

**IN THE COURT OF COMMON PLEAS OF  
NORTHAMPTON COUNTY, PENNSYLVANIA**

**CIVIL ACTION**

<b>COMMONWEALTH OF PENNSYLVANIA</b>	<b>: NO.</b>
<b>BY ATTORNEY GENERAL</b>	<b>:</b>
<b>THOMAS W. CORBETT, JR.</b>	<b>:</b>
<b>PLAINTIFF</b>	<b>:</b>
	<b>:</b>
<b>v.</b>	<b>:</b>
<b>AMERICAN DREAM HOME</b>	<b>:</b>
<b>IMPROVEMENTS, Inc., and GUARDIAN</b>	<b>:</b>
<b>WINDOWS &amp; SIDING, Inc., and MICHAEL</b>	<b>:</b>
<b>SALAVATI, Individually and d/b/a</b>	<b>:</b>
<b>AMERICAN DREAM HOME</b>	<b>:</b>
<b>IMPROVEMENTS, Inc., and GUARDIAN</b>	<b>:</b>
<b>WINDOWS &amp; SIDING, Inc.</b>	<b>:</b>
	<b>:</b>
<b>DEFENDANTS</b>	<b>:</b>

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU, AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE

PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS  
IMPORTANT TO YOU.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF  
YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE(S) SET  
FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION  
ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE  
ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY  
OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO  
FEE.

LAWYER REFERRAL SERVICE  
NORTHAMPTON COUNTY BAR ASSOCIATION  
155 S. NINTH STREET  
EASTON, PENNSYLVANIA 18042  
Telephone: (610) 258-6333

John M. Abel  
Senior Deputy Attorney General  
Attorney #47313  
Office of Attorney General  
Bureau of Consumer Protection  
801 Hamilton Street, 4th Floor  
Allentown, Pennsylvania 18101  
Telephone: (610) 821-6690  
Fax: 610 821-6529  
Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS OF  
NORTHAMPTON COUNTY, PENNSYLVANIA**

**CIVIL ACTION**

<b>COMMONWEALTH OF PENNSYLVANIA</b>	<b>: NO.</b>
<b>BY ATTORNEY GENERAL</b>	<b>:</b>
<b>THOMAS W. CORBETT, JR.</b>	<b>:</b>
<b>PLAINTIFF</b>	<b>:</b>
	<b>:</b>
<b>v.</b>	<b>:</b>
<b>AMERICAN DREAM HOME</b>	<b>:</b>
<b>IMPROVEMENTS, Inc., and GUARDIAN</b>	<b>:</b>
<b>WINDOWS &amp; SIDING, Inc., and MICHAEL</b>	<b>:</b>
<b>SALAVATI, Individually and d/b/a</b>	<b>:</b>
<b>AMERICAN DREAM HOME</b>	<b>:</b>
<b>IMPROVEMENTS, Inc., and GUARDIAN</b>	<b>:</b>
<b>WINDOWS &amp; SIDING, Inc.</b>	<b>:</b>
	<b>:</b>
<b>DEFENDANTS</b>	<b>:</b>

**COMPLAINT**

AND NOW, comes the Commonwealth of Pennsylvania acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection, and brings this action pursuant to the Unfair Trade Practices and Consumer Protection Law, Act of December 17, 1968, P.L. 1224, as amended and re-enacted by the Act of November 24, 1976, P.L. 1166, No. 260, the Act of December 3, 1996, 73 P.S. §201-1, et seq. (hereinafter referred to as the "Consumer Protection Law" or "CPL") The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania, to restrain by injunction, unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by §201-3 of the Consumer Protection Law. In support of this action the Commonwealth respectfully represents the following:

## **THE PARTIES**

1. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General ("Commonwealth" or "Plaintiff") Thomas W. Corbett, Jr., through the Bureau of Consumer Protection, Lehigh Valley Regional Office, 801 Hamilton Street, 4th Floor, Allentown, Lehigh County, Pennsylvania 18101.

2. Defendant, Michael Salavati ("Defendant") is a Pennsylvania resident with a last known address of 556 City View Drive, Nazareth, PA 18064.

3. Defendant American Dream Home Improvements, Inc. has a business address in Pennsylvania of 2906 William Penn Highway, Easton PA 18045 and 1275 Glenlivet Drive, Suite 100, Allentown PA 18106.

4. Defendant Guardian Windows & Siding, Inc has a business address in Pennsylvania also with an registered address of 1275 Glenlivet Drive, Suite 100, Allentown, PA, 18106.

5. Defendants are engaged in trade and commerce within Pennsylvania through the operation of a home improvement business that, among other things, are involved in the removal, replacement and installation of windows, roofs, siding, decks and doors.

6. The Defendants advertised these various businesses via flyers, business cards, internet and word of mouth. Exemplary copies of these flyers and business cards are attached hereto as Exhibit "A."

## **BACKGROUND**

7. The Commonwealth has reason to believe that the Defendants have used, is using, or is about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law.

8. The Commonwealth has reason to believe that the Defendants are in violation of Section 201-7 of the Consumer Protection Law.

9. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices hereinafter set forth, and to require restitution for the affected consumers who paid monies to Defendants for materials and labor, and did not receive the labor and/or materials contracted for with Defendants.

10. Residents of the Commonwealth of Pennsylvania are suffering and will continue to suffer irreparable harm unless the acts and practices complained of herein are permanently enjoined.

11. At all times material hereto, the unlawful methods, acts or practices complained of have been willfully used and committed by the Defendants.

12. The Defendants have a history of consumer fraud perpetrated through a variety of different names, including but not limited to:

- a. American Dream Home Improvements, Inc.
- b. Guardian Windows & Siding, Inc.

13. On June 15, 2000 the Defendant, Michael Salavati, filed articles of incorporation for American Dream Home Improvement, Inc. The President and Treasurer of said company is listed as Farbod Fariborz, more recently known as Michael Salavati.

The Commonwealth has received several complaints regarding the business practices of American Dream Home Improvement.

14. On November 26, 2004, the Defendant, Michael Salavati, filed articles of incorporation for Guardian Windows & Siding, Inc. The Defendant began contracting under this name and, evidenced by consumer complaints, he repeated the same fraudulent and deceptive acts.

15. The Defendants' flyers provide that the Defendants' company is a "Proud Member of Eastern Pennsylvania Better Business Bureau." A copy of the flyer is attached hereto as Exhibit "B."

16. According to the Better Business Bureau reliability report, American Dream Home Improvements, Inc. is not a registered member. In fact, said company has an unsatisfactory record with the Better Business Bureau.

17. Furthermore, another flyer provides that the Defendants are a member of the Lehigh Valley Builders Association (L.V.B.A). A copy of the flyer is attached hereto as Exhibit "C."

18. According to records provided by the L.V.B.A, the Defendant, Michael Salavati, joined the L.V.B.A in December of 2002 as American Dream Home Improvements, Inc. In March of 2005, the Defendant changed the registered name to Guardian Windows & Siding Inc. In October 2005 the Defendant was notified that in order to renew membership an application review process was in order because of unanswered consumer complaints. The Defendant's membership was canceled due to his failure to respond.

19. Based on the consumer complaints, the Defendants are currently doing fraudulent business under both of the abovementioned business names.

20. Defendant Michael Salavati has complete control over the day to day operations of American Dream Home Improvements, Inc. and Guardian Windows & Siding, Inc.

21. American Dream Home Improvements, Inc. and Guardian Windows & Siding, Inc. are controlled by Michael Salavati who, with actual and/or constructive knowledge, approved, endorsed, authorized, formulated, directed, ratified, benefited from and/or otherwise participated in the acts or practices of American Dream Home Improvements, Inc. and Guardian Windows & Siding, Inc. alleged herein.

22. At all times relevant hereto, Michael Salavati acted in an individual capacity as well as on behalf of American Dream Home Improvements, Inc. and Guardian Windows & Siding, Inc.

23. Among the consumers victimized by the Defendants are citizens over the age of sixty (60).

24. The Commonwealth believes and therefore avers that there may be additional consumers that have not filed complaints with the Bureau of Consumer Protection and have been harmed due to the methods, acts and practices of the Defendants which includes but are not limited to those as alleged herein.

## **COUNT I**

### **FAILURE TO COMPLETE WORK AS PROMISED**

25. Plaintiff incorporates Paragraph 1-24 as though the same were more fully set forth herein.

26. The Defendants have entered into agreements with consumers at their residences and elsewhere for a variety of work and home improvement services including, but not limited to remove, replace and install windows, doors, roofs and siding. Redacted exemplary copies of his agreement are attached hereto as Exhibit “D.”

27. The Defendants provide consumers with the same contract form for each of the aforementioned businesses, varying only in appearance by way of the business name mentioned at the top of the contract.

28. The Defendants’ contracts require a payment in installments. The Defendants classify the total payment due, as the “total investment.” According to the contract, the payment schedule is divided up into three parts 1) Initial Investment (payment due upon signing), 2) Additional Investment (payment due at time of confirming inspection) and 3) Balance (payment due at the time of installation).

29. All of the Defendants’ contracts contain the following statement:

“If there are defects in the work or missing or damaged goods after installation is completed, Customer shall have the right to retain up to 5% (five percent) of the Balance to assure correction of the defects and replacement of missing or damaged goods. Customer shall pay this retainage in full as soon as correction and replacements have been completed.”

30. Furthermore, the Defendants’ contracts allow the option for the Company to cancel the contract at any time within sixty (60) days after the date of said contract. However, some of Defendants’ contracts provide for the Company to cancel the contract within a ninety (90) day period.

31. Furthermore, the Defendants rarely began the contracted work. Usually, the Defendants would take a payment from a consumer and then never appear to complete the contracted work. On some occasions the Defendants would sporadically

perform work according to the contract terms; however whatever work was completed was substandard and done in a shoddy manner.

32. Plaintiff is advised, believes, and therefore avers that Defendants have failed to satisfactorily complete their contractual obligations.

33. Plaintiff is advised, believes, and therefore avers that Defendants represented that they could provide skilled and competent home improvement contracting and other work.

34. Plaintiff is advised, believes, and therefore avers that Defendants, did not fully perform the services contracted for with consumers or performed the services in an unsatisfactory manner.

35. Plaintiff is advised, believes, and therefore avers that Defendants, despite being contacted by consumers requesting that the jobs contracted for be satisfactorily completed or their money returned, have ignored the consumers' requests.

36. Plaintiff is advised, believes, and therefore avers that Defendants have failed to begin work or complete work as agreed to in a timely manner on contracts entered into with consumers after taking substantial payments from the consumers.

37. Plaintiff is advised, believes, and therefore avers that Defendants have offered a host of unfounded excuses as to why the work was not properly and timely completed.

38. The aforesaid acts and practices constitute unfair methods of competition and/or unfair and deceptive acts or practices prohibited by Section 201-3 of the Consumer Protection Law by, among other things:

- (a) Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of 73 P.S. 201-2(4)(iii);
- (b) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that person has a sponsorship, approval, status, affiliation, or connection that he does not have in violation of 73 P.S. 201-2(4)(v);
- (c) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another violation of 73 P.S. 201-2(4)(viii);
- (d) Advertising goods or services with intent not to sell them as advertised in violation of 73 P.S. 201-2(4)(ix);
- (e) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for purchase of goods or services in violation of 73 P.S. 201-1(4)(xiv);
- (f) Making repairs, improvements or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing in violation of 73 P.S. 201-1(4)(xvi); and
- (g) Engaging in other fraudulent or deceptive conduct which creates a likelihood of or of misunderstanding in violation of 73 P.S. 201-2(4)(xxi).

39. Said conduct on the part of Defendants is illegal and in violation of Section 201-3 of the Consumer Protection Law, supra.

**PRAYER FOR RELIEF**

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendants, their agents, successors, assigns, and employees acting directly or through any corporate device from

engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate the Consumer Protection Law;

- B. Directing the Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- C. Directing the Defendants, pursuant to Section 201-8(b) of the Unfair Trade Practices and Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;
- D. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of his unfair and deceptive acts and practices as set forth in this Complaint;
- E. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;
- F. Appointing a receiver to sue for, collect, receive, and take into his possession all the goods and chattels, rights and credits, monies and effects, lands and tenements, books, records, documents, papers, choses in action, bills, notes, and property of every description of the Defendants, pursuant to Section 201-9.1 of the Consumer Protection Law;

- G. Directing the Defendants to forfeit their right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;
- H. Providing any other such relief as the Court may deem necessary and appropriate.

## **COUNT II**

### **FAILURE TO PROVIDE PROPER NOTICE OF RIGHT TO CANCEL**

40. Plaintiff incorporates paragraphs 1-39 as though the same were more fully set forth herein.

41. The contracts with the consumers were signed or orally agreed upon in the consumers' homes or were due to a call or contact at the home.

42. Defendants failed to orally inform consumers at the time they signed the contract of their right to cancel as required by § 201-7(d).

43. Defendants do not provide consumers with a completed "Notice of Cancellation" form in duplicate as required by § 201-7(b)(2).

44. In one instance, a consumer from Northampton County was provided with the "Notice of Cancellation" form and chose to exercise that option within the three day period. The consumer followed the cancellation provisions, set out according to contract terms, however, the Defendants failed to honor the consumers request to cancel said contract.

45. The aforesaid acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices prohibited by Section 201-3 of the Consumer Protection Law by, among other things:

- (a) Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of 73 P.S. 201-2(4)(ii);
- (b) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that person has a sponsorship, approval, status, affiliation, or connection that he does not have in violation of 73 P.S. 201-2(4)(v);
- (c) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another in violation of 73 P.S. 201-2(4)(vii); and
- (d) Engaging in other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding in violation of 73 P.S. 201-2(4)(xxi).

46. Said conduct on the part of Defendants are illegal and in violation of Section 201-3 of the Consumer Protection Law, supra.

**PRAYER FOR RELIEF**

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendants, their agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate the Consumer Protection Law including without limitation Section 201-7;

- B. Directing the Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- C. Directing the Defendants, pursuant to Section 201-8(b) of the Unfair Trade Practices and Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;
- D. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of his unfair and deceptive acts and practices as set forth in this Complaint;
- E. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;
- F. Appointing a receiver to sue for, collect, receive, and take into his possession all the goods and chattels, rights and credits, monies and effects, lands and tenements, books, records, documents, papers, choses in action, bills, notes, and property of every description of the Defendants, pursuant to Section 201-9.1 of the Consumer Protection Law;
- G. Directing the Defendants to forfeit their right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

H. Providing any other such relief as the Court may deem necessary and appropriate.

**COUNT III**

**FAILURE TO ISSUE PROMISED REFUNDS**

47. The Commonwealth incorporates paragraphs 1 through 46 as though the same were set forth herein at length.

48. After paying money for services promised but not provided by the Defendants, consumers then demanded refunds. The Defendants failed to issue the promised refunds to consumers.

49. In one such instance, a consumer from Northampton County issued two checks to the Defendants totaling three thousand dollars (\$3,000.00). Within the three day cancellation period the consumer decided to cancel the contract. After numerous failed attempts to contact the Defendants, they decided to issue a refund to the consumer. The consumer has yet to receive the promised refund.

50. The aforesaid acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices prohibited by Section 201-3 of the Consumer Protection Law by, among other things:

- (a) Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of 73 P.S. 201-2(4)(ii);
- (b) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that person has a sponsorship, approval, status, affiliation, or connection that he does not have in violation of 73 P.S. 201-2(4)(v);
- (c) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular

style or model, if they are of another in violation of 73 P.S. 201-2(4)(vii); and

- (d) Engaging in other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding in violation of 73 P.S. 201-2(4)(xxi).

51. Said conduct on the part of Defendants are illegal and in violation of Section 201-3 of the Consumer Protection Law, supra.

**PRAYER FOR RELIEF**

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendants, their agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate the Consumer Protection Law.
- B. Directing the Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- C. Directing the Defendants, pursuant to Section 201-8(b) of the Unfair Trade Practices and Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;

- D. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of his unfair and deceptive acts and practices as set forth in this Complaint;
- E. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;
- F. Appointing a receiver to sue for, collect, receive, and take into his possession all the goods and chattels, rights and credits, monies and effects, lands and tenements, books, records, documents, papers, choses in action, bills, notes, and property of every description of the Defendants, pursuant to Section 201-9.1 of the Consumer Protection Law;
- G. Directing the Defendants to forfeit their right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

H. Providing any other such relief as the Court may deem necessary and appropriate.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA

THOMAS W. CORBETT, JR.  
Attorney General

FRANK T. DONAGHUE  
Chief Deputy Attorney General  
Director, Bureau of Consumer Protection

By:

\_\_\_\_\_  
JOHN M. ABEL  
Senior Deputy Attorney General  
Attorney No. 47313  
Office of Attorney General  
Bureau of Consumer Protection  
801 Hamilton Street, 4th Floor  
Allentown, Pennsylvania 18101  
Telephone: (610) 821-6690  
Fax: 610 - 821-6529

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
JULIA N. FISHER  
Deputy Attorney General  
Attorney No. 200502  
Office of Attorney General  
Bureau of Consumer Protection  
801 Hamilton Street, 4<sup>th</sup>. Floor  
Allentown, PA 18101  
Telephone: (610) 821-6690  
Fax: (610) 821-6529

**IN THE COURT OF COMMON PLEAS OF  
NORTHAMPTON COUNTY, PENNSYLVANIA**

**CIVIL ACTION**

<b>COMMONWEALTH OF PENNSYLVANIA</b>	<b>: NO.</b>
<b>BY ATTORNEY GENERAL</b>	<b>:</b>
<b>THOMAS W. CORBETT, JR.</b>	<b>:</b>
<b>PLAINTIFF</b>	<b>:</b>
	<b>:</b>
<b>v.</b>	<b>:</b>
<b>AMERICAN DREAM HOME</b>	<b>:</b>
<b>IMPROVEMENTS, Inc., and GUARDIAN</b>	<b>:</b>
<b>WINDOWS &amp; SIDING, Inc., and MICHAEL</b>	<b>:</b>
<b>SALAVATI, Individually and d/b/a</b>	<b>:</b>
<b>AMERICAN DREAM HOME</b>	<b>:</b>
<b>IMPROVEMENTS, Inc., and GUARDIAN</b>	<b>:</b>
<b>WINDOWS &amp; SIDING, Inc.</b>	<b>:</b>
	<b>:</b>
<b>DEFENDANTS</b>	<b>:</b>

**VERIFICATION**

I, Scott Perry, being duly sworn according to law, hereby state that I am an Agent for the Office of Attorney General, Bureau of Consumer Protection, Commonwealth of Pennsylvania and that I am authorized to make this Verification and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Scott Perry  
Agent Supervisor