and obligations imposed upon it by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, and no other damages rights or remedies shall in any case be collectible, enforceable or available to Seller other than as provided in this Section, and Seller agrees to accept and take said deposit as Seller's total damages and relief hereunder in such event.

XXIII.MEMORANDUM OF CONTRACT RECORDABLE, PERSONS BOUND AND NOTICE: Buyer may record contract in good faith to protect his interest in the property at Buyer's expense, at the Maricopa County Records office, an executed Memorandum of Agreement for sale. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given to homeowner. In the event the buyer elects to reinstate the loan due to an upcoming foreclosure, hence having the option to purchase the property 'subject to' or provide the seller with relocations funds prior to COE, a warranty deed will be signed by the seller to transfer title to the buyer and or nominee to secure his monetary interest in the subject property to prevent any future liens or encumbrances. This contract is also contingent upon any unknown encumbrances or liens against the property appearing on the preliminary title report, which includes current payoffs that exceed the amount that was originally stated by the homeowner or personal representative at the signing of this contract. Furthermore, both seller and buyer are fully aware that we are entering into a contract to purchase the property to avoid foreclosure and this contract is in no way construed otherwise. The warranty deed will be recorded and subsequently the seller/creditor/ and or lender will receive monies as negotiated. Warranty deed will also protect the homeowner from any other creditor or 3rd party recording any additional liens or encumbrances on subject property as well as protect buyer's monetary interest in property from any other unknown parties not involved in the transaction.

XXIV.PRORATIONS AND INSURANCE Paid by buyer: Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property shall be prorated as of date of closing. Buyer shall have the option of taking over any existing policies of insurance on the Property, if assumable, in which event premiums shall be prorated. The cash at closing shall be increased or decreased as may be required by said prorations. All references in the Agreement to proration's as of date of closing will be deemed date of occupancy if occupancy occurs prior to closing, unless otherwise provided for herein.

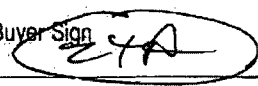
XXV.OTHER AGREEMENTS: No prior or present verbal agreements or representations, all must be in typewritten in the form of an addendum.

XXVI.CLERICAL ERROR WAIVER: In the event the Buyer at any time discovers that any of the documents executed in connection with this transaction contain an error caused by clerical mistake, calculation error, computer malfunction, printing error or similar error, all parties agree they will be fixed in writing.

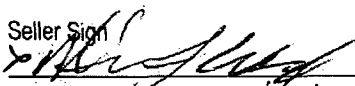
XXVII.MARKETING: Seller authorizes Buyer to market property during escrow for Buyers benefit. Marketing is defined as, but not limited to, placing the property for sale in the Real Estate Multiple Listing Service (MLS), advertising in the Newspaper or other periodical, and placing a for sale sign on the property.

XXVIII.MEETING OF THE MINDS ACKNOWLEDGEMENT: Seller has thoroughly and completely reviewed the Purchase and Sales Agreement and understands completely all terms and conditions contained therein. Seller further acknowledges having no confusion, uncertainty about any aspect of the Purchase and Sales Agreement and has sufficient experience in real estate transacting to be able to sign the Agreement with absolute confidence in Seller's ability to comprehend all matters related to it and to the sale of the property. Seller further understands and agrees to have been given sufficient time to read through this Agreement and has also been given the opportunity to seek advice from Seller's legal counsel prior to agreeing to the terms of this Purchase and Sales Agreement. The Buyer, their representatives, or Seller's current situation has not forced Seller into signing this Agreement.

XXXIX: ADDITIONAL TERMS:

Buyer Sign 

Date 10-23-23

Seller Sign 

Date 10-23-23

Trenton Edward, Member

Donald J. Wood

Buyer's Initials (ET) ()

Page 3 of 3

Seller's Initials (DW) (DJM)

ACKNOWLEDGEMENT

Gretchen M. Zamjahn, Notary Public, is not affiliated with any Lender and/or a private third-party Lender, buyer, any individual, or any LLC and is not a party to any transaction at the time of this signing. Gretchen M. Zamjahn does not monetarily benefit from this transaction and is not in a legal partnership with the Lender and/or any private third-party Lender, buyer, any individual or any LLC associated with this transaction. Homeowner is fully aware that if Probate is need it is self-prepared.

Regarding Property:

Date: 16/26/23

Owner Signature: [Signature] Diane L. Wood

Owner Name: Marty Wood & Diane Wood

Sign Name: [Signature]
Gretchen M. Zamjahn

State of Arizona)

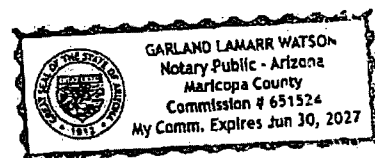
)SS

County of Maricopa)

On 22 day of AUGUST, 2023 before me the undersigned Notary Public, personally appeared Gretchen M. Zamjahn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature: [Signature]

My Commission Expires: 6-30-2027



STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT X

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF FORMATION

The undersigned authorized person, desiring to amend the limited liability company formation pursuant to Section 18-202 of the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is _____
Billy Joe Rucker living trust LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

"Amending Article 1: The name of the Limited Liability Company shall be Marty Wood family trust LLC".

By:  /s/ Edward Albarricin
Authorized Person

Name: Edward Albarricin
Print or Type

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT Y

**STATEMENT OF ABSOLUTE CONVEYANCE
AFFIDAVIT – UNINSURED DEED**

The undersigned party(ies) hereby state(s) that the Deed set forth below was an absolute conveyance for value of \$ 10.00 and that there are no other agreements, oral or written, regarding ownership or occupancy of the land described therein:

WARRANTY DEED recorded on _____ as

Instrument No. _____ - of Official

Records of Maricopa County, I/we, Marty Craig Wood & Diane Lynn Wood, Husband and wife as community property with right of survivorship

GRANTOR to

Marty Wood Living Trust, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
GRANTEE.

This Affidavit is made for the protection and benefit of the grantee, the grantee's successors and assigns, and for all other parties hereafter dealing with or who may acquire an interest in the Property, and for the purpose of inducing the ("Title Company") to insure title to the Property. I know that Title Company will rely on this Affidavit and would not insure title without this Affidavit.

x Ally Wood x Diane L. Wood 10/26/23
Print name: Marty Wood Diane Wood DATE

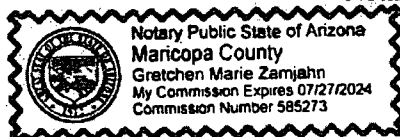
Legal Description [REDACTED] according to Book 248 of
Maps, Page 45, records of Maricopa County, Arizona

STATE OF Arizona)
County of Maricopa) SS

On October 26, 2023 before me, the undersigned Notary Public, personally
appeared Marty Wood & Diane Wood personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) who's name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

My Commission Expires:



[Signature]
Notary Public

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT Z

Recorded Document Search Detail

(*) - denotes there is more than one Doc Code assigned to the recorded document

Preview Unofficial Document

PDF - All pages

PNG - Page by Page

Buy Options

Choose options

Add To Cart

Name(s)	Document Code(s)
CRAIGWOOD MARY MARYWOOD LIVING TRUST WOOD DIANE LYNN	WAR DEED
Recording Date	Recording Number
10-30-2023	
Number of pages	
1	

STATE OF ARIZONA v. ALBARRACIN et al.

COMPLAINT

EXHIBIT AA

MEMORANDUM OF UNDERSTANDING

Address: [REDACTED]

Owner(s): Dolores Jean Burke

This Memorandum of Understanding ("Memorandum") sets forth the parameters of **Burke Family Living Trust, LLC ("BFLT")** program designed to assist individuals with little to no savings and who are in foreclosure (the "Program"). This Memorandum is an agreement between **Dolores Jean Burke ("Owner/Seller")** and to reinstate/pay off the mortgage to **Gregory Funding (the "Lender")** and bring current the loan on the subject real property designated above (the "Property"). This does solve Owner's issues in connection with the Lender but is intended to buy time to resolve these issues. The Program is intended to stop the daily and monthly attorneys' fees and increasing reinstatement amounts that the Lender may be accruing.

The Program is not a loan but is an agreement to transfer ownership of the Property into **BFLT** or its affiliate's ownership, and to protect the Property from any other creditors, as well as to avoid any further liens or encumbrances being put on the Property.

BFLT will reinstate Owner's mortgage in the approximate amount of \$17,806.34 (plus attorneys' fees and other charges as required by the Lender).

Owner will complete the sale of the Property to **BFLT** by signing a contract and/or affidavit of property value will be signed by seller for the amount of the mortgage balances owed on the property since the property being acquired "subject to all existing liens" on the property and it will be signed concurrently with the memorandum of understanding. If **BFLT** reinstates the mortgage for Owner, and the Owner is unable to reimburse **BFLT**, that reinstatement and any other monies paid upfront by **BFLT** will be deducted from proceeds or relocation funds.

Owner will remain in the Property until (check one): closing of the transfer of title ☐, or until expiration of a post-possession occupancy agreement as included in the Purchase Contract ☒. Any such post-sale occupancy agreement shall be further detailed below.

The Program is designed to help Owner in saving their home and to prevent the foreclosure auction on the Property scheduled for: 9/13/23.

This Memorandum is contingent on **BFLT** approving a clean preliminary title report for the Property.

If Owner and/or squatter is in default and refuses to vacate the Property, there shall be a \$200/day fee plus attorneys' fees, unless otherwise negotiated. Eviction proceedings will commence as determined by **BFLT**.

If seller chooses to vacate, **BFLT** may provide relocation funds to Owner in the amount of: \$ TBD. Sales price and or net to seller to be adjusted not to increase more than \$1500 based on sellers guestimate of mtg. balance or increased payoffs or additional liens. Sales

price and/or sellers NET to be adjusted if there is a holdback and or forfeiture. At buyers discretion, purchase price can be lowered to settle any unforeseen clouds on title or lowered to monetarily supplement any downward market value changes or compensate for any acts of God affecting the market value of the home.

This Memorandum may be recorded by BFLT and a legal description of the Property attached by BFLT prior thereto. BFLT shall have the option to purchase the property in order to satisfy any amounts owed to BFLT as well as the excess proceeds. If seller vacates or passes the BFLT will immediately take possession of the property. No subletting allowed.

☒ Seller will reside in home for the remainder of his/her life. (applies only if checked)

If there is a dispute regarding this Memorandum, any and all legal expenses incurred by BFLT or its affiliate will be paid by Owner.

Additional Provisions: \$250/mo management fee plus \$711 mortgage to be paid to Sunrise Ape Management Monthly starting August 1, 2023

POA: Anne M. Burke Anne M. Burke

Post-Possession Occupancy, if any, will be further documented by a lease, with the following provisions:

Rental Term: 1 months

Monthly Rental Amount: \$ 1

Additional Terms:

I Anne Burke, as power of attorney for Dolores Burke agree to acknowledge & witness this entire transaction

OWNER(S):

Dolores G. Burke
Name: Dolores Burke

Anne Burke 6-27-23

6-27-23
Date

Burke Family Living Trust, LLC, a Delaware Limited Liability Company

By Trent Edward Member

6-27-23
Date

STATE OF ARIZONA)) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this 27 day of June, 2023, by Delores Jean Burke as Owner(s) and Trent Edward for Burke Family Living Trust LLC.

[Signature]
Notary Public

My commission expires:

