

— EXHIBIT 4 —



Placer County District Attorney
Bad Check Restitution Program
PO Box 7658
Auburn, CA 95604-7658

R. Scott Owens
District Attorney



OFFICIAL NOTICE - IMMEDIATE ATTENTION REQUIRED

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NANCY E MORIN
5000 WINDING WAY
AUBURN CA 95602-9178

Office Hours: 9:00 a.m. - 5:00 p.m.
Phone: (866)238-4741
Date of Notice: 12/10/2014
Case #: 43329789
Balance Due: \$407.12
Page: 1

You have been accused of violating California Penal Code 476a, entitled "Making or Delivering Check With Insufficient Funds". A conviction under this statute is punishable by up to one (1) year in the county jail for checks up to \$950, and county jail or state prison for checks in excess of \$950. See page 5 for details on the party(s) initiating this allegation.

My office has established a Bad Check Restitution Program. The Bad Check Restitution Program is authorized by the California legislature, and is a pre-charge program designed to allow people accused of having violated the above-referenced statute to avoid the possibility of further action against the accused by the District Attorney's Office. Participation in the Bad Check Restitution Program is voluntary. The Bad Check Restitution Program has two steps:

1. Pay all restitution on all reported checks, plus any administrative, returned item, and program fees.
2. Attend a Financial Accountability class.

Placer County District Attorney Bad Check Restitution Program
TOTAL BALANCE DUE: \$407.12

You have the right to dispute this matter, as set forth on page 2 of this notice. In order to participate in the Bad Check Restitution Program you must pay in full and schedule class within THIRTY (30) DAYS from the date of this Notice.

PLEASE CALL (866)238-4741 or visit www.checkprogram.com TO
MAKE PAYMENT/SCHEDULE CLASS

Please have your case number ready: 43329789 and Password: 33603663
PAYMENTS ACCEPTED: CREDIT & DEBIT CARDS, WESTERN UNION, MONEY ORDERS, OR CASHIER'S CHECK

If you choose to participate in the Bad Check Restitution Program, and if you successfully complete the program's two steps outlined above, my office will consider this matter resolved. The Bad Check Restitution Program is administered by a private entity under contract with the Placer County District Attorney.

For additional information or if you believe you received this Notice in error, please see the reverse side.

Sincerely,

R. Scott Owens
District Attorney

See reverse side →

This notice has been printed and mailed on behalf of my office by a third party administrator of the Bad Check Restitution Program at no cost to the taxpayer.

■ **IF YOU BELIEVE YOU RECEIVED THIS NOTICE IN ERROR OR WISH TO DISPUTE THIS NOTICE IN WRITING:**

- Review your records CAREFULLY.
- Call the District Attorney's Bad Check Restitution Program Office at (866)238-4741.
- Ask for a Compliance Specialist.
- Explain the error.
- The Compliance Specialist will ask you to fax or mail in documentation of the error. For cases involving stop payments on checks or performance disputes, please consult a Compliance Specialist for more information.
- You may dispute the validity of this allegation in writing to this Office within 30 days of receiving this Official Notice. Upon submitting your written dispute not later than 30 days after receiving the Official Notice (along with any relevant supporting documentation), the authorized administrator of the Bad Check Restitution Program will review the written dispute based on criteria established by the Placer County District Attorney.
- Fax or mail your case documentation to: **Fax: (800) 227-3041**

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Bad Check Restitution Program
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■ **IF YOU BELIEVE YOU RECEIVED THIS NOTICE AS A RESULT OF IDENTITY THEFT, FORGERY, THEFT, OR OTHER FRAUD:**

You will be required to promptly provide further written documentation to support your claim. If you are a victim of identity theft, you will need to go to the bank to obtain and sign an identity theft affidavit. If you were not the victim of identity theft but did not write the check(s), you will need to go to the bank to obtain and sign an affidavit of forgery that you did not write the check(s) in question. In most cases, if you believe the check(s) were stolen or forged, you will also be required to file a police report.

■ **IF YOU BELIEVE YOU WERE NOT PROPERLY NOTIFIED:**

The Bad Check Restitution Program is only for reports of bad check activity from those businesses or parties that have notified you according to California State Law and provided you with an opportunity to make good on the check. In addition to notification from the party you issued the check to banks routinely send customers notice of returned items. Non-sufficient funds (NSF) checks also appear on your monthly account statement. **PLEASE CHECK YOUR RECORDS CAREFULLY.**

■ **IF YOU HAVE ALREADY PAID THE MERCHANT OR FILING PARTY:**

Please fax or mail documentation that the merchant or filing party received payment BEFORE the date of this Notice. Appropriate documentation consists of a receipt of payment to the victim and/or a cleared copy (front and back) of repayment to the victim. The administrator of the Bad Check Restitution Program will review the submitted documentation. Allow fourteen (14) days to process information before calling.

■ **IF YOU WANT TO CONTEST THIS MATTER:**

You have the right to choose not to participate, and to contest this matter. If you wish, you may want to consult an attorney. Personal bankruptcies DO NOT void responsibility in a criminal matter.

To Make Payment/Schedule Class, Call (866)238-4741 or www.checkprogram.com

Case Number: 43329789 Password: 33603663

PAYMENTS ACCEPTED: CREDIT & DEBIT CARDS, WESTERN UNION, MONEY ORDERS, OR CASHIER'S CHECK

■ **TERMS AND CONDITIONS OF THE BAD CHECK RESTITUTION PROGRAM:**

Participant agrees to participate in the Placer County District Attorney Bad Check Restitution Program ("Program"). Participant acknowledges and agrees that the fees charged for the Program are reasonable and appropriate. Participant acknowledges and agrees that in addition to the fees that are charged, participant is required to attend a rehabilitative counseling class conducted by an instructor hired by the private entity under contract with the District Attorney to administer the Program ("Administrator"). Participant further agrees that by paying the fees charged for the Program, participant is bound by the terms and conditions of the Program, as set forth in this agreement.

Agreement to Arbitrate: You and Administrator agree to resolve any and all claims and disputes relating in any way to the Program ("Claims"), except for Claims concerning the validity, scope or enforceability of this Arbitration Agreement, through BINDING INDIVIDUAL ARBITRATION before the American Arbitration Association ("AAA"). This means you will be unable to have Claim(s) resolved by a court or jury, or to participate in a class action or class arbitration. Other rights you would have if you went to court may be unavailable or limited in arbitration, including your right to appeal. The only exception to this agreement to arbitrate is that you and/or Administrator may seek relief in a small claims court for Claims within the jurisdiction of that court in any particular state.

CLASS ACTION WAIVER: NO ARBITRATOR OR COURT MAY ORDER, PERMIT OR CERTIFY A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY-GENERAL ACTION OR CONSOLIDATED ARBITRATION IN CONNECTION WITH THIS ARBITRATION AGREEMENT. NO ARBITRATOR OR COURT MAY ORDER OR PERMIT A JOINDER OF PARTIES IN CONNECTION WITH THIS ARBITRATION AGREEMENT UNLESS ALL PARTIES CONSENT TO SUCH JOINDER IN WRITING.

Governing Law and Jurisdiction: Any arbitration proceeding will be governed by the Consumer Procedures or other applicable rules of AAA in effect when the Claim is filed. The arbitration proceeding will take place in the county where you reside or any other mutually acceptable location. Judgment on the arbitration award may be entered in any court having jurisdiction.

The arbitrator shall follow applicable law and is empowered to grant any relief, including attorneys' fees, costs, and other expenses, to the extent such relief would be available in court. You and Administrator agree the Program and transactions subject to this Arbitration Agreement involve interstate commerce and that this Arbitration Agreement is governed by and enforceable under the Federal Arbitration Act. You and Administrator also agree this Arbitration Agreement extends to parties related to Administrator that are involved in any Claims, including without limitation, Administrator's parents, affiliates, subsidiaries, agents, principals, contractors, officers and employees.

Costs: Administrator shall pay all arbitration costs if it initiates arbitration. If you initiate arbitration, you will not be required to pay any fees that exceed the fees you would have paid had you brought the Claim(s) in court. You may seek a waiver of the filing fee under AAA Rules. If you do not qualify for a waiver, you may request, in writing, that Administrator advance all or part of the filing fee.

Enforceability: This Arbitration Agreement shall govern if there is a conflict between it and the AAA Rules, unless Administrator waives any conflict in writing. If any part of this Arbitration Agreement, except the class action waiver, is found invalid or unenforceable, the remaining provisions shall remain in full force and effect. If the class action waiver is found invalid or unenforceable as to a particular Claim, the Arbitration Agreement shall not apply to that Claim.

You may contact AAA to obtain information about arbitration, arbitration procedures and fees by calling 800-778-7879 or visiting www.adr.org.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT YOU MUST DO SO PROMPTLY. If you do not agree to arbitration, you must notify us in writing within sixty (60) days after the date you enroll in the Program. You must send your notice to: 806 E Avenida Pico STE I PMB 340, San Clemente, CA 92673-5639, and include your full name, address, and the statement "I reject the arbitration agreement for the Placer County District Attorney Bad Check Restitution Program."

■ **OTHER IMPORTANT INFORMATION:**

Completion of the Bad Check Restitution Program is valid ONLY if you comply with ALL District Attorney's requirements. Should you be permitted to comply by a payment plan, such payments may be allocated ratably between restitution and program fees until they are fully satisfied. By making full or partial payment, you are agreeing to be enrolled in the Bad Check Restitution Program, and you are agreeing to pay restitution on all reported checks as well as pay all required fees, including program, administrative, and returned item fees pursuant to the terms of this Notice. Once enrolled, program fees will be non-refundable.

You may wish to consult an attorney to obtain legal advice about your rights in regards to this matter.

The Program does not accept personal checks. Sending a personal check for payment shall be deemed sufficient authorization to complete the payment via electronic debit. By doing so, your checking account will be debited for the amount of the check and your cancelled check will not be returned to your bank. Electronic debit entries returned for insufficient or uncollected funds may be resubmitted two times following the return of the original entry.

Please note, your balance may increase if additional checks are reported to this office or program fees are changed. Additionally, you may incur a fee for missing or rescheduling class, making a late or insufficient payment, and/or paying over the phone or Internet.



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Bad Check Restitution Program**
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BALANCE DUE ON 01/09/2015 \$407.12

Office Hours: 9:00 a.m. - 5:00 p.m.
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PAYMENT OPTIONS:

- 1. INTERNET** **www.checkprogram.com**
Case Number: 43329789
Password: 33603663
Credit and Debit Cards

- 2. PHONE** (866)238-4741
Credit and Debit Cards or Western Union

- 3. MAIL** **Placer County District Attorney**
Bad Check Restitution Program
PO Box 7658
Auburn, CA 95604-7658
Money Orders and Cashier's Checks Only

VICTIM	CHECK #	DATE	AMOUNT	RETURNED ITEM FEE	ADMIN FEE	TOTAL THIS CHECK
SAFEWAY	3015	9/10/2014	\$165.87	\$1.25	\$50.00	\$217.12
						Financial Accountability Class Fee
						\$190.00
*** Additional service fee may be due victim. ***						TOTAL BALANCE DUE:
						\$407.12

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