

CIVIL CASE INFORMATION STATEMENT
CIVIL CASES

In the Circuit Court, Kanawha County, West Virginia

FILED
macey

2013 DEC 20 PM 2:20

CATHY S. GAYDON, CLERK
KANAWHA CO. CIRCUIT COURT

I. CASE STYLE:

Plaintiff(s)/Petitioner(s)

Case #

13C-2330

STATE OF WEST VIRGINIA ex rel.
PATRICK MORRISEY,
ATTORNEY GENERAL

Judge

Webster

vs.

<u>Defendants(s)/Respondent(s)</u>	<u>Days to Answer</u>	<u>Type of Service</u>
LEGAL HELPERS DEBT RESOLUTION, LLC, a/k/a MACEY, ALEMAN & SEARNS, f/k/a MACEY, ALEMAN HYSLIP & SEARNS 233 S. Wacker Drive, Suite 5150 Chicago, Illinois 60606	30	Sec. of State
JASON E. SEARNS 303 East 17th Avenue, Suite 340 Denver, Colorado 80203	30	Sec. of State
THOMAS G. MACEY 233 S. Wacker Dr., Suite 5150 Chicago, Illinois 60606-6371	30	Sec. of State
JEFFREY J. ALEMAN 233 S. Wacker Dr., Suite 5150 Chicago, Illinois 60606-6371	30	Sec. of State
JEFFREY S. HYSLIP 917 W. 18 th St., Suite 200 Chicago, Illinois 60609	30	Sec. of State

Original and ___ copies of complaint furnished herewith.

(Continued On Next Page)

PLAINTIFF: STATE OF WEST VIRGINIA ex rel. PATRICK MORRISEY, ATTORNEY GENERAL DEFENDANTS: LEGAL HELPERS DEBT RESOLUTION, LLC et al.	CASE NUMBER:
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II. TYPE OF CASE:

TORTS	OTHER CIVIL

Asbestos	Adoption	Appeal from Magistrate Court
Professional Malpractice	Contract	Petition for Modification of Magistrate Sentence
Personal Injury	Real Property	Miscellaneous Civil
Product Liability	Mental Health	X Other
Other Tort	Appeal of Administrative Agency	

III. JURY DEMAND: Yes No X

CASE WILL BE READY FOR TRIAL BY (MONTH/YEAR): N/A

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY OR AGE?

YES NO X
IF YES, PLEASE SPECIFY:

Wheelchair accessible hearing room and other facilities
 Interpreter or other auxiliary aid for the hearing impaired
 Reader or other auxiliary aid for the visually impaired
 Spokesperson or other auxiliary aid for the speech impaired
 Other: _____

Attorney Name: Douglas L. Davis, Assistant Attorney General
 (State Bar No. 5502)
Firm: State of West Virginia, Attorney General's Office
Address: Post Office Box 1789, Charleston, WV 25326-1789
Telephone: (304)558-8986

Representing:
 X Plaintiff Defendant
 Cross-Complainant Cross-Defendant
Dated: 12-20-2013



 Signature

FILED

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA *mscopy*

2013 DEC 20 PM 2:20

CAROL D. W. LEWIS, CLERK
KANAWHA CO. CIRCUIT COURT

STATE OF WEST VIRGINIA ex rel.
PATRICK MORRISEY,
ATTORNEY GENERAL,

Plaintiff,

v.

Civ. Action No. 13C-2330

LEGAL HELPERS DEBT
RESOLUTION, LLC, a/k/a
MACEY, ALEMAN &
SEARNS, f/k/a MACEY, ALEMAN
HYSLIP & SEARNS, JASON E. SEARNS,
THOMAS G. MACEY, JEFFREY J.
ALEMAN, and JEFFREY S. HYSLIP,

Defendants.

**COMPLAINT AND PETITION FOR
PRELIMINARY AND PERMANENT INJUNCTION**

This action is brought pursuant to the provisions of the West Virginia Consumer Credit and Protection Act, West Virginia Code § 46A-1-101, *et seq.*, which authorizes the Attorney General of West Virginia to file enforcement actions. The State of West Virginia, by and through its duly elected Attorney General, Patrick Morrisey (hereinafter "the State"), the plaintiff in this matter, has reason to believe that the above-named Defendants have violated the Consumer Credit and Protection Act and engaged in other unlawful acts.

PARTIES

1. The State, by and through the Attorney General, is authorized to bring this action pursuant to the Consumer Credit and Protection Act, W. Va. Code § 46A-1-101, *et seq.* (the “Act”).

2. Defendant, Legal Helpers Debt Resolution, LLC, a/k/a Macey, Aleman & Searns, f/k/a Macey, Aleman, Hyslip & Searns (hereinafter “LHDR”) is a for-profit corporation organized under the laws of the State of Nevada. LHDR’s principal place of business and registered address is 233 S. Wacker Drive, Suite 5150, Chicago, Illinois 60606.

3. LHDR registered to do business in West Virginia as a regular limited liability company on May 21, 2010.

4. Jason Edward Searns is an individual residing in the state of Colorado (“Searns”). Searns is licensed to practice law in the state of Colorado with a state bar-registered address of 303 East 17th Avenue, Suite 340, Denver, Colorado 80203. Searns is not licensed to practice law in West Virginia. Searns is not admitted to practice law in West Virginia on any temporary basis.

5. Thomas George Macey is an individual residing in the state of Illinois (“Macey”). Macey is licensed to practice law in the state of Illinois with a state bar-registered address of 233 S. Wacker Dr., Suite 5150, Chicago, Illinois 60606-6371. Macey is not licensed to practice law in West Virginia. Macey is not admitted to practice law in West Virginia on any temporary basis.

6. Jeffrey John Aleman is an individual residing in the state of Illinois (“Aleman”). Aleman is licensed to practice law in the state of Illinois with a state bar-registered address of 233 S. Wacker Dr., Suite 5150, Chicago, Illinois 60606-6371. Aleman is not licensed to practice law in West Virginia. Aleman is not admitted to practice law in West Virginia on any temporary basis.

7. Jeffrey S. Hyslip is an individual residing in the state of Illinois (“Hyslip”). Hyslip is licensed to practice law in the state of Ohio with a current state bar-registered address of

917 W. 18th St., Suite 200, Chicago, Illinois 60609. At all times relevant to this Complaint, Hyslip's Ohio state bar-registered address was 233 S. Wacker Dr., Suite 5150, Chicago, Illinois 60606-6371. Hyslip is not licensed to practice law in West Virginia. Hyslip is not admitted to practice law in West Virginia on any temporary basis.

8. E. Lavoyd Morgan, Jr. is an individual residing in the state of West Virginia ("Morgan"). Morgan is licensed to practice law in the state of West Virginia, and is not currently a named defendant.

9. During all times relevant to this Complaint, LHDR was principally owned by Macey, Aleman, Hyslip and Searns. Upon information and belief, Hyslip is no longer an owner of LHDR and ended his affiliation with LHDR in 2012.

10. Morgan was affiliated with LHDR, but had no management rights of LHDR.

11. Upon information and belief, Morgan terminated his affiliation with LHDR in May 2012.

12. Upon information and belief, during all times relevant to this Complaint, Macey, Aleman, Hyslip and Searns controlled the actions and activities of LHDR.

13. Upon information and belief, Hyslip has not controlled the activities of LHDR since some time after February 8, 2012.

14. Macey and Aleman have continuing and ongoing contacts with the State of West Virginia.

15. Macey and Aleman are the managing partners of Jacoby & Meyers.

16. Upon information and belief, Jacoby & Meyers claims to be a law firm with a West Virginia presence. <http://ww2.jacobymeyersbankruptcy.com/pages/statelocations.aspx?state=WV>.

17. Upon information and belief, Macey and Aleman have ongoing, continuous business contacts with a law firm in Wheeling, West Virginia.

18. Hyslip has had numerous contacts with West Virginia, having signed many contracts for the provision of debt settlement services to West Virginia consumers, purportedly on behalf of Legal Helpers.

19. Upon information and belief, Searns has had numerous contacts with West Virginia, purportedly on behalf of Legal Helpers.

JURISDICTION AND VENUE

20. This Court has jurisdiction to hear this matter pursuant to Article VIII, Section 6 of the West Virginia Constitution, W. Va. Code § 51-2-2, and W. Va. Code § 53-5-3.

21. Venue is proper in this Court pursuant to W. Va. Code § 46A-7-114 and W. Va. Code § 56-1-1(a)(6).

I. FACTS COMMON TO ALL COUNTS

A. Procedural Facts

22. Between 2011 and 2013, the State received several complaints from West Virginia consumers complaining they had purchased debt relief services from LHDR, but had not received the promised services – settlements of debts.

23. LHDR claims to provide debt settlement services for consumers.

24. The Attorney General's office commenced an investigation to determine if LHDR was violating the Act. W. Va. Code § 46A-1-101 *et seq.*

25. After a preliminary investigation, the Attorney General's office learned that Macey, Aleman, Hyslip, Searns and Morgan were all involved with the business operations of LHDR.

26. Investigative subpoenas were issued by the Attorney General on November 29, 2011, pursuant to the Act, W. Va. Code § 46A-7-104, and received by LHDR and Morgan on November 30, 2011

27. LHDR and Morgan responded to the subpoenas but produced few of the requested documents.

28. During the same time period, LHDR was sued by the Illinois Attorney General for violating Illinois consumer protection laws and debt settlement laws relating to the operation of its debt settlement business.

29. LHDR settled the Illinois Attorney General's complaint, agreeing to, among other things, stop providing debt settlement services in Illinois, and to paid the state significant restitution and additional money to Illinois Attorney General's office for consumer education and enforcement projects.

30. The Illinois Attorney Registration and Disciplinary Commission, an arm of the Illinois Supreme Court, has filed disciplinary charges against Macey and Aleman in connection with their operation of Legal Helpers. (Case nos. 2012PR00057 and 2012PR00058) A copy of the complaint is attached hereto as Exhibit A.

31. LHDR also has been sued by the Indiana, Rhode Island and Oregon Attorneys General with regard to its debt settlement business practices. LHDR entered into an Assurance of Discontinuance with the Maine Attorney General based on similar allegations as set forth herein.

II.

BACKGROUND FACTS

A. Debt Relief Services

32. Debt settlement services are offered by companies to help people resolve or settle their unsecured debts, primarily credit card debts. The companies set up monthly payment plans for

consumers to help them accumulate money that is then supposed to be used to pay creditors. Debt settlement companies purport to negotiate the debts to reduce the amount that is paid to settle the accounts. The debt settlement companies promote themselves as an alternative to bankruptcy and credit counseling. Consumers make payments to the debt settlers, or their agents to fund the debt settlement plans.

33. Debt settlement is a form of debt relief that subjects consumers to the risk of being sued by creditors. Consumers are usually instructed to stop paying their creditors. When creditors are not paid, they frequently sue the consumers. Debt settlement companies rarely, if ever, provide legal representation to the consumers who have been sued without charging additional fees.

34. Because of widespread abuse of consumers by operatives in the debt relief industry, the Federal Trade Commission amended its Telemarketing Sales Rule to regulate debt settlement activities and to bar advance fees being paid to debt relief companies. 16 C.F.R. § 310.

35. Because most states exempt lawyers from state laws that regulate debt relief services, credit repair organizations, debt counseling, debt pooling and similar activities, the “lawyer model” of debt settlement has become widespread. In this model, lawyers appear to be the primary service provider of debt relief services.

36. In reality, third party “back office” service providers provide all of the meaningful debt settlement services while lawyers merely “rent” their bar licenses and company “letterhead” to the back office service providers.

37. “Back office” service providers provide customer service, creditor contact, debt negotiation services, paper processing, account management and other services.

38. The use of a lawyer's bar license to shield the debt settlement activities of others has led to the disbarment and discipline of lawyers throughout the country.

39. Debt relief services have a low rate of success for their customers. Most debt relief services companies have fewer than 10 percent of their customers successfully complete a plan of debt settlement.

40. Most customers of debt relief services companies end up deeper in debt with credit ratings ruined. Many of these consumers get sued by their creditors.

B. LHDR's Operations

41. LHDR sells debt relief services, directly or indirectly, to individuals across the country, including consumers in West Virginia. LHDR promises to provide debt relief services in exchange for advance fees, ongoing monthly maintenance fees and contingency fees.

42. LHDR also purchases leads or potential customers from third party "lead generators," such as U.S. National Debt Relief Plan and National Credit Relief Agency.

43. LHDR started contracting with West Virginia consumers before it registered to do business in the state of West Virginia.

44. LHDR registered to conduct business in West Virginia in 2010 as a regular limited liability company, not as a professional limited liability company as required by West Virginia statute. W. Va. Code § 30-2-5(a).

45. Upon information and belief, LHDR had 30,000 customers nationwide for its debt settlement services. LHDR has had more than 250 customers in West Virginia.

46. LHDR's West Virginia consumers typically have credit card debts stemming from personal, family or household obligations.

47. LHDR claims to devise financial plans for consumers to pay their creditors less than what is owed.

48. LHDR delegates the debt settlement financial planning of its customers' affairs to third party, back office vendors.

49. Back office service providers used by LHDR include the Consumer Affairs Processing Center, Debt Mediation Network, CDS Client Services, Legal Services Support Group LLC, First Source Financial Management, Inc. and Pathway Financial Management.

50. LHDR does not review the debt settlement plans and none of the Defendant attorneys or Morgan reviews the plans or consults with the consumers about the plans.

51. LHDR and its third-party agents tell consumers to stop paying their debts and to start paying LHDR's fees and to start saving money to offer lump sum settlements to their creditors for amounts less than what is owed.

52. LHDR and the Defendant lawyers do not provide any meaningful supervision of the third-party companies it contracts with to provide all the services promised to consumers by LHDR.

1. LHDR Advertising

53. LHDR acquires customers in a variety of ways. One way is through telemarketing.

54. LHDR's telemarketing efforts include the widespread use of third-party lead generators that use Internet, direct mail, television and radio advertising asking consumers to call a toll free number if they are interested in becoming debt free. Consumers respond to the advertising and call LHDR or its third party lead generators.

55. LHDR also advertises extensively on the Internet using a variety of websites to advertise its services. Again, the websites invite consumers to call toll-free telephone numbers to become debt free. Consumers respond to the advertising and call LHDR.

56. LHDR maintains toll-free numbers, (800) 548-6330, (866)491-8568, (866) 657-9912, (888) 332-8004, (866) 436-7755, (877) 553-3328, (877) 392-3708, (877) 332-8070 to encourage potential customers to call about its debt settlement program.

57. LHDR maintains at least one website on the Internet where it advertises and markets its debt relief services, <http://www.legalhelpersdr.com>.

58. On its website, LHDR claims that it negotiates with a consumer's creditors when it does not. LHDR hires third party, non-lawyer firms to do the negotiation, if any is done.

59. LHDR's "Frequently Asked Questions" website page provides the following:

FAQ

1. What exactly is "debt resolution"?

Debt resolution is a form of a "financial workout" for consumers where our law firm negotiates directly with creditors. We customize an affordable plan for our clients to repay their creditors. Our debt resolution program frequently is able to decrease the total amount of debt owed by our clients.

...

3. Will debt settlement stop creditors from harassing me?

Although we cannot guarantee that all creditors will cease calling you about your debt, we immediately send notice to all your creditors that you are represented by a law firm and that they should only contact us regarding your debt. If any creditors contact you after we have given them notice, simply tell them you are represented by our law firm and to contact us directly. If any collection agency continues to harass you, contact us and we will protect your rights under federal law.

4. When does LHDR begin negotiating down my debt?

Once you have fully retained our services, [**THE CONSUMER HAS PAID LEGAL HELPER'S FEES**] we will send letters to your creditors notifying them that we are now representing you and we will then begin negotiations.

5. Will this program have a negative effect on my credit?

All debt management programs will have a negative effect on your

credit. Any time you do not pay your exact obligation to your creditors your credit is negatively affected. However, once your individual accounts are settled, your creditors are required to report this information to all major credit reporting bureaus to update your individual credit report. This allows you the opportunity to start to rebuild your credit at that time.

6. How long will it take me to become debt free?

It typically takes about 30 to 40 months. However, it could be much sooner depending on your particular situation.

7. What if my creditors will not settle?

Creditors know that if they are unwilling to negotiate the terms of your debt, they will most likely get nothing. They realize that at a certain point, they have to make reasonable concessions. Most Creditors are willing to settle very quickly. In the rare event that a creditor will not settle with our initial offer, they will usually return with a reasonable counter offer. Creditors know that if you choose to file bankruptcy, they will receive absolutely nothing, and that is what creditors are trying to avoid.

8. Are there any guarantees?

Because we are a law firm, we cannot make any promises or guarantee results. However, we do have minimum performance standards that if we cannot settle your debts for 65% or less of what you owe, you will not pay our fees for settling that particular account and we will still resolve the debt to the best of our ability on your behalf.

<http://www.legalhelpersdr.com/faq.aspx>

60. LHDR makes statements that lead consumers to believe LHDR will be with them every step of the way through the debt settlement process.

OUR PLEDGE

First

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 laws in regard to their debt collection practices, we are prepared to fully

represent you to protect your rights under the relevant collection laws.

Second

We will analyze which debt resolution alternative makes the most sense for you and fully explain these options to you. In many situations, we will propose the option of debt negotiation or a financial workout plan that you can afford. We will review your individual circumstances and should we feel that you have made the wrong decision, our attorneys will get in touch with you to discuss other options.

Finally

If your circumstances change or a particular debt resolution plan does not meet your needs, we are prepared to discuss additional alternatives, including the discharge of your debt via Bankruptcy. You will never be without a viable alternative.

<http://www.legalhelpersdr.com./our-pledge.aspx>

61. LHDR also maintains other websites such as www.legalhelpersusa.com, teamlegalhelpersdr.com, www.legalhelpersdal.com, www.legalhelpersgroup.com, www.lhdrfirm.com, www.legalhelpersccs.com, legalhelpersdrfs.com, lhdrsolutions.com.

62. Consumers are misled to believe LHDR will actually “take control of [their] debt resolution issues.” None of the defendant lawyers ever talks to a West Virginia consumer. None of Defendants even handles the debt resolution process. All debt resolution activities are handled by third-party, non-lawyer companies hired by LHDR.

2. Consumer Contact

63. None of Searns, Macey, Aleman, Hyslip or Morgan have any meaningful contact with consumers who entered into contracts with LHDR.

64. Upon information and belief, Searns, has never had contact with any of the West Virginia customers of LHDR.

65. Upon information and belief, Macey, has never had contact with any of the West Virginia customers of LHDR.

66. Upon information and belief, Aleman, has never had contact with any of the West Virginia customers of LHDR.

67. Upon information and belief, Hyslip, has never had contact with any of the West Virginia customers of LHDR.

68. Upon information and belief, Morgan, has never had contact with any of the West Virginia customers of LHDR.

69. Morgan was the only lawyer licensed and residing in West Virginia affiliated with LHDR to provide debt settlement services to LHDR customers in West Virginia.

70. Upon information and belief, Morgan has done no meaningful legal work for consumers in West Virginia related to the debt relief business of LHDR.

71. Consumers have no choice in Morgan being designated as West Virginia counsel by LHDR.

3. Enrollment of Consumers

72. When consumers enroll in LHDR's program, LHDR's vendors tell their consumer customers to stop paying their creditors. Consumers never speak to any of the Defendant lawyers during the enrollment process.

73. When consumers call LHDR, LHDR and its agents do not always give required disclosures clearly and conspicuously to all its customers or potential customers. Specifically,

- a. LHDR fails to disclose that customers are frequently sued by creditors.
- b. LHDR fails to disclose that very few of their customers complete the debt settlement program.
- c. LHDR fails to disclose that no LHDR lawyer is ever likely to speak with the customer.

- d. LHDR fails to disclose that no creditors will be contacted by LHDR until all upfront fees have been paid.
- e. LHDR fails to disclose that customers' credit histories will show the unpaid credit card debts for seven years after the customers quit paying their bills.
- f. LHDR fails to disclose that non-lawyer third-party vendors will perform all debt settlement services, to the extent that any are performed.

74. LHDR requires its customers to sign a contract detailing the fees to be paid and services to be rendered. A copy of one such contract is attached hereto as Exhibit B.

75. The contract in Exhibit B purports to be a debt negotiation contract between LHDR and the consumer. Hyslip signed the contract, purportedly on behalf of LHDR, with the West Virginia consumer. Hyslip had no part in the negotiation of the contract.

76. LHDR enrolled more than 250 West Virginia consumers in its debt settlement program.

77. Upon information and belief, Hyslip took no part in the negotiation of any contract that he signed with regard to West Virginia consumers.

78. When consumers engage LHDR to provide debt relief services, consumers are required to sign the following documents and pay an advance fee:

- a. Attorney Retainer Agreement
- b. Power of Attorney
- c. Special Purpose Account Agreement
- d. Electronic Payment Authorization

Copies of the foregoing documents are attached hereto and incorporated herein collectively as Exhibit C. Consumers also receive a welcome packet. A copy of the welcome packet is attached hereto as Exhibit D.

79. Consumers are instructed to open an account with third party vendors such as Global Client Solutions, LLC and Meracord, LLC (f/k/a NoteWorld, LLC) and send monthly payments to the third party vendors which then pay LHDR and still other third party vendors. The third-party vendors charge fees for managing the dedicated accounts. *See Exhibit C.*

80. Other third-party vendors that LHDR contracts with also charge fees of 15% of the total amount of enrolled debt per month. *See Exhibits B and C.* Upon information and belief, the total fees paid to third party vendors by West Virginia consumers because of LHDR's conduct totals at least \$200,000.

81. Under the terms of the agreements, third-party vendors such as Global Client Solutions pay LHDR from the dedicated accounts, pay other third-party vendors the 15% monthly service fee and pay themselves.

82. LHDR has collected advance fees for debt relief services totaling more than \$198,000.00 from West Virginia consumers.

83. Most consumers are required to allow LHDR to make regular, automated electronic withdrawals from their dedicated third-party accounts.

84. Consumers also are required to pay a settlement fee to LHDR if one of its third-party vendors is successful in negotiating a settlement of the consumer's credit card debt for a discount of at least 35% at the time of the settlement. *See Exhibits B and C.*

85. If the settlement negotiated by one of LHDR's third-party vendors is successful, LHDR is paid 5% of the "savings" of the credit card debt - the difference between what was owed and what was paid at the time of the settlement. *See Exhibits B and C.*

4. LHDR Delegates All Duties

86. The Defendant lawyers delegate all of their duties and activities in connection with LHDR to non-lawyer, third-party vendors. The Defendant lawyers and LHDR do not communicate with consumers, do not communicate with creditors, do not negotiate with creditors, do not even bill consumers. LHDR and Defendant lawyers do not review customer documents, do not devise individualized debt settlement plans and do not provide any advice with regard to debt settlement and alternatives such as bankruptcy. All of these activities are performed by LHDR's third-party, non-lawyer vendors, if at all.

87. LHDR does not provide any meaningful supervision of the third-party companies it contracts with to provide all the services promised to consumers by LHDR.

88. LHDR misleads consumers to believe that its lawyers will negotiate with their creditors to reduce the amount of money they owe on their debts.

89. Of the consumer accounts that LHDR has in West Virginia, several of them paid a substantial amount of money to LHDR and did not have any significant debts settled by the Defendants or their third-party vendors.

90. LHDR sometimes refuses to refund money to West Virginia consumers even though it has not procured any debt settlements for consumers nor has it improved any consumer's credit history, score or rating.

91. Defendants provide no legal services of any discernable value to their West Virginia customers though they have collected fees from them.

C. Macey, Aleman, Hyslip and Searns are Controlling Persons of LHDR

92. Macey, Aleman, and Searns are the principal owners of LHDR.

93. Macey, Aleman, and Searns control the activities of LHDR.

94. Searns claims to be the managing partner of LHDR.

95. Macey, Aleman, and Searns are responsible for the operations of LHDR.

96. Macey, Aleman, and Searns direct the activities of LHDR.

97. Macey, Aleman, and Searns developed or paid for the development of all proprietary processes of LHDR's debt relief program.

98. Macey, Aleman, and Searns dominate LHDR's actions and operations.

99. Macey, Aleman, and Searns are actively involved in the business matters of LHDR.

100. Macey, Aleman, and Searns actively promote LHDR through their websites.

101. Macey, Aleman, and Searns set and direct company policies of LHDR.

102. Macey, Aleman, and Searns have the authority to control the actions and operations of LHDR and do so.

103. Macey, Aleman, and Searns have the authority to hire personnel for LHDR.

104. Macey, Aleman, and Searns enter into agreements with local lawyers such as Morgan on behalf of LHDR.

105. Macey, Aleman, and Searns control the financial affairs of LHDR.

106. At all times relevant to this Complaint, allegations in 92 - 105 were applicable to Hyslip as well.

D. Hyslip Is Practicing Law in West Virginia Without a License or Alternatively, Misleading Consumers to Believe He is Providing Legal Services

107. LHDR leads consumers to believe that as a licensed attorney in Ohio, Hyslip and thus LHDR will provide legal services to consumers in West Virginia.

108. Hyslip has entered into numerous contracts to provide legal representation and debt negotiation services to West Virginia consumers.

109. Hyslip has not been admitted to practice law in West Virginia by the West Virginia Supreme Court of Appeals.

110. Hyslip has not been admitted nor sought to become admitted to practice law in West Virginia on any temporary basis as provided by the West Virginia Rules for Admission To The Practice of Law.

111. LHDR, Defendant attorneys and Morgan have all assisted Hyslip to practice law without a license in West Virginia or to represent that he is providing legal services to consumers when he is not.

112. Morgan was listed on LHDR websites as West Virginia counsel for LHDR, but has not contacted one West Virginia consumer with regard to LHDR's debt relief program.

113. Morgan has knowingly permitted Hyslip and LHDR to use his name on LHDR's websites even though Morgan did not provide any meaningful legal services to any West Virginia customer of Hyslip or LHDR as part of LHDR's debt settlement program.

114. If Hyslip is not practicing law in West Virginia, he is knowingly misleading consumers and creditors into believing he is.

FIRST CAUSE OF ACTION
(Advertised Services Not Delivered, W.Va. Code § 46A-6-104)

115. The State restates and realleges the allegations contained in paragraphs 1 through 114 as if each were set forth herein in its entirety.

116. LHDR advertises that lawyers, not licensed to practice law in West Virginia, can and will provide debt relief services for consumers in West Virginia.

117. LHDR advertises that LHDR will negotiate and settle debts on behalf of consumers. LHDR does not advertise that third-party vendors will do any negotiating that happens.

118. LHDR has used advertisements and documents that misrepresent LHDR lawyers will provide debt relief services to consumers when, in fact, they do not. The use of this is an unfair or deceptive act or practice as defined by W. Va. Code § 46A-6-102(7)(M) and violates W. Va. Code § 46A-6-104.

119. LHDR fails to clearly and conspicuously disclose that none of the Defendant lawyers provide any of the debt relief services in its debt relief program in violation of W. Va. Code § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(B), (L) and (M).

SECOND CAUSE OF ACTION
(Failure to Disclose Adverse Consequences of Debt Settlement Program,
W. Va. Code § 46A-6-104)

120. The State restates and realleges the allegations contained in paragraphs 1 through 119 as if each were set forth herein in its entirety.

121. LHDR causes the likelihood of confusion by failing to disclose none of the Defendant lawyers is licensed to practice law in West Virginia, in violation of W. Va. Code § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(B), (C), (L) and (M).

122. LHDR causes the likelihood of misunderstanding and confusion with its failure to clearly and conspicuously disclose that it will provide no debt relief services to consumers including negotiation and debt settlement until all of its fees have been paid, in violation of W. Va. Code § 46A-6-104, as defined by W. Va. Code § 46A-6-102(7)(I) and (L).

123. LHDR fails to clearly and conspicuously disclose to West Virginia consumers that when they stop paying their creditors, their account balances will increase due to interest and fees being charged to the accounts, in violation of W. Va. Code § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(M).

124. LHDR fails to clearly and conspicuously disclose that some debts may not be settled because creditors refuse to deal with LHDR, in violation of W. Va. Code § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(M).

125. LHDR fails to clearly and conspicuously disclose to West Virginia consumers that their credit history, ratings and scores will be negatively impacted for up to seven years when they stop paying their creditors, in violation of W. Va. Code § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(M).

126. LHDR fails to clearly and conspicuously disclose that few West Virginia consumers ever successfully complete its debt relief program, in violation of W. Va. Code § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(M).

THIRD CAUSE OF ACTION
(Fees Collected for Services Not Rendered, W. Va. Code § 46A-6-104)

127. The State restates and realleges the allegations contained in paragraphs 1 through 126 as if each were set forth herein in its entirety.

128. LHDR is paid significant advance fees to provide debt relief for consumers.

129. LHDR, directly or indirectly, has collected more than \$198,000.00 from more than 250 West Virginia consumers to provide debt relief services.

130. Defendants have not restored or repaired the credit history, rating or scores for any of their West Virginia consumer customers.

131. Consumers frequently withdraw from the LHDR program and seek a refund of all fees paid.

132. LHDR sometimes refuses to refund money to consumers who have withdrawn from the program even though it has failed to settle any significant debts and has provided no legal services of substantial value to the consumers in violation of W. Va. Code § 46A-6-104.

133. LHDR, directly or indirectly, has collected fees from West Virginia consumers for debt relief services not provided in violation of W. Va. Code § 46A-6-104, as defined by W. Va. Code § 46A-6-102(7)(I) and (L).

FOURTH CAUSE OF ACTION
(Fees Charged Exceed Legal Limits for Debt Pooling , W. Va. Code § 61-10-23)

134. The State restates and realleges the allegations contained in paragraphs 1 through 133 as if each were set forth herein in its entirety.

135. West Virginia Code provides that "Debt pooling' shall mean the rendering in any manner of advice or services of any and every kind in the establishment or operation of a plan pursuant to which a debtor would deposit or does deposit funds for the purpose of distributing such funds among his creditors." W. Va. Code § 61-10-23.

136. LHDR requires its West Virginia consumers to allow LHDR's vendors such as Global Client Solutions and others, to withdraw money each month from their bank accounts for deposit to third-party vendor accounts for the purposes of pooling their money for later payments to creditors. A copy of the authorization for automatic withdrawal is attached hereto as part of Exhibit C.

137. LHDR's vendors designed debt settlement plans for consumers for the purpose of collecting enough money to pay all of LHDR's fees and to offer settlements to the consumers' creditors for amounts less than what was owed at the time of settlement.

138. LHDR's vendors provided advice and services to consumers in connection with LHDR's debt settlement business in West Virginia.

139. LHDR, charges and collects fees from consumers in an amount that is more than two percent (2%) of the amount of money actually collected for the debt settlement or pooling in violation of W. Va. Code § 61-10-23.

140. Charging more than two percent of the amount of money collected for debt settlement or pooling is a crime against public policy. W. Va. Code § 61-10-23.

141. Defendants' violation of West Virginia's debt pooling statute is an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104.

FIFTH CAUSE OF ACTION
(Failure to Disclose Lawyers Do No Negotiating, W. Va. Code § 46A-4-106)

142. The State restates and realleges the allegations contained in paragraphs 1 through 141 as if each were set forth herein in its entirety.

143. On one of its websites, LHDR makes the following representation:

Debt resolution is a form of a "financial workout" for consumers

where our law firm negotiates directly with creditors. We customize an affordable plan for our clients to repay their creditors. Our debt resolution program frequently is able to decrease the total amount of debt owed by our clients.

<http://www.legalhelpersdr.com/faq.aspx>.

144. Defendants do not negotiate directly with creditors, rather their third-party vendors do, if at all.

145. Defendants do not “customize an affordable plan for [their] clients to repay their creditors,” rather their third-party vendors do.

146. LHDR does not provide any meaningful supervision of the third-party companies it contracts with to provide all the services promised to consumers by LHDR.

147. LHDR causes the likelihood of misunderstanding and confusion with its representations that its lawyers will provide legal representation for consumers for debt settlement when the lawyers do not, in violation of W. Va. Code § 46A-6-104, as defined by W. Va. Code § 46A-6-102(7)(I) and (L).

148. Defendants have received fees from consumers based on misrepresentations they would provide services, but, have failed to provide any services to those consumers in violation of W. Va. Code § 46A-6-104, as defined by W. Va. Code § 46A-6-102(7)(M) and (L).

SIXTH CAUSE OF ACTION
(Hyslip’s Unauthorized Practice of Law is Deceptive,
W. Va. Code § 46A-6-104)

149. The State restates and realleges the allegations contained in paragraphs 1 through 148 as if each were set forth herein in its entirety.

150. Hyslip purports to furnish advice or service to West Virginia consumers under circumstances which imply he possesses and uses legal skill and knowledge.

151. Hyslip enters into debt settlement contracts with West Virginia consumers on behalf of LHDR that mislead consumers to believe he will design a plan for settling consumers' debts, that he will contact consumers' creditors, he will negotiate with consumers' creditors to reduce and settle debts, he will advise consumers of their legal rights and alternatives to debt settlements.

152. Hyslip provides none of the foregoing services. All services, if rendered, are performed by LHDR's third-party vendors.

153. LHDR, Macey, Aleman and Searns have conspired with LHDR and Hyslip to mislead consumers into believing that Hyslip and LHDR represent them as lawyers, and that Hyslip is authorized to practice law in West Virginia.

154. LHDR, Macey, Aleman and Searns have conspired with each other to mislead West Virginia consumers into believing that Hyslip and LHDR can provide legal representation to them when they cannot, in violation of W. Va. Code § 46A-6-104, as defined by W. Va. Code § 46A-6-102(7)(E),(I), (L) and (M).

155. Alternatively, to the extent Hyslip or LHDR are providing meaningful legal services to West Virginia consumers, they are engaged in unfair or deceptive acts and practices by misleading consumers into paying for unauthorized legal services rendered in violation of W. Va. Code § 30-2-4 and § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(E), (I), (L) .

156. Practicing law in West Virginia without a license is a criminal offense under West Virginia Code §§ 30-2-4, and an unfair or deceptive act or practice in violation of West Virginia Code § 46A-6-104.

157. To the extent that Hyslip and LHDR did not provide any legal services to West Virginia consumers, they mislead consumers into believing they would provide legal services in violation of W.Va. Code § 46A-6-104 as defined by W.Va. Code § 46A-6-102(7)(M).

SEVENTH CAUSE OF ACTION
(Credit Services Organization Act Violated, W.Va. Code § 46A-6C-1)

158. The State restates and realleges the allegations contained in paragraphs 1 through 157 as if each were set forth herein in its entirety.

159. Individuals or entities offering credit services to consumers in West Virginia must register with the West Virginia Secretary of State. W. Va. Code § 46A-6C-5.

160. Credit services organizations in West Virginia include

(a) A credit services organization is a person who, with respect to the extension of credit by others and in return for the payment of money or other valuable consideration, provides, or represents that the person can or will provide, any of the following services:

- (1) Improving a buyer's credit record, history or rating;
- (2) Obtaining an extension of credit for a buyer; or
- (3) Providing advice or assistance to a buyer with regard to subdivision (1) or (2) of this subsection.

W. Va. Code § 46A-6C-2.

161. In West Virginia, an "extension of credit" means the right to defer payment of debt or to incur debt and defer its payment offered or granted primarily for personal, family, household or agriculture purposes.

W. Va. Code § 46A-6C-1(3).

162. LHDR promises to provide credit services in connection with its debt relief business.

163. LHDR's third-party vendors sometimes negotiate settlements of debts on behalf of West Virginia consumers.

164. Upon information and belief, LHDR's third-party vendors have reached some settlements with creditors of West Virginia consumers that permit the consumers to make settlement payments in installments over the course of several months.

165. LHDR misleads consumers to believe that if they follow LHDR's debt relief program, their credit scores will improve as creditors report resolved debt.

166. LHDR's frequently asked questions on its website lead consumers to believe that their credit scores should improve over time if they complete the LHDR program. LHDR's answer to a frequently asked question is

All debt management programs will have a negative effect on your credit. Any time you do not pay your exact obligation to your creditors your credit is negatively affected. However, once your individual accounts are settled, your creditors are required to report this information to all major credit reporting bureaus to update your individual credit report. This allows you the opportunity to start to rebuild your credit at that time.

<http://www.legalhelpersdr.com/faq.aspx>.

167. LHDR's agents also made representations that LHDR's debt relief program would not affect a consumer's credit score as much as bankruptcy. See LHDR email to consumer attached hereto as Exhibit E.

168. LHDR is not registered with the West Virginia Secretary of State to provide credit services. W. Va. Code § 46A-6C-5.

169. LHDR charges and collects fees for providing credit services without being registered with the West Virginia Secretary of State and without posting the bond required by statute.

170. A credit service organization must post a bond with the West Virginia Secretary of State if it wishes to collect fees for its services prior to the completion of all services. W. Va. Code §§ 46A-6C-3 and -4.

171. LHDR's failure to register with the Secretary of State and failure to post a bond before collecting fees is an unfair or deceptive act or practice in violation of W. Va. Code §§ 46A-6C-3 and -7, and W. Va. Code § 46A-6-104.

172. LHDR's failure to disclose the negative impact and the length of the impact of participating in LHDR's program is an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104 as defined by W. Va. Code § 46A-6-102(7)(L).

173. The failure of LHDR to comply with the Credit Services Organization Act, W. Va. Code § 46A-6C-1 *et seq.* is a criminal violation and subjects it to criminal fines and incarceration. W. Va. Code § 46A-6C-10.

174. To the extent any of Aleman, Macey, Searns or Hyslip are providing any of the foregoing debt negotiating or credit services, they are not exempt from operation of the Credit Services Organization Act since they are not licensed to practice law in West Virginia, and thus, they also are in violation of the W. Va. Code § 46A-6C-1 *et seq.*, and are subject to criminal fines and incarceration.

175. Defendants fail to provide statutorily required notices regarding the credit services to be rendered including information about the bond, a consumer's right to proceed against the bond, and that accurate information on a consumer's credit report cannot be permanently removed, among other disclosures in violation of W. Va. Code § 46A-6C-6(a).

176. Defendants fail to give notice to West Virginia consumers that they have three days to cancel their contracts with LHDR in violation of W. Va. Code § 46A-6C-7(a).

177. Defendants fail to give notice to West Virginia consumers that all credit services will be performed in an estimated length of time not to exceed 180 days in violation of W. Va. Code § 46A-6C-7(a).

178. Defendants fail to give other statutorily required notices to West Virginia consumers in violation of W. Va. Code § 46A-6C-1 *et seq.*

179. Failures to comply with the provisions of the Credit Services Organization act by Defendants are unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6C-1 *et seq.* and thus a violation of W. Va. Code § 46A-6-104.

180. Defendants have not restored or repaired the credit history, rating or scores for any of its West Virginia consumer customers.

EIGHTH CAUSE OF ACTION
(Telemarketing Act Violations, W. Va. Code § 46A-6F-101)

181. The State restates and realleges the allegations contained in paragraphs 1 through 180 as if each were set forth herein in its entirety.

182. LHDR engages in the sale of consumer services in West Virginia through “telemarketing solicitations” as defined by the Telemarketing Act, W. Va. Code § 46A-6F-112(a).

183. LHDR maintains a toll-free telephone number as displayed on its Internet web sites, inviting consumers to call (800) 548-6330, among other toll-free numbers to find out more about its debt relief services.

184. Upon information and belief, LHDR also uses television advertisements to encourage consumers to call its toll-free telephone numbers to obtain debt settlement services.

185. Upon information and belief, consumers respond to the Internet and television ads, call LHDR’s toll-free numbers and purchase debt settlement services.

186. When consumers call LHDR’s toll-free telephone numbers, LHDR employees or agents attempt to sell LHDR’s debt relief services to the consumers.

187. LHDR is engaged in telemarketing solicitations without first registering as a telemarketer with the state tax department as required by W. Va. Code § 46A-6F-301(a).

188. LHDR engaged in telemarketing solicitations without first posting a surety bond in the amount of \$100,000.00 with the state tax department for each principal office and each branch office thereof, in violation of W. Va. Code § 46A-6F-302(a).

189. LHDR engages in telemarketing activities and accepts payment from consumers for goods or services offered for sale, prior to the completion of all credit services in violation of W. Va. Code § 46A-6F-501(2) and (8).

190. LHDR creates a likelihood of confusion or misunderstanding for consumers by its unfair or deceptive conduct in violating the Telemarketing Act, by, among other things, causing consumers to think they had to pay advance fees before credit services were completed by LHDR or its telemarketing agents. W. Va. Code § 46A-6F-501(5).

191. A violation of the Telemarketing Act also is a violation of W. Va. Code § 46A-6-104. W. Va. Code § 46A-6F-501(8).

192. LHDR also misleads consumers into believing that they are calling an attorney's office in response to an ad when they are in fact calling LHDR's third-party vendors in violation of W. Va. Code § 46A-6-104, as defined by W. Va. Code § 46A-6-102(7) (B), (C), (E) and (I).

NINTH CAUSE OF ACTION
(Excess Fees Violations, W. Va. Code §§ 46A-7-111, 61-10-23)

193. The State restates and realleges the allegations contained in paragraphs 1 through 192 as if each were set forth herein in its entirety.

194. Defendants have made and collected excess charges from consumers in violation of W. Va. Code § 46A-7-111 and W. Va. Code § 61-10-23.

195. Defendants have collected from each West Virginia consumer more than two percent (2%) of the amount of money deposited by the consumers with LHDR's third-party vendors for distribution to their creditors, in violation of W. Va. Code § 61-10-23 and W. Va. Code § 46A-6-104.

196. Defendants have refused to refund excess charges to affected consumers after being requested to do so.

197. Defendants engage in unfair or deceptive acts or practices by charging and collecting more fees than allowed by law in violation of W. Va. Code § 46A-7-111, W. Va. Code § 61-10-23 and W. Va. Code § 46A-6-104.

TENTH CAUSE OF ACTION
(Macey, Aleman and Searns are one and the same as LHDR)

198. The State restates and realleges the allegations contained in paragraphs 1 through 197 as if each were set forth herein in its entirety.

199. Macey, Aleman and Searns are the alter ego of LHDR.

200. Upon information and belief, Hyslip is no longer affiliated with LHDR, ending his affiliation during 2012.

201. While affiliated with LHDR, Hyslip also was the alter ego of LHDR.

202. Macey, Aleman, Hyslip and Searns are liable for all violations of West Virginia law committed by LHDR and its vendors and agents.

203. Defendants were involved in a civil conspiracy and are liable for each other's acts in the conduct of the conspiracy.

PRAYER FOR RELIEF

WHEREFORE, The State of West Virginia requests that this Court:

A. Conduct a hearing on this matter as soon as possible pursuant to W. Va. Code § 46A-7-110.

B. Grant an immediate preliminary injunction:

1. Prohibiting LHDR, Macey, Aleman, Searns and Hyslip, from engaging in any business in West Virginia related to any West Virginia individual;

2. Prohibiting LHDR, Macey, Aleman, Searns and Hyslip from engaging in any debt relief business in West Virginia or affecting any West Virginia individual;

3. Prohibiting LHDR, Macey, Aleman, Searns and Hyslip from providing credit services in West Virginia as defined by W. Va. Code § 46A-6C-101 *et seq.*

4. Prohibiting LHDR, Macey, Aleman, Searns and Hyslip from collecting or attempting to collect any fees or charges arising from or related to their business practices in West Virginia or affecting West Virginia individuals;

5. Prohibiting LHDR, Macey, Aleman, Searns or Hyslip from practicing law in West Virginia;

6. Compelling Defendants to produce to the Attorney General the names, addresses, telephone numbers and account numbers of all current and former West Virginia customers no later than ten days after entry of an order granting a preliminary injunction against one or more Defendants;

C. Upon final hearing:

1. Enter an Order PERMANENTLY ENJOINING and RESTRAINING LHDR, Macey, Aleman, Searns, and Hyslip their officers, directors, managers, agents, employees, servants, independent contractors, heirs, successors, assigns, and transferees from engaging in unfair or deceptive acts or practices in violation of W. Va. Code §§ 46A-6-101 and -104 in general and, specifically, from engaging in unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-102(7)(B), (C), (E), (I), (L) and (M) and § 46A-6-109;
2. Enter an Order PERMANENTLY ENJOINING and RESTRAINING LHDR, Macey, Aleman, Searns, and Hyslip from engaging in unlawful debt relief practices in violation of W. Va. Code § 46A-6-104;
3. Enter an Order finding Macey, Aleman, Hyslip and Searns are the alter egos of LHDR and liable for all violations of West Virginia law committed by LHDR or its agents;
4. Enter an Order PERMANENTLY ENJOINING AND RESTRAINING LHDR, Macey, Aleman, Searns and Hyslip from engaging in the unauthorized practice of law in violation of W. Va. Code § 46A-6-104 and W. Va. Code §§ 30-2-4 and -5;
5. Enter an Order PERMANENTLY ENJOINING and RESTRAINING LHDR, Macey, Aleman, Searns, and Hyslip from engaging in unlawful credit services organizations practices in violation of W. Va. Code § 46A-6-104 and § 46A-6C-1 *et seq.*;

6. Enter an Order PERMANENTLY ENJOINING and RESTRAINING LHDR, Macey, Aleman, Searns and Hyslip from engaging in unlawful telemarketing practices in violation of W. Va. Code § 46A-6-104 and § 46A-6F-101 *et seq.*;
7. Enter judgment against LHDR, Macey, Aleman, Searns, and Hyslip jointly and severally and Order them to pay restitution to West Virginia consumers for all fees paid to Defendants and their agents, vendors or contractors;
8. Enter judgment against LHDR, Macey, Aleman, Searns and Hyslip, jointly and severally and Order them to disgorge all money paid to them or their agents, vendors and contractors, by West Virginia consumers;
9. Enter judgment against LHDR, Macey, Aleman, Searns, and Hyslip jointly and severally, and Order them to pay all damages suffered by West Virginia consumers due to the unlawful telemarketing activities of LHDR, Macey, Aleman, Searns and Hyslip;
10. Enter judgment against LHDR, Macey, Aleman, Searns, and Hyslip and Order them to refund all excess charges that they collected from West Virginia consumers pursuant to W. Va. Code § 46A-7-111 and W. Va. Code § 61-10-23;
11. Enter judgment against and Order Defendants, jointly and severally, to pay to the State of West Virginia all its attorneys fees, court costs, investigation costs, and all other costs associated with the investigation and maintenance and prosecution of this action;
12. Enter judgment against and Order LHDR, Macey, Aleman, Searns, and Hyslip to each pay a civil penalty in the amount of Five Thousand Dollars

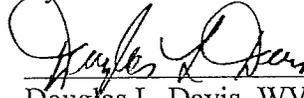
(\$5,000.00) for each and every willful and repeated violation of chapter 46A of the West Virginia Code that they committed, as provided in W. Va. Code § 46A-7-111(2).

D. Grant such other and further relief as the Court deems just and appropriate.

Respectfully submitted:

STATE OF WEST VIRGINIA, ex rel.
PATRICK MORRISEY,
ATTORNEY GENERAL

By Counsel



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BEFORE THE HEARING BOARD
OF THE
ILLINOIS ATTORNEY REGISTRATION
AND
DISCIPLINARY COMMISSION

FILED

JUN - 5 2012

ATTY REG & DISC COMM
CHICAGO

In the Matter of:

THOMAS GEORGE MACEY,

Attorney-Respondent,

No. 6216468, and

JEFFREY JOHN ALEMAN,

Attorney-Respondent,

No. 6238869.

Commission No. **2012PR00057**

Commission No. **2012PR00058**

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,

**EXHIBIT
A**

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
Tarieq 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);

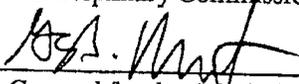
- c. failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation, in violation of Rule 1.4(b) of the Illinois Rules of Professional Conduct (2010);
- d. making an agreement for, charging, or collecting an unreasonable fee, 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
Illinois Attorney Registration and
Disciplinary Commission

By: _____


Counsel for the Administrator

Gary S. Rapaport
Illinois Attorney Registration and
Disciplinary Commission
One North Old Capitol Plaza, Suite 333
Springfield, IL 62701
Telephone: (217) 522-6838
::ODM\APCDOCS\MAINLIB\405264

- Enclosure C

7 pages



LEGALHELPERS

DEBT RESOLUTION, LLC

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Sears Tower
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
B**

PARTNERS

Melinda Dianna (AL)
Eric Auten (AK)
Candice Simmons (AZ)
Steve Westerfield (AR)
Richard Gustafson (CA)
Jason Searns (CO)
Matt Rousseau (CT)
Conrad Matthiew (DE)
Karen Gatto (FL)
Derk Souls (GA)

Greg Dunn (HI)
William Ronit (ID)
Thomas Macey (IL)
Jeffrey Aleman (IL)
Shobhana Kasturi (IN)
Sam Turco (IA)
Keith Wellman (KS)
Debbie Bowman (KY)
Gary Brown (LA)
Jeremy Miller (ME)

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

Brian McCaffrey (NH)
Thomas Nicely (NJ)
Ronald Barnes (NM)
Maria Coen (NY)
Grant Posten (NC)
Keith Trader (ND)
Jeffrey Hyslip (OH)
Ron Brown (OK)
Amber Wolf (OR)
Thomas Nicely (PA)

Robert Jacquard (RI)
John Cantrell (SC)
Tim Hogan (SD)
Everett Kachem (TN)
Martin Pack (TX)
Oliver Myers (UT)
Martin Conway (VA)
Timothy King (VT)
Mona Lisa Gacitan (WA)
William Murphy (WV)

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 & Seams (hereinafter referred to as LHDR) and _____ (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 11/05/2010 (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 11/05/2010 (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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

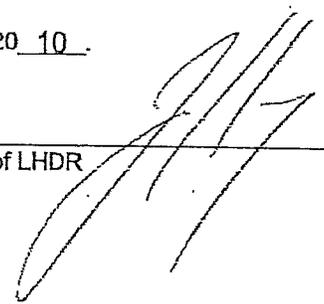
X. Enforceability: In the event that any portion of this Agreement is determined to be illegal or unenforceable, the termination will not affect the validity or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect. The parties agree to insert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

XI. 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 October, 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.

Signature of Client

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):

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: _____

Bank Address: _____

City: _____ & : _____ Zip: _____

Bank Phone #: _____

**Routing # | _____ | Account # _____

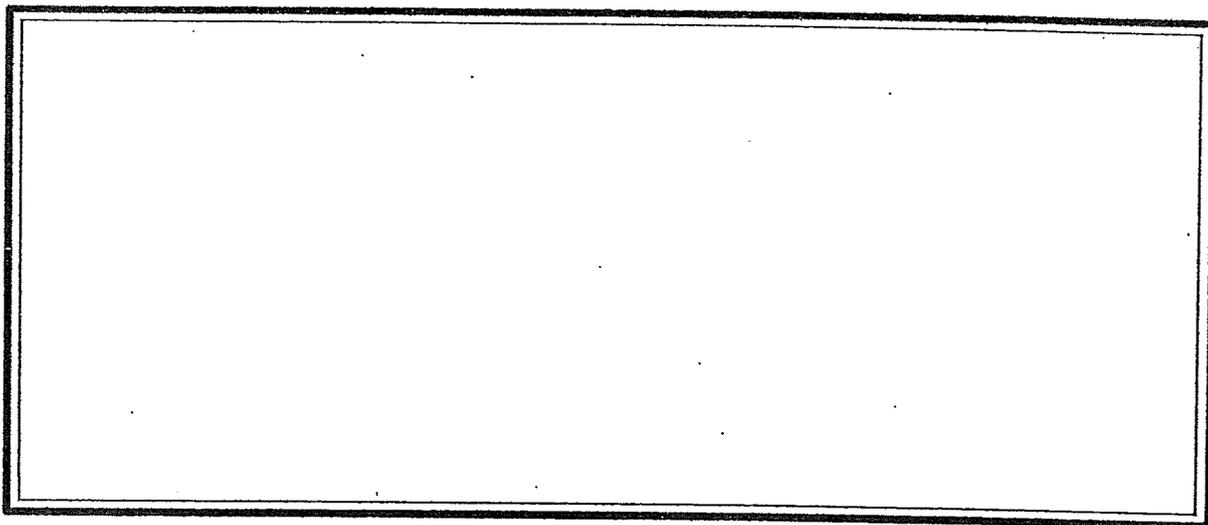
*Routing numbers are always 9 digits long and always start with 0, 1, 2, or 3.

Authorized Signature on Account

Printed Name

Date

Attach Voided Check or Savings Deposit Slip Here



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 _____, _____ (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.

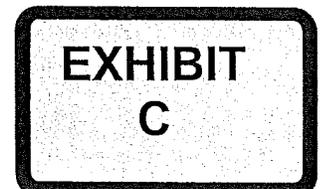
LHDR will not and does not provide the following services to Client:

- a. Tax, financial planning or accounting advice;
- b. Attempt to repair credit or correct entries on credit reports;
- c. Bankruptcy services, 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 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:

- 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 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;
- 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 (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
- 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 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. In addition, 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 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 to be automatically drafted by LHDR (or its designees) from an authorized Federal Deposit Insurance Corporation (referred to as "F.D.I.C.") insured bank account on 8/25/09.

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 Consumer Affairs Processing Center (CAPC) 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 CAPC 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 CAPC in regard to these services and any specific communications between client and CAPC are not protected by attorney-client privilege. CAPC cannot and will not provide any legal advice to the Client other than as communicated through CAPC by LHDR and under LHDR's supervision. The 15% Service Cost shall be paid by Client as follows: Client shall make an initial payment to LHDR. The initial payment is equal to five and one half percent (5.5%) of the Client's Total Debt accepted into the program and shall be satisfied by the first consecutive monthly payments. The remaining balance of the Service Cost of nine and one half percent (9.5%) of the Client's Total Debt accepted into the program shall be paid by Client in equal consecutive monthly payments commencing immediately following the initial payment. Client understands and agrees to set aside \$710.19 per month as designated by LHDR in an authorized F.D.I.C. insured bank account for LHDR to withdraw this Service Cost for CAPC'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 Cost 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 9/25/09 and thereafter each month on the: 5th ___ 10th ___ 15th ___ 20th ___ 25th ✓.
Month/Day/Year

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:

- 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 or credit score;
- 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;
- f. Client will continue to incur late fees and penalties on the accounts during the program; and
- g. 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

- 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; and
- c. 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 each of the basis for the work performed. LHDR and its agents and representatives solely 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.

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 shall decide. 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 30 day of July, 2009.

Signature of LHDR

Signature of Client

Signature of Co-Client

Legal Helpers Debt Resolution, LLC

Macey, Aleman, Hyslip & Searns

A National Law Firm

Phone: (800) 957-6332 + Fax: (800) 957-6697 + www.legalhelpers.com

PAYMENT CONFIRMATION SCHEDULE

CLIENT ACCOUNT # MSB-WW-

CLIENT NAME

Account Type

Bank Name

Routing #

Account #

heag

Home Phone:

Email:

Work Phone:

Cell Phone:

PAYMENT DATE	PAYMENT TYPE	PAYMENT AMOUNT	RETAINER FEE	SERVICE COST	SETTLEMENT FUNDS	ONGOING SETTLEMENTS	ACCUMULATED SETTLEMENT FUNDS
08/25/2009	RETAINER/IP	\$710.19	\$500.00	\$210.19	\$0.00	\$0.00	\$0.00
09/25/2009	IP	\$710.19		\$710.19	\$0.00	\$0.00	\$0.00
10/25/2009	IP	\$710.19		\$710.19	\$0.00	\$0.00	\$0.00
11/25/2009	IP	\$710.19		\$710.19	\$0.00	\$0.00	\$0.00
12/25/2009	IP	\$710.19		\$710.19	\$0.00	\$0.00	\$0.00
01/25/2010	IP/MONTHLY	\$710.19		\$49.97	\$260.22	\$0.00	\$260.22
02/25/2010	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$652.14
03/25/2010	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$1,044.06
04/25/2010	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$1,435.98
05/25/2010	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$1,827.90
06/25/2010	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$2,219.82
07/25/2010	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$2,611.74
08/25/2010	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$3,003.66
09/25/2010	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$3,395.58
10/25/2010	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$3,787.50
11/25/2010	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$4,179.42
12/25/2010	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$4,571.34
01/25/2011	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$4,963.26
02/25/2011	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$5,355.18
03/25/2011	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$5,747.10
04/25/2011	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$6,139.02
05/25/2011	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$6,530.94
06/25/2011	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$6,922.86
07/25/2011	MONTHLY	\$710.19		\$318.27	\$391.92	\$0.00	\$7,314.78
08/25/2011	MONTHLY	\$710.19		\$318.27	\$392.02	\$0.00	\$7,706.80
09/25/2011	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$8,416.99
10/25/2011	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$9,127.18
11/25/2011	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$9,837.37
12/25/2011	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$10,547.56
01/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$11,257.75
02/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$11,967.94
03/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$12,678.13
04/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$13,388.32
05/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$14,098.51
06/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$14,808.70
07/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$15,518.89
08/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$16,229.08
09/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$16,939.27
10/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$17,649.46
11/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$18,359.65
12/25/2012	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$19,069.84
01/25/2013	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$19,780.03
02/25/2013	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$20,490.22
03/25/2013	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$21,200.41
04/25/2013	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$21,910.60
05/25/2013	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$22,620.79
06/25/2013	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$23,330.98
07/25/2013	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$24,041.17
08/25/2013	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$24,751.36
09/25/2013	MONTHLY	\$710.19		\$710.19	\$710.19	\$0.00	\$25,461.55
TOTALS		\$35,509.50	\$500.00	\$9,547.95	\$25,461.55	\$0.00	\$25,461.55

* By signing below, I authorize Legal Helpers Debt Resolution or their designees to process the above RETAINER FEE and SERVICE COSTS debit entries from the specified account on the dates indicated.

CLIENT SIGNATURE _____

DATE 9/18/2009

Legal Helpers Debt Resolution, LLC

Macey, Aleman, Hyslip & Searns

A National Law Firm

Phone: (800) 957-6332 ♦ Fax: (800) 957-6697 ♦ www.legalhelpers.com

PAYMENT SUMMARY

Client Name: _____

\$63,653.00

Client Account Number: _____

MSB-WV-

Estimated Settlement To Creditors: \$25,461.55

Attorney Retainer Fee: \$500.00

Service Cost: \$9,547.95

Total Program: \$35,509.50

Amount Saved: \$28,143.50

Payment Schedule

1st Payment and/or Retainer Payment: \$710.19 \$500.00 Retainer \$210.19 applied to Service Cost

Remaining Initial Payment: \$3,290.73

Remaining Balance of Service Cost: \$6,047.04

Monthly Break Down of Service Cost: \$318.27 x 19 months

Monthly Break Down of Settlement Funds: \$391.92 x 19 months

Total Monthly Payment: \$710.19

Total Months to Debt Free: **50**

First Draft Date: **8/25/09**

Legal Helpers Debt Resolution, LLC

Macey, Aleman, Hyslip & Searns
A National Law Firm

Phone: (714) 352-2560 ♦ Fax: (714) 862-1076 ♦ www.legalhelpers.com

Power of Attorney

I/We, _____,

located at _____,

in the City of _____, State of _____ Zip _____,
hereby appoint Legal Helpers Debt Resolution ("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 30 day of July, 2009

Client Signature

Client Social Security Number

Co-Client Signature

Co-Client Social Security Number

Administrative Offices

Phone: 714-352-2560 ▪ Fax: 714-862-1076

Email: negotiations@legalhelpersdr.com

17461 Derian Avenue, Suite 200, Irvine, CA 92614

Offices Nationwide
www.legalhelpers.com



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 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 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)
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)		
Sponsor			Sponsor's Global Account Number		
Legal Helpers Debt Resolution					
Applicant Signature			Date		

In correct bank

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
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Amount of Debit Date of Debit

\$ _____ 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	\$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

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
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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

HELPERS

THE FIRST CLASS

— Endosure G —
5 pages



EXHIBIT
D



This letter confirms Legal Helpers Debt Resolution, LLC (LHDR) will be representing you in your debt resolution. We have initiated the procedures necessary to notify your creditors that you are now being represented by LHDR. 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.

We have included a list of frequently asked questions regarding the LHDR Debt Negotiation Program. If you have specific questions regarding your account, feel free to contact our Client Services Department at (866) 528-9169. Our regular business hours are Monday through Friday, 9 am to 5 pm Pacific Time. You may also e-mail any questions to cs@legalhelpersdrcs.com. Facsimiles should be sent to (866) 945-9166. Please be sure to include your full name, and LHDR client account number on any correspondence and/or communication to us at LHDR. Correspondence may also be mailed to our administrative office address below:

Legal Helpers Debt Resolution, LLC

2152 DuPont, Suite #101
Irvine, CA 92612

If you receive a call from a creditor or collection agency, first write the details of the call in the Call Log that we have included in this Welcome Packet. You should now advise anyone who calls you that you are currently being represented by an attorney regarding this matter and then provide the caller with LHDR's name and phone number. You should not engage in arguments or negotiations with any creditors or collection agencies that may call you. We will be contacting everyone upon receiving their contact information from you on the Call Logs.

A great deal of time and effort has been spent in determining an affordable monthly payment to deposit into your settlement account. Therefore, it is imperative that you make the appropriate funds available in your account on the days we have agreed to transfer funds. Failure to make these funds available as agreed may result in the loss of good settlements and possibly termination of your representation by LHDR.

You will find the following enclosures in this packet:

- Our pledge
- Our communication with you
- How to handle communication with debt collectors
- Violations of the fair debt practices act
- Separate account for settlement funds
- Your communication with us
- FAQ
- Call log

Please read through this packet in its entirety and contact us with any questions you may have. Following the procedures we have outlined for you will assist in expediting the process. We look forward to negotiating and settling your debt.

Sincerely,

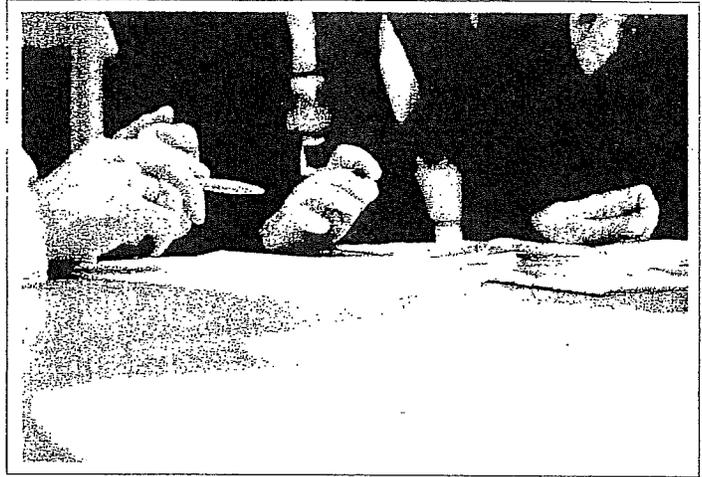
Compliance Department
Legal Helpers Debt Resolution, LLC

OUR PLEDGE TO OUR CLIENTS

Legal Helpers Debt Resolution, LLC is a national law firm committed to our clients' need for solutions to their debt problems.

In these tough economic times, where our government is bailing out banks and credit card companies with your tax dollars, it seems ironic that no one has considered how to give consumers relief from their increasing debt, often caused by practices of credit card companies and banks but, sometimes, by circumstances of life.

Many people turn to debt resolution for different reasons. They may have seen their available credit drastically reduced or interest rates and minimum payments becoming excessively high. Many have suffered a financial setback. Our firm has a national reputation for excellence in the representation of consumers in financial distress. We are committed to providing the highest level of legal service. Our success rests solely on the relationships we build with our clients. These relationships are built on trust, understanding, and mutual respect.



We make this three-step pledge to our clients:

FIRST

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 attorney. 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.

SECOND

We will analyze which debt resolution alternative makes the most sense for you and fully explain these options to you. In many situations, we will propose the option of debt negotiation or a financial workout plan that you can afford.

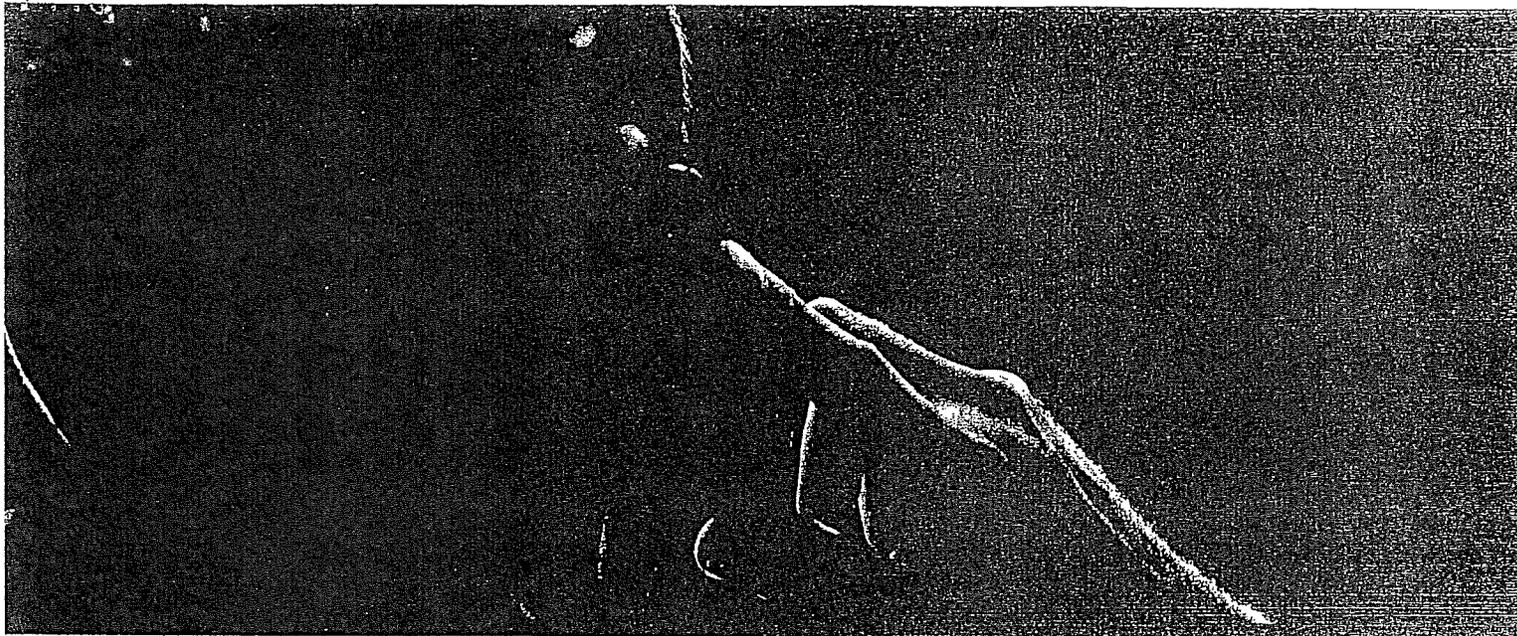
FINALLY

If your circumstances change or a particular 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. This is our commitment and our pledge to our clients.

LEGAL HELPERS DEBT RESOLUTION, LLC

Legal Helpers Debt Resolution, LLC is a trade name of the law firm of Macey, Aleman, Hyslip & Seams and operates under the firm name in states which do not permit law firm trade names. Actual results will vary based on individual situations and negotiations. LHDR makes no representation or guarantee that we will be able to lower your debts by a specific amount or percentage. Legal Helpers Debt Resolution, LLC is a debt relief agency. We help people with their debt resolution, including filing for protection under bankruptcy laws.



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. One of the main keys to this will be to develop and maintain clear, open communication between you and our company.

The section below provides you with an outline of when you can expect to hear from us and, on the following page, when we should expect to hear from you.

OUR COMMUNICATION WITH YOU	
DAY 1-3	Once your file is approved a compliance call is made within 72 hours.
ONCE RETAINED	Welcome package and letters of representation sent out
DAY 30	One of our friendly Client Service Representatives will contact you to review the contents of this Welcome Packet. You will have an opportunity to ask any questions that may have come up during your review of this packet.
DAY 60	You will receive a call from our Client Service Department to review vital information, answer any questions or concerns you may have and to ensure your program is progressing appropriately. At this juncture of the program you probably will not have sufficient funds accumulated in your Special Purpose Savings Account, however, this call will provide us with an opportunity to address any questions you might have and to review aspects of the program that you feel need additional clarification.

In addition to these three calls, you will receive monthly calls and/or email correspondence throughout the duration of your program from our Client Service Representatives. The calls we make to you have 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!

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.

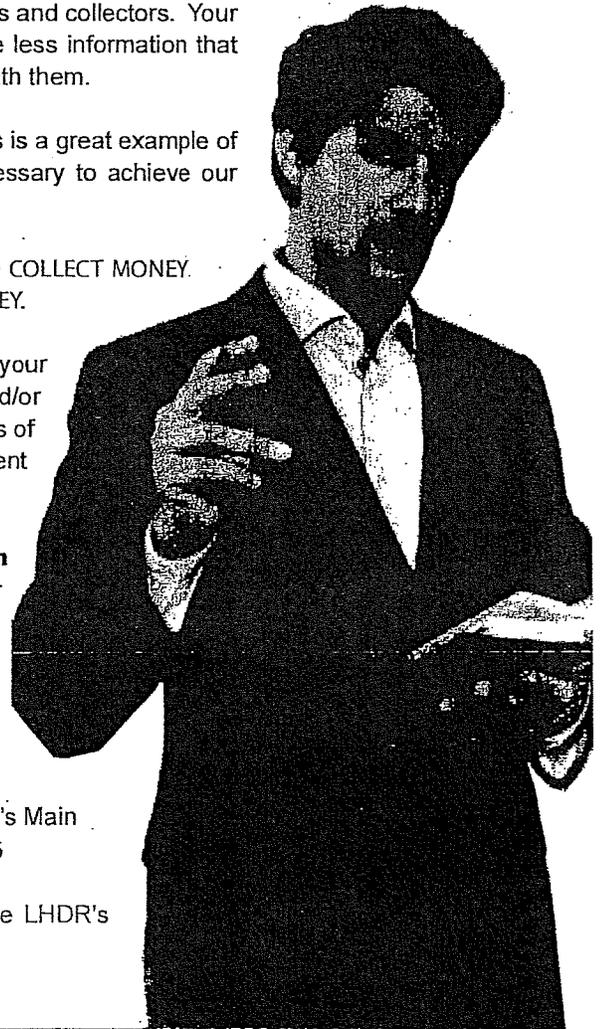
PLEASE DON'T BE AFRAID TO HANG UP THE PHONE ON ANYONE CALLING YOU TO COLLECT MONEY.
AFTER YOU HAVE NOTIFIED THEM YOU ARE CURRENTLY REPRESENTED BY AN ATTORNEY.

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

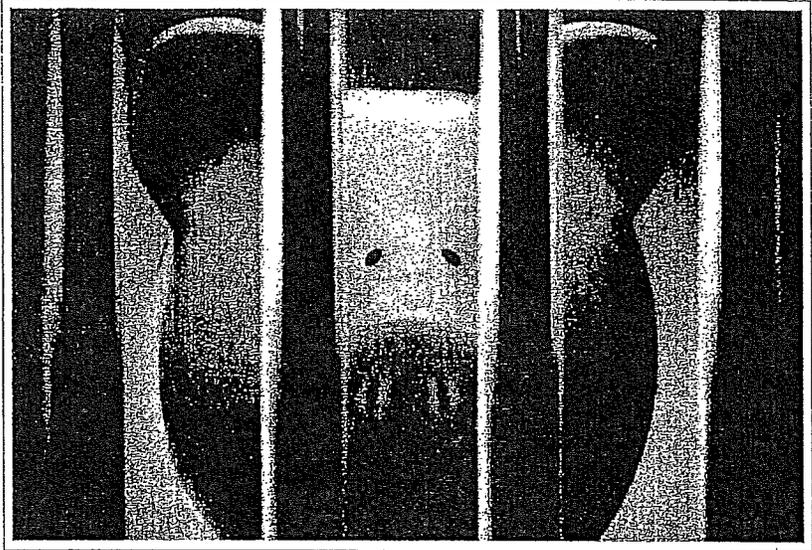


SEPARATE ACCOUNT FOR SETTLEMENT FUNDS

You are responsible for accumulating the Settlement Funds that will be paid to your creditors (by you), once a settlement agreement (by us) has been made. The amount you need to save each month and when that payment is to be made has already been calculated and incorporated into the program.

The information can be found on the bottom of the "Special Purposes Account" (SPA) form application or in the Payment Confirmation Schedule. Upon enrollment into the program, you will be set up with your own dedicated SPA account to begin the accumulation of settlement funds.

This FDIC insured account will only exist for the term of your settlement program and be used exclusively for the accumulation and disbursement of settlement funds as well as program costs. Once your program is complete, this account will be closed. The LHDR Client Services Department will set this account up and you can access your settlement SPA account online, 24 hours a day, 7 days a week.



INFORMATION REGARDING YOUR PAYMENT

Your "Total" Monthly Payment includes both the payment of our Service Costs drafted electronically by us from your SPA account and your Settlement Funds, which are left in your SPA account to accumulate monthly. Months 1 - 3 of the payment schedule will also contain a portion of the \$500 Attorney Retainer Fee.

Your program term, budget and down payment of fees and costs will dictate whether you are contributing funds to savings in months 1 - 3. Our \$500 Attorney Retainer Fee gets paid prior to any monies goes towards Service Cost and Settlement Funds. See: Payment Summary or Payment Confirmation Schedule for details.

Once our Attorney Retainer Fee and your Service Cost has been paid, then your "Total" Monthly Payment; minus the monthly maintenance costs; will remain in your bank account for the remainder of the program to accumulate as your Settlement Funds.

Please remember that if you need to make any changes to your payments whatsoever, you must contact us within 5 Business Days prior to your scheduled payment date.

If you have any questions regarding your payments, please call our Customer Service Department at (866) 528-9169 between normal business hours of Monday through Friday, 9 am to 5 pm Pacific Standard Time., or email us at: cs@legalhelpersdrcs.com.



YOUR COMMUNICATION WITH US

Written Correspondence

If you receive any written correspondence regarding the accounts you have enrolled in our program, please fax, mail or e-mail them to our office right away. Not every document you receive will require any action to be taken, however, by sending us the documents, you will ensure a much simpler and less stressful experience in your debt settlement program.

NOTE: Monthly credit card statements are not needed.

ACCOUNT ACCESS

Access your settlement account online, 24 hours a day, 7 days a week. It's simple and easy to use. You can view your statements online, verify balances and payments, change your address, access important documents and even email us directly through your account. Follow the simple steps below and you will be able to manage your account online instantly.

1. Go to our website - www.legalhelpersdracs.com
2. Log into the Client Section
3. Enter your username (the client ID we have on file for you)
4. Enter your password (the last 4 digits of your social security number)

If you need further assistance on how to access your account online, call one of our Client Service Representatives at (866) 528-9169 and they will be glad to assist you.

GENERAL QUESTIONS REGARDING YOUR ACCOUNT:

Client Services Department

Open Mon-Fri 9am-5pm PST
(866) 528-9169

Client Services Fax

(866) 945-9166

Client Services E-Mail

cs@legalhelpersdracs.com

FREQUENTLY ASKED QUESTIONS

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 creditors notifying them that we are now representing you and we will then begin negotiations. However, we can only settle each account once your settlement funds are available. This usually takes approximately six (6) to nine (9) months on your first account.

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 circumstances may arise, and we can help you get back on track with your payment schedule.

Q. How do I get an update on my account?

A. The most common update requests that LHDR receives are related to correspondence and payment changes. LHDR will provide the following updates: 1.) Confirmation of any correspondence received in our office; and 2.) An updated Payment Confirmation Schedule to confirm any payment changes, settlements or additional settlement funds. Any additional update requests usually fall under settlement progress, but if you had any additional questions you can always call us at (866) 528-9169, Monday through Friday, from 9 a.m. to 5 p.m. Pacific Time to speak with a Client Services Representative.

Q. How do I find out the progress of my settlements?

A. You need not contact us to find out the progress of settlements because LHDR will contact you with any settlement offers on any accounts listed in your program. If need be, you may always call our Client Services Call Center.

Q. When will I receive calls from LHDR regarding settlement?

A. You will receive calls from LHDR's negotiations department throughout the program. However, experience has shown us that the best settlements happen at the end of the month. Creditors and collection agencies typically offer the best settlements at this time. Due to our knowledge of this situation, we are able to effectuate some of the best settlement offers at the end of the month. Therefore, you will commonly receive higher frequency of calls from LHDR for settlements at the end of the month as opposed to the beginning.

Q. How do I complete payment on a settlement?

A. LHDR will inform you of all settlement opportunities, and if you agree with the settlement terms that we've negotiated, we will provide you with a Settlement Approval Letter which will include the details of your settlement. You will then review, sign, and send the document back to us. Upon receipt of the signed Settlement Approval Letter, you will be given contact information to complete a check by phone payment to your creditors from your bank account to finalize the settlement; which takes about 5 minutes. Should you have any additional questions about this process, you can call us at (866) 528-9169, Monday through Friday from 9 a.m. to 5 p.m. Pacific Time to speak with a Client Services Representative.

Q. Will I still make monthly payments to my creditors while in the program?

A. No. Once you have retained Legal Helpers Debt Resolution (LHDR), you can 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 settling your accounts at the estimated forty percent (40%).

Q. Are my creditors going to continue to call me?

A. They may; however, included in your Welcome Package are Call Logs for you to document calls and provide to us. We have already mailed letters to your creditor's notifying them we represent you and requesting them to stop contacting you. Most creditors honor these requests, but some aggressive creditors may not. Just remember, if a creditor calls you, it is best not to engage in any conversations or negotiations with them. When you receive a call from a creditor or collection agency, write the details of the call in the Call Log and follow the Phone Response included in your Welcome Package.

Q. Will my creditors or collection agencies call me at work?

A. They may. If you receive calls at work from a creditor, write the information down on your Call Log and refer to the Phone Response in your Welcome Package. We will review the Call Log, contact the creditor and request that they discontinue calling you at work. On the other hand, collection agencies may attempt to contact you at work; however, once you have verbally asked them to refrain from calling you at work, they are obligated by law to stop. Please let us know if this happens because if a collector persists, we will represent you to protect your rights, which may result in fines against the offender(s).

Q. Will my creditors continue to contact me by mail?

A. Your creditors may correspond with you by mail - this is allowed. If you receive ANY correspondence from your creditors, please forward it to Legal Helpers Debt Resolution.

Q. Will this program have a negative effect on my credit?

A. Absolutely. All debt management programs, such as Consumer Credit Counseling, Debt Consolidation, Debt Settlement, and Debt Negotiation have a negative effect on your credit. However, once your individual accounts are settled, your creditors are required to report this information to all major credit reporting bureaus to update your individual credit report as satisfied.

Q. Why should I use Legal Helpers Debt Resolution to settle my debt instead of handling it myself?

A. Our team of negotiators has extensive experience and knowledge in negotiating debt. We have an impeccable relationship with most creditors and collection agencies, which are usually unwavering in negotiating with the consumer directly. Furthermore, we have extensive knowledge of both State and Federal laws such as the Fair Debt Collection Practices Act (FDCPA) to assist protecting your rights under these laws.

Q. Who do I call if I have a question about the program or a problem with a creditor?

A. You can contact our Client Services Call Center directly at (866) 528-9169 – any Client Services Representative will have access to your account and be able to assist you.

Q. Do I have to include all of my creditors into the program for settlement?

A. No. You are allowed to keep one credit card open for emergency purposes. Any accounts that are included in the program can no longer be used. Please be sure that the card you keep out of the program does not have the same issuing banks as any accounts included in the program. (That same issuing bank might decide to cancel that card which is left open in the future.)

Q. How long will it take me to become debt-free?

A. It typically takes about 30 to 40 months. However, it could be much sooner depending on each individual situation.

Q. What if my creditors will not settle?

A. Creditors know that if they don't settle even for a fraction of the debt, they will most likely get nothing. Creditors know that at a certain point, they have to make reasonable concessions. Most creditors are willing to settle very quickly. In the rare event that a creditor will not settle with our initial offer, they will usually return with a counter offer that will still be favorable to you. Creditors know that if you choose bankruptcy, then they will receive absolutely nothing, and that is what your creditors are trying to avoid. Remember, all of your debt that has been accepted into our debt negotiation program is "unsecured" debt. Unsecured debt is the most costly type of debt for a creditor or collector to collect on. In order to reduce their cost of collection, most creditors and collectors want to settle as soon as possible. It is our experience in negotiating debt, which obtains the best possible settlements for you. It is our 35% minimum debt reduction promise, which greatly improves the probability of that happening.

Q. Will Legal Helpers Debt Resolution stop the interest, finance charges, penalties, or late/over-the-limit fees from accruing on my accounts?

A. We cannot stop a creditor from adding interest, penalties, or late/over-the-limit fees to an account. Your individual program will reflect those fees and/or interest, and is incorporated into the settlement. Because we often negotiate the debt down to a fraction of what you owe, your savings are usually far greater than any interest, finance charges, or late fees that can accrue. Keep in mind; we always negotiate off the original balances as listed upon entry of the program.

Q. How does the 5% Contingency Fee work?

A. Pursuant to paragraph VIII in the Attorney Retainer Agreement, "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 paid by Client shall be fully credited as a partial payment towards the client's obligation for the 5% contingency fee". For example: If you come to us with \$100k of total debt, we estimate to settle at \$40K. If we settle at or below \$35K, let's say \$35K, then you would pay us 5% of \$65K equaling \$3,250 minus the \$500 Attorney Retainer Fee you already paid, and you would owe us an additional total of \$2,750. However you would have saved an additional \$5K below your original estimated settlement of \$40K. Therefore, your net additional savings is the \$5K minus the \$2,750 equaling an additional savings to you of \$2,250.

Q. How does the minimum performance standard of 35% reduction work?

A. Pursuant to paragraph XII in the Attorney Retainer Agreement, "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 that individual account for Client at no additional cost". In other words, if at the end of your program, LHDR cannot settle an account for 65% or less of the balance at the time of settlement, then LHDR will refund the 15% Service Cost on that individual account. Additionally, LHDR will negotiate and settle that account at no additional cost to you.

- Enclosure A -
1 page

Windows Live™ Hotmail (0) Messenger (0) SkyDrive | MSN

Julia I
pro

New | Reply Reply all Forward | Delete Junk Sweep ▾ Mark as ▾ Move to

LHDR

Back to messages |

Sam Reagan Add to contacts
To mcdade_julia@hotmail.com

10/16/10
Reply ▾

- Junk (131)**
- Drafts (1)
- Sent
- Deleted (64)**
- AARP
- AIU Masters
- Allegheny Power
- Auto
- B of A
- Birthdays (27)**
- Camera
- Chase (2)**
- Church
- Credit Info
- Cutco
- DFAS-Retired Pay
- Facebook (14)**
- Family
- Friends
- Gino and Ingrid
- Hotmail Updates
- Info from Melissa
- JC Penneys
- Job Search
- Kim
- Kohls
- LeAnn
- Legal Helpers**
- Lowes
- Maggie

1 attachment (87.6 KB) Hotmail Active View

Debt Reso...pdf
Download (79.2 KB)

Download as zip

Please review this attachment as well as my web page and BBB links below. If you would like me to obtain an approval for you, please fax or email me your most recent statements, and I will be back with you ASAP.

Let me know if you have any additional questions.

Sam Reagan
Sr. Financial Analyst



Toll-Free Phone: 866-475-7455
Fax: 888-321-2202
Sam.Reagan@LegalHelpersEnrollment.com
www.LegalHelpersEnrollment.com

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New | Reply Reply all Forward | Delete Junk Sweep ▾
Mark as ▾ Move to ▾ |



Chew Runs AdChoices



To save on printer ink, I copy/paste these emails from my hotmail account. -

From: Sam Reagan (sam.reagan@legalhelpersenrollment.com)

Sent: Mon 10/18/10 9:19 AM

To: 'Julia McDade' (mcdade_julia@hotmail.com)

- Enclosure B -
2 pages

Good Morning Julia,

I did receive all 4 statements in this email and have sent them all up for review. Moving your checking and savings is going to be a good option for you, especially if you are already set up with another bank. I'll talk to you about that later today.

As far as your credit goes, this program does not have a long term effect like a bankruptcy. As long as you are responsible and make your payments on time, you can put yourself into a better credit position than you are in now. The change in the score is different in everyone's specific situation.

I'll give you a call later today when your file comes out of review.

Thanks,

Sam

From: Julia McDade [mailto:mcdade_julia@hotmail.com]

Sent: Saturday, October 16, 2010 1:45 PM

To: sam.reagan@legalhelpersenrollment.com

Subject: RE: LHDR

Sam,

It is taking a bit of time to download your file but will keep working on it. I have downloaded 3 of my statements but had to print, scan and save the other so I hope they will all transmit easily. Should I send them one file at a time?

The only question I can think of at this time is: in your experience, how big of a hit to ones credit score can one expect after this is all said and done? Not that it matters since I couldn't refinance anyway but I was just wondering.

Oh wait, I have been contemplating how USAA will handle this news...since they are my checking, savings and insurance bank...can they freeze my accounts or take money out without my approval? Should I change everything to the bank that my house payment is through? I have a savings and checking thru them with a debit card already...and I could change my direct deposits pretty easy from retirement and current job...then I would just set up with that bank to pay bills thru that account...do you think that would be a good idea?

So, I will try to attach all my statements with this e-mail but if necessary I can send them one at a time.
Let me know.

Thanks again for your help and kind understanding!
Julia

From: sam.reagan@legalhelpersenrollment.com
To: mcdade_julia@hotmail.com
Subject: LHDR
Date: Sat, 16 Oct 2010 12:06:31 -0500

Please review this attachment as well as my web page and BBB links below. If you would like me to obtain an approval for you, please fax or email me your most recent statements, and I will be back with you ASAP.

Let me know if you have any additional questions.

Sam Reagan

Sr. Financial Analyst

Error! Filename not specified.

Toll-Free Phone: 866-475-7455

Fax: 888-321-2202

Sam.Reagan@LegalHelpersEnrollment.com

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: 271.1.1/3200 - Release Date: 10/16/10 01:34:00

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

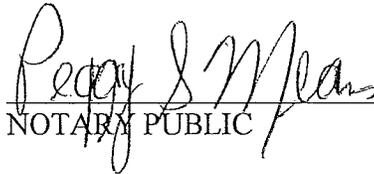
I, DOUGLAS L. DAVIS, ASSISTANT ATTORNEY GENERAL, being duly sworn, depose and say that I am the counsel of record for the Plaintiff/Petitioner in the Complaint and Petition for Preliminary and Permanent Injunction in the foregoing styled civil action; that I am familiar with the contents of the foregoing Complaint and Petition for Preliminary and Permanent Injunction; and that the facts and allegations contained therein are true, except such as are therein stated upon information and belief, and that as to such allegations I believe them to be true.



DOUGLAS L. DAVIS (WV State Bar # 5502)
ASSISTANT ATTORNEY GENERAL
Consumer Protection Division and
Antitrust Division

Taken, subscribed, and sworn to before me in the County and State aforesaid this 20th day of December, 2013.

My commission expires April 13, 2015.


NOTARY PUBLIC