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6 Attorneys for Respondent,  
PLAY N TRADE FRANCHISE, INC.

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8 **BEFORE THE DEPARTMENT OF CORPORATIONS**  
9 **OF THE STATE OF CALIFORNIA**

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11 In the Matter of THE CALIFORNIA  
CORPORATIONS COMMISSIONER,

12 Complainant,

13 vs.

14 PLAY N TRADE FRANCHISE, INC.,

15 Respondent.

**DECLARATION OF CHARLES  
FRANKLIN**

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I, Charles Franklin, declare as follows:

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20 1. I have personal knowledge of all of the facts set forth in this Declaration and if  
21 called upon as a witness, I could and would competently testify to all of the facts set forth  
in this Declaration.

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23 2. I have been the Vice President of Play N Trade Franchise, Inc. ("Play N Trade")  
24 since January 2009. From December 2006 to January 2009, I served as the Vice President  
25 of Franchise Development for Play N Trade through its relationship with T-Street  
Management.

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27 3. One of my primary responsibilities at Play N Trade is communicating with and  
28 managing Play N Trade's relationships with its area developers and franchisees.

1 4. Since January 1, 2009, Play N Trade has not offered, promised or agreed to grant  
2 Edwin Shen additional territories or franchises.

3 5. In or about July 2009, franchisee Moge, Inc., operating a Play N Trade® store in  
4 Pasadena, California, sold its store and assigned its Franchise Agreement to Miguel  
5 Alfredo Garcia (the “Pasadena Store Transfer”).

6 6. Play N Trade neither collected a transfer fee nor required Miguel Alfredo Garcia to  
7 sign a new Franchise Agreement in connection with the Pasadena Store Transfer.

8 7. In or about June 2009, franchise SOPH, LLC, operating a Play N Trade ® store in  
9 Riverside, California, sold its store and assigned its Franchise Agreement to Edwin Davis  
10 without obtaining Play N Trade’s consent (the “Riverside Store Transfer”).

11 8. Other than the Pasadena Store Transfer and the Riverside Store Transfer, which was  
12 undertaken without Play N Trade’s consent, there have been no store transfers in  
13 California since January 1, 2009.

14 I declare under penalty of perjury under the laws of the State of California that the  
15 foregoing declaration is true and correct and was executed on this \_\_\_ day of November,  
16 2009 in \_\_\_\_\_, California.

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19 Charles Franklin  
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