

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

STATE OF NORTH CAROLINA *ex rel.*)
ROY COOPER, Attorney General,)

Plaintiff,)

v.)

LEGAL HELPERS DEBT RESOLUTION,)
LLC, a Nevada limited liability company)
transacting business in North Carolina as)
LEGAL HELPERS DEBT RESOLUTION)
PLLC, d/b/a Macey, Aleman, Hyslip)
& Searns,)

JEFFREY S. HYSLIP)
2610 N. Talman Avenue, #4)
Chicago, IL 60647-6977,)

JASON SEARNS)
6377 W. Prentice Avenue)
Littleton, CO 80123-5195,)

JEFFREY ALEMAN)
19 Red Oak Drive)
Highland, IL 52249-2361,)

and)

THOMAS G. MACEY)
1962 North Burling Street)
Chicago, IL 60614)

Defendants.)

COMPLAINT

And

MOTION FOR
PRELIMINARY INJUNCTION

FILED
2014 MAY 15 A 10:11
COURT CLERK
SUPERIOR COURT
WAKE COUNTY, N.C.

I. INTRODUCTION

1. Plaintiff, the State of North Carolina, by and through its Attorney General, brings this action against the defendants, Legal Helpers Debt Resolution, LLC, transacting business in North Carolina as Legal Helpers Debt Resolution PLLC, d/b/a Macey, Aleman, Hyslip & Searns

(hereinafter "LHDR"), and Jeffrey Hyslip, Jason Searns, Jeffrey Aleman, and Thomas Macey. Plaintiff brings this action pursuant to North Carolina's Debt Adjusting Act, N.C. Gen. Stat. § 14-423 *et seq.*, and the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, seeking refunds for customers, statutory civil penalties, costs, and other appropriate relief.

2. Defendant LHDR began operating in 2009. Beginning in 2010 and continuing to approximately April 2012, LHDR offered a deceptive and illegal debt settlement scheme to consumers in North Carolina. Under the scheme, which is prohibited by North Carolina law, LHDR solicited consumers with large amounts of unsecured debt and promised it would relieve them of their debt burdens by negotiating down their outstanding debt obligations. In fact, LHDR's debt settlement program operated as a classic advance fee scam, designed to extract up-front fees and so-called monthly "maintenance" and "service" costs from financially-strapped consumers whether or not any useful services were performed. As shown below, consumers rarely obtained debt settlements through the defendant and often ended up in far worse financial positions.

3. Upon information and belief, LHDR stopped soliciting North Carolina consumers and enrolling them in its debt settlement scheme in approximately April 2012. However, LHDR continues to collect money from North Carolina consumers previously enrolled, and continues not to perform the debt settlement services promised to consumers, thereby perpetuating significant harm to North Carolina consumers.

4. Upon information and belief, beginning in early 2010 and continuing into 2011, LHDR also operated a deceptive and illegal mortgage and foreclosure relief scheme. After that time, this scheme was taken over by an affiliated company, The Mortgage Law Group LLC. Under LHDR's scheme, which is also prohibited by North Carolina law, the defendant solicited

consumers who were having difficulty making their mortgage payments – and in some instances were facing foreclosure – with promises that LHDR would assist in obtaining loan modifications from the consumers’ mortgage lenders. This loan modification program likewise operated as an advance fee scam, as LHDR extracted illegal up-front fees whether or not any useful services were performed. As shown below, consumers rarely obtained loan modifications or other relief, often ending up in foreclosure.

5. Central to LHDR’s deceptive advertising, marketing, and solicitation of consumers has been its claim that it is a national law firm with an attorney who will work with the consumer throughout the debt settlement process. In fact, LHDR did not and does not operate as a law firm providing legal representation to individuals. Rather, LHDR has always operated as a business principally engaged in debt adjusting.

6. LHDR’s collection of advance fees in connection with its debt settlement and loan modification programs is expressly prohibited by the North Carolina Debt Adjusting Act, N.C. Gen. Stat. § 14-423 *et seq.*, and constitutes unfair and deceptive practices under N.C. Gen. Stat. §§ 14-425 and 75-1.1. The Attorney General has specific authority under the Debt Adjusting Act to obtain injunctive relief, consumer restitution, and the appointment of a receiver for the protection of consumers.

II. PARTIES

7. Plaintiff is the State of North Carolina (“the State”), acting on relation of Attorney General Roy Cooper, pursuant to authority granted in Chapters 14, 75, and 114 of the North Carolina General Statutes.

8. Defendant LHDR is a limited liability company organized in Nevada, with its principal place of business located at 233 South Wacker Drive, Suite 5150, Chicago, Illinois 60606.

9. Defendant Jeffrey Hyslip (hereinafter "Hyslip") is an adult residing at 2610 N. Talman Avenue, #4, Chicago, IL 60647-6977, and at all relevant times has acted as a managing attorney of LHDR. Defendant Hyslip, who is not and never has been licensed to practice law in North Carolina, has at all relevant times participated in, controlled, and had knowledge of the acts and practices of LHDR. Until at least October 2010 and perhaps longer, Defendant Hyslip signed the "Attorney Retainer Agreement" on behalf of LHDR, which was entered into with North Carolina consumers who enrolled in LHDR's debt settlement program.

10. Defendant Jason Searns (hereinafter "Searns") is an adult residing at 6377 W. Prentice Avenue, Littleton, CO 80123-5195. Defendant Searns, who is not and never has been licensed to practice law in North Carolina, is a principal owner, manager, and general counsel of LHDR, and at all relevant times has acted as general counsel for LHDR. At all relevant times defendant Searns has participated in, controlled, and had knowledge of the acts and practices of LHDR. Defendant Searns responded to inquiries from the North Carolina Attorney General's Office regarding complaints from North Carolina consumers.

11. Defendant Jeffrey Aleman (hereinafter "Aleman") is an adult residing at 19 Red Oak Drive, Highland, IL 52249-2361. Defendant Aleman is presently licensed to practice law in Illinois. Aleman, who is not and never has been licensed to practice law in North Carolina, is a principal owner and manager of LHDR. At all relevant times defendant Aleman participated in, controlled, and had knowledge of the acts and practices of LHDR.

12. Defendant Thomas Macey (hereinafter “Macey”) is an adult residing at 1962 North Burling Street, Chicago, IL 60614, and is a principal owner and manager of LHDR. Defendant Macey is presently licensed to practice law in Illinois. Macey, acting in concert with defendants Searns, Aleman, and Hyslip, participated in, controlled, established, directed, and/or ratified the business practices of LHDR alleged in this Complaint.

13. For the purposes of this Complaint, any references to the acts, practices, or omissions of LHDR shall include those acts, practices, or omissions of LHDR’s owners, officers, directors, employees, representatives, or other agents, as well as all named defendants.

14. Defendants Hyslip, Searns, Macey, and Aleman had the power to control and prevent the violations of consumer law alleged in this Complaint, and therefore can incur liability for noncompliance.

III. FACTUAL ALLEGATIONS

A. LHDR’s Original Business Model

1. Debt Settlement:

LHDR’s Solicitations to Consumers

15. LHDR began soliciting financially distressed consumers in North Carolina in 2010. LHDR did so by offering so-called “debt settlement” services to these consumers, calling and advertising its debt settlement scheme by other names as well, such as “debt negotiation,” “debt reduction,” and/or “debt resolution.” As explained more fully below, the defendant purposefully preyed on unsophisticated consumers who were struggling with high amounts of unsecured debt but who wanted to pay their creditors in good faith and avoid bankruptcy.

16. LHDR solicited consumers to enroll in its debt resolution program through a variety of sales and marketing efforts, including radio, mass mailings, direct mailings, and over

the Internet at several websites, including www.legalhelpersdr.com. See Exhibit 1, Affidavit of Yvonne Brown, attached hereto. LHDR also directly solicited consumers through outbound telemarketing. See Exhibit 2, Affidavit of Joy Mickle, attached hereto.

17. In its solicitations to consumers, LHDR claimed to have expertise in a full range of debt relief options. Among the services LHDR purported to offer were debt management, credit counseling, debt consolidation, and bankruptcy. Upon information and belief, LHDR employees and agents had no training, experience, or expertise in these areas and did not provide any meaningful analyses of consumers' financial circumstances. Rather, while claiming to offer these various debt relief options, LHDR almost always channeled consumers into so-called "debt settlement."

18. In its solicitations to consumers, LHDR's representatives claimed they could drastically reduce consumers' unsecured credit card debts through the defendant's debt settlement program. Specifically, LHDR represented that consumers: (a) would be able to reduce their unsecured debts by up to sixty-five percent; (b) would typically become completely debt-free in 30 to 40 months but sometimes much sooner; and (c) would be able to pay off their creditors and avoid bankruptcy.

19. LHDR told consumers it would contact their creditors and negotiate substantially reduced settlements of the amounts owed to each creditor. LHDR claimed it would obtain a minimum debt reduction of thirty-five percent of each debt (including interest, penalties, and late fees on the debt) and suggested the possibility of sixty-five percent reduction.

20. LHDR told consumers that it would curtail creditors' collection efforts by sending out letters of representation to the creditors.

21. LHDR told consumers that it was one of the largest debt resolution law firms in the nation, that it had offices in every state, and that enrollees in the debt settlement program would be represented by an attorney.

The “Attorney Retainer Agreement”

22. From its inception and continuing to at least October 2010, LHDR required consumers to sign an “Attorney Retainer Agreement” (hereinafter “Retainer Agreement”) to enroll in its debt resolution services. See Exhibit C of Exhibit 2, the Joy Mickle Affidavit, attached hereto.

23. Upon information and belief, the Retainer Agreements were pre-signed by Jeffrey Hyslip, who was not and never has been licensed to practice law in the State of North Carolina.

24. Under the Retainer Agreement, LHDR charged consumers several different non-refundable fees. First, consumers paid LHDR an initial flat retainer fee of \$500.00, purportedly for debt review, analysis, and structuring of a debt reduction plan. This fee was typically spread out over the first three months of a payment plan set up by LHDR.

25. Second, consumers paid LHDR a monthly maintenance fee of \$50.00.

26. Third, if LHDR was able to obtain a sixty-five percent greater reduction of a consumer’s scheduled debt, the consumer was obligated to pay LHDR five percent of the savings based on enrolled debt. The \$500.00 retainer and monthly fee were credited toward any five percent contingency fee.

27. Fourth, consumers paid a third party, named in the Retainer Agreement, fifteen percent of their total scheduled debt as service fees for the “implementation, management, and maintenance” of the debt resolution plan. In the Retainer Agreement, LHDR promised that the third party would provide the services under the direct supervision of LHDR.

28. Under the Retainer Agreement, no attempt would be made to settle any debts until the consumer had made all the required payments into the “program.” Upon information and belief, LHDR relied on third parties, not law firms, to perform the actual services of debt negotiation, if any such services were ever performed.

29. LHDR’s collection of advance fees functioned this way: (1) all of the first three months of payment were applied toward fees; (2) for approximately the next 12 to 18 months, a significant portion of the consumers’ monthly payment went toward fees and costs, most of which was passed on to the third party; (3) a relatively small portion of consumer payments during this time was set aside in a reserve or savings account for eventual payment to creditors.

30. LHDR called this savings account the consumer’s “settlement account.” LHDR told consumers that the money saved in the account would be used to negotiate with creditors and ultimately to settle the consumer’s debts. However, as a practical matter, the defendant’s advance fee structure made it difficult if not impossible for consumers to save funds for anticipated settlement.

31. LHDR required consumers who enrolled in the debt settlement plan to provide authorization to allow the consumer’s bank account to be debited on a monthly basis by automatic bank draft. LHDR contracted with a separate payment processor that coordinated this automatic withdrawal and managed the consumer’s account. Among the entities used by LHDR in this capacity was Global Client Solutions, LLC (“Global”).

32. Before LHDR commenced any so-called debt settlement services with creditors, the \$500.00 retainer (spread out over the first three months), the monthly maintenance fee of \$50.00, and the fifteen percent “service” fee had to be paid in full. In soliciting consumers to enter the program, the defendant did not explain that, for a substantial period of time, most, if not

all, of the consumer's monthly payment was devoted solely to LHDR's and/or the third party's fees.

33. Because most of the consumers' initial payments to LHDR were in the form of fees and did not go into the so-called "settlement account" designed to collect funds to be used to settle with consumers' creditors, consumers had to remain in LHDR's program for a year or more before any negotiation services were performed, if any were performed at all. Consumers report that they did not realize that no debts would be settled and no payments made to creditors for an extended period of time.

34. Under the Retainer Agreement, if an enrollee was contacted by a creditor, the enrollee was forbidden to discuss resolution of the debt (see paragraph VI of the Agreement, Exhibit C of Exhibit 2, which states, "[i]f a creditor or collection agency telephones client, client will not engage in debt resolution discussions").

35. Some consumers report that, after they signed the Retainer Agreement, their creditors told them they never heard from LHDR. Other consumers report that, after they signed the Retainer Agreement, their creditors told them they had received communication confirming LHDR's representation, but that when the creditors contacted LHDR they received no response. See Exhibit 3, Affidavit of Michele Laney.

The Illusory Promise of Representation by an Attorney

36. In its advertising, marketing, and solicitation of consumers, LHDR claimed it was a national law firm with an attorney who would work with the consumer throughout the debt settlement process. In fact, LHDR did and does not operate as a law firm providing legal representation to individuals, and has instead operated as a business principally engaged in debt adjusting.

37. LHDR did not provide contact information for any attorney, let alone a North Carolina attorney, to North Carolina consumers enrolled in the debt settlement program. If a consumer enrolled in the program sought specifically to talk to or work with an attorney -- especially when the consumer was sued by a creditor -- LHDR disclaimed any obligation to provide such legal assistance.

38. Despite the fact that LHDR advertised itself as a law firm, LHDR did not provide legal representation for consumers. Indeed, the Retainer Agreement contains disclaimers which made clear that no real legal services would be provided. The Retainer Agreement states,

III. Limited Retention:

LHDR will not and does not provide the following services to Client:

- Tax, financial planning or accounting advice;
- Attempt to repair credit or correct entries on credit reports;
- Bankruptcy services, except as specifically provided for below;¹
- Represent client in any manner before a court, including foreclosure proceedings or in any arbitration or hearing;
- Eliminate harassment or collection calls from creditors or collectors.

The Agreement expressly limited LHDR's involvement to the "negotiat[ion] and attempt to enter into settlements with creditors of the Client in an effort to modify and/or restructure Client's current unsecured debt." However, the Agreement then goes on to provide that these very responsibilities are subcontracted to the third party. Section V of the Agreement states,

Subcontracting Specific Tasks: LHDR shall subcontract certain tasks including negotiations with creditors and collectors and certain customer support responsibilities to a third-party. LHDR and other legally trained, licensed personnel will supervise all negotiations and customer support and ensure that these services comply with established procedures.

¹ As to bankruptcy, the Agreement later states that in the event suit has already been filed on an account, LHDR will discuss with the client other legal remedies, including bankruptcy. As alleged in paragraph 17 of this Complaint, upon information and belief, LHDR did not provide bankruptcy services to its consumers and likewise did not suggest bankruptcy as an alternative to debt settlement.

And, section VII of the Agreement provides in pertinent part:

The implementation, management and maintenance of a debt resolution plan by LHDR shall be performed under the direct supervision of LHDR by [named third-party] at a cost of fifteen percent (15%) of the Client's total scheduled debt (hereinafter referred to as Service Cost). LHDR has a non-exclusive reciprocal referral Agreement with [third-party] to provide these services under LHDR's direct supervision. *These are services required for the debt resolution plan, but are not legal services. There is no attorney-client relationship between Client and [third-party] in regard to these services and any specific communications between client and [third-party] are not protected by attorney-client privilege. [Third party] cannot and will not provide any legal advice to the Client other than as communicated through [third-party] by LHDR and under LHDR's supervision. . . .*

Exhibit C of Exhibit 2, the Joy Mickle Affidavit (emphasis supplied). Thus, under the Retainer Agreement, LHDR made clear that it was not performing legal services for enrollees, that the sole task to be performed was attempted debt settlement, that this task itself was a non-legal service delegated to a third-party, and that there was no attorney-client relationship between the enrollee and the third-party.

39. Some consumers report that, after enrolling in LHDR's program and following the defendant's advice to cease making payments to creditors, they were sued by a particular creditor. In these instances, per the Retainer Agreement, LHDR disclaimed responsibility for representing the consumer, leaving the consumer to proceed *pro se*. See Exhibit 1, Affidavit of Yvonne Brown.

40. Consumers who signed the Retainer Agreement with LHDR report that they never spoke to or met with an attorney, and did not know the name of any attorney representing them.

41. N.C. Gen. Stat. § 55B-10 provides in pertinent part:

No professional corporation shall open, operate, or maintain an establishment for any of the purposes set forth in this Chapter without first

having obtained a certificate of registration from the licensing board or boards.

Obtaining this Certificate of Registration from the licensing board -- here, the North Carolina State Bar -- is a prerequisite for obtaining a Certificate of Authority from the Secretary of State authorizing the limited liability company to transact business in North Carolina as a professional limited liability company.

42. Prior to March 24, 2011, LHDR was in violation of N.C. Gen. Stat. § 55B-10 because it had not obtained a Certificate of Registration from the North Carolina State Bar certifying that LHDR was properly registered as an interstate law firm. Prior to May 4, 2011, LHDR had not received authorization from the Secretary of State allowing it to transact business as a PLLC. Because LHDR was not registered as an interstate law firm prior to March 24, 2011, LHDR was not, before this date, authorized to practice law in North Carolina, meaning it was not authorized to provide the very legal representation to North Carolina consumers it falsely promised it would provide.

2. The Mortgage Loan Modification Scheme

43. Beginning in 2010 and continuing into 2011, LHDR, in addition to its debt resolution services, provided mortgage loan modification services for North Carolina consumers. Upon information and belief, after approximately January 2011, LHDR began offering loan modification services to consumers through an affiliated entity, The Mortgage Law Group, LLC.

44. LHDR solicited consumers for its mortgage loan modification program via telephone and through Internet websites. In its direct solicitations, LHDR targeted financially distressed homeowners in North Carolina and around the country, many of whom were facing

foreclosure by their mortgage lenders. See Exhibit 4, Affidavit of Albert Cooper, attached hereto.

45. In its solicitations, LHDR claimed it could arrange for a modification of a consumer's mortgage loan terms, thereby lowering the mortgage payment.

46. When consumers spoke with LHDR representatives, they were told that they would be represented by an attorney in the loan modification process. They were further told that the loan modification would: (1) lower their mortgage payments; (2) reduce the rate of interest on their loan; and (3) reduce the loan principal. Contrary to these promises, consumers were not represented by an attorney, and rarely, if ever, did LHDR's services result in a reduction of consumers' mortgage payments, interest rate, or loan principal.

47. LHDR explicitly instructed consumers who enrolled in the loan modification program to cease all contact with their mortgage lenders and to allow LHDR to handle all future communications. LHDR qualified this directive in a letter it sent out to enrollees. The letter states,

While we will not tell you not to speak to your servicer, we must advise you that to do so is risky. We have seen several clients hurt by deceptive practices when their servicer calls. Unfortunately, you will most likely be contacted by the collections department which has little to no knowledge regarding the loss mitigation department. We frequently see collections agents threatening our clients or trying to scare them into making a payment. We have even heard, first hand on a conference call, a collection agent saying that no attorney had been working the case. Of course once we were transferred to the loss mitigation department the client was relieved to see that everything was on track and that the collection agent had been lying about the payment as well as not being represented by an attorney.....

(See Exhibit A of Exhibit 4, the Affidavit of Albert Cooper, attached hereto).

48. In the same letter to enrollees, LHDR stated that a mortgage loan modification as well as “other workout solution programs” would take anywhere from 90-120 days, though the time frame depended upon the particular circumstances. The letter continues,

Fortunately by using an attorney you have a significant advantage over homeowners who attempt workouts on their own because we are familiar with the process and expedited through our contacts.

Upon information and belief, LHDR rarely, if ever, accomplished loan modifications or “other workout solutions” for consumers within 90-120 days. Further, LHDR offered no such “advantage” to consumers in the form of attorneys who could facilitate expedited resolution because indeed LHDR did not use attorneys to provide its so-called services.

49. Consumers who enrolled in LHDR's mortgage loan modification program signed a retainer agreement. Despite LHDR's promise that an attorney would represent the consumer, the retainer agreement makes clear that no real legal services would be provided and that the actual work of loan modification/mortgage loan relief, if any, would be subcontracted to non-attorney third parties. The agreement states in pertinent part,

V. Subcontracting Specific Law-Related Tasks: LHDR may subcontract certain law-related tasks including negotiations with mortgage servicers and certain customer support responsibilities to a third-party with comparable or greater aptitude in these law-related services. LHDR and other legally trained, licensed personnel will supervise all negotiations and customer support. Subcontracting of any such services will not increase or affect in any manner the amount of the Client's flat fee.

VIII. Fees and Costs:

.....
The implementation, management, maintenance, and supervision of a mortgage workout shall be performed under the direct supervision of LHDR attorneys by [named third-party]. LHDR has a non-exclusive reciprocal referral Agreement with [third-party] to provide these services directly and through their agents under LHDR's direct supervision. *These are services required for mortgage workout services but are not legal services. There is no attorney-client relationship between Client and*

[third-party] in regard to these services and any specific communications between client and [third-party] are not protected by attorney-client privilege. [Third party] cannot and will not provide any legal advice to the Client other than as communicated through [third-party] by LHDR and under LHDR's supervision. . . .

Further, the agreement states that LHDR is not obligated to represent the client in any litigation or arbitration. See the Retainer Agreement, Exhibit B of Exhibit 4, the Affidavit of Albert Cooper (emphasis added).

50. One consumer reported that, after enrolling in LHDR's loan modification program and after following the defendant's advice to cease making payments to the mortgage lender, the lender instituted foreclosure proceedings. In this instance, per the retainer agreement, LHDR failed to represent the consumer at the foreclosure hearing, which was rescheduled multiple times. See Exhibit 4, the Affidavit of Albert Cooper.

51. While LHDR's website listed local attorney "partners," and while in some instances LHDR letterhead listed attorney "partners," upon information and belief, these local "partners" – attorneys licensed in North Carolina -- did not personally meet with LHDR's loan modification clients, did not give them advice, and did not negotiate with LHDR clients' mortgage lenders or servicers.

52. LHDR failed to keep its consumer clients informed of the status of its mortgage relief and loan modification services, if any were being performed. The clients, after paying LHDR, had difficulty getting in touch with LHDR. When LHDR did return phone calls, LHDR's representatives claimed that they were actively working on the consumers' mortgage loan modification and were engaged in discussions with the mortgage lenders, thereby leading consumers to believe that LHDR was actively working on a solution to the consumer's foreclosure situation.

53. LHDR charged consumers substantial up-front fees for its purported loan modification services. Upon information and belief, this fee was typically between \$2,500.00 and \$3,000.00. LHDR required that customers pay this fee in full before LHDR began the performance of any services on behalf of the customer, if any such services were performed.

54. Due to the difficult financial circumstances faced by LHDR's customers, customers were usually unable to pay the required fee all at once. LHDR arranged for the payment to be made in monthly installments, typically 3-4 months.

55. Upon information and belief, LHDR, despite charging consumers substantial up-front fees, performed no significant services to assist distressed homeowners in obtaining mortgage loan modifications or in preventing consumers' homes from being foreclosed on. Likewise, the third parties with which LHDR subcontracted to purportedly perform such services did not provide any real services to distressed homeowners. As a result of LHDR's/the third parties' non-performance after collecting substantial fees, consumers lost much-needed monies that could have been used to pay their mortgage lenders or to provide for their families in a time of great financial hardship. Further, as a result of LHDR's deceptive representations, consumers lost critical time – especially the time during which the consumer was making the monthly installment payments to LHDR – and lost out on legitimate options that could have been used to address their foreclosure situation. Legitimate and meaningful foreclosure assistance counseling was and is available at no cost from non-profit agencies throughout North Carolina.

B. LHDR's Recent Business Model

56. Upon information and belief, between approximately October 2010 and an unknown date in 2011, LHDR phased out its prior business model, commenced a modified business model, and purportedly ceased offering mortgage loan modifications.

57. Among LHDR's changes to its business model was the offer of a free face-to-face consultation between potential debt settlement enrollees and a North Carolina attorney.

58. Upon information and belief, after the initial face-to-face consultation, consumers rarely if ever spoke to or dealt with that attorney (or any attorney) again. Rather, consumers dealt only with non-lawyers at LHDR and/or non-lawyer representatives of the third party used by LHDR to perform the debt settlement negotiations, if any negotiations occurred.

59. Upon information and belief, the face-to-face meeting was very limited in scope, typically involving no more than the attorney's explanation of the enrollment documents and what debt settlement entailed. One consumer described the meeting as, "much like one with a bank notary, where the focus is on verifying ID and making sure all the documents are signed." See Exhibit 5, Affidavit of Denise M. Bazic, attached hereto. The attorneys who were retained by LHDR in order to ensure face-to-face meetings with consumers report that they were paid a flat fee from LHDR, that the fee was either \$125.00 or \$150.00 per meeting, and that they received payment only if the consumer signed on to the debt settlement program and did not cancel within a certain number of days.

60. Upon information and belief, of the total number of North Carolina consumers who enrolled in LHDR's debt settlement scheme under both the old and new business model, only a small percentage met with an attorney.

61. LHDR changed its fee structure per an agreement signed by the consumer called a "Letter of Engagement." Upon information and belief, the fee structure most commonly used required a \$900.00 initial retainer fee, an on-going monthly fee of \$79.00, and a Service Cost of 15% of the total scheduled debt for the implementation, management and maintenance of the debt resolution plan. LHDR made the same promise of a minimum debt reduction of thirty-five

percent of the debt, including interest, penalties, costs and late fees. There was no 5% contingency fee of the amount of debt reduction accomplished. See “Legal Helpers Debt Resolution, LLC Letter of Engagement, Exhibit A of Exhibit 5, attached hereto.

62. Unlike the previous model, under the Letter of Engagement, the flat fee covered some limited litigation support services. However, upon information and belief, attorneys performed very little litigation work on behalf of debt settlement enrollees. Rather, the vast majority of the work which attorneys performed for these consumers consisted merely of explaining the debt settlement program and the enrollment documents. Thus, the majority of the work which attorneys performed was simply in furtherance of LHDR’s business as a debt adjuster.

C. North Carolina Consumers’ Experience with LHDR
Under Both Business Models

63. When consumers signed up for the debt settlement program, LHDR’s representatives expressly instructed them to stop making any payments to their creditors, even if the consumer had been making timely payments to the creditors. Consumers who followed LHDR’s advice to cease making payments to their creditors experienced further financial injury in the form of increasing account balances due to additional interest and late fees which continued to accrue.

64. Participation in the defendant’s debt settlement program did little to abate or prevent calls from creditors.

65. In many cases, consumers who enrolled in LHDR’s debt settlement program suffered a substantial negative impact to their credit rating as a result of ceasing payment to their creditors.

66. Many consumers who enrolled in LHDR's debt settlement program in order to improve their financial situation found that their finances were instead getting worse. Therefore, consumers often canceled or dropped out after they paid significant fees to LHDR but before any debt settlement or debt negotiation occurred.

67. Despite its claims of being expert in debt settlement and debt negotiation, LHDR has obtained very few settlements on behalf of North Carolina consumers with consumers' creditors. LHDR has disbursed only a small percentage of the money collected from North Carolina consumers to consumers' creditors, and has instead retained most consumers' monies for its own benefit and the benefit of third-party debt settlement companies. The North Carolina Attorney General's Office issued two civil investigative demands (CIDs) to Global. The records received from Global show that, from November 12, 2010 to March 16, 2013, total deposits were made in the amount of \$1,533,399.41 from 412 North Carolina consumers who were customers of LHDR. Of that amount, the records also show that \$187,294.09 was disbursed directly to LHDR as "retainer fees." Further, the records show that Global disbursed an additional amount of \$940,136.50 to LDHR and to third-party non-creditors as "administrative" or "service" fees. The records show that only \$236,938.25, or 15% of all North Carolina consumer funds, was disbursed directly to creditors for debt settlement purposes. Finally, the records show that LHDR collected 74% of all North Carolina consumers' deposits for its own fees and expenses or for fees and expenses of the third-party non-creditors, leaving only a balance of \$228,397.02 in reserve funds to negotiate future settlements with creditors for its North Carolina consumer clients. See Exhibit 6, Affidavit of David Evers, attached hereto.

68. LHDR did not negotiate with creditors on behalf of North Carolina consumers. Rather, the defendant relied on third parties for such negotiation, if any negotiations occurred. These third parties were/are for-profit, non-attorney, back-end debt settlement companies.

69. LHDR has routinely refused to provide refunds even when it has performed no useful services. Only in instances where the Attorney General's office interceded did the defendant sometimes pay refunds to consumers.

70. The experience of Yvonne Brown, whose affidavit is attached as Exhibit 1, illustrates LHDR's unlawful and deceptive debt settlement practices. Ms. Brown and her husband had over \$103,000.00 in debt. In August 2010, they received a mailing from LHDR with a toll-free number. They called the number and believed they were speaking with an attorney's office because LHDR advertised itself as a law firm. LHDR convinced Ms. Brown that debt settlement was a better option than bankruptcy, and promised that her debt would be paid off within five years. Ms. Brown signed the Retainer Agreement with LHDR (pre-signed by Jeffrey Hyslip), and the contract included a payment schedule (attached as Exhibit C to her affidavit). Under the payment schedule, for the first three months Mr. and Mrs. Brown paid \$1,334.27 per month. The payment was electronically debited by Global. The \$1,334.27 per month broke down as follows:

- \$50.00 for "Maintenance Cost";
- \$166.67, representing one-third of the retainer fee of \$500.00;
- \$1,117.60 for "Service Cost" (the third payment was for \$1,117.61).

For the first three months, no portion of what Mr. and Mrs. Brown paid to LHDR and/or the third-party ($\$1,334.27 \times 3 = \$4,002.81$) went into their settlement account for payment to creditors. Then, for the next twelve months, the Browns were obligated to pay \$966.49 per month, with this breakdown:

- \$50.00 for "Maintenance Cost";

- \$838.20 for "Service Cost" (twelfth payment of \$838.18);
- \$78.29 for savings (twelfth payment of \$78.31).

Thus, had Mr. and Mrs. Brown decided to stay in the LHDR debt settlement program for fifteen months, they would have paid to LHDR/the third party \$15,600.69, with only \$939.50 going into savings. This means that approximately 94% of their total payments would have gone to LHDR and/or the third party, with only 6% going into the savings account for eventual payment to creditors. As it turned out, Ms. Brown withdrew from LHDR's debt settlement program. She was sued by a creditor and expected an LHDR attorney to represent her, but LHDR did not provide legal representation. She proceeded *pro se* and a judgment of approximately \$13,000.00 was entered against her. She had difficulty even getting LHDR to return her phone calls, and after her experience in court and upon realizing so little was being placed in savings, she terminated the Agreement. At the time she terminated the Agreement she had paid out over \$6,900.00, with only \$234.87 having made it into the settlement account.

71. Consumers who enrolled in LHDR's mortgage loan modification program, similar to enrollees in the debt settlement program, experienced significant financial harm. These consumers report that, despite paying substantial up-front fees to LHDR, and despite being promised representation by an attorney, they: (1) did not receive the promised loan modification; (2) were not assisted or represented by an attorney in the foreclosure process; (3) never spoke or met with an attorney; (4) had difficulty getting in touch with any representative at LHDR; (5) were told that LHDR was engaged in negotiations with the mortgage lender when in fact no such negotiation was occurring; and (6) lost much-needed monies in the form of the advance fees paid to LHDR, which could have been used to pay their mortgage lenders.

72. Between August 2010 and April 1, 2014, the North Carolina Attorney General's Office received sixty-one complaints from North Carolina consumers concerning the debt settlement and loan modification practices of LHDR. Fifty-five of those complaints concern LHDR's debt settlement practices, while six of those complaints are about LHDR's loan modification practices. In all instances, consumers allege that they either paid advance fees to LHDR or were solicited for the purpose of paying advance fees to LHDR. See Exhibit 6, Affidavit of David Evers.

73. On June 5, 2012, the Illinois Attorney Registration and Disciplinary Commission ("Commission") filed a complaint against Defendants Macey and Aleman, requesting a hearing before the Commission's Hearing Board and seeking disciplinary measures against Macey and Aleman due to the debt settlement practices of LHDR as owned and managed by Macey and Aleman. In the complaint, the Commission accused Macey and Aleman of, among other instances of misconduct, (1) breach of fiduciary duty to LHDR's debt settlement clients; (2) collecting unreasonable fees in violation of the Illinois Rules of Professional Conduct; (3) violating the Illinois Rules of Professional Conduct by failing to supervise and make reasonable efforts to ensure that the conduct of nonlawyers employed by or associated with LHDR was compatible with Macey's and Aleman's professional obligations; and (4) assisting a person who is not a member of the bar in performance of activity that constitutes the unauthorized practice of law. The Hearing Board completed hearings with respect to both Macey and Aleman, and decisions by the Board are pending. See Exhibit 7, Complaint in the Matter of Thomas George Macey and Jeffrey John Aleman, Before the Hearing Board of the Illinois Attorney Registration and Disciplinary Commission.

IV. CLAIMS FOR RELIEF
COUNT I:
LHDR's DEBT SETTLEMENT AND
LOAN MODIFICATION PRACTICES
VIOLATE THE NORTH CAROLINA
DEBT ADJUSTING LAW,
N.C. GENERAL STATUTE § 14-423, et seq.

74. The State realleges and incorporates herein the allegations of paragraphs 1 through 73 above.

75. Through its debt-settlement practices, LHDR has engaged in illegal “debt adjusting” services as that term is defined in Article 56 of Chapter 14 of the North Carolina General Statutes. Specifically, G.S. § 14-423(2) defines “debt adjusting” in pertinent part:

Debt adjusting also includes the business or practice of debt settlement or foreclosure assistance whereby any person holds himself or herself out as acting for consideration as an intermediary between a debtor and the debtor's creditors for the purpose of reducing, settling, or altering the terms of the payment of any debt of the debtor, whether or not the person distributes the debtor's funds or property among the creditors, and receives a fee or other consideration for reducing, settling, or altering the terms of the payment of the debt in advance of the debt settlement having been completed or in advance of all the services agreed to having been rendered in full.

76. The activity of “debt adjusting” is prohibited by N.C.G.S. § 14-424, which provides that “[i]f any person shall engage in, or offer to or attempt to, engage in the business or practice of debt adjusting, or if any person shall hereafter act, offer to act, or attempt to act as a debt adjuster, he shall be guilty of a Class 2 misdemeanor.”

77. LHDR's offering and purported rendering of debt settlement or debt negotiation services to North Carolina consumers violated North Carolina's debt adjusting statute. Specifically, LHDR has engaged in a business or practice in which the defendant has held itself out as acting or offering or attempting to act as an intermediary between North Carolina

consumer debtors and their creditors for the purpose of negotiating, settling, or altering the terms of payment of North Carolina debtors' debts; and LHDR received money from consumers for the claimed eventual payment to, or distribution among, consumers' creditors.

78. LHDR also violated in the Debt Adjusting statute by collecting advance fees for debt settlement or debt negotiation services.

79. Through its mortgage relief and loan modification activities, LHDR engaged in the unlawful business of "debt adjusting," which is prohibited by Article 56 of Chapter 14 of the General Statutes. Specifically, N.C. Gen. Stat. §14-423(2) prohibits the practice of "foreclosure assistance," where the foreclosure assistance business collects an advance fee for its services.

80. Through its loan modification program LHDR engaged in "debt adjusting" services prohibited by North Carolina law, in that: (1) the defendant engaged in the business or practice of debt settlement and foreclosure assistance, as the defendant held itself out as acting as an intermediary between consumers and their mortgage lenders for the purpose of negotiating, reducing, or altering the terms of consumers' mortgage debts; and (2) the defendant received a fee or other consideration for its services, which the defendant charged and collected in advance of all the foreclosure assistance services agreed to having been rendered in full.

81. Section 14-426 of the Debt Adjusting law provides for certain, limited exemptions to the statute, including an exemption for "an attorney-at-law licensed to practice in this State who is not employed by a debt adjuster." LHDR did not and does not qualify for this exemption for these reasons:

(A) While LHDR held itself out to be a law firm, the Act does not provide an exemption for law firms. Rather, the Act only exempts individual attorneys ("an attorney-at-law") who are not employed by a debt adjuster.

(B) Prior to March 24, 2011, LHDR was not registered as an interstate law firm in North Carolina because it had not obtained a Certificate of Registration from the North Carolina State Bar. Thus, LHDR was not, before this date, “licensed to practice in this State” within the language of the exemption.

(C) While LHDR held itself out to be a law firm and indeed solicited consumers on the premise that consumers would be represented by an LHDR attorney, under the original business model the Retainer Agreement made clear that LHDR’s involvement was limited to debt negotiation and debt settlement. And, LHDR labeled these very tasks “not legal services,” subcontracting with third parties to perform the tasks and making clear that no attorney-client relationship was created between the enrollee and the third-party. Thus, with the Retainer Agreement specifying that no legal services would be provided, LHDR cannot plausibly claim to have acted as an attorney-at-law within the meaning of the exemption. As alleged above and as demonstrated in the Affidavit of Yvonne Brown, LHDR specifically disclaimed any responsibility for representing consumers when they actually needed the help of an attorney.

(D) Consumers have reported that, under the original business model, at no point in their dealings with LHDR did they speak with, meet with, or have any contact whatsoever with, an attorney. Consumers’ only dealings were with non-attorney representatives. Thus, the status of LHDR vis-à-vis the exemption was completely contrary to the exemption, because it operated as a business of non-attorneys engaged in debt adjustment.

(E) Even under the new business model, the face-to-face meetings between North Carolina attorneys and potential enrollees did not bring LHDR within the exemption. The meetings were extremely limited in scope, typically involving no more than the lawyer’s review of the enrollment contract and explanation of LHDR’s debt settlement program. Of note,

attorneys did not receive any remuneration from LHDR unless the consumer signed up for and remained enrolled in the debt settlement program. The very limited involvement by attorneys was therefore solely in furtherance of LHDR's business as a debt adjuster, meaning that the status of LHDR vis-à-vis the exemption was completely contrary to the exemption because the exemption applies to an attorney-at-law not employed by a debt adjuster.

82. Pursuant to § 14-425, the State is entitled to recover all sums unlawfully collected by the defendants from North Carolina debtors.

COUNT II:
LHDR's DEBT SETTLEMENT AND LOAN MODIFICATION
PRACTICES VIOLATE THE NORTH CAROLINA UNFAIR
AND DECEPTIVE TRADE PRACTICES ACT,
N.C. GENERAL STATUTE § 75-1.1 et seq.

83. The State incorporates herein by reference paragraphs 1 through 82 above.

84. In the course of soliciting and promoting their "debt settlement" or "debt negotiation" services to North Carolina consumers, in entering into agreements with North Carolina consumers to provide such purported services, and in purporting to render such services, LHDR has engaged in unfair and deceptive acts and practices in trade or commerce in violation of G.S. § 75-1.1.

85. LHDR is not exempt as attorneys from the coverage of G.S. 75-1.1 because the defendant has engaged in activities expressly prohibited by law in this State, and the defendant did not and does not render legal or professional services to North Carolina consumers.

86. LHDR's unfair or deceptive acts and practices with respect to its debt settlement program include, but are not limited to, the following:

(A) Engaging in illegal debt adjusting activities prohibited by North Carolina law;

(B) Making deceptive and misleading representations to consumers about its debt settlement program, including, but not limited to, the following:

- (i.) Falsely representing that LHDR's debt settlement program is highly successful, that LHDR will reduce consumers' unsecured debts by as much as 65 percent – when, in actuality, LHDR did not settle most consumers' debts, most consumers' debts were not reduced, few consumers successfully completed LHDR's program, and LHDR's program often failed.
- (ii.) Representing that LHDR's unlawful debt settlement program is consumers' best option for debt relief; when, in reality, other options, such as credit counseling, debt management, bankruptcy filing, or other options, were far more suitable for consumers and afforded greater debt relief;
- (iii.) Representing that LHDR has special expertise in “debt settlement” or “debt negotiation,” when LHDR had no such special expertise, and consumers were more likely to obtain reduced settlements with their creditors through their own efforts than through LHDR's efforts, if any;
- (iv.) Representing to consumers that they can expect LHDR to reach settlements with consumers' creditors within 30 to 40 months and sometimes much sooner; when, in fact, LHDR reached very few settlements in this time period due its practice of front-loading the collection of LHDR's fees, which prevented consumers

from accumulating sufficient funds with which to pay their creditors;

- (v.) Representing to consumers that LHDR is a law firm whose attorneys will provide legal service to consumers to protect them from creditors and debt collectors; when LHDR rarely, if ever, rendered such legal services on behalf of consumers;
- (vi.) Representing that LHDR will promptly begin contacting and negotiating with consumers' creditors shortly after consumers enroll; when, in fact, typically there was no negotiation with consumers' creditors until consumers had been in LHDR's program for many months, if at all;
- (vii.) Failing to adequately inform consumers of the amount of LHDR's fees, and failing to adequately inform consumers that LHDR collects its fees up-front before beginning any "debt settlement" services on behalf of consumers;
- (viii.) Representing to consumers that LHDR will keep consumers informed of LHDR's actions on consumers' behalf, and representing that LHDR is available to respond to consumers' inquiries; when LHDR typically did not provide consumers with information about consumers' accounts or with information about LHDR's actions on consumers' behalf, if any;
- (ix.) Failing to inform consumers that some creditors refuse to negotiate with LHDR;

- (x.) Failing to adequately inform consumers that they face a higher degree of risk of being sued by their creditors as a direct result of their participation in LHDR's program due to LHDR's instructions to cease making payments to their creditors;
 - (xi.) Failing to adequately inform consumers that, by following LHDR's instructions to cease making payments to their creditors, consumers' debts may significantly increase as a direct result of their participation in LHDR's program because of creditors' assessment of finance charges, late fees, over-the-limit fees, and other fees; and
 - (xii.) Representing to consumers that they will be able to obtain a refund if consumers terminate the program; when, in fact, very few consumers have obtained refunds when they terminated.
- (C) Offering and engaging in a "debt settlement" or "debt negotiation"

program, that, in substance, is grossly unfair and injurious to consumers, in that, among other things:

- (i.) LHDR charged extraordinarily high fees for its purported "services," fees that LHDR collected up-front and retained for its own benefit and the benefit of the subcontracted third parties, usually without providing any services for consumers;
- (ii.) LHDR, in order to gain consumers' confidence and trust, held itself out as being a law firm consisting of attorneys who will provide legal services to consumers; when in fact LHDR did not

provide legal services to consumers, and consumers, with the exception of the initial face-to-face meeting with a North Carolina attorney -- which occurred under the revised business model and was limited to the attorney essentially explaining the debt settlement program and going over the enrollment documents -- were not given the opportunity to consult with attorneys who purportedly worked for LHDR.

- (iii.) LHDR advised consumers to cease paying legal obligations to their creditors; and
- (iv.) LHDR perpetrated a program that is substantially deleterious to the credit standing and the economic and legal standing of consumers.

87. In connection with the solicitation, promotion, and the offering for sale, or rendering of its loan modification services, LHDR has engaged in a pattern of unfair and deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1. Such unfair and deceptive acts and practices include, but are not limited to, the following:

- (A) Making deceptive representations to consumers that LHDR can and will prevent or stop ongoing foreclosures on consumers' homes;
- (B) Holding itself out as having special expertise in preventing foreclosures and in negotiating with mortgage lenders, and as having special relationships with mortgage lenders, when LHDR had no such special expertise or special relationships;
- (C) Collecting money from financially distressed consumers for loan modification/foreclosure assistance services, when LHDR knew or reasonably should have

known that it cannot, or very likely would be unable to, modify consumers' loans and/or stop lenders' foreclosures;

(D) Collecting substantial fees from consumers, but failing to render any meaningful or beneficial services on behalf of consumers.

(E) After collecting its fees, misleading consumers by representing that it was working on consumers' behalf, when, in fact, LHDR was not performing any meaningful services, or alternatively, avoiding consumers or materially delaying in notifying consumers that LHDR was unable to prevent foreclosure of consumers' homes, all of which substantially harmed consumers by causing consumers to lose critical time in addressing their foreclosure situations;

(F) Instructing consumers not to communicate with their mortgage lenders, which worsened consumers' situations by preventing consumers from potentially working matters out with their lenders and cut consumers off from important communications with consumers' lenders regarding their foreclosure;

(G) Failing and refusing to pay refunds to consumers when the defendant failed to perform its promised services, in contravention of the defendant's full refund guarantee;

(H) Purporting to act as consumers' agent in purportedly assisting consumers in preventing foreclosure, which deterred consumers from seeking other, more viable means of stopping foreclosure; and,

(I) Taking unfair economic advantage of a class of vulnerable, financially distressed consumers.

88. In connection with the advertising, marketing, promotion, solicitation,

offering for sale or sale of its loan modification/foreclosure consulting services, LHDR has engaged in violations of North Carolina's Debt Adjusting Act, N.C. Gen. Stat § 14-423, *et. seq.*, as alleged above, which pursuant to N.C. Gen. Stat. § 14-425, constitute violations of N.C. Gen. Stat. § 75-1.1.

REQUEST FOR A PRELIMINARY INJUNCTION
UNDER N.C. GEN. STAT. § 75-14

As shown by this Complaint and the accompanying affidavits, the defendants' deceptive and illegal practices are ongoing and continue to harm the citizens of this State. Plaintiff State of North Carolina therefore requests a Preliminary Injunction pursuant to N.C. Gen. Stat. § 75-14 so that further consumer harm and further violations of law might be prevented. In support of Plaintiff's motion for a preliminary injunction, the affidavits of Yvonne Brown, Joy Mickle, Michele Laney, Albert Cooper, Denise Bazic, and David Evers are attached hereto and incorporated herein by reference.

PRAYER FOR RELIEF

WHEREFORE, the State of North Carolina prays the Court for the following relief:

- (A) That the defendants, their members, officers, employees, and agents be preliminarily and permanently enjoined from:
- (1) Advertising, offering, soliciting, or entering into contracts with North Carolina consumers for debt adjusting services, including debt settlement or debt negotiation services and mortgage loan modification/foreclosure relief services, in violation of North Carolina's Debt Adjusting Law, N.C. Gen. Stat. § 14-423 *et seq.*;

- (2) Collecting any further fees directly or indirectly from any North Carolina consumers related to the performance of debt settlement, debt negotiation, mortgage loan modification/foreclosure relief services, in violation of N.C. Gen. Stat. § 14-423 *et seq.*;
- (3) Engaging in unfair or deceptive trade practices in the offering or conduct of their debt settlement/debt negotiation services and/or mortgage loan modification/foreclosure relief services, in violation of N.C. Gen. Stat. § 75-1.1.;
- (4) Transferring, concealing, spending, or disposing of any money or funds received, directly or indirectly, from any North Carolina consumers in connection with the defendants' debt settlement and/or mortgage loan modification services, except to pay money to consumers' creditors or to return funds to consumers;
- (5) Transferring, converting, encumbering, disbursing, signing, spending, withdrawing or otherwise disposing of any funds held in any bank accounts controlled by, or in the name of the defendants, including any account into which Global Client Solutions, LLC has deposited funds collected from North Carolina consumers, except to pay money to consumers' creditors or to return funds to consumers; and
- (6) Destroying, removing, transferring, erasing, or otherwise disposing of any business or financial records relating to the defendants' debt settlement services and/or mortgage loan modification services, including but not limited to any business or financial records relating to monies obtained from any

North Carolina consumers in connection with the defendants' debt settlement program and/or mortgage loan modification services.

(B) That a receiver be appointed pursuant to N.C. Gen. Stat. § 14-425 to gain control of assets received and retained by the defendants as a result of their unlawful debt adjusting activities in this State;

(C) That the defendants be ordered to refund all sums collected from North Carolina consumers resulting from the defendants' violations of the Debt Adjusting Law and N.C. Gen. Stat. § 75-1.1, pursuant to N.C. Gen. Stat. §§ 14-425 and 75-15.1;

(D) That the defendants' existing agreements or contracts with North Carolina consumers be cancelled, at the discretion of consumers, pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15.1;

(E) That the defendants be ordered to pay appropriate civil penalties pursuant to N.C. Gen. Stat. §§ 75-15.2;

(F) That the State be awarded costs of this action and reasonable attorneys fees;
and

(G) That the Court award such other and further relief as may be just and proper.

This the 14th day of May, 2014.



Stuart M. (Jeb) Saunders
Assistant Attorney General
North Carolina Department of Justice
P.O. Box 629
Raleigh, NC 27602-0629
Tel: 919-716-6000
N.C. Bar No. 19614

Attorney for STATE OF NORTH CAROLINA
ex rel. ROY COOPER, Attorney General

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

AFFIDAVIT OF YVONNE BROWN

I, Yvonne Brown, being first duly sworn, state as follows:

1. I am a resident of Waynesville, North Carolina.
2. I am 58 years old and married. My husband, Robert, is 64 years old and is now retired. I work part-time to help supplement my husband's retirement income.
3. My husband and I had always been able to keep up with our financial obligations, even on our limited income. However, when the economy fell into a recession and after several unexpected medical bills, we fell behind. As things got progressively worse, we began to consider bankruptcy due to the fact that our debt had now climbed to about \$103,000.00 with fifteen different creditors.
4. In August of 2010, my husband and I received a mailing -- resembling a postcard -- from Legal Helpers Debt Resolution, LLC ("LHDR"). The card provided a toll-free number to call for more information; I decided to call to find out more.
5. When I called the number for LHDR I believed I was speaking with an attorney's office, because the representative who answered the call said that LHDR was a law firm that helped people get out of debt. I explained the situation that my husband and I were in, that we had approximately \$103,000.00 in debt. The representative stated that all of my debt would be paid off within five years and that LHDR would take care of everything. This representative sounded very confident and convinced me that LHDR's debt resolution program was a better



option than bankruptcy. At one point the representative even gave me the telephone number of the Better Business Bureau (“BBB”) so I could check out LHDR’s rating with the BBB. I contacted the BBB at the telephone number I was provided and the gentleman with whom I spoke gave LHDR a very positive rating. After speaking with the BBB I felt that LHDR was the answer to my prayers. I am now suspicious that the telephone number was not actually the BBB, and that when I called the number I was actually speaking with someone connected with LHDR.

6. I gave the LHDR representative my contact information and all of the requested information regarding my debt. The representative informed me that, for LHDR to take care of that much debt, I would have to pay \$966.49 a month. The representative repeated that all of the debt would be paid off in five years. The representative also explained that once LHDR collected a \$500.00 retainer I would start saving money in a special account set up for me to pay my creditors.

7. The representative went on to explain that when any of my creditors contacted me I should not speak with them as that might hurt the negotiation process LHDR would be undertaking.

8. When I mentioned to the representative that I had been trying work out some sort of a settlement with one of my creditors and that the creditor had said it would not settle my debt, the representative told me not to worry, that they all settle in the end.

9. Shortly after speaking with the representative from LHDR, I received an email with an enrollment package attached. The package contained several documents that I needed to complete and sign electronically. Included in these documents was an Attorney Retainer Agreement. The Agreement seemed detailed and convincing. I was especially impressed by

paragraph XII of the Agreement, which states that "LHDR maintains a standard of representation for each individual account entered by Client into the LHDR debt resolution plan, of a minimum settlement debt reduction of thirty-five percent (35%) of the debt's current face value, including interest, penalties and late fees." After reading the contract I signed it electronically and returned all documents to LHDR. A copy of the retainer agreement is attached as Exhibit A.

10. After my enrollment was finalized I began making the monthly payments to LHDR. This happened via electronic debit. LHDR arranged for someone called Global Client Solutions ("GCS") to debit my account monthly. The \$500.00 retainer fee was spread out over the first three months (which came to \$166.67 per month). For the first three months I paid \$1,334.27 per month (the \$966.49 plus \$166.67 plus a \$50.00 service fee, plus another \$151.11 that, to this date, I still do not understand). Thereafter, for the time I remained in LHDR's program, I paid the \$966.49 per month.

11. In February of 2011, I received a summons and complaint from Citibank, one of my creditors. I immediately called LHDR to see if it would assist me with this suit and represent me in court. LHDR told me an attorney would be in contact with me within five to seven days (I had thirty days to respond to the summons and complaint). Over three weeks went by and I finally received a message from someone named "Larry." I immediately returned his call but never received a call back. The only help I received from LHDR during this time was in the form of a packet which was titled "Frequently Asked Questions in reference to civil lawsuits." The FAQs and answers were not helpful. A copy of the FAQ packet is attached as Exhibit B.

12. I became increasingly concerned as my court date approached and I had not spoken with an attorney. I tried repeatedly to contact LHDR. Each time I called I would either

end up talking to a representative who was unfamiliar with my case or I would leave a message in voicemail and no one would return the call.

13. I eventually realized I was on my own and would have to represent myself in court. I did so and lost. Citibank obtained a judgment against me for approximately \$13,000.

14. After appearing in court, I tried to contact LHDR to complain about not receiving the promised assistance from an attorney. Again I was unable to reach anyone who could assist me, and if I left a message it was not returned.

15. The only time that I received calls from LHDR was when a representative would leave a message on my voicemail (each month) making sure I had enough money in my bank account to cover the electronic withdrawal.

16. I persisted in calling LHDR and was finally able to speak with someone. By that time I had decided I no longer wanted to participate in LHDR's program. I was very upset that LHDR had not put me in contact with an attorney, as promised, and I inquired where all the money I had paid was going. I was told we would have to make payments for fifteen months before we would have enough money in our "settlement account" to allow negotiation with our creditors. I asked about the \$6,927.28 we had already paid, and was told that, of that amount, only \$234.87 had made it into our settlement account. By my calculation, that meant that after fifteen months we would have paid about \$15,000.00, and we would still have less than \$1,000.00 in the settlement account. A copy of the payment schedule is attached as Exhibit C.

17. I told LHDR that I wanted to cancel our participation in the program and that I wanted a refund. I was told my case would be reviewed and if a refund was warranted I would receive a check.

18. After some time I did receive a refund of \$5,000.00 from GCS. However, this is far from full restitution given that I paid LHDR \$6,927.28. I left two more messages with LHDR demanding a full refund but never received a response. Adding insult to injury, I did receive one more check from GCS for one cent.

19. LHDR has done absolutely nothing to assist me with my debt, even though I was enrolled in the program for ten months and paid \$6,927.28. I never spoke to or received any assistance from an attorney, even though I was led to believe on several occasions that I was dealing with a law firm and would have an attorney working on my case. To my knowledge LHDR never contacted any of my creditors or tried to negotiate any settlements.

20. I am now working to resolve my debt issue with Christian Credit Counselors. I like these people. They are working with my creditors to lower my interest rates and to set up payment plans. The Christian Credit Counselors' assistance is free.

Yvonne Brown 3-23-12
Yvonne Brown Date

Sworn to and subscribed before me

This the 23rd day of March, 2012

Amy G. Burke
(Notary Public)

AMY G. BURKE
NOTARY PUBLIC
HAYWOOD COUNTY, NC

My Commission Expires: Aug. 22, 2014



LEGALHELPERS DEBT RESOLUTION, LLC
The National Law Firm of Macey, Aleman, Hyslip & Searns

PARTNERS:

- Melinda Dione (AL)
- Eric Anton (AK)
- Carlene Simmons (AZ)
- Steve Waterfield (AR)
- Richard Chastafan (CA)
- Jason Searns (CO)
- Miss Rousseau (CT)
- Joe Vlachovich (DC)
- Matthew Caracci (DE)
- Eggen Gatto (FL)
- Mark Savis (GA)
- Greg Dunn (HI)
- William Ranhill (ID)
- Thomas Macey (IL)
- Jeffrey Aleman (IL)
- Shobhana Kachuri (IN)
- Sam Thoro (IA)
- Keith Wolman (KS)
- Dobbie Bowman (KY)
- Gary Brown (LA)
- Jeremy Miller (ME)
- Sonia Kochhar (MD)
- Trey Morrison (MA)
- Lori Leigh (MI)
- James Agosto (MN)
- John Windsor (MS)
- Keith Wolfman (MO)
- Sean Paul (MO)
- Ralph Wilkerson (ME)
- Sam Thoro (NE)
- Donald Harris (NY)
- Brian McCaffrey (NH)
- Thomas Nicely (NJ)
- Ronald Bonerji (NM)
- Maria Coan (NY)
- Grace Patten (NC)
- Keith Truder (ND)
- Jeffrey Hyslip (OH)
- Ron Brown (OK)
- Amber Wolf (OR)
- Thomas Nicely (PA)
- Robert Jacquard (RI)
- John Corstrell (SC)
- Tim Hogan (SD)
- Everett Meehan (TN)
- Martin Pock (TX)
- Olyver Njura (UT)
- Martin Conway (VA)
- Mona Lisa Gocyston (WA)
- William Murphy (WV)

MAIN OFFICE

Sears Tower
233 S Wacker Dr., Suite 5150
Chicago, IL 60606

ADMINISTRATIVE OFFICE

5010 W Carmen St Tampa, FL 33609
Phone: (813) 384-3933

CONFIDENTIAL

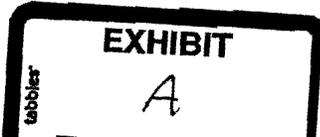
CLIENT RETAINER AGREEMENT

Please review and sign this agreement where indicated.

If you are signing this agreement via DocuSign, it will be returned to us once you have completed the procedure.

If you are signing this agreement with a handwritten signature, after reviewing it, please sign and date it on pages 5,6,7,8, and 11/12. Once you have completed signing it, please either return it to your representative per their the fax or mailing instructions.

Legal Helpers Debt Resolution
Law Firm of Macey, Aleman, Hyslip & Searns
Administrative Office
5010 W Carmen St
Tampa FL 33609



RETAINER AGREEMENT

I. Parties and Purposes: This agreement for legal services is entered into on the date shown below between Legal Helpers Debt Resolution, LLC, also known as the law firm of Macey, Aleman, Hyslip & Searns (hereinafter referred to as LHDR) and Robert Brown (hereinafter referred to as Client) relating to advice, counseling, analysis and negotiations services in regard to Client's unsecured debt and related financial circumstances regarding credit cards and lines of credit obligations (unsecured debt). This contract is solely between LHDR, any assigns, or related entities that may be formed in the future and not any individual, partner, member, or employee of LHDR. LHDR is a debt relief agency and law firm that provides debt resolution services to its clients.

II. Condition of Effectiveness: This Agreement does not take effect, and LHDR has no obligation to provide any services, until both the Client and LHDR have executed a copy of this Agreement, delivered such copy to the other party, and the Client makes an initial flat fee retainer payment as provided for in Paragraph VIII.

III. Limited Retention: LHDR will negotiate and attempt to enter into settlements with creditors of the Client in an effort to modify and/or restructure Client's current unsecured debt. LHDR and its staff will timely respond to all Client inquiries and keep the Client informed as to all offers of debt modification. LHDR's obligation to negotiate shall only apply to specific unsecured debt obligations as disclosed by the Client. The details of such obligation are included in Schedule A of this Agreement.

LHDR will not and does not provide the following services to Client:

- a. Tax, financial planning or accounting advice;
- b. Attempt to repair credit or correct entries on credit reports;
- c. Any bankruptcy advice, except as specifically provided for below;
- d. Represent Client in any matter before a court, including foreclosure proceedings or in any arbitration or hearing; or
- e. Eliminate harassment or collection calls from collectors.

In the event a creditor or collector sues Client, whether related to a debt obligation or any other claim, LHDR is under no obligation to provide representation. LHDR will discuss specific debt related issues with Client and, if appropriate, offer additional legal services in regard to bankruptcy or other debt resolution services for Client's consideration.

IV. Term: The term of this agreement shall commence on the effective date and continue until the negotiated resolution of unsecured debt disclosed by Client in Schedule A of this Agreement or until termination of this Agreement as provided in Paragraph XIV.

V. Subcontracting Specific Tasks: LHDR shall subcontract certain tasks including negotiations with creditors and collectors and certain customer support responsibilities to a third party. LHDR and other legally trained, licensed personnel will supervise all negotiations and customer support and ensure that these services comply with established procedures.

VI. Client Obligations: The Client will perform the following obligations:

- a. Provide LHDR with all information and documents in regard to the unsecured debt it seeks to modify. Such information provided must contain the current account balance and the name of the creditor and account number.
- b. As an ongoing obligation, Client will provide all information related to the unsecured debt as requested by LHDR. All information provided by Client must be truthful and accurate. LHDR is under no obligation to verify information supplied by Client. Client will forward all correspondence from creditors, including collection letters, demands and complaints. If a creditor telephones client, Client will not engage in debt resolution discussions. If a creditor engages in harassing or abusive conduct, the Client will promptly notify LHDR and provide complete and accurate information regarding such contacts.
- c. Client will timely respond to all requests, communications or documentation from LHDR or its representatives and will promptly provide LHDR with any change of address or other contact information.
- d. Subsequent to the execution of this Agreement, Client shall, based on the advice of LHDR, determine and agree to a schedule of monthly payments based on the total amount of debt to be modified, including payment of appropriate fees and costs to LHDR ("Payment Schedule"), a copy of said schedule is attached hereto as Schedule B, incorporated by this reference. Client agrees to make all the payments on the designated dates.
- e. Client agrees to timely and fully pay all debt modification negotiated by LHDR and approved by Client.

VII. Law Firm's Obligations: In consideration for Client's obligations as stated in Section VI, LHDR agrees to use its best efforts to obtain a satisfactory result for Client by providing basic legal services in connection with the debt modification for client on an efficient and cost-effective basis. Client expressly agrees that LHDR makes no specific guarantee regarding the outcome of the case, including but not limited to, successful modification or discharge of debt, and/or whether or not LHDR can successfully reduce the balance of all unsecured debts. LHDR offers its advice based on the information as disclosed by Client and Client agrees that LHDR is not responsible and assumes no liability for changes in the law, changes in Client's financial situation, and/or facts as revealed after review of documentation that could affect in any way any advice LHDR gives Client. LHDR will adhere to the specific disclosures regarding contingency fees and the minimum performance standards as outlined in the Payment Schedule.

VIII. Fees and Costs: In consideration for all services to be rendered, Client agrees to pay LHDR an initial flat fee retainer of five hundred dollars (\$500) for debt review, analysis and structuring of a debt resolution plan. The fee retainer may be paid over three months with the first payment of 166.67 due at the time of execution of the agreement with the second payment of \$166.67 due after 30 days of the execution date and the final payment of \$166.67 due at 60 days after execution of the agreement. In addition, Client shall pay the law firm a monthly maintenance fee/cost for their debt resolution plan in the amount of \$30.00 commencing in the 1st month of their debt resolution plan.

Client agrees to have their initial flat fee retainer of \$500 automatically drafted by LHDR (or its designees) based on a agreed payment schedule from an authorized Federal Deposit Insurance Corporation (referred to as "F.D.I.C.") insured bank account on 8/26/2010.

The implementation, management and maintenance of a debt resolution plan by LHDR shall be performed under the direct supervision of LHDR by Eclipse Financial (ECLIPSE) at a cost of 13% of the Client's total scheduled debt (Service Fee) LHDR has a non-exclusive reciprocal referral agreement with ECLIPSE to provide these services under LHDR's direct supervision. These are services required for the debt resolution plan, but are not legal services. There is no attorney-client relationship between Client and ECLIPSE in regard to these services and any specific communications between client and ECLIPSE are not protected by attorney-client privilege. ECLIPSE cannot and will not provide any legal advice to the Client other than as communicated through ECLIPSE by LHDR and under LHDR's supervision. The Service Fee shall be paid by Client in equal consecutive monthly payments commencing immediately following the preparation of the debt resolution plan. Client understands and agrees to set aside an amount as designated by LHDR in a Federal Deposit Insurance Corporation (referred to as "F.D.I.C.") insured bank account for LHDR to withdraw this Service

Fee for ECLIPSE's work in the management of the debt resolution plan and for Client to accumulate settlement funds to be used for settlement purposes. Client agrees to have their payments of Service Fees to be automatically drafted by LHDR from an authorized bank account with Client's first payment to start on 8/26/2010 and thereafter on each 26 day of the month.

IX. Electronic Payment Authorizations: By signing this agreement, Client authorizes LHDR to deduct all legal fees and service costs via electronic payment authorizations from an authorized checking, savings, or other account. LHDR requires a minimum of five (5) business days to change any scheduled Electronic Funds Transfer ("EFT") from an authorized bank account. It is also understood that Client shall not make or request changes of his or her payment schedule during the first ninety (90) days after contract execution. If any payment change occurs within the first ninety (90) days of contract execution, Client will be charged an additional service fee of twenty-five dollars (\$25). It is also understood that Client shall not make or request more than two (2) changes of his or her payment schedule within a twelve (12) month period after the first ninety (90) days of contract execution without termination from the program. Non-sufficient funds "NSF" in Client's authorized bank account, on Client's scheduled payment date, is considered a non-payment and there will be a twenty-five dollar (\$25) fee automatically charged to Client's account for any NSF transactions.

X. Client Acknowledgement: Client acknowledges and agrees that:

- a) The outcome of LHDR's negotiation of any specified account entered by Client into the debt negotiation program is uncertain and results may vary;
- b) The service provided by LHDR does not include the modification, collection or improvement of Client's credit reports;
- c) LHDR's debt negotiation may not prevent creditor or collection agency harassment, nor prevent phone calls on behalf of creditors or collection agencies to Client;
- d) Client may be sued by creditors or collection agencies and in that event LHDR's services pursuant to this agreement does not include legal representation on those matters;
- e) The discharge of indebtedness may be considered a taxable event and Client should consult a tax professional for any such service.

XI. Additional Debt: Client should not incur any new or additional debt and should refrain from using or obtaining credit during the LHDR debt resolution representation. Client understands all credit cards and/or lines of credit shall be closed and that no additional credit cards and/or lines of credit should be applied for during the LHDR debt resolution representation. Client understands that they may keep one credit card, not to be accepted in the program, open for emergency purposes only. This credit card should not be from the same issuing bank as any accounts entered by Client into the LHDR debt resolution representation.

XII. Debt Resolution Minimum Standards of Representation: LHDR maintains a standard of representation for each individual account entered by Client into the LHDR debt resolution plan, of a minimum of settlement debt reduction of thirty-five percent (35%) of the debt's current face value, including interest, penalties and late fees. In the event that LHDR does not meet this minimum standard, it shall refund all costs associated with the implementation, management and maintenance of a debt resolution plan, to wit, the 13% Service Fee paid to ECLIPSE for such work under the direct supervision of LHDR. This refund is subject to all of the following terms and conditions:

- a) Client must act in complete compliance with this agreement and shall cooperate with LHDR under this agreement;
- b) Client must not default on any payment obligations under an agreed-upon settlement for any accepted account.
- c) If for any reason, Client is unwilling or is unable to accept a proposed settlement on any contracted account with a settlement debt reduction of thirty-five percent (35%) of the debt's current face value minus fees and costs of this agreement, or Client otherwise fails or refuses to accept any such settlement on any contracted account with a settlement debt reduction of thirty-five percent (35%) of the debt's current face value, minus fees and costs of this agreement this Limited Guarantee shall be null and void, and have no force or effect;
- d) Should LHDR be unable to settle one or more of Client's individual accounts accepted pursuant to this agreement, any refund shall be calculated on a pro-rata basis as to the Service Fees paid to LHDR attributable to such individual unsettled account.
- e) This minimum standard provision does not apply to any Client's individual accounts accepted into the debt resolution plan which have had balance transfers, cash advances, accounts initially accepted with balances fewer than one thousand dollars (\$1,000) or where there has been a law suit already filed on such individual account. LHDR will discuss with the Client other legal remedies in the event of such circumstances including Chapter 7 or Chapter 13 bankruptcy.

XIII. Impact on Credit Rating: Client acknowledges that nonpayment, minimal payments, or settlement payments to creditors may result in derogatory credit information transmitted to the major credit reporting agencies, and in the event that any negative effect is caused to Client's credit profile, LHDR does not provide debt consolidation services and Client acknowledges herein that it received proper notice regarding possible consequences to the Client's credit rating.

XIV. Termination and Severability: Client agrees that both parties may sever the relationship at any time. The party choosing to terminate the agreement will document the decision by sending a 30-day written notice to the other party. The termination will occur upon receipt of such notice. If such termination occurs, the Client shall only be responsible for the fees incurred through the date of cancellation and the initial flat fee retainer. LHDR may cancel this agreement if the Client fails to make two (2) successive monthly payments. If any legal action is brought regarding this agreement, the prevailing party shall be entitled to legal fees and court costs. If LHDR achieves a more favorable settlement so that funds are left over, those funds will be returned to Client after satisfaction of the contingency fee as specified in this agreement.

XV. Authorizations: The Client authorizes LHDR as follows:

- a. The Client authorizes LHDR to disclose information regarding Client's financial condition or status to any creditor or collector in regard to the debt resolution plan. Further, LHDR may obtain information concerning Client from such creditors.
- b. Client authorizes LHDR to disclose to creditors and collectors that LHDR and its representatives, or subcontractors, are authorized to negotiate debt resolution terms on behalf of Client.
- c. Client authorizes LHDR to negotiate and modify the unsecured debt listed in Schedule A of this Agreement.

XVI. Confidentiality: LHDR agrees that any information provided by Client will be kept confidential and only be used in providing the negotiation and modification services described in this Agreement.

XVII. Disclosures and Disclaimers: Client acknowledges and understands that LHDR will not agree to provide the services under this Agreement absent Client's full understanding and acceptance of the basis for the work to be performed. LHDR and its agents and representatives provide services related to the modification and restructure of the Client's unsecured debt. LHDR cannot and does not make any guarantee of any kind regarding the success of any negotiation in regard to such modification. Client acknowledges that each case is unique and that results will vary.

Client understands that there are other remedies available in regard to their goal of debt resolution including consumer credit counseling and bankruptcy. (See Exhibit A of this Agreement for further information).

Consumer Credit Counseling may impact less on the Client's credit rating and reduce interest rates on current debt, but generally will require payment of the majority of the Client's existing debt. Bankruptcy may discharge the majority of the client's debts, however Client has requested LHDR to pursue other alternatives at this time to avoid bankruptcy. LHDR will discuss and advise Client as to the

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bankruptcy option, including fees and costs, and in the event that the Client elects to pursue a bankruptcy option in the future with LHDR, a full disclosure regarding fees shall be given including any credits or pro rata reduction in fees based on LHDR's representation of the Client pursuant to this agreement. circumstances change or Client request NO. 229h comp. 60n. there

XVIII. Arbitration:

In the event of any claim or dispute between Client and LHDR related to the Agreement or related to any performance of any services related to this Agreement, such claim or dispute shall be submitted to binding arbitration upon the request of either party upon the service of that request. The parties shall initially agree on a single arbitrator to resolve the dispute. The matter may be arbitrated either by the Judicial Arbitration Mediation Service or American Arbitration Association, as mutually agreed upon by the parties or selected by the party filing the claim. The arbitration shall be conducted in either the county in which Client resides, or the closest metropolitan county. Any decision of the arbitrator shall be final and may be entered into any judgment in any court of competence jurisdiction. The conduct of the arbitration shall be subject to the then current rules of the arbitration service. The costs of arbitration, excluding legal fees, will be split equally or be born by the losing party, as determined by the arbitrator. The parties shall bear their own legal fees.

XIX. Integration:

This Agreement and all schedules are the complete and exclusive statement of the Agreement of the parties and supersede any proposal, prior agreement, oral or written, and any other communication related to this matter.

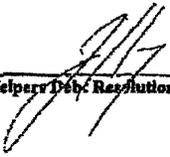
XX. Enforceability:

In the event that any portion of this Agreement is determined to be illegal or unenforceable, the determination will not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect. The parties agree to insert another provision that will be valid to come in closest to the original intent of the Agreement.

XXI. Amendment:

This Agreement may be modified by a subsequent agreement by the parties only by an instrument in writing, signed by both LHDR and Client and no waiver of any provision or condition of this Agreement shall be effective or binding unless such waiver be in writing and signed by the party claiming to have given such waiver.

Witness our hands and seals on


Legal Helpers Deb. Resolution, LLC
By:

Client
Full Name: Robert Brown

Co-Client
Full Name: Yvonne Brown



Dear valued client,

We have received the documents you sent in. We know that you are in a tough situation and we do not want you to panic. Our team is working diligently in order to put you in the most favorable position to have this matter resolved. In order to reduce some of the stress associated with matters such as these, we want to furnish you with some facts to clarify common misconceptions surrounding civil lawsuits.

Frequently Asked Questions in reference to civil law suits:

1. How can they sue me when I have a law firm representing me in resolving my debt?

The Creditor has the right to file a civil lawsuit regardless of your having representation. The Creditor is seeking a judgment to determine that you owe a certain amount in damages. This is the Creditor's best option to make sure it ultimately collects the amount it alleges you owe.

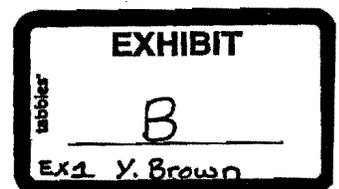
2. What is the Plaintiff Creditor trying to accomplish?

The Plaintiff Creditor would like to get a judgment in order to extend the amount of time it is able to collect on the debt. This is significant to a creditor because it adds value to the debt it is attempting to collect. Judgments are typically valid for three (3) to twenty (20) years and can be extended for an additional 3-20 years (depending on state statutory law).

3. Do I have to appear in court?

You should not take the lawsuit lightly. We want you to be involved in your case. Most people do not show up to court and the Plaintiff Creditor's claim goes unchallenged. As a result, the Plaintiff Creditor is able to obtain a default judgment for the full amount it is seeking, which is likely more than you owe and may include its attorney's fees.

4. What is a default judgment?



housing market most homes are worth less than the mortgage, leaving little to no money for the Plaintiff Creditors debt.

13. What if I cannot afford to settle at this time?

Your financial hardship will be taken into account during judicial process. Your debt settlement company will delay the collection efforts of the Plaintiff as long as possible. Your debt settlement company will attempt to get a settlement allowing you to make installments. You should attempt to contact your debt settlement company now and make arrangements with them to apply additional funds into your settlement account. Any money that you add to your regular installment will go directly into your settlement account. Every little bit helps to shorten your debt settlement program and put you into a settlement position as quickly as possible.

14. Can I go to jail?

This is a civil matter; not a criminal charge. It is not possible for the creditor to incarcerate you because you have defaulted on your payments. If any creditor tells you this please contact us immediately as it is a violation of your rights as a debtor.

15. Do I have to appear in court?

The lawsuit is not to be taken lightly. We want you to be involved in your case. Most people do not show up to court and the Plaintiff Creditor is not challenged. As a result, the Plaintiff Creditor is able to obtain a default judgment for the full amount it is seeking. Although, as discussed above, there are limited defenses for lawsuits on collection matters, the Plaintiff Creditor still has the burden of proof. That means its record must justify the award or debt it is attempting to collect. If its records are insufficient and it cannot prove some or all of the allegations that it makes, you may successfully defend against the lawsuit. Alternatively, if the Plaintiff Creditor is able to prove the full amount it is seeking, the court may take into consideration your financial hardship (later in the process) because you have actively been involved in your case. Furthermore, a majority of lawsuits are settled before trial through negotiated settlements. Regardless of the court outcome, if you get a Judgment against you we still have leverage to settle the debt during the time period of your enrolled program.

16. What is the debt settlement company going to do for me if I lose the case?

The fact that a lawsuit was filed does not change anything in regard to our contractual obligations to you. We will continue to work on this debt/judgment until the matter is resolved. We will guide you through the process and do everything that we are contractually obligated to do.

17. Do I need to be concerned?

We want to assure you that our company is here to support you, but we need you to be actively involved throughout this process. It is a normal tactic used by debt collectors to 1) try to get default judgments; 2) to secure an enforceable judgment; 3) and to try and intimidate debtors. Decisions made out of fear are typically poor ones. You hired us to manage your debts and we will continue to do so every step of the way. Keep in mind this is our profession and we are prepared to help you get this matter resolved.

Schedule B Payment Schedule & Fee Table

Payment Date	Total Monthly Payment	Service Cost	Maintenance Cost	Retainer Fee	Amount Towards Savings
8/26/2010	\$1,334.27	\$1,117.60	\$50.00	\$166.67	\$0.00
9/26/2010	\$1,334.27	\$1,117.60	\$50.00	\$166.67	\$0.00
10/26/2010	\$1,334.27	\$1,117.61	\$50.00	\$166.66	\$0.00
11/26/2010	\$966.49	\$838.20	\$50.00	\$0.00	\$78.29
12/26/2010	\$966.49	\$838.20	\$50.00	\$0.00	\$78.29
1/26/2011	\$966.49	\$838.20	\$50.00	\$0.00	\$78.29
2/26/2011	\$966.49	\$838.20	\$50.00	\$0.00	\$78.29
3/26/2011	\$966.49	\$838.20	\$50.00	\$0.00	\$78.29
4/26/2011	\$966.49	\$838.20	\$50.00	\$0.00	\$78.29
5/26/2011	\$966.49	\$838.20	\$50.00	\$0.00	\$78.29
6/26/2011	\$966.49	\$838.20	\$50.00	\$0.00	\$78.29
7/26/2011	\$966.49	\$838.20	\$50.00	\$0.00	\$78.29
8/26/2011	\$966.49	\$838.20	\$50.00	\$0.00	\$78.29
9/26/2011	\$966.49	\$838.20	\$50.00	\$0.00	\$78.29
10/26/2011	\$966.49	\$838.18	\$50.00	\$0.00	\$78.31
11/26/2011	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
12/26/2011	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
1/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
2/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
3/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
4/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
5/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
6/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
7/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
8/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
9/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
10/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
11/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
12/26/2012	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
1/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
2/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
3/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
4/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
5/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
6/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
7/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
8/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
9/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
10/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
11/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
12/26/2013	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
1/26/2014	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
2/26/2014	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
3/26/2014	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
4/26/2014	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
5/26/2014	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
6/26/2014	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
7/26/2014	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49

EXHIBIT
C
Ex 1 Y. Brown

MAR. 1. 2011 10:15AM SECU WAYNESVIL OUTPST \$50.00 \$0.00 NO. 229 \$1P. 11

9/26/2014	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
10/26/2014	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
11/26/2014	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
12/26/2014	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
1/26/2015	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
2/26/2015	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
3/26/2015	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
4/26/2015	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
5/26/2015	\$966.49	\$0.00	\$50.00	\$0.00	\$916.49
6/26/2015	\$966.63	\$0.00	\$50.00	\$0.00	\$916.63

In this document, the Provider has used its best estimate for your expected payment dates and service amounts based upon your Agreement. The exact amounts are up to the Client, but the Provider encourages you to stay on this Schedule and meet your obligations. Individual results may vary based on ability of Client to save funds, the willingness of creditors to settle (some will not or will demand more money), and the type of debt. Program does not provide legal or accounting advice, nor does it assume or pay any debt. Please read and understand your entire program Agreement and all supplemental documents.

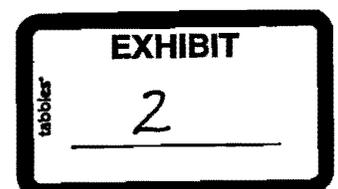
STATE OF NORTH CAROLINA

COUNTY OF DURHAM

AFFIDAVIT OF JOY MICKLE

I, Joy Mickle, being first duly sworn, state as follows:

1. I am a resident of Durham, North Carolina.
2. I am 37 years old and married.
3. During the summer of 2010, I began having financial difficulties due to a downturn in business at the company I work for. My wages were reduced and I could not pay off my credit balances on time.
4. On October 14, 2010, I was contacted on the phone by a representative of Legal Helpers Debt Resolution, LLC ("LHDR"). The representative told me her name was Lisa Tepen and that she was a financial analyst with Legal Helpers Enrollment Center. Ms. Tepen stated to me that LHDR was both a law firm that deals in debt settlement and that it was "directly affiliated with a national law firm." She also told me that a lawyer would represent me during the debt settlement process, though in my later communications with her she never provided any contact information for an attorney.
5. During the telephone call I gave Ms. Tepen some basic information about my approximate debt of \$22,000.00. This debt was from two credit card accounts. These were the debts I was hoping LHDR could assist me in resolving.
6. My phone conversation with Ms. Tepen lasted about fifteen minutes. While some of what she described about LHDR's program seemed unclear, one thing she made absolutely



clear was that I should not contact any of my creditors once I joined LHDR's program. She said contacting my creditors could affect the outcome of the negotiations. I decided to join the program based on Ms. Tepen's promise that the debt I owed would be paid off faster because LHDR would reduce my overall debt through negotiations with my creditors. At the end of the telephone call I gave Ms. Tepen my contact information, including my email address.

7. From this point forward, all communication with LHDR was through e-mail. This was by necessity, as any time I attempt to contact LHDR by phone I was either left on hold for long periods of time or the representative handling my case was not available and I would leave messages that went unreturned.

8. Within hours of my telephone conversation with Ms. Tepen I received an e-mail from her. The e-mail identified her as a "Financial Analyst" with LHDR. She stated she was sure LHDR had an option which would "substantially help" me by "getting the full \$22,000.00 of debt you have paid off with just \$14,200.00, which includes all fees and costs."

9. In this same e-mail, Ms. Tepen explained that when debt becomes an issue there may be "several options." She identified the options as follows: (1) remaining on the "Credit Treadmill," i.e., continuing to make minimum monthly payments on my debts; (2) undergoing credit counseling; (3) taking out a debt consolidation loan; (4) filing for bankruptcy; or (5) entering LHDR's "Debt Negotiation Program," described as having a "National Law Firm negotiate your debt and represent you throughout the program while paying back only a portion of the debt owed." Ms. Tepen promised that when she received my credit card statements she would review them to discuss which of these courses of action was best for me. She promised me a phone call back and invited a phone call from me, but we never spoke on the phone again.

In our later e-mail communications, described below, the only "option" presented was the so-called "Debt Negotiation Program." We never discussed bankruptcy or the other options.

10. Over the next week I had several e-mail exchanges with Ms. Tepen. During that time I was not given any enrollment or contract documents to review and we did not discuss what those documents would say. Instead, Ms. Tepen repeatedly wrote me about how to obtain and provide her a copy of one of my credit card accounts (with Bank of America). Then, on October 22, 2010, she mentioned another issue; she urged me to get my account information to her soon because LHDR was about to raise its retainer fee by \$400.00.

11. There was a flurry of e-mails between October 22, 2010 and October 27, 2010. Ms. Tepen urged me repeatedly to get my Bank of America statement to her (which I was having difficulty doing), and she emphasized, again, the increased retainer fee. She stated that I needed to sign and submit the documents which would enroll me in the debt resolution program before 3:00 PM on October 27, 2010, because otherwise I would be subjected to the \$400.00 increase.

12. It was not until the morning of October 27, 2010 that I was able to e-mail an electronic copy of my Bank of America statement and a copy of a voided check (which Ms. Tepen asked for) from my banking account. Later in the morning, Ms. Tepen finally e-mailed me the LHDR enrollment contract. This was the first time I had seen the contract and I had little time to review it (and no opportunity to discuss it) because of the impending 3:00 PM deadline. I signed the contract electronically and submitted it before the 3:00 PM deadline. Copies of the e-mails over this period of time are attached as Exhibit A.

13. Over the next three weeks there were repeated e-mail exchanges with Ms. Teppen. We discussed my decision to extend my monthly payments to LHDR over three years

instead of two – in order to lower my monthly payments – and to eliminate from the debt resolution plan my account with Wells Fargo (I decided to do this because the balance was only about \$3,500.00 and the interest rate was zero; thus, only my Bank of America account, which totaled about \$18,500.00, remained in the debt reduction program).

14. In addition, her e-mails confirmed the following: I would be hearing from a compliance representative from “the law firm” to schedule a time to talk on the phone, and it was important that I “respond to the law firm” to schedule the compliance call; I would be hearing from an entity called “Global Client Solutions” (“GCS”) about my savings account, which I would pay into and which would be used to negotiate down my debt; I would receive monthly calls and/or e-mail correspondence throughout the duration of the program from my client services representative; after LHDR received my first payment it would send letters of representation to my creditors. Copies of the e-mails over this period are attached as Exhibit B.

15. It took multiple email exchanges with Ms. Teppen, and considerable effort on my part, to make sure the payment plan was correct. The problem was that Ms. Teppen would explain the amount of the monthly payments, but, when I received her documentation, the plan would instead reflect higher amounts. Once this was corrected GCS began making monthly withdrawals from my checking account. On November 19, 2010, December 25, 2010, and January 25, 2011, GCS, on behalf of LHDR, electronically withdrew \$448.62 from my checking account. Starting in February of 2011 GCS began deducting \$338.18 per month. Copies of my retainer agreement with LHDR and the payment plan (before it was adjusted downward to the correct amounts) are attached as Exhibit C.

16. After being in the program for approximately six months, I continued to receive calls from the collection department of Bank of America. Finally, instead of referring Bank of America to LHDR – which LHDR had explicitly instructed me to do – I spoke directly with the collections' representative. The representative told me that Bank of America had not received any correspondence from LHDR and indeed had not been contacted by LHDR at all. The representative also stated that LHDR is well-known as a scam that takes people's money.

17. Based on the information provided by Bank of America and the fact that I had not received any contact from LHDR in several months (contrary to LHDR's promise of monthly communications), I decide to drop out of LHDR's debt negotiation program. It was clear to me that LHDR was not providing the services promised. What was most disturbing was that LHDR had not even contacted my creditors six months into the program, let alone discuss resolution of my debt. And, all the while, interest was continuing to mount on my debt.

18. On May 31, 2011, I received an email from Carol Heredia, identified as a Senior Debt Counselor at LHDR. The email stated that LHDR was unable to draft my May payment and that in order to avoid disruption or cancellation of my program it was important to reschedule the draft as soon as possible. Ms. Heredia further stated that since she had been unable to reach me by telephone or email to discuss the matter she was rescheduling the draft immediately.

19. On June 13, 2010, I emailed Ms. Heredia back, telling her I would not be continuing with LHDR any longer and that I had already contacted the North Carolina Attorney General's office to file a complaint. I requested a full refund from LHDR because it had not provided the services promised and was a fraudulent company.

20. On June 15, 2011, I received a final email from another Senior Debt Counselor at LHDR, Diana Ramos. The email contained an attachment which was a termination letter from LHDR. The letter stated that LHDR was no longer representing me, that the "lawyer/client relationship is hereby terminated," and that the retainer fee and costs I had paid to LHDR had been "earned." To my knowledge no attorney ever worked on my file. To my knowledge no creditor was ever contacted by LHDR. Indeed, to my knowledge no debt-settlement or debt-resolution work in any form was ever done on my file. (A copy of this Termination Letter is attached as Exhibit D).

21. I paid LHDR approximately \$2,500.00 for services that were never performed. I did receive a refund of \$90.00, which I believe was the remaining balance on my account with CGS. I would like to be refunded the remainder of what I paid to LHDR, and I would like this company to stop doing what it does.

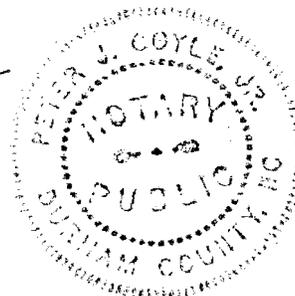
Joy Mickle 3-20-12
Joy Mickle Date

Sworn to and subscribed before me

This the 20th day of March, 2012

Peter J. Coyle
(Notary Public)

My Commission Expires: September 22, 2015





Joy Mickle-Walker <joymicklewalker@gmail.com>

Contact Information & Next Steps

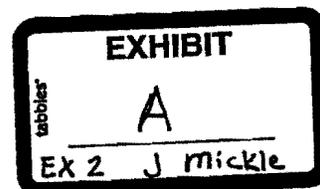
3 messages

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

To: joymicklewalker@gmail.com

Thu, Oct 14, 2010 at 12:13 PM

Hi Joy,



Good speaking with you earlier today – I'm sure we have some options to substantially help you out! This is getting the full \$22,000 of debt you have paid off with just \$14,200, which includes all fees and costs....vs. taking the next 20-30 years to get the compounding interest paid down.... We can go over your best payment option when I call you back

Thank you for your interest in debt resolution. I have been assigned to assist you. When debt becomes an issue in your life you may have several options, but depending upon your situation some options might not be feasible. Below is a list of the options that may be available to you:

- The Credit Treadmill – Making your monthly minimum payments until you resolve your debt. (Creditors typically charge 2.2% of your balance as a minimum monthly payment. With an annual interest rate slightly over 18%, we typically find it requires 1 year for every \$1,000 of total balance to pay off, i.e., \$40K of debt takes approximately 40 years to pay off if making minimum payments);
- Credit Counseling – Pay back the full amount owed, plus interest. Depending upon your payments this may take over 5 years to complete. (Be aware that Credit Counseling companies withdraw your entire payment and after taking their fees, they distribute the remainder of your payment to creditors. This may be reported on your credit report as being paid by a third party which is typically viewed by future lenders as a negative);
- Debt Consolidation Loan – A debt consolidation loan is where you take all of your current debt and "consolidate it" into a new loan. Depending upon your current credit situation, you may not qualify for an unsecured loan. Often, you will be required to "secure" the loan with collateral, such as equity from your home;
- Our Debt Negotiation Program – Have a National Law Firm negotiate your debt and represent you throughout the program while paying back only a portion of the debt owed;
- File Bankruptcy – Depending upon your assets and liabilities, this may be a feasible option.

The first step in our review process is to review your credit card statements over the phone, fax or email to see if debt negotiation is a viable option for you. This is the process we use to review your individual debts with each creditor and determine which course of action is best suited for you.

Many people can no longer afford to continue making minimum payments on their credit cards. Please take a moment to learn the details of our Debt Resolution Programs. I look forward to showing you a program, tentative upon review, could have you debt free within your budget in a relatively short period of time.

Please give me a call at your earliest convenience to discuss this program and your other viable options.

Sincerely,

Lisa Tepen

Financial Analyst



Toll-Free Phone: [877-730-2167](tel:877-730-2167)

Fax: [888-771-8808](tel:888-771-8808)

Email: Lisa.Tepen@LegalHelpersEnrollment.com

Web: www.legalhelpersenrollment.com

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No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.862 / Virus Database: 271.1.1/3183 - Release Date: 10/07/10 13:34:00

 **Debt Resolution Information.pdf**
85K

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Thu, Oct 14, 2010 at 2:06 PM

Hi Lisa,

A pleasure to speak to you too. I have a question. Can I send electronic statements to you from Bank of American and Wells Fargo or do they have to be hard copy. It would be easier for me to log on and send than to email paper.

Just let me know,

Thanks!

Joy Mickle-Walker

[Quoted text hidden]

> Legal Helpers Enrollment Center

>

> Toll-Free Phone: [877-730-2167](tel:877-730-2167)

>

> Fax: [888-771-8808](tel:888-771-8808)

>

> Email: <<mailto:lisa.tepen@LegalHelpersEnrollment.com>>

> Lisa.Tepen@LegalHelpersEnrollment.com

>

> Web: www.legalhelpersenrollment.com <<http://legalhelpersenrollment.com/>>

>

>

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> <<http://www.bbb.org/chicago/business-reviews/attorneys/legal-helpers-debt-re>

> [solution-in-chicago-il-88372018](http://www.bbb.org/chicago/business-reviews/attorneys/legal-helpers-debt-re)> click here to view our report

[Quoted text hidden]

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Thu, Oct 14, 2010 at 2:13 PM

Sure - that should be no problem.... as long as it has the current balance, full account # and creditor contact info...send it on over... :)

Lisa Tepen
Financial Analyst

Toll-Free Phone: [877-730-2167](tel:877-730-2167)

Fax: [888-771-8808](tel:888-771-8808)

Email: Lisa.Tepen@LegalHelpersEnrollment.com

Web: www.legalhelpersenrollment.com

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Joy Mickle-Walker <joymicklewalker@gmail.com>

RE:

1 message

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Fri, Oct 15, 2010 at 1:02 PM

To: Joy Mickle-Walker <joymicklewalker@gmail.com>

No problem -- actually - if you have the exact balance on that - I can go ahead and entire it since I know for sure BOA credit cards would qualify for the program.....so with the exact balance - I can get you an exact payment. You can email that over if you have a chance...

Thanks,
Lisa

Lisa Tepen
Financial Analyst

Toll-Free Phone: [877-730-2167](tel:877-730-2167)Fax: [888-771-8808](tel:888-771-8808)Email: Lisa.Tepen@LegalHelpersEnrollment.comWeb: www.legalhelpersenrollment.com

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-----Original Message-----

From: Joy Mickle-Walker [<mailto:joymicklewalker@gmail.com>]

Sent: Friday, October 15, 2010 11:56 AM

To: Lisa Tepen

Subject: mickle boa statement

Attached is my Wells Fargo. But I need to scan the Bank of America one. It is going to take me until at least Monday.

Thanks for the help,

Joy Mickle-Walker

On 10/15/10, Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com> wrote:

> Hi Joy,

>

>

>

> Just a quick check in to see if you were going to be sending (faxing

> or
> emailing) your statements today? I am getting ready to send some over
> to our underwriting dept for confirmation and wanted to include yours.
>
>
>
> Shoot them over when you can and I should be able to get back to you
> pretty quick with an exact payment.
>
>
> Thanks & Happy Friday, October 15, 2010
>
> Lisa
>
>
>
> Lisa Tepen
>
> Financial Analyst
>
> Legal Helpers Enrollment Center
>
> Toll-Free Phone: 877-730-2167
>
> Fax: 888-771-8808
>
> Email: <<mailto:lisa.tepen@LegalHelpersEnrollment.com>>
> Lisa.Tepen@LegalHelpersEnrollment.com
>
> Web: <<http://legalhelpersenrollment.com/>> www.legalhelpersenrollment.com
>
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> please contact the sender by reply e-mail and destroy all copies of
> the original message. Thank you.
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No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 9.0.862 / Virus Database: 271.1.1/3197 - Release Date: 10/15/10
01:34:00



Joy Mickle-Walker <joymicklewalker@gmail.com>

BOA acct statement

1 message

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Wed, Oct 20, 2010 at 6:47 PM

To: joymicklewalker@gmail.com

Hi Joy,

I will actually need some kind of statement showing the account number/balance on that BOA account to submit to the attorney's. If you can print something online – go ahead and fax or scan that to me – OR I can try again to access that listing of accounts while on the phone with you (to get the answers to the security questions from you) from www.annualcreditreport.com. It only takes a few minutes – but evidently you would need to be on the phone with me for the correct answers to the security questions....

If you want to go online and access that yourself and send me the report – you can go to that site and download your report – and choose 'trans union' as their reports have full account numbers listed....

They will just require something with the account number listed on it – even if it is a previous statement dated within 45 days.

Thank you,

Lisa

Lisa Tepen

Financial Analyst



Toll-Free Phone: [877-730-2167](tel:877-730-2167)

Fax: [888-771-8808](tel:888-771-8808)

Email: Lisa.Tepen@LegalHelpersEnrollment.com

Web: www.legalhelpersenrollment.com

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Joy Mickle-Walker <joymicklewalker@gmail.com>

Your debt negotiation submission

13 messages

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Fri, Oct 22, 2010 at 12:35 PM

To: joymicklewalker@gmail.com

Hi Joy,

I am out of the office this afternoon – but will be back Monday morning. If I get a fax or email of your BOA acct statement before I leave, I will be able to input that info and get your enrollment documents emailed to you.....or I will get that out 1st thing Monday morning.

The debt negotiation program is going to have a retainer fee increase for any enrollments submitted after Wednesday of next week – so I would need your signed documents back by then to submit or it will be the increased rate.... Plenty of time to get it in for you – just FYI.

BOA should be able to email or fax you a current statement – or allow you to access it online...the attorneys just require something with the account # on it – that or you can get that on annualcreditreport.com and trans union will give you a report with full account #'s listed (the only one that does).

I will keep an eye out for that and get it in on Monday....

Thank you,

Lisa

Lisa Tepen

Financial Analyst



Toll-Free Phone: [877-730-2167](tel:877-730-2167)

Fax: [888-771-8808](tel:888-771-8808)

Email: Lisa.Tepen@LegalHelpersEnrollment.com

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Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Mon, Oct 25, 2010 at 10:57 AM

Ok. I have to get to a computer before I can send you the information. I will be back at work on wednesday.
Will send as soon as I get in.

-----Original Message-----

From: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
Sent: Friday, October 22, 2010 12:35 PM
To: joymicklewalker@gmail.com
Subject: Your debt negotiation submission

Hi Joy,

I am out of the office this afternoon - but will be back Monday morning. If I get a fax or email of your BOA acct statement before I leave, I will be able to input that info and get your enrollment documents emailed to you...or I will get that out 1st thing Monday morning.

The debt negotiation program is going to have a retainer fee increase for any enrollments submitted after Wednesday of next week - so I would need your signed documents back by then to submit or it will be the increased

[The entire original message is not included]

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Mon, Oct 25, 2010 at 11:40 AM

No problem Joy - but on Wednesday - I have to get this submitted by 3pm, CST in order for your enrollment not to have the increased \$400 for the retainer fee. If you fax or email that statement that morning - and have your voided check copy ready to fax or scan to email over -- then once I send you the enrollment forms via an 'e-doc' -- you will be able to look them over and they are actually signed online and sent back to us automatically.... So I can get that in for you still - but just be aware we will need to get all that done early in the day to make sure everything gets in on this side by 3pm, CST.

Be sure to bring that statement with the balance/full account # listed and a copy of a voided check with you to work.....the rest is automatic with email/internet availability.

I will put a reminder in my system to watch for that Wednesday morning and get your documents over to you ASAP.

Thank you,

Lisa

Lisa Tepen
Financial Analyst

Toll-Free Phone: [877-730-2167](tel:877-730-2167)
Fax: [888-771-8808](tel:888-771-8808)
Email: Lisa.Tepen@LegalHelpersEnrollment.com
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[Quoted text hidden]

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 9.0.862 / Virus Database: 271.1.1/3218 - Release Date: 10/25/10
01:34:00

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Wed, Oct 27, 2010 at 10:15 AM

Lisa,

See my Bank of America statement attached.

As for the check, i will forward soon. is the \$400 increase spread out over 3 years of is it upfront? just wondering.

[Quoted text hidden]

 eStmt_2010-09-27.pdf
359K

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Wed, Oct 27, 2010 at 10:44 AM

To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Got it Joy -- the \$400 increase in retainer fee doesn't go into effect until tomorrow -- so I will be able to input your BOA full account # in the documents and get them emailed to you in a few minutes - as I have all the other info -- when you get the email -- you just need to open the link - click on the 'sign here' boxes and it goes automatically to each place you sign - it assigns you an online signature and once you click on the last one - it automatically sends that back to me - so you don't have to print out, fax or anything....

You will receive a 2nd email with a copy for you to keep (although when you open up the 1st one for the signatures - you can scroll up to view all the info before hitting the 'sign here' boxes....) Any questions when you are signing - just give me a call - I am at my desk and can for sure give you a call back quickly if you miss me 'live'.

After that comes back - all I need is a copy of the voided check and I can get that submitted for you ASAP. BEFORE that price increase....\$400 savings is \$400 extra dollars... :)

I will email that here in a few minutes..... and keep an eye out for those to automatically come back signed and a copy of the voided check!

You're all set! :)

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

Sent: Wednesday, October 27, 2010 9:16 AM

To: Lisa Tepen

[Quoted text hidden]

Version: 9.0.864 / Virus Database: 271.1.1/3221 - Release Date: 10/26/10 13:34:00

Joy Mickle-Walker <joymicklewalker@gmail.com>

Wed, Oct 27, 2010 at 11:26 AM

To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

I see the contract and looked through it.

Unfortunately, I closed the account that is listed due to some questionable automatic drafts on Friday 10/22. The new account number is

routing number with check numbers starting at #1450

I don't have the checks yet. I thought they were in a packet that I received from Wachovia yesterday but I just looked and no go. I can call them to get a temporary check if you need the actual. But this may have to wait until I get the new ones and just incur the \$400 if I have to.

[Quoted text hidden]

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Wed, Oct 27, 2010 at 11:34 AM

Hmm... well - your 1st payment isn't until 11-19 -- so basically you can change the account/draft info anytime - even before the 1st draft. If you still want to enroll before the price increase - I can leave your current account info - if you have a check from that account to fax over - and simply contact them or me to change/update that checking info - as there would be plenty of time before that 1st draft. We just have to have any enrollment documents submitted today to get the old price.... I would suggest this - as there is plenty of time before the 1st draft.....

I can check and see if I can get an exception of a submission of enrollment documents without a check copy if you don't have one with you to fax over - but if you do - I would suggest this to get you at least submitted....and change draft info anytime before the 11/19 1st payment date.....

Hopefully that makes sense..... It is a pretty good savings!

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

[Quoted text hidden]

Version: 9.0.864 / Virus Database: 271.1.1/3221 - Release Date: 10/27/10 01:34:00

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Wed, Oct 27, 2010 at 11:58 AM

Ok, makes sense. My voided check is attached. Will sign and send the contract pronto.

[Quoted text hidden]

 **Check 1448.pdf**
9K

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Wed, Oct 27, 2010 at 11:59 AM

Here is my contract.

[Quoted text hidden]

 **Contract_for_JOY_MICKLE.pdf**
212K

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Wed, Oct 27, 2010 at 12:06 PM

Hi Joy - hmm... there are a couple places it didn't track your signature or

initials.... pages 12-15 specifically. How strange - as it normally won't let you finish until all places are finalized.

Can you click on the link again and finish signing? I think this may have a technical error or something strange on it.... If you can't click on the link again - I can re-send it to you....

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

[Quoted text hidden]

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Wed, Oct 27, 2010 at 12:10 PM

ok I went back through I think it worked this time.

[Quoted text hidden]

 **Joy M.pdf**
229K

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Wed, Oct 27, 2010 at 12:13 PM

That's perfect - ahhh technology!! I have all your info now and will get that submitted! :)

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

[Quoted text hidden]

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Mon, Nov 1, 2010 at 11:06 AM

see attached for re-signed contract

[Quoted text hidden]

 **JM Contract.pdf**
229K



Joy Mickle-Walker <joymicklewalker@gmail.com>

Document Signature Request for Joy Mickle - 2nd Notice (Contract for JOY MICKLE)

1 message

LEGAL HELPERS PLAN <ls-noreply@alphatrust.com>
Reply-To: LEGAL HELPERS PLAN <ls-noreply@alphatrust.com>
To: Joy Mickle <joymicklewalker@gmail.com>

Fri, Oct 29, 2010 at 12:12 PM

As requested, please find the instructions to complete the electronic signature of our Legal Helpers Debt Resolution Contract to Employ. It is imperative you (and co-applicant if applicable) sign in all applicable places and complete the e-signature form as soon as you have the time.

There are 2 simple steps to complete the process.

1. Review and sign your documents
2. Print and/or Save a copy for your records

Upon receipt of your paperwork, a representative will contact you to review the documents. Please do not hesitate to call if you should require any assistance filling out the forms or if you should have any questions.

We look forward to helping you!

[Click Here to start signing your documents](#)

<https://pronto1.alphatrust.com/prontosvr2/docsign.asp?SigID=1006025216&at=D7D6C621B069ED5539DBC2072C79B9AC6B17574>

Sincerely,

Lisa Tepen
Financial Analyst
Legal Helpers Enrollment Center
877-777-0977 Ext.
888-524-6789 Fax
lisa.tepen@legalhelpersenrollment.com



Joy Mickle-Walker <joymicklewalker@gmail.com>

Document Signature Request for Joy Mickle - Final Notice (Contract for JOY MICKLE)

2 messages

LEGAL HELPERS PLAN <ls-noreply@alphatrust.com>

Sun, Oct 31, 2010 at 12:17 PM

Reply-To: LEGAL HELPERS PLAN <ls-noreply@alphatrust.com>

To: Joy Mickle <joymicklewalker@gmail.com>

As requested, please find the instructions to complete the electronic signature of our Legal Helpers Debt Resolution Contract to Employ. It is imperative you (and co-applicant if applicable) sign in all applicable places and complete the e-signature form as soon as you have the time.

There are 2 simple steps to complete the process.

1. Review and sign your documents
2. Print and/or Save a copy for your records

Upon receipt of your paperwork, a representative will contact you to review the documents. Please do not hesitate to call if you should require any assistance filling out the forms or if you should have any questions.

We look forward to helping you!

[Click Here to start signing your documents](#)

<https://pronto1.alphatrust.com/prontosvr2/docsign.asp?SigID=1006025216&at=D7D6C621B069ED5539DBC2072C79B9AC6B17574>

Sincerely,

Lisa Tepen
Financial Analyst
Legal Helpers Enrollment Center
877-777-0977 Ext.
888-524-6789 Fax
lisa.tepen@legalhelpersenrollment.com

Joy Mickle-Walker <joymicklewalker@gmail.com>

Sun, Oct 31, 2010 at 2:32 PM

To: LEGAL HELPERS PLAN <ls-noreply@alphatrust.com>

I can do this tomorrow. Again I have no working computer at home.

From: LEGAL HELPERS PLAN <ls-noreply@alphatrust.com>

Sent: Sunday, October 31, 2010 12:17 PM

To: Joy Mickle <joymicklewalker@gmail.com>

Subject: Document Signature Request for Joy Mickle - Final Notice (Contract for JOY MICKLE)

[Quoted text hidden]



Joy Mickle-Walker <joymicklewalker@gmail.com>

Timeline for your Legal Helpers Enrollment

1 message

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Tue, Nov 2, 2010 at 11:55 AM

To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Hi Joy,

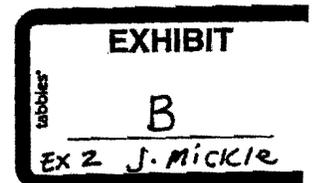
Your file has been submitted and our commitment is to make this program as successful and stress-free as possible. One of the main keys to this will be to develop and maintain clear, open communication between you and our company.

Below is an outline of the "what is next?" timeline. Please give me a call when you have a chance to discuss a few final items.

- File is submitted to Legal Helpers Debt Resolution for final processing. If you do not hear from me in the next few days – your enrollment has been approved!
- Within approximately 14 business days, a Compliance Representative from the law firm will attempt to contact you **via email or telephone** to schedule a time to complete the required compliance call. Keep an eye on your email and voicemail over the next couple of weeks and **respond to the law firm asap so you may get the call scheduled**. In this call they will cover a number of items to ensure that I've explained the program to your satisfaction as well as give you the name and number of your assigned Client Services Representative to contact should you have any questions down the line. Please note, this call is a requirement for compliance purposes, however your first draft may happen prior to the call being completed, which is not an issue.
- Once retained (after cleared payment of initial draft), letters of representation are sent to the creditors and your Welcome Package will be sent out within 14 business days. You will also receive a welcome package from Global Client Solutions covering your new savings account information.
- You will receive a welcome call from your CS Representative to review the contents of your Welcome Package and answer any questions you may have.
- You will receive monthly calls and/or email correspondence throughout the duration of the program from your CS Representative. The correspondence has been designed to ensure you have thorough and up-to-date information about your program. Your participation in this process will teach you the valuable skills necessary to become debt-free!

Have a great day!

Lisa Tepen



Financial Analyst



Toll-Free Phone: [877-730-2167](tel:877-730-2167)

Fax: [888-771-8808](tel:888-771-8808)

Email: Lisa.Tepen@LegalHelpersEnrollment.com

Web: www.legalhelpersenrollment.com

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Joy Mickle-Walker <joymicklewalker@gmail.com>

changing your term on your debt resolution program

20 messages

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Fri, Nov 5, 2010 at 6:52 PM

To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Hi Joy,

I just received an email that you would like to change the term on your debt relief program from 24 months to 36 months. Not a problem at all. All I would need to do is change that on the forms and re-send those documents to you just like before – for an online signature listing the change.

Is that correct – you would like the 36 month program?

The payment structure on the 36 month plan is a bit different – in the fact that the 1st three payments/months are a higher payment as the \$500 attorney retainer fee is spread out across the 1st three payments on the plans over 24 months.....then a regular payment.

So the 36 month plan has a payment of \$510.06 for the 1st three months (due to the attorney retainer spread over this time period) and then with payment 4 / month 4 on – the payment is \$414.51.

I will get confirmation that all I need to do is change the online forms and re-send – and I may be in the office for a bit tomorrow on Saturday – otherwise I will call you on Monday to confirm all details!

Thanks Joy – and have a great weekend!

Lisa ☺

Lisa Tepen

Financial Analyst

Thank you!

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]
Sent: Friday, November 05, 2010 6:05 PM
To: Lisa Tepen
Subject: RE: changing your term on your debt resolution program

[Quoted text hidden]

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 9.0.864 / Virus Database: 271.1.1/3239 - Release Date: 11/05/10 01:34:00

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Mon, Nov 8, 2010 at 9:42 AM

Before you do that! I think I've changed my mind on the Wells Fargo account. It's has a low limit and is 0% interest right now. It is also tied to my account and if it goes unpaid I'm worried that they will take the money from my checking. Can we just do the Bank of America? Please let me know ASAP.

[Quoted text hidden]

- > Legal Helpers Enrollment Center
- >
- > Toll-Free Phone: [877-730-2167](tel:877-730-2167)
- >
- > Fax: [888-771-8808](tel:888-771-8808)
- >
- > Email: <<mailto:lisa.tepen@LegalHelpersEnrollment.com>>
- > Lisa.Tepen@LegalHelpersEnrollment.com
- >
- > Web: www.legalhelpersenrollment.com <<http://legalhelpersenrollment.com/>>

[Quoted text hidden]

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Mon, Nov 8, 2010 at 10:07 AM

You can only do the one card if you want..... that would be a total of \$18,556.21 - the 24 mo payment would be \$496.08/mo and the 36 month payment plan would be 1st three months @ \$ 448.62 and then \$338.18/mo after that (still the same with the retainer being divided over the 1st three payments).

Just let me know if you would like to delete the wells fargo and if you do - what payment plan you would like and I will shoot those over to re-sign...

Thanks Joy,

Lisa

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

[Quoted text hidden]

Version: 9.0.864 / Virus Database: 271.1.1/3244 - Release Date: 11/08/10
01:34:00

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Mon, Nov 8, 2010 at 10:09 AM

Great,

I'd like to do the Bank of America card only for 36 months. Thanks!

Joy Mickle-Walker

[Quoted text hidden]

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Mon, Nov 8, 2010 at 10:17 AM

Just made that change - it should arrive in just a bit.... please send back as soon as you can so they can make those changes...

Thanks!

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

[Quoted text hidden]

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Mon, Nov 8, 2010 at 10:56 AM

Lisa,

I think the payment amounts are off, the first payment still says \$ 608 with regular monthly payments of \$448. But the term says 36 months, can you take a look?

[Quoted text hidden]

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Mon, Nov 8, 2010 at 10:58 AM

Yes - I will take a look....

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

[Quoted text hidden]

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Mon, Nov 8, 2010 at 11:09 AM

I got that fixed - my fault - I didn't realize I had to change more than one page for the update to transfer across all pages...oops... sorry about that - I will resend right now!

Thank you for your patience,

Lisa :)

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

[Quoted text hidden]

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Mon, Nov 8, 2010 at 11:25 AM

I think it may still have an error. It says \$448 for initial payment and should say \$338 for monthly payments right?

[Quoted text hidden]

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Mon, Nov 8, 2010 at 11:28 AM

That is correct - the 36 month payment plan has the higher 1st 3 month payment...then payment 4 continues at the lower amount each month... so that would be the 1st three months @ \$ 448.62 and then \$338.18/mo after that (the \$500 retainer is divided over the 1st three payments).

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

[Quoted text hidden]

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Mon, Nov 8, 2010 at 11:29 AM

but the contract doesn't appear to read that way or did I read it incorrectly?

[Quoted text hidden]

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Mon, Nov 8, 2010 at 11:34 AM

oh and can we go ahead and change the bank info? I have new checks that I can send... the routing number is _____ and acct is _____
check # 1454

I'll forward a copy of the voided check.

[Quoted text hidden]

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Mon, Nov 8, 2010 at 11:37 AM

see voided check attached

[Quoted text hidden]

 **check.pdf**
10K

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Mon, Nov 8, 2010 at 11:39 AM

I will update the account info - perfect timing for that actually...and re-send in a few minutes. ** I do show the correct payment of \$448 for 1st 3 then \$338 starting on month four on my copy... You should see the entire schedule of each payment on pg 15 on the retainer doc. I can't imagine that your copy is different - but once I get it back, signed - I will for sure double check it and make sure.....

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

[Quoted text hidden]

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Mon, Nov 8, 2010 at 1:35 PM

ok done!

[Quoted text hidden]

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Mon, Nov 8, 2010 at 3:48 PM

I got all that sent off for you - you should be all taken care of! If you have not completed the compliance call - or were in mid stream when you wanted to change program lengths - please give them a call to finish your call -- as they will require this. You can simply call: [866-528-9169](tel:866-528-9169) and just tell them you need to finish your compliance call and they can finish that up for you quickly.

Thanks Joy -have a great week!

Lisa

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

Sent: Monday, November 08, 2010 12:36 PM

To: Lisa Tepen

[Quoted text hidden]

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>

Wed, Nov 10, 2010 at 11:08 AM

Lisa,

I just got another email to sign my contract... I thought it was all done, do you want me to do it again? Joy MW

[Quoted text hidden]

Lisa Tepen <Lisa.Tepen@legalhelpersenrollment.com>
To: Joy Mickle-Walker <joymicklewalker@gmail.com>

Wed, Nov 10, 2010 at 11:20 AM

No - not sure why that sent out. They are changing that system right now - so I think that may be a weird kink in it. It is a fairly intense system, technology wise, and unfortunately your enrollment happened right in the

middle of it... :)

You are good..... I will contact you if our home office needs any additional info from you...so no worries! :)

-----Original Message-----

From: Joy Mickle-Walker [mailto:joymicklewalker@gmail.com]

[Quoted text hidden]

Version: 9.0.869 / Virus Database: 271.1.1/3246 - Release Date: 11/10/10
01:34:00



LEGALHELPERS

DEBT RESOLUTION, LLC

MAIN OFFICE
Sears Tower
233 S Wacker Dr., Suite 5150
Chicago, IL 60606

ADMINISTRATIVE OFFICE
2152 DuPont, Suite #101
Irvine, CA 92612
cs@legalhelpersdrccs.com

The National Law Firm of Macey, Aleman, Hyslip & Searns
P: (866) 528-9169 | F: (866) 945-9166 | www.legalhelpersdrccs.com

EXHIBIT

tabbies

C

EX 2 J. Mickl

PARTNERS

Melinda Dionne (AL)
Eric Auten (AK)
Carlene Sintonis (AZ)
Steve Westfield (AR)
Richard Gustafson (CA)
Jason Seams (CO)
Matt Rousseau (CT)
Carucci Matthew (DE)
Karen Gatto (FL)
Berk Seals (GA)

Greg Dunn (HI)
William Ranji (IL)
Thomas Macey (IL)
Jeffrey Aleman (IL)
Shobhanga Koshni (IN)
Sam Turco (IA)
Keith Welman (KS)
Debbie Bowman (KY)
Gary Brown (LA)
Jeremey Miller (MD)

Sonia Kachhar (MD)
Troy Morrison (MA)
Lori Leigh (MI)
James Agosto (MN)
John Windsor (MS)
Keith Welman (MO)
Sean Paul (MD)
Ralph Wilkinson (MT)
Sam Turco (NE)
Donald Naim (NV)

Brian McCaffrey (NH)
Thomas Nicely (NI)
Ronald Bannett (NH)
Marta Coen (NY)
Grant Patten (NC)
Keith Truder (ND)
Jeffrey Hyslip (OH)
Ron Brown (OK)
Amber Wolf (OR)
Thomas Nicely (PA)

Robert Jacquard (RI)
John Canvill (SC)
Tim Hogan (SD)
Everett Mechem (TN)
Martin Pack (TX)
Oliver Myers (UT)
Martin Conway (VA)
Timothy King (VT)
Mona Lisa Gucutan (WA)
William Murphy (WI)

CLIENT INFORMATION

Date 10/27/2010

CLIENT

Full Name: JOY MICKLE SSN: _____ DOB: /1974
Address: 3111 Ivey Wood Ln Apt # _____
City: Durham State: NC Zip Code: 27703
Home Phone: (919) 598-1027 Work Phone: _____ Cell: _____
Occupation: economic development coordinator Employer Name: city of durham Length of Employment: 6yrs
Email Address: joymicklewalker@gmail.com Mother's Maiden Name: _____

CO-CLIENT

Full Name: _____ SSN: _____ DOB: _____
Address: _____ Apt # _____
City: _____ State: _____ Zip Code: _____
Home Phone: _____ Work Phone: _____ Cell: _____
Occupation: _____ Employer Name: _____ Length of Employment: _____
Email Address: _____ Mother's Maiden Name: _____

DEBT INFORMATION

Homeowner? Renting? Estimated Home Value \$ \$ 115,000.00 Mortgage Balance \$ \$ 95,000.00
Filed Bankruptcy? Yes No If Yes: Chapter 7 13 Year Filed? _____ Year Discharged? _____
Total Debt: \$ 23,471.10 Monthly Payment: \$ 608.71 Are you behind on payments? Yes No
Number of months behind: 0 Number of Dependants 0

Office use only

Total Unsecured Debt: \$ 23,471.10 Program Length (months): 24
Program's First Payment: \$ 608.71 Date of First Payment: 11/19/2010
Counselor's Name: Lisa Tepen Affiliate: Legal Helpers Enrollment Center

HARDSHIP LETTER

Cause of Hardship:

- Company Slowdown
- Laid Off
- Medical Problems
- Personal Injury
- Divorce

- Temporary Loss of Work
- Disability
- Pay Cut
- Loss of Financial Provider
- Other _____

Please Briefly Explain Hardship:

no raises for 2+ years with economic slowdown at work contributing to not being able to get balances down.

BUDGET ANALYSIS

(All information should be on a monthly basis)

Client Net Monthly Income	\$2,600.00
Co-Client Net Monthly Income	\$0.00
Total Income	\$2,600.00

Funds Available \$822.00

Mortgage/Rent	\$650.00	Household Items	\$35.00
Home Owners Insurance	\$30.00	Clothing	\$80.00
Life Insurance	\$0.00	Laundry/Dry Cleaning	\$40.00
Medical Care	\$15.00	Utilities	\$120.00
Child Care / Support / Alimony	\$0.00	Telephone	\$70.00
Cable TV / Satellite	\$60.00	Auto Loans	\$0.00
Charity / Donations	\$50.00	Auto Other	\$25.00
Entertainment	\$100.00	Auto Insurance	\$68.00
Gym / Health	\$0.00	Education	\$0.00
Personal Care	\$35.00	Student Loans	\$200.00
Back Taxes	\$0.00	Misc/other	\$0.00
Food	\$200.00	Total Expenses	\$1,778.00

ATTORNEY RETAINER AGREEMENT

I. Parties and Purposes: This Agreement for legal services is entered into on the date shown below between Legal Helpers Debt Resolution, LLC, also known as the law firm of Macey, Aleman, Hyslip & Searns (hereinafter referred to as LHDR) and JOY MICKLE (hereinafter referred to as Client) relating to advice, counseling, analysis and negotiation services in regard to Client's unsecured debt and related financial circumstances regarding credit cards and line of credit obligations (unsecured debt). This contract is solely between LHDR, any assigns, or related entities that may be formed in the future and not any individual, partner, member, or employee of LHDR. LHDR is a debt relief agency and law firm that provides debt resolution services to its clients.

II. Condition of Effectiveness: This Agreement does not take effect, and LHDR has no obligation to provide any services, until both the Client and LHDR have executed a copy of this Agreement, delivered such copy to the other party, and the Client makes an initial flat fee retainer payment as provided for in Paragraph VIII.

III. Limited Retention: LHDR will review Client's current unsecured debt burden and thereafter negotiate and attempt to enter into settlements with creditors of the Client in an effort to modify and/or restructure Client's current unsecured debt. LHDR and its staff will timely respond to all Client inquiries and keep the Client informed as to all offers of debt modification. LHDR's obligation to negotiate shall only apply to specific unsecured debt obligations as disclosed by the Client. The details of such obligation are included in the Creditor Listing Form of this Agreement.

LHDR will not and does not provide the following services to Client:

- Tax, financial planning or accounting advice;
- Attempt to repair credit or correct entries on credit reports;
- Bankruptcy services, except as specifically provided for below;
- Represent Client in any matter before a court, including foreclosure proceedings or in any arbitration or hearing; or
- Eliminate harassment or collection calls from creditors or collectors.

In the event a creditor or collector sues Client, whether related to a debt obligation or any other claim, LHDR is under no obligation to provide representation. LHDR will discuss specific debt related issues with Client and, if appropriate, offer additional legal services in regard to bankruptcy or other debt resolution services for Client's consideration.

IV. Term: The term of this Agreement shall commence on the effective date and continue until the negotiated resolution of unsecured debt disclosed by Client in the Creditor Listing Form of this Agreement or until termination of this Agreement as provided in Paragraph XIV.

V. Subcontracting Specific Tasks: LHDR shall subcontract certain tasks including negotiations with creditors and collectors and certain customer support responsibilities to a third party. LHDR and other legally trained, licensed personnel will supervise all negotiations and customer support and ensure that these services comply with established procedures.

VI. Client Obligations:

The Client will perform the following obligations:

- Provide LHDR with all information and documents in regard to the unsecured debt it seeks to modify. Such information provided must contain the current account balance and the name of the creditor and account number;
- As an ongoing obligation, Client will provide all information related to the unsecured debt as requested by LHDR. All information provided by Client must be truthful and accurate. LHDR is under no obligation to verify information supplied by Client. Client will forward all correspondence from creditors and collection agencies, including collection letters, demands and complaints within five (5) days to LHDR. If a creditor or collection agency telephones client, Client will not engage in debt resolution discussions. If a creditor or collection agency engages in harassing or abusive conduct, the Client will promptly notify LHDR and provide complete and accurate information regarding such contacts;
- Client will timely respond to all requests, communications or documentation from LHDR or its representatives and will promptly provide LHDR with any change of address or other contact information;
- Subsequent to the execution of this Agreement, Client shall, based on the advice of LHDR, determine and agree to a schedule of monthly payments based on the total amount of debt to be modified, including payment of appropriate fees and costs to LHDR (hereinafter referred to as Payment Confirmation Schedule), a copy of said schedule is attached hereto, incorporated by this reference. Client agrees to make all the payments on the designated dates; and
- Client agrees to timely and fully pay all debt modification negotiated by LHDR and approved by Client.

VII. Law Firm's Obligations: In consideration for Client's obligations as stated in Section VI, LHDR agrees to use its best efforts to obtain a satisfactory result for Client by providing basic legal services in connection with the debt review and modification for Client on an efficient and cost-effective basis. Client expressly agrees that LHDR makes no specific guarantee regarding the outcome of the case, including but not limited to, successful modification or discharge of debt, and/or whether or not LHDR can successfully reduce the balance of all unsecured debts. LHDR offers its advice based on the information as disclosed by Client and Client agrees that LHDR is not responsible and assumes no liability for changes in the law, changes in Client's financial situation, and/or facts as revealed after review of documentation that could affect in any way any advice LHDR gives Client. LHDR will adhere to the specific disclosures regarding contingency fees and the minimum performance standards as outlined in the Payment Confirmation Schedule.

VIII. Fees and Costs: In consideration for all services to be rendered, Client agrees to pay LHDR an initial flat fee retainer of five hundred dollars (\$500) for debt review, analysis and structuring of a debt resolution plan. The fee retainer may be paid over three months with the first payment of 166.67 due at the time of execution of the agreement with the second payment of \$166.67 due after 30 days of the execution date and the final payment of \$166.67 due at 60 days after execution of the agreement. In addition, Client shall pay the law firm a monthly maintenance fee/cost for their debt resolution plan in the amount of \$50 commencing in the first month of their debt resolution plan.

If LHDR is able to obtain a sixty-five percent (65%) or greater reduction of Client's total scheduled debt of the original balance on the accounts listed in the Creditor Listing Form, Client agrees to pay LHDR on a contingency fee basis five percent (5%) of the amount of debt reduction (total amount enrolled in the program less amount of settlement) accomplished by the work of LHDR and its staff, which will be reconciled at the end of the program. The initial \$500 flat fee retainer and other administrative legal fees paid by Client shall be fully credited as a partial payment towards the client's obligation for the 5% contingency fee. Client agrees to have their initial flat fee retainer of \$500 automatically drafted by LHDR (or its designees) based on a agreed payment schedule from an authorized Federal Deposit Insurance Corporation (referred to as "F.D.I.C.") insured bank account on 11/19/2010 (Month/Day/Year).

The implementation, management and maintenance of a debt resolution plan by LHDR shall be performed under the direct supervision of LHDR by CDS Client Services (CDSCS) at a cost of fifteen percent (15%) of the Client's total scheduled debt (hereinafter referred to as Service Cost). LHDR has a non-exclusive reciprocal referral Agreement with CDSCS to provide these services under LHDR's direct supervision. These are services required for the debt resolution plan, but are not legal services. There is no attorney-client relationship between Client and CDSCS in regard to these services and any specific communications between client and CDSCS are not protected by attorney-client privilege. CDSCS cannot and will not provide any legal advice to the Client other than as communicated through CDSCS by LHDR and under LHDR's supervision. The 15% Service Cost shall be paid by Client. The first three (3) program payments are applied to both service and attorney service costs. Within these first three months, depending on program term and estimated savings percentage, any payment overage would be applied to the Client's settlement savings. The initial payment is equal to three and three quarter percent (3.75%) of the Client's total debt accepted into the program. The remaining balance of the service cost is equivalent to eleven and one quarter percent (11.25%) of the Client's total debt accepted into the program. The balance of costs shall be paid by Client in equal consecutive monthly payments beginning on month four (4) and continuing through to completion of Client's fee schedule. Monthly payments in excess of costs will have the overage directly allocated towards Client's settlement saving fund (see payment schedule for specific plan details).

Client agrees to have their payments of Service Cost and Savings to be automatically drafted by LHDR (or its designees) from an authorized F.D.I.C. bank account with Client's first payment to start on 11/19/2010 (Month/Day/Year) and thereafter each month on the: 1st 5th 10th 15th 20th 25th .

IX. Electronic Payment Authorizations: By signing this Agreement, Client authorizes LHDR (or its designees) to deduct all legal fees and Service Cost via electronic payment authorizations from an authorized checking, savings, or other F.D.I.C. insured bank account. LHDR requires a minimum of five (5) business days to change any scheduled Electronic Funds Transfer ("EFT") from an authorized bank account. It is also understood that Client shall not make or request changes of his or her payment schedule during the first ninety (90) days after execution of this Agreement. If any payment change occurs within the first ninety (90) days of execution of this Agreement, Client will be charged an additional cost of twenty-five dollars (\$25). It is also understood that Client shall not make or request more than two (2) changes of his or her payment schedule within a twelve (12) month period after the first ninety (90) days of execution of this Agreement without termination from the program. Non-sufficient funds "NSF" in Client's authorized bank account, on Client's scheduled payment date, is considered a non-payment and there will be a twenty-five dollar (\$25) cost automatically charged to Client's account for any NSF transactions.

X. Client Acknowledgement:

Client acknowledges and agrees that:

- The outcome of LHDR's negotiation of any specified account entered by Client into the debt negotiation program is uncertain and results may vary;
- The service provided by LHDR does not include the modification, collection or improvement of Client's credit reports or credit score;
- LHDR's debt negotiation may not prevent creditor or collection agency harassment, nor prevent phone calls on behalf of creditors or collection agencies to Client;
- Client may be sued by creditors or collection agencies and in that event LHDR's services pursuant to this Agreement does not include legal representation on those matters;
- The discharge of indebtedness may be considered a taxable event and Client should consult a tax professional for any such service;
- Client will continue to incur late fees and penalties on the accounts during the program; and
- Client's participation in the program may adversely affect the clients' credit score.

XI. Additional Debt: Client should not incur any new or additional debt and should refrain from using or obtaining credit during the LHDR debt resolution representation. Client understands all credit cards and/or lines of credit shall be closed and that no additional credit cards and/or lines of credit should be applied for during the LHDR debt resolution representation. Client understands that they may keep one credit card, not to be accepted in the program, open for emergency purposes only. This credit card should not be from the same issuing bank as any accounts entered by Client into the LHDR debt resolution representation.

XII. Debt Resolution Minimum Standards of Representation: LHDR maintains a standard of representation for each individual account entered by Client into the LHDR debt resolution plan, of a minimum of settlement debt reduction of thirty-five percent (35%) of the debt's face value at the time of settlement, including interest, penalties and late fees. In the event that LHDR does not meet this minimum standard for a particular account, it shall refund the pro rata share of the 15% Service Cost paid to CDSCS for such work under the direct supervision of LHDR and LHDR shall further direct CDSCS to settle the individual account for Client at no additional cost. This refund is subject to all of the following terms and conditions:

- Client must act in complete compliance with this Agreement and shall cooperate with LHDR under this Agreement;
- Client must not default on any Service Cost payment obligations under an agreed-upon settlement for any accepted account;
- If for any reason, Client is unwilling or is unable to accept a proposed settlement on any contracted account with a settlement debt reduction of thirty-five percent (35%) of the debt's face value at the time of settlement minus fees and costs of this Agreement, or Client otherwise fails or refuses to accept any such settlement on any contracted account with a settlement debt reduction of thirty-five percent (35%) of the debt's current face value at the time of settlement, minus fees and costs of this Agreement this minimum standard provision shall be null and void, and have no force or effect;
- Should LHDR be unable to settle one or more of Client's individual accounts accepted pursuant to this Agreement, any refund shall be calculated on a pro rata basis as to the Service Cost paid to LHDR attributable to such individual unsettled account;
- This minimum standard provision does not apply to any Client's individual accounts accepted into the debt resolution plan which have had balance transfers, cash advances, accounts initially accepted with balances fewer than one thousand dollars (\$1,000) or where there has been a law suit already filed on such individual account. LHDR will discuss with the Client other legal remedies in the event of such circumstances including Chapter 7 or Chapter 13 bankruptcy;
- Client must have completed the program and not terminated the Agreement prior to LHDR having an opportunity to settle all accounts on the Creditor Listing Form; and
- Any accounts subject to garnishment are excluded from the minimum standard representation.

XIII. Impact on Credit Rating: Client acknowledges that nonpayment, minimal payments, or settlement payments to creditors may result in derogatory credit information transmitted to the major credit reporting agencies, and in the event that any negative effect is caused to Client's credit profile, LHDR does not provide credit repair services and Client acknowledges herein that it received proper notice regarding possible consequences to the Client's credit rating.

XIV. Termination and Severability: Client agrees that both parties may sever the relationship at any time. The party choosing to terminate the Agreement will document the decision by sending a 30-day written notice to the other party. The termination will occur upon receipt of such notice. If such termination occurs, the Client shall only be responsible for the fees and costs incurred through the date of cancellation and the initial flat fee retainer. LHDR may cancel this Agreement if the Client fails to make two (2) successive monthly payments. If any legal action is brought regarding this Agreement, the prevailing party shall be entitled to legal fees and court costs.

XV. Authorizations:

The Client authorizes LHDR as follows:

- The Client authorizes LHDR to disclose information regarding Client's financial condition or status to any creditor or collector in regard to the debt resolution plan. Further, LHDR may obtain information concerning Client from such creditors;
- Client authorizes LHDR to disclose to creditors and collectors that LHDR and its representatives, or subcontractors, are authorized to negotiate debt resolution terms on behalf of Client; and
- Client authorizes LHDR to negotiate and modify the unsecured debt listed in the Creditor Listing Form of this Agreement.

XVI. Confidentiality: LHDR agrees that any information provided by Client will be kept confidential and only be used in providing the negotiation and modification services described in this Agreement.

XVII. Disclosures and Disclaimers: Client acknowledges and understands that LHDR will not agree to provide the services under this Agreement absent Client's full understanding and acceptance of the basis for the work to be performed. LHDR and its agents and representatives provide services related to the modification and restructure of the Client's unsecured debt. LHDR cannot and does not make any guarantee of any kind regarding the success of any negotiation in regard to such modification. Client acknowledges that each case is unique and that results may vary. Client understands that there are other remedies available in regard to their goal of debt resolution including consumer credit counseling and bankruptcy. (See Exhibit A of this Agreement for further information). Consumer Credit Counseling may impact less on the Client's credit rating and reduce interest rates on current debt, but generally will require payment of the majority of the Client's existing debt. Bankruptcy may discharge the majority of Client's debts; however Client has requested LHDR to pursue other alternatives at this time to avoid bankruptcy. LHDR will discuss and advise Client as to the bankruptcy option, including fees and costs, at any time that Client's circumstances change or Client requests such consultation. There are no additional fees or costs required from Client for such consultation and advice regarding bankruptcy. In the event that the Client elects to pursue a bankruptcy option in the future with LHDR, a full disclosure regarding fees shall be given including any credits or pro rata reduction in fees based on LHDR's representation of the Client pursuant to this Agreement.

XVIII. Arbitration: In the event of any claim or dispute between Client and LHDR related to the Agreement or related to any performance of any services related to this Agreement, such claim or dispute shall be submitted to binding arbitration upon the request of either party upon the service of that request. The parties shall initially agree on a single arbitrator to resolve the dispute. The matter may be arbitrated either by the Judicial Arbitration Mediation Service or American Arbitration Association, as mutually agreed upon by the parties or selected by the party filing the claim. The arbitration shall be conducted in either the county in which Client resides, or the closest metropolitan county. Any decision of the arbitrator shall be final and may be entered into any judgment in any court of competent jurisdiction. The conduct of the arbitration shall be subject to the then current rules of the arbitration service. The costs of arbitration, excluding legal fees, will be split equally or be born by the losing party, as determined by the arbitrator. The parties shall bear their own legal fees.

XIX. Integration: This Agreement and all schedules are the complete and exclusive statement of the Agreement of the parties and supersede any proposal, prior Agreement, oral or written, and any other communication related to this matter.

XX. Enforceability: In the event that any portion of this Agreement is determined to be illegal or unenforceable, the determination will not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect. The parties agree to insert another provision that will be valid to come in closest to the original intent of the Agreement.

XXI. Amendment: This Agreement may be modified by a subsequent Agreement by the parties only by an instrument in writing, signed by both LHDR and Client and no waiver of any provision or condition of this Agreement shall be effective or binding unless such waiver be in writing and signed by the party claiming to have given such waiver.

Witness our hands and seals this 27th day of October, 2010.

Joy Mickle
Signature of Client

[Signature]
Signature of LHDR

Signature of Co-Client

**Exhibit A
Disclosure and Election of Services**

LHDR is a full service debt resolution law firm including debt negotiation and restructuring, bankruptcy services and where appropriate referral to consumer credit counseling agencies. The following provides information as to all these approaches to debt resolution for your review. Clients should fully understand the advantages and disadvantages of each to make an informed decision.

Credit Counseling offers services that will allow you to work with a certified credit counselor to devise a plan that is tailored to your specific needs and goals. Credit counseling agencies often provide services for free and will help to educate you about how to avoid financial problems in the future by offering debt management classes or seminars. They do not erase your debt. Instead they work with you to budget money so that you can pay off the debt often times by debt consolidation. Collections by your creditors may continue while using a credit counselor and most plans require you to pay your entire debt balance over the life of the plan. Consumer credit counseling agencies are required to advise you that they are compensated by the creditors based on the amount of debt they are able to have you pay.

Bankruptcy will usually discharge your unsecured debt and your creditors are not permitted to contact you once you have filed with the court. There are two kinds of bankruptcy; Chapter 13 bankruptcy where you are generally able to keep property that is mortgaged such as your house or car and are expected to repay debts in three to five years and Chapter 7 bankruptcy where you must give up all non-exempt property and assets that you own in exchange for a discharge of most debt. Bankruptcy may be appropriate if you have pending foreclosures, collection litigation or wage garnishments, however, you will generally be unable to establish credit for up to ten years. In 2005, the bankruptcy law was changed to make it more difficult for some consumers to file Chapter 7 bankruptcy based on a financial means test and credit counseling requirements that may require a repayment of some of your debt.

Debt Negotiation is a process where the law firm, based on your specific circumstances, develops a plan to manage your debt resolution with your creditors. In general terms, it is a process of negotiating with your creditors for a lower balance/forgiveness of debt, a reduced interest rate, a reduced monthly payment or other restructuring alternatives. To be successful in debt negotiation, you need to have sufficient cash flow to meet your living expenses each month and provide some funds towards resolution of your debt. LHDR will contact all your unsecured creditors in writing to inform them that you are represented by the law firm and that we are advising you as to all alternatives for debt resolution. As you have indicated in your compliance review, you prefer LHDR to attempt debt negotiation as an alternative to bankruptcy. However, if your financial circumstances change, we will advise you as to other debt resolution alternatives outlined above, so you can make an informed decision based on our advice.

If you have any questions regarding the above options, please contact us for further explanation. If you are ready to proceed, sign below your acknowledgement that you have reviewed all possible debt resolution options and have determined that debt negotiation by LHDR is your preference, subject to your ability to request a different alternative if your circumstances change in the future. Please review Section XVII of this Agreement prior to executing your informed consent below.

I have reviewed all debt resolution options available to me including bankruptcy and consumer credit counseling and elect to pursue debt negotiation services with LHDR, subject to my ability to request other alternatives, based on changes in my financial circumstances.

Joy Mickle
Signature of Client

11/1/2010
Date

Signature of Co-Client

Date

THIS PORTION FOR ELECTRONIC PAYMENT AUTHORIZATION

By signing below, I authorize Legal Helpers Debt Resolution, LLC (LHDR) (or their designees) to process debit entries from my checking, savings, or other F.D.I.C. insured bank account. This authority shall remain effective until cancelled by me in writing, at least five (5) business days prior to my scheduled payment due date. I understand there will be a twenty-five dollar (\$25) cost automatically charged to my account for any non-sufficient funds (NSF) transactions. **I will provide LHDR with a voided check or savings deposit slip.**

Name on Account (Please Print):

MICKLE

JOY

Client Last Name

Client First Name

Co-Client Last Name

Co-Client First Name

Please transfer payments directly from my Checking account, Savings account, or Other account.

Bank Name: WACHOVIA BANK N.A.

Bank Address : 401 LINDEN STREET

City: WINSTON-SALEM st : NC Zip : 27150

Bank Phone #: (800) 841-8893

**Routing # | _____ | Account # _____

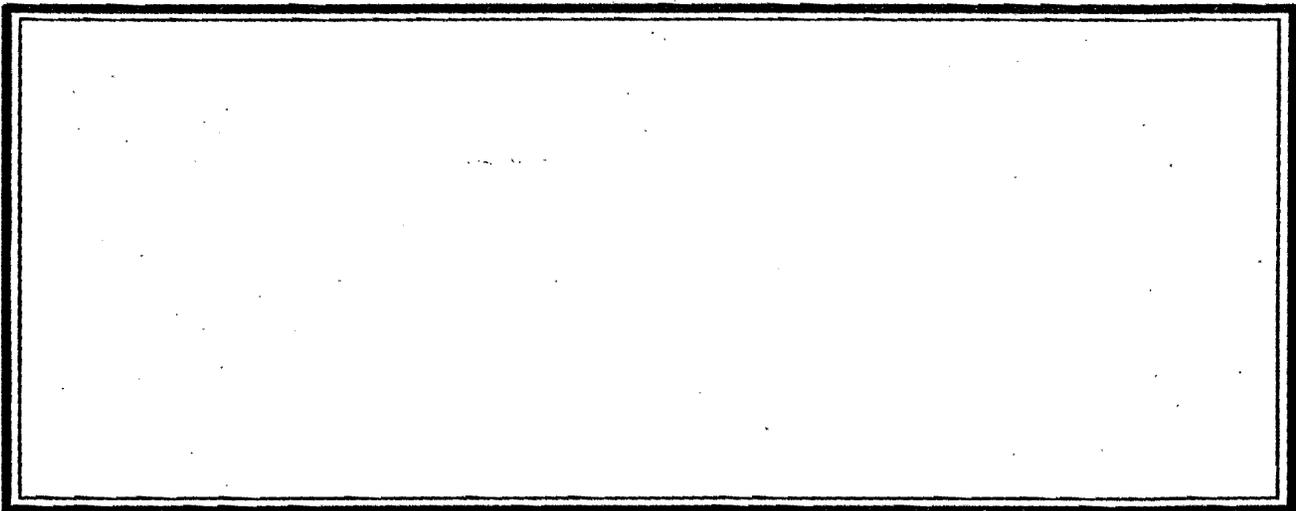
*Routing numbers are always 9 digits long and always start with 0, 1, 2, or 3.

Joy Mickle
Authorized Signature on Account

JOY MICKLE
Printed Name

11/1/2010
Date

Attach Voided Check or Savings Deposit Slip Here





MAIN OFFICE
Sears Tower
233 S Wacker Dr., Suite 5150
Chicago, IL 60606

ADMINISTRATIVE OFFICE
2152 DuPont, Suite #101
Irvine, CA 92612
Ph: (866) 528-9169
F: (866) 945-9166
cs@legalhelpersdracs.com

POWER OF ATTORNEY

I/We, JOY MICKLE

Located at 3111 Ivey Wood Ln

in the City of Durham State of NC Zip 27703

hereby appoint Legal Helpers Debt Resolution, LLC ("L.H.D.R.") as my/our attorney-in-fact to do the acts described in this Power of Attorney. L.H.D.R. (and/or its designees) is hereby authorized to act as my/our limited financial advisor and to represent me/us in negotiating the modification, reduction, settlement, and payment on any and all debts allegedly due and owing in my/our name.

I/We authorize L.H.D.R. to request and receive confidential credit and account information from creditors, credit bureaus, collection agencies, creditor attorneys, or any other third parties who may be in possession of such information and could be viewed by me/us personally.

This Power of Attorney revokes all earlier Power of Attorney given by, or on behalf of, me/us relating to all communications of creditors' claims and shall be effective and binding on me/us until revoked by an instrument in writing executed by me/us. I/We further authorize L.H.D.R. to release a copy of this Power of Attorney to my/our creditors or their agents. A copy of this Power of Attorney shall be deemed as effective as an original.

Executed on this 27th day of October, 20 10

Joy Mickle

Client Signature

Client Social Security Number

Co-Client Signature

Co-Client Social Security Number

PARTNERS

Melinda D'Onne (AL)
Eric Auten (AR)
Carmela Stanvoni (AZ)
Steve Wasterfield (AR)
Richard Gustafson (CA)
Jason Searns (CA)
Matt Rousseau (CT)
Carucci Matthew (DE)
Karen Gatto (FL)
Berk Sells (GA)

Greg Dixon (HI)
William Sanfil (ID)
Thomas Hickey (IL)
Jeffrey Almaraz (IL)
Shabana Khatun (IN)
Sam Turco (IA)
Keith Wellman (KS)
Debbie Bowman (KY)
Gary Brown (LA)
Jeremy Miller (ME)

Sonia Kochhar (MD)
Troy Morrison (MA)
Tom Leigh (MI)
James Agosto (MN)
John Windsor (MS)
Keith Wellman (MO)
Sean Paul (MO)
Ralph Wilkerson (MT)
Sam Turco (NE)
Donald Norris (NV)

Brian McCaffrey (NH)
Thomas Nicosi (NJ)
Roubie Benson (NM)
Mollie Coen (NY)
Grant Rabren (ND)
Keith Traider (ND)
Jeffrey Hyslip (OH)
Ron Brown (OK)
Amber Wolf (OR)
Thomas Nicosi (PA)

Robert Jacquato (RI)
John Canirell (SC)
Tim Hogan (SD)
Eugene Mechem (TN)
Martin Pack (TX)
Oliver Myers (UT)
Martin Conway (VA)
Timothy King (VT)
Mead Lisa Cocutan (WA)
William Murphy (WI)



SPECIAL PURPOSE ACCOUNT AGREEMENT

This Special Purpose Account Agreement and Application (this "Agreement") contains the terms, conditions, and disclosures that apply to your Special Purpose Account (your "Account"). By signing the application for your Account (your "Account Application") and using your Account, you agree that this Agreement shall apply; and you agree to abide by all of the terms, conditions, and rules set forth herein. If you have questions that you do not believe are addressed in this Agreement, you can and should call, e-mail, or write Global Client Solutions, LLC ("Global") at the number or address shown at the end of this Agreement. Please review this document carefully and keep it with your other important records. In this Agreement, the words, "I", "me", "mine", "my", "you" and "your" mean you and any other party who you authorize to use your Account.

Purpose, Nature and Use of the Account: Your Account is a special purpose account that you can use in connection with the debt settlement program you have undertaken. In general, you will be making periodic deposits to your Account from your primary bank account, and you will be periodically disbursing funds from your Account to repay your debts and the costs associated with your Account and your debt settlement program. Your Account is an FDIC-insured sub-account within a master custodial account maintained at a bank designated or selected by Global. Additionally, you authorize Global to transfer your account to another FDIC insured institution under the existing terms. Global will provide written notice to you of such change. Unless you have otherwise provided, you are the only one that has the right to authorize the transactions relating to your Account; and you may withdraw funds from your Account and/or close it at any time in the manner provided for below. Your Account may not be used for any illegal purpose.

Passcodes / Passwords: You will be provided with a four-digit passcode (your "Passcode") that you will use to access your Account via the telephone and to identify yourself when contacting a customer service representative. You will also be provided with an initial Internet password (your "Password") that you will use to access your Account via the Internet. You may change your Password from time to time for security purposes and you are encouraged to do so. You are responsible for the protection and use of your Passcode and Password. Do not disclose your Passcode or Password to anyone who does not have your permission to access your Account.

Telephonic / Electronic Communications: You authorize Global to accept and act upon any agreement or instruction received from you or authorized by you, concerning your Account where you have communicated that agreement or instruction by telephone, facsimile, e-mail or other electronic means using a telephone keypad or computer. Use of your passcode, password or any other form of identification designated by you in any transaction constitutes and will be accepted as your electronic signature, as that term is used in the federal Electronic Signature in Global and National Commerce law and other applicable laws.

Authorizing and Initiating Transactions: You have authorized certain transactions to be undertaken in your Account Application. From time to time, you may change those instructions and/or give other instructions to initiate deposits to or disbursements from your Account by using your Password to log into the Global website or by contacting Global customer service. You may also convey instructions through the Sponsor identified on your Account Application, and such instructions may be acted on without further confirmation unless you direct otherwise in writing. In any event, you must always provide a reasonable period of time to act your instructions. All authorized deposits to your account will be initiated pursuant to your instructions from time to time and all authorized disbursements will be made from your Account provided it contains sufficient "good" funds to cover the amount of the disbursement. However, neither Global, nor any service provider to Global will be responsible for determining when a payment is actually due, nor shall they be responsible for determining whether a payment is for the correct amount or otherwise proper. Their sole

obligation in this regard will be to execute your payment instructions in a commercially reasonable manner as soon as practical after receipt of such instructions; and if they perform in such manner, they shall not be responsible for any late payment fee, penalty or other charge levied by your creditor, for any failure of your creditor to honor a settlement or for any other adverse action taken or not taken by your creditor or any other party.

Fees and Charges: You promise to pay the fees and charges shown in your Account Application; and you agree that these fees and charges may be deducted directly from your Account. The monthly service charge for the first month in which your Account is opened will not be prorated and will be deemed earned on the first day your account is opened. Thereafter, the monthly service charge will be deemed earned in full on the first day of each calendar month during which your Account remains open. Other fees will be deemed earned at the time of the transaction or the event that gives rise to the fee. The fees and charges relating to your Account may be increased for any increase in the associated costs and expenses, in which case you will be provided with at least thirty days prior written notice.

Termination of Agreement: You may terminate this Agreement and close your Account at any time by sending a written notice to Global customer service. In addition, this Agreement may be terminated and your Account cancelled at any time without notice for inactivity, if your Account is improperly maintained or used, or if you otherwise violate any provision of this Agreement. If this Agreement is terminated for any reason, the collected balance in your Account will be sent to you by check within a reasonable period of time.

Default and Collection of Accounts: If your Account is suspended, cancelled or otherwise terminated for any reason and your Account has a negative balance, you agree to pay the negative balance upon demand. Should you fail to remit the full amount of such negative balance, you shall remain responsible for the deficit and collection actions may be pursued against you. If any such collection action is undertaken, you agree to pay all court costs and collection fees, including reasonable attorney's fees, to the extent permitted by applicable law.

Monthly Statements: You will receive a monthly statement showing your Account activity and balance by mail unless you have elected to receive your statement electronically. Additionally, you may obtain balance and transaction information by using your Passcode to access your Account via the telephone, by using your Password to log into the Global website or by calling Global customer service. You agree to carefully inspect your statement and promptly report any erroneous, improper or unauthorized transactions.

No Interest: No interest will be paid to you on or with respect to your Account.

Consumer Liability: If you believe someone has transferred or may transfer money from your Account without your permission, contact Global customer service immediately. Telephoning is the best way to keep your possible losses down.

FDIC Insurance: The funds in your Account will be FDIC insured up to a maximum of \$250,000.00 or such lower or higher limit as may be established by the Federal Deposit Insurance Corporation from time to time.

Incomplete Transactions: Neither Global nor any service provider to Global will be liable for failing to complete a transaction if you do not have enough money in your Account to complete the transaction; or if circumstances beyond their control prevent the completion of the transaction, including, without limitation, the acts or omissions of any ACH, check or other processor, the National Automated Clearing House Association, the Federal Reserve System, any bank, or the directive of any regulatory authority.

Error Resolution Procedures: In case of errors or questions about transactions involving your Account, call or write Global customer service no later than sixty days after the transaction in question has been reflected on your monthly statement. Please provide the following information:

1. Your name and Account number.
2. Date and amount of the transaction.
3. Type of transaction and description of the suspected error. Please explain as clearly as possible why you believe there is an error or why you need additional information.
4. Dollar amount of the suspected error.

If you provide this information orally, you also may be required to also provide it in writing within ten business days. You will be told of the results of the investigation of the suspected error within ten business days after you submit the information and any error will be promptly corrected. However, if more time is required to investigate the suspected error, it may take up to an additional thirty days to complete the investigation. If it is determined that there is no error, you will be provided with a written explanation within three business days of such determination; and you may ask for and receive copies of the documents used in making any such determination.

Creditor Disputes: You agree to settle all disputes about payments made to your creditors from your Account. Global is not a party to your debt settlement plan, and does not participate in the negotiation of your debts. *Accordingly, you hereby expressly acknowledge that Global does not have any involvement in or responsibilities of any nature with respect to your debt settlement plan or the results that you may or may not achieve from its execution.*

Governing Law: The laws of the State of Oklahoma govern this Agreement. If any part of this Agreement is declared void or unenforceable, such provisions shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

ARBITRATION OF DISPUTE

a. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the termination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Tulsa County, State of Oklahoma in accordance with the laws of Oklahoma, or in the county in which the consumer resides, in accordance with the Laws of the that state. The parties agree, the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost of arbitration, including attorneys' fees, equally. If the consumer's share of the cost is greater than \$1,000.00 (One-thousand dollars), the company will pay the consumers share of costs in excess of that amount. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Binding Arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator.

Limitation of Liability: Under no circumstances shall Global ever be liable for any special, incidental, consequential, exemplary or punitive damages.

USA Patriot Act Compliance: In order to assist in combating terrorism and preventing the Global system and the banking system from being used for money laundering purposes, you authorize Global to take those steps that are reasonable and practical to identify you and any information about you, including, without limitation, securing or accessing a credit report on you, obtaining other information about you and otherwise verifying your identity as required by the USA Patriot Act.

PRIVACY POLICY

Personal information may be collected from your Account Application, any updated information you may provide from time to time and the transactions processed through your Account. A description of the Privacy Policy applicable to your Account is provided below. If you have additional questions regarding the privacy of your personal information, please contact Global customer service.

Collection / Use of Personal Information: Collection of your personal information is designed to protect access to your Account and to assist in providing you with the products and services you have requested. All personal information collected and stored by Global, or on their behalf, is used for specific business purposes to protect and administer your Account and initiate your authorized transactions, to help to design or improve the applicable products and services and to comply with state and federal banking regulations. Only approved personnel will have access to your personal information. Furthermore, auditing mechanisms have been put into place to further protect your information by identifying the personnel who may have accessed and in any way modified, e.g., updated or added to, your personal information.

Maintenance of Accurate Information: It is your best interests to maintain accurate records concerning your personal information. For this reason, you are allowed to update your personal information online, at anytime, by using your Password to log into the Global website or by contacting Global customer service.

Limited Access to Personal Information: Access is limited to your personal information to only those personnel with a business reason for knowing such information. In addition, all personnel are educated about the importance of confidentiality and customer privacy. Individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personnel information.

Third-Party Disclosure Restrictions: All third parties with a business need to access your personal information are required to adhere to stringent privacy policies. Your personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is allowed or required by law, e.g., the exchange of information with reputable reporting agencies in response to a subpoena, in connection with the investigation of fraudulent activity, etc.

Additional Information: If you have any questions regarding this Privacy Policy, please contact Global customer service.

CUSTOMER SERVICE INFORMATION:

Web site Address: www.globalclientsolutions.com

Correspondence Address: 4500 S. 129th E. Avenue, Ste 177
Tulsa, OK 74134

Telephone - (800) 398-7191 **Fax -** (866) 355-8228

E-mail: customersupport@globalclientsolutions.com

Note: Deposit instructions will be provided in the Global Welcome Packet for those customers who send in deposits.

Note: Deposit instructions will be provided in the Global Welcome Packet for those customers who send in deposit

SPECIAL PURPOSE ACCOUNT AGREEMENT & APPLICATION

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Special Purpose Account") to be administered at a bank selected by Global Client Solutions LLC ("Global") for the purpose of accumulating funds to repay my debts in connection with a debt settlement program (your "Program") sponsored by the organization identified below (the "Sponsor"). I understand that this Application is subject to a customer identification program, as required by the USA Patriot Act and other applicable laws; and accordingly, I hereby represent that the following information is true and complete to the best of my knowledge and belief. In addition, I understand that I may be required to provide a copy of a driver's license and/or other information from time to time for use in connection with the verification of my identity and the administration of the Account. Furthermore, I understand that the Special Purpose Account is governed by the terms of this Agreement and that I am bound by all of its terms and conditions.

SPECIAL PURPOSE ACCOUNT OWNERSHIP, CONTROL AND USE

I understand that my Special Purpose Account, when established in accordance with this Application and Special Purpose Account Agreement, will be my sole and exclusive property; that only I (or Authorized Contact, if any) may authorize deposits to and disbursements from my Special Purpose Account; and that I (or Authorized Contact, if any) may withdraw funds from and/or close my Special Purpose Account at any time as provided for in the Agreement. I hereby authorize (a) periodic deposits to be made to my Special Purpose Account pursuant to the authorization provided below and (b) periodic disbursements to be made from my Special Purpose Account pursuant to instructions that I may give from time to time. In this regard, I hereby authorize payment from my Special Purpose Account of the fees and charges provided for in this Application and the Agreement.

PERMISSION TO SHARE DATA

I hereby grant permission for the bank selected by Global, Global and the Sponsor to share information regarding my Special Purpose Account and my Program with each other to facilitate the transactions I may initiate that involve my Special Purpose Account, and with any other party that is essential to the administration of my Special Purpose Account and/or my Program. I understand that the Agreement provides additional information relating to privacy.

Applicant: Last Name (Please print clearly)		First Name	MI	Social Security #	Date of Birth (mm/dd/yy)
MICKLE		JOY			/1974
Authorized Contact (optional): Last Name		First Name	MI	Social Security #	Date of Birth (mm/dd/yy)
Mailing Address		City	State	Zip Code	
3111 Ivey Wood Ln		Durham	NC	27703	
Physical Address (if different from mailing address)		City	State	Zip Code	
3111 Ivey Wood Ln		Durham	NC	27703	
Home Phone Number	E-mail Address	Mother's Maiden Name (for future ID purposes)			
(919) 598-1027	joymicklewalker@gmail.com				
Sponsor		Sponsor's Global Account Number			
Legal Helpers Debt Resolution					
Applicant Signature		Date			
<i>Joy Mickle</i>		11/1/2010			

AUTHORIZATION TO DEBIT BANK ACCOUNT

Financial Institution Information

Bank Name	Routing Number ¹	Account Number ²
WACHOVIA BANK N.A.		
Address	City	State Zip Code
401 LINDEN STREET	WINSTON-SALEM	NC 27150

Name (as it appears on check) Authorizing Person's Information

JOY MICKLE
Address (as it appears on check)
3111 Ivey Wood Ln
City
Durham
State
NC
Zip Code
27703

Amount of Debit	Date of Debit
\$ 608.71	25

On or after the 25 day of each month until further notice

I hereby authorize Global to initiate debit entries to my checking account (or savings account) at the financial institution named above (my "Primary Bank Account"), in the amount(s) and on or after the date(s) set forth above, and to debit the same to my Primary Bank Account for the purpose of transferring funds to Applicant's Special Purpose Account. I represent that my Primary Bank Account exists; that I own it; and that I will maintain sufficient funds in it to permit the debits to clear on the applicable dates. I understand that I may incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented; and that the financial institution providing my Primary Bank Account may also assess a charge if this occurs. In addition, I understand that I may subsequently designate another account for this purpose by contacting Global customer service; that I may also change the corresponding amounts and dates from time to time in that manner; and that the representations I made above about my Primary Bank Account will apply to any other account that I designate.

This authorization shall remain in full force and effect until I give a written termination notice to Global that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Application and Agreement, shall be sent to Global customer service at the address set forth in the Agreement. In addition, I understand that Global may terminate this authorization by providing me with a written notice at least ten (10) days prior to the actual termination.

¹ Routing Number is the 9-digit number appearing in the bottom left corner of your check.

² Account number is to the right of the Routing Number and after the Check Number.

Signature of Person Authorizing Global to Debit Account

Date

Joy Mickle

11/1/2010

SCHEDULE OF FEES AND CHARGES

Account Setup (one-time fee)	\$0.00
Monthly Service Charge	\$0.00
Transaction and Other Fees	
Premium Deposit Services	
Wire transfer	\$0.00
Premium Disbursement Services	
Wire transfer	\$0.00
2 nd Day Delivery	\$0.00
Overnight delivery	\$0.00
Stop payment order	\$17.50

CUSTOMER SERVICE

Global is the customer service agent for all matters relating to your Special Purpose Account. Any other questions relating to your Program should be addressed to your Sponsor. See the Agreement for the Global payment and correspondence addresses, the address of the Global Web site and the toll-free Global customer service number.

MONTHLY STATEMENTS

I prefer to receive my monthly statements:

On-line; or

Via U.S. mail (monthly statements will be mailed if neither box is checked)

FOR OFFICE USE ONLY

GLOBAL CONSUMER ACCOUNT NUMBER

DSC CONSUMER ACCOUNT NUMBER

PAYMENT SCHEDULE

Client: **JOY MICKLE**
 Term: **24**

Total Debt: **\$23,471.10**
 Settlement Amount: **\$9,388.44**

Program Start Date: **11/19/10**
 Recurring Start Date: **12/25/10**

Program Month	Date	Monthly Maint. Cost	Retainer	Monthly Admin Cost	Savings	Total Payment
1	11/19/2010	\$50.00	\$166.67	\$293.39	\$98.65	\$608.71
2	12/25/2010	\$50.00	\$166.67	\$293.39	\$98.65	\$608.71
3	1/25/2011	\$50.00	\$166.66	\$293.39	\$98.66	\$608.71
4	2/25/2011	\$50.00	\$0.00	\$220.04	\$338.67	\$608.71
5	3/25/2011	\$50.00	\$0.00	\$220.04	\$338.67	\$608.71
6	4/25/2011	\$50.00	\$0.00	\$220.04	\$338.67	\$608.71
7	5/25/2011	\$50.00	\$0.00	\$220.04	\$338.67	\$608.71
8	6/25/2011	\$50.00	\$0.00	\$220.04	\$338.67	\$608.71
9	7/25/2011	\$50.00	\$0.00	\$220.04	\$338.67	\$608.71
10	8/25/2011	\$50.00	\$0.00	\$220.04	\$338.67	\$608.71
11	9/25/2011	\$50.00	\$0.00	\$220.04	\$338.67	\$608.71
12	10/25/2011	\$50.00	\$0.00	\$220.04	\$338.67	\$608.71
13	11/25/2011	\$50.00	\$0.00	\$220.04	\$338.67	\$608.71
14	12/25/2011	\$50.00	\$0.00	\$220.04	\$338.67	\$608.71
15	1/25/2012	\$50.00	\$0.00	\$220.06	\$338.65	\$608.71
16	2/25/2012	\$50.00	\$0.00	\$0.00	\$558.72	\$608.72
17	3/25/2012	\$50.00	\$0.00	\$0.00	\$558.72	\$608.72
18	4/25/2012	\$50.00	\$0.00	\$0.00	\$558.72	\$608.72
19	5/25/2012	\$50.00	\$0.00	\$0.00	\$558.72	\$608.72
20	6/25/2012	\$50.00	\$0.00	\$0.00	\$558.72	\$608.72
21	7/25/2012	\$50.00	\$0.00	\$0.00	\$558.72	\$608.72
22	8/25/2012	\$50.00	\$0.00	\$0.00	\$558.72	\$608.72
23	9/25/2012	\$50.00	\$0.00	\$0.00	\$558.72	\$608.72
24	10/25/2012	\$50.00	\$0.00	\$0.00	\$558.70	\$608.70

Grand Totals:	\$1,200.00	\$500.00	\$3,520.67	\$9,388.44	\$14,609.11
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Joy Mickle
 Client Signature

JOY MICKLE
 Print Name

11/1/2010
 Date

Co-Client Signature

Print Name

Date



MAIN OFFICE
Sears Tower
233 S Wacker Dr., Suite 5150
Chicago, IL 60606

ADMINISTRATIVE OFFICE
2152 DuPont, Suite #101
Irvine, CA 92612
Ph: (866) 528-9169
F: (866) 945-9166
cs@legalhelpersdracs.com

TERMINATION LETTER

Date: 06/15/2011

JOY MICKLE
3111 Ivey Wood Ln
Durham, NC 27703

Dear JOY MICKLE:

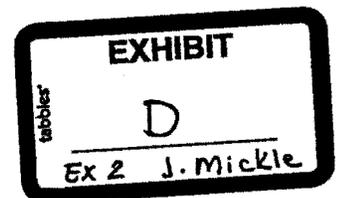
Per your request, we are terminating representation on your file and will close it. Please note that the retainer fee has been earned by the work of our attorneys. Furthermore, based on a review of your file, we believe that the costs have also been earned.

We can no longer accept any creditor phone calls on your behalf, nor handle any further creditor mail. **Our office no longer represents you in any matters pertaining to your debts.** Our lawyer/client relationship is hereby terminated.

We understand how difficult things can be when you are in debt. We are willing to discuss with you, at no additional fee, whether bankruptcy is appropriate for you. We hope that if you do not use our services, that you at least find someone who can help you. If you wish at any time to re-open your file with our office, there may be additional fees charged based on the amount of time that has passed and any changes in your circumstances.

Regards,

Jeffrey S. Hyslip, Esq.
Partner
Licensed in Ohio



PARTNERS

Melinda Dietsch (AL)
Eric Auten (AK)
Cariehe Simmons (AZ)
Steve Westerfield (AR)
Richard Gustafson (CA)
Jason Searns (CO)
Matt Rousseau (CT)
Carucci Matthew (DE)
Karen Gutto (FL)
Berk Sauts (GA)

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Ronald Boseri (NM)
Maria Cain (NY)
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Ron Brown (OR)
Amber Wolf (OR)
Thomas Nicely (PA)

Robert Jacquard (RI)
John Canvill (SC)
Tim Hagan (SD)
Evelyn Mechem (TN)
Martin Pack (TX)
Oliver Myers (UT)
Martin Conway (VA)
Timothy King (VT)
Mona Lisa Giacutan (WA)
William Murphy (WV)



Joy Mickle-Walker <joymicklewalker@gmail.com>

LHDR Cancellation Confirmation

3 messages

dianar@legalhelpersdracs.com <dianar@legalhelpersdracs.com>
To: JOY MICKLE <joymicklewalker@gmail.com>

Wed, Jun 15, 2011 at 4:53 PM

Dear JOY MICKLE,

Please find the attached document from Legal Helpers Debt Resolution.

Diana Ramos
Sr. Debt Counselor
Legal Helpers Debt Resolution
[\(866\)-528-9169](tel:(866)528-9169)
[\(866\)-945-9166](tel:(866)945-9166)
dianar@legalhelpersdracs.com
www.legalhelpersdracs.com

 CDS-OUTPUT.PDF
396K

Joy Mickle-Walker <joymicklewalker@gmail.com>
To: "dianar@legalhelpersdracs.com" <dianar@legalhelpersdracs.com>

Tue, Jun 28, 2011 at 2:54 PM

When will I get my refund per what is legally owed to me you are only eligible to keep up to \$150.00. I will be filing to receive MY money back with the NC Attorney General unless I receive a check for my money or confirmation that it is forthcoming.

Joy Mickle-Walker
[Quoted text hidden]

joymicklewalker@gmail.com <joymicklewalker@gmail.com>
Reply-To: joymicklewalker@gmail.com
To: "dianar@legalhelpersdracs.com" <dianar@legalhelpersdracs.com>

Tue, Jun 28, 2011 at 3:32 PM

Your message was delivered to the recipient.

STATE OF NORTH CAROLINA

COUNTY OF CURRITUCK

AFFIDAVIT OF MICHELE LANEY

I, Michele Laney, being first duly sworn, state as follows:

1. I am a resident of Moyock, North Carolina.

2. I am 38 years old and not married.

3. My pets are like my children. Recently, my pets became sick, and I incurred a large amount of veterinary bills including over \$500.00 a month for medication and special food.

I paid these bills with my credit cards. I also live in an older house that has needed several expensive repairs, which I paid for with credit cards. Previously, I had paid more than the minimum payment on my credit cards, and I had an excellent credit score. In the past couple of years, though, it has become more difficult to keep up with all my bills. Also, because of the cards' high interest rates, I've only been able to make the minimum payments. As a result, I felt like I was just treading water and not making any headway paying down my debt.

4. Towards the end of February 2010, I received a letter in the mail from Legal Helpers Debt Resolution ("LHDR"). The letter assured me that LHDR would be able to reduce my overall debt. In response to the letter, on March 18, 2010, I called the toll-free number on the letter. I spoke to a gentleman who answered the call "Legal Helpers," and who said his name was "Bill McGonigle." I discussed my debt problems with Mr. McGonigle, telling him that I had over \$32,600.00 in debt on four (4) different credit cards that I needed help with. Mr. McGonigle told me that the best program for me was a debt settlement program. He told me

that, under LHDR's debt settlement program, LHDR's attorneys, who he said were very experienced in handling consumers' debts, would negotiate with my creditors to reach substantially reduced settlements of my debts, which would save me a lot of money and allow me get out of debt in just a few years. Mr. McGonigle also told me that my monthly payments under LHDR's program would be less than the minimum monthly payments I was currently paying my creditors – and further, that I would be able to get out of debt, rather than just treading water, as I currently was. Mr. McGonigle asked, "Why pay your creditors when you can pay yourself?" When I told Mr. McGonigle that it was very important to me to have an attorney representing me, he assured me that LHDR had attorneys in every state to assist their clients. In addition, he told me that LHDR had a "brick and mortar building in every state."

6. Mr. McGonigle told me I would have to pay a \$500.00 retainer fee, but that it would be taken out of the first three (3) monthly payments I would be making. He never explained what other fees I would be charged, but he told me that all fees would be deducted from my monthly payment, and all I had to worry about was making one monthly payment, and LHDR would take care of the rest. Mr. McGonigle also instructed me to stop making payments to my creditors, telling me that if I continued to make even the minimum payments, it could hurt LHDR's negotiations with my creditors.

7. On the evening of March 18, 2010, and just a short time after ending the telephone call with Mr. McGonigle, I received an e-mail from him. Because I understood Mr. McGonigle to be working for LHDR, I was surprised that the e-mail showed that he worked for a company called "CDS Debt Resolution" ("CDS"), and that the e-mail identified him as a "Senior Counselor" for "Capital Debt Settlement." I was also surprised and a bit confused that the first

paragraph of the e-mail stated that I was not a candidate for CDS' debt programs, but that CDS was "one of the largest debt resolution enrollment firms in the United States," and that CDS "qualif[ied] consumers for the benefits of representation by Legal Helpers Debt Resolution." A copy of this e-mail and attachments is attached as Exhibit A.

8. Attached to the e-mail was a budget analysis form and a creditor worksheet. Both of these forms had the logo of "Capital Debt Settlement" on them. The e-mail requested that I provide copies of recent creditor billing statements, and stated that a proposal based on an analysis of my situation would follow.

9. Before I had a chance to fill out the forms, I received a second e-mail from Mr. McGonigle about twenty minutes later. This second e-mail said that, if I qualified for a "hardship settlement program," Legal Helpers Debt Resolution, LLC (Macey, Aleman, Hyslip & Searns) ("LHDR") would be representing me. The e-mail further stated: "Legal Helpers Debt Resolution, a National Law Firm, will negotiate with your creditors to resolve your debt. Our goal is to reduce your debt and customize a financial workout you can afford, so you can get on with your life." The e-mail claimed that LHDR was "one of the largest debt resolution law firms in the United States." The e-mail also said, as soon as LHDR received the retainer agreement, LHDR would be contacting my creditors "immediately to start the debt resolution process." Also, the e-mail assured that "[i]f the Attorneys of Legal Helpers are not able to secure you a savings of, at least, 35% off any one of your debts, we will negotiate a solution with that particular creditor free of charge." A copy of this e-mail is attached as Exhibit B.

10. I felt that having an attorney represent me in the process of getting my debt under control was very important. Based on the assurances in these e-mails and Mr. McGonigle's

assurances, I thought that attorneys would be working with my creditors to help me reduce my debts, and that this would be the most economical and effective way for me to get out of debt, which convinced me to sign up for LHDR's debt settlement program.

11. The second e-mail included an enrollment packet for LHDR. Though I felt a bit rushed, I was worried about my financial situation and wanted to get the process started as soon as possible, so I filled out all the information and electronically signed all the documents that required my signature and I e-mailed everything back to LHDR. Copies of the documents I received in the enrollment packet, which included an "Attorney Retainer Agreement" are attached as Exhibit C.

12. On April 1, 2010, May 3, 2010 and June 7, 2010, Global Client Solutions, LLC, on behalf of LHDR, withdrew monthly payments of \$624.71 from my bank account at Navy Federal Credit Union.

13. After receiving several calls from my creditors in April, I contacted Mr. McGonigle to ask why my creditors were still calling me and what I should do when they called. Mr. McGonigle told me that he would send some information to help me with the creditor phone calls. On April 12, 2010, I received an e-mail from Mr. McGonigle with an attachment that described the federal Fair Debt Collection Practices Act, and instructed me to tell any creditors or collectors that I was represented by an attorney, and to tell them to contact LHDR. (A copy of the e-mail and attachment is attached as Exhibit D.)

14. Beginning in July 2010, \$471.77 was withdrawn by GSC from my bank account for LHDR's debt settlement program. When I reviewed my monthly statements from GCS, I became concerned about all the fees that were being deducted from my payment each month.

Though Mr. McGonigle told me that fees would be taken out of my monthly payments, I never imagined that the fees would be almost my entire payment, month after month, and I would only be saving a small amount each month to go towards paying off my debts. When I called LHDR and was finally able to speak with someone, I was told that LHDR's fees had to be collected "first" and that I had to save up enough money in my account before LHDR would begin negotiations with my creditors.

15. As I received more and more calls from my creditors and collection agencies, I began to question whether LHDR was really working with my creditors to negotiate settlements. Instead of just referring these calls to LHDR, I began to ask the creditors if they had been contacted by LHDR and whether settlement negotiations were ongoing. All four of my creditors told me that all they had received from LHDR was a fax saying they were representing me, but when they tried to contact LHDR, they received no response and that no negotiations were occurring.

16. When I had enrolled in LHDR's program, I was told by the representative that finalized my enrollment that a LHDR representative would be assigned as my personal contact person. But every time I tried to contact my LHDR representative, the person was not available. I would leave a voicemail message but my calls were rarely returned. Several times when I called LHDR, I was told that my personal contact had changed, and it seemed that my contact person changed about every month.

17. Growing increasingly worried and frustrated, in late August 2010, I called LHDR and requested copies of all communications relating to my account. After numerous calls, I finally received an e-mail from CDS Client Services Inc. on December 27, 2010, containing

copies of four fax cover sheets and “Letters of Representation” that had been faxed to each of my creditors. Three of these letters were dated September 8, 2010 and one was dated October 8, 2010. Therefore, these letters were apparently sent out by CDS six to seven months after I had enrolled in LHDR’s program, even though, in Mr. McGonigle’s second e-mail to me, he assured me that upon execution of the Attorney Retainer Agreement the attorneys of LHDR would get in contact with my creditors immediately to start the debt resolution process. (A copy of this e-mail is attached as Exhibit E.)

18. After receiving the e-mail on December 27, 2010, I decided to withdraw from LHDR’s program. I contacted my bank to block any further withdrawals by GCS. I then contacted LHDR to advise them I was withdrawing from their program and that I was requesting a refund of the \$4,404.75 that I had paid them in the nine (9) months that I was in the program.

19. Finally on February 4, 2011, I received an e-mail from LHDR with a “Termination Letter” attached. The letter refused my request for a refund, stating that, based on a review of my file, LHDR determined that all costs and retainer fees had been “earned” by LHDR. Exhibit F is a copy of this termination letter.

20. Over a nine-month period, I paid \$4,404.75 into LHDR’s debt settlement program. However, LHDR did not negotiate with any of my creditors, LHDR did not reach any settlements with my creditors, and LHDR did not pay any money to my creditors. Further, at the end of the program, I was far worse off, since the balances on my credit card accounts spiraled upward, since my creditors were not paid anything over this time period, which caused me to incur late payment fees and increased interest charges. In addition, one of my creditors, American Express, sued me for the balance I owed. As a result, after terminating with LHDR, I

was forced to file for bankruptcy, which is what I was trying to avoid when I enrolled with LHDR.

22. After some time, I did receive a refund of about \$300.00, which was sent to me by GCS, which I understood was the balance left in my GCS account. Then, in about April of 2011, I received another check for \$1,015.08. No explanation accompanied this check, but I assume it had to do with the fact that I had contacted the Attorney General's Office, who wrote LHDR on my behalf in February of 2011. These refunds were small compared to the \$4,404.75 I paid to LHDR. Taking into account the refunds I still lost over \$3,000.00.

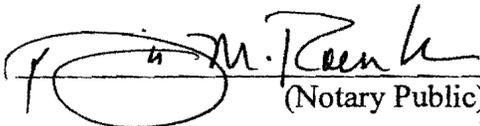
23. In summary, I was in LHDR's debt settlement program for nine (9) months, and all LHDR did was take my money, and it did not provide any of the services they had promised. Further, I think their claims of attorney representation are a lie. I was never given the contact information of any attorney; I never spoke with an attorney; and no attorney ever contacted me. I feel that the sales pitch and information provided by LHDR was very misleading. I am completely appalled at the way my file was handled by LHDR, and I am seeking a full refund.


Michele Laney

4-19-12
Date

Sworn to and subscribed before me

This the 19 day of April, 2012


(Notary Public)

My Commission Expires: 4-10-2017

JILL M. ROENKER
NOTARY PUBLIC
CURRITUCK COUNTY
NORTH CAROLINA
My Commission Expires 4-10-2017

Webmail

michelelaney@embarqmail.com

+ Font size -

FW: CDS Debt Resolution- Bill McGonigle Re: Consumer Debt Initiative (2 of 2 emails)

From : Bill McGonigle <billm@cdsdr.com>

Thu, Mar 18, 2010 07:23 PM

Subject : FW: CDS Debt Resolution- Bill McGonigle Re: Consumer Debt Initiative (2 of 2 emails) 2 attachments**To :** michelelaney@embarqmail.com

Michele,

It was a pleasure speaking to you. You can find my contact information at the end of this letter. Although you are not a candidate for our programs save this email for future reference should anyone you know need Debt Relief.

CDS Debt Resolution is one of the largest debt resolution enrollment firms in the United States. We qualify consumers for the benefits of representation by Legal Helpers Debt Resolution. Below is the link to the BBB: <http://www.bbb.org/chicago/businessreviews/attorneys/legal-helpers-debt-resolution-in-chicago-il-88372018#bbbrating>.

CDS Debt Resolution is in good standing with both the non-profit TASC™ and IAPDA. Both organizations exist to assure the consumer of honest and ethical standards among its members. You can go to www.tascsite.org to review our standing with TASC.

A budget analysis and creditor worksheet are attached. Please complete these forms and fax or email them to me. Include copies of recent creditor billing statements to get preliminary approval. Preparation and presentation of a proposal based on the analysis of your situation will follow. You may then qualify for enrollment or be advised of other alternatives to Debt Resolution.

Our communications are free of risk and obligation and will be very enlightening. We intend to help you review your options and choose a way out of debt based on the best information available.

I await your response.

Thank you,

Bill McGonigle

Senior Counselor | Capital Debt Settlement

☎: (866) 832-9090 Ext 605

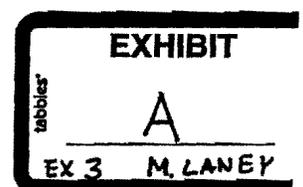
☎: (866) 645-6907

✉: billm@cdsdr.com🌐: www.cdsdr.com**CDS_Creditor_Worksheet.pdf**

501 KB

**CDS_Budget_Analysis.pdf**

313 KB



Budget Analysis

HOUSING		MISCELLANEOUS	
Mortgage/Rent		Cleaning Supplies	
Second Mortgage		Toiletries/ Make Up	
Property Taxes		Pet Care	
Lot rent/Association Dues		Union Dues/ Professional Fees	
Home Repairs		Checking Account Fees	
UTILITIES		School Supplies	
Electric		Cigarettes/Tobacco	
Gas or heating		Memberships	
Water/Sewer/Trash		Health Club	
Telephone		Postage	
Cellular Phone		Daycare/Babysitters	
Cable TV/Satellite		Child Allowances	
Water Softener/Cooler		Dry cleaning/Laundry	
INSURANCE		Haircuts/Care	
Health/Dental		Subscriptions	
Automobile		Diapers	
Accident/Disability		Tax Preparation	
Life		Legal Fees	
GROCERIES/MEALS		Tuition/Books	
Food at home		RECREATION	
Meals out		Sports Fees/Equipment	
Food at work/School lunches		Entertainment	
TRANSPORTATION		Video Rentals	
Car Payments		Seasonal Recreation	
Gasoline		Travel/Vacations	
Parking and Tolls		HEALTH EXPENSES	
Car Wash		Dental/Orthodontic	
Public Transportation		Medical	
Repairs/Maintenance		Prescriptions	
LOANS/OTHER EXPENSES		Eye Care	
Student Loans		Counseling/Therapy	
IRS/State Tax Arrangements			
Personal Loans			
Child Support/Alimony		TOTAL INCOME & EXPENSES	
Churches/Charities		Total Monthly Income	
Miscellaneous		Total Monthly Expenses	\$0.00
		Funds Available	\$0.00

Applicant Signature: _____ Co-Applicant Signature: _____

Applicant Printed Name: _____ Co-Applicant Printed Name: _____

Date: _____ Date: _____

Webmail

michelelaney@embarqmail.com

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FW: Consumer Debt Initiative - Bill McGonigle 2nd attempt.**From :** Bill McGonigle <billm@cdsdr.com>

Thu, Mar 18, 2010 07:40 PM

Subject : FW: Consumer Debt Initiative - Bill McGonigle 2nd attempt.**To :** michelelaney@embarqmail.com

Michele,

It was a pleasure speaking with you. I have included some information on the firm that could be representing you if you qualify for a hardship settlement program. The website is: www.legalhelpersdrcs.com
Legal Helpers Debt Resolution, a National Law Firm, will negotiate with your creditors to resolve your debt. Our goal is to reduce your debt and customize a financial workout you can afford, so you can get on with your life.

In debt negotiation, our attorneys will work within your budget to create a debt resolution program you can afford. Our goal is to reduce your overall debt allowing you more disposable income each month for your personal needs. The keys to success in this program include:

- You are being represented by Legal Helpers Debt Resolution, LLC, (Macey, Aleman, Hyslip & Searns) one of the largest national bankruptcy and debt resolution law firms in the United States.
 - Your creditors are likely very familiar with us already.
- Upon execution of the attorney retainer agreement, the attorneys of Legal Helpers will get in contact with your creditors immediately to start the debt resolution process.
- Legal Helpers puts its money where its mouth is, so to speak.
 - If the Attorneys of Legal Helpers are not able to secure you a savings of, at least, 35% off any one of your debts, we will negotiate a solution with that particular creditor free of charge.
 - The link to check out Legal Helpers Better Business Bureau A rating is:
<http://www.bbb.org/chicago/business-reviews/attorneys/legal-helpers-debt-resolution-in-chicago-il-88372018#bbbrating>

If you qualify for our program, we will assist you in setting up a dedicated settlement bank account to begin accruing funds in and help you compose an affordable monthly payment so you can begin the process of becoming debt free.

We look forward to providing you any further information and/or answers as to your eligibility for the program.

There are details to discuss as we complete your application. I am sending a concurrent e-mail that answers most frequently asked questions.

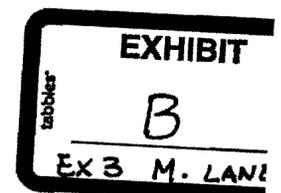
Bill McGonigle

Senior Counselor | CDS Debt Resolution

☎: (866) 832-9090 Ext 605

☎: (866) 645-6907

✉: billm@cdsdr.com

🌐: www.cdsdr.com

Webmail

michelelaney@embarqmail.com

± Font size -

From : Bill McGonigle <billm@cdsdr.com>

Fri, Mar 19, 2010 12:26 PM

Subject : <No Subject>

 1 attachment

To : 'MICHELE LANEY' <michelelaney@embarqmail.com>

Michele,

Attached please find your document package for printing a file copy. When the Enrollment Officer calls to verify my compliance with disclosure you will need to have the Payment Summary available for review.

Congratulations and welcome aboard. Thanks for the trust you have place in us.

Bill

Bill McGonigle

Senior Counselor | CDS Debt Resolution

☎: (866) 832-9090 Ext 605

☎: (866) 645-6907

✉: billm@cdsdr.com

🌐: www.cdsdr.com



Michele Laney Doc Set.pdf

1 MB



LEGALHELPERS

DEBT RESOLUTION, LLC

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233 S Wacker Dr., Suite 5150
Chicago, IL 60606

ADMINISTRATIVE OFFICE
2152 DuPont, Suite #101
Irvine, CA 92612
cs@legalhelpersdrcs.com

The National Law Firm of Macey, Aleman, Hyslip & Searns
P: (866) 528-9169 | F: (866) 945-9166 | www.legalhelpersdrcs.com

EXHIBIT
tabler
C
Ex-3 M. LANEY

PARTNERS

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Eric Auler (AK)
Corinne Summers (AZ)
Steve Westerfield (AR)
Richard Gustafson (CA)
Jason Searns (CO)
Matti Roseberry (CT)
Caro McCaffrey (DC)
Karen Gallo (FL)
Rick Sulejka (GA)

Greg Dunn (HI)
William Rankin (IL)
Thomas Macey (IL)
Jerry Alonson (IL)
Shobhana Kulkarni (IN)
Tom Turco (IA)
Keith Weisler (KS)
Debbie Bowman (KY)
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Thomas Koen (ND)
Arnold Bohner (NM)
Miguel Cohen (NV)
Gina Pothol (NC)
Katherine (NY)
William Scipio (OH)
Ron Brown (OK)
Amel Wolf (OR)
Thomas Hines (PA)

Robert Vaccaro (RI)
John Cantrell (SC)
Jim Hogan (SD)
Barret McCreem (TN)
Marta Myles (TX)
Steve Hyslip (UT)
Harvey Cooney (VA)
Paul The King (VT)
Meredith Goffman (WA)
William Murphy (WI)

CLIENT INFORMATION

Date : 03/18/2010

CLIENT

Full Name: MICHELE LANEY SSN: _____ DOB: (1973)
Address: 109 BIRCHVIEW CT Apt # _____
City: MOYOCK State: NC Zip Code: 27958
Home Phone: 252-435-6253 Work Phone: ext. Cell: 757-472-8666
Occupation: _____ Employer Name: _____ Length of Employment: _____
Email Address: michelelaney@embarqmail.com Mother's Maiden Name: _____

CO-CLIENT

Full Name _____ SSN: _____ DOB: _____
Address: _____ Apt # _____
City: _____ State: _____ Zip Code: _____
Home Phone: _____ Work Phone: _____ Cell: _____
Occupation: _____ Employer Name: _____ Length of Employment: _____
Email Address: _____ Mother's Maiden Name: _____

DEBT INFORMATION

Homeowner? Renting? Estimated Home Value 197,000.00 Mortgage Balance \$65,605.00
Filed Bankruptcy? Yes No If Yes: Chapter 7 13 Year Filed _____ Year Discharged? _____
Total Debt: \$ 32,643.00 Monthly Payment: \$ 624.71 Are you behind on payments Yes No
Number of months behind: 0 Number of Dependents: 0

Office use only

Total Debt: <u>\$ 32,643.00</u>	Program Length (months): <u>48</u>
Program's First Payment: <u>\$ 624.71</u>	Date of First Payment: <u>4/1/2010</u>
Consultors Name: <u>Bill McSpiggle</u>	ATTORNEYS: <u>DEBT RESOLUTION</u>

HARDSHIP LETTER

Cause of Hardship:

- | | |
|---|---|
| <input type="checkbox"/> Company Slowdown | <input type="checkbox"/> Temporary Loss of Work |
| <input type="checkbox"/> Laid Off | <input type="checkbox"/> Disability |
| <input type="checkbox"/> Medical Problems | <input type="checkbox"/> Pay Cut |
| <input type="checkbox"/> Personal Injury | <input type="checkbox"/> Loss of Financial Provider |
| <input type="checkbox"/> Divorce | <input type="checkbox"/> Other _____ |

Please Briefly Explain Hardship:

Income has not kept up with cost of living. High interest rates and payments are not affordable. Significant other to help with payment during the first three months. He pays mortgage expenses too.

BUDGET ANALYSIS

(All information should be on a monthly basis)

Client Net Monthly Income	\$ 2,219.00	Funds Available	\$ 468.00
Co-Client Net Monthly Income	\$ 0.00		
Total Income	\$ 2,219.00		

Mortgage/Rent	\$ 0.00	Household Items	\$ 0.00
Home Owners Insurance	\$ 0.00	Clothing	\$ 0.00
Life Insurance	\$ 85.00	Laundry/Dry Cleaning	\$ 0.00
Medical Care	\$ 0.00	Utilities	\$ 182.00
Child Care / Support / Alimor	\$ 0.00	Telephone	\$ 75.00
Cable TV / Satellite	\$ 185.00	Auto Loans	\$ 349.00
Charity / Donations	\$ 0.00	Auto Other	\$ 140.00
Entertainment	\$ 0.00	Auto Insurance	\$ 110.00
Gym / Health	\$ 0.00	Education	\$ 0.00
Personal Care	\$ 20.00	Student Loans	\$ 0.00
Back Taxes	\$ 0.00	Misc / other	\$ 305.00
Food	\$ 300.00	Total Expenses	\$ 1,751.00



CREDITOR LISTING

*NOTE: If an account is in collection, please provide collection agency's recent statement, along with original creditors' statement.

Creditor/Collector	Account Number	Balance	Account Holder(s)	Last Payment Date
American Express		\$ 14,549.00	<input checked="" type="checkbox"/> Client <input type="checkbox"/> Co-Client <input type="checkbox"/> Joint	2/22/2010
DISCOVER CARD - CC		\$ 1,973.00	<input checked="" type="checkbox"/> Client <input type="checkbox"/> Co-Client <input type="checkbox"/> Joint	2/22/2010
DISCOVER CARD - CC		\$ 4,823.00	<input checked="" type="checkbox"/> Client <input type="checkbox"/> Co-Client <input type="checkbox"/> Joint	2/22/2010
Navy Fed Cr Un		\$ 11,298.00	<input checked="" type="checkbox"/> Client <input type="checkbox"/> Co-Client <input type="checkbox"/> Joint	2/22/2010
Total Debt Owed:				\$ 32,643.00



ATTORNEY RETAINER AGREEMENT

I. Parties and Purpose: This Agreement for legal services is entered into on the date shown below between Legal Helper Resolution, LLC, also known as the law firm of Macey, Aleman, Hyslip & Seams (hereinafter referred to as LHDR) and MICHELE LANEY (hereinafter referred to as Client)

relating to advice, counseling, analysis and negotiation services in regard to Client's unsecured debt and related financial circumstances regarding credit cards and line of credit obligations (unsecured debt). This contract is solely between LHDR, any assign, or related entities that may be formed in the future and not any individual, partner, member, or employee of LHDR. LHDR is a debt relief agency and law firm that provides debt resolution services to its clients.

II. Condition of Effectiveness: This Agreement does not take effect, and LHDR has no obligation to provide any services, until both the Client and LHDR have executed a copy of this Agreement, delivered such copy to the other party, and the Client makes an initial flat fee retainer payment as provided for in Paragraph VIII.

III. Limited Retention: LHDR will review Client's current unsecured debt burden and thereafter negotiate and attempt to enter into settlements with creditors of the Client in an effort to modify and/or restructure Client's current unsecured debt. LHDR and its staff will timely respond to all Client inquiries and keep the Client informed as to all offers of debt modification. LHDR's obligation to negotiate shall only apply to specific unsecured debt obligations as disclosed by the Client. The details of such obligation are included in the Creditor Listing Form of this Agreement.

LHDR will not and does not provide the following services to Client:

- Tax, financial planning or accounting advice;
- Attempt to repair credit or correct entries on credit reports;
- Bankruptcy services, except as specifically provided for below;
- Represent Client in any matter before a court, including foreclosure proceedings or in any arbitration or hearing;
- Eliminate harassment or collection calls from creditors or collectors.

In the event a creditor or collector sues Client, whether related to a debt obligation or any other claim, LHDR is under no obligation to provide representation. LHDR will discuss specific debt related issues with Client and, if appropriate, offer additional legal services in regard to bankruptcy or other debt resolution services for Client's consideration.

IV. Term: The term of this Agreement shall commence on the effective date and continue until the negotiated resolution of unsecured debt disclosed by Client in the Creditor Listing Form of this Agreement or until termination of this Agreement as provided in Paragraph XIV.

V. Subcontracting Specific Tasks: LHDR shall subcontract certain tasks including negotiations with creditors and collectors and certain customer support responsibilities to a third party. LHDR and other legally trained, licensed personnel will supervise all negotiations and customer support and ensure that these services comply with established procedures.

VI. Client Obligations

The Client will perform the following obligation:

- Provide LHDR with all information and documents in regard to the unsecured debt it seeks to modify. Such information provided must contain the current account balance and the name of the creditor and account number;
- As an ongoing obligation, Client will provide all information related to the unsecured debt as requested by LHDR. All information provided by Client must be truthful and accurate. LHDR is under no obligation to verify information supplied by Client. Client will forward all correspondence from creditors and collection agencies, including collection letters, demands and complaints within five (5) days to LHDR. If a creditor or collection agency telephones client, Client will not engage in debt resolution discussions. If a creditor or collection agency engages in harassing or abusive conduct, the Client will promptly notify LHDR and provide complete and accurate information regarding such contacts;
- Client will timely respond to all requests, communications or documentation from LHDR or its representatives and will promptly provide LHDR with any change of address or other contact information;
- Subsequent to the execution of this Agreement, Client shall, based on the advice of LHDR, determine and agree to a schedule of monthly payments based on the total amount of debt to be modified, including payment of appropriate fees and costs to LHDR (hereinafter referred to as Payment Confirmation Schedule), a copy of said schedule is attached hereto, incorporated by this reference. Client agrees to make all the payments on the designated dates; and

VII. Law Firm's Obligations: In consideration for Client's obligations as stated in Section VI, LHDR agrees to use its best efforts to obtain a satisfactory result for Client by providing basic legal services in connection with the debt review and modification for Client on an efficient and cost-effective basis. Client expressly agrees that LHDR makes no specific guarantee regarding the outcome of the case, including but not limited to, successful modification or discharge of debt, and/or whether or not LHDR can successfully reduce the balance of all unsecured debts. LHDR offers its advice based on the information as disclosed by Client and Client agrees that LHDR is not responsible and assumes no liability for changes in the law, changes in Client's financial situation, and/or facts as revealed after review of documentation that could affect in any way any advice LHDR gives Client. LHDR will adhere to the specific disclosures regarding contingency fees and the minimum performance standards as outlined in the Payment Confirmation

VIII. Fees and Costs: In consideration for all services to be rendered, Client agrees to pay LHDR an initial flat fee retainer of five hundred dollars (\$500) for debt review, analysis and structuring of a debt resolution plan. The fee retainer may be paid over three months with the first payment of \$166.67 due at the time of execution of the agreement with the second payment of \$166.67 due after 30 days of the execution and the final payment of \$166.67 due at 60 days after execution of the agreement. In addition, Client shall pay the law firm a monthly maintenance fee/cost for their debt resolution plan in the amount of \$50 commencing in the first month of their debt resolution plan.

If LHDR is able to obtain a sixty-five percent (65%) or greater reduction of Client's total scheduled debt of the original balance on the accounts listed in the Creditor Listing Form, Client agrees to pay LHDR on a contingency fee basis five percent (5%) of the amount of debt reduction (total amount enrolled in the program less amount of settlement) accomplished by the work of LHDR and its staff, which will be reconciled at the end of the program. The initial \$500 flat fee retainer and other administrative legal fees paid by Client shall be fully credited as a partial payment towards the Client's obligation for the 5% contingency fee. Client agrees to have their initial flat fee retainer of \$500 automatically drafted by LHDR (or its designees) based on an agreed payment schedule from an authorized Federal Deposit Insurance Corporation (referred to as 'F.D.I.C.') insured bank account on 04/01/2010.

The implementation, management and maintenance of a debt resolution plan by LHDR shall be performed under the direct supervision of LHDR by CDS Client Services (CDSCS) at a cost of fifteen percent (15%) of the Client's total scheduled debt (hereinafter referred to as Service Cost). LHDR has a non-exclusive reciprocal referral Agreement with CDSCS to provide these services under LHDR's direct supervision. These are services required for the debt resolution plan, but are not legal services. There is no attorney-client relationship between Client and CDSCS in regard to these services and any specific communications between client and CDSCS are not protected by attorney-client privilege. CDSCS cannot and will not provide any legal advice to the Client other than as communicated through CDSCS by LHDR and under LHDR's supervision. The 15% Service Cost shall be paid by Client. The first three (3) program payments are applied to both service and attorney service costs. Within these first three months, depending on program term and estimated savings percentage, any payment overage would be applied to the Client's settlement savings. The initial payment is equal to three and three quarter percent (3.75%) of the Client's total debt accepted into the program. The remaining balance of the service cost is equivalent to eleven and one quarter percent (11.25%) of the Client's total debt accepted into the program. The balance of costs shall be paid by Client in equal consecutive monthly payments beginning on month four (4) and continuing through to completion of Client's fee schedule. Monthly payments in excess of costs will have the overage directly allocated towards Client's settlement saving fund (see payment schedule for specific plan details).

Client agrees to have their payments of Service Cost and Savings to be automatically drafted by LHDR (or its designees) from an authorized F.D.I.C. bank account with Client's first payment to start on 04/01/2010 and thereafter each month on the:

1st 5th 10th 15th 20th 25th.

IX. Electronic Payment Authorizations: By signing this Agreement, Client authorizes LHDR (or its designees) to deduct all legal fees and service Cost via electronic payment authorizations from an authorized checking, savings, or other F.D.I.C. insured bank account. LHDR requires a minimum of five (5) business days to change any scheduled Electronic Funds Transfer ("EFT") from an authorized bank account. It is also understood that Client shall not make or request changes of his or her payment schedule during the first ninety (90) days after execution of this Agreement. If any payment change occurs within the first ninety (90) days of execution of this Agreement, Client will be charged an additional cost of twenty-five dollars (\$25). It is also understood that Client shall not make or request more than two (2) changes of his or her payment schedule within a twelve (12) month period after the first ninety (90) days of execution of this Agreement without termination from the program. Non-sufficient funds ("NSF") in Client's authorized bank account, on Client's scheduled payment date, is considered a non-payment and there will be a twenty-five dollar (\$25) cost automatically charged to Client's account for any NSF transactions.

X. Client Acknowledgement:

Client acknowledges and agrees that

- The outcome of LHDR's negotiation of any specified account entered by Client into the debt negotiation program is uncertain and results may vary;
- The service provided by LHDR does not include the modification, collection or improvement of Client's credit reports or credit score;
- LHDR's debt negotiation may not prevent creditor or collection agency harassment, nor prevent phone calls on behalf of creditors or collection agencies to Client;
- Client may be sued by creditors or collection agencies and in that event LHDR's services pursuant to this Agreement does not include legal representation on those matters;
- The discharge of indebtedness may be considered a taxable event and Client should consult a tax professional for any such service;
- Client will continue to incur late fees and penalties on the accounts during the program; and
- Client's participation in the program may adversely affect the Client's credit score.

XI. Addition Debt: Client should not incur any new or additional debt and should refrain from using or obtaining credit during the LHDR debt resolution representation. Client understands all credit cards and/or lines of credit shall be closed and that no additional credit cards and/or lines of credit should be applied for during the LHDR debt resolution representation. Client understands that they may keep one credit card, not to be accepted in the program, open for emergency purposes only. This credit card should not be from the same issuing bank as any accounts entered by Client into the LHDR debt resolution representation.

XII. Debt Resolution Minimum Standards of Representation: LHDR maintains a standard of representation for each individual account entered by Client into the LHDR debt resolution plan, of a minimum of settlement debt reduction of thirty-five percent (35%) of the debt's face value at the time of settlement, including interest, penalties and late fees. In the event that LHDR does not meet this minimum standard for a particular account, it shall refund the pro rata share of the 15% Service Cost paid to CDSCS for such work under the direct supervision of LHDR and LHDR shall further direct CDSCS to settle the individual account for Client at no additional cost. This refund is subject to all of the following terms and conditions:

- Client must act in complete compliance with this Agreement and shall cooperate with LHDR under this Agreement;
- Client must not default on any Service Cost payment obligations under an agreed-upon settlement for any accepted account;
- If for any reason, Client is unwilling or is unable to accept a proposed settlement on any contracted account with a settlement debt reduction of thirty-five percent (35%) of the debt's face value at the time of settlement minus fees and costs of this Agreement, or Client otherwise fails or refuses to accept any such settlement on any contracted account with a settlement debt reduction of thirty-five percent (35%) of the debt's current fact value at the time of settlement, minus fees and costs of this Agreement, this minimum standard provision shall be null and void, and have no force or effect;
- Should LHDR be unable to settle one or more of Client's individual accounts accepted pursuant to this Agreement, any refund shall be calculated on a pro rata basis as to the Service Cost paid to LHDR attributable to such individual unsettled account;
- This minimum standard provision does not apply to any Client's individual accounts accepted into the debt resolution plan which have had balance transfers, cash advances, accounts initially accepted with balances fewer than one thousand dollars (\$1,000) or where there has been a law suit already filed on such individual account. LHDR will discuss with the Client other legal remedies in the event of such circumstances including Chapter 7 or Chapter 13 bankruptcy;
- Client must have completed the program and not terminated the Agreement prior to LHDR having an opportunity to settle all accounts on the Creditor Listing Form; and

XIII. Impact on Credit Rating: Client acknowledges that nonpayment, minimal payments, or settlement payments to creditors may result in derogatory credit information transmitted to the major credit reporting agencies, and in the event that any negative effect is caused to Client's credit profile, LHDR does not provide credit repair services and Client acknowledges herein that it received proper notice regarding possible consequences to the Client's credit rating.

XIV. Termination and Severability: Client agrees that both parties may sever the relationship at any time. The party choosing to terminate the Agreement will document the decision by sending a 30-day written notice to the other party. The termination will occur upon receipt of such notice. If such termination occurs, the client shall only be responsible for the fees and costs incurred through the date of cancellation and the initial flat fee retainer. LHDR may cancel this Agreement if the Client fails to make two (2) successive monthly payments. If any legal action is brought regarding this Agreement, the prevailing party shall be entitled to legal fees and court costs.

XV. Authorizations:

The Client authorizes LHDR as follows:

- The client authorizes LHDR to disclose information regarding Client's financial condition or status to any creditor or collector in regard to the debt resolution plan. Further, LHDR may obtain information concerning Client from such creditors;
- Client authorizes LHDR to disclose to creditors and collectors that LHDR and its representatives, or subcontractors, are authorized to negotiate debt resolution terms on behalf of Client; and
- Client authorizes LHDR to negotiate and modify the unsecured debt listed in the Creditor Listing Form of this Agreement.

XVI. Confidentiality: LHDR agrees that any information provided by Client will be kept confidential and only be used in providing the negotiation and modification services described in this Agreement.

XVII. Disclosures and Disclaimers: Client acknowledges and understands that LHDR will not agree to provide the services under this Agreement absent Client's full understanding and acceptance of the basis for the work to be performed. LHDR and its agents and representatives provide services related to the modification and restructure of the Client's unsecured debt. LHDR cannot and does not make any guarantee of any kind regarding the success of any negotiation in regard to such modification. Client acknowledges that each case is unique and that results may vary. Client understands that there are other remedies available in regard to their goal of debt resolution including consumer credit counseling and bankruptcy. (See Exhibit A of this Agreement for further information.) Consumer Credit Counseling may impact less on the Client's credit rating and reduce interest rates on current debt, but generally will require payment of the majority of the Client's existing debt. Bankruptcy may discharge the majority of Client's debts; however Client has requested LHDR to pursue other alternatives at this time to avoid bankruptcy. LHDR will discuss and advise Client as to the bankruptcy option, including fees and costs, at any time that Client's circumstances change or Client requests such consultation. There are no additional fees or costs required from Client for such consultation and advice regarding bankruptcy. In the event that the Client elects to pursue a bankruptcy option in the future with LHDR, a full disclosure regarding fees shall be given including any credits or pro rata reduction in fees based on LHDR's representation of the Client pursuant to this Agreement.

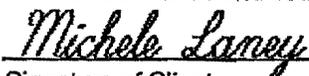
XVIII. Arbitration: In the event of any claim or dispute between Client and LHDR related to the Agreement or related to any performance of any services related to this Agreement, such claim or dispute shall be submitted to binding arbitration upon the request of either party upon the service of that request. The parties shall initially agree on a single arbitrator to resolve the dispute. The matter may be arbitrated either by the Judicial Arbitration Mediation Service or American Arbitration Association, as mutually agreed upon by the parties or selected by the party filing the claim. The arbitration shall be conducted in either the county in which Client resides, or the closest metropolitan county. Any decision of the arbitrator shall be final and may be entered into any judgement in any court of competent jurisdiction. The conduct of the arbitration shall be subject to the then current rules of the arbitration service. The costs of arbitration, excluding legal fees, will be split equally or be born by the losing party, as determined by the arbitrator. The parties shall bear their own legal fees.

XIX. Integration: This Agreement and all schedules are the complete and exclusive statement of the Agreement of the parties and supersede any proposal, prior Agreement, oral or written, and any other communication related to this matter.

XX. Enforceability: In the event that any portion of this Agreement is determined to be illegal or unenforceable, the determination will not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect. The parties agree to insert another provision that will be valid to come in closest to the original intent of the Agreement.

XXI. Amendment: This Agreement may be modified by a subsequent Agreement by the parties only by an instrument in writing, signed by both LHDR and Client and no waiver of any provision or condition of this Agreement shall be effective or binding unless such waiver be in writing and signed by the party claiming to have given such waiver.

Witness our hands and seals this 18th day of March, 2010.



Signature of Client



Signature of LHDR

Signature of Co-Client

**Exhibit A
Disclosure and Election of Services**

LHDR is a full service debt resolution law firm including debt negotiation and restructuring, bankruptcy services and where appropriate referral to consumer credit counseling agencies. The following provides information as to all these approaches to debt resolution for your review. Clients should fully understand the advantages and disadvantages of each to make an informed decision.

Credit Counseling offers services that will allow you to work with a certified credit counselor to devise a plan that is tailored to your specific needs and goals. Credit counseling agencies often provide services for free and will help to educate you about how to avoid financial problems in the future by offering debt management classes or seminars. They do not erase your debt. Instead they work with you to budget money so that you can pay off the debt often times by debt consolidation. Collections by your creditors may continue while using a credit counselor and most plans require you to pay your entire debt balance over the life of the plan. Consumer credit counseling agencies are required to advise you that they are compensated by the creditors based on the amount of debt they are able to have you pay.

Bankruptcy will usually discharge your unsecured debt and your creditors are not permitted to contact you once you have filed with the court. There are two kinds of bankruptcy; Chapter 13 bankruptcy where you are generally able to keep property that is mortgaged such as your house or car and are expected to repay debts in three to five years and Chapter 7 bankruptcy where you must give up all non-exempt property and assets that you own in exchange for a discharge of most debt. Bankruptcy may be appropriate if you have pending foreclosures, collection litigation or wage garnishments, however, you will generally be unable to establish credit for up to ten years. In 2005 the bankruptcy law was changed to make it more difficult for some consumers to file Chapter 7 bankruptcy based on a financial means test and credit counseling requirements that may require a repayment of some of your debt.

Debt Negotiation is a process where the law firm, based on your specific circumstances, develops a plan to manage your debt resolution with your creditors. In general terms, it is a process of negotiating with your creditors for a lower balance/forgiveness of debt, a reduced interest rate, a reduced monthly payment or other restructuring alternatives. To be successful in debt negotiation, you need to have sufficient cash flow to meet your living expenses each month and provide some funds towards resolution of your debt. LHDR will contact all your unsecured creditors in writing to inform them that you are represented by the law firm and that we are advising you as to all alternatives for debt resolution. As you have indicated in your compliance review, you prefer LHDR to attempt debt negotiation as an alternative to bankruptcy. However, if your financial circumstances change, we will advise you as to other debt resolution alternatives outlined above, so you can make an informed decision based on our advice.

If you have any questions regarding the above options, please contact us for further explanation. If you are ready to proceed, sign below your acknowledgement that you have reviewed all possible debt resolution options and have determined that debt negotiation by LHDR is your preference, subject to your ability to request a different alternative if your circumstances change in the future. Please review Section XVII of this Agreement prior to executing your informed consent below.

I have reviewed all debt resolution options available to me including bankruptcy and consumer credit counseling and elect to pursue debt negotiation services with LHDR, subject to my ability to request other alternatives, based on changes in my financial circumstances.

Michele Laney
Signature of Client

3/18/2010
Date

Signature of Co-Client

Date

THIS PORTION FOR ELECTRONIC PAYMENT AUTHORIZATION

By signing below, I authorize Legal Helpers Debt Resolution, LLC (LHDR) (or their designees) to process debit entries from my checking, savings, or other F.D.I.C. insured bank account. This authority shall remain effective until cancelled by me in writing, at least five (5) business days prior to my scheduled payment due date. I understand there will be a twenty-five dollar (\$25) cost automatically charged to my account for any non-sufficient funds (NSF) transactions. I will provide LHDR with a voided check or savings deposit slip.

Name on Account (Please Print)

<u>LANEY</u>	<u>MICHELE</u>
Last Name	First Name
<hr/>	
Last Name	First Name

Please transfer payments directly from my Checking account, Savings account, or Other account.

Bank Name: NAVY FEDERAL CREDIT UNION

Bank Address: 820 FOLLIN LANE

Bank City: VIENNA St VA Zip: 22180

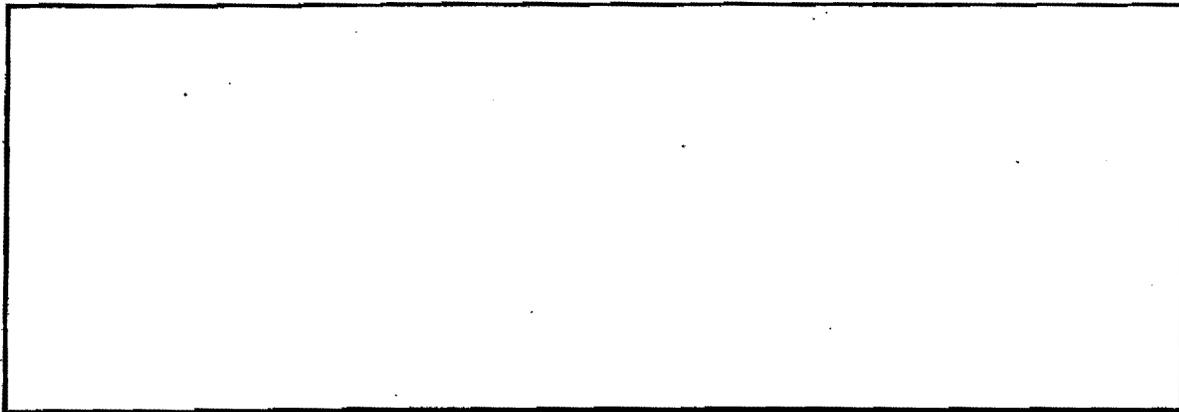
Bank Phone #: 8662145220

*Routing #: _____ Account #: _____

*Routing numbers are always 9 digits long and always start with 0, 1, 2, or 3.

<u><i>Michele Laney</i></u>	<u>MICHELE LANEY</u>	<u>3/18/2010</u>
Authorized Signature on Account	Printed Name	Date

Attach Voided Check or Savings Deposit Slip Here



FDIC Insurance: The funds in your Account will be FDIC insured up to a maximum of \$250,000.00 or such lower or higher limit as may be established by the Federal Deposit Insurance Corporation from time to time.

Incomplete Transactions: Neither Global nor the Bank, nor any service provider to either of them, will be liable for failing to complete a transaction if you do not have enough money in your Account to complete the transaction; or if circumstances beyond their control prevent the completion of the transaction, including, without limitation, the acts or omissions of any ACH, check or other processor, the National Automated Clearing House Association, the Federal Reserve System, any other bank, or the directive of any regulatory authority

Error Resolution Procedures: In case of errors or questions about transactions involving your Account, call or write Global customer service no later than sixty days after the transaction in question has been reflected on your monthly statement. Please provide the following information:

1. Your name and Account number.
2. Date and amount of the transaction.
3. Type of transaction and description of the suspected error. Please explain as clearly as possible why you believe is an error or why you need additional information.
4. Dollar amount of the suspected error.

If you provide this information orally, you may be required to you also provide it in writing within ten business days. You will be told of the results of the investigation of the suspected error within ten business days after you submit the information and any error will be promptly corrected. However, if more time is required to investigate the suspected error, it may take up to an additional thirty days to complete the investigation. If it is determined that there is no error, you will be provided with a written explanation within three business days of such determination; and you may ask for and receive copies of the documents used in making any such determination

Creditor Disputes: You agree to settle all disputes about payments made to your creditors from your Account. Neither Global nor the Bank is a party to your debt settlement plan, and they do not participate in the negation of your debts. *Accordingly, you hereby expressly acknowledge that neither Global nor the Bank have any involvement in or responsibilities of any nature with respect to your debt settlement plan or the results that you may or may not achieve from its execution.*

Governing Law: The laws of the State of Oklahoma govern this Agreement. If any part of this Agreement is declared void or unenforceable, such provisions shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

Arbitration and Application of Law: In the event of a dispute or claim relating in any way to this Agreement or our services, you agree that such dispute shall be resolved by binding arbitration in Tulsa Oklahoma utilizing a qualified independent arbitrator of Global's choosing. The decision of an arbitrator will be final and subject to enforcement in a court of competent jurisdiction.

Limitation of Liability: Under no circumstances shall Global or the Bank ever be liable for any special, incidental, consequential, exemplary or punitive damages.

USA Patriot Act Compliance: In order to assist in combating terrorism and preventing the banking system from being used for money laundering purposes, you authorize Global and the Bank to take those steps that are reasonable and practical to identify you and any information about you, including, without limitation, securing or accessing a credit report on you, obtaining other information about you and otherwise verifying your identity as they are required to do by the USA Patriot Act.

PRIVACY POLICY

Personal information may be collected from your Account Application, any updated information you may provide from time to time and the transactions processed through your Account. A description of the Privacy Policy applicable to your Account is provided below. If you have additional questions regarding the privacy of your personal information, please contact Global customer service.

Collection / Use of Personal Information: Collection of your personal information is designed to protect access to your Account and to assist in providing you with the products and services you have requested. All personal information collected and stored by Global or the Bank, or on their behalf, is used for specific business purposes to protect and administer your Account and initiate your authorized transactions, to help to design or improve the applicable products and services and to comply with state and federal banking regulations.

Maintenance of Accurate Information: It is your best interests to maintain accurate records concerning your personal information. For this reason, you are allowed to update your personal information online, at anytime, by using your Password to log into the Global website or by contacting Global customer service.

Limited Access to Personal Information: Access is limited to your personal information to only those personnel with a business reason for knowing such information. In addition, all personnel are educated about the importance of confidentiality and customer privacy. Individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personal information.

Third-Party Disclosure Restrictions: All third parties with a business need to access your personal information are required to adhere to stringent privacy policies. Your personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is allowed or required by law, e.g., the exchange of information with reputable reporting agencies in response to a subpoena, in connection with the investigation of fraudulent activity, etc.

Additional Information: If you have any questions regarding this Privacy Policy, please contact Global customer service.

SCHEDULE OF FEES AND CHARGES

One-time account setup	\$ 0.00
Monthly service charge	\$ 0.00
Transaction and other fees:	
Deposits	
Incoming wire transfer	\$ 0.00
Dishonored/returned deposit item	\$ 0.00
Disbursements:	
Wire transfer	\$ 0.00
2nd day check delivery	\$ 0.00
Overnight delivery (3pm cutoff)	\$ 0.00
Stop payment order	\$ 0.00

CUSTOMER SERVICE INFORMATION

Website Address:
www.globalclientsolutions.com

Correspondence Address: 4500 S. 129th E.
Avenue, Suite 175 Tulsa, OK 74134
Telephone - (800) 398-7191
Fax - (866) 355-8228 Email:
customersupport@globalclientsolutions.com

Note: Deposit instructions will be provided in the Global Welcome Packet for those customers who send in deposits.

SPECIAL PURPOSE ACCOUNT APPLICATION

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Special Purpose Account") to be administered at a bank selected by Global Client Solutions LLC ("Global") for the purpose of accumulating funds to repay my debts in connection with a debt settlement program (your "Program") sponsored by the organization identified below (the "Sponsor"). I understand that the Special Purpose Account's features, terms, conditions and rules are further described in an Account Agreement and Disclosure Statement that accompanies this Application (the "Agreement"). I acknowledge that I have received a copy of the Agreement; that I have read and understand it; that the Agreement is fully incorporated into this Application by reference; and that I am bound by all of its terms and conditions. I also understand that this Application is subject to a customer identification program, as required by the USA Patriot Act and other applicable laws; and accordingly, I hereby represent that the following information is true and complete to the best of my knowledge and belief. In addition, I understand that I may be required to provide a copy of a driver's license and/or other information from time to time for use in connection with the verification of my identity and the administration of the Account.

SPECIAL PURPOSE ACCOUNT OWNERSHIP, CONTROL AND USE

I understand that my Special Purpose Account, when established in accordance with this Application, will be my sole and exclusive property; that only I may authorize deposits to and disbursements from my Special Purpose Account; and that I may withdraw funds from and/or close my Special Purpose Account at any time as provided for in the Agreement. I hereby authorize (a) periodic deposits to be made to my Special Purpose Account pursuant to the authorization provided below and (b) periodic disbursements to be made from my Special Purpose Account pursuant to instructions that I may give from time to time. In this regard, I hereby authorize payment from my Special Purpose Account of the fees and charges provided for in this Application and the Agreement.

PERMISSION TO SHARE DATA

I hereby grant permission for the bank selected by Global, Global and the Sponsor to share information regarding my Special Purpose Account and my Program with each other to facilitate the transactions I may initiate that involve my Special Purpose Account, and with any other party that is essential to the administration of my Special Purpose Account and/or my Program. I understand that the Agreement provides additional information relating to privacy.

Applicant Last Name	First Name	M.I.	Social Security #	Date of Birth (mo/day/yr)
LANEY	MICHELE			/1973

Authorized Contact (optional):	First Name	M.I.	Social Security #	Date of Birth (mo/day/yr)

Address	City	State	Zip
109 BIRCHVIEW CT	MOYOCK	NC	27958

Home Phone	EMail Address	Mothers Maiden Name (for future ID purposes)
2524356253	michelelaney@embarqmail.com	

Sponsor	Account Number with Sponsor
Legal Helpers Debt Resolutions, LLC	

AUTHORIZATION TO DEBIT BANK ACCOUNT

Financial Institution Information

Bank Name

NAVY FEDERAL CREDIT UNION

Address	City	State	Zip

Routing Number *	Account Number **

Customer Information

Name (as it appears on check)

MICHELE LANEY

Address (as it appears on check)	City	State	Zip

Amount of Debit	Date of Debit
\$ 624.71	On or after day 1 of each month until further notice.

I hereby authorize Global to initiate debit entries to my ___ checking or ___ savings account at the financial institution named above (my "Primary Bank Account"), in the amount(s) and on or after the date(s) set forth above, and to debit the same to my Primary Bank Account for the purpose of transferring funds to my Special Purpose Account. I represent that my Primary Bank Account exists; that I own it; and that I will maintain sufficient funds in it to permit the debits to clear on the applicable dates. I understand that I may incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented; and that the financial institution providing my Primary Bank Account may also assess a charge if this occurs. In addition, I understand that I may subsequently designate another account for this purpose by contacting Global customer service; that I may also change the corresponding amounts and dates from time to time in that manner; and that the representations I made above about my Primary Bank Account will apply to any other account that I designate.

This authorization shall remain in full force and effect until I give a written termination notice to Global that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to Global customer service at the address set forth in the Agreement. In addition, I understand that Global may terminate this authorization by providing me with a written notice at least ten (10) days prior to the actual termination.

1 Routing Number is the 9-digit number that appears in bottom left-hand corner of your check.
 2 Account Number is to the right of the Routing Number and after the check number on your check.

I prefer to receive my monthly statements:

On-line; or

Via U.S. mail (monthly statements will be mailed if neither box is checked)

Applicant Signature	Date
<i>Michele Laney</i>	3/18/2010

SCHEDULE OF FEES AND CHARGES

Program Fees (refer to your Sponsor Agreement)	
Account Setup (one-time fee)	\$ 0.00
Monthly Service Fee	\$0.00
Transaction & Other Fees:	
Premium Deposit Services	
Wire Transfer	\$ 0.00
Dishonored/returned deposit item	\$ 0.00
Premium Disbursement Services	
Wire Transfer	\$ 0.00
2nd Day Delivery (3PM Central Time Cut)	\$ 0.00
Overnight Delivery (3PM Central Time Cut)	\$ 0.00
Stop Payment Order	\$ 0.00

CUSTOMER SERVICE

Global is the customer service agent for all matters relating to your Special Purpose Account. Any other questions relating to your Program should be addressed to your Sponsor. See the Agreement for the Global payment and correspondence addresses, the address of the Global website and the toll-free Global customer service number.

FOR SPONSOR USE ONLY

ACCOUNT NUMBER

(PLEASE PRINT)

ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT

This Account Agreement and Disclosure Agreement (this "Agreement") contains the terms, conditions, and disclosures that apply to your Special Purpose Account (your "Account"). By signing the application for your Account (your "Account Application") and using your Account, you agree that this Agreement shall apply; and you agree to abide by all of the terms, conditions, and rules set forth herein. If you have questions that you do not believe are addressed in this Agreement, you can and should call, e-mail, or write Global Client Solutions, LLC ("Global") at the number or address shown at the end of this Agreement. Please review this document carefully and keep it with your other important records. In this Agreement, the words, "I", "me", "mine", "my", "you" and "your" mean you and any other party who you authorize to use your Account.

Purpose, Nature and Use of the Account: Your Account is a special purpose account that you can use in connection with the debt settlement program you have undertaken. In general, you will be making periodic deposits to your Account from your primary bank account, and you will be periodically disbursing funds from your Account to repay your debts and the costs associated with your Account and your debt settlement program. Your Account is an FDIC-insured sub-account within a master custodial account maintained at the bank designated by Global (the "Bank"). You are the only one that has the right to authorize the transactions relating to your Account; and you may withdraw funds from your Account and/or close it at any time in the manner provided for below. Your Account may not be used for any illegal purpose.

Passcodes / Passwords: You will be provided with a four-digit passcode (your "Passcode") that you will use to access your Account via the telephone and to identify yourself when contacting a customer service representative. You will also be provided with an initial Internet password (your "Password") that you will use to access your Account via the Internet. You may change your Password from time to time for security purposes and you are encouraged to do so. You are responsible for the protection and use of your Passcode and Password. Do not disclose your Passcode or Password to anyone who does not have your permission to access your Account.

Telephonic / Electronic Communications: You authorize Global to accept and act upon any agreement or instruction received from you or authorized by you, concerning your

Account where you have communicated that agreement or instruction by telephone, facsimile, e-mail or other electronic means using a telephone keypad or computer. Use of your Passcode, Password or any other form of identification designated by you in any transaction constitutes and will be accepted as your electronic signature, as that term is used in the federal Electronic Signature in Global and National Commerce law and other applicable laws.

Authorizing and Initiating Transactions: You have authorized certain transactions to be undertaken in your Account Application. From time to time, you may change those instructions and/or give other instructions to initiate deposits to or disbursements from your Account by using your Password to log into the Global website or by contacting Global customer service. You may also convey instructions through the Sponsor identified on your Account Application, and such instructions may be acted on without further confirmation unless you direct otherwise in writing. In any event, you must always provide a reasonable period of time to act your instructions. All authorized deposits to your account will be initiated pursuant to your instructions from time to time and all authorized disbursements will be made from your Account provided it contains sufficient "good" funds to cover the amount of the disbursement. However, neither Global nor the Bank, nor any service provider to either of them, will be responsible for determining when a payment is actually due, nor shall they be responsible for determining whether a payment is for the correct amount or otherwise proper. Their sole obligation in this regard will be to execute your payment instructions in a commercially reasonable manner as soon as practical after receipt of such instructions; and if they perform in such manner, they shall not be responsible for any late payment fee, penalty or other charge levied by your creditor, for any failure of your creditor to honor a settlement or for any other adverse action taken or not taken by your creditor or any other party.

Fees and Charges: You promise to pay the fees and charges shown in the Schedule of Fees and Charges set forth below and in your Account Application; and you agree that these fees and charges may be deducted directly from your Account. The monthly service charge for the first month in which your Account is opened will not be prorated and will be deemed earned on the first day your account is opened. Thereafter, the monthly service charge will be deemed earned in full on the first day of each calendar month during which your Account remains open. Other fees will be deemed earned at the time of the transaction or the event that gives rise to the fee.

The fees and charges relating to your Account may be increased for any increase in the associated costs and expenses, in which case you will be provided with at least thirty days prior written notice.

Termination of Agreement: You may terminate this Agreement and close your Account at any time by sending a written notice to Global customer service. In addition, this Agreement may be terminated and your Account cancelled at any time without notice for inactivity, if your Account is improperly maintained or used, or if you otherwise violate any provision of this Agreement. If this Agreement is terminated for any reason, the collected balance in your Account will be sent to by check within a reasonable period of time.

Default and Collection of Accounts: If your Account is suspended, cancelled or otherwise terminated for any reason and your Account has a negative balance, you agree to pay the negative balance upon demand. Should you fail to remit the full amount of such negative balance, you shall remain responsible for the deficit and collection actions may be pursued against you. If any such collection action is undertaken, you agree to pay all court costs and collection fees, including reasonable attorney's fees, to the extent permitted by applicable law.

Monthly Statements: You will receive a monthly statement showing your Account activity and balance by mail unless you have elected to receive your statement electronically. Additionally, you may obtain balance and transaction information by using your Passcode to access your Account via the telephone, by using your Password to log into the Global website or by calling Global customer service. You agree to carefully inspect your statement and promptly report any erroneous, improper or unauthorized transactions.

No Interest: No interest will be paid to you on or with respect to your Account.

Consumer Liability: If you believe someone has transferred or may transfer money from your Account without your permission, contact Global customer service immediately. Telephoning is the best way to keep your possible losses down. Only approved personnel will have access to your personal information. Furthermore, auditing mechanisms have been put into place to further protect your information by identifying the personnel who may have accessed and in any way modified, e.g., updated or added to, your personal information.

Webmail

michelelaney@embarqmail.com

± Font size ▾

How to handle phone calls.

From : Bill McGonigle <billm@cdsdr.com>

Mon, Apr 12, 2010 12:33 PM

Subject : How to handle phone calls.

 1 attachment

To : 'MICHELE LANEY' <michelelaney@embarqmail.com>

Michele,

Attached find some information to help you with the creditor phone calls.

Bill McGonigle

Senior Counselor | CDS Debt Resolution

☎: (866) 832-9090 Ext 605

☎: (866) 645-6907

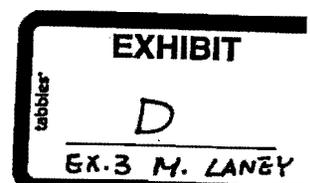
✉: billm@cdsdr.com

🌐: www.cdsdr.com



FDCPA Violations.pdf

503 KB



VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

The Fair Debt Collection Practices Act, commonly referred to as the FDCPA, is a Federal law designed to protect you, the consumer. It clearly spells out the rights you have. It prohibits debt collectors from using dishonest and abusive methods of collecting money owed.

Illegal Practices in Attempting to Collect a Debt:

- A debt collector calls your work after you tell the collector not to call your work.
- A debt collector calls before 8 a.m. or after 9 p.m. in your time zone.
- A debt collector makes an excessive number of phone calls. (Usually, more than 1 call per day.)
- A debt collector claims to be an attorney or sends letters that look like they are from a law office. (Unless the debt collector is actually an attorney.)
- A debt collector continues to contact you even after they have been made aware that you are being represented by an attorney.
- A debt collector tells someone other than you, your spouse, or your attorney that you owe them money.
- A debt collector misrepresents the amount of money owed, or the legal status of the debt.
- A debt collector fails to honor your request for them to cease communication with you.
- A debt collector gives false information regarding your credit.
- A debt collector threatens to garnish your wages or take your personal property. (This can only be done with a court order.)
- A debt collector uses obscene language.
- A debt collector threatens you, or your family.
- A debt collector does not give you a 3 to 10 day notice before cashing a check post-dated issued by five (5) or more days.
- A debt collector threatens you with criminal prosecution or tries to imply you're committing a crime that you could be arrested for and go to jail.

If you feel a debt collector has violated any of your rights under the Fair Debt Collection Practices Act, contact Legal Helpers Debt Resolution and we will assist you with any violations. The debt collector may be required to pay you fines and damages.

PHONE RESPONSE FOR CREDITORS & COLLECTORS

We realize that intentional or not, you may get caught on the phone with creditors and collectors. Your creditors and collectors are calling to find out if you can make a payment. The less information that creditors or collectors obtain about you, the easier it will be for us to negotiate with them.

Below is a short script that may be used when speaking with your creditors. This is a great example of how to handle conversations without giving up more information than is necessary to achieve our primary objective.

PLEASE DON'T BE AFRAID TO HANG UP THE PHONE ON ANYONE CALLING YOU TO COLLECT MONEY AFTER YOU HAVE NOTIFIED THEM YOU ARE CURRENTLY REPRESENTED BY AN ATTORNEY.

BEFORE giving the above explanation, you should first document all calls on your Call Log including: the name of the representative who is calling, the creditor's and/or collection agency's name on the account they are calling about, the last four digits of account number, and phone number of the representative. Also, you may document a brief description of the contents of the call if necessary.

You should advise the caller you are, **"currently being represented by an attorney regarding payment on this account."** Then, provide the caller with LHDR's name and phone number of (866) 528-9169. If the caller persists in speaking to you, just hang up and document the call on the Call Log.

NOTE: It is possible that a creditor and/or collection agency may request LHDR's address. Please inform the caller of the following information as needed.

1. If the caller requests an address for attorney verification, please provide LHDR's Main Office address of: LHDR, Sears Tower, 233 S. Wacker Dr., Suite 5150, Chicago, IL 60606.

2. If the caller requests an address to mail correspondence to, please provide LHDR's Administrative Office address of: LHDR, 2152 DuPont, Suite #101, Irvine, CA 92612.

Webmail

michelelaney@embarqmail.com

+ Font size -

Scanned Documents(DO NOT REPLY)

From : CDS Client Services Inc. <copier@capitaldebtsettlement.com>
Subject : Scanned Documents(DO NOT REPLY)
To : michelelaney@embarqmail.com

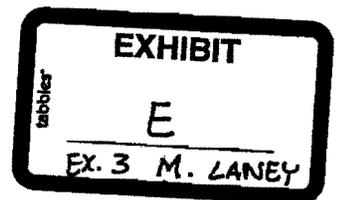
Mon, Dec 27, 2010 01:54 PM

1 attachment

 4018_001.pdf
1 MB



FINALLY RECEIVED
THIS EMAIL AFTER
SEVERAL PHONE REQUESTS
FOR COPIES OF ALL THE
COMMUNICATIONS ON MY
ACCOUNT. TOOK 4 MONTHS
OF REQUESTS BEFORE I
RECEIVED THIS. BY THIS
TIME I HAD ALREADY SPOKE
WITH EACH OF MY CREDITORS
AND DISCOVERED THAT THIS
HAD BEEN THE ONLY
CONTACT WITH LHDR.





LEGALHELPERS
DEBT RESOLUTION, LLC

The National Law Firm of Macey, Aleman, Hyslip & Searns
P: (866) 528-9169 | F: (866) 945-9166 | www.legalhelpersdrcs.com

Urgent Reply ASAP Please Comment Please Review For Your Information

Date: **September 8, 2010**

Send To: **DISCOVER**

From: **Brettany Martinez**

Attn:

Fax: **801-902-4650**

Fax: **866-945-9166**

Phone: **8003472683**

Phone: **866-528-9169**

Number of pages including cover: **2**

Memo

PARTNERS

Melinda Dixon (AL)
Eric Aben (AK)
Cynthia Allmon (AZ)
Steven Berland (AR)
Bryan Bortolotti (CA)
Jason Searns (CO)
Matt Rauscher (CT)
Cynthia Matthews (DC)
Karen Gots (FL)
Bobbie (GA)

Brian Duran (IL)
William North (IN)
Thomas Macey (IA)
Jeffrey Klenoff (IL)
Shashanu Kamath (IN)
Sam Turco (IA)
Keith Weisman (KS)
Debbie Bowman (KY)
Gary Brown (LA)
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Lizette Kocig (MN)
Chris Windsor (MS)
Keith Wickman (MO)
Sean Paul (MO)
Anish Wilkerson (NE)
Sam Turco (NE)
Donald Morris (NV)

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Teresa Meyer (NJ)
Ronald Bonoff (NH)
Walter Coet (NY)
Walt Satten (NC)
Keith Tieder (ND)
Jeffrey Hyslip (OH)
Sam Brown (OK)
Kimberly Wolf (OR)
Thomas Jacey (PA)

Robert McQuinn (RI)
Ashia Corbett (SC)
Tim Hagan (SD)
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Martin Pack (TX)
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Martin Conway (VA)
Timothy King (VT)
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William Murphy (WI)



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233 S Wacker Dr., Suite 5150
Chicago, IL 60606

ADMINISTRATIVE OFFICE
2152 DuPont, Suite #101
Irvine, CA 92612
Ph: (866) 528-9169
F: (866) 945-9166
cs@legalhelpersdracs.com

LETTER OF REPRESENTATION

September 8, 2010

DISCOVER DE 15316
P. O. BOX 15316
WILMINGTON, DE 19850

Re: MICHELE LANEY

Account: [REDACTED]

To Whom It May Concern:

Our law firm represents the above client(s) in regard to payment of the outstanding balance of the account held by your institution.

We are reviewing our client's financial circumstances in order to determine all feasible legal remedies. Although we are prepared to advise our client regarding the full range of appropriate debt resolution options, they have asked us to work directly with your institution to consider any less severe alternatives at the outset. Although it is our responsibility to provide our clients with full protection of their legal rights, it is our intention to respect our client's initial instructions and work directly with your institution regarding resolution of this account.

Please cease and desist all communication with the above client(s) and direct all contact to our Administrative Offices at (866) 528-9169, or via mail at 2152 DuPont, Suite 101, Irvine, CA 92612 in regard to any matter concerning this debt, so we can present this information to our client. Please also take careful notice that the client(s) cannot receive any calls on a mobile phone, in the place of employment and/or a phone intended for business use.

Sincerely yours,

Jeffrey S. Hyslip, Esq.
Managing Attorney
Admitted in Ohio

PARTNERS

Melinda Shapiro (AL)
Eric Aulen (AK)
Cheryl Simmons (AZ)
Steve Westcott (AR)
Richard Gaston (CA)
Jason Searns (CO)
Aizi Rousseau (CT)
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Karen Gatto (FL)
Ben Soule (GA)

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Thomas Macey (IL)
Jeffrey Alanish (IN)
Shoshana Katsid (IN)
Sam Turco (IA)
Keith Weirich (KS)
Debbie Rowland (KY)
Cory Brown (LA)
Joseph Miller (ME)

Scott Kocher (MD)
Troy Moberg (MO)
Leo Light (MO)
Janis Agosto (MA)
John Windsor (MS)
Scott Wellman (MO)
Sean Paul (MO)
Ralph Morrison (MT)
Sam Turco (NE)
Donald Morris (NV)

Brian McCarty (NH)
Travis Nacey (NH)
Harold Brewer (NH)
Marta Cost (NJ)
Grant Patten (NC)
Kerri Troner (NC)
Jeffrey Hyslip (OH)
Ron Shwan (OK)
Amber Holt (OR)
Thomas Healy (PA)

Robert Koozad (RI)
John Conner (SC)
Tim Hagen (SD)
Evan Mathew (TN)
Martin Pass (TX)
Oliver Myers (UT)
Martin Conway (VA)
Timothy King (VT)
Mona Lisa Gacutan (WV)
William Murphy (WV)



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Urgent
 Reply ASAP
 Please Comment
 Please Review
 For Your Information
 Date: **September 8, 2010**

Send To: **American Express** From: **Brettany Martinez**

Attn: _____

Fax: **978-686-3538** Fax: **866-945-9166**

Phone: _____ Phone: **866-528-9169**

Number of pages including cover: **2**

Memo

PARTNERS

- | | | | | |
|------------------------|----------------------|----------------------|----------------------|-----------------------|
| Melinda Dionne (AL) | Greg Dorn (FL) | Sonia Kachhal (MD) | Brian McCaffrey (NY) | Robert Acquard (RI) |
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Ph: (866) 528-9169
F: (866) 945-9166
cs@legalhelpersdracs.com

LETTER OF REPRESENTATION

September 8, 2010

AMERICAN EXPRE
P. O. BOX 981537
EL PASO, TX 79998

Re: MICHELE LANEY

Account # [REDACTED]

To Whom It May Concern:

Our law firm represents the above client(s) in regard to payment of the outstanding balance of the account held by your institution.

We are reviewing our client's financial circumstances in order to determine all feasible legal remedies. Although we are prepared to advise our client regarding the full range of appropriate debt resolution options, they have asked us to work directly with your institution to consider any less severe alternatives at the outset. Although it is our responsibility to provide our clients with full protection of their legal rights, it is our intention to respect our client's initial instructions and work directly with your institution regarding resolution of this account.

Please cease and desist all communication with the above client(s) and direct all contact to our Administrative Offices at (866) 528-9169, or via mail at 2152 DuPont, Suite 101, Irvine, CA 92612 in regard to any matter concerning this debt, so we can present this information to our client. Please also take careful notice that the client(s) cannot receive any calls on a mobile phone, in the place of employment and/or a phone intended for business use.

Sincerely yours,

Jeffrey S. Hyslip, Esq.
Managing Attorney
Admitted in Ohio

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Eric Auer (AK)
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Marilyn Conway (VA)
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Monica Lisa Gaurant (WA)
William Murphy (WV)



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Urgent
 Reply ASAP
 Please Comment
 Please Review
 For Your Information
 Date:

Send To:
 From:

Attn:

Fax:
 Fax:

Phone:
 Phone:

Number of pages including cover:

Memo

(This area is intentionally left blank for the memo content.)

PARTNERS

- | | | | | |
|------------------------|-----------------------|-----------------------|---------------------|------------------------|
| Melinda D'Amico (AU) | Greg Dunn (NY) | Sonia Kochhar (MD) | Erin McCaffrey (PA) | Robert Jacques (RI) |
| Eric Auer (AZ) | William Ruff (MO) | Troy Harrison (MA) | Thomas Nacey (RI) | John Garbutt (SC) |
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| Berk Soub (GA) | Jeremy Miller (ME) | Donald Norris (NV) | Thomas Nacey (PA) | William Murphy (WA) |



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DEBT RESOLUTION, LLC

The National Law Firm of Macey, Aleman, Hyslip & Searns
P: (866) 528-9169 | F: (866) 945-9166 | www.legalhelpersdracs.com

MAIN OFFICE
Sears Tower
233 S Wacker Dr., Suite 5150
Chicago, IL 60606

ADMINISTRATIVE OFFICE
2152 DuPont, Suite #101
Irvine, CA 92612
Ph: (866) 528-9169
F: (866) 945-9166
cs@legalhelpersdracs.com

LETTER OF REPRESENTATION

October 8, 2010

SMITH DEBNAM
PO BOX 26268
RALEIGH, NC 27611-6268

Re: MICHELE LANEY

Account # [REDACTED]

To Whom It May Concern:

Our law firm represents the above client(s) in regard to payment of the outstanding balance of the account held by your institution.

We are reviewing our client's financial circumstances in order to determine all feasible legal remedies. Although we are prepared to advise our client regarding the full range of appropriate debt resolution options, they have asked us to work directly with your institution to consider any less severe alternatives at the outset. Although it is our responsibility to provide our clients with full protection of their legal rights, it is our intention to respect our client's initial instructions and work directly with your institution regarding resolution of this account.

Please cease and desist all communication with the above client(s) and direct all contact to our Administrative Offices at (866) 528-9169, or via mail at 2152 DuPont, Suite 101, Irvine, CA 92612 in regard to any matter concerning this debt, so we can present this information to our client. Please also take careful notice that the client(s) cannot receive any calls on a mobile phone, in the place of employment and/or a phone intended for business use.

Sincerely yours,

Jeffrey S. Hyslip, Esq.
Managing Attorney
Admitted in Ohio

PARTNERS

Melinda Blomms (AZ)
Eric Kuten (AK)
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LEGALHELPERS
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Urgent Reply ASAP Please Comment Please Review For Your Information Date: **September 8, 2010**

Send To: **NAVY FEDERAL CREDIT UNION**

From: **Brettany Martinez**

Attn: _____

Fax: **703-206-2730**

Fax: **866-945-9166**

Phone: _____

Phone: **866-528-9169**

Number of pages including cover: **2**

Memo

PARTNERS

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LETTER OF REPRESENTATION

September 8, 2010

NAVY
820 FOLLIN LANE
VIENNA, VA 22405

Re: MICHELE LANEY

Account # [REDACTED]

To Whom It May Concern:

Our law firm represents the above client(s) in regard to payment of the outstanding balance of the account held by your institution.

We are reviewing our client's financial circumstances in order to determine all feasible legal remedies. Although we are prepared to advise our client regarding the full range of appropriate debt resolution options, they have asked us to work directly with your institution to consider any less severe alternatives at the outset. Although it is our responsibility to provide our clients with full protection of their legal rights, it is our intention to respect our client's initial instructions and work directly with your institution regarding resolution of this account.

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Sincerely yours,

Jeffrey S. Hyslip, Esq.
Managing Attorney
Admitted in Ohio

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Matti Pack (TX)
Olyve Myers (UT)
Adrian Conway (VA)
Timothy King (VT)
Mono Lisa Gacchar (WA)
William Murphy (WI)

Webmail

michelelaney@embarqmail.com

± Font size -

LHDR Cancellation Confirmation

From : dianar@legalhelpersdracs.com

Fri, Feb 04, 2011 12:40 PM

Subject : LHDR Cancellation Confirmation

 1 attachment

To : MICHELE LANEY <michelelaney@embarqmail.com>

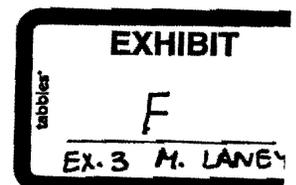
Dear MICHELE LANEY,

Please find the attached document from Legal Helpers Debt Resolution.

Diana Ramos
Sr. Debt Counselor
Legal Helpers Debt Resolution
(866)-528-9169
(866)-945-9166
dianar@legalhelpersdracs.com
www.legalhelpersdracs.com



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cs@legalhelpersdracs.com

TERMINATION LETTER

Date: 02/04/2011

MICHELE LANEY
109 BIRCHVIEW CT
MOYOCK, NC 92758

Dear MICHELE LANEY :

Per your request, we are terminating representation on your file and will close it. Please note that the retainer fee has been earned by the work of our attorneys. Furthermore, based on a review of your file, we believe that the costs have also been earned.

We can no longer accept any creditor phone calls on your behalf, nor handle any further creditor mail. **Our office no longer represents you in any matters pertaining to your debts.** Our lawyer/client relationship is hereby terminated.

We understand how difficult things can be when you are in debt. We are willing to discuss with you, at no additional fee, whether bankruptcy is appropriate for you. We hope that if you do not use our services, that you at least find someone who can help you. If you wish at any time to re-open your file with our office, there may be additional fees charged based on the amount of time that has passed and any changes in your circumstances.

Regards,

Jeffrey S. Hyslip, Esq.
Partner
Licensed in Ohio

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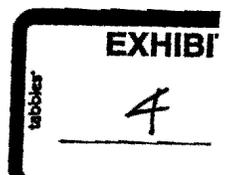
STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF ALBERT R. COOPER

I, Albert R. Cooper, being first duly sworn, state as follows:

1. I am a resident of Knightdale, North Carolina.
2. I am 59 years old and my wife, Jameshia, is 42 years old.
3. My wife works part-time in a hair salon. I retired in May of 2008 from my job with the State of North Carolina (I worked in the vital records division of the Department of Human Resources). Since my retirement, I have worked part-time in my church as a music minister.
4. Even with my part-time income, our finances became more difficult to manage after I retired. We became overextended when I used some of my money to help family members with burial expenses, which caused me to be late in filing my income taxes. I worked my tax issues out with the IRS in 2010, but as a result I began to get behind in paying my other bills. In particular, I had a difficult time keeping up with our mortgage payments. I fell two months behind in making these payments to Flagstar Bank, our mortgage lender.
5. I tried to work out an arrangement with Flagstar whereby I could make smaller payments to catch up on the two-month arrearage, but Flagstar told me it would not accept such an arrangement. Flagstar wanted the total two-month payment made at once, plus late fees. I became increasingly desperate because I feared we would lose our home, and I asked if Flagstar would consider modifying our mortgage. Flagstar refused.



6. At the time that I was discussing this with Flagstar, I was contacted on the phone by a company that called itself a "law group" that assists people in obtaining loan modifications. The company identified itself as The Law Firm of Macey, Aleman & Searns, though in my later dealings with them they also used the name Macey, Aleman, Hyslip & Searns, and Legal Helpers Debt Resolution, LLC ("LHDR"). They repeatedly called my home, telling me they knew I was behind in my mortgage payments and could help me out by getting a loan modification. They stated they operated out of Scottsdale, Arizona. They were very convincing in these phone calls, so in November of 2010 I decided to hire them to represent me in obtaining a loan modification.

7. My contact person with LHDR was Kelly Sibert. He told me he was an attorney. He explained that his firm had experienced lawyers and staff who could help me save my home by doing a loan modification. He told me the loan modification would stop any foreclosure proceedings and would lower my monthly mortgage payments, interest rate, and mortgage principal.

8. While on the phone with Mr. Sibert, I explained that I had been denied a payment plan by Flagstar that would allow me to catch up on my two past-due payments. Mr. Sibert essentially told me I did not know how to deal with banks and that he and the other attorneys at LHDR were experienced in working with mortgage companies. Mr. Sibert went on to explain that after LHDR began representing me I should not contact or deal with Flagstar. He told me LHDR would handle everything. He also told me I should cease making my monthly mortgage payments to Flagstar.

9. Mr. Sibert stated that it would take about 90 to 120 days to obtain a loan modification. He told me that LHDR would provide to Flagstar all the documents and

information necessary to obtain a loan modification. I received a letter from LHDR which repeated what Mr. Sibert said, that loan modifications typically take 90 to 120 days to work out. Exhibit A is a copy of that letter.

10. In explaining the loan modification program to me, Mr. Sibert told me an attorney would be representing me. I asked him for the name of the lawyer but Mr. Sibert would not give me the name. He did assure me that LHDR had a lawyer in North Carolina who would represent me.

11. Despite these promises, I never spoke to or met with a North Carolina attorney. LHDR never provided me any contact information for a North Carolina attorney.

12. Toward the end of the conversation, Mr. Sibert explained that I would have to pay a total of \$2,600.00 for the loan modification. He told me I could make installment payments.

13. LHDR e-mailed me a Retainer Agreement, which I signed on 12/8/10. A copy of this agreement is attached as Exhibit B. Prior to signing the agreement, I had given LHDR my bank account information, which allowed my account to be electronically debited the installment payments. On 12/23/10, the first installment of \$315.00 was withdrawn from the account. On 12/30/10, another \$315.00 was withdrawn. On 1/31/11, \$375.00 was withdrawn. On 2/10/11, \$335.00 was withdrawn. On 2/28/11, \$630.00 was deducted. The final withdrawal was on 3/25/11 in the amount of \$630.00. These amounts add up to \$2,600.00. Exhibit C is a copy of my account statements showing these withdrawals.

14. On 12/23/10, I sent to LHDR all the documents which LHDR indicated were necessary for my loan modification. Exhibit D is a copy of the checklist of those documents which I sent to LHDR.

15. During my involvement with LHDR I was assigned to approximately fifteen different people who claimed to be working on my loan modification. Almost every time I called to inquire about the status of my loan modification I would be connected with a different person.

16. Over the next several months LHDR kept requesting the same documentation from me. I would speak with a different person who would tell me, "so-and-so has that documentation, but I need additional documentation." And, the additional documentation would be something I had already sent. I became increasingly frustrated.

17. I supplied all of the requested documentation in a timely manner. I supplied documents such as pay stubs, bank statements, and utility bills, but LHDR continued to ask for these documents over and over again.

18. Eventually, I received a letter from Flagstar stating that I was denied a loan modification. When I followed up with Flagstar I learned that LHDR had waited until March of 2011 to submit the documentation requesting a loan modification, and that LHDR had not even submitted all the necessary documents.

19. On April 25, 2011, Flagstar's attorneys sent me a letter stating that Flagstar was initiating foreclosure proceedings. Exhibit E is a copy of that letter. I then received a Notice of Hearing stating that the foreclosure hearing would be held on June 2, 2011 at the courthouse in downtown Raleigh. Exhibit F is a copy of the Notice of Hearing.

20. I called LHDR well in advance of the hearing and made them aware of the hearing date. LHDR responded with an e-mail which confirmed their representation and which

instructed me to show the court, as proof of LHDR's representation, a Power of Attorney form which I had signed. A copy of the Power of Attorney is attached as Exhibit G.

21. At the hearing, I expected a lawyer from LHDR to show up to represent me, but no one appeared. I showed the court the Power of Attorney, and the court postponed my case because my lawyer wasn't there. This happened repeatedly. My case was scheduled for a hearing four times, and each time I notified LHDR about the hearing, but no one from LHDR ever appeared at the hearings. Instead, LHDR sent me a "To Whom it May Concern" letter before each hearing, which I showed to the court and which resulted in another postponement. These letters, which are attached as Exhibit H, basically explained that LHDR was representing me for the purpose of obtaining a loan modification, and that the loan modification request had been submitted to Flagstar for review.

22. Finally, in one of my conversations with the Clerk of Court, the Clerk explained that it was illegal for LHDR to charge up-front fees for loan modification services. When I learned this I called LHDR. I told them I no longer desired their services and I asked for a refund of my \$2,600.00. I felt that I was entitled to a full refund because what LHDR was doing was illegal, because they had not obtained a loan modification and indeed had been late in submitting my loan modification request, because they had not even submitted complete documentation to Flagstar, and because they had not shown up to represent me in the foreclosure proceedings.

23. In my dealings with LHDR I spoke with many people. I cannot recall all of their names, but I do recall speaking with the following: Jessica Black, Krystal Erickson, Mr. Natt, Chris McKay, Ms. Heinzorling, Ms. Peter, Ms. Kim Snead, Donald Dowd, Don Sulzer, and Ms.

Comprone (the Client Relationship Manager). It was Ms. Snead who told me I would not get a refund of my money.

24. At the advice of LHDR I ceased making payments to Flagstar and am now over twelve months behind in my mortgage payments.

25. After LHDR denied my request for a refund, I asked to speak with my attorney, Mr. Sibert, and was told that he no longer worked with the firm. In a later conversation I found out he was still there.

26. After I terminated my agreement with LHDR, I contacted Flagstar and a mortgage counseling agency. The agency is trying to find out if I qualify for a program that will save our home from foreclosure.

27. I contacted the Attorney General's office in Arizona and North Carolina to complain about the conduct of LHDR. Shortly after I did this, LHDR called me and offered \$500.00 to resolve my dispute over the \$2,600.00. I refused this offer. They then made a "final" settlement offer of \$800.00. I refused to accept this offer, and again requested a full refund of the \$2,600.00. The representative told me I was not entitled to a refund and repeated that \$800.00 was their final offer. When I again refused I was told that LHDR would send a letter confirming that they are no longer representing me and that I had refused their offer.

28. I feel that LHDR did not provide the service they promised and that they took advantage of my desperate situation. I was told that their attorneys would be able to obtain a loan modification, and no such modification was ever accomplished. I was told that LHDR was representing me during foreclosure proceedings, yet no attorney ever appeared on my behalf. I was told I would be represented by an attorney in North Carolina, yet I never spoke with, or was

given contact information for, a North Carolina attorney. I was told to cease making payments to Flagstar, and because I followed that advice I am now further behind in my mortgage payments.

Albert R Cooper
Albert R. Cooper

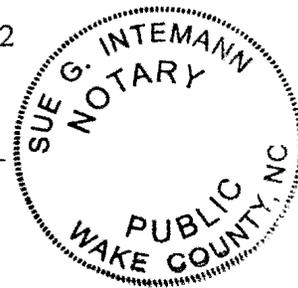
6/5/12
Date

Sworn to and subscribed before me

This the 5 day of June, 2012

Sue G Intemann
(Notary Public)

My Commission Expires: Feb 5 2013





LEGALHELPERS DEBT RESOLUTION, LLC

The National Law Firm of Macey, Aleman, Hyslip & Searns

PARTNERS: MAIN OFFICE

- Melinda D'onne (AL)
- Eric Aulen (AK)
- Carlene Simmons (AZ)
- Sieve Westerfield (AR)
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Sears Tower
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ADMINISTRATIVE OFFICE

17767 N. Perimeter Dr., Suite B101
Scottsdale, AZ 85255
Phone: (866)569-1213
Fax: (866)563-5708

Dear Client,

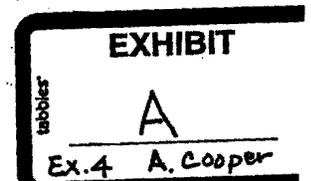
Thank you for entrusting your home to Legal Helpers Debt Resolution, LLC. We look forward to working with you and finding a mortgage solution to fit your needs. We are here to find a mortgage workout which will fit not only your current financial situation but allow you financial security in the future as well.

We know this is a stressful time for you and our goal is to help alleviate as much of that stress as possible. Following is basic information regarding the workout process. If you have a question that isn't addressed, please do not hesitate to contact us so we can answer your questions and help put your mind at ease.

Modification programs, as well as other workout solution programs, are ever changing. While many of these changes may help you as the homeowner, the downside is that the workout process is often delayed or extended as the new programs are implemented. Currently we are seeing many workouts take anywhere from 90-120 days; however, every case is unique based upon each client's servicer and circumstances. Fortunately by using an attorney you have a significant advantage over homeowners who attempt workouts on their own because we are familiar with the process and expedite it through our contacts.

Please take time to read through the following information and keep a copy handy during the workout process.

- Collection activity on your account will continue up to the point of the foreclosure sale. Servicers have a duty to the investor on your loan to proceed with the foreclosure proceedings so that the process does not have to be restarted should a workout solution not be obtained. Foreclosure proceedings are timely and expensive. Expect to receive notices of Intent to Accelerate, Notice of Election and Demand (often called Notices of Default), and Trustee sale notices. Do not panic but do forward the correspondence to us so that we may keep abreast of the situation and can inform you on the contents of the Notices. Remember that while your modification is in review the foreclosure sale will not occur.



- A mortgage workout may affect your credit to some extent. However, remember that if you are missing mortgage payments your credit score has already been damaged. Your goal is to save your home; focus on that first and then worry about your credit score after the workout is complete. If you are not able to save your home, your credit score will drop drastically lower than if you obtain a mortgage workout. That is why it is essential for you to pursue a workout rather than walking away from your home.

Let's examine how a loan modification, for example, may affect your credit rating. When a modification is received a servicer will continue to report the state of delinquency you were in at the time the modification was granted and also report that you are in a payment plan rather than paying the full payment amount. In other words, if you are 60 days delinquent at the time the modification is granted, you will continue to be reported as 60 days delinquent but paying a partial payment. This is good because you will not roll into a 90 day collection status and it shows you are making at least partial payments; however being reported as making partial payments still drops your credit score.

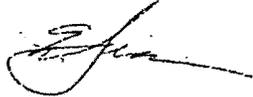
- If you are spending money on non-essential items the banks may not be as sympathetic to your situation. Therefore, it's important that you are reasonable regarding your non-essential expenses when we are evaluating your financial situation prior to submitting the modification request to your bank. Remember, we're here to help you through this process and can provide details on what expenses the bank may flag as superfluous. For our clients, saving their home is the first priority and the servicer must see this.
- You must save as much money as you can during this process. If you are not making your mortgage payment, you will have funds remaining each month that you can begin to save. If you are not making your mortgage payment, it is possible that your servicer/investor will require a good-faith payment prior to implementing a workout. While we don't see this as often as we used to, it is a possibility that we must mention. Also, remember that servicers know that you haven't been making your mortgage payment and they will expect that you have been saving as much of this money as possible to help keep your home. If there is no evidence that you have been managing your money, the servicer/investor may question your ability to make even a modified payment, thereby potentially denying your workout.
- We must have a valid email address for you and you must check your email frequently. Our main method of communication will be via email. This is to ensure that communications are received as well as allowing you to have documentation to reference should you have questions during the process. Email is always the best way to reach us since we often work extended hours and weekends. We would hate to wake you or interrupt family time!
- We will update you on the status of your modification every 7-10 days even if it's only to tell you that there is no news. Please remember that there will be an extended period of time after your modification request is submitted while the servicer is evaluating the documentation for thoroughness. We will know as soon as your servicer needs anything or has any news for us since we are continually monitoring the progress of your modification. We will call you within 24 business hours after any development has occurred. Otherwise, remember to expect an email or phone call every 7-10 business days. Also, please note that our system will automatically generate an email every time we speak with you or attempt to make contact. These emails are constantly monitored so feel free to respond to them!

- You must return all attorney phone calls and emails within 24-48 business hours. Many servicers provide a very short window to submit additional documents or answer questions. Failure to respond to our communications will hinder the workout process and possibly close out your workout request if the servicer becomes impatient.
- All requested documentation must be sent to us within 48-72 business hours. We will notify you by phone and/or email should we need additional information or documentation. **During the workout process it is a great idea to set aside a folder in which to keep all current bank statements, pay stubs, or any other information you may need to grab at a moment's notice.**
- Please expect us to request additional information. Many servicers are requesting updated documents frequently. While we have all your documents in your case file, we will often cut the servicer off at the path and just submit a more recent version of the original documentation. Please be patient with this inconvenience since the servicers will close your file if they do not receive the requested documents.
- You must immediately send us all communications you receive from your servicer. While the servicer should direct all communications to the Firm, there is often miscommunication between departments and communications with the homeowner will continue. Simply make sure to forward us any written communication should this occur. If the communication occurs verbally tell the caller that you are represented by an attorney so all communications should be directed to the Firm. Provide the caller with the Firm's name and phone number and advise the caller to cease and desist contacting you....
- You will be assigned a specific attorney and/or caseworker to handle your file. Please use the contact information which your caseworker provides. Do not be alarmed if you hear from someone other than your caseworker. While you will most often have one specific point of contact, we always work as a team to ensure your file is handled with care.
- If you call the Firm, we will make every effort to return your call by the close of that business day, but please allow up to 24 hours to receive a return phone call. Please make sure to leave your phone number and reason for your call. Additionally, please do not leave multiple phone messages, as this slows the process for returning calls.
- While we will not tell you not to speak to your servicer, we must advise you that to do so is risky. We have seen several clients hurt by deceptive practices when their servicer calls. Unfortunately, you will most likely be contacted by the collections department which has little to no knowledge regarding the loss mitigation department. We frequently see collections agents threatening our clients or trying to scare them into making a payment. We have even heard, first hand on a conference call, a collection agent saying that no attorney had been working the case. Of course once we were transferred to the loss mitigation department the client was relieved to see that everything was on track and that the collection agent had been lying about the payment as well as not being represented by an attorney. Remember, too, that you submitted financials to us which we in turn gave to your servicer. They may try to get you to resubmit your financials over the phone. Since it may have been awhile since you sat down with your bills you could accidentally give them wrong information which could delay or even cancel your workout request. Again, direct the caller to contact the Firm and we will handle the servicer's request.

We ask that you sign and return a copy of this letter to our office. We wish to ensure that you have received a copy and have decided to move forward with the modification after becoming thoroughly informed on the process.

Again, we welcome you as a client. Please do not hesitate to contact our offices with any questions or concerns. We look forward to working with you and helping you regain your financial security.

Sincerely,



Jason E. Searns, Esq.
Partner
Legal Helper's Debt Resolution, LLC

I, _____, have read and understood the above information and am giving my informed consent to continue with the modification process. I have had an opportunity to consult an Attorney of my choosing regarding the contents of this letter.

Client Signature

Client Signature (if applicable)

Client Printed Name

Client Printed Name

Date

Date

RETAINER AGREEMENT

I. Parties and Purposes: This agreement for legal services is entered into on the date shown below between Legal Helpers Debt Resolution, LLC, also known as the law firm of Macey, Aleman, Hyslip & Searns (hereinafter referred to as LHDR) and Albert Cooper (hereinafter referred to as Client) LHDR is engaged to represent Client in the matter of negotiations for mortgage workout solutions including, but not limited to, loan modifications, forbearances, deed-in-lieu, short-sales or repayment plans. This contract is solely between LHDR, any assigns, or related entities that may be formed in the future and not any individual, partner, member, or employee of LHDR. LHDR is a debt relief agency and law firm that provides debt resolution services to its clients.

II. Condition of Effectiveness: This Agreement does not take effect, and LHDR has no obligation to provide any services, until both the Client and LHDR have executed a copy of this Agreement, delivered such copy to the other party, and the Client makes an initial flat fee payment as provided for in Paragraph VIII.

III. Limited Retention: LHDR and Client agree that LHDR will attempt to enter into a mortgage workout solution with Client's mortgage servicer(s). Client agrees that LHDR is retained to perform the following services in connection with the matter: evaluation of client financial data in relation to client's mortgage(s); review and evaluation of Client's current loan terms; Client counseling of mortgage workout options and corresponding likelihood of success; communicating and negotiating with the servicer of the note and/or its assignees (including but not limited to investors and trustees) to effectuate a workout solution for the Property; review, assessment, and explanation of workout details of documents memorializing workout terms. Client agrees that LHDR is not retained to perform the following services:

- a. Tax, financial planning or accounting advice;
- b. Attempt to repair credit or correct entries on credit reports;
- c. Any bankruptcy advice, except as specifically provided for below;
- d. Represent Client in the filing, pursuit, or defense of any litigation of any matter related or unrelated to the mortgage loan documents associated with the Property and/or the Property itself, or in any matter before a court, including foreclosure proceedings, or in any arbitration or hearing;
- e. Perform other debt resolution services such as debt settlement; or
- f. Eliminate harassment or collection calls from collectors.

In the event a creditor or collector sues Client, whether related to a debt obligation or any other claim, LHDR is under no obligation to provide representation. LHDR will discuss specific debt related issues with Client and, if appropriate, offer additional legal services in regard to bankruptcy or other debt resolution services for Client's consideration.

Client Initials

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Fig. A Cooper

IV. Term: The term of this agreement shall commence on the effective date and continue until the negotiated resolution of a mortgage workout disclosed by Client in Exhibit A of this Agreement or until termination of this Agreement as provided in Paragraph XIII.

V. Subcontracting Specific Law-Related Tasks: LHDR may subcontract certain law-related tasks including negotiations with mortgage servicers and certain customer support responsibilities to a third party with comparable or greater aptitude in these law-related services. LHDR and other legally trained, licensed personnel will supervise all negotiations and customer support. Subcontracting of any such services will not increase or affect in any manner the amount of the Client's flat fee.

VI. Client Obligations: The Client will perform the following obligations:

- a. Provide LHDR with all information and documents in regard to mortgage(s) Client seeks to modify. Such information provided must contain the current account balance and the name of the creditor and account number.
- b. As an ongoing obligation, Client will provide all information related to the mortgage(s) as requested by LHDR. All information provided by Client must be complete, truthful, and accurate. LHDR is under no obligation to verify information supplied by Client. Client will forward all correspondence from servicers, government entities, and public trustees, including collection letters, demands, complaints, Notices of Default, and Notices of Sale. If a servicer contacts Client, Client will not engage in negotiation or workout discussions. Rather, Client will inform servicer that Client is represented by LHDR, provide the servicer with LHDR's contact information, and advise servicer that all future communications shall be directed through LHDR. If a servicer engages in harassing or abusive conduct, the Client will promptly notify LHDR and provide complete and accurate information regarding such contacts.
- c. Client will respond to all requests, communications or documentation from LHDR or its representatives within 72 hours and will promptly provide LHDR with any change of address or other contact information.
- d. Subsequent to the execution of this Agreement, Client shall pay a flat fee in accordance to the total mortgage balance(s) to be negotiated as set forth in the attached payment schedule, hereby included in Exhibit B of this Agreement, incorporated by this reference.
- e. Client agrees to timely fulfill all modification requirements, mortgage terms, and make all mortgage payments negotiated by LHDR and approved by Client.

Client Initials

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VII. Law Firm's Obligations: In consideration for Client's obligations as stated in Section VI, LHDR agrees to use its best efforts to obtain a successful workout for Client by providing basic legal services in connection with the mortgage workout for Client on an efficient and cost-effective basis. Client expressly agrees that LHDR makes no specific guarantee regarding the outcome of the case, including but not limited to, successful mortgage modification or workout and/or whether or not LHDR can negotiate a workout consistent with Client's needs. LHDR offers its advice based on the information as disclosed by Client and Client agrees that LHDR is not responsible and assumes no liability for changes in the law, changes in Client's financial situation, and/or facts as revealed after review of documentation that could affect in any way any advice LHDR gives Client. LHDR will adhere to the minimum performance standards as outlined in the Payment Schedule.

LHDR and its staff will timely respond to all Client inquiries and keep the Client informed as to developments in negotiations and all offers of mortgage workouts. LHDR's obligation to negotiate shall only apply to the Property and corresponding mortgage(s) as disclosed by the Client. The details of such obligation are included in Schedule A of this Agreement.

VIII. Fees and Costs: In consideration for all services to be rendered, Client agrees upon execution of this Agreement to pay LHDR a flat fee as set forth in the Payment Schedule attached to this agreement.

Client acknowledges that this Agreement is based on a Flat Fee earned, not billed by the hour. However, for accounting of earned and unearned fees only, fees are calculated in 6 minute intervals, with 6 minutes being the minimum time billed for any one project. Hourly fees are billed at the following rates: legal assistants/caseworkers, \$50.00/hr.; paralegals/underwriters/negotiators, \$90.00/hr.; Managing paralegals/underwriters/negotiators, \$150.00 hr.; Attorneys, \$300.00/hr.

The implementation, management, maintenance, and supervision of a mortgage workout shall be performed under the direct supervision of LHDR attorneys by American Platinum (hereinafter referred to as AP). LHDR has a non-exclusive reciprocal referral agreement with AP to provide these services directly and through their agents under LHDR's direct supervision. These are services required for mortgage workout services but are not legal services. There is no attorney-client relationship between Client and AP in regard to these services and any specific communications between Client and AP are not protected by attorney-client privilege. AP cannot and will not provide any legal advice to the Client other than as communicated through AP by LHDR and under LHDR's supervision.

Client Initials

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IX. Credit Card Payment Authorization: By signing this agreement and completing the attached credit card authorization form, Client authorizes LHDR to deduct some or all legal fees via a one-time credit card payment authorization. Such authorization shall be effective upon execution of the Agreement by both Parties. It is also understood that if an initial credit card payment fails for any reason, LHDR is under no obligation to provide any legal or law-related services under the Agreement until such time the client successfully recompenses LHDR.

Electronic Payment Authorizations: By signing this agreement, and completing the attached Electronic Funds Transfer authorization, Client authorizes LHDR to deduct all legal fees via electronic payment authorizations from an authorized checking, savings, or other account. Client understands that if an initial Electronic Funds Transfer ("EFT") fails for any reason, LHDR is under no obligation to provide any legal or law-related services under the Agreement until such time the client successfully recompenses LHDR. LHDR requires a minimum of five (5) business days to change any scheduled EFT from an authorized bank account. **It is also understood that Client shall not make or request more than one payment date alteration during the contract. Client will be charged an additional service fee of forty dollars (\$40) for any payment date alteration. Any payment returned as Non-sufficient funds "NSF" will be charged a \$35 returned check fee that will be due with the payment replacing the NSF payment.**

X. Client Acknowledgement: Client acknowledges and agrees that:

- a. The outcome of LHDR's negotiation of any mortgage workout is uncertain and results may vary;
- b. The services provided by LHDR do not include the modification, collection or improvement of Client's credit reports;
- c. LHDR's mortgage workout negotiations may not prevent servicer's harassment, nor prevent phone calls from servicer's various departments to Client;
- d. Collection activity by the servicer will continue during the mortgage workout negotiations up to and including receiving Notices of Default and Notices of Sale. Client may be sued by the servicer and foreclosure actions may proceed. While LHDR will negotiate with the servicer to stop or postpone the sale date while the mortgage workout is under review, there is no guarantee that such postponement will occur. Should a postponement request not be granted, LHDR's services, pursuant to this agreement, do not include legal representation in defense of a suit, and/or stopping or defending a foreclosure action.
- e. The discharge of indebtedness may be considered a taxable event and Client should consult a tax professional for any such advice or services.

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- f. **It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer. You may call your lender directly to ask for a change in your loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from your local HUD office or by visiting www.hud.gov.**

XI. Minimum Performance Standard: Client understands and agrees that should LHDR not be able to obtain a successful mortgage workout, Client's file will be reviewed and submitted to the servicer for other loss mitigation options to avoid foreclosure. These options may include, but are not limited to, negotiations for a short sale, deed-in-lieu, cash for keys, or when available, a lease back program. Should all loss mitigation options fail, LHDR will refund fees in accordance to the amount of work and time spent on Client's file. A successful mortgage modification workout is defined as follows:

- a. The workout results in obtaining a mortgage payment, which without other outstanding debt and/or non-essential expenses, results in Client having a
- b. positive monthly cash flow each month or the modified terms create a more favorable loan.

CLIENT UNDERSTANDS AND AGREES THAT THIS IS A RESULTS BASED MINIMUM PERFORMANCE STANDARD AND NOT A SATISFACTION MINIMUM PERFORMANCE STANDARD. THIS MINIMUM PERFORMANCE STANDARD WILL NOT BE TRIGGERED IF A SUCCESSFUL WORKOUT AS DEFINED ABOVE IS OBTAINED.

XII. Impact on Credit Rating: Client acknowledges that nonpayment, late payments, and mortgage workout options may result in derogatory credit information transmitted to the major credit reporting agencies. LHDR takes no responsibility for such derogatory credit reporting. LHDR does not provide debt consolidation services, nor credit repair services, and Client acknowledges herein that it received proper notice regarding possible consequences to the Client's credit rating.

XIII. Termination and Severability: Client agrees that both parties may sever the relationship at any time. The party choosing to terminate the agreement will document the decision by sending a 30-day written notice to the other party. The termination will occur upon receipt of such notice. If such termination occurs, the Client will be given an accounting of fees earned and shall only be responsible for the fees incurred through the date of cancellation and the initial flat fee. LHDR may cancel this agreement if the Client fails to make payments as previously agreed upon. If any legal action is brought regarding this agreement, the prevailing party shall be entitled to legal fees and court costs.

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- XIV. Authorizations:** The Client authorizes LHDR as follows:
- a. The Client authorizes LHDR to disclose information regarding Client's financial condition or status to servicers holding Client's mortgage(s) in regard to any income and expenses and/or any debt settlement programs or bankruptcies that the Client may be or have been involved in. Further, LHDR may obtain information concerning Client from such creditors.
 - b. Client authorizes LHDR to disclose to servicers, investors, and any assignees that LHDR and its representatives, or subcontractors, are authorized to negotiate mortgage workout options on behalf of the Client.
 - c. Client authorizes LHDR to negotiate mortgage workout solutions.

XV. Confidentiality: LHDR agrees that any information provided by Client will be kept confidential and only be used in providing the negotiation and modification services described in this Agreement.

XVI. Disclosures and Disclaimers: Client acknowledges and understands that LHDR will not agree to provide the services under this Agreement absent Client's full understanding and acceptance of the basis for the work to be performed. LHDR and its agents and representatives provide services related to mortgage workout solutions. LHDR cannot and does not make any guarantee of any kind regarding the success of any negotiation in regard to such workout. Client acknowledges that each case is unique and that results may vary.

Client understands that there are other remedies available in regard to their goal of mortgage workouts including short sales, deed-in-lieu, consumer credit counseling and bankruptcy. (See **Exhibit A of this Agreement for further information**).

Mortgage workouts may decrease a mortgage's interest rate, extend the terms of the mortgage, and possibly forbear some of the principle owing on the mortgage. A workout will most likely impact a Client's credit rating less than a short sale and deed-in-lieu may impact Client's credit rating. A short sale and deed-in-lieu may impact less on the Client's credit rating than a foreclosure and bankruptcy. Bankruptcy may discharge the majority of Client's debts, however Client has requested LHDR to pursue other alternatives at this time to avoid bankruptcy. LHDR will discuss and advise Client as to the bankruptcy option, including fees and costs, at any time that Client's circumstances change or Client requests such consultation. There are no additional fees or costs required from Client for such consultation and advice regarding bankruptcy. In the event that the Client elects to pursue a bankruptcy option in the future with LHDR, a full disclosure regarding fees shall be given including any credits or pro rata reduction in fees based on LHDR's representation of the Client pursuant to this Agreement.

Client Initials

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XVII. Arbitration: In the event of any claim or dispute between Client and LHDR related to the Agreement or related to any performance of any services related to this Agreement, such claim or dispute shall be submitted to binding arbitration upon the request of either party upon the service of that request. The parties shall initially agree on a single arbitrator to resolve the dispute. The matter may be arbitrated either by the Judicial Arbitration Mediation Service or American Arbitration Association, as mutually agreed upon by the parties or selected by the party filing the claim. The arbitration shall be conducted in either the county in which Client resides, or the closest metropolitan county. Any decision of the arbitrator shall be final and may be entered into any judgment in any court of competent jurisdiction. The conduct of the arbitration shall be subject to the then current rules of the arbitration service. The costs of arbitration, excluding legal fees, will be split equally or be born by the losing party, as determined by the arbitrator. The parties shall bear their own legal fees.

XVIII. Integration: This Agreement and all schedules are the complete and exclusive statement of the Agreement of the parties and supersede any proposal, prior agreement, oral or written, and any other communication related to this matter.

XIX. Enforceability: In the event that any portion of this Agreement is determined to be illegal or unenforceable, the determination will not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect. The parties agree to insert another provision that will be valid to come in closest to the original intent of the Agreement.

XX. Amendment: This Agreement may be modified by a subsequent agreement by the parties only by an instrument in writing, signed by both LHDR and Client and no waiver of any provision or condition of this Agreement shall be effective or binding unless such waiver be in writing and signed by the party claiming to have given such waiver.

Witness our hands and seals this 8 day of December, 2010.



D2BA60F9373E48D...
Albert Cooper
DocuSigned By: Albert Cooper

Albert Cooper

Client Full Name

Legal Helpers Debt Resolution, LLC
By:

Exhibit A
Disclosure and Election of Services

LHDR is a full service debt resolution law firm including debt negotiation and restructuring, bankruptcy services and where appropriate referral to consumer credit counseling agencies and/or government programs such as HUD. The following provides information as to all these approaches to debt resolution for your review. Clients should fully understand the advantages and disadvantages of each to make an informed decision.

Mortgage Workouts often offer distressed homeowners alternatives to foreclosure. Workouts may consist of one or more of the following solutions: loan modification, forbearance, repayment plan, short sale, or deed-in-lieu. Some loan modification programs are offered by the government while other programs are offered by servicers. Modifications may be temporary or permanent and may consist of temporarily or permanently lowering the interest rate on a mortgage, changing an adjustable rate mortgage to a fixed rate mortgage, extending the amortization term of a loan, and/or forbearing a portion of the unpaid principle balance until the end of the loan. A servicer may also allow a homeowner to make interest only payments until their financial hardship has passed. Forbearance occurs when a homeowner is allowed to make decreased payments for a pre-determined period of time while a repayment plan merely capitalizes the arrears and allows the homeowner to pay the arrears over time to become current. Short sales occur when a servicer allows a homeowner to sell their home for less than the unpaid principle balance because the home's fair market value is less than the amount the homeowner owes. A deed-in-lieu consists of a homeowner merely handing the keys to their home to the servicer rather than going through a foreclosure. It is possible for a homeowner to obtain "cash for keys" when doing a deed-in-lieu. "Cash for keys" is a program which pays the homeowner cash to help offset the cost of moving from the home.

Credit Counseling offers services that will allow you to work with a certified credit counselor to devise a plan that is tailored to your specific needs and goals. Credit counseling agencies often provide services for free and will help to educate you about how to avoid financial problems in the future by offering debt management classes or seminars. They do not erase your debt. Instead they work with you to budget money so that you can pay off the debt often times by debt consolidation. Collections by your creditors may continue while using a credit counselor and most plans require you to pay your entire debt balance over the life of the plan. Consumer credit counseling agencies are required to advise you that they are compensated by the creditors based on the amount of debt they are able to have you pay.

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Bankruptcy will usually discharge your unsecured debt and your creditors are not permitted to contact you once you have filed with the court. There are two kinds of bankruptcy; Chapter 13 bankruptcy where you are generally able to keep property that is mortgaged such as your house or car and are expected to repay debts in three to five years and Chapter 7 bankruptcy where you must give up all non-exempt property and assets that you own in exchange for a discharge of most debt. Bankruptcy may be appropriate if you have pending foreclosures, collection litigation or wage garnishments, however, you will generally be unable to establish credit for up to ten years. In 2005, the bankruptcy law was changed to make it more difficult for some consumers to file Chapter 7 bankruptcy based on a financial means test and credit counseling requirements that may require a repayment of some of your debt.

Debt Negotiation is a process where the law firm, based on your specific circumstances, develops a plan to manage your debt resolution with your creditors. In general terms, it is a process of negotiating with your creditors for a lower balance/forgiveness of debt, a reduced interest rate, a reduced monthly payment or other restructuring alternatives. To be successful in debt negotiation, you need to have sufficient cash flow to meet your living expenses each month and provide some funds towards resolution of your debt.

LHDR will contact all your mortgage lenders in writing that you are represented by the law firm and that we are advising you as to all alternatives for debt resolution. As you have indicated in your compliance review, you prefer LHDR to attempt debt negotiation as an alternative to bankruptcy. However, if your financial circumstances change, we will advise you as to other debt resolution alternatives outlined above, so you can make an informed decision based on our advice.

If you have any questions regarding the above options, please contact us for further explanation. If you are ready to proceed, sign below your acknowledgement that you have reviewed all possible debt resolution options and have determined that debt negotiation by LHDR is your preference, subject to your ability to request a different alternative if your circumstances change in the future. Please review Section XVII of this Agreement prior to executing your informed consent below.

I have reviewed all debt resolution options available to me including bankruptcy and consumer credit counseling and elect to pursue debt negotiation services with LHDR, subject to my ability to request other alternatives based on changes in my financial circumstances.

D2BA60F9373E48D...
Albert Cooper
DocuSigned By: Albert Cooper

12/8/10
Date

**Exhibit B
Payment Schedule**

Upon execution of this Agreement Client agrees to pay LHDR the flat fees indicated below on the dates agreed to by Client on this Exhibit B.

\$1,400.00 Processing Flat Fee

\$ 1,120.00 Mitigation Flat Fee – an amount equal to one (1) of the Client's pre-modified monthly mortgage payment including all applicable taxes and insurance or a minimum of one-thousand (\$1,000.00) dollars, whichever is greater.

\$ 2,520.00 Total Fees

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Albert Cooper

DocuSigned By: Albert Cooper

12/8/10

Date

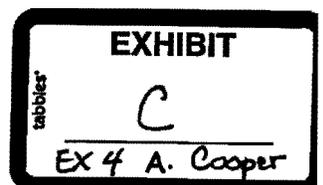
State Employees' Credit Union*

ALBERT R COOPER
Account Number:

Statement Date: 01-10-11
Page 4

Posted Date	Effective Date	+ / -	Amount	Transaction Description	Ending Balance
12-23-10	12-23-10	-	30.17	VISA CHECK POS DEBIT L340 DATE 12-21 RAINBOW #634 RALEIGH	
12-23-10	12-23-10	-	315.00	LEGAL HELPERS DE ACH Debit 010357001971487	1,085.02
12-28-10	12-28-10	-	20.00	ATM CASH WITHDRAWAL 809 N. SMITHFIELDKNIGHTDALE NC	
12-28-10	12-28-10	-	7.06	INTERLINK POS DEBIT L340 TIME 05.29 PM DATE 12-27 LOWE S FOODS #189KNIGHTDALE NC	
12-28-10	12-28-10	-	8.58	INTERLINK POS DEBIT L341 TIME 11.20 AM DATE 12-23 BEST BEAUTY/7110 KNIGHTDALE NC	
12-28-10	12-28-10	-	9.29	INTERLINK POS DEBIT L343 TIME 04.25 PM DATE 12-27 CAPITAL SEAFOOD MRALEIGH NC	
12-28-10	12-28-10	-	18.23	INTERLINK POS DEBIT L343 TIME 04.08 PM DATE 12-24 WALGREEN COMPANY RALEIGH NC	
12-28-10	12-28-10	-	25.00	INTERLINK POS DEBIT L343 TIME 12.09 PM DATE 12-24 EXXONMOBIL POS KNIGHTDA NC	
12-28-10	12-28-10	-	25.22	INTERLINK POS DEBIT L343 TIME 09.54 AM DATE 12-26 WAL-MART STORE KNIGHTDALE NC	
12-28-10	12-28-10	-	35.39	INTERLINK POS DEBIT L340 TIME 02.14 PM DATE 12-24 WAL-MART #1816 KNIGHTDALE NC	
12-28-10	12-28-10	-	59.80	INTERLINK POS DEBIT L341 TIME 01.26 PM DATE 12-24 VARIETY WHOLESALEZEBULON NC	
12-28-10	12-28-10	-	3.69	VISA CHECK POS DEBIT L340 DATE 12-22 CINNABON # 8102 CARY	
12-28-10	12-28-10	-	4.53	VISA CHECK POS DEBIT L340 DATE 12-24 WENDYS #2134 KNIGHTDALE	
12-28-10	12-28-10	-	9.96	VISA CHECK POS DEBIT L340 DATE 12-23 SCNB#085 KNIGHTDALKNIGHTDALE	
12-28-10	12-28-10	-	10.84	VISA CHECK POS DEBIT L340 DATE 12-24 WAL-MART #1816 KNIGHTDALE	
12-28-10	12-28-10	-	13.03	VISA CHECK POS DEBIT L340 DATE 12-27 DOMINO'S PIZZA #08KNIGHTDALE	
12-28-10	12-28-10	-	14.00	VISA CHECK POS DEBIT L340 DATE 12-24 SIMPLY FASHION # 0RALEIGH	
12-28-10	12-28-10	-	14.08	VISA CHECK POS DEBIT L340 DATE 12-23 BURGER KING #7810 KNIGHTDALE	
12-28-10	12-28-10	-	16.16	VISA CHECK POS DEBIT L340 DATE 12-22 AEROPOSTALE #240 CARY	
12-28-10	12-28-10	-	19.07	VISA CHECK POS DEBIT L340 DATE 12-24 RUGGED WEARHOUSE-RRALEIGH	

Statement is continued on next page



State Employees' Credit Union

ALBERT R COOPER
Account Number:

Statement Date: 01-10-11
Page 5

Posted Date	Effective Date	+ / -	Amount	Transaction Description	Ending Balance
12-28-10	12-28-10	-	19.09	VISA CHECK POS DEBIT L340 DATE 12-22	
12-28-10	12-28-10	-	19.49	SAKURA EXPRESS CARY VISA CHECK POS DEBIT L340 DATE 12-24	
12-28-10	12-28-10	-	24.79	DOLLAR-GENERAL #80KNIGHTDALE VISA CHECK POS DEBIT L340 DATE 12-24	
12-28-10	12-28-10	-	32.59	LARRY'S SUPERMARKERALEIGH VISA CHECK POS DEBIT L340 DATE 12-24	
12-28-10	12-28-10	-	53.88	FOOD LION #0723 KNIGHTDALE VISA CHECK POS DEBIT L340 DATE 12-22	
12-28-10	12-27-10	-	91.88	FINISH-LINE #0098 CARY GEICO GFCO PYMT	
12-28-10	12-28-10	-	25.00	Withdrawal or Check 1624	504.36
12-29-10	12-29-10	-	9.98	INTERLINK POS DEBIT L340 TIME 04.16 PM DATE 12-28	
12-29-10	12-29-10	-	19.30	FOOD LION #0723 KNIGHTDALE NC INTERLINK POS DEBIT L340 TIME 02.35 PM DATE 12-28	
12-29-10	12-29-10	-	7.25	EXXONMOBIL POS KNIGHTDA NC VISA CHECK POS DEBIT L340 DATE 12-28	
12-29-10	12-29-10	-	42.78	MCDONALD'S F11646 KNIGHTDALE VISA CHECK POS DEBIT L340 DATE 12-28	
12-29-10	12-28-10	-	12.00	INTERSTATE BATTERYGARNER	
12-30-10	12-30-10	+	1,134.25	NSF/RETURNED ITEM CHARGE - CHECK # 66	413.04
12-30-10	12-30-10	-	53.14	MEMBER DEPOSIT INTERLINK POS DEBIT L340 TIME 05.12 PM DATE 12-29	
12-30-10	12-30-10	-	3.25	FOOD LION #0723 KNIGHTDALE NC VISA CHECK POS DEBIT L340 DATE 12-28	
12-30-10	12-30-10	-	5.52	CHILI'S GRI1830001KNIGHTDALE VISA CHECK POS DEBIT L340 DATE 12-28	
12-30-10	12-30-10	-	16.00	SCNB#085 KNIGHTDALKNIGHTDALE VISA CHECK POS DEBIT L340 DATE 12-29	
12-30-10	12-30-10	-	25.00	SHEETZ 0000RALEIGH VISA CHECK POS DEBIT L340 DATE 12-29	
12-30-10	12-30-10	-	315.00	EDWIN SWANN MD PA RALEIGH LEGAL HELPERS DE ACH Debit 010364003749978	1,129.38
01-03-11	01-03-11	-	15.00	INTERLINK POS DEBIT L341 TIME 11.31 AM DATE 01-01	
01-03-11	01-03-11	-	25.89	EXXONMOBIL POS KNIGHTDA NC INTERLINK POS DEBIT L341 TIME 06.49 PM DATE 01-01	
01-03-11	01-03-11	-	4.45	FOOD LION #0723 KNIGHTDALE NC VISA CHECK POS DEBIT L340 DATE 12-30	
				SUBWAY 0333KNIGHTDALE	

State Employees' Credit Union

ALBERT R COOPER
Account Number:

Statement Date: 02-07-11
Page 3

Posted Date	Effective Date	+ / -	Amount	Transaction Description	Ending Balance
01-27-11	01-27-11	-	20.01	INTERLINK POS DEBIT L341 TIME 02.28 PM DATE 01-26 MURPHY7112ATWALMRRALEIGH NC	
01-27-11	01-27-11	-	4.32	VISA CHECK POS DEBIT L340 DATE 01-25 DD/BR #331785 KNIGHTDALE	
01-27-11	01-27-11	-	7.60	VISA CHECK POS DEBIT L340 DATE 01-25 KRISPY KREME DOUGHKNIGHTDALE	
01-27-11	01-27-11	-	13.03	VISA CHECK POS DEBIT L340 DATE 01-28 DOMINO'S PIZZA #08KNIGHTDALE	
01-27-11	01-27-11	-	965.00	SANTANDER CONSUMER	1,306.84
01-28-11	01-28-11	+	475.00	LOAN PROCEEDS DEPOSIT	
01-28-11	01-28-11	-	20.00	ATM CASH WITHDRAWAL B5KN TIME 05.45 PM DATE 01-27 809 N SMITHFIELD KNIGHTDALE NC	
01-28-11	01-28-11	-	57.22	INTERLINK POS DEBIT L343 TIME 09.22 PM DATE 01-27 FOOD LION #0723 KNIGHTDALE NC	1,704.62
01-31-11	01-31-11	-	40.00	ATM CASH WITHDRAWAL B5KN TIME 06.25 PM DATE 01-29 809 N SMITHFIELD KNIGHTDALE NC	
01-31-11	01-31-11	-	10.30	INTERLINK POS DEBIT L340 TIME 01.35 PM DATE 01-28 WALGREEN COMPANY KNIGHTDALE NC	
01-31-11	01-31-11	-	22.00	INTERLINK POS DEBIT L340 TIME 09.50 AM DATE 01-29 EXXONMOBIL POS KNIGHTDA NC	
01-31-11	01-31-11	-	62.92	INTERLINK POS DEBIT L340 TIME 01.52 PM DATE 01-28 FOOD LION #0723 KNIGHTDALE NC	
01-31-11	01-31-11	-	7.94	VISA CHECK POS DEBIT L340 DATE 01-30 WALGREENS #9555 KNIGHTDALE	
01-31-11	01-31-11	-	44.01	VISA CHECK POS DEBIT L340 DATE 01-29 MAYFLOWER SEAFOOD RALEIGH	
01-31-11	01-31-11	-	94.88	GEICO GEICO PYMT 011028002744672	
01-31-11	01-31-11	-	375.00	LEGAL HELPERS DE ACH Debit 011031002861133	1,047.57
02-01-11	02-01-11	+	1,198.25	MEMBER DEPOSIT	
02-01-11	02-01-11	-	9.75	INTERLINK POS DEBIT L341 TIME 04.24 PM DATE 01-31 WAL-MART STORE KNIGHTDALE NC	
02-01-11	02-01-11	-	20.08	INTERLINK POS DEBIT L343 TIME 03.34 PM DATE 01-31 SHELL SERVICE STARALEIGH NC	
02-01-11	02-01-11	-	14.58	VISA CHECK POS DEBIT L340 DATE 01-31 WALGREENS #9555 KNIGHTDALE	
02-01-11	02-01-11	-	15.00	VISA CHECK POS DEBIT L340 DATE 01-31 - TSS Photography 27502	
02-01-11	02-01-11	-	49.69	VISA CHECK POS DEBIT L340 DATE 01-31 WALGREENS #9555 KNIGHTDALE	

ALBERT R COOPER
Account Number:

Statement Date: 03-07-11
Page 2

Posted Date	Effective Date	+ / -	Amount	Transaction Description	Ending Balance
02-09-11	02-09-11	-	5.12	INTERLINK POS DEBIT L340 TIME 08.05 AM DATE 02-09 DOLLAR GENERAL 70KNIGHTDALE NC	
02-09-11	02-09-11	-	22.48	INTERLINK POS DEBIT L340 TIME 04.33 PM DATE 02-08 WAL-MART STORE KNIGHTDALE NC	
02-09-11	02-09-11	-	43.10	INTERLINK POS DEBIT L343 TIME 12.28 PM DATE 02-08 CELLULAR MAX #1 RALEIGH NC	
02-09-11	02-09-11	-	66.69	INTERLINK POS DEBIT L340 TIME 03.39 PM DATE 02-08 VARIETY WHOLESALAZEBULON NC	
02-09-11	02-09-11	-	14.65	VISA CHECK POS DEBIT L340 DATE 02-08 DOMINO'S PIZZA #08KNIGHTDALE	1,166.96
02-10-11	02-10-11	-	20.08	INTERLINK POS DEBIT L343 TIME 11.08 AM DATE 02-09 MURPHY7112ATWALMRRALEIGH NC	
02-10-11	02-10-11	-	5.45	VISA CHECK POS DEBIT L340 DATE 02-08 SUBWAY 0333KNIGHTDALE	
02-10-11	02-10-11	-	335.00	LEGAL HELPERS DE ACH Debit 011041006568826	806.43
02-11-11	02-11-11	-	11.26	INTERLINK POS DEBIT L343 TIME 02.52 PM DATE 02-10 WAL-MART #1818 KNIGHTDALE NC	
02-11-11	02-11-11	-	20.01	INTERLINK POS DEBIT L341 TIME 11.37 AM DATE 02-10 EXXONMOBIL POS KNIGHTDA NC	
02-11-11	02-11-11	-	53.27	INTERLINK POS DEBIT L340 TIME 03.08 PM DATE 02-10 WAL-MART STORE KNIGHTDALE NC	
02-11-11	02-11-11	-	6.01	VISA CHECK POS DEBIT L340 DATE 02-09 BOJANGLES 11 0190KNIGHTDALE	
02-11-11	02-11-11	-	6.12	VISA CHECK POS DEBIT L340 DATE 02-10 CIRCUS FAMILY RESTRALEIGH	
02-11-11	02-11-11	-	36.11	VISA CHECK POS DEBIT L340 DATE 02-10 VONAGE *PRICE+TAXE866-243-4357	673.65
02-14-11	02-14-11	-	20.00	ATM CASH WITHDRAWAL B2DX TIME 04.11 PM DATE 02-12 1201 AGRICULTURE RALEIGH NC	
02-14-11	02-14-11	-	11.98	INTERLINK POS DEBIT L341 TIME 05.13 PM DATE 02-12 LARRY S SUPERMARKKRALEIGH NC	
02-14-11	02-14-11	-	21.02	INTERLINK POS DEBIT L340 TIME 06.34 PM DATE 02-13 EXXONMOBIL POS KNIGHTDA NC	
02-14-11	02-14-11	-	26.93	INTERLINK POS DEBIT L341 TIME 03.49 PM DATE 02-12 GAMESTOP #4321 11CARY NC	
02-14-11	02-14-11	-	37.71	INTERLINK POS DEBIT L343 TIME 01.09 PM DATE 02-12 DB MENSWEAR RALEIGH NC	
02-14-11	02-14-11	-	86.20	INTERLINK POS DEBIT L343 TIME 03.10 PM DATE 02-12 BEST BUY #1903 CARY NC	

Statement is continued on next page

State Employees' Credit Union

ALBERT R COOPER
Account Number:

Statement Date: 03-07-11
Page 5

Posted Date	Effective Date	+ / -	Amount	Transaction Description	Ending Balance
02-28-11	02-28-11	-	5.84	VISA CHECK POS DEBIT L340 DATE 02-25 MCDONALD'S F11646 KNIGHTDALE	
02-28-11	02-28-11	-	6.12	VISA CHECK POS DEBIT L340 DATE 02-26 MCDONALD'S F5134 SMITHFIELD	
02-28-11	02-28-11	-	6.50	VISA CHECK POS DEBIT L340 DATE 02-27 GOLDEN CORRAL 608 RALEIGH	
02-28-11	02-28-11	-	6.94	VISA CHECK POS DEBIT L340 DATE 02-25 SCNB#015 SMITHFIELZEBULON	
02-28-11	02-28-11	-	8.81	VISA CHECK POS DEBIT L340 DATE 02-27 K & W CAFETERIAS #RALEIGH	
02-28-11	02-28-11	-	14.00	VISA CHECK POS DEBIT L340 DATE 02-26 RALPH LAUREN FACTOSMITHFIELD	
02-28-11	02-28-11	-	19.88	VISA CHECK POS DEBIT L340 DATE 02-26 BATH & BODY WORKS SMITHFIELD	
02-28-11	02-28-11	-	20.42	VISA CHECK POS DEBIT L340 DATE 02-26 BEST BEAUTY KNIGHTDALE	
02-28-11	02-28-11	-	20.61	VISA CHECK POS DEBIT L340 DATE 02-25 DOMINO'S PIZZA #08919-266-6667	
02-28-11	02-28-11	-	23.16	VISA CHECK POS DEBIT L340 DATE 02-25 ROSES STORE #487 RALEIGH	
02-28-11	02-28-11	-	23.71	VISA CHECK POS DEBIT L340 DATE 02-26 AEROPOSTALE #1016 SMITHFIELD	
02-28-11	02-28-11	-	25.00	VISA CHECK POS DEBIT L340 DATE 02-26 TARGET 0002KNIGHTDALE	
02-28-11	02-28-11	-	25.00	VISA CHECK POS DEBIT L340 DATE 02-25 SHEETZ 0000RALEIGH	
02-28-11	02-28-11	-	34.54	VISA CHECK POS DEBIT L340 DATE 02-26 FOOD LION #0723 KNIGHTDALE	
02-28-11	02-28-11	-	60.00	VISA CHECK POS DEBIT L340 DATE 02-25 SHEETZ 0000RALEIGH	
02-28-11	02-28-11	-	50.00	Withdrawal or Check 1570	
02-28-11	02-28-11	-	630.00	LEGAL HELPERS DE ACH Debit 011059001605548	2,456.12
03-01-11	03-01-11	+	1,130.00	MEMBER DEPOSIT	
03-01-11	03-01-11	-	16.15	INTERLINK POS DEBIT L343 TIME 01:59 PM DATE 02-28 ADVANCE STORES COKNIGHTDALE NC	
03-01-11	03-01-11	-	36.82	INTERLINK POS DEBIT L340 TIME 03:50 PM DATE 02-28 WAL-MART #1816 KNIGHTDALE NC	
03-01-11	03-01-11	-	95.87	INTERLINK POS DEBIT L340 TIME 12:59 PM DATE 02-28 ADVANCE STORES COKNIGHTDALE NC	

Statement is continued on next page

State Employees' Credit Union

ALBERT R COOPER
Account Number

Statement Date: 04-07-11
Page 5

Posted Date	Effective Date	+ / -	Amount	Transaction Description	Ending Balance
03-23-11	03-23-11	-	55.35	INTERLINK POS DEBIT L341 TIME 12.26 PM DATE 03-22	
				WILLIAMS AUTOMO/1RALEIGH NC	
03-23-11	03-23-11	-	7.57	VISA CHECK POS DEBIT L340 DATE 03-21	
				SCNB#085 KNIGHTDALEKNIGHTDALE	
03-23-11	03-23-11	-	8.98	VISA CHECK POS DEBIT L340 DATE 03-21	
				DD/BR #331785 KNIGHTDALE	
03-23-11	03-23-11	-	10.28	VISA CHECK POS DEBIT L340 DATE 03-22	458.13
				CIRCUS FAMILY RESTRALEIGH	
03-24-11	03-25-11	+	1,878.86	STATE TREASURER RET.PAYROL	
03-24-11	03-24-11	-	20.00	INTERLINK POS DEBIT L340 TIME 11.05 AM DATE 03-23	2,317.09
				MURPHY7112ATWALMRRALEIGH NC	
03-25-11	03-25-11	-	40.00	ATM CASH WITHDRAWAL BOKN TIME 12.01 PM DATE 03-25	
				809 N. SMITHFIELDKNIGHTDALE NC	
03-26-11	03-25-11	-	8.56	VISA CHECK POS DEBIT L340 DATE 03-23	
				DOLRTREE 555 0000KNIGHTDALE	
03-25-11	03-25-11	-	504.11	FUNDS TRANSFER T/	
+ 03-25-11	03-25-11	-	630.00	LEGAL HELPERS DE ACH Debit 011084009816840	1,134.42
03-28-11	03-28-11	+	475.00	LOAN PROCEEDS DEPOSIT	
03-28-11	03-28-11	-	20.00	ATM CASH WITHDRAWAL BOKN TIME 09.43 PM DATE 03-28	
				809 N. SMITHFIELDKNIGHTDALE NC	
03-28-11	03-28-11	-	40.00	ATM CASH WITHDRAWAL B5KN TIME 10.27 AM DATE 03-28	
				809 N SMITHFIELD KNIGHTDALE NC	
03-28-11	03-28-11	-	20.02	INTERLINK POS DEBIT L343 TIME 09.19 PM DATE 03-26	
				HAN-DEE HUGO S 83RALEIGH NC	
03-28-11	03-28-11	-	21.00	INTERLINK POS DEBIT L340 TIME 12.37 PM DATE 03-25	
				SHELL SERVICE STARALEIGH NC	
03-28-11	03-28-11	-	3.80	VISA CHECK POS DEBIT L340 DATE 03-26	
				BURGER KING #755 RALEIGH	
03-28-11	03-28-11	-	4.34	VISA CHECK POS DEBIT L340 DATE 03-27	
				GOLDEN CORRAL 608 RALEIGH	
03-28-11	03-28-11	-	5.39	VISA CHECK POS DEBIT L340 DATE 03-25	
				DOLRTREE 555 0000KNIGHTDALE	
03-28-11	03-28-11	-	6.06	VISA CHECK POS DEBIT L340 DATE 03-25	
				CHURCHS CHICKEN 48RALEIGH	
03-28-11	03-28-11	-	9.44	VISA CHECK POS DEBIT L340 DATE 03-25	
				KRISPY KREME DOUGHRALEIGH	
03-28-11	03-28-11	-	13.79	VISA CHECK POS DEBIT L340 DATE 03-26	
				MCDONALD'S F11846 KNIGHTDALE	



LEGALHELPERS DEBT RESOLUTION, LLC

The National Law Firm of Macey, Aleman, Hyslip & Searns
17767 N. Perimeter Dr., Scottsdale AZ 85255 Phone: 866.569.1213 | Fax: 866.563.5708

Modification Document Checklist

Client Name: Albert R. Cooper

Email: Albert.Cooper.795.24@yahoo.com

Phone Number: 919-217-555-10

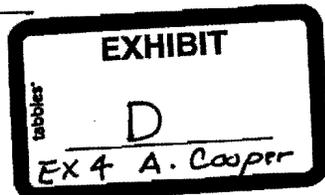
Address: 312 Walbury Dr
Knightdale, NC 27545

*****Please read the following carefully as some documents require signatures. Do NOT fax/mail this packet until all documents are attached. Incomplete submissions will not be processed. Please send copies of all documents because originals will not be returned.**

- Welcome Letter – 4th page must be signed and dated
- 4506T – Completed, Signed and Dated
- Last 2 months Income Documentation
- Profit & Loss Statement YTD or Last Quarter (if applicable – Self-Employed or 1099 Employee)
- Last 2 months of Bank Statements (all pages even if blank)
- 2 Years of Federal Tax Returns – 2nd page must be signed and dated. Inc all schedules and w-2's.
- HAMP Affidavit
- Letter of Hardship
- Recent Mortgage Statement (All Mortgages 1st _____ 2nd _____ 3rd _____)
- Recent Utility Bill
- Notarized Power of Attorney
- Signed Financial Statement
- Dodd-Frank Certification – Completed and signed.
- Lender Specific Documents (if applicable)
- Other: _____

Client Signature: Albert R. Cooper Date: 12/23/10

(PLEASE INCLUDE THIS SHEET WHEN SENDING YOUR DOCUMENTS)





ROGERS TOWNSEND & THOMAS, PC
ATTORNEYS AND COUNSELORS AT LAW

Mail 2550 West Tyvola Road
Suite 520
Charlotte, NC 28217
Tel (704) 442-9500
Fax (704) 442-8595

www.rtt-law.com

Admitted in North Carolina

April 25, 2011

Albert R. Cooper
a/k/a Albert Cooper
312 Walbury Drive
Knightdale, NC 27545

Jameshia Cooper
312 Walbury Drive
Knightdale, NC 27545

RE: Property address: 312 Walbury Drive, Knightdale, NC 27545
9450

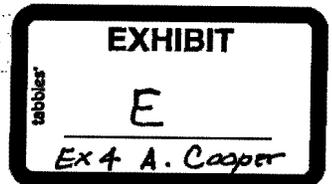
NOTICE REQUIRED BY THE FAIR DEBT COLLECTIONS PRACTICES ACT, 15 U.S.C. SECTION 1692 ET SEQ. AND STATEMENT OF DEBT PURSUANT TO N.C.G.S. 45-21.16(c)(5a)

Dear Sir/Madam:

We have been retained to initiate a foreclosure proceeding to foreclose the mortgage on the above-described property. The following information is provided to you as required by the Federal Fair Debt Collections Practices Act:

1. As of the date of this written statement, the holder has confirmed that the amount of the debt secured by a Deed of Trust lien on the above-described property is \$142,789.95. A detailed statement of this debt is as follows.

The amount of principal and interest due as of the date of this written statement/notice-	\$140,861.98
A daily interest charge or per diem-	\$23.82
The amount of other fees, expenses, or disbursements, which the lender claims to be as due as of this statement-	\$1,927.97



2. The creditor to whom the debt is owed is Flagstar Bank, FSB. The servicer for this loan is Flagstar Bank, FSB.

3. The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. The law also entitles you to request that we provide you the name of the original creditor if the original creditor is different from the current creditor, Flagstar Bank, FSB. Unless you, within thirty (30) days after receipt of this notice, dispute the validity of the debt, or any portion thereof, then this office will assume the debt to be valid.

4. If you notify us within thirty (30) days of the date you receive this letter that you dispute the debt or any portion thereof, or if you notify us within thirty (30) days of the date you received this letter you want to know the name of the original creditor if that creditor is different from Flagstar Bank, FSB, then we will obtain and mail to you verification of the debt and/or the name and address of the original creditor.

5. The Fair Debt Collection Practices Act does not require that we wait until thirty (30) days from the date you received this letter before initiating a foreclosure proceeding. In the event we do initiate a foreclosure proceeding on this mortgage within thirty (30) days from the date you received this letter, you still retain the right to dispute the debt, or any portion thereof and you also retain the right to request the name of the original creditor if the original creditor is different from the current creditor, Flagstar Bank, FSB.

6. If you request proof of the debt or any portion thereof or if you request the name of the original creditor within thirty (30) days from the date you received this letter, the Fair Debt Collection Practices Act requires us to suspend our efforts to foreclose on the property described hereinabove, even if we have already initiated a foreclosure proceeding, until we mail you information validating the debt and/or until we provide you with the name of the original creditor.

7. Please be advised that if your personal liability for this debt has been discharged in a bankruptcy proceeding this Notice is provided solely to foreclose the mortgage remaining on your property and is not an attempt to collect the discharged personal obligation.

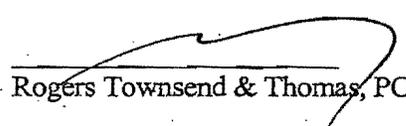
8. Please also be advised that if you are not personally liable for this debt because you did not execute the Promissory Note dated June 9, 2008 and have not assumed this loan, this Notice is provided solely to foreclose the mortgage remaining on the property described hereinabove and is not an attempt to collect this debt from you personally.

Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay this debt if you elect to do so may be greater than the amount stated in this letter. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, please write the undersigned or contact the Loss Mitigation Department of our office at (704) 697-5809.

Any written request should be addressed to:

Rogers Townsend & Thomas, PC
2550 West Tyvola Road
Suite 520
Charlotte, NC 28217

Yours very truly,


Rogers Townsend & Thomas, PC

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, YOU ARE ADVISED THAT THIS OFFICE MAY BE DEEMED TO BE A DEBT COLLECTOR. ANY INFORMATION OBTAINED CAN BE USED FOR THAT PURPOSE.

power of sale contained in the Deed of Trust.

5. You have the right in accordance with N.C.G.S. §45-21.20 to terminate the power of sale being exercised in this foreclosure proceeding if you pay in full, or tender payment in full, the indebtedness secured by the Deed of Trust and the expenses incurred in this matter (including compensation for the Substitute Trustee's services), prior to the time fixed for sale or prior to the expiration of the time for submitting any upset bid. Also, you may have the right to cure the default and reinstate this obligation pursuant to the Deed of Trust by tendering the amount necessary to cure the default including applicable fees and expenses. You should review the Deed of Trust to determine if you have this right.

6. The subject real property shall be sold by the Substitute Trustee at the usual place for foreclosure sales in Wake County, Raleigh, North Carolina, at a specified time and date, should this obligation not be earlier satisfied. If the foreclosure sale is consummated, the purchaser will be entitled to possession of the real estate as of the date of delivery of his Deed, and if the prior record owner is still in possession at that time, he can then be evicted.

7. You have the right to appear before the Clerk of Superior Court for Wake County at this hearing, at which time you shall be afforded the opportunity to show cause as to why the foreclosure should not be allowed to be held. If you do not intend to contest the Holder's allegations of default, you do not have to appear at the hearing, and your failure to attend said hearing will affect neither your right to pay the indebtedness and thereby prevent the proposed sale, nor your right to attend the actual sale, should you elect to do so. The Substitute Trustee is a neutral party and, while holding that position in the foreclosure proceeding, may not advocate for the Holder or for you in the foreclosure proceeding. You have the right to apply to a judge of the superior court pursuant to G.S. 45-21.34 to enjoin the sale, upon any legal or equitable ground that the court may deem sufficient prior to the time that the rights of the parties to the sale or resale become fixed, provided that you comply with the requirements of G.S. 45-21.34. You have the right to appear at the hearing and contest the evidence that the Clerk is to consider under G.S. 45-21.16(d). To authorize the foreclosure, the Clerk must find the existence of: (i) valid debt of which the party seeking to foreclose is the holder, (ii) default, (iii) right to foreclose under the instrument, (iv) notice to those entitled to notice, (v) that the underlying mortgage debt is not a home loan as defined in G.S. 45-101(1b), or if the loan is a home loan under G.S. 45-101(1b), that the pre-foreclosure notice under G.S. 45-102 was provided in all material respects, and that the periods of time established by Article 11 of Chapter 45 of the General Statutes have elapsed, and (vi) that the sale is not barred by G.S. 45-21.12A. If you fail to appear at the hearing, the Substitute Trustee will ask the Clerk for an order to sell the real property being foreclosed. You have the right to seek the advice of an attorney. Free legal services may be available to you by contacting Legal Aid of North Carolina or other legal services organizations.

8. If the hearing on this matter is held at a date later than that stated in this Notice, you will be notified of any change in the hearing date.

9. As shown by Exhibit A attached hereto, which is incorporated herein by reference and in accordance with N.C.G.S. §45-21.16 (c2), the Substitute Trustee certifies that:

this loan is not a home loan as defined in G.S. 45-101(1b); or

this loan is a home loan as defined under G.S. 45-101(1b) or it cannot be determined whether the loan is or is not a home loan as defined under G.S. 45-101(1b), and the pre-foreclosure notice and information required by G.S. 45-102 and G.S. 45-103 were provided in all material respects and the periods of time established by Article 11 of Chapter 45 of the General Statutes have elapsed.

10. If the debtor is currently on military duty the foreclosure may be prohibited by N.C.G.S. §45-21.12A.

11. As evidenced by Exhibit B attached hereto, which is incorporated herein by reference, the Holder has complied with the provisions of N.C.G.S. §45-21.16 (c) (5a) requiring the Holder to send by first-class mail at the Debtor(s)' last known address a detailed written statement of the amount of principal, interest, and any other fees, expenses, and disbursements that the Holder in good faith is claiming to be due as of the date of the written statement, together with a daily interest charge based on the contract rate as of the date of the written statement. The Holder, or the Servicer acting on the Holder's behalf, has confirmed in writing that, to its knowledge, within two (2) years preceding the date of the aforesaid statement that:

no requests for information have been made by the Debtor(s) pursuant to N.C.G.S. §45-93;

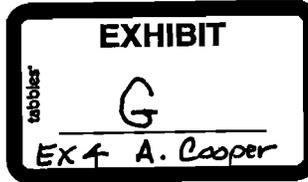
LEGAL HELPERS DEBT RESOLUTION, LLC
 The National Law Firm of Macey, Aleman, Hyslip & Searns

PARTNERS:

- Brian Carmichael (AL)
- Don Rosenfield (AZ)
- Adam Gerard (CA)
- Sara Mobley (CO)
- Jason Searns (CO)
- Matthew Carucci (DE)
- Jeffrey Lyons (FL)
- James Anderson (GA, NC)
- John Bogs (GA)
- J.D. Haas (IA, MN, NE ND)
- Angela Hermosillo (ID)
- Thomas Macey (IL)
- Jeffrey Aleman (IL)
- Paul Hull (IL)
- Mark Osterman (IN)
- Leonard Hall (KS)
- Randall Head (KY)
- Gary Brown (LA)
- David Bokeno (MD)
- Ronald Glaser (MD)
- Jerry Bowlin (MO)
- John Windsor (MS)
- Mark Anderson (MT)
- Thomas Nicely (NJ, PA)
- Jacob Hirsch (NJ, NY)
- Tim Daniel (NM)
- Jeff Nieman (NV)
- Jeffrey Hyslip (OH)
- James Sheridan (OH)
- William Harrington (PA)
- Alex Sparra (SC)
- Tim Hogan (SD)
- C. Bryan Fears (TX)
- Luc Nguyen (UT)
- Katie Smith (VT)
- Greg Straub (WI)

MAIN OFFICE

Sears Tower
 233 S Wacker Dr., Suite 5150
 Chicago, IL 60606



ADMINISTRATIVE OFFICE

17767 N. Perimeter Drive, Suite B101
 Scottsdale, AZ 85255
 Phone: (866)569-1213
 Fax: (866)563-5708

POWER OF ATTORNEY

TO: Flagstar (LENDER/SERVICING COMPANY) Loan Number: _____

Borrower Information:

Name: Albert Cooper DOB: _____ SSN: _____

Co-Borrower Information (if applicable):

Name: _____ DOB: _____ SSN: _____

Real Property Address: 312 Walbury Knightdale NC 27545

Information to be released to:

Legal Helpers Debt Resolution, LLC, and all employees, associates, affiliates, assignees, and/or agents associated therewith. Any and all account information, verbal or written, that Legal Helpers Debt Resolution, LLC may request.

Information to be released:

This serves as formal notice of representation. As such, all future communications shall be directed to my attorney(s) at the above stated firm. Any subsequent attempts to communicate with me directly, be it intentional or unintentional, will be deemed a violation of applicable state laws and/or the Fair Debt Collections Practices Act (FDCPA), 15 U.S.C. §§ 1692 et seq.

Communications Directive:

Borrower Authorization & Rights: "I hereby authorize you to release the requested information to the above stated entity as my legal representative. Further, I provide the above stated entity authority to negotiate terms and/or conditionally accept modified terms of the mortgage associated with the above stated loan on my behalf. I understand that I may revoke this authorization at any time and I must do so in writing. I understand that the revocation does not apply to information already released in response to this authorization. I further understand that once the above information is disclosed, it may be re-disclosed by the recipient and the information may not be protected by federal privacy laws or regulations: THIS AUTHORIZATION REMAINS IN AFFECT UNTIL REVOKED IN WRITING."

"I Albert Cooper hereby release Flagstar its affiliates, employees,

officers, agents and directors from any claim that might arise in connection with this authorization."

SIGNATURE: [Signature] Printed Name: Albert Cooper Date: 12/8/10

SIGNATURE: _____ Printed Name: _____ Date: _____

On this 21st day of Dec, 2010, in Wake county, in the state of N.C., Albert Cooper is the person(s) who signed on the preceding or attached document in my presence. this Power of Attorney.

[SEAL] Jean B. Walker
 Notary Public
 My Commission Expires: March 14, 2011



LEGALHELPERS DEBT RESOLUTION, LLC
The National Law Firm of Macey, Aleman, Hyslip & Searns

PARTNERS

- Mark Osterman (AK)*
- Katrina Washington (AL)*
- Eric Soller (AR)*
- Jonathan Levine (AZ)*
- Catherine Lena (CA)*
- Philip J. Tannenbaum (CA)*
- Justin Rammell (CO)*
- Jason Searns (CO)*
- Tamara McDowell (DC)*
- Matthew Carucci (DE)*
- Jacqueline Delgado (FL)*
- Monique L. Italien (FL)*
- Matthew Purcell (GA)*
- Everett Walton (HI)*
- Thomas Sundvold (LA)*
- Angela Hermasillo (ID)*
- Paul Hull (IL)*
- Jeffrey Aleman (IL)*
- Thomas Macey (IL)*
- Kelly Sibert (IL)*
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- Leonard Hall (KS)*
- Hays Lawson (KY)*
- Jeremy Miller (ME)*
- Sonia Kochhar (MD)*
- Jeff Cojocar (MI)*
- Jerry Bowlin (MO)*
- Mark Anderson (MT)*
- Daniel Reiff (MN)*
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- Justin Rammell (NE)*
- Dan Ruggiero (NJ)*
- Dan Ruggiero (NY)*
- Tim Daniel (NM)*
- Jeff Neeman (NV)*
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- Bryan Fears (TX)*
- Justin Rammell (UT)*
- Tim King (VT)*
- James Lovell (WA)*
- Greg Straub (WI)*
- Justin Rammell (WY)*

MAIN OFFICE

Willis Tower
233 S. Wacker Dr., Suite 5150
Chicago, IL 60606

September 27, 2011

To Whom It May Concern:

Albert Cooper has retained this firm for the purpose of obtaining a modification or other mortgage resolution concerning his primary residence at 312 Walbury, Knightdale NC, 27545. His modification request was submitted to his lender, Flagstar, on March 4, 2011. We have provided updated documentation to Flagstar as requested, and have been told by Flagstar that his file is in review.

Update Sept 27, 2011: Flagstar has required that Mr. Cooper submit a Notice of Representation to them, although they are already in possession of our Power of Attorney, which they have had since Feb 24, 2011. They have not provided an explanation for why the Notice of Representation is required in addition to the Power of Attorney, but we sent it to them via facsimile transmittal on Sept 19, as requested. We've provided all the documentation Flagstar has requested. We have no explanation for why Flagstar has not completed its review of Mr. Cooper's file.

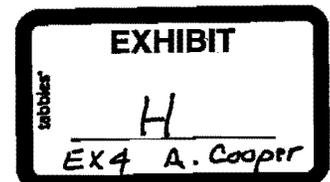
Thank you.

Philip J. Tannenbaum, Esq.
The Law Office of Macey, Aleman & Searns
PH: (866) 569-1210 ext. 2029
FAX: (866) 576-0461

Encl: Notice of Representation

ADMINISTRATIVE OFFICE

17767 N. Perimeter Dr., Suite B101
Scottsdale, AZ 85255
Phone: (866)569-12133
Fax: (866)563-57088





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The National Law Firm of Macey, Aleman, Hyslip & Searns

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Scottsdale, AZ 85255
Phone: (866)569-1213.
Fax: (866)563-5708.

August 3, 2011

To Whom It May Concern:

Albert Cooper has retained this firm for the purpose of obtaining a modification or other mortgage resolution concerning his primary residence at 312 Walbury, Knightdale NC, 27545. His modification request was submitted to his lender, Flagstar, on March 4, 2011. We have provided updated documentation to Flagstar as requested, and have been told by Flagstar that his file is in review.

Thank you.

Philip J. Tannenbaum, Esq.
The Law Office of Macey, Aleman & Searns
PH: (866) 569-1210 ext. 2029
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 **LEGALHELPERS** DEBT RESOLUTION, LLC
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MAIN OFFICE

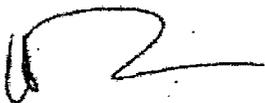
Willis Tower
233 S. Wacker Dr., Suite 5150
Chicago, IL 60606

August 4, 2011

To Whom It May Concern:

Albert Cooper has retained this firm for the purpose of obtaining a modification or other mortgage resolution concerning his primary residence at 312 Walbury, Knightdale NC, 27545. His modification request was submitted to his lender, Flagstar, on March 4, 2011. We have provided updated documentation to Flagstar as requested, and have been told by Flagstar that his file is in review.

Thank you.



Philip J. Tannenbaum, Esq.
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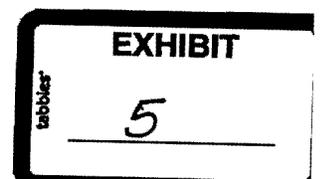
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

AFFIDAVIT OF DENISE M. BAZIK

I, Denise M. Bazik, being first duly sworn, state as follows:

1. I am a resident of Mecklenburg County, North Carolina.
2. I am 38 years old and my husband, Thomas, is 40. We are both schoolteachers. I have taught in the Charlotte-Mecklenburg School System for 10 years.
3. By January of 2011, I had credit card debts totaling \$60,834.50, on eight different accounts. I had this much debt for multiple reasons. First, I inherited some of the debt when I got married. Second, I had two hospitalizations resulting in significant medical bills, and used my credit cards to pay off those bills. Third, my husband and I ran into budgeting problems when the school district changed its policy and no longer allowed teachers to get paid over a 12-month cycle; we found ourselves short of funds in the summer months and sometimes used credit card checks for basic household expenses. Finally, we were forced to use our credit cards when a rental property we owned became vacant and needed substantial repairs.
4. The interest rates and minimum monthly payments on the balances were going up, and I wasn't bringing in enough money to keep up with it all. I began looking for a way to consolidate the payments into one payment. I heard about a company called Legal Helpers Debt Resolution (LHDR), I believe through a direct mailing from LHDR. I decided to give them a call.



5. In my initial conversation, I spoke with an LHDR representative named Jasen Small, who told me LHDR would negotiate with creditors on my behalf to reduce my debt by at least 35%. He told me I would make one monthly payment which would be drafted from my bank account. I had researched and done the math and knew that I wouldn't be able to pay off my creditors in 30 years by just making the minimum payments. I knew that negotiating for lower settlements would hurt my credit but I felt it would help me in the long run.

6. The LHDR representative told me there would be an attorney fee of \$900.00 (which I could pay in six monthly installments of \$150.00), a monthly service fee of \$79.00, and a service cost of 15% of my debt. On January 10, 2011, Mr. Small emailed me the enrollment documents, which included a contract called a "Letter of Engagement" and the payment schedule. Under the payment schedule, my monthly payment would be \$920.38. This amount included the attorney fee, monthly service fee, and service cost, as well as an additional "trust fee" of \$10.25 per month. A true copy of the email with the enclosed enrollment documents is attached as Exhibit A.

7. The next day I received another email from Jasen Small, telling me that, within 14 days of the first payment draft to LHDR, attorneys would send out letters to my creditors. "Everything will be handled by us for you," he said. A true copy of that email is attached as Exhibit B.

8. LHDR instructed me to meet with an attorney, Brent King, at his office in Huntersville, North Carolina on January 13, 2011. I presented an ID verifying my identity and signed the Letter of Engagement. I also signed a document authorizing LHDR to have power of attorney to deal with my creditors, an agreement authorizing Global Client Solutions ("Global") to debit my bank account, and the payment confirmation schedule outlining my monthly

payment of \$920.38. True copies of the signed documents, with the exception of the Letter of Engagement, are attached as Exhibit C. I do recall signing the Letter of Engagement, but do not have the signed version in my records. It may be that I was not given a copy of the Letter of Engagement after I signed it, but the one I signed is identical to the version contained in Exhibit A.

9. My meeting with the attorney was brief, I estimate a bit less than half an hour. He did not identify himself as my attorney nor did he discuss future representation. My impression was that the meeting was much like one with a bank notary, where the focus is on verifying ID and making sure all the documents are signed.

10. On January 25, 2011, Global made the first draft from my bank account on behalf of LHDR. Global continued to draft \$920.38 from my account monthly through April 2013.

11. On February 8, 2011, I received an email from Stephanie Ferretti, a Client Care Manager at LHDR, telling me not to speak with creditors because they “were in the process of receiving” the Letter of Representation from LHDR. A true and accurate copy of that email is attached as Exhibit D. On February 15, I received another email from Ms. Ferretti with a Welcome Kit attached. A true and accurate copy of that email and Welcome Kit are attached as Exhibit E. The Kit contained information about online access to my Global account and communicating with debt collectors, among other things. The Kit also encouraged me to deposit any additional funds I received, such as a bonus, tax refund, gift, etc., into my escrow account.

12. Initially, I had no problems with LHDR. I received monthly emails from Stephanie Ferretti letting me know how much money was in my escrow account. The phone calls from creditors did stop, and when I reviewed the account I could see that LHDR was making payments to at least some of my creditors. Eventually, three creditors (Bank of America,

US Bank, and one Chase account) were paid off with negotiated amounts that I approved. I was diligent in my communications with LHDR and met all deadlines; whenever an LHDR representative requested information from me I immediately provided that information by fax.

13. Over time, I began having concerns about LHDR. I realized that some of my creditors were not being paid when I noticed that money that was pulled from my escrow account to pay particular creditors had been returned. When I followed up with LHDR and Global on this, I was told that, if the creditor did not collect the money within 90 days, the money was returned to my account. This happened with my accounts with Citibank and AT&T Universal. I followed up with these creditors and was told that they had hired a new collection agency that would not work with third-party companies such as LHDR. It concerned me that LHDR had not explained this to me, and it concerned me that, were it not for my own attention to the settlement account, the payments would presumably have kept going out to these creditors only to be unaccepted and returned to my account. I was also generally concerned about how and whether LHDR would be able to represent me in dealing with this collection agency given that the agency apparently refused to deal with LHDR.

14. In May of 2012, I was sued by Sam's Club (GE Capital Retail Bank) for my outstanding balance of \$4,430.91. I contacted LHDR immediately after I was served with the lawsuit. On June 6, 2012, I faxed the information to LHDR, and on June 7, I emailed Jerry Noel, an LHDR representative with whom I had been working on settlement of a different debt, to tell him that I was being sued and asking him how to respond. He replied he would "get on it asap." When I did not hear back from him, I emailed again on June 9. I received a reply on June 11 that he was "working on it now." In another email later that day, he said, "they take a few days to respond." I assumed the "they" referred to the creditor. On June 19, when I still had not heard

anything, I emailed again asking about the status of the case. Jerry Noel responded that “[w]e have a license (sic) attorney working on the case.” True copies of my email exchanges with Mr. Noel on this subject are attached as Exhibit F.

15. I did not hear from LHDR about the Sam’s Club case for many months. I assumed the matter was working toward a resolution and that LHDR was involved in litigation of the case so that my rights would not be jeopardized. I assumed this because the Welcome Kit specifically states,

Should a creditor file suit on an account enrolled in the program, LHDR will provide full litigation support, including representation in court.

And, in a later FAQ sheet, the Welcome Kit states,

Q. Will the Attorney represent me in court?

In the event a creditor files suit on an enrolled debt the law firm would represent you in court provided the appropriate information was forwarded to Client Services no later than 15 days prior to a response being due.”

See Exhibit E, the Welcome Kit. Finally, I was confident that LHDR would represent me in court if necessary because the Letter of Engagement specifically says that, if a client is sued by a creditor on an enrolled debt, LHDR must: (1) at the client’s request, prioritize the debt for settlement; (2) attempt to “settle the litigation with plaintiff’s attorney” at the minimum settlement standard of 35%; and (3) if LHDR is unable to reach a “satisfactory settlement consistent with the LHDR Settlement Standard,” its responsibilities then include “filing a responsive pleading to any complaint and fully representing Client in any litigation related to any debt included in the client’s Enrolled Debt, including attendance at required court hearings” See section entitled “Scope” in the Letter of Engagement contained in Exhibit A.

16. On January 14, 2013, I learned that my confidence in LHDR had been misplaced. On that date, the sheriff's office left a business card with one of my neighbors, saying I should contact her. This was very embarrassing, as it turned out the sheriff's office was trying to serve a Writ of Execution for the Sam's Club judgment. I did not realize that, in the months that had gone by since I forwarded a copy of the lawsuit to LHDR, LHDR had not filed anything with the court or appeared in court (which, I later learned, is why the Default Judgment was entered against me). By the time the sheriff served the Writ of Execution, the judgment had increased to \$5,009.68, due to court costs and interest.

17. In approximately early March of 2013, I contacted Jamie Warner, my contact at the sheriff's office. I did so because I was told that the Sam's Club would not deal with me directly if I wished to try to settle the debt; rather, I had to go through the sheriff's office to communicate a settlement offer to Sam's Club. I did so, and was able to negotiate settlement of the debt in the amount of \$2,500.00 plus payment of the sheriff's fees. I did this completely on my own, and indeed felt compelled to do so, because LHDR had dropped the ball in assisting me. I realized that with one more monthly payment into the escrow account I would have enough money in the account to pay this settlement amount; I therefore contacted Global, and, upon discovering that I could withdraw the money, paid Sam's Club the settlement amount.

18. As I was finalizing settlement with Sam's Club, I did manage to speak with Sam's Club's attorney, Amy Wright. Ms. Wright told me that, in November 2011, Sam's Club and LHDR had engaged in settlement discussions, and that LHDR had rejected a settlement offer from Sam's Club. I was disturbed to hear this, as LHDR had not told me about the settlement discussions and the settlement offer from Sam's Club. I also learned that LHDR did not attempt to settle the debt after I was sued in May 2012.

19. In my view, LHDR violated the Letter of Engagement. I say this because the Letter of Engagement clearly says that LHDR was obligated to attempt to settle the debt within the settlement standard, and then, if unable to reach a settlement consistent with the standard, to “file a responsive pleading to any complaint and fully represent” me in any litigation. According to Sam’s Club’s attorney, LHDR did not attempt to settle the debt after I was sued; moreover, if LHDR did attempt settlement, it obviously failed (given that I was the one who ended up negotiating the settlement many months later), thus triggering LHDR’s responsibility to formally respond to the lawsuit and represent me in court, which it did not do. True copies of the Sam’s Club Summons, Complaint, Default Judgment, and Writ of Execution are attached as Exhibit G.

20. After the Sam’s Club debacle, I contacted LHDR to discuss the process of ending my relationship with LHDR. However, I did not announce to LHDR that I was terminating the relationship, because I was wary of doing anything that might jeopardize refunding fees to me, and I wanted to make sure I understood the policy of refunding fees before making any decisions. Nevertheless, LHDR interpreted my inquiry as a decision to terminate the relationship. It was certainly true that I was very unhappy with LHDR because I felt that LHDR’s work on my behalf was unsatisfactory and in some instances outright deceitful:

- (1) I had eight accounts enrolled in LHDR’s debt settlement program, and, from January 2011 through April 2013, I made 28 monthly payments into the program, totaling \$25,770.64. Despite the fact that I was enrolled in the program for over two years, LHDR managed to settle only three of those debts; I settled three on my own (the Sam’s Club account and two others) and two remained unsettled. The two unsettled accounts, AT&T Universal and Citibank, total over \$37,000, and I am forced to negotiate on my own with the

collection agency representing these creditors, as the collection agency refuses to deal with third-party debt settlement entities such as LHDR. So, when all is said and done, I will have negotiated and settled, on my own, 5 of the 8 debts that LHDR promised it would resolve through debt settlement.

- (2) LHDR promised me legal representation if I was sued by a creditor over an enrolled debt. I did get sued, and I followed to a "T" my contractual responsibilities for notifying LHDR about the lawsuit, and yet LHDR did not represent me. LHDR did not adhere to its promises made in the Welcome Kit and Letter of Engagement, and it now seems pretty clear that, when Jerry Noel told me that he was "working on the case" and that a licensed attorney was likewise involved, he was being untruthful.
- (3) LHDR has refused to refund me monies to which I am entitled. In paragraph 7 of the "Fees & Costs" section of the Letter of Engagement, LHDR states that, if it does not meet the minimum 35% settlement standard, it shall refund the pro rata share of all fees and costs paid for such work. The Letter of Engagement continues, "[s]hould LHDR be unable to settle one or more of Client's individual accounts accepted pursuant to this agreement, any refund shall be calculated on a pro rata basis as to the Service Cost paid to LHDR attributable to such individual unsettled accounts." Currently there are two accounts that remain unsettled, AT&T Universal and Citibank. The beginning balances on these accounts were, respectively, \$24,703.57 and \$12,592.70, for a total of \$37,296.27. In addition, LHDR did not settle the three accounts that I settled (Sam's Club, beginning balance of \$3,656.08; Rooms to Go/GE

Money, beginning balance of \$1,871.99; and Chase, beginning balance of \$954.74) which totaled, in the aggregate, \$6,482.81. The Service Cost on the two unsettled accounts is \$5,594.44, while the Service Cost on the three accounts that I settled is \$972.42, bringing the total Service Cost on the five accounts to \$6,566.86. Per LHDR's refund policy, I believe I am entitled to a refund in this amount.

- (4) There was a point in time when I realized money was being taken from my Global account without my authorization and not for the purpose of settling debts. In November 2012, I noticed that my account had been debited \$30.50 for various transaction fees, including phone charges. The matter was rectified when I brought it to LHDR's attention, but I found it disconcerting to say the least that my account was being mismanaged in that way. Exhibit H is a true copy of my email to LHDR on this issue.
- (5) When my relationship with LHDR was terminated, I sent emails to LHDR and made numerous phone calls trying to get my refund. I was given the name of "Antonio" several times and told he was the manager, but I could never speak to him. Several representatives told me that Antonio said I was not due a refund. At other times I was simply told that corporate was handling it. I have not yet received my refund of fees paid to LHDR for services not rendered, though on May 11, 2013 I did receive a check from LHDR in the amount of \$871.07, which was the balance left in my settlement account. Exhibit I is a true copy of my most recent email to LHDR

summarizing my efforts to obtain a refund and LHDR's unresponsiveness on the issue.

Denise M. Bazik 9-24-13
Denise M. Bazik Date

Sworn to and subscribed before me

This the 24th day of Sept, 2013

Deana M. Spainhour
(Notary Public) Deana M. Spainhour



My Commission Expires: Jan. 22, 2018

Daniel, Julie

From: Denise Bazik <dbazik@carolina.rr.com>
Sent: Wednesday, September 04, 2013 3:26 PM
To: Daniel, Julie
Subject: FW: Legal Helpers Document from Jasen
Attachments: Bazik.pdf

Denise M. Bazik

thirty-one
independent
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

From: Jasen Small [<mailto:jsmall@legalhelpersusa.com>]
Sent: Monday, January 10, 2011 6:09 PM
To: dbazik@carolina.rr.com
Subject: Legal Helpers Document from Jasen

For your review.

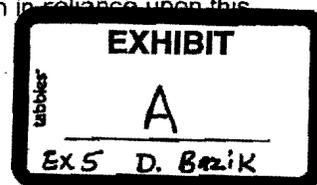
Regards,

Jasen Small, Senior Debt Analyst
Legal Helpers Debt Resolution, LLC
7460 Warren Parkway, Suite 220
Frisco, TX 75034
Toll Free Direct: 866-491-8559
Fax: 888-502-3845
Email: jsmall@legalhelpersusa.com



At Legal Helpers Debt Resolution LLC/Macey, Aleman, Hyslip & Searns your satisfaction is our # 1 priority. Thank you for choosing our law firm.

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LEGAL HELPERS

DEBT RESOLUTION, LLC

For Reference Purpose Only

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William Berry (IA)
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Jeffrey Aleman (IL)
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Amanda Wolf (OR)
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Maziar Puck (TX)
Oliver Myers (UT)
Martha Conway (VA)
Timothy King (VT)
Monica Lisa Gaculas (WA)
William Murphy (WA)

CLIENT INFORMATION

Date 1/10/2011

CLIENT

Full Name: Denise Bazik SSN: _____ DOB: _____

Address: _____ Apt # _____

City: _____ State: _____ Zip Code: _____

Home Phone: (704) 394-9030 Work Phone: _____ Cell: _____

Occupation: _____ Employer Name: _____ Length of Employment: _____ yrs

Email Address: _____ Mother's Maiden Name: _____

CO-CLIENT

Full Name: _____ SSN: _____ DOB: _____

Address: _____ Apt # _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____ Cell: _____

Occupation: _____ Employer Name: _____ Length of Employment: _____ yrs

Email Address: _____ Mother's Maiden Name: _____

DEBT INFORMATION

Homeowner? Renting? Estimated Home Value \$ _____ Mortgage Balance \$ _____

Filed Bankruptcy? Yes No If Yes: Chapter 7 13 Year Filed? _____ Year Discharged? _____

Total Debt: \$60,834.50 Monthly Payment: \$1,520.86 Are you behind on payments? Yes No

Number of months behind: _____ Number of Dependents _____

Office use only

Total Unsecured Debt: \$60,834.50 Program Length (months): 45

Program's First Payment: \$920.38 Date of First Payment: 1/28/2011

Counselor's Name: _____ Affiliate: _____

For Reference Purpose Only

HARDSHIP LETTER

Cause of Hardship:

- | | |
|---|---|
| <input type="checkbox"/> Company Slowdown | <input type="checkbox"/> Temporary Loss of Work |
| <input type="checkbox"/> Laid Off | <input type="checkbox"/> Disability |
| <input type="checkbox"/> Medical Problems | <input type="checkbox"/> Pay Cut |
| <input type="checkbox"/> Personal Injury | <input type="checkbox"/> Loss of Financial Provider |
| <input type="checkbox"/> Divorce | <input checked="" type="checkbox"/> Other _____ |

Please Briefly Explain Hardship:

Higher interest rates and payments are to the point where it's getting tougher to keep up. Client is a school teacher and there are months during the summer where there is no income coming in.

BUDGET ANALYSIS

(All information should be on a monthly basis)

Client Net Monthly Income	<input type="text" value="\$2,631.00"/>	Funds Available	<input type="text" value="\$1,451.00"/>
Co-Client Net Monthly Income	<input type="text" value="\$"/>		
Total Income	<input type="text" value="\$2,631.00"/>		

Mortgage/Rent	<input type="text" value="\$1,150.00"/>	Household Items	<input type="text" value="\$0.00"/>
Home Owners Insurance	<input type="text" value="\$165.00"/>	Clothing	<input type="text" value="\$0.00"/>
Life Insurance	<input type="text" value="\$0.00"/>	Laundry/Dry Cleaning	<input type="text" value="\$0.00"/>
Medical Care	<input type="text" value="\$0.00"/>	Utilities	<input type="text" value="\$174.00"/>
Child Care / Support / Alimony	<input type="text" value="\$1,196.00"/>	Telephone	<input type="text" value="\$148.00"/>
Cable TV / Satellite	<input type="text" value="\$160.00"/>	Auto Loans	<input type="text" value="\$0.00"/>
Charity / Donations	<input type="text" value="\$0.00"/>	Auto Other	<input type="text" value="\$0.00"/>
Entertainment	<input type="text" value="\$100.00"/>	Auto Insurance	<input type="text" value="\$0.00"/>
Gym/Health	<input type="text" value="\$0.00"/>	Education	<input type="text" value="\$0.00"/>
Personal Care	<input type="text" value="\$0.00"/>	Student Loans	<input type="text" value="\$0.00"/>
Back Taxes	<input type="text" value="\$0.00"/>	Misc/other	<input type="text" value="\$170.00"/>
Food	<input type="text" value="\$450.00"/>	Total Expenses	<input type="text" value="\$3,763.00"/>

For Reference Purpose

**LEGAL HELPERS DEBT RESOLUTION, LLC
LETTER OF ENGAGEMENT**

This letter confirms the retention of Legal Helpers Debt Resolution, LLC, also known as the law firm of Macey, Aleman, Hyslip & Searns ("LHDR") by Denise Bazik ("Client") to advise, counsel and negotiate on behalf of Client in regard to Client's unsecured debt and related financial circumstances relating to credit cards and line of credit obligations (the "Project").

Scope

The scope of the Project is specifically limited to the following:

- 1) LHDR will review Client's current unsecured debt burden and thereafter negotiate and attempt to enter into settlements with Client's creditors in an effort to modify or restructure Client's current unsecured debt;
- 2) LHDR's obligation to negotiate shall apply only to specific unsecured debt obligations as disclosed by Client and accepted by LHDR under this Agreement ("Enrolled Debt"). The details of such obligation are included in the Creditor Listing Form of the attached Terms, Conditions and Disclosures;
- 3) Provide Litigation Settlement Support to the Client which is defined and limited as follows:
 - a) In the event a creditor or collector sues Client related to an Enrolled Debt, LHDR will continue to assist and support Client in resolving this debt by:
 - i) At Client's request prioritizing the settlement of such debt over other Enrolled Debt;
 - ii) Initiating efforts to settle the litigation with plaintiff's attorney at a minimum settlement debt reduction of thirty-five percent (35%) of the debt's face value at the time of settlement, including interest, penalties, costs and late fees) ("LHDR Settlement Standard");
 - iii) Filing a responsive pleading to any complaint and fully representing Client in any litigation related to any debt included in the client's Enrolled Debt, including attendance at required court hearings, if LHDR is unable to reach a satisfactory settlement consistent with the LHDR Settlement Standard;
 - (1) Upon timely receipt of the Summons and Complaint from Client, LHDR will attempt to resolve the litigation prior to formally responding to the lawsuit with a court pleading.
 - (a) In order for receipt to be considered "timely," Client must deliver to LHDR, at LHDR's designated office for receipt of such matters, a copy of the Summons

and Complaint served upon Client immediately upon receipt, but in no event any later than fifteen (15) days prior to a response being due.

(b) If Client fails to timely send the Summons and Complaint to LHDR then LHDR has no obligation whatsoever to provide any services to Client in such matter.

(2) Upon notice of a settlement offer consistent with the LHDR Settlement Standard Client will have the option to accept or reject the offer. If Client rejects the offer, LHDR will inform Client that pursuant to this agreement LHDR will not be responding to the lawsuit and Client must undertake the responsibility of responding to the suit at his/her own expenses. However, if the Client has a valid defense as to the legitimacy or current enforcement of the subject debt that is the basis of the litigation, LHDR will continue to fully represent the Client through trial regarding the subject debt.

(a) Client expressly acknowledges and agrees that should LHDR obtain a settlement offer consistent with the LHDR Settlement Standard herein, LHDR will not have an affirmative obligation to formally respond to the lawsuit, unless the Client has a valid defense as to the legitimacy or current enforcement of the subject debt that is the basis of the litigation.

(b) Client expressly acknowledges and agrees that if LHDR obtains a settlement offer consistent with the LHDR Standard Settlement and Client does not have a valid defense as stated above and Client nonetheless rejects the offer, Client will have the option of retaining the law firm to continue the representation at an added hourly rates as outlined in the Terms, Conditions and Disclosures section of this agreement. If the Client does not wish to retain LHDR for such additional services, the Client will immediately execute a Substitution of Attorney relieving LHDR as counsel. Should Client fail to execute the substitution of attorney to relieve LHDR of its obligations under any suit then pending against Client for which a LHDR Standard Settlement offer was obtained, LHDR will have the right to request the court in which the case is pending to be relieved as Client's attorney in that particular matter.

(3) Should a settlement offer consistent with the LHDR Settlement Standard not be received before the time to respond to the Summons and Complaint, or a settlement offer is received which is inconsistent with the LHDR Settlement Standard, then a responsive document will be filed with the court by LHDR.

b) Any and all required court filing fees and costs to respond to the Complaint served upon Client are the responsibility of the Client. (See attached Terms, Conditions and Disclosures for further information regarding court costs).

- c) LHDR shall have no obligation to represent Client regarding any of the following in a pending suit related to an Enrolled Debt:
- i) The appeal of any judgment from such suit; or
 - ii) The filing of a bankruptcy case (such services may be provided by LHDR for an additional fee which will require an additional and separate written retainer agreement).
- 4) LHDR will not and does not provide the following services to Client:
- a) Tax, financial planning or accounting advice;
 - b) Attempts to repair credit or correct entries on credit reports;
 - c) Bankruptcy services, except as specifically provided for below;
 - d) Representation of Client in any matter before a court, including foreclosure proceedings or in any arbitration or hearing, except as expressly set forth in this agreement; or
 - e) Elimination of harassment or collection calls from creditors or collectors, except as provided for within this agreement.
- 5) LHDR and its staff will timely respond to all Client inquiries and keep the Client reasonably informed as to all offers of debt modification.

Fees

Our fees will be determined in accordance with the attached Terms, Conditions and Disclosures which are incorporated by reference herein.

LHDR shall subcontract out to a third party certain tasks including, but not limited to, negotiations with creditors and collectors and certain customer support responsibilities. LHDR and other legally trained, licensed personnel will supervise all negotiations and customer support, and ensure that those services comply with established rules and procedures.

Without limiting LHDR's general legal and ethical rights to withdraw from a representation for nonpayment of fees, it is agreed that sufficient cause for withdrawal shall be deemed to exist upon the occurrence of any one of the following events:

- (1) The subject case is dismissed;
- (2) LHDR provides Client with a settlement offer consistent with Client's Settlement Objective;
- (3) A judgment is entered against Client;

- (4) Client elects another legal strategy to resolve the debt, including but not limited to, the filing of a bankruptcy petition; or
- (5) LHDR's representation is terminated by Client's breach of any of the terms of this retainer agreement. In such event, LHDR may elect to terminate its services and decline to represent you further. Any termination of representation shall not affect LHDR's right to be paid all our previously incurred but unpaid fees, charges and disbursements.

Arbitration

In the event of any claim or dispute between Client and LHDR related to the Agreement or related to any performance of any services related to this Agreement, such claim or dispute shall be submitted to binding arbitration upon the request of either party upon the service of that request. The parties shall initially agree on a single arbitrator to resolve the dispute. The matter may be arbitrated either by the Judicial Arbitration Mediation Service or American Arbitration Association, as mutually agreed upon by the parties or selected by the party filing the claim. The arbitration shall be conducted in either the county in which Client resides, or the closest metropolitan county. Any decision of the arbitrator shall be final and may be entered into any judgment in any court of competent jurisdiction. The conduct of the arbitration shall be subject to the then current rules of the arbitration service. The costs of arbitration, excluding legal fees, will be split equally or be borne by the losing party, as determined by the arbitrator. The parties shall bear their own legal fees.

Both parties agree that this agreement and related matters will be governed by Illinois law.

Executed on 1/10/2011

Signature of Client

Signature of Co-Client



Signature of LHDR

TERMS, CONDITIONS AND DISCLOSURES

CONDITIONS

As a condition of LHDR's representation of Client, Client will:

- 1) Provide LHDR with updated, truthful, accurate and complete information and documents relating to the Enrolled Debt. Such information must contain current account balances and the name of the creditor and account number;
 - a) LHDR is under no obligation to verify the information supplied by Client.
- 2) Forward all correspondence from creditors and collection agencies, including collection letters, demands and complaints, to LHDR within five (5) days of receipt;
- 3) Not engage in debt resolution discussions with creditors or collection agencies who call them;
 - a) If a creditor or collection agency engages in harassing or abusive conduct, Client will promptly notify LHDR and provide complete and accurate information regarding such contacts.
- 4) Notify LHDR in writing by mail, email or fax if Client directly receives settlement offers from any Creditors.
 - a) Such notification shall include all terms and conditions of any settlement offers, whether they were made orally or in writing, so that LHDR can undertake negotiations with that company directly.
- 5) Expect that, on occasion, personal involvement in the negotiations and settlement process is needed as part of the representation and such personal involvement does not change any terms, including fees, of this Agreement.
- 6) timely respond to all requests or communications from LHDR or its representatives and will promptly provide LHDR about any change of address or other contact information;
- 7) subsequent to the execution of this Agreement, based on the advice of LHDR, determine and agree to a schedule of monthly payments based on the total amount of debt to be modified, including payment of appropriate fees and costs to LHDR ("Payment Confirmation Schedule"). A copy of said schedule is attached hereto, incorporated by reference.
 - a) Client agrees to:
 - i) Make all the payments on the designated dates; and
 - ii) Timely and fully pay all debt modification negotiated by LHDR and approved by them.

AUTHORIZATIONS

Client authorizes LHDR as follows:

- 1) to disclose information regarding Client's financial condition or status to any creditor or collector in regard to the debt resolution plan. Further, LHDR may obtain information concerning Client from such creditors;
- 2) to disclose to creditors and collectors that LHDR and its representatives, or subcontractors, are authorized to negotiate debt resolution terms on behalf of Client; and
- 3) to negotiate and modify the unsecured debt listed in the Creditor Listing Form of this Agreement.
- 4) Electronic Payment Authorizations:
 - a) By signing below, Client authorizes LHDR (or its designee) to process debit entries from my checking, savings, or other F.D.I.C. insured bank account. This authority shall remain effective until cancelled by Client in writing at least five (5) business days prior to the scheduled payment due date. Client understands that there will be a twelve dollars and fifty cents (\$12.50) cost automatically charged to an account for any non-sufficient funds (NSF) transactions. Client will provide LHDR with a voided check or savings deposit slip.

ACKNOWLEDGEMENTS, DISCLOSURES & DISCLAIMERS

Acknowledgements

Client acknowledges and agrees that:

- 1) The outcome of LHDR's negotiation of any specified account entered by Client into the debt negotiation program uncertain and results may vary;
- 2) The services provided by LHDR does not include the modification, collection or improvement of Client's credit reports or credit score;
- 3) LHDR's debt negotiation may not prevent creditor or collection agency harassment, nor prevent phone calls on behalf of creditors or collection agencies to Client;
- 4) Unless otherwise stated in this agreement, Client may be sued by creditors or collection agencies and, in that event, LHDR's services pursuant to this Agreement do not include legal representation in those matters;
- 5) The discharge of indebtedness may be considered a taxable event and Client should consult a tax professional for any such service;

- 6) Client will continue to incur late fees and penalties on the accounts;
- 7) Client's participation in the program may adversely affect the client's credit score;
- 8) Client should not incur any new or additional debt and should refrain from using or obtaining credit during the LHDR debt resolution representation. Client understands and acknowledges that all credit cards or lines of credit shall be closed and that no additional credit cards or lines of credit should be applied for during the LHDR debt resolution representation. Client understands and acknowledges that they may keep one credit card, not to be accepted in the program, open for emergency purposes only. This credit card should not be from the same issuing bank as any accounts entered by Client into the LHDR debt resolution representation.

Disclosures & Disclaimers

- 1) Client's nonpayment, minimal payments or settlement payments to creditors may result in derogatory credit information being transmitted to the major credit reporting agencies, and in the event that any negative effect is caused to Client's credit profile, LHDR does not provide credit repair services. By signing this agreement, Client acknowledges that they received proper notice regarding possible consequences to the Client's credit rating.
- 2) LHDR will not agree to provide the services under this Agreement absent Client's full understanding and acceptance of the basis for the work to be performed. LHDR and its agents and representatives provide services related to the modification and restructuring of Clients' unsecured debt. LHDR cannot and does not make any guarantee of any kind regarding the success of any negotiation or regard to such modification. Client acknowledges that each case is unique and that results may vary.
- 3) There are other remedies available in regard to Clients' goal of debt resolution including consumer credit counseling and bankruptcy. (See Exhibit A of this Agreement for further information). Consumer Credit Counseling may have less impact on Clients' credit rating and reduce interest rates on current debt, but generally will require payment of the majority of the existing debt. Bankruptcy may discharge the majority of Client's debts; however Client has requested LHDR to pursue other alternatives at this time to avoid bankruptcy. LHDR will discuss and advise Client as to the bankruptcy option, including fees and costs, at any time the Client's circumstances change or Client requests such consultation. There are no additional fees or costs required from Client for such consultation and advice regarding bankruptcy. In the event that the Client elects to pursue a bankruptcy option in the future with LHDR, a full disclosure regarding fees shall be given including any credits or pro rata reduction in fees based on LHDR's representation of the Client pursuant to this Agreement.

FEES & COSTS

- 1) LHDR charges for its legal services on a flat fee payment schedule basis. This fee is payable as follows:
 - a) **Flat Fee:** Client will pay LHDR an initial flat fee retainer of nine hundred dollars (\$900) and an ongoing monthly flat fee of \$79.00 for debt review, analysis and structuring of a debt resolution plan, and pre-litigation Settlement Support. This fee also fully covers any Litigation Support Services as outlined in the Letter of Engagement.
 - i) The initial flat fee retainer of \$900 may be paid over 6 months with the first payment of \$ 150 due at the time of execution of the agreement, and each subsequent payment of \$ 150 due in 30 day increments thereafter.
- 2) The implementation, management and maintenance of a debt resolution plan by LHDR shall be performed under the direct supervision of LHDR by Legal Services Support Group, LLC (LSSG) at a cost of fifteen percent (15%) of the Client's total scheduled debt (hereinafter referred to as Service Cost). LHDR has a non-exclusive reciprocal referral Agreement with LSSG to provide these services under LHDR's direct supervision. These are services required for the debt resolution plan, but are not legal services. There is no attorney-client relationship between Client and LSSG in regard to these services and any specific communications between client and LSSG are not protected by attorney-client privilege. LSSG cannot and will not provide any legal advice to the Client other than as communicated through LSSG by LHDR and under LHDR's supervision. The 15% Service Cost shall be paid by Client. The service cost shall be paid by the client in equal consecutive monthly payments, as outlined in the attached payment plan summary. Monthly payments in excess of fees and costs will have the overage directly allocated towards Client's settlement saving fund (see payment schedule for specific plan details).
- 3) Client agrees to have their payments of Service Cost and Savings to be automatically drafted by LHDR (or its designees) from an authorized F.D.I.C. bank account with Client's first payment to start on 1/28/2011 and thereafter each month on the 28 day.
 - a) Should Client decide to terminate LHDR's representation at any time, LHDR will refund the portion of any unused retainer that reflects fees for services that have not yet been rendered.
- 4) Client agrees to have their initial flat fee retainer of \$900 automatically drafted by LHDR (or its designees) from an authorized Federal Deposit Insurance Corporation (referred to as "F.D.I.C.") insured bank account, based on the agreed payment schedule, with the first draft to occur on 1/28/2011 and each subsequent draft to occur on the 28 day of each following month until fully paid.
- 5) In the event LHDR represents Client in a legal action as set forth in this agreement, any and all required court filing fees and costs associated with such representation are the sole responsibility of Client. Client agrees and consents to LHDR deducting from Client's escrow

account the appropriate fees and costs as required to respond to any legal action. In the event that Client's escrow account has insufficient funds to pay for the cost's, Client will be informed of the shortfall amount and directed to tender the appropriate amount to LHDR in a timely manner but in no event later than 15 days prior to a response being due. LHDR will not be obligated to file any responsive documents with the court in which the lawsuit is pending until such time as the costs associated with filing a responsive document have been received. Under no circumstances will LHDR advance such fees and costs to Client. Client acknowledges that if sued, failing to timely file a responsive pleading document with the Court may have adverse consequences to, including but not limited to, the entry of judgment against Client.

- a) Client expressly acknowledges and agrees that should LHDR obtain a settlement offer consistent with the LHDR Settlement Standard herein, LHDR will not have an affirmative obligation to formally respond to the lawsuit, unless the Client has a valid defense as to the legitimacy or current enforcement of the subject debt that is the basis of the litigation. If Client has a valid defense, the above flat fee shall include appropriate legal work in response and defense of such litigation claim.
- 6) Client expressly acknowledges and agrees that if LHDR obtains a settlement offer consistent with the LHDR Standard Settlement and Client does not have a valid defense as stated above, and Client nonetheless rejects the offer, Client will have the option of retaining the law firm at an added hourly rate of \$200 per hour for continuation of work in defense of the litigation claim. **This additional hourly fee will only be charged to Client, if it is determined that there is no valid defense to the litigation claim and client has rejected a settlement offer consistent with the LHDR Settlement Standard herein.**
- 7) LHDR maintains a standard of representation for each individual account entered by Client into the LHDR debt resolution plan, of a minimum of settlement debt reduction of thirty-five percent (35%) of the debt's face value at the time of settlement, including interest, penalties, cost and late fees. In the event that LHDR does not meet this minimum standard for a particular account, it shall refund the pro rata share of all fees and costs paid to for such work under the direct supervision of LHDR and LHDR shall further direct LSSG to settle that individual account for Client at no additional cost. This refund is subject to all of the following terms and conditions:
 - a) Client must act in complete compliance with this agreement and shall cooperate with LHDR under this agreement;
 - b) Client must not default on any Service Cost payment obligations under an agreed-upon settlement for any accepted account;
 - c) If for any reason, Client is unwilling or is unable to accept a proposed settlement on any contracted account with a settlement debt reduction of thirty-five percent (35%) or greater of the debt's face value at the time of settlement minus fees and costs of this agreement, or Client otherwise fails or refuses to accept any such settlement on any

contracted account with a settlement debt reduction of thirty-five percent (35%) or greater of the debt's current face value, minus fees and costs of this agreement this Limited Guarantee shall be null and void, and have no force or effect;

- d) Should LHDR be unable to settle one or more of Client's individual accounts accepted pursuant to this agreement, any refund shall be calculated on a pro rata basis as to the Service Cost paid to LHDR attributable to such individual unsettled account;
- e) This minimum standard provision does not apply to any Client's individual accounts accepted into the debt resolution plan which have had balance transfers, cash advances, accounts initially accepted with balances fewer than one thousand dollars (\$1,000) or where there has been a law suit filed on such individual account. LHDR will discuss with the Client other legal remedies in the event of such circumstances including Chapter 7 or Chapter 13 bankruptcy;
- f) Client must have completed the program and not terminated the Agreement prior to LHDR having an opportunity to settle all accounts on the Creditor Listing Form; and
- g) Any accounts subject to garnishment are excluded from the minimum standard representation.

SEE ATTACHED DISCLOSURE AND ELECTION OF SERVICES BELOW

For Reference Purpose Only

EXHIBIT A

DISCLOSURE AND ELECTION OF SERVICES

Debt Negotiation, Credit Counseling, Bankruptcy,

LHDR is a full service debt resolution law firm which provides services including debt negotiation and restructuring, bankruptcy services and where appropriate referral to consumer credit counseling agencies. The following provides information as to all these approaches to debt resolution for your review. Clients should fully understand the advantages and disadvantages of each to make an informed decision.

Debt Negotiation

Debt Negotiation is a process where the law firm, based on your specific circumstances, develops a plan to manage your debt resolution with your creditors. In general terms, it is a process of negotiating with your creditors for a lower balance/forgiveness of debt, a reduced interest rate, a reduced monthly payment or other restructuring alternatives. To be successful in debt negotiation, you need to have sufficient cash flow to meet your living expenses each month and provide some funds towards resolution of your debt.

LHDR will contact all your unsecured creditors in writing that you are represented by the law firm and that we are advising you as to all alternatives for debt resolution. As you have indicated in your compliance review, you prefer LHDR to attempt debt negotiation as an alternative to bankruptcy. However, if your financial circumstances change, we will advise you as to other debt resolution alternatives outlined above, so you can make an informed decision based on our advice.

Credit Counseling

LHDR offers services that will allow you to work with a certified credit counselor to devise a plan that is tailored to your specific needs and goals. Credit counseling agencies often provide services for free and will help to educate you about how to avoid financial problems in the future by offering debt management classes or seminars. They do not erase your debt. Instead they work with you to budget money so that you can pay off the debt often times by debt consolidation. Collections by your creditors may continue while using a credit counselor and most plans require you to pay your entire debt balance over the life of the plan. Consumer credit counseling agencies are required to advise you that they are compensated by the creditors based on the amount of debt they are able to have you pay.

Bankruptcy

Bankruptcy will usually discharge your unsecured debt and your creditors are not permitted to contact you once you have filed with the court. There are two kinds of bankruptcy; Chapter 13 bankruptcy where you are generally able to keep property that is mortgaged such as your house

or car and are expected to repay debts in three to five years and Chapter 7 bankruptcy where you must give up all non-exempt property and assets that you own in exchange for a discharge of most debt. Bankruptcy may be appropriate if you have pending foreclosures, collection litigation or wage garnishments, however, you will generally be unable to establish credit for up to ten years. In 2005, the bankruptcy law was changed to make it more difficult for some consumers to file Chapter 7 bankruptcy based on a financial means test and credit counseling requirements that may require a repayment of some of your debt.

LHDR as a debt relief agency under the United States Bankruptcy Code Sections 527 (a) and (b), in the event you determine to file bankruptcy, we are required to provide the following information and notice: A debt relief agency providing bankruptcy assistance to an assisted person shall provide--

(1) the written notice required under section 342(b)(1); and

(2) to the extent not covered in the written notice described in paragraph (1) and not later than 3 business days after the first date on which a debt relief agency first offer to provide any bankruptcy assistance services to an assisted person, a clear and conspicuous written notice advising assisted persons that--

(A) all information that the assisted person is required to provide with a petition and thereafter during a case under this title is required to be complete, accurate, and truthful;

(B) all assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case, and the replacement value of each asset as defined in section 506 must be stated in those documents where requested after reasonable inquiry to establish such value;

(C) current monthly income, the amounts specified in section 707(b)(2), and, in a case under chapter 13 of this title, disposable income (determined in accordance with section 707(b)(2)), are required to be stated after reasonable inquiry; and

(D) information that an assisted person provides during their case may be audited pursuant to this title, and that failure to provide such information may result in dismissal of the case under this title or other sanction, including a criminal sanction.

If you have any questions regarding the above options, please contact us for further explanation. If you are ready to proceed, sign below your acknowledgement that you have reviewed all possible debt resolution options and have determined that debt negotiation by LHDR is your preference, subject to your ability to request a different alternative if your circumstances change in the future.

**IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES
FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER**

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney. THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST. Ask to see the contract before you hire anyone.

The following information will help you to understand what must be done in a routine bankruptcy case and will help you to evaluate how much assistance you may need. Although bankruptcy can be complex, many cases are routine.

Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a bankruptcy case, documents called a Petition, Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intentions need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a 'trustee' and by creditors.

If you choose to file a chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with the preparation of your chapter 13 plan and with the confirmation hearing on your plan which will take place before a bankruptcy judge.

If you select another type of relief under the Bankruptcy Code (other than chapter 7 or chapter 13), you will want to find out what should be done from someone familiar with that type of relief.

Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only attorneys, not bankruptcy petition preparers, can give you legal advice.

I have reviewed all debt resolution options available to me including bankruptcy and consumer credit counseling and elect to pursue debt negotiation services with LHDR, subject to my ability to request other alternatives, based on changes in my financial circumstances.

Client: _____ Date: _____

Client: _____ Date: _____

THIS PORTION FOR ELECTRONIC PAYMENT AUTHORIZATION

By signing below, I authorize Legal Helpers Debt Resolution, LLC (LHDR) (or their designees) to process debit entries from my checking, savings, or other F.D.I.C. insured bank account. This authority shall remain effective until cancelled by me in writing, at least five (5) business days prior to my scheduled payment due date. I understand there will be a twenty-five dollar (\$25) cost automatically charged to my account for any non-sufficient funds (NSF) transactions. I will provide LHDR with a voided check or savings deposit slip.

Name on Account (Please Print): _____

Please transfer payments directly from my Checking account, Savings account, or Other account

Bank Name: _____

Bank Address: _____

City: _____ St: _____ Zip: _____

Bank Phone #: _____

**Routing # _____ Account # _____

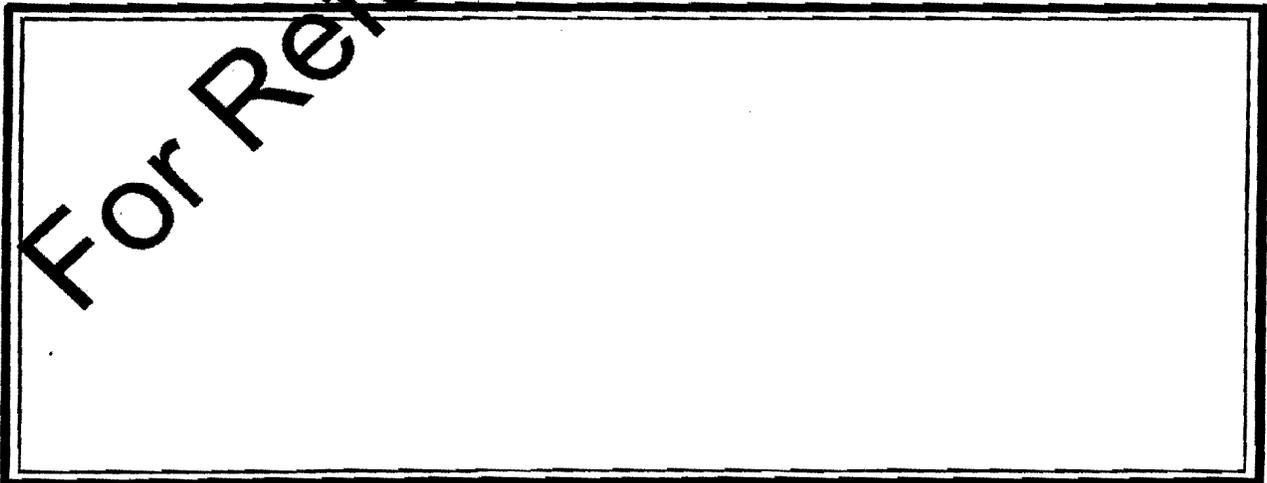
*Routing numbers are always 9 digits long and always start with 0, 1, 2, or 3.

Authorized Signature on Account

Printed Name

Date

Attach Voided Check or Savings Deposit Slip Here





MAIN OFFICE
Sears Tower
233 S Wacker Dr, Suite 5150
Chicago, IL 60606

ADMINISTRATIVE OFFICE
2152 DuPont, Suite #101
Irvine, CA 92612
Ph: (866) 528-9169
F: (866) 945-9166
cs@legalhelpersdrcls.com

POWER OF ATTORNEY

I/We, Denise Bazik

Located at _____

in the City of _____, State of _____ Zip _____

hereby appoint Legal Helpers Debt Resolution, LLC ("L.H.D.R.") as my/our attorney in fact to do the acts described in this Power of Attorney. L.H.D.R. (and/or its designees) is hereby authorized to act as my/our limited financial advisor and to represent me/us in negotiating the modification, reduction, settlement, and payment on any and all debts allegedly due and owing in my/our name.

I/We authorize L.H.D.R. to request and receive confidential credit and account information from creditors, credit bureaus, collection agencies, creditor attorneys, or any other third parties who may be in possession of such information and could be viewed by me/us personally.

This Power of Attorney revokes all earlier Power of Attorney given by, or on behalf of, me/us relating to all communications of creditors' claims and shall be effective and binding on me/us until revoked by an instrument in writing executed by me/us. I/We further authorize L.H.D.R. to release a copy of this Power of Attorney to my/our creditors or their agents. A copy of this Power of Attorney shall be deemed as effective as an original.

Executed on 1/10/2011

Client Signature

Client Social Security Number

Co-Client Signature

Co-Client Social Security Number

For Reference Purpose Only

- | | | | | | |
|-----------------|--|--|--|--|---|
| PARTNERS | <ul style="list-style-type: none"> Melinda D'Amico (IL) Eric Aster (AK) Carlene Simmons (AZ) Clare Westfield (AZ) Richard Gustafson (CA) Joseph Santos (CA) Robert Bousquet (CA) Carolee Mathews (CA) Karen Gatto (FL) Berk Sauls (GA) | <ul style="list-style-type: none"> John DiDonato (IL) William Bonny (IL) Deanna Macey (IL) Patricia Higgins (IL) Shelagh Keenan (MO) Scott Basso (IA) Keith Johnson (KS) Debbie Davinatz (NY) Gary Brown (LA) Jeremy Miller (MS) | <ul style="list-style-type: none"> Sonia Kochhar (MD) Ray Morrison (MA) Geri Leigh (MI) James Agard (MN) John W. Baker (MI) Wade Kermanshah (MI) Scott Paul (MI) Ralph Wilkerson (MI) Samir Bhatta (MI) Daniel Morris (MI) | <ul style="list-style-type: none"> Sharon DeGuzman (NH) Elizabeth Neely (NH) Richard Robert (NH) Maria Chen (NY) Samuel Hersh (NY) John Hersh (NY) James Hersh (NY) Ray Brown (OH) Arnold Wolf (OH) Thomas Nicely (OK) | <ul style="list-style-type: none"> Robert Asquard (RI) John Cantrell (SC) Tim Fagan (SD) Brenda McNeen (TN) Martha Peak (TX) Oliver Adams (VA) Geoffrey Caproni (VA) Timothy King (VA) Mona Lisa Cucuzan (VA) William Murphy (VA) |
|-----------------|--|--|--|--|---|

Payment Confirmation Schedule

DEBT RESOLUTION PROGRAM

Total Amount of Debt		\$60,834.50		Estimated Settlements:			\$27,375.53
Service Cost Percentage		\$9,125.17					
Estimated Total Fees & Settlements:		\$41,416.95		TOTAL ESTIMATED SAVINGS			\$19,417.55
Month In Program	Retainer Fee	Service Cost	Settlement Reserves	Legal Service Fee	Trust Fees	Total Draft	Draft Due Date
1	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	1/28/2011
2	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	2/28/2011
3	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	3/28/2011
4	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	4/28/2011
5	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	5/28/2011
6	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	6/28/2011
7		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	7/28/2011
8		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	8/28/2011
9		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	9/28/2011
10		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	10/28/2011
11		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	11/28/2011
12		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	12/28/2011
13		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	1/28/2012
14		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	2/28/2012
15		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	3/28/2012
16		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	4/28/2012
17		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	5/28/2012
18		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	6/28/2012
19		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	7/28/2012
20		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	8/28/2012
21		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	9/28/2012
22		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	10/28/2012
23		\$0.01	\$831.13	\$79.00	\$10.25	\$920.38	11/28/2012
24			\$831.13	\$79.00	\$10.25	\$920.38	12/28/2012
25			\$831.13	\$79.00	\$10.25	\$920.38	1/28/2013
26			\$831.13	\$79.00	\$10.25	\$920.38	2/28/2013
27			\$831.13	\$79.00	\$10.25	\$920.38	3/28/2013
28			\$831.13	\$79.00	\$10.25	\$920.38	4/28/2013
29			\$831.13	\$79.00	\$10.25	\$920.38	5/28/2013
30			\$831.13	\$79.00	\$10.25	\$920.38	6/28/2013
31			\$831.13	\$79.00	\$10.25	\$920.38	7/28/2013
32			\$831.13	\$79.00	\$10.25	\$920.38	8/28/2013
33			\$831.13	\$79.00	\$10.25	\$920.38	9/28/2013
34			\$831.13	\$79.00	\$10.25	\$920.38	10/28/2013
35			\$831.13	\$79.00	\$10.25	\$920.38	11/28/2013
36			\$831.13	\$79.00	\$10.25	\$920.38	12/28/2013
37			\$831.13	\$79.00	\$10.25	\$920.38	1/28/2014
38			\$831.13	\$79.00	\$10.25	\$920.38	2/28/2014
39			\$831.13	\$79.00	\$10.25	\$920.38	3/28/2014
40			\$831.13	\$79.00	\$10.25	\$920.38	4/28/2014
41			\$831.13	\$79.00	\$10.25	\$920.38	5/28/2014
42			\$831.13	\$79.00	\$10.25	\$920.38	6/28/2014

For Reference Purposes Only

Settlement Reserves above is only an estimate of the amount needed for settlement.

Applicant Signature _____ Co-Applicant Signature _____

Print Name Denise Bazik Print Name _____

Date _____ Date _____



SPECIAL PURPOSE ACCOUNT AGREEMENT

This Special Purpose Account Agreement and Application (this "Agreement") contains the terms, conditions, and disclosures that apply to your Special Purpose Account (your "Account"). By signing the application for your Account (your "Account Application") and using your Account, you agree that this Agreement shall apply; and you agree to abide by all of the terms, conditions, and rules set forth herein. If you have questions that you do not believe are addressed in this Agreement, you can and should call, e-mail, or write Global Client Solutions, LLC ("Global") at the number or address shown at the end of this Agreement. Please review this document carefully and keep it with your other important records. In this Agreement, the words, "I", "me", "mine", "my", "you" and "your" mean you and any other party who you authorize to use your Account.

Purpose, Nature and Use of the Account: Your Account is a special purpose account that you can use in connection with the debt settlement program you have undertaken. In general, you will be making periodic deposits to your Account from your primary bank account, and you will be periodically disbursing funds from your Account to repay your debts and the costs associated with your Account and your debt settlement program. Your Account is an FDIC-insured sub-account within a master custodial account maintained at a bank designated or selected by Global. Additionally, you authorize Global to transfer your account to another FDIC Insured Institution under the existing terms. Global will provide written notice to you of such change. Unless you have otherwise provided, you are the only one that has the right to authorize the transactions relating to your Account; and you may withdraw funds from your Account and/or close it at any time in the manner provided for below. Your Account may not be used for any illegal purpose.

Passcodes / Passwords: You will be provided with a four-digit passcode (your "Passcode") that you will use to access your Account via the telephone and to identify yourself when contacting a customer service representative. You will also be provided with an initial Internet password (your "Password") that you will use to access your Account via the internet. You may change your Password from time to time for security purposes and you are encouraged to do so. You are responsible for the protection and use of your Passcode and Password. Do not disclose your Passcode or Password to anyone who does not have your permission to access your Account.

Telephonic / Electronic Communications: You authorize Global to accept and act upon any agreement or instruction received from you or authorized by you, concerning your Account where you have communicated that agreement or instruction by telephone, facsimile, e-mail or other electronic means using a telephone keypad or computer. Use of your passcode, password or any other form of identification designated by you in any transaction constitutes and will be accepted as your electronic signature for that term is used in the federal Electronic Signature in Global and National Commerce law and other applicable laws.

Authorizing and Initiating Transactions: You have authorized certain transactions to be undertaken in your Account Application. From time to time, you may change those instructions and/or give other instructions to initiate deposits to or disbursements from your Account using your Password to log into the Global website or by contacting Global customer service. You may also convey instructions through the Sponsor identified on your Account Application, and such instructions may be acted on without further confirmation unless you direct otherwise in writing. In any event, you must always provide a reasonable period of time to act your instructions. All authorized deposits to your account will be initiated pursuant to your instructions from time to time and all authorized disbursements will be made from your Account provided it contains sufficient "good" funds to cover the amount of the disbursement. However, neither Global, nor any service provider to Global will be responsible for determining when a payment is actually due, nor shall they be responsible for determining whether a payment is for the correct amount or otherwise proper. Their sole

obligation in this regard will be to execute your payment instructions in a commercially reasonable manner as soon as practical after receipt of such instructions; and if they perform in such manner, they shall not be responsible for any late payment fee, penalty or other charge levied by your creditor, for any failure of your creditor to honor a settlement or for any other adverse action taken or not taken by your creditor or any other party.

Fees and Charges: You promise to pay the fees and charges shown in your Account Application; and you agree that these fees and charges may be deducted directly from your Account. The monthly service charge for the first month in which your Account is opened will not be prorated and will be deemed earned on the first day your account is opened. Thereafter, the monthly service charge will be deemed earned in full on the first day of each calendar month during which your Account remains open. Other fees will be deemed earned at the time of the transaction or the event that gives rise to the fee. The fees and charges relating to your Account may be increased for any increase in the associated costs and expenses, in which case you will be provided with at least thirty days prior written notice.

Termination of Agreement: You may terminate this Agreement and close your Account at any time by sending a written notice to Global customer service. In addition, this Agreement may be terminated and your Account cancelled at any time without notice for inactivity, if your Account is improperly maintained or used, or if you otherwise violate any provision of this Agreement. If this Agreement is terminated for any reason, the collected balance in your Account will be sent to you by check within a reasonable period of time.

Default and Collection of Accounts: If your Account is suspended, cancelled or otherwise terminated for any reason and your Account has a negative balance, you agree to pay the negative balance upon demand. Should you fail to remit the full amount of such negative balance, you shall remain responsible for the deficit and collection actions may be pursued against you. If any such collection action is undertaken, you agree to pay all court costs and collection fees, including reasonable attorney's fees, to the extent permitted by applicable law.

Monthly Statements: You will receive a monthly statement showing your Account activity and balance by mail unless you have elected to receive your statement electronically. Additionally, you may obtain balance and transaction information by using your Passcode to access your Account via the telephone, by using your Password to log into the Global website or by calling Global customer service. You agree to carefully inspect your statement and promptly report any erroneous, improper or unauthorized transactions.

No Interest: No interest will be paid to you on or with respect to your Account.

Consumer Liability: If you believe someone has transferred or may transfer money from your Account without your permission, contact Global customer service immediately. Telephoning is the best way to keep your possible losses down.

FDIC Insurance: The funds in your Account will be FDIC insured up to a maximum of \$250,000.00 or such lower or higher limit as may be established by the Federal Deposit Insurance Corporation from time to time.

Incomplete Transactions: Neither Global nor any service provider to Global will be liable for failing to complete a transaction if you do not have enough money in your Account to complete the transaction; or if circumstances beyond their control prevent the completion of the transaction, including, without limitation, the acts or omissions of any ACH, check or other processor, the National Automated Clearing House Association, the Federal Reserve System, any bank, or the directive of any regulatory authority.

Error Resolution Procedures: In case of errors or questions about transactions involving your Account, call or write Global customer service no later than sixty days after the transaction in question has been reflected on your monthly statement. Please provide the following information:

1. Your name and Account number.
2. Date and amount of the transaction.
3. Type of transaction and description of the suspected error. Please explain as clearly as possible why you believe there is an error or why you need additional information.
4. Dollar amount of the suspected error.

If you provide this information orally, you also may be required to also provide it in writing within ten business days. You will be told of the results of the investigation of the suspected error within ten business days after you submit the information and any error will be promptly corrected. However, if more time is required to investigate the suspected error, it may take up to an additional thirty days to complete the investigation. If it is determined that there is no error, you will be provided with a written explanation within three business days of such determination; and you may ask for and receive copies of the documents used in making any such determination.

Creditor Disputes: You agree to settle all disputes about payments made to your creditors from your Account. Global is not a party to your debt settlement plan, and does not participate in the negotiation of your debts. *Accordingly, you hereby expressly acknowledge that Global does not have any involvement in or responsibilities of any nature with respect to your debt settlement plan or the results that you may or may not achieve from its execution.*

Governing Law: The laws of the State of Oklahoma govern this Agreement. If any part of this Agreement is declared void or unenforceable, such provisions shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

ARBITRATION OF DISPUTE

a. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Tulsa County, State of Oklahoma in accordance with the laws of Oklahoma in the county in which the consumer resides, in accordance with the Laws of the that state. The parties agree, the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to variation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost of arbitration, including attorneys' fees, equally. If the consumer's share of the cost is greater than \$1,000.00 (One-thousand dollars), the company will pay the consumers share of costs in excess of that amount. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Binding Arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator.

Limitation of Liability: Under no circumstances shall Global ever be liable for any special, incidental, consequential, exemplary or punitive damages.

USA Patriot Act Compliance: In order to assist in combating terrorism and preventing the Global system and the banking system from being used for money laundering purposes, you authorize Global to take those steps that are reasonable and practical to identify you and any information about you, including, without limitation, searching or accessing a credit report on you, obtaining other information about you and otherwise verifying your identity as required by the USA Patriot Act.

PRIVACY POLICY

Personal information may be collected from your Account Application, any updated information you may provide from time to time and the transactions processed through your Account. A description of the Privacy Policy applicable to your Account is provided below. If you have additional questions regarding the privacy of your personal information, please contact Global customer service.

Collection / Use of Personal Information: Collection of your personal information is designed to provide access to your Account and to assist in providing you with the products and services you have requested. All personal information collected and stored by Global, or on their behalf, is used for specific business purposes to protect and administer your Account and initiate your authorized transactions, to help to design or improve the applicable products and services and to comply with state and federal banking regulations. Only approved personnel will have access to your personal information. Furthermore, auditing mechanisms have been put into place to further protect your information by identifying the personnel who may have accessed and in any way modified, e.g., updated or added to, your personal information.

Maintenance of Accurate Information: It is your best interests to maintain accurate records concerning your personal information. For this reason, you are allowed to update your personal information online, at anytime, by using your Password to log into the Global website or by contacting Global customer service.

Limited Access to Personal Information: Access is limited to your personal information to only those personnel with a business reason for knowing such information. In addition, all personnel are educated about the importance of confidentiality and customer privacy. Individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personal information.

Third-Party Disclosure Restrictions: All third parties with a business need to access your personal information are required to adhere to stringent privacy policies. Your personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is allowed or required by law, e.g., the exchange of information with reputable reporting agencies in response to a subpoena, in connection with the investigation of fraudulent activity, etc.

Additional Information: If you have any questions regarding this Privacy Policy, please contact Global customer service.

CUSTOMER SERVICE INFORMATION:

Web site Address: www.globalclientsolutions.com

Correspondence Address: 4500 S. 129th E. Avenue, Ste 177
Tulsa, OK 74134

Telephone - (800) 398-7191 **Fax -** (866) 355-8228

E-mail: customersupport@globalclientsolutions.com

Note: Deposit instructions will be provided in the Global Welcome Packet for those customers who send in deposits.

Note: Deposit instructions will be provided in the Global Welcome Packet for those customers who send in deposit

SPECIAL PURPOSE ACCOUNT AGREEMENT & APPLICATION

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Special Purpose Account") to be administered at a bank selected by Global Client Solutions LLC ("Global") for the purpose of accumulating funds to repay my debts in connection with a debt settlement program (your "Program") sponsored by the organization identified below (the "Sponsor"). I understand that this Application is subject to a customer identification program, as required the USA Patriot Act and other applicable laws; and accordingly, I hereby represent that the following information is true and complete to the best of my knowledge and belief. In addition, I understand that I may be required to provide a copy of a driver's license and/or other information from time to time for use in connection with the verification of my identity and the administration of the Account. Furthermore, I understand that the Special Purpose Account is governed by the terms of this Agreement and that I am bound by all of its terms and conditions.

SPECIAL PURPOSE ACCOUNT OWNERSHIP, CONTROL AND USE

I understand that my Special Purpose Account, when established in accordance with this Application and Special Purpose Account Agreement, will be my sole and exclusive property; that only I (or Authorized Contact, if any) may authorize deposits to and disbursements from my Special Purpose Account; and that I (or Authorized Contact, if any) may withdraw funds from and/or close my Special Purpose Account at any time as provided for in the Agreement. I hereby authorize (a) periodic deposits to be made to my Special Purpose Account pursuant to the authorization provided below and (b) periodic disbursements to be made from my Special Purpose Account pursuant to instructions that I may give from time to time. In this regard, I hereby authorize payment from my Special Purpose Account of the fees and charges provided for in this Application and the Agreement.

PERMISSION TO SHARE DATA

I hereby grant permission for the bank selected by Global, Global and the Sponsor to share information regarding my Special Purpose Account and my Program with each other to facilitate the transactions I may initiate that involve my Special Purpose Account, and with any other party that is essential to the administration of my Special Purpose Account and/or my Program. I understand that the Agreement provides additional information relating to privacy.

Applicant: Last Name (Please print clearly)		First Name	MI	Social Security #	Date of Birth (mm/dd/yy)
Bazik		Denise			
Authorized Contact (optional): Last Name		First Name	MI	Social Security #	Date of Birth (mm/dd/yy)
Mailing Address			City	State	Zip Code
Physical Address (if different from mailing address)			City	State	Zip Code
Home Phone Number	E-mail Address	Mother's Maiden Name (for future ID purposes)			
(704) 394-9030					
Sponsor		Sponsor's Global Account Number			
Applicant Signature					Date

AUTHORIZATION TO DEBIT BANK ACCOUNT

Financial Institution Information

Bank Name	Routing Number ¹	Account Number ²
Address	City	State Zip Code
Name (as it appears on check)	Authorizing Person's Information	
Address (as it appears on check)	City	State Zip Code
Amount of Debit	Date of Debit	
\$ 920.38	1/28/2011	

On or after the _____ of each month until further notice

SCHEDULE OF FEES AND CHARGES

Account Setup (one-time fee)	\$0.00
Monthly Service Charge	\$0.00
Transaction and Other Fees	
Premium Deposit Services	
Wire transfer	\$0.00
Premium Disbursement Services	
Wire transfer	\$0.00
2 nd Day Delivery	\$0.00
Overnight delivery	\$0.00
Stop payment order	\$17.50

CUSTOMER SERVICE

Global is the customer service agent for all matters relating to your Special Purpose Account. Any other questions relating to your Program should be addressed to your Sponsor. See the Agreement for the Global payment and correspondence addresses, the address of the Global Web site and the toll-free Global customer service number.

MONTHLY STATEMENTS

I prefer to receive my monthly statements:

On-line; or

Via U.S. mail (monthly statements will be mailed if neither box is checked)

FOR OFFICE USE ONLY

GLOBAL CONSUMER ACCOUNT NUMBER

DSC CONSUMER ACCOUNT NUMBER

I hereby authorize Global to initiate debit entries to my checking account (or savings account) at the financial institution named above (my "Primary Bank Account"), in the amount(s) and on or after the date(s) set forth above, and to debit the same to my Primary Bank Account for the purpose of transferring funds to Applicant's Special Purpose Account. I represent that my Primary Bank Account exists; that I own it; and that I will maintain sufficient funds in it to permit the debits to clear on the applicable dates. I understand that I may incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented; and that the financial institution providing my Primary Bank Account may also assess a charge if this occurs. In addition, I understand that I may subsequently designate another account for this purpose by contacting Global customer service; that I may also change the corresponding amounts and dates from time to time in that manner; and that the representations I made above about My Primary Bank Account will apply to any other account that I designate.

This authorization shall remain in full force and effect until I give a written termination notice to Global that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Application and Agreement, shall be sent to Global customer service at the address set forth in the Agreement. In addition, I understand that Global may terminate this authorization by providing me with a written notice at least ten (10) days prior to the actual termination.

¹ Routing Number is the 9-digit number appearing in the bottom left corner of your check.

² Account number is to the right of the Routing Number and after the Check Number.

Signature of Person Authorizing Global to Debit Account

Date

AFFIDAVIT OF COMPLIANCE

I, _____ as an attorney or paralegal affiliated with and under contract to the law firm Legal Helpers Debt Resolution, LLC (also known as Macey, Aleman, Hyslip & Searns), in my role as a Member, Partner, Employee or Independent Contractor of said firm (LHDR), confirm that I have conducted a personal and face-to-face meeting with Denise Bazik (Client) to review the Client's file and present all relevant information regarding our representation of said Client, as it relates to our Letter of Engagement to provide bona fide legal and law-related debt resolution and financial workout services to the Client. I have determined that no fees have been received from said client prior to the execution of the Letter of Engagement this date and such execution has taken place in my presence following my in-person meeting with Client. This Affidavit of Compliance establishes a written record to verify compliance with any and all applicable local, state or federal laws or regulations (collectively the "Applicable Laws"), including, but not limited to the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. 6101-08, and the Telemarketing Sales Rule, as amended, 16 C.F.R. Part 310; 75 Fed. Reg. 48458, 48522.

The following subjects were reviewed with Client in writing and where appropriate orally or in response to questions regarding such representation:

- 1) That debt resolution that alters the terms of payment of unsecured debt might have a negative effect on the Client's credit and that LHDR does not clean up, fix, or repair credit.
- 2) That the scope of the representation is specifically limited to the following:
 - a) Determine which specific debt resolution option is most appropriate for Client, including an initial review of their budget, income and debt;
 - b) Review Client's current unsecured debt burden and thereafter negotiate and attempt to enter into settlements with Client's creditors in an effort to modify or restructure Client's current unsecured debt;
 - c) Provide litigation defense as outlined in the Letter of Engagement.
- 3) A full review of all fees and costs associated with the representation of the Client.
- 4) That LHDR maintains a standard of representation for each individual account entered by Client into the LHDR debt resolution plan, of a minimum of settlement debt reduction of thirty-five percent (35%) of the debt's face value at the time of settlement, including interest, penalties, cost and late fees as outlined further in the Terms and Conditions of the Engagement Letter. In the event that LHDR does not meet this minimum standard for a particular account, it shall refund the pro rata share of all fees and costs paid to LHDR for such work and LHDR shall settle that individual account for Client at no additional cost.

I affirm the above statements are true and accurate.

Executed this on 1/10/2011

On behalf of LHDR

Name: _____

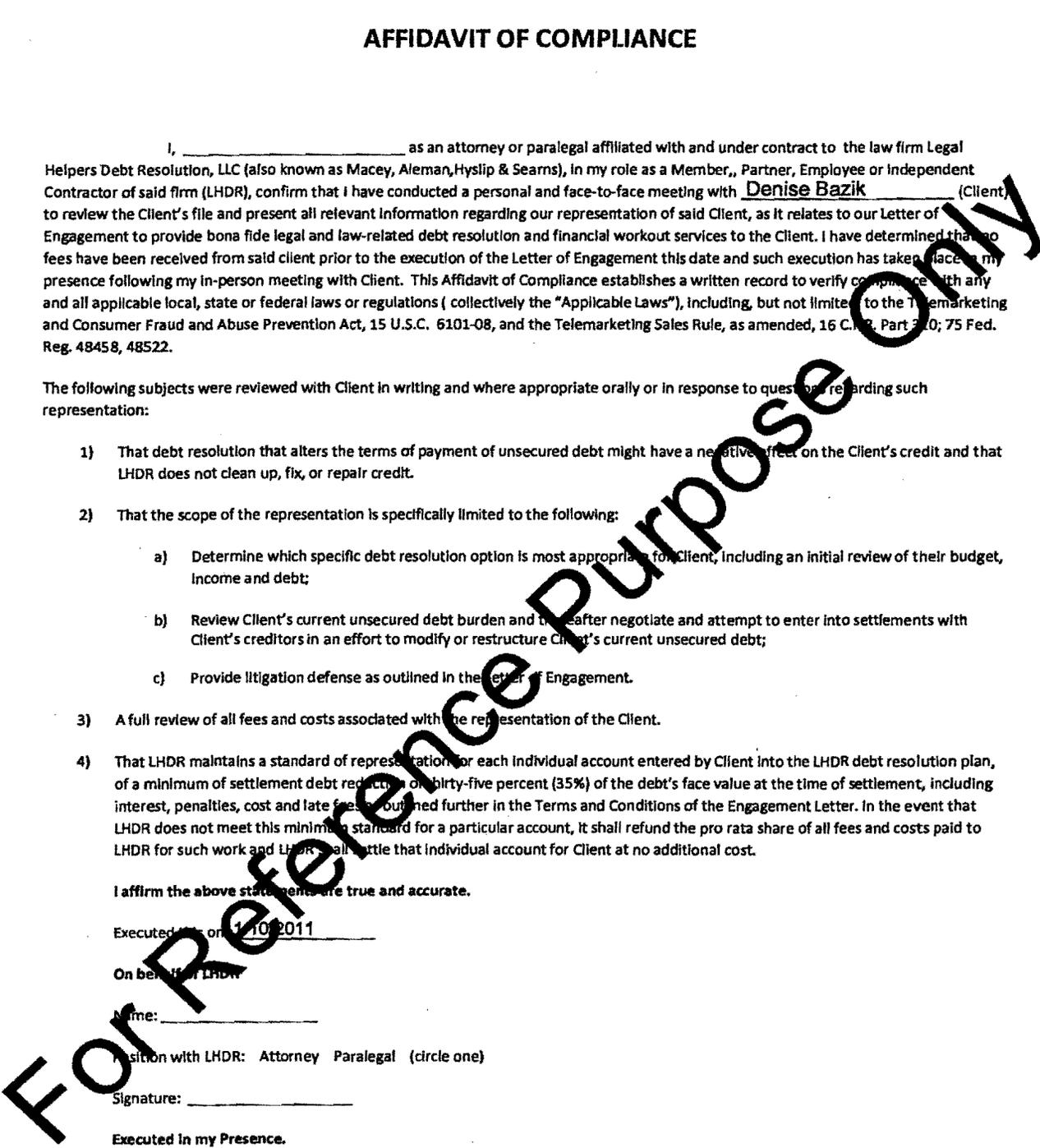
Position with LHDR: Attorney Paralegal (circle one)

Signature: _____

Executed in my Presence.

Client Name: Denise Bazik

Signature: _____



Daniel, Julie

From: Denise Bazik <dbazik@carolina.rr.com>
Sent: Wednesday, September 04, 2013 3:27 PM
To: Daniel, Julie
Subject: FW: question?

Denise M. Bazik

thirty-one
Jasencor
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

From: Jasen Small [<mailto:jsmall@legalhelpersusa.com>]
Sent: Tuesday, January 11, 2011 11:56 AM
To: Denise Bazik
Subject: RE: question?

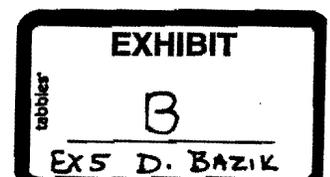
To answer your question, within 14 days of the first draft the attorneys will send out letters of representation to your creditors so they know who to correspond with regarding your accounts for any calls. Everything will be handled by us for you. You're going to receive a "**Welcome Kit**" that will outline everything about the process and it will answer 99% of your questions with regards to the process. Your account manager is there, as well as myself if any other concerns come up.

Regards,

Jasen Small, Senior Debt Analyst
Legal Helpers Debt Resolution, LLC
7460 Warren Parkway, Suite 220
Frisco, TX 75034
Toll Free Direct: 866-491-8559
Fax: 888-502-3845
Email: jsmall@legalhelpersusa.com



At Legal Helpers Debt Resolution LLC/Macey, Aleman, Hyslip & Seams your satisfaction is our # 1 priority. Thank you for choosing our law firm.



NOTICE OF CONFIDENTIALITY: This e-mail and its attachments, if any, are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this e-mail. If you have received this email in error, please notify the sender immediately by reply e-mail and delete this e-mail and any attachments from your computer system. The transmission of this message does not constitute the waiver of attorney-client or work product privilege.

From: Denise Bazik [mailto:dbazik@carolina.rr.com]
Sent: Tuesday, January 11, 2011 10:46 AM
To: Jasen Small
Subject: FW: question?

Denise M. Bazik
Independent *Thirty One* Consultant
www.mythirtyone.com/bazik
dbazik@carolina.rr.com
704.394.9030 (h)
704.236.5078 (c)

From: Denise Bazik [mailto:dbazik@carolina.rr.com]
Sent: Monday, January 10, 2011 9:53 PM
To: 'Jasen Small'
Subject: question?

Hello Jasen,

I hope you don't mind me sending you an email each time I think of a question.

How soon do I get the contact information to give to my creditors if they call?

Thanks!
Denise M. Bazik
Independent *Thirty One* Consultant
www.mythirtyone.com/bazik
dbazik@carolina.rr.com
704.394.9030 (h)
704.236.5078 (c)

From: Jasen Small [mailto:jsmall@legalhelpersusa.com]
Sent: Monday, January 10, 2011 6:34 PM
To: dbazik@carolina.rr.com
Subject: Appt confirmation document

Please sign and return along with statements.

Regards,

Jasen Small, Senior Debt Analyst
Legal Helpers Debt Resolution, LLC
7460 Warren Parkway, Suite 220
Frisco, TX 75034
Toll Free Direct: 866-491-8559
Fax: 888-502-3845
Email: jsmall@legalhelpersusa.com



At Legal Helpers Debt Resolution LLC/Macey, Aleman, Hyslip & Searns your satisfaction is our # 1 priority. Thank you for choosing our law firm.

NOTICE OF CONFIDENTIALITY: This e-mail and its attachments, if any, are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this e-mail. If you have received this email in error, please notify the sender immediately by reply e-mail and delete this e-mail and any attachments from your computer system. The transmission of this message does not constitute the waiver of attorney-client or work product privilege.



DEDICATED ACCOUNT AGREEMENT

This Dedicated Account Agreement and Application (this "Agreement") contains the terms, conditions, and disclosures that apply to your Dedicated Account (your "Account"). By signing the application for your Account (your "Account Application") and using your Account, you agree that this Agreement shall apply; and you agree to abide by all of the terms, conditions, and rules set forth herein. If you have questions that you do not believe are addressed in this Agreement, you can and should call, e-mail, or write Global Client Solutions, LLC ("Global") at the number or address shown at the end of this Agreement. Please review this document carefully and keep it with your other important records. In this Agreement, the words, "I", "me", "mine", "my", "you" and "your" mean you and any other party who you authorize to use your Account.

Purpose, Nature and Use of the Account: Your Account is a Dedicated account that you can use in connection with the debt settlement program you have undertaken. In general, you will be making periodic deposits to your Account from your primary bank account, and you will be periodically disbursing funds from your Account to repay your debts and the costs associated with your Account and your debt settlement program. Your Account is an FDIC-insured sub-account within a master custodial account maintained at a bank designated or selected by Global. Additionally, you authorize Global to transfer your account to another FDIC insured institution under the existing terms. Global will provide written notice to you of such change. Unless you have otherwise provided, you are the only one that has the right to authorize the transactions relating to your Account; and you may withdraw funds from your Account and/or close it at any time in the manner provided for below. Your Account may not be used for any illegal purpose.

Passcodes / Passwords: You will be provided with a four-digit passcode (your "Passcode") that you will use to access your Account via the telephone and to identify yourself when contacting a customer service representative. You will also be provided with an initial Internet password (your "Password") that you will use to access your Account via the Internet. You may change your Password from time to time for security purposes and you are encouraged to do so. You are responsible for the protection and use of your Passcode and Password. Do not disclose your Passcode or Password to anyone who does not have your permission to access your Account.

Telephonic / Electronic Communications: You authorize Global to accept and act upon any agreement or instruction received from you or authorized by you, concerning your Account where you have communicated that agreement or instruction by telephone, facsimile, e-mail or other electronic means using a telephone keypad or computer. Use of your passcode, password or any other form of identification designated by you in any transaction constitutes and will be accepted as your electronic signature, as that term is used in the federal Electronic Signature in Global and National Commerce law and other applicable laws.

Authorizing and Initiating Transactions: You have authorized certain transactions to be undertaken in your Account Application. From time to time, you may change those instructions and/or give other instructions to initiate deposits to or disbursements from your Account by using your Password to log into the Global website or by contacting Global customer service. You may also convey instructions through the Sponsor identified on your Account Application, and such instructions may be acted on without further confirmation unless you direct otherwise in writing. In any event, you must always provide a reasonable period of time to act your instructions. All authorized deposits to your account will be initiated pursuant to your instructions from time to time and all authorized disbursements will be made from your Account provided it contains sufficient "good" funds to cover the amount of the disbursement. However, neither Global, nor any service provider to Global will be responsible for determining when a payment is actually due, nor shall they be responsible for determining whether a payment is for the correct amount or otherwise proper. Their sole

obligation in this regard will be to execute your payment instructions in a commercially reasonable manner as soon as practical after receipt of such instructions; and if they perform in such manner, they shall not be responsible for any late payment fee, penalty or other charge levied by your creditor, for any failure of your creditor to honor a settlement or for any other adverse action taken or not taken by your creditor or any other party.

Fees and Charges: You promise to pay the fees and charges shown in your Account Application; and you agree that these fees and charges may be deducted directly from your Account. The monthly service charge for the first month in which your Account is opened will not be prorated and will be deemed earned on the first day your Account is opened. Thereafter, the monthly service charge will be deemed earned in full on the first day of each calendar month during which your Account remains open. Other fees will be deemed earned at the time of the transaction or the event that gives rise to the fee. The fees and charges relating to your Account may be increased for any increase in the associated costs and expenses, in which case you will be provided with at least thirty days prior written notice.

Termination of Agreement: You may terminate this Agreement and close your Account at any time by sending a written notice to Global customer service. In addition, this Agreement may be terminated and your Account cancelled at any time without notice for inactivity, if your Account is improperly maintained or used, or if you otherwise violate any provision of this Agreement. If this Agreement is terminated for any reason, the collected balance in your Account will be sent to you by check within a reasonable period of time.

Default and Collection of Accounts: If your Account is suspended, cancelled or otherwise terminated for any reason and your Account has a negative balance, you agree to pay the negative balance upon demand. Should you fail to remit the full amount of such negative balance, you shall remain responsible for the deficit and collection actions may be pursued against you. If any such collection action is undertaken, you agree to pay all court costs and collection fees, including reasonable attorney's fees, to the extent permitted by applicable law.

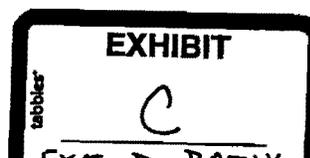
Monthly Statements: You will receive a monthly statement showing your Account activity and balance by mail unless you have elected to receive your statement electronically. Additionally, you may obtain balance and transaction information by using your Passcode to access your Account via the telephone, by using your Password to log into the Global website or by calling Global customer service. You agree to carefully inspect your statement and promptly report any erroneous, improper or unauthorized transactions.

No Interest: No interest will be paid to you on or with respect to your Account.

Consumer Liability: If you believe someone has transferred or may transfer money from your Account without your permission, contact Global customer service immediately. Telephoning is the best way to keep your possible losses down.

FDIC Insurance: The funds in your Account will be FDIC insured up to a maximum of \$250,000.00 or such lower or higher limit as may be established by the Federal Deposit Insurance Corporation from time to time.

Incomplete Transactions: Neither Global nor any service provider to Global will be liable for failing to complete a transaction if you do not have enough money in your Account to complete the transaction; or if circumstances beyond their control prevent the completion of the transaction, including, without limitation, the acts or omissions of any ACH, check or other processor, the National Automated Clearing House Association, the Federal Reserve System, any bank, or the directive of any regulatory authority.



Error Resolution Procedures: In case of errors or questions about transactions involving your Account, call or write Global customer service no later than sixty days after the transaction. In question has been reflected on your monthly statement. Please provide the following information:

1. Your name and Account number.
2. Date and amount of the transaction.
3. Type of transaction and description of the suspected error. Please explain as clearly as possible why you believe there is an error or why you need additional information.
4. Dollar amount of the suspected error.

If you provide this information orally, you also may be required to also provide it in writing within ten business days. You will be told of the results of the investigation of the suspected error within ten business days after you submit the information and any error will be promptly corrected. However, if more time is required to investigate the suspected error, it may take up to an additional thirty days to complete the investigation. If it is determined that there is no error, you will be provided with a written explanation within three business days of such determination; and you may ask for and receive copies of the documents used in making any such determination.

Creditor Disputes: You agree to settle all disputes about payments made to your creditors from your Account. Global is not a party to your debt settlement plan, and does not participate in the negotiation of your debts. *Accordingly, you hereby expressly acknowledge that Global does not have any involvement in or responsibilities of any nature with respect to your debt settlement plan or the results that you may or may not achieve from its execution.*

Governing Law: The laws of the State of Oklahoma govern this Agreement. If any part of this Agreement is declared void or unenforceable, such provisions shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

ARBITRATION OF DISPUTE

In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the termination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Tulsa County, State of Oklahoma in accordance with the laws of Oklahoma, or in the county in which the consumer resides, in accordance with the Laws of the that state. The parties agree, the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost of arbitration, including attorneys' fees, equally. If the consumer's share of the cost is greater than \$1,000.00 (One-thousand dollars), the company will pay the consumers share of costs in excess of that amount. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Binding Arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator.

Limitation of Liability: Under no circumstances shall Global ever be liable for any special, incidental, consequential, exemplary or punitive damages.

USA Patriot Act Compliance: In order to assist in combating terrorism and preventing the Global system and the banking system from being used for money laundering purposes, you authorize Global to take those steps that are reasonable and practical to identify you and any information about you, including, without limitation, securing or accessing a credit report on you, obtaining other information about you and otherwise verifying your identity as required by the USA Patriot Act.

PRIVACY POLICY

Personal information may be collected from your Account Application, any updated information you may provide from time to time and the transactions processed through your Account. A description of the Privacy Policy applicable to your Account is provided below. If you have additional questions regarding the privacy of your personal information, please contact Global customer service.

Collection / Use of Personal Information: Collection of your personal information is designed to protect access to your Account and to assist in providing you with the products and services you have requested. All personal information collected and stored by Global, or on their behalf, is used for specific business purposes to protect and administer your Account and initiate your authorized transactions, to help to design or improve the applicable products and services and to comply with state and federal banking regulations. Only approved personnel will have access to your personal information. Furthermore, auditing mechanisms have been put into place to further protect your information by identifying the personnel who may have accessed and in any way modified, e.g., updated or added to, your personal information.

Maintenance of Accurate Information: It is your best interests to maintain accurate records concerning your personal information. For this reason, you are allowed to update your personal information online, at anytime, by using your Password to log into the Global website or by contacting Global customer service.

Limited Access to Personal Information: Access is limited to your personal information to only those personnel with a business reason for knowing such information. In addition, all personnel are educated about the importance of confidentiality and customer privacy. Individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personal information.

Third-Party Disclosure Restrictions: All third parties with a business need to access your personal information are required to adhere to stringent privacy policies. Your personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is allowed or required by law, e.g., the exchange of information with reputable reporting agencies in response to a subpoena, in connection with the investigation of fraudulent activity, etc.

Additional Information: If you have any questions regarding this Privacy Policy, please contact Global customer service.

CUSTOMER SERVICE INFORMATION:

Web site Address: www.globalclientsolutions.com
Correspondence Address: 4500 S. 129th E. Avenue, Ste 175
Tulsa, OK 74134

Telephone - (800) 398-7191 Fax - (866) 355-8228
E-mail: customersupport@globalclientsolutions.com
Note: Deposit instructions will be provided in the Global Welcome Packet for those customers who send in deposits.

Note: Deposit instructions will be provided in the Global Welcome Packet for those customers who send in deposit

DEDICATED ACCOUNT AGREEMENT & APPLICATION

I hereby apply for and agree to establish a non-interest bearing dedicated account (the "Dedicated Account") to be administered at a bank selected by Global Client Solutions LLC ("Global") for the purpose of accumulating funds to repay my debts in connection with a debt settlement program (your "Program") sponsored by the organization identified below (the "Sponsor"). I understand that this Application is subject to a customer identification program, as required the USA Patriot Act and other applicable laws; and accordingly, I hereby represent that the following information is true and complete to the best of my knowledge and belief. In addition, I understand that I may be required to provide a copy of a driver's license and/or other information from time to time for use in connection with the verification of my identity and the administration of the Account. Furthermore, I understand that the Dedicated Account is governed by the terms of this Agreement and that I am bound by all of its terms and conditions.

DEDICATED ACCOUNT OWNERSHIP, CONTROL AND USE

I understand that my Dedicated Account, when established in accordance with this Application and Dedicated Account Agreement, will be my sole and exclusive property; that only I (or Authorized Contact, if any) may authorize deposits to and disbursements from my Dedicated Account; and that I (or Authorized Contact, if any) may withdraw funds from and/or close my Dedicated Account at any time as provided for in the Agreement. I hereby authorize (a) periodic deposits to be made to my Dedicated Account pursuant to the authorization provided below and (b) periodic disbursements to be made from my Dedicated Account pursuant to instructions that I may give from time to time. In this regard, I hereby authorize payment from my Dedicated Account of the fees and charges provided for in this Application and the Agreement.

PERMISSION TO SHARE DATA

I hereby grant permission for the bank selected by Global, Global and the Sponsor to share information regarding my Dedicated Account and my Program with each other to facilitate the transactions I may initiate that involve my Dedicated Account, and with any other party that is essential to the administration of my Dedicated Account and/or my Program. I understand that the Agreement provides additional information relating to privacy.

Applicant: Last Name (Please print clearly)		First Name	MI	Social Security #	Date of Birth (mm/dd/yy)
Bazik		Denise			-1975
Authorized Contact (optional): Last Name		First Name	MI	Social Security #	Date of Birth (mm/dd/yy)
Mailing Address		City		State	Zip Code
11054 Treebranch Drive		Charlotte		NC	28216
Physical Address (if different from mailing address)		City		State	Zip Code
Home Phone Number	E-mail Address	Mother's Maiden Name (for future ID purposes)			
(704) 394-9030					
Sponsor	Sponsor's Global Account Number				

AUTHORIZATION TO DEBIT BANK ACCOUNT

Financial Institution Information			
Bank Name	Routing Number ¹	Account Number ²	
Wachovia Bank			
Address	City	State	Zip Code
Name (as it appears on check)		Authorizing Person's Information	
Denise Bazik			
Address (as it appears on check)	City	State	Zip Code
11054 Treebranch Dr.	Charlotte	NC	28216
Amount of Debit	Date of Debit		
\$920.38	1/28/2011		

On or after the _____ day of each month until further notice

SCHEDULE OF FEES AND CHARGES

Account Setup (one-time fee)	\$0.00
Monthly Service Charge	10.25
Transaction and Other Fees	
Premium Deposit Services	
Wire transfer	\$10.00
Dishonored/returned deposit item	\$ 0.00
Premium Disbursement Services	
Wire transfer	\$15.00
2 nd Day Delivery (3pm Central Time cutoff)	\$10.00
Overnight delivery (3pm Central Time cutoff)	\$20.00
Stop payment order	\$17.50

CUSTOMER SERVICE

Global is the customer service agent for all matters relating to your Dedicated Account. Any other questions relating to your Program should be addressed to your Sponsor. See the Agreement for the Global payment and correspondence addresses, the address of the Global Web site and the toll-free Global customer service number.

MONTHLY STATEMENTS

I prefer to receive my monthly statements:

On-line; or

Via U.S. mail (monthly statements will be mailed if neither box is checked)

FOR OFFICE USE ONLY

GLOBAL CONSUMER ACCOUNT NUMBER

DSC CONSUMER ACCOUNT NUMBER

I hereby authorize Global to initiate debit entries to my checking account (or savings account) at the financial institution named above (my "Primary Bank Account"), in the amount(s) and on or after the date(s) set forth above, and to debit the same to my Primary Bank Account for the purpose of transferring funds to Applicant's Dedicated Account. I represent that my Primary Bank Account exists; that I own it; and that I will maintain sufficient funds in it to permit the debits to clear on the applicable dates. I understand that I may incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented; and that the financial institution providing my Primary Bank Account may also assess a charge if this occurs. In addition, I understand that I may subsequently designate another account for this purpose by contacting Global customer service; that I may also change the corresponding amounts and dates from time to time in that manner; and that the representations I made above about My Primary Bank Account will apply to any other account that I designate.

This authorization shall remain in full force and effect until I give a written termination notice to Global that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Application and Agreement, shall be sent to Global customer service at the address set forth in the Agreement. In addition, I understand that Global may terminate this authorization by providing me with a written notice at least ten (10) days prior to the actual termination.

¹ Routing Number is the 9-digit number appearing in the bottom left corner of your check.

² Account number is to the right of the Routing Number and after the Check Number.

Signature of Person Authorizing Global to Debit Account

Denise Bazik

Date

1-13-11



LEGALHELPERS
DEBT RESOLUTION, LLC

The National Law Firm of Macey, Aleman, Hyslip & Searns
P:866-491-8568 | F:800-853-2760 | www.legalhelpersusa.com

MAIN OFFICE
Sears Tower
233 S Wacker Dr., Suite 5150
Chicago, IL 60606

ADMINISTRATIVE OFFICE
7460 Warren Parkway Suite 220
Frisco, Texas 75034
clientsupport@legalhelpersusa.com

POWER OF ATTORNEY

I/We, Denise Bazik

Located at 11054 Treebranch Drive

in the City of Charlotte State of NC Zip 28216

hereby appoint Legal Helpers Debt Resolution, LLC ("L.H.D.R.") as my/our attorney-in-fact to do the acts described in this Power of Attorney. L.H.D.R. (and/or its designees) is hereby authorized to act as my/our limited financial advisor and to represent me/us in negotiating the modification, reduction, settlement, and payment on any and all debts allegedly due and owing in my/our name.

I/We authorize L.H.D.R. to request and receive confidential credit and account information from creditors, credit bureaus, collection agencies, creditor attorneys, or any other third parties who may be in possession of such information and could be viewed by me/us personally.

This Power of Attorney revokes all earlier Power of Attorney given by, or on behalf of, me/us relating to all communications of creditors' claims and shall be effective and binding on me/us until revoked by an instrument in writing executed by me/us. I/We further authorize L.H.D.R. to release a copy of this Power of Attorney to my/our creditors or their agents. A copy of this Power of Attorney shall be deemed as effective as an original.

Executed on

Denise Bazik

Client Signature

Client Social Security Number

Co-Client Signature

Co-Client Social Security Number

PARTNERS

Monica Oliver (AL)
Erik Aulten (AR)
Catherine Strimmons (AZ)
Steve Westerfield (AR)
Richard Sistrup (CA)
Jason Seams (CO)
Matt Rouselet (CT)
Cynthia Mathew (DE)
Katie Guzzo (FL)
Berk Sauls (GA)

Greg Dunnett (IA)
William Hanill (ID)
Thomas Macey III
Murray Aleman III
Shobhana Kastun (IN)
Sam Turco (IA)
Kelli Wiseman (KS)
Debbie Bowman (KY)
Gary Brown (IL)
Serenity Miller (MI)

Sonia Kashbar (ND)
Troy Marston (IA)
Lori Leitch (ND)
James Agosta (ND)
John Dugan (ND)
Robt Yellman (ND)
Sara Paul (ND)
Randy Williams (ND)
Tara Yarns (ND)
Donald Nords (ND)

Brian McCallister (ND)
Thomas Stacey (ND)
Bernard Rainey (ND)
Mick Lee (ND)
Glen Patton (ND)
Ralph Trudel (ND)
James Fipps (ND)
Ron Brown (ND)
Amber Wolf (ND)
Pamela Koger (ND)

Robert Jacques (ND)
John Campbell (ND)
Tim Nelson (ND)
Dennis Anderson (ND)
Mark Patis (ND)
Cherly Myers (ND)
Marilyn Conway (ND)
Teresa King (ND)
Mary Lisa Galsanti (ND)
William Murray (ND)

Payment Confirmation Schedule

DEBT RESOLUTION PROGRAM

Total Amount of Debt:		\$60,834.50	Estimated Settlements:				\$27,375.53
Service Cost Percentage:		15%	TOTAL ESTIMATED SAVINGS:				\$19,417.54
Estimated Total Fees & Settlements:		\$41,416.96					
Month in Program	Retainer Fee	Service Cost	Settlement Reserves	Legal Service Fee	Trust Fees	Total Draft	Draft Due Date
1	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	1/28/2011
2	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	2/28/2011
3	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	3/28/2011
4	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	4/28/2011
5	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	5/28/2011
6	\$150.00	\$414.78	\$266.35	\$79.00	\$10.25	\$920.38	6/28/2011
7		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	7/28/2011
8		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	8/28/2011
9		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	9/28/2011
10		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	10/28/2011
11		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	11/28/2011
12		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	12/28/2011
13		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	1/28/2012
14		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	2/28/2012
15		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	3/28/2012
16		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	4/28/2012
17		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	5/28/2012
18		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	6/28/2012
19		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	7/28/2012
20		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	8/28/2012
21		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	9/28/2012
22		\$414.78	\$416.35	\$79.00	\$10.25	\$920.38	10/28/2012
23		\$0.02	\$831.13	\$79.00	\$10.25	\$920.38	11/28/2012
24			\$831.13	\$79.00	\$10.25	\$920.38	12/28/2012
25			\$831.13	\$79.00	\$10.25	\$920.38	1/28/2013
26			\$831.13	\$79.00	\$10.25	\$920.38	2/28/2013
27			\$831.13	\$79.00	\$10.25	\$920.38	3/28/2013
28			\$831.13	\$79.00	\$10.25	\$920.38	4/28/2013
29			\$831.13	\$79.00	\$10.25	\$920.38	5/28/2013
30			\$831.13	\$79.00	\$10.25	\$920.38	6/28/2013
31			\$831.13	\$79.00	\$10.25	\$920.38	7/28/2013
32			\$831.13	\$79.00	\$10.25	\$920.38	8/28/2013
33			\$831.13	\$79.00	\$10.25	\$920.38	9/28/2013
34			\$831.13	\$79.00	\$10.25	\$920.38	10/28/2013
35			\$831.13	\$79.00	\$10.25	\$920.38	11/28/2013
36			\$831.13	\$79.00	\$10.25	\$920.38	12/28/2013
37			\$831.13	\$79.00	\$10.25	\$920.38	1/28/2014
38			\$831.13	\$79.00	\$10.25	\$920.38	2/28/2014
39			\$831.13	\$79.00	\$10.25	\$920.38	3/28/2014
40			\$831.13	\$79.00	\$10.25	\$920.38	4/28/2014
41			\$831.13	\$79.00	\$10.25	\$920.38	5/28/2014
42			\$831.13	\$79.00	\$10.25	\$920.38	6/28/2014
43			\$831.13	\$79.00	\$10.25	\$920.38	7/28/2014
44			\$831.13	\$79.00	\$10.25	\$920.38	8/28/2014
45			\$831.13	\$79.00	\$10.25	\$920.38	9/28/2014

Settlement Reserves above is only an estimate of the amount needed for settlement.

Applicant Signature Denise Bazik Co-Applicant Signature _____
 Print Name Denise Bazik Print Name _____
 Date 1-13-11 Date _____

Daniel, Julie

From: Denise Bazik <dbazik@carolina.rr.com>
Sent: Wednesday, September 04, 2013 3:28 PM
To: Daniel, Julie
Subject: FW: Legal Helpers

Denise M. Bazik

thirty-one
independent
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

From: Stephanie Ferretti [mailto:sferretti@legalhelpersusa.com]
Sent: Tuesday, February 08, 2011 9:20 PM
To: 'Denise Bazik'
Subject: RE: Legal Helpers

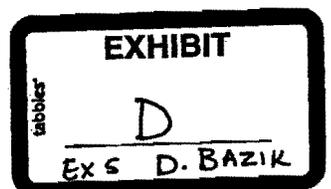
Hello Denise,

I have sent you request over to Accounting to update the new bank information. I am sorry for the late response. We were closed last week due to an ice and snow storm and it looks like we are going to get hit again tonight and maybe off tomorrow as well.

Regarding calls, please do not speak with your creditors at this time. They are in the process of receiving our Letters of Representation and at that time, we know of our involvement. If you have anymore questions, please let me know. Thank you in advance.

Regards,

Stephanie Ferretti, Client Care Manager
Legal Helpers Debt Resolution, LLC
7460 Warren Parkway, Suite 220
Frisco, TX 75034
Toll Free: 866-491-8568 x 7016
Fax: 888-308-2449
Email: sferretti@legalhelpersusa.com



Daniel, Julie

From: Denise Bazik <dbazik@carolina.rr.com>
Sent: Wednesday, September 04, 2013 3:28 PM
To: Daniel, Julie
Subject: FW: Legal Helpers
Attachments: LHDR Welcome Packet.pdf

Denise M. Bazik

thirty-one
independent
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

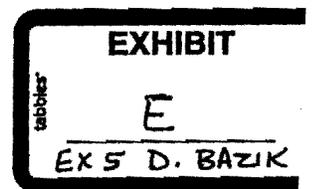
From: Stephanie Ferretti [<mailto:sferretti@legalhelpersusa.com>]
Sent: Tuesday, February 15, 2011 11:15 AM
To: 'Denise Bazik'
Subject: Legal Helpers

Hello Denise,

Please see attached Welcome Kit for LHDR. If you have any questions, please don't hesitate to contact me. Thank you in advance.

Regards,

Stephanie Ferretti, Client Care Manager
Legal Helpers Debt Resolution, LLC
7460 Warren Parkway, Suite 220
Frisco, TX 75034
Toll Free: 866-491-8568 x 7016
Fax: 888-308-2449
Email: sferretti@legalhelpersusa.com



At Legal Helpers Debt Resolution LLC/Macey, Aleman, Hyslip & Searns your satisfaction is our # 1 priority. Thank you for choosing our law firm.

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Welcome to:



LEGALHELPERS
DEBT RESOLUTION, LLC





WELCOME

Thank you for selecting Legal Helpers Debt Resolution, LLC to assist you in the process of becoming debt-free. Our commitment is to make this program as successful and stress free as possible. It is extremely important for you to understand that the program will not work without your patience and full cooperation. During the negotiation process it is important that you respond to any proposals and/or requests that we may ask for as quickly as possible.

Like a security blanket, we will take control of your debt resolution issues.

- We will contact your unsecured creditors to advise them that they should only communicate with our firm as your attorneys.
- In the event that any creditor, or collection agency, violates Federal or state laws in regard to their debt collection practices, we are prepared to fully represent you to protect your rights under the law.
- Should a creditor file suit on an account enrolled in the program, LHDR will provide full litigation support, including representation in court.
- If your circumstances change and this debt resolution plan does not meet your needs, we will be prepared to discuss additional alternatives, including the discharge of your debt. You will never be without a viable alternative, if ever needed.

If they have not already done so, one of our Client Services Representatives will contact you to review the contents of this Welcome Packet and to answer any questions you may have. Following that call you can expect to receive regular calls and/or text or email correspondence from us throughout the duration of your program. We want to ensure you have thorough and up-to-date information about your program, thus helping to ensure the successful settlement of your accounts so you can enjoy being free of burdensome debt.

The following information explains some of the communication between us that will be needed as your program progresses, as well as an explanation of how to handle any calls you may receive from creditors or collectors attempting to collect a payment from you. In addition, you will see a call log that we ask you to send to us so that we have up to date information on who is calling you to collect on your accounts. Finally, attached are answers to some questions that frequently come up when clients begin their debt resolution program.

YOUR PROGRAM

Settlements

We will begin the settlement process as soon as your program begins. The timeframe in which your first settlement will occur depends on different factors, including your debt amount, your creditors and the length of the program that you have chosen.

- A typical first settlement can occur in as little as 3 to 4 months into your program, depending upon the status of your accounts when you entered the program and the savings amount available for settlement.
- LHDR will contact you with settlement offers as they come in.
- IT IS VERY IMPORTANT THAT WE ARE ABLE TO REACH YOU so you can authorize the payments to your creditors.

Online Account Access

Global Client Solutions (GCS) is your payment processor and under your direction oversees the accumulation of your personal settlement funds for your program. Please keep in mind that the account created for this purpose will be maintained in your name only. It is FDIC insured and accessible only with your authorization.

ACCOUNT ACCESS 24/7

It's simple and easy to use. You can view your statements online, verify balances, payments, change your address and access important documents. Follow the simple steps below and you will be able to manage your account online instantly.

1. Go to www.globalclientsolutions.com
2. Click on the blue button on the left under access your account.
3. Enter your username and Password (from the email that Global Client Solutions has sent you).

If you need further assistance on how to access your account online, call one of our Client Service Representatives at (866) 491-8571 and they will be glad to assist you.



WHAT WE EXPECT FROM YOU

Communication

- Communication is the key to success in this program. Your participation and availability to us will determine your success.
- Make sure you update us with any change in your Contact Information! (Address, Phone Numbers, & Email)

Make Your Monthly Savings Draft

- This is the **Most Important** part of the program because if the funds are not saved we cannot negotiate with your creditors.
- If you receive any additional funds (bonus, tax refund, gift, part time work, etc.) deposit them into your account to expedite your settlement process.

Send Us Copies of All Correspondence

- Immediately send us any and all correspondence and statements you receive on your accounts.
- If you receive any correspondence in the mail regarding a debt that requests you to call into their office immediately, do not do it. You should fax the document(s) to us at (800) 853-2760 and we will contact the collector on your behalf.

YOU ARE NOT REQUIRED TO GIVE YOUR TELEPHONE NUMBER OR ANY OTHER INFORMATION TO A DEBT COLLECTOR.

- Your accounts may move to different agencies. In order to settle with the appropriate creditor, we need to know. It is imperative that we have all correspondence related to your accounts.
- Mail them to us or fax to us at (800) 853-2760. If anything requires a response from you, we will help you with the process.

Call us with ANY Concerns

- Call us, our offices are open from 7:30 AM to 6:00 PM CST Monday to Friday.
866-491-8571
- Email us ANYTIME and we will respond to you as quickly as possible.
clientsupport@legalhelpersusa.com



COMMUNICATION WITH DEBT COLLECTORS



If a debt collector calls you, simply notify the caller you are “currently being represented by an attorney regarding payment on this account”. Then, provide the caller with LHDR’s name and phone number (866) 491-8568 and request them to contact LHDR to discuss the account.

Do not engage in conversation with a creditor or collector

There is no law requiring you to communicate with the debt collector on the telephone.

We realize that intentional or not, you may get caught on the phone with creditors and collectors. Your creditors and collectors are calling to find out if you can make a payment. The less information those creditors or collectors obtain about you, the easier it will be for us to negotiate with them. Please read the short scripts below when speaking with your creditors.

If a collector calls you at home or work after they receive the Notice of Representation Letter...

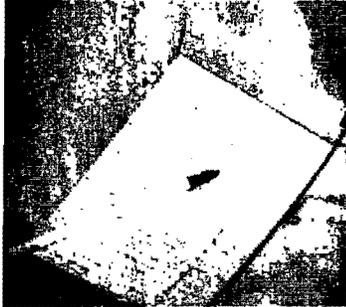
What you say after you write down their name, phone number and the account they are calling on:

“I am currently being represented by an attorney. Please do not contact me by phone in the future. You should contact Legal Helpers Debt Resolution at (866) 491-8568. Thank you.” (If they continue to try to keep you on the phone, just politely say good-bye and gently hang up the phone.)

If a collector continues to call after you have told them not to....

What you say after you write down their name and phone number: “The Fair Debt Collections Practices Act requires that you stop phoning me once I request that you do so. You should be talking with my attorney. If you continue to phone me I will have my attorney file a complaint.” (If they continue to try to keep you on the phone, just politely say good-bye and gently hang up the phone.)

Included is a call log sheet for you to complete each time a creditor or collector calls. Be sure to enter the following: date and time of the call, the last four digits of your credit card account number, and the name and phone numbers of the debt collector that calls you. This provides us with valuable up to date information on the persons we need to contact in regards to your account.



REMEMBER TO DOCUMENT CALLS IN YOUR LOG AS SOON AS YOU HANG UP!

NOTE: It is possible that a creditor and/or collection agency may request LHDR's address.

1. If the caller requests an address for attorney verification, please provide LHDR's Main Office address of:

LHDR
Willis Tower,
233 S. Wacker Dr, Suite 5150,
Chicago, IL 60606

2. If the caller requests an address to mail correspondence to, please provide LHDR's Administrative Office address of:

LHDR
7460 Warren Parkway, Suite 220
Frisco, TX 75034

Following are some examples of illegal practices in attempting to collect a debt.

- A debt collector calls your work after you tell the collector not to call your work.
- A debt collector calls before 8 a.m. or after 9 p.m. in your time zone.
- A debt collector makes an excessive number of phone calls.
- A debt collector calls repeatedly or continuously with the intent to annoy, abuse or harass.
- A debt collector claims to be an attorney or sends letters that look like they are from a law office. (Unless the debt collector is actually an attorney.)
- A debt collector continues to contact you or anyone other than your attorney even after they have been made aware that you are being represented by an attorney.
- A debt collector tells someone other than you, your spouse, or your attorney that you owe them money.
- A debt collector misrepresents the amount of money owed, or the legal status of the debt.
- A debt collector gives false information regarding your credit.
- A debt collector who is not an attorney threatens to garnish your wages, put a lien on your property or take your personal property. (This can only be done with a court order.)
- A debt collector uses obscene, insulting or abusive language.
- A debt collector threatens you or your family.

If you feel a debt collector has violated any of your rights under the Fair Debt Collection Practices Act, contact Legal Helpers Debt Resolution and we will assist you with any violations. The debt collector may be required to pay you fines and damages.



LEGALHELPERS
DEBT RESOLUTION, LLC

CALL LOG

We suggest you make copies of this form for future use
Please complete the call log as thoroughly and accurately as possible
LHDR / 7460 Warren Parkway, Suite 220 / Frisco / TX / 75034
Fax Number: (800) 853-2760

Name: _____ Client ID: _____

Date: _____
Name of Company: _____ Time of Call: _____
Callers Name: _____ Place of Call: _____
Callers Phone #: _____ (e.g. Home, Work, Cell, etc.)
Original Creditor: _____ Account Number:(last 4 digits only) _____
Notes/Comments: (Please describe the telephone conversation)

Date: _____
Name of Company: _____ Time of Call: _____
Callers Name: _____ Place of Call: _____
Callers Phone #: _____ (e.g. Home, Work, Cell, etc.)
Original Creditor: _____ Account Number:(last 4 digits only) _____
Notes/Comments: (Please describe the telephone conversation)

Date: _____
Name of Company: _____ Time of Call: _____
Callers Name: _____ Place of Call: _____
Callers Phone #: _____ (e.g. Home, Work, Cell, etc.)
Original Creditor: _____ Account Number:(last 4 digits only) _____
Notes/Comments: (Please describe the telephone conversation)

Date: _____
Name of Company: _____ Time of Call: _____
Callers Name: _____ Place of Call: _____
Callers Phone #: _____ (e.g. Home, Work, Cell, etc.)
Original Creditor: _____ Account Number:(last 4 digits only) _____
Notes/Comments: (Please describe the telephone conversation)



FREQUENTLY ASKED QUESTIONS

Q. Should I still make monthly payments to my creditors while in the program?

A. No. Once you have retained Legal Helpers Debt Resolution (LHDR) you may stop paying your creditors, as you have already determined you cannot afford to pay your creditors what they were asking and you have since chosen the approach of us negotiating your accounts. In addition, this would weaken our chance of getting our best settlement on your account.

Q. When does Legal Helpers Debt Resolution begin settling my debt?

A. Once you have fully retained our services, we will send letters to your enrolled creditors notifying them that we are now representing you and we will then begin negotiations. It is important to understand that we can only settle debts once settlement funds are available. This may take up to six (6) months for your first account to be settled.

Q. If I miss a monthly payment to Legal Helpers Debt Resolution will I be dropped from the program?

A. Not necessarily. Simply call our Client Services Department five (5) business days prior to your payment date and a Client Services Representative can frequently make alternative arrangements with you. It is understandable that unforeseen circumstances can arise and we may help you get back on track with your payment schedule.

Q. Am I permitted to pay more than my scheduled payment?

A. Yes. If at any time during the program you have additional funds that you would like to pay into your trust account, contact Client Services. They will make all of the necessary arrangements to set that up for you.

Q. How do I get an update on my Debt Resolution account?

A. You can contact a Client Services Representative regarding any updates on your account. They can provide you with that information or, if available, the login information needed to access your account. The most common update requests that LHDR receives are related to correspondence and payment changes. LHDR will provide an updated Payment Confirmation Schedule to confirm any payment changes or additional settlement funds. Any additional update requests usually fall under settlement progress.

Q. When will I receive notice from LHDR regarding settlements?

A. You will be contacted by LHDR for settlement approval each time we receive a reasonable settlement offer. LHDR will also provide you with settlement offer letters detailing the terms of the settlement offers on any account listed in your program each time a settlement is reached.

Q. Will the creditor stop contacting me once an account has been settled?

A. Yes. Once the account has been settled with the creditor, they should not be calling you to attempt any further collections on the account. Contact Client Services if you should receive a phone call from a creditor on an account that has been settled. They will make sure that the creditor has all of the necessary information and a copy of the Satisfaction Letter.



FREQUENTLY ASKED QUESTIONS

cont.

Q. How does the Service Program Minimum Performance standard of 35% reduction work?

A. If at the end of your program, LHDR cannot settle an account for 65% or less of the balance at the time of settlement, LHDR will refund the Service Cost on that individual account. LHDR will negotiate and settle that account at no additional cost to you.

Q. One of my Creditors told me that they do not work with you or do not work with debt settlement companies! Are you sure you can settle with my Creditor?

A. We are a national law firm, not a debt settlement company. The creditors do not want you to think they work with us because it benefits them financially to say otherwise. They do not have your best interest at heart when they tell you this. We have very stringent underwriting policies which includes a strict Acceptable and Unacceptable debt list. We do not enroll any debt that has not been historically proven to be negotiated successfully. In addition our program offers the Minimum Performance Standard mentioned above.

Q. Will the Attorney represent me in court?

A. In the event a creditor files suit on an enrolled debt the law firm would represent you in court provided the appropriate information was forwarded to Client Services no later than 15 days prior to a response being due.

Q. Am I able to add accounts to the program after I've already started?

A. Upon enrollment, you are encouraged to only have one (1) emergency card not enrolled in the program. Any accounts you are wishing to include after starting the program would need to be approved by our underwriting department. A recalculation of your program may be necessary. Please contact our Client Services department if you should have any questions or require assistance.



Cut here and post by your phone along with your Call Logs

CLIENT SERVICES CONTACT INFORMATION

Phone: (866) 491-8571

Fax: (800) 853-2760

Email Address clientsupport@legalhelpersusa.com

Street Address 7460 Warren Parkway, Suite 220

City, State, Zip Frisco, TX 75034

Hours of Operation:

Monday – Friday

7:30 am to 6:00 p.m. CST





LEGALHELPERS
DEBT RESOLUTION, LLC



MAIN OFFICE

Willis Tower
233 S. Wacker Dr., Suite 5150
Chicago, IL 60606

ADMINISTRATIVE OFFICE

7460 Warren Parkway, Suite 220
Frisco, TX 75034
866-491-8571
800-853-2760

Send all mail correspondence
to this address

www.legalhelpersusa.com

Daniel, Julie

From: Denise Bazik <dbazik@carolina.rr.com>
Sent: Wednesday, September 04, 2013 3:35 PM
To: Daniel, Julie
Subject: FW: Settlement Letter

Denise M. Bazik

thirty-one
independent
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

From: Jerry Noel [mailto:jnoel@legalhelpersdr.com]
Sent: Wednesday, June 20, 2012 11:49 AM
To: Denise Bazik
Subject: RE: Settlement Letter

We have a license attorney working on the case right now because it is in litigation. He will notify when we have a settlement offer

From: Denise Bazik [mailto:dbazik@carolina.rr.com]
Sent: Tuesday, June 19, 2012 1:24 PM
To: 'Jerry Noel'
Subject: RE: Settlement Letter
Importance: High

Just wondering what the status is?

Denise M. Bazik

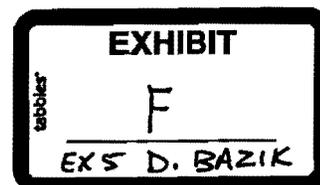
thirty-one
independent
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

From: Jerry Noel [mailto:jnoel@legalhelpersdr.com]
Sent: Monday, June 11, 2012 6:29 PM
To: dbazik@carolina.rr.com
Subject: RE: Settlement Letter



They take a few days to respond will keep you posted

From: dbazik@carolina.rr.com [mailto:dbazik@carolina.rr.com]
Sent: Monday, June 11, 2012 2:53 PM
To: Jerry Noel
Subject: Re: Settlement Letter

Please keep me posted. Call me on my cell at 704.236.5078.
Denise Bazik

Sent from my Verizon Wireless Phone

----- Reply message -----

From: "Jerry Noel" <jnoel@legalhelpersdr.com>
To: "Denise Bazik" <dbazik@carolina.rr.com>
Subject: Settlement Letter
Date: Mon, Jun 11, 2012 2:11 pm

Working on it now

From: Denise Bazik [mailto:dbazik@carolina.rr.com]
Sent: Saturday, June 09, 2012 8:12 AM
To: 'Jerry Noel'
Cc: dbazik@carolina.rr.com
Subject: RE: Settlement Letter
Importance: High

I faxed in the information on Wednesday. I just need to know who will be handling it. It says that someone will contact me within 48 hours and that has not happened. I am starting to get very disappointed in your company. I am not sure what happened with the consolidation/changes of your company, but the changes that I have seen so far are definitely not a benefit to helping your customers and at this point I am regretting my decision in using LHDR.

Denise M. Bazik

thirty-one
independent
director

dbazik31@gmail.com
www.mythirtyone.com/bazik
704.236.5078 (c) 704.394.9030 (h)

From: Jerry Noel [mailto:jnoel@legalhelpersdr.com]
Sent: Thursday, June 07, 2012 9:15 AM
To: Denise Bazik
Subject: RE: Settlement Letter

Which one give a number and I will get on it asap

From: Denise Bazik [mailto:dbazik@carolina.rr.com]
Sent: Thursday, June 07, 2012 5:59 AM
To: 'Jerry Noel'
Subject: RE: Settlement Letter

Thank you. I faxed the recent correspondence that I received and I was wondering who would be handling it or contacting me? Apparently one of my creditors is taking me to court. I need to know how to respond ASAP.

Thank you,

Denise M. Bazik

thirty-one
independent
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

From: Jerry Noel [mailto:jnoel@legalhelpersdr.com]
Sent: Tuesday, June 05, 2012 4:15 PM
To: Denise Bazik
Subject: RE: Settlement Letter

From: Denise Bazik [mailto:dbazik@carolina.rr.com]
Sent: Tuesday, June 05, 2012 3:02 PM
To: 'Jerry Noel'
Subject: RE: Settlement

I never received a copy of the offer?

Denise M. Bazik

thirty-one
independent
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

From: Jerry Noel [mailto:jnoel@legalhelpersdr.com]
Sent: Monday, April 23, 2012 10:16 AM
To: Denise Bazik
Subject: RE: Settlement

Thank you will keep you posted as soon as I get the offer on the table

From: Denise Bazik [mailto:dbazik@carolina.rr.com]
Sent: Sunday, April 22, 2012 11:38 PM
To: 'Jerry Noel'
Subject: RE: Settlement

Please send all daytime correspondence that requires immediate attention to my work email at denise.bazik@cms.k12.nc.us. I look forward to seeing the 2 offers in writing.

Thank you,

Denise M. Bazik

thirty-one
independence
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

From: Jerry Noel [mailto:jnoel@legalhelpersdr.com]
Sent: Friday, April 20, 2012 1:49 PM
To: dbazik@carolina.rr.com
Subject: Settlement

Hey how's it going I called you earlier today and left a message on your voice mail in regards to some great settlement offers that our on the table from Creditor please call me back asap so we can try to get your accounts settled.

Jerry Noel
Negotiator
800-464-9564 EXT 3069
Legal Helpers Debt Resolution, LLC
233 South Wacker Drive, 5150
Chicago, IL 60606



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STATE OF NORTH CAROLINA

MECKLENBURG County

File No. 12 CV 10091
In The General Court of Justice
 District Superior Court Division

Name of Plaintiff
GE CAPITAL RETAIL BANK
Address
c/o SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, L.L.P.
City, State, Zip
P. O. Box 26268, Raleigh, NC 27611

FEDERAL EXPRESS
CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)
G.S. 1A-1, Rules 3, 4

VERSUS

Name of Defendant(s)
DENISE BAZIK

Date Original Summons Issued
Date(s) Subsequent Summmon(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address of Defendant 1
Denise Bazik
11054 Treebranch Dr
Charlotte NC 28216-5621

Name And Address of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address of Plaintiff's Attorney (If None, Address of Plaintiff)
SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, L.L.P.
P. O. Box 26268
Raleigh, NC 27611-6268
(919) 250-2000
N1108791 SKB

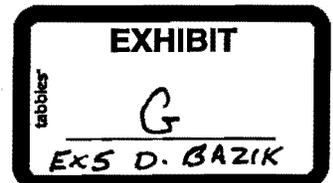
Date Issued 5-25-2012 Time 10:15 AM AM PM
Signature [Signature]
 Deputy CSC Assistant CSC Clerk of Superior Court

ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date of Endorsement Time AM PM
Signature
 Deputy CSC Assistant CSC Clerk of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for



RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
-------------	--	-------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (specify)

Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
-------------	--	-------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (specify)

Defendant WAS NOT served for the following reason:

Service Fee Paid \$	Deputy Sheriff Making Return
Date Received	Name of Sheriff (Type or Print)
Date of Return	County of Sheriff

SK8 N1108791
NORTH CAROLINA

MECKLENBURG COUNTY

GE CAPITAL RETAIL BANK
Plaintiff

vs.

DENISE BAZIK
Defendant

IN THE GENERAL COURT OF JUSTICE,

DISTRICT COURT DIVISION

FILE NO.

12 CV 10091

COMPLAINT

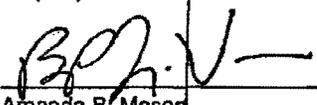
The Plaintiff complaining of the Defendant alleges and says:

1. The Plaintiff is a federal savings bank.
2. The Defendant resides in Mecklenburg County, and is neither an infant nor incompetent.
3. The Plaintiff provided credit to the Defendant pursuant to a Sam's Club revolving credit agreement and the Defendant has failed to pay Plaintiff.
4. The Defendant owes \$4,430.91, according to the Affidavit of Account annexed hereto as Exhibit "A", and the Statement of Account annexed hereto as Exhibit "B", both exhibits incorporated herein by reference.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the amount of \$4,430.91, with interest at the statutory rate from the date of judgment until paid in full, and costs.

SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, L.L.P.
Attorneys for Plaintiff
P. O. Box 26268, Raleigh, NC 27611-6268
Telephone: (919) 250-2000

BY:


Amanda B. Mason

Jerry T. Myers

Christina McAlpin Taylor

Brian P. Livecchi

This communication is from a debt collector. The purpose of this communication is to collect a debt.

21108791

In _____ Court
_____ Judicial (Circuit/District)

Creditor Name: GE Capital Retail Bank
Debtor Name: BAZIK, DENISE
Account Number: *****

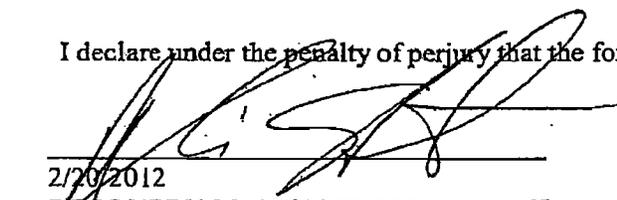
AFFIDAVIT OF ACCOUNT BALANCE

STATE OF GEORGIA
:SS
COUNTY OF FULTON

BEFORE ME, the undersigned authority personally appeared and personally known by me, this day, Angeli Stewart and who after being duly sworn deposed and says as follows:

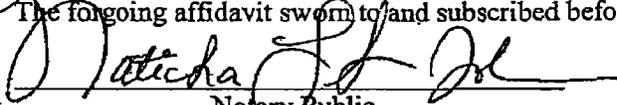
1. I am a competent person over eighteen years of age. I am an employee of GE Capital Retail Bank ("GE Capital"), which is the creditor for the account of the Debtor identified above. I am authorized to make this Affidavit.
2. The business records maintained by GE Capital in the ordinary course of its business show that as of the date of this affidavit, the unpaid balance of Debtor's account is \$4,430.91.
3. The business records maintained by GE Capital in the ordinary course of its business show that as of the date of this affidavit the last payment was received from the Debtor on 12/22/2010 in the amount of \$150.00.
4. The business records maintained by GE Capital in the ordinary course of its business show that the account of the Debtor was charged off on 7/22/2011 in the amount of \$4,430.91.

I declare under the penalty of perjury that the foregoing is true and correct.



 2/20/2012
 RECOVERY LIAISON SPECIALIST-Affiant

The foregoing affidavit sworn to and subscribed before me this 20 Day of February, 2012.



 Notary Public

My commission expires:

Naticha Lester Johnson
NOTARY PUBLIC
DeKalb County, GEORGIA
 My Comm. Expires
 01/05/2016

EXHIBIT A

SKB N1108791

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

MECKLENBURG COUNTY

DISTRICT COURT DIVISION

GE CAPITAL RETAIL BANK

Plaintiff

vs.

AFFIDAVIT

DENISE BAZIK

Defendant

The undersigned, being duly sworn, deposes and says as follows:

1. I am a collection specialist with Smith Debnam Narron Drake Saintsing & Myers, L.L.P., the attorneys for the Plaintiff in this action.
2. I have checked the website of the Department of Defense Manpower Data Center to determine whether the defendant is in the military service of the United States of America. I entered the defendant's name and social security number into the website search engine and received a report indicating that the defendant is not actively engaged in the military service at this time.
3. That the above statements are true to the best of my knowledge and belief.

This the 8 day of July, 2012.

Sarah Schmidt

Affiant

Sarah Schmidt

Printed Name of Affiant

Sworn to and subscribed before me this 8 day of July, 2012.

D.B.

Notary Public

My commission expires: 4-7-16



This communication is from a debt collector. The purpose of this communication is to collect a debt.

SKB N1108791

NORTH CAROLINA

MECKLENBURG COUNTY

GE CAPITAL RETAIL BANK
Plaintiff

vs.

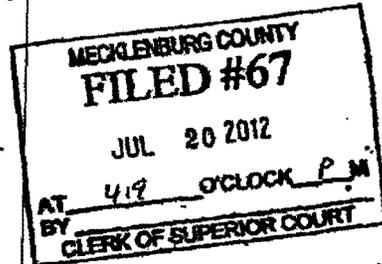
DENISE BAZIK
Defendant

IN THE GENERAL COURT OF JUSTICE

DISTRICT COURT DIVISION

FILE NO. 12 CVD 10091

DEFAULT JUDGMENT
(DEFJ)



That whereas it has been made to appear to the undersigned Clerk of Superior Court of MECKLENBURG County, that a complaint, verified or upon affidavit, was filed and summons was issued in this action, and said summons, together with a copy of said complaint, was served on the Defendant;

And it further appearing to the Court that no answer, motion to dismiss, or pleading has been filed by the Defendant, and that no extension of time to file pleadings has been granted, and that the time for pleading or otherwise defending expired;

And it further appearing to the Court that the default of Defendant has been entered according to the Rules of Civil Procedure. Upon the request of the Plaintiff, Judgment is hereby entered against the Defendant in pursuance of the prayer of said verified complaint or affidavit.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the plaintiff have and recover judgment against the Defendant in the amount of \$4,430.91, with interest thereon at 8% per annum from the date of Judgment until paid in full, plus court costs.

This the _____ day of JUL 20 2012, 2012.


Assistant Clerk of Superior Court

STATE OF NORTH CAROLINA

File No.

Abstract No.

12CVD010091

J001

Judgment Book & Page No. in Original County

MECKLENBURG

County

bal. 4925.79

In The General Court Of Justice

Name And Address Of Plaintiff

GE CAPITAL RETAIL BANK
C/O BRIAN LIVECCHI

RALEIGH

NC 27611

WRIT OF EXECUTION

4360

VERSUS

G.S. 1-313(1); 1C, Art. 16

Name And Address Of Defendant 1

DENISE BAZIK
11054 TREEBRANCH DR

CHARLOTTE

NC 28216

Name And Address Of Defendant 2

To The Sheriff Of MECKLENBURG County:

Judgment in favor of the plaintiff was rendered in this case against the defendant. By terms of that judgment the following sums are now due:

Principal Due As Of Today.....	\$	4,430.91
Plus Dollar Amount Of Interest Due As Of Today.....	\$	172.87
Plus Court Cost Due As Of Today.....	\$	271.52
Plus Other.....	\$	134.38 Comm
Total Due As Of Today.....	\$	5009.68

Plus, interest on the principal at the rate set out below shall be due from the date shown below, and a sheriff's commission shall be collected on sales of property or funds collected of 5% on the first \$500 and 2-1/2% on all sums over \$500.

(NOTE: Interest is due on all bond forfeiture judgments for appearance bonds signed on or after 10/1/99.)

Date From Which Interest Due 07/20/2012	Date Of Judgment 07/20/2012	County To Which Issued MECKLENBURG	File No.
Rate Of Interest 8.0000%	<input type="checkbox"/> Contract Rate <input checked="" type="checkbox"/> Legal Rate	Daily Interest Rate \$0.97	Judgment Docket Book & Page No. Transcript No. Date And Time Of Docketing

You are commanded to satisfy the judgment:

- out of the personal property of the defendant, and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.
- except as to property of the defendant set off as exempt (a list of which is attached) out of the personal property of the defendant within your county and if sufficient personal property cannot be found, then out of the real property belonging to the defendant on the day the judgment was docketed in your county as shown above or any time after that date.

Additional Order For Satisfying Judgment

THE DEBTOR IN THIS ACTION HAS FAILED TO RESPOND IN ACCORDANCE WITH N.C.S. 1C-1603(e)(2), AND, THEREFORE WAVES STATUTORY EXEMPTIONS IN THIS MATTER

05013 JAN 16 AM 8:41

County In Which Order To Be Served MECKLENBURG	Date Issued 01/14/2013
Name And Address Of Creditor's Attorney BRIAN P LIVECCHI PO BOX 26268 RALEIGH	Signature JOAN L MCDONOUGH
MECKLENBURG CO. SHERIFF'S OFFICE NC 27611	<input checked="" type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court

JAN 16 2013

AMT \$ 30 0425440

(Over)
Joan L McDonough
Deputy CSC



**Mecklenburg County
Sheriff's Office**

Daniel E. Bailey
Sheriff

Felicia H. McAtee
Chief Deputy Sheriff

700 East Fourth Street
Charlotte, NC 28202
T 704-336-2543
F 704-336-8118
www.mecksheriff.com

Enclosed is your copy of an EXECUTION sent to this office for collection.

To avoid further action, have your payment in the office IMMEDIATELY. If payment in full cannot be made immediately, contact me at 704-336-3678. Make your payment in the form of cashiers' check, money order or cash. All checks/money orders should be made payable to SHERIFF OF MECKLENBURG COUNTY. We do not keep change; therefore please make your payment in the exact amount if paying cash. ALL payments must be directed to the Mecklenburg County Sheriffs' Office, 832 E. 4th Street, Charlotte, NC 28202.

Thank you,

J. Warner

Deputy Sheriff

NO PERSONAL CHECKS WILL BE ACCEPTED

Daniel, Julie

From: Denise Bazik <dbazik@carolina.rr.com>
Sent: Wednesday, September 04, 2013 3:37 PM
To: Daniel, Julie
Subject: FW: transaction fee charges?
Importance: High

Denise M. Bazik

thirty-one
independent
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

From: Denise Bazik [<mailto:dbazik@carolina.rr.com>]
Sent: Tuesday, November 13, 2012 9:49 AM
To: payments@legalhelpersdr.com
Cc: dbazik@carolina.rr.com
Subject: transaction fee charges?
Importance: High

Good morning. I was reviewing my global client account activity and noticed several transaction fees for \$1.50 and some for \$8.50. Can you please credit my account for these charges as I was not notified and did not agree to have phone payments made on my behalf for an additional charge especially since several prior months payments did not charge a fee. Pleas credit my account for \$30.50. (9 charges @ \$1.50 and 2 @ \$8.50)

Thank you,

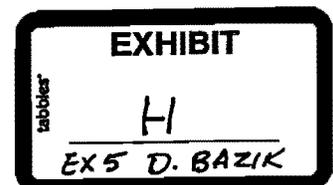
Denise M. Bazik

thirty-one
independent
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)



Daniel, Julie

From: Denise Bazik <dbazik@carolina.rr.com>
Sent: Wednesday, September 04, 2013 3:41 PM
To: Daniel, Julie
Subject: FW: refund

Importance: High

Denise M. Bazik

thirtyone
Independent
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

From: Denise Bazik [<mailto:dbazik@carolina.rr.com>]
Sent: Wednesday, June 26, 2013 12:53 PM
To: support@legalhelpersdr.com; payments@legalhelpersdr.com; 'Rodney Watkins'; 'Bryan Dilgard'; 'Jerry Noel'; gschaedel@legalhelpersdr.com; atenebruso@legalhelpersdr.com
Cc: dbazik@carolina.rr.com
Subject: refund
Importance: High

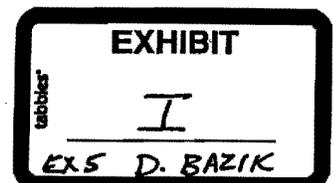
Hello Everyone,

I am writing this email as my last attempt before I seek further action. As most of you know because I have spoken to you or left messages for you I feel that I am due a refund for the 15% service cost for several of my accounts and I have been told by several of your representatives that "Antonio says...I am not due a refund." As stated in the Terms, Conditions and Disclosures that I signed with LHDR, LLC item #7 states that if LHDR is unable to settle one or more of the Client's individual accounts accepted pursuant to this agreement, any refund shall be calculated on a pro rata basis as to the Service Cost paid to LHDR attributable to such individual unsettled account.

Currently there are two accounts that remain unsettled, AT & T Universal (beg. Bal. 24,703.57) and Citibank (beg. Bal. 12592.70) for a total of \$37,296.27. I have received documentation on these accounts and have forwarded it to your company multiple times and they have yet to hear from you. These accounts are now represented by a different company and they don't work with third-party companies. Therefore, I feel that I am due a refund in the amount of \$5594.44 for the two above accounts that are unable to be settled by LHDR.

In addition to the above two accounts I paid three accounts on my own from funds that you collected because you/LHDR did not act in a timely manner. Sam's Club (beg. Bal. 3656.08), Rooms to Go/GE Money (beg. Bal. 1871.99) and Chase (beg. Bal. 954.74) for a total of \$6482.81 with the 15% service fee totaling \$972.42.

This brings the grand total refund amount to \$6566.86. This is money that I paid for your company to settle the above accounts on my behalf and it was not done therefore I feel that I am due a refund as stated in the documentation that I signed. I am requesting that someone contact me ASAP explaining to me why LHDR/Antonio feels that I am not owed a refund.



As you are already aware I have filed a complaint with the Better Business Bureau and LHDR did not respond to the complaint. As you look through the notes on my account you can see that I have made every attempt to have good communication with LHDR and have tried to resolve this and other issues without it having to go further. As I continue to research and find out more about LHDR and the lawsuits that have been filed against them it has become clear that I will have to do the same unless we can work together in a timely manner.

I look forward to someone contacting me in the near future regarding this matter. I may be reached by email or cell phone at 704.236.5078.

Denise M. Bazik

thirty-one
independent
director

dbazik31@gmail.com

www.mythirtyone.com/bazik

704.236.5078 (c) 704.394.9030 (h)

STATE OF NORTH CAROLINA

COUNTY OF WAKE

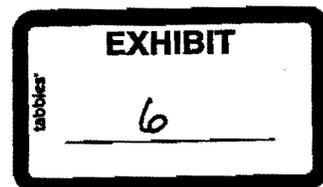
AFFIDAVIT OF DAVID C. EVERS

David C. Evers, being first duly sworn, states as follows:

1. I am employed as a Consumer Specialist with the Consumer Protection Division of the North Carolina Attorney General's Office ("AGO"), and I have been employed in that Office for approximately 14 years. Prior to working as a Consumer Protection Specialist, I worked as a Special Investigator with the Telemarketing Fraud Project at the AGO, assisting federal agents and prosecutors with the investigation, indictment, extradition and prosecution of criminals involved in financial fraud, including money laundering and mail and wire fraud schemes.

2. My current job responsibilities include the handling of consumer complaints filed with the AGO. I deal primarily with complaints about consumer credit matters, which include complaints against companies that offer debt settlement or loan modification assistance services. I also assist in the investigations of such businesses. I have personal knowledge of the information contained in this affidavit.

3. In August 2010, we began to receive consumer complaints against a company identified as Legal Helpers Debt Resolution, LLC ("LHDR"), also known as the Law Offices of Macey, Aleman, Hyslip & Searns, located in Chicago, Illinois. My review of the complaints showed that consumers had responded to mail solicitations, telemarketing calls, TV



commercials, and Internet sites regarding LHDR's debt settlement program.

4. In their complaints to our office, consumers claimed they were told by LHDR representatives that the company was a national law firm with a network of attorneys located in all 50 states, and that LHDR's debt settlement program would significantly reduce the amount of their debts and allow them to become debt-free. Consumers further stated that, after signing a contract with LHDR for debt settlement services, they agreed to have funds drafted from their bank account on a monthly basis, with the belief that these funds would be set aside in an escrow or trust fund account to allow LHDR to negotiate a settlement with their creditors.

5. In their complaints, consumers stated that a portion of their monthly payment to LHDR was in the form of a "retainer fee" for legal services, usually paid out over the first three months of enrollment in the debt settlement plan. This fee ranged from \$500.00 to \$900.00. Consumers stated that they believed they would be represented by a North Carolina attorney having direct, hands-on knowledge of their debt situation to negotiate a settlement with their creditors. My review of the complaints showed that, notwithstanding payment of this retainer fee, in almost all cases consumers had little, if any, contact or direct communication with a North Carolina attorney (or any attorney), and that they received no beneficial service from an attorney.

6. In addition to reviewing the complaints submitted to our office, I reviewed documents which accompanied those complaints, including the retainer agreement which LHDR required enrollees to sign. One common complaint of consumers is that they were not aware that LHDR would not begin to negotiate settlements with any of their creditors until the consumer had paid in full a "service fee" or "service cost," which amounted to 15% of the consumer's total

scheduled debt. Under the enrollment documents, this fee was typically spread out over 12 to 18 months, and was in addition to the retainer fee. Consumers complained that they were not aware that no debts would be settled and no payments made to creditors until the fees and costs had been paid in full, thus obligating them to remain in LHDR's program for a year or more before any negotiation services were performed.

7. Consumers further claimed that, months after enrolling in LHDR's debt settlement program, they continued to receive debt collection calls or notices from their creditors, and in many cases, they received threats of impending legal action. In almost all cases, consumers claimed that few, if any, of their creditors were ever contacted by LHDR to negotiate a settlement of their debts. When consumers contacted LHDR to complain or to request a refund of their money, they were told that their funds had been earned as "legal fees" or administrative expenses and were non-refundable.

8. In September 2010, we forwarded to Mr. Jason Searns, General Counsel for LHDR, six complaints we had received from North Carolina consumers, with a request that LHDR cease and desist from offering debt settlement services to North Carolina consumers in violation of N.C. Gen. Stat. §14-423. Mr. Searns did not agree to cease and desist and LHDR continued to offer and collect fees from North Carolina consumers for its debt settlement business. A true and accurate copy of the correspondence to Mr. Searns is attached as Exhibit A.

9. Based on my review of the complaints filed with our office, which included copies of some consumers' bank statements as well as the LHDR retainer agreements, the AGO issued two investigative demands to Global Client Solutions, LLC to obtain debt settlement

account information on all North Carolina clients. Global Client Solutions is known to me as a payment processor which provides electronic payment processing and escrow services for debt settlement businesses, including LHDR.

10. Payment processors are third-party companies that, for a fee, collect payments for merchants by debiting consumers' bank accounts through an electronic network. On behalf of LHDR, Global Client Solutions transferred funds from the consumer's bank account to a third party bank account which was managed by Global Client Solutions under the direction of LHDR. Global Clients Solutions then disbursed money from the consumer's account, in the form of fees and costs, to LHDR and to third-party non-creditors; money was also disbursed to consumers' creditors if debts were settled.

11. I personally reviewed and supervised the examination and analysis of the account records we received from Global Clients Solutions. The records show a total deposit of \$1,533,399.41 from 412 North Carolina consumers who were customers of LHDR for the period November 12, 2010 to March 16, 2013. All of the deposits were posted to North Carolina consumers' accounts from 2010 to 2013. Of that amount, the records show that \$187,294.09 was disbursed directly to LHDR as "retainer fees." Further, the records show that Global Client Solutions disbursed an additional amount of \$940,136.50 to LDHR and to third-party non-creditors as "administrative" or "service" fees. The records show that only \$236,938.25, or 15% of all North Carolina consumer funds, was disbursed directly to creditors for debt settlement purposes. Finally, my review and analysis of the Global Client Solutions account records show that LHDR collected 74% of all North Carolina consumers' deposits for its own fees and

expenses or for fees and expenses of the third-party non-creditors, leaving only a balance of \$228,397.02 in reserve funds to negotiate future settlements with creditors for its North Carolina consumer clients.

12. As an example of the above-described conduct, on or about August 21, 2013, we received a consumer complaint from Ms. Ashley Poteat of Greensboro, North Carolina. This complaint was forwarded to us by the Better Business Bureau (BBB). Ms. Poteat said in her complaint that, since June 2011, LHDR had drafted \$12,029.81 from her bank account to negotiate a settlement with two enrolled creditors. At the time she entered into the agreement with LHDR her enrolled debt was \$35,104.00. Ms. Poteat said that when she contacted LHDR as recently as April 2013, she was informed that no settlements had been reached with any of her creditors, and that, despite the fact that she had paid LDHR over \$12,000.00, only \$4,059.72 of that amount had made it into her account to be used to settle her two debts. Ms. Poteat further claimed that, since enrolling in LHDR's debt settlement program, her overall debt has increased significantly, instead of being decreased as she was lead to believe by LHDR. A true and accurate copy of Ms. Poteat's complaint to our office is attached as Exhibit B.

13. Beginning in approximately January 2011, we began to receive complaints which indicated that, in addition to debt settlement services, LHDR was offering mortgage loan modification services to North Carolina consumers. Consumers claimed they were told that, for payment of an advance fee ranging from \$2,500 to \$3,000, LHDR would contact their mortgage company to negotiate a reduced interest rate on their mortgage, reduced principal, and a lower monthly mortgage payment. Consumers further claimed that LHDR required the fee to be paid

in advance in monthly installments before any making any contact with their lender to negotiate and obtain a modification of their mortgage loan.

14. For example, on January 5, 2011, we received a complaint from Mr. Calvin Tauss of Statesville, North Carolina. Mr. Tauss said he had previously applied for a loan modification with his mortgage company, but was denied. Mr. Tauss said he later received a notice of default from a law firm and thought he was going to lose his home through foreclosure. Mr. Tauss said he located LHDR through the Internet and signed an electronic contract agreeing to pay LHDR an advance fee of \$2,500 in four equal installments. Mr. Tauss claimed he stopped payment on the initial deposit of \$625.00 when he learned that payment of advance fees for loan modification or foreclosure prevention services was illegal under North Carolina law. A true and accurate copy of Mr. Tauss' complaint to our office is attached as Exhibit C.

15. In addition to Mr. Tauss' complaint against LHDR, we received five complaints from North Carolina consumers claiming they also were contacted by LHDR and offered loan modification or foreclosure prevention services in exchange for payment of an advance fee. True and accurate copies of these complaints are attached as Exhibit D.

16. As the custodian of complaints filed with our office against LHDR, I have received, reviewed, and processed sixty-one complaints from North Carolina consumers since August 1, 2010. Fifty-five of these complaints concern debt settlement practices, while six complaints concern loan modification practices. Based on my review of the complaints, documents which accompany the complaints, the debt settlement account records obtained from Global Client Solutions, and my phone interviews with consumers, it appears that LHDR has in

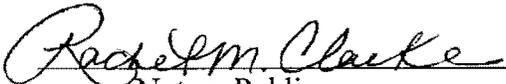
all instances charged or attempted to charge advance fees for its debt settlement or loan modification practices, and has rarely obtained negotiated debt settlements or loan modifications for any of its North Carolina consumer clients.



David C. Evers

Sworn to and subscribed before me

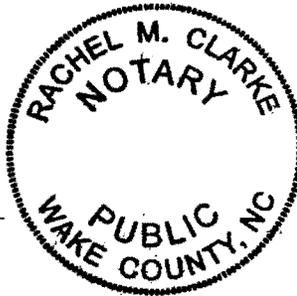
This the 5th day of May, 2014



Notary Public

RACHEL M. CLARKE

My Commission Expires: 8/14/16





COPY

State of North Carolina

ROY COOPER
ATTORNEY GENERAL

Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

CONSUMER PROTECTION
Toll Free In NC
(877) 566-7226
Outside of NC
(919) 716-6000
Fax: (919) 716-6050

September 15, 2010

Jason Seams, Esq.
General Counsel
Legal Helpers Debt Resolution, LLC
303 East 17th Avenue
Suite 1070
Denver, CO 80203

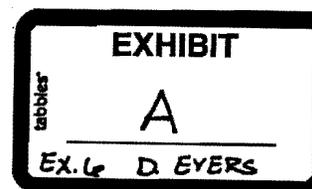
Re: **Offering of Debt Settlement Services to
North Carolina Consumers**

Dear Mr. Seams:

We have received complaints against your firm submitted by the following North Carolina consumers: David Ducker, Rita Greenauer, Linda Pearson, Charles Cockerham, Penny Payne, and Tanya Rinehardt. Copies of the complaints are enclosed for your review.

The consumers generally state that they paid your firm in advance for debt settlement and negotiation services. The consumers were solicited for your firm's debt reduction program after sales representations that the program would significantly reduce the amount of their debts and allow them to become debt free. Based on the complaints we have received, it appears that these consumers did not receive any beneficial services from your firm and they are now requesting a refund of all amounts they have paid into the program.

We have serious concerns about the nature of the debt reduction services you are offering to North Carolina consumers. As we have advised you, the charging of advance fees for debt settlement services is prohibited by North Carolina law, N.C. Gen. Stat. §14-423. We understand that you claim an exemption from this statute because the debt resolution services are performed by a North Carolina lawyer associated with your firm. Please provide us with the name and address of this lawyer, the nature of that lawyer's relationship to your firm, and a description of the debt resolution services he or she performs for North Carolina clients.



Legal Helper's Debt Resolution, LLC
September 15, 2010
Page 2

Until this matter is resolved, we request that you cease and desist from offering any further debt settlement services to consumers in North Carolina that do not fully comply with North Carolina debt adjusting law.

We request that you provide refunds to the consumers identified in the enclosed spreadsheet and that written confirmation of payment be sent to us with your response. Please respond within ten (10) days of your receipt of this letter.

We look forward to your cooperation.

Sincerely,



Philip A. Lehman
Assistant Attorney General



David C. Evers
Investigator
CONSUMER PROTECTION DIVISION

Enclosure

cc: Thomas Macey, Esq.

COMPLAINT ACTIVITY REPORT Case # 94448188

BBB serving Chicago & Northern Illinois

Consumer Info: Poteat, Ashley
 203 Southside Square
 Greensboro, NC 27406
 336 327-4376 336 327-4376
 ashcraypoteat@gmail.com

Business Info: Legal Helpers Debt Resolution, LLC,
 233 S Wacker Dr Ste 4900
 Chicago, IL 60606-6372
 877 596-6865

Location Involved: (Same as above)

Consumer's Original Complaint:

I entered into an agreement with Legal Helpers Debt Resolution, LLC May, 2011 with the understanding that they would settle two credit card debts with Chase Bank for total of \$34,271.00 and GE Belk \$833.00. The agreement was to pay \$546.81 a month to Legal Helpers Debt Resolution applicable to said credit card debt; which I have diligently paid since June 2011 totaling \$12,029.81 to date. Legal Helpers Debt Resolution, LLC indicates that I have \$4,059.72 in "my account" as of 04/17/13. This account is allegedly through Global Client Solutions. To date none of the money I have paid to Legal Helpers Debt Resolution has been applied to any of the said credit card debt and Chase Bank is now at a total of \$38,274.00 and GE Belk \$1077.00 thus an INCREASE in debt.

In May 2011, I was assured Legal Helpers Debt Resolution, LLC would negotiate the amount owed by 50% down over a contracted time period at which time I would be making monthly payments to cover the costs. Since that time I have on numerous occasions attempted to contact them via phone and email with very little success. A few attempts were successful but resulted in contradictory and confusing information about my debt status. I have emails showing that I have asked for status of my debt in which they have never provided and rarely replied. The agreement of my contract to settle any of my debt has not taken place and rather has resulted in further debt due to absolute neglect to my debt. It remains unclear as to where any of the \$12,029.81 I have paid to Legal Helpers Debt Resolution, LLC is and why NONE of the \$12,029.81 has been applied to my debt. I have now been turned over to collection agencies and my debt is far worse off than when I began with Legal Helpers Debt Resolution, LLC.

At this point, I am now financially ready to pay my debt fully or at least substantially but I do not trust Legal Helpers Debt Resolution, LLC and would very much like either a full refund of \$12,029.81 or the \$12,029.81 applied to my debt as initially agreed. I will be happy to provide copies of emails, letters, and any other documentation needed concerning this matter.

Respectfully, Ashley Crayton Poteat

Consumer's Desired Resolution:

A full refund of the \$12,029.81 I paid to Legal Helpers Debt Resolution, LLC or for the \$12,029.81 to be applied to my debt as initially agreed with Legal Helpers Debt Resolution.

BBB Processing

04/17/2013	web	BBB	Case Received by BBB
04/17/2013	web	BBB	Case Reviewed by BBB
04/17/2013	Otto	EMAIL	Send Acknowledgement to Consumer
04/17/2013	Otto	EMAIL	Inform Business of Case
04/29/2013	Otto	BBB	No response to first notice to business
04/29/2013	Otto	EMAIL	Second Notice to Business
05/10/2013	Otto	BBB	No Response Received From Business on 2nd Notice
05/10/2013	Otto	EMAIL	Consumer - Have You Heard From the Company
05/21/2013	Otto	BBB	Inform Consumer No Response from Business
05/21/2013	Otto	EMAIL	Inform Consumer - Case Closed UNANSWERED
05/21/2013	Otto	EMAIL	Inform Business - Case Closed UNANSWERED
05/21/2013	Otto	BBB	Case Closed - UNANSWERED



STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE
ATTORNEY GENERAL ROY COOPER

Consumer File a Complaint Complaint Form

FILE A COMPLAINT

* indicates a mandatory field

Your Information

Prefix: Mr. * First Name: Calvin

Middle Initial: A * Last Name: Tauss

* Mailing Address: 527 Margaret Drive

* City: Statesville

* State: * Zip Code: 28677

Country, if not US:

Day Phone Number (including area code): 704-838-1155

Evening Phone Number (including area code): Same

Cell Phone Number (including area code): None

Fax Number (including area code): None

County of Iredell Email buddy_gorda@yahoo.com

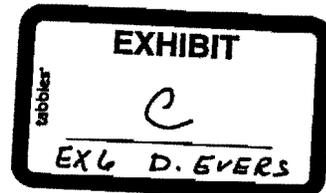
Residence: Address:

Information About Company Against Which You Are Complaining

* Full name of company: Legal Helpers d r.com on Alenay by ship + Seams att

Address: 233 Wacker Drive -suite 5150

City: Chicago IL 60606



State: IL Zip 60606
Code:

Country, if not US:

Company's internet address (URL): legalhelpersdr.com

* Telephone number, including area code: 1-866-773-3123

Fax number, including area code:

Complaint information (complete any blocks which apply to your complaint)

Product, item, or service involved: Demand of Moneies upfront for for releif of hoi

Date of purchase, service, contract: Dec.30th 2010 Now

Manufacturer or brand:

Model:

Account number:

Do not submit credit card or bank account numbers through this form. If you need to provide that information as part of your complaint, please mail it to us instead.

Serial number:

Did you sign a contract or a lease?: Yes No

Start Date: Jan.4th 2011 Now End Date: April,4th 2011 Now

Total amount paid: 627.00 Amount in dispute: 627.00

How was payment: Cash
Electronic - internet

made::

Did you buy an extended service contract? No

If yes, name of company responsible for extended service contract or warranty:

Information About the Transaction

How was initial contact made between you and the:

Where did the transaction take place?: *internet Electronic*

Details of Complaint

May. 2010 missed payments for three months. Started making payments for Aug and Sept. In Oct. 2010 payment was returned from GMAC saying they wanted payment in full and did not accept partials. I started working with CCCs of Forsyth County after they suggested doing so. [GMAC] Working with Jason Hall and completed documentation for a loan modification which when completed was sent to GMAC was told it was under review and that I was to check back. This was done and I kept getting the under review statement until late Dec. I recieved a letter from the Att. and one from GMAC. The one from GMAC was informing me that the investors had not gone along with them on loan modifying and the Att. was demanding payment in full. I frantically searched and found the on line co. called Legal Helpers rd, and electronically signed a contract for 2,500.00 payable in four payments of 625.00 starting in Jan. 4th 2011 and on each fourth of the month for four months. And later received a letter from the Banking Commission Saying that It [the payment of monies upfront was illegal in N.C.. I consulted with the Bank of America and they said to close out the Account and notify Legal Helpers of a stop payment. Which I did, but Monday morning on the 3rd found that they had put an electronic transfer for 627.30 which passed through because for the bank it has to be the exact amount.

* Details:

Limit of 2500 characters

Resolution Attempts You Have Made

Have you contacted the company with your complaint?:

No

If yes, name of person most recently contacted:

His/her phone number, incl. area code:

1-866-773-3123

Results:

The only contact I made was to return their literatur and keep getting unanwered phone calls for some one to go over the information.

* What resolution would you consider fair?:

The return of funds and stopping the annoying phone calls re: matter.

Do you have an attorney in this case?:

No

If yes, name of your attorney:

Attorney's number, incl. area code:

Has your complaint been heard or is it scheduled to be heard in court?:

No

If yes, where and when?:

If already heard, what was the result?:

* Will you be submitting documentation by mail or fax?:

Select One

Please attach up to four supporting documents in pdf, doc, docx or txt format. You may also mail supporting documents to us.

Attachment 1: Upload: Browse...

Attachment 2: Upload: Browse...

David C. Evers

Consumer

From: conformis@ncdoj.gov
Sent: Sunday, October 02, 2011 4:16 PM
To: Consumer
Subject: Complaint 17814 Harrington

Your Information

Prefix Ms * First Name Debra
Middle Initial J * Last Name Harrington
* Mailing Address 6198 Mountain Vine Ave
* City Kannapolis
* State NC * Zip Code 28081

Country, if not US

Day Phone Number (including area code) (704) 938-5299

Evening Phone Number (including area code) (704) 938-5299

Cell Phone Number (including area code)

Fax Number (including area code)

County of Residence Cabarrus Email Address debrancarolina@yahoo.com

Information About Company Against Which You Are Complaining

* Full name of company The Law Office of Macey, Aleman & Seams, Scott Rasmussen

Address 17767 N Perimeter Dr

City Scottsdale

State AZ Zip Code 85255

Country, if not US

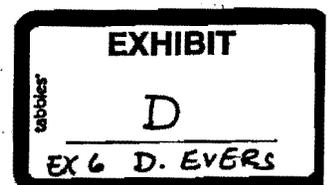
Company's internet address (URL)

* Telephone number, including area code (866) 569-1210

Fax number, including area code 866-274-0450

Complaint Information (complete any blocks which apply to your complaint)

Product, item, or service involved Suppose to work with Chase Financial Inc, to help us get them to modify our mortgage



David C. Evers

Date of purchase, service,
contract

12/1/2010 12:00:00 AM

Manufacturer of brand

Model

Account number

Do not submit credit card or bank account numbers through this form. If you need to provide that information as part of your complaint, please mail it to us instead.

Serial number

Did you sign a contract or
a lease?

Start Date

End Date

Total amount paid

Amount
in dispute

How was payment made: Cash

Did you buy an extended
service contract? No

If yes, name of company
responsible for extended service
contract or warranty

Information About the Transaction

How was initial contact made between you and the

Other

Where did the transaction take place?

Over the phone

Details of Complaint

* Details

Limit of
2500
characters

Legal Helpers Debt Resolution, and The Law Offices of Macey, Aleman and Seams called our home and I spoke with them on behalf of my parents with their permission. We were assured that they could help us get Chase Financial, Inc to modify our mortgage and it would only take three months. That was around the beginning of Dec 2010, and it is now October 2011. We have faxed these people my parents Bank Statements, pay check stubs and many other of our financial documents relating to our home. Chase would never give us straight answers, they lied to us, so we were convinced that maybe legal experts could have success. They assured us that they had worked with Chase many times and that they could definitely do the job. We have been told several times that everything looks good, and that they are about to rap it up, but suddenly Scott, who we are working with now from this law firm will not return our calls, and it is clear to us he is avoiding us. Despite being asked not to, Chase still calls my parents, and has on more than one occasion ask them for their social security number. We paid This Law firm \$3000.00 to help us, and we had to pay it up front. We feel we have been lied to and ripped

David C. Evers

off. Could you please help us. I have filed a complaint with the Consumer Agency, and that Case number that was given to me is 717138334. We are scared and desperate for a resolution to this whole nightmare with our mortgage. Please contact us and let us know if you can help us, and any news you may have regarding how cliam. Thank you. Our phone number is (704) 938-5299. Ask for Debra, I am their daughter who has been working on this on their behalf.

Resolution Attempts You Have Made

Have you contacted the company with your complaint?

Yes

If yes, name of person most recently contacted

Scott Rasmussen of the Law offices of Macey, Aleman and Steams

His/her phone number, incl. area code

866-569-1210 Ext# 2048

Results

Keep getting voice mail, I speak with others in the firm, they say he is at this desk and forward my call, but his answering machine picks up. Will not return any of my phone calls. I don't know what else to do.

* What resolution would you consider fair?

I want them to deliver what they promised, and call me back, at least within a day or so. I want to know if this is a dishonest organization, and if so, I want our \$3000.00 back. Please help us. Thank you.

Do you have an attorney in this case?

No

If yes, name of your attorney

Attorney's number, incl. area code

Has your complaint been heard or is it scheduled to be heard in court?

No

If yes, where and when?

If already heard, what was the result?

Will you be submitting documentation by mail or fax?

Yes

NC Commissioner of Banks Online Consumer Complaint Form

Your complaint has been electronically submitted, please make a note of the 'File Number' for future correspondence.

Instructions: You may print this page for your records and mail it with relevant documents (copies only, no originals please) to:

**NC Commissioner of Banks
4309 Mail Service Center
Raleigh, NC 27699-4309**

OR

fax to: (919) 733-6918

If you need further assistance, please contact the NC Commissioner of Banks Toll Free Recorded Information Line at (888) 384-3811.

Information submitted on this complaint form may be treated as public information under the North Carolina Public Information Act.

File Number: 2012-0582

Date of Complaint: 03/07/2012

Type of Complaint:

Is this complaint related to your mortgage?: Yes

Mortgage Loan Number:

Are you behind on your mortgage or are you concerned that you will be soon?: Yes

Have you been assigned a workout negotiator or specific contact person from your mortgage company regarding your foreclosure issue?: Yes

Do you have a foreclosure hearing scheduled?: Yes

When is the foreclosure hearing date?: 3/7/2012

Do you have a foreclosure sale date?: Yes

When is the foreclosure sale date?: 3/29/2012

Are you facing eviction?: No

Have you made a loss mitigation request to your mortgage company?: No

Have you received a response from your loss mitigation request?:

Do you need assistance with an MPP Application?:

Complainant: Maiseville Hughes
1000 Asbury Lane
Elizabeth City, NC 27909
Pasquotank
H. (252) 338-3861 W. (252) 331-3224 M. 252-267-6213
thfiggs@hotmail.com

Respondent: Law Offices of Macey, Aleman & Searns

Address/Location: Willis Tower
233 S Wacker Dr. Suite 5150
Chicago, IL 60606

Phone: 312-753-7535

Tried To Resolve:

Contact:

Method:

Date:

What type of product is this complaint regarding?:

**Complaint
Narrative:**

On August 18, 2011, we agreed to pay the Law offices of Macey, Aleman & Seams \$3500, to process a loan modification. Once the money was paid in full, we could not reach them on the phone. All calls were directed to voicemail. They only contact the bank (mortgator) once and fail to follow-up. They claim they made contact with the bank this week. Now our home is in foreclosure. One lady would respond by email, only to refer all messages.

**Proposed
Resolution:**

We suspect scams and would like you to investigate.

I certify that all information supplied by me is true to the best of my knowledge and I accept all responsibility for the content of the complaint.

I certify that the Commissioner of Banks staff members are authorized to speak on my behalf regarding my loan/account with your company; to receive any documents relating to the loan/account upon request; and/or to refer this complaint to the appropriate agency,

Consumer

From: conforms@ncdoj.gov
Sent: Friday, July 22, 2011 11:19 PM
To: Consumer
Subject: Complaint 16167 Hunter
Attachments: legalhelpersdocs.pdf

Your Information

Prefix Mrs * First Name Tahquetta
Middle Initial J * Last Name Hunter
* Mailing Address 2916 Citrus Glen Dr.
* City Raleigh
* State NC * Zip Code 27610
Country, if not US
Day Phone Number (including area code) 9199067975
Evening Phone Number (including area code) 9192394700
Cell Phone Number (including area code) 9199067975
Fax Number (including area code)
County of Residence Wake Email Address mariyuzmom@gmail.com

Information About Company Against Which You Are Complaining

* Full name of company The National Law Firm of Macey & Stearns
Address 17767 N. Perimeter Dr, Suite B-101
City Scottsdale
State AZ Zip Code 85255
Country, if not US
Company's internet address (URL) <http://masmortgagelaw.com/>
* Telephone number, including area code (866) 569-1210
Fax number, including area code

Complaint Information (complete any blocks which apply to your complaint)

Product, item, or service involved Foreclosure Help
Date of purchase, service,

contract

Manufacturer or brand

Model

Account number

Serial number

Did you sign a contract or a lease? Yes

Start Date

End Date

Total amount paid

Amount in dispute

How was payment made: Cash

Did you buy an extended service contract? No

If yes, name of company responsible for extended service contract or warranty

Do not submit credit card or bank account numbers through this form. If you need to provide that information as part of your complaint, please mail it to us instead.

Information About the Transaction

How was initial contact made between you and the
I responded to a Website or e-mail solicitation

Where did the transaction take place? Over the phone

Details of Complaint

* Details

Limit of 2500 characters

This company offers to provide foreclosure help to consumers and asks you to submit documentation after documentation. They request a lump sum of money to pay for a service that is not legit. Since I've started this process, my home has now reached its final foreclosure status and it is quite possible that I could lose my home.

Resolution Attempts You Have Made

Have you contacted the company with your complaint? No

If yes, name of person most recently contacted

His/her phone number, incl. area

code

Results

* What resolution would you consider fair?

All funds returned and a letter stating that this company is fraudulent in an attempt to save my home.

Do you have an attorney in this case? No

If yes, name of your attorney

Attorney's number, incl. area code

Has your complaint been heard or is it scheduled to be heard in court? No

If yes, where and when?

If already heard, what was the result?

* Will you be submitting documentation by mail or fax? Yes

312 Walbury Drive
Knightdale, NC 27545
March 15, 2012

Attorney General Roy Cooper
Attorney General's Office
NC Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

Dear Mr. Cooper:

I am writing this letter to request help in getting a matter resolved regarding a home modification loan. I hired attorneys Macey & Aleman & Searn of Scottsdale, Arizona, in November 2010 to help me acquire a home modification loan to lower my interest rate. They charged me \$2600 and needless to say, it never happened and they were of little help to me. The attorney that was assigned to my case was Kelly Sibert. They also told me that they had an attorney in North Carolina that was with their law firm, but they never gave me the attorney's name.

I went to court here in North Carolina on November 2011 and I went alone with only a letter from the attorney's office. When I went before the judge, he told me that it was against the law to charge for modification. I did not know that it was against the law. The judge told me to ask the attorney for a refund and get my money back. I contacted the attorney's office in Scottsdale, Arizona, and requested a refund. They flatly refused to give me a refund. I had several different negotiators during this process. Each time I contacted the attorney's office to speak with my negotiator, they gave me a different person to speak with. The names of the different negotiators I spoke with are Jessica Black, Krysatal Erickson, Mr. Natt, Chris McKay, Ms. Heinzorling, Ms. Peter, Ms. Kim Snead, Donald Dowd, Don Zizler and Ms. Cindy, and Joseph Comprone (client relationship manager). Ms. Kim Snead also stated that I would not get a refund and thanked me for being a client of their firm and my continuous patience throughout this process.

As stated above, the attorney's office charged me \$2600 to help me acquire a modification loan. Outlined below is the timeline for which they drafted money from my bank account from December 2010 to March 2011. I have also enclosed bank statements and copies of the modification paperwork to serve as documentation:

12/23/10	\$ 315
12/30/10	\$ 315
1/31/11	\$ 375
2/10/11	\$ 335
2/28/11	\$ 630
3/25/11	\$ 630
TOTAL	\$2600

Attorney General Roy Cooper
Page 2
March 15, 2012

Any assistance that the Attorney General's Office can give me in getting a refund will be greatly appreciated. If more information is needed, please feel free to contact me at the above address or by telephone at (919) 217-8510.

Sincerely,

Albert R. Cooper

Enclosures

cc: Mr. Eric Holder, Jr.
Attorney General of the United States
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Arizona Attorney General Tom Horne
Office of the Attorney General
1275 West Washington Street
Phoenix, AZ 85007-2926

Mr. Sam Ewell, Jr., Chairman
NC Housing Finance Agency
3508 Bush Street
Raleigh, NC 27609

Mr. Robert Kucab, Executive Director
NC Housing Finance Agency
3508 Bush Street
Raleigh, NC 27609

Manufacturer or brand

Model

Account number

Do not submit credit card or bank account numbers through this form. If you need to provide that information as part of your complaint, please mail it to us instead.

Serial number

Did you sign a contract or a lease? Yes

Start Date 11/9/2010 12:00:00 AM End Date 12/6/2010 12:00:00 AM

Total amount paid 3000.00 Amount in dispute 3000.00

How was payment made: Other

Did you buy an extended service contract? No

If yes, name of company responsible for extended service contract or warranty

Information About the Transaction

How was initial contact made between you and the I received a telephone call from business

Where did the transaction take place? Over the phone.

Details of Complaint

* Details

Limit of 2500 characters

We have been trying to do a loan modification with CitiFinancial. I received a phone call after meeting with our local HUD certified housing counselor saying they could help get our loan modification to go through. They took our personal information, our social security numbers, income, bills, etc. I was put on hold while it was sent to their lawyers, and their bank officers. I was then told that I should have been approved for the loan modification program and they would be happy to assist in getting our modification to go through. I was emailed multiple documents of which we signed and set up three payments of \$1000 each. We were asked for bank statements, mortgage statements, foreclosure letters, taxes for the past two years, bank statements, utility bills, etc. We sent all of this in and was told we were on track, they were contacting Citifinancial, had a follow up requested, that they had requested the sale date to be moved while everything was in review and that they were "on top of it". I then received a phone call the day before the sale of my

property and was told they could not get ahold of Citi and that I would need to file an emergency Bankruptcy immediatly. After talking with Susan Hatfield at Senator Burr's office we were referred to file a complaint. I am attaching the Welcome Packet and other documents; I will be faxing the bank statement showing where they drafted \$1000 on Nov 12, 2010. The other remaining two payments of \$1000 each are scheduled for Dec 13 and Jan 14th.

Resolution Attempts You Have Made

Have you contacted the company with your complaint? Yes

If yes, name of person most recently contacted Ned Danaher

His/her phone number, incl. area code 8665691213. ext 1017

Results

We were told we were still under the contract even though we were having to file bankruptcy but that after we file we should contact them with our case number so that they can then continue to try to work with Citi to get a loan modification.

* What resolution would you consider fair?

According to all who I have spoke to recently this is illigal in the state of NC and we would have taken other action if we had known they were not going to be able to get the loan modification and would have seeked other means to keep our home from going to sale. Therefore all funds should be returned.

Do you have an attorney in this case? No

If yes, name of your attorney

Attorney's number, incl. area code

Has your complaint been heard or is it scheduled to be heard in court? No

If yes, where and when?

If already heard, what was the result?

* Will you be submitting documentation by mail or fax? Yes

Rules and Decisions

[Recently Filed Disciplinary Decisions and Complaints](#) | [Rules Governing Lawyers and Judges](#) | [Disciplinary Reports and Decisions](#) | [Search Help and Collection Scope](#) | [Home](#)

DECISION FROM DISCIPLINARY REPORTS AND DECISIONS SEARCH

**BEFORE THE HEARING BOARD
OF THE
ILLINOIS ATTORNEY REGISTRATION
AND
DISCIPLINARY COMMISSION**

In the Matter of:

THOMAS GEORGE MACEY,

Commission No. 2012PR00057

Attorney-Respondent,

No. 6216468.

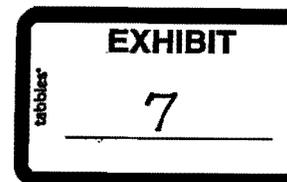
JEFFREY JOHN ALEMAN,

Commission No. 2012PR00058

Attorney-Respondent,

No. 6238869.

FILED - June 5, 2012

COMPLAINT

Jerome Larkin, Administrator of the Illinois Attorney Registration and Disciplinary Commission, by his attorney, Gary S. Rapaport, pursuant to Supreme Court Rule 753(b), complains of Respondent Thomas George Macey (hereinafter "Respondent Macey"), who was licensed to practice law in the State of Illinois on November 4, 1993, and Respondent Jeffrey John Aleman (hereinafter "Respondent Aleman"), who was licensed to practice law in the State of Illinois on April 22, 1997, and alleges that Respondents have engaged in the following conduct which tends to defeat the administration of justice or to bring the courts or the legal profession into disrepute, and which subjects Respondents to discipline pursuant to Supreme Court Rule 770:

(Breach of fiduciary duty, failure to consult with clients, assisting nonlawyers in the practice of law, and other misconduct through Legal Helpers Debt Resolution, LLC)

1. In 2009, Respondents established a law firm based in Chicago called Macey, Aleman, Hyslip and Searns ("Macey Aleman"). The two other named members of the firm, Jeffrey Hyslip and Jason E. Searns, have never been licensed to practice law in Illinois, but were licensed in Ohio and Colorado, respectively. Respondents also established the law firm of Legal Helpers Debt Resolution, LLC ("Legal Helpers"), at the same Chicago address as Macey Aleman. Legal Helpers was organized as a limited liability company under the laws of Nevada. At all times alleged in this complaint, Respondents were owners and managers of Legal Helpers and Macey Aleman.

2. Respondents established Legal Helpers for the purpose of partnering with nonlawyer companies in the consumer debt settlement industry in order to take advantage of certain exemptions that new regulations

governing the debt settlement industry allowed for attorneys. As a result of economic downturns in the last decade, many people with low and modest incomes accumulated high levels of unsecured debt. Debt settlement companies offered to help those people by setting up monthly payment plans that, in theory, allowed the clients to accumulate funds that would be used to pay their creditors while the debt settlement company negotiated with the creditors in an attempt to settle the debts for reduced amounts. The debt settlement companies promoted their service as an alternative to credit counseling or bankruptcy. In most instances, the debt settlement companies had the clients stop making payments to their creditors in order to fund the purported debt settlement plan, often resulting in collection lawsuits or other adverse consequences to the clients. Also, the debt settlement companies typically charged a fee equal to 15% or more of the client's total debt and collected the fee in advance, in full, from the client's first several monthly payments.

3. Beginning a few years ago, the consumer debt settlement industry has been the subject of increasing state and federal regulations, which, among other things, prohibited the collection of fees in advance. In Illinois, the Debt Settlement Consumer Protection Act, 225 ILCS 429, became effective on August 3, 2010. However, the new regulations, including the Illinois law, typically exempted attorneys from the regulations and prohibitions. 225 ILCS 429/10(1).

4. Respondents, through Legal Helpers, intended to partner with nonlawyer debt settlement companies in order for those companies to appear to be the law firm's agents and thereby permit those nonlawyers to claim the attorney exemption to the new regulations, including the regulations that prohibited the collection of advance fees. The debt settlement companies would identify themselves as Legal Helpers or Macey Aleman in their advertising and promotional materials and, after they were engaged, in their communications and correspondence with clients' creditors and others. In exchange, Respondents would receive signed attorney retainer contracts from every enrolled client that required the client to pay, in advance, attorney fees to Legal Helpers, in addition to paying the advance fees of the debt settlement company. Despite the retainer agreements and Legal Helpers' receipt of attorney fees, all of the debt settlement services would be performed by the nonlawyer companies, to the extent that any such services would be performed. At no time would the clients have any consultation or direct communications with Respondents or any attorney.

5. Respondents and Respondents' nonlawyer associates described in paragraph seven, below, used direct mail and other advertising to offer purported legal representation by Legal Helpers for the purpose of debt negotiation and settlement. The services that Respondents and their nonlawyer associates promoted required, first, that a client open a special bank account, pay a monthly amount into that account, and grant authority to Legal Helpers to withdraw sums from the account to pay its fees and the fees of its nonlawyer associates in advance, or mostly in advance, of providing any services. After most of Respondents' fees and their nonlawyer associates' fees were paid, and as the client continued to make monthly deposits and accumulate a balance of funds in the account, the client's creditors would be paid as Legal Helpers purportedly negotiated and settled the client's debts.

6. At all times alleged in this complaint, Respondents directed, supervised, knew of and approved all aspects of Legal Helpers' operations, policies and procedures, including the operations, policies and procedures described in this complaint.

7. Respondents entered into "Strategic Alliance Agreements" or "Strategic Alliance Subcontract Agreements" with nonlawyer debt settlement companies located around the United States including, but not limited to, Legal Services Support Group, LLC ("LSSG"), JEM Group, Inc., Lynch Financial Solutions, Inc., CDS Client Services, Inc., and Eclipse Financial (hereinafter, collectively referred to as the "nonlawyer companies" or "companies"). The agreements required the companies to provide marketing and administrative services for Respondents, including "enrollment, compliance with client qualification criteria, client support, [and] client fee accounting."

8. The above-described agreements also required the nonlawyer companies to provide "non-legal law-related services" to Legal Helpers' clients. Respondents claimed that the agreements were non-exclusive reciprocal

referral agreements with nonlawyer professionals whereby the nonlawyer companies would refer debt settlement clients to Legal Helpers for purported legal services, and Legal Helpers would refer debt settlement clients to the nonlawyer companies for nonlawyer services. The services that the nonlawyer companies would provide to the clients included "assistance with financial workout analysis, collection activities and debt restructuring, and the engagement of collectors on behalf of the [clients] in an effort to modify and settle unsecured debts."

9. Respondents drafted and provided to the nonlawyer companies documents and forms to be used for obtaining clients. The forms included a multi-part attorney retainer agreement that Respondents occasionally modified. The provisions of the retainer agreement always included the following:

a. authority for Legal Helpers to delegate to a nonlawyer company the implementation and management of a debt resolution plan pursuant to the "non-exclusive reciprocal referral agreement" between Legal Helpers and the nonlawyer company;

b. a disclaimer that no attorney-client relationship existed between the client and the nonlawyer company and that communications between them are not protected by attorney-client privilege;

c. several paragraphs that limited, qualified, and disclaimed Respondents' obligations. Among other things, Legal Helpers disclaimed responsibility to intercede in collection efforts by creditors or collection agencies, to prevent late fees and penalties from being incurred on the client's debts as a result of the client's participation in the debt settlement program, or to prevent the client's credit rating from worsening as a result of participation in the debt settlement program. Prior to October 22, 2010, Legal Helpers' retainer contract also disclaimed any obligation to represent the client in the event of a lawsuit against the client by a creditor;

d. a requirement of binding arbitration in the event of "any claim or dispute between the client and [Legal Helpers] related to any performance of any services related to this agreement." The retainer contract did not advise the client that the arbitration clause would operate to waive or limit the client's rights to a lawsuit, a jury trial, civil discovery, or appeal;

e. a "Disclosure and Election of Services" which purported to describe to the client the differences between credit counseling, Chapter 7 and Chapter 13 bankruptcy proceedings, and debt negotiation; and

f. a requirement that the client establish and, for a designated period (usually between 18 and 40 months), make monthly deposits into a special bank account from which Respondents would have authority to make electronic withdrawals, in order to pay their fees, the fees of the nonlawyer company, and purported settlements. More specifically, the agreement required the client to deposit, and allowed Legal Helpers to withdraw, installments to pay "an initial flat fee retainer" of either \$500 or \$900 and a monthly "maintenance" fee of up to \$79 to Legal Helpers. The client's monthly deposits also would include installments to pay a fee to the nonlawyer company equal to 15% of the client's total enrolled debt. The retainer agreement included a "Payment Confirmation Schedule" listing each monthly deposit required of the client and each withdrawal and disbursement to be made by Legal Helpers. The agreement allowed Legal Helpers to take all of its fees, and to disburse all of the debt settlement company's fees, within the first several months of the plan.

10. The forms that Respondents drafted and provided to their nonlawyer partner companies for obtaining clients also included a power of attorney by which the client purported to appoint Legal Helpers as the client's agent in connection with the client's debt and credit matters. The forms also included a settlement pre-authorization by which the client purported to preauthorize Legal Helpers to settle any debt for 50% or less of the account balance.

11. Respondents approved and implemented the following procedures for obtaining clients:

a. When, in response to advertising or direct mail solicitations, prospective clients contacted or attempted to contact Legal Helpers to inquire about legal representation, they sometimes spoke with nonlawyers who were employees of Respondents, or, more often, the communications were routed to nonlawyer employees of the above-described affiliated companies. In either case, the nonlawyer representatives promoted and attempted to sell the debt settlement service to the prospective clients. The nonlawyer representatives advised that, if the client enrolled, he would be represented by a law firm, and he should stop making payments to creditors. If a prospective client agreed or was interested, the nonlawyer representative would send promotional information and forms to him, including the representation agreement, the power of attorney and the settlement pre-authorization, described above;

b. The nonlawyer representative required the prospective client to submit financial information, reviewed the information, and advised the prospective client about other options to resolve his indebtedness, including the nature, risks and benefits of a bankruptcy proceeding in his specific situation; and

c. The nonlawyer representative advised the prospective client about the purposes, terms, conditions, and legal effects of the above-described retainer agreement, power of attorney and settlement pre-authorization, instructed the prospective clients to complete and return them, and answered any questions about them.

12. Between 2009 and 2011, by means of Respondents' partnerships with nonlawyer debt settlement companies as described above and Respondents' implementation and management of the procedures for obtaining clients as described in paragraphs nine, ten and eleven, above, Respondents and their law firm obtained millions of dollars in attorney fees from thousands of clients throughout the United States who retained Legal Helpers.

13. At all times alleged in this complaint, Respondents knew that the employees and representatives of their law firm and of the above-described affiliated companies who met and spoke with prospective debt settlement clients and obtained signed retainer agreements, powers of attorney and settlement pre-authorizations were not licensed to practice law in Illinois or in any jurisdiction.

14. At all times alleged in this complaint, before a debt settlement client engaged Legal Helpers, Respondents would not meet or speak with the client or have any attorney meet or speak with the client. Prior to the engagement of Legal Helpers, neither Respondents or any attorney for Legal Helpers would personally consult with or advise the client about Legal Helpers' referral of the client's matter to a nonlawyer pursuant to the "non-exclusive reciprocal referral agreement;" the absence of attorney-client privilege in communications with the nonlawyer; the limitations on the scope of Legal Helpers' representation; the consequences of not paying creditors while enrolled in the debt settlement program; the scope and effect of the arbitration clause; or the availability, risks and benefits of other courses of action to resolve the client's indebtedness, such as bankruptcy proceedings, under the client's particular circumstances.

15. At all times alleged in this complaint, after a debt settlement client engaged Legal Helpers, Respondents

would not meet or speak with the client or have any attorney meet or speak with the client, unless the client specifically asked to talk to a lawyer.

16. Each of the following clients was an Illinois resident who contacted Legal Helpers to discuss legal representation for the purpose of debt settlement in response to a direct mail solicitation or an advertisement. Each of the following clients spoke only with a nonlawyer employee of Legal Helpers or an affiliated nonlawyer company, received explanations and advice from the nonlawyer as described in paragraph eleven, above, executed the retainer agreement and the other documents described in paragraphs nine and ten, above, paid attorney fees to Legal Helpers, and paid separate fees to the nonlawyer debt settlement company that Legal Helpers designated.

CLIENT	DATE OF RETAINER	ATTORNEY FEES OBTAINED BY LEGAL HELPERS
Angela A. Bajic	9-1-09	\$500
Audrey Drozek	2-5-10	745
Mary Corner	2-8-10	650
Barbara Grzesik	2-9-10	500
Leonard W. May	2-15-10	800
Helen Nawracaj	2-26-10	696
Toni Molos	3-17-10	900
Karyn Aldridge	3-29-10	650
Roseann Losiniecki	3-31-10	696
Charles Powell Sr.	4-9-10	1,000
Mildria L. Foster	4-22-10	1,250
Ronald Kondracki	4-29-10	1,600
Imelda Hanson	5-13-10	1,050
Nancy A. Duke	5-27-10	2,258
Jennifer Green	6-18-10	\$950
Susan K. Baker	6-23-10	1,000
Patrick Goins	6-26-10	500
Patricia Daniel	7-2-10	950
Donna Seger	7-16-10	950

Monica Plummer	7-7-10	843
Nancy Cress	7-9-10	850
Diana Fanning	7-10-10	750
Tariak T.Gahiji	7-13-10	500
Tonya D. Grady	7-19-10	1,000
Ira Aronson	7-28-10	900
Ronald L. Messmore	7-29-10	850
Erica J. Gonzalez	8-3-10	745
Diana Wohlers	8-10-10	745
Herbert Jordine	8-4-10	950
John J. Martin	6-28-10	500
Vesta Ware	8-11-10	1,050
Filiberta Corona	9-13-10	560
Desiree Aliyas	11-11-10	1,145
Karen Fitzgerald	1-28-11	150
Carlos V. Arceo	2-8-11	1,453
Margaret Dalbke	2-17-11	458

17. In each of the above-listed client matters, at no time before the initiation of the attorney-client relationship did Respondents or an attorney from their law firm meet or speak with the client. At no time before accepting the above-listed clients did Respondents or any attorney for Legal Helpers personally confer with and advise the clients about Legal Helpers' referral of the client's matter to a nonlawyer pursuant to the "non-exclusive reciprocal referral agreement;" the absence of the attorney-client privilege in communications with the nonlawyer; the limitations on the scope of Legal Helpers' representation; the consequences of not paying creditors while enrolled in the debt settlement program; the scope and effect of the arbitration clause; or the availability, risks and benefits of other courses of action to resolve the clients' indebtedness, such as Chapter 7 or Chapter 13 bankruptcy proceedings, under each client's particular circumstances.

18. In each of the above-listed client matters, at no time during the attorney-client relationship did Respondents or an attorney from their law firm meet or speak with the client, with the exception of clients Diana Fanning and Ronald L. Messmore, who each had a brief telephone conversation with a Legal Helpers attorney in relation to their receipts of summonses in collection lawsuits. Legal Helpers refused to represent them in the lawsuits.

19. In each of the above-listed client matters, Legal Helpers provided no legal services to the client, or, if

Legal Helpers did provide some legal service, it did not justify the fee that the law firm collected.

20. In each of the above-listed client matters, a nonlawyer company performed all of the debt negotiation and settlement work that was performed, if any such work was performed, and the client paid the nonlawyer company separately for such work.

21. By reason of the conduct described above that occurred before January 1, 2010, Respondent Macey and Respondent Aleman each have engaged in the following misconduct:

- a. breach of fiduciary duty to Legal Helpers' debt settlement clients;
- b. failing to consult with a client about the means by which the objectives of the representation are to be pursued, in violation of Rule 1.2(a) of the Illinois Rules of Professional Conduct (1990);
- c. failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation, in violation of Rule 1.4(b) of the Illinois Rules of Professional Conduct (1990);
- d. collecting an unreasonable fee, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (1990);
- e. failing to supervise and make reasonable efforts to ensure that the conduct of nonlawyers employed by or associated with Legal Helpers is compatible with the professional obligations of Respondent, in violation of Rule 5.3(a) and (b) of the Illinois Rules of Professional Conduct (1990);
- f. assisting a person who is not a member of the bar in the performance of activity that constitutes the unauthorized practice of law, in violation of Rule 5.5(a) of the Illinois Rules of Professional Conduct (1990); and
- g. conduct which tends to defeat the administration of justice or to bring the courts or the legal profession into disrepute.

22. By reason of the conduct described above that occurred on or after January 1, 2010, Respondent Macey and Respondent Aleman each have engaged in the following misconduct:

- a. breach of fiduciary duty to Legal Helpers' debt settlement clients;
- b. failing to consult with a client about the means by which the client's objectives are to be accomplished, in violation of Rule 1.4(a)(2) of the Illinois Rules of Professional Conduct (2010);
- c. failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation, in violation of Rule 1.4(b) of the Illinois Rules of Professional Conduct (2010);
- d. making an agreement for, charging, or collecting an unreasonable fee, in violation of Rule 1.5(a) of the Illinois Rules of Professional Conduct (2010);
- e. failing to supervise and make reasonable efforts to ensure that the conduct of nonlawyers employed by or associated with Legal Helpers is compatible with the professional obligations of Respondent, in violation of Rule 5.3(a) and (b) of the Illinois Rules of Professional Conduct (2010);
- f. assisting a person who is not a member of the bar in the performance of activity that constitutes the unauthorized practice of law, in violation of Rule 5.5(a) of the Illinois Rules of Professional Conduct (2010); and

- g. conduct which tends to defeat the administration of justice or to bring the courts or the legal profession into disrepute.

WHEREFORE, the Administrator requests that this matter be assigned to a panel of the Hearing Board, that a hearing be held, and that the panel make findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully submitted,

Jerome Larkin, Administrator
Attorney Registration and
Disciplinary Commission

By: Gary S. Rapaport
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