UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA TAMPA DIVISION

FEDERAL TRADE COMMISSION,	Case No. <u>8:24-cv-1626</u> -KKM-AAS
Plaintiff,	Case No
v.	FILED UNDER SEAL
START CONNECTING LLC, d/b/a USA Student Debt Relief, a Florida limited liability company;	
START CONNECTING SAS, d/b/a USA Student Debt Relief, a Colombia corporation;	
DOUGLAS R. GOODMAN, individually and as an officer of START CONNECTING LLC;	
DORIS E. GALLON-GOODMAN, individually and as an officer of START CONNECTING LLC; and	
JUAN S. ROJAS, individually and as an officer of START CONNECTING LLC and START CONNECTING SAS,	
Defendants.	

PLAINTIFF'S EMERGENCY EX PARTE MOTION FOR A TEMPORARY RESTRAINING ORDER, ASSET FREEZE, APPOINTMENT OF A TEMPORARY RECEIVER, AND OTHER EQUITABLE RELIEF, AND ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE

Plaintiff, the Federal Trade Commission ("FTC"), brings this action to halt a pernicious student loan debt relief scheme that has stolen millions of dollars from consumers. Pursuant to Federal Rule of Civil Procedure 65(b) and Local Rules 3.01(e) and 6.01, the FTC hereby moves this Court on an ex *parte* and emergency basis to issue a temporary restraining order ("TRO") with an asset freeze, appointment of a temporary receiver, and other equitable relief, together with an order to show cause why a preliminary injunction should not issue. For the same reasons that support proceeding ex parte, see infra Part IV.C, the FTC seeks this TRO on an emergency basis to halt Defendants' ongoing violations of the FTC Act, 15 U.S.C. § 45(a)(1), the Telemarketing Sales Rule ("TSR"), 16 C.F.R. pt. 310, and the Gramm-Leach-Bliley ("GLB") Act, 15 U.S.C. § 6821(a)(2). So it can take prompt action to protect American consumers and avoid further dissipation of assets, the FTC seeks a ruling on this motion by 5:00 p.m. on July 10, 2024. A copy of the proposed TRO is attached. See M.D. Fla. L.R. 6.01(a)(6).

I. Defendants' Unlawful Business Practices

Since at least 2019, Defendants Start Connecting LLC, Start Connecting SAS, Douglas Goodman, Doris Gallon-Goodman, and Juan Rojas (collectively, "Defendants") have operated an unlawful student loan debt relief scheme under the business name USA Student Debt Relief ("USASDR"). Through deceptive online advertising and an illegal

telemarketing campaign, Defendants trick debt-burdened consumers into paying hundreds of dollars for false promises of debt relief. Defendants use an array of misrepresentations to ensnare consumers in their scheme: that Defendants can be trusted because they work with the federal government and its loan servicers; that they will enroll consumers in repayment plans that guarantee low, permanently fixed monthly loan payments and lump-sum forgiveness at the end of the repayment term; and that some or all of consumers' payments will go toward their student loan balances.

But none of it is true. Defendants have no affiliation with the government or its loan servicers; they do not enroll consumers in the promised repayment plans; and they do not make payments on consumers' student loans. Moreover, Defendants often target consumers in Puerto Rico, many of whom are monolingual Spanish speakers, but demand they sign English-only contracts that many consumers cannot read or understand. Using these tactics, Defendants pocket consumers' payments for themselves—to the tune of over \$7 million since 2019.¹

In conjunction with this Motion, the FTC is submitting overwhelming evidence of Defendants' fraud. This evidence includes transcripts from two undercover calls by government investigators capturing several of

¹ See <u>PX19</u> at 33, ¶ 87 (Start Connecting LLC's bank records show that from June 2019 to December 2023, Defendants took in a net total of 7,689,065.59 in consumer funds).

Defendants' key misrepresentations; declarations from, among others, 13 consumers victimized by Defendants, an official from the U.S. Department of Education ("ED") analyzing Defendants' access to consumers' federal student aid accounts, an official from the Better Business Bureau ("BBB") discussing complaints about and interactions with Defendants, and an FTC data analyst summarizing Defendants' calls to numbers listed on the National Do Not Call ("DNC") Registry; as well as a sampling of consumer complaints about Defendants filed with the FTC and other government agencies. Taken together, the evidence establishes the urgent need for relief.

A. Defendants' Deceptive Sales Pitch

Defendants have crafted a deceptive sales pitch strategically designed to entice financially strapped consumers with false promises of debt relief. At least four false or unsubstantiated claims undergird their scheme: (1) that Defendants are affiliated with ED or an ED-contracted loan servicer; (2) that consumers who enroll will be placed in repayment plans with permanently fixed monthly payments followed by lump-sum forgiveness; (3) that consumers must pay an advance fee before they can access ED-sponsored repayment plans; and (4) that once the advance fee is paid, consumers' low fixed monthly payments will be applied to their loans.

1. False Claims of Affiliation with ED or Loan Servicers

Defendants reach consumers through a combination of deceptive online

marketing and unsolicited, illegal outbound telemarketing calls, including at least 140,886 calls to numbers on the DNC Registry.² Defendants routinely represent—both in their calls³ and in their online marketing⁴—that they are affiliated with or endorsed by ED or ED-contracted loan servicers. During sales calls, Defendants often reference sensitive personal information that consumers believe could only have been obtained through government channels.⁵ Defendants also trick consumers into granting access to their

² Defendants do not pay to access the National DNC Registry as required under the FTC's TSR, and they routinely initiate illegal telemarketing calls to telephone numbers listed on it. See <u>PX19</u> at 46, ¶ 125 (searches for Defendants in DNC Registry access records yielded no results); <u>PX16</u> at 5, ¶ 17(b) (analysis of Defendants' call logs between April 2019 and February 2024 showed 140,886 calls to numbers on Registry).

³ See, e.g., <u>PX19</u> at 328–29, Att. Z (sample sales script instructing agents to say that USASDR "work[s] with Federal Programs" and uses software "linked with the Department of Education's repayment calculator"); see also <u>PX2</u> at 8, ¶ 3 (claimed to be "advisors who worked with Federal Student Aid (FSA) to help people achieve student loan forgiveness through [ED] programs"); <u>PX3</u> at 1, ¶ 5 ("mentioned [ED] and implied that [USASDR] was somehow connected with the government"); <u>PX7</u> at 1, ¶ 4 ("told me that [USASDR] had a relationship with [ED]"); <u>PX8</u> at 2, ¶ 6 ("led me to believe that [USASDR] was affiliated with MOHELA"); <u>PX10</u> at 1, ¶ 4 ("claimed that [USASDR] works with the government"); <u>PX13</u> at 1, ¶ 4 ("told me that [USASDR] was affiliated with [ED]"); <u>PX10</u> at 1, ¶ 4 ("claimed that [USASDR] works with the government"); <u>PX13</u> at 1, ¶ 4 ("told me that [USASDR] was affiliated with [ED]"); <u>PX10</u> at 1, ¶ 4 ("claimed that [USASDR] works with the government"); <u>PX13</u> at 1, ¶ 4 ("told me that [USASDR] was affiliated with [ED]"); <u>PX19</u> at 6, ¶ 14 (in complaints submitted to the FTC and other agencies, consumers consistently report that USASDR misrepresented an official affiliation).

⁴ See <u>PX19</u> at 189–205, Att. N (captures of USASDR social media pages featuring patriotic imagery and claim that "[y]ou can trust us as we work with organizations backed by the U.S. Department of Education"); see also <u>PX13</u> at 1, ¶ 4 ("Their website also made me think that [USASDR] was part of [ED]."); <u>PX7</u> at 3, ¶ 11 ("I received occasional mass emails from the company, [including one] from someone named Juan Sebastian that invited me to click a link to a 'newsletter' about 'Joe Biden's Student Loan Plan.'... Emails like this reinforced my impression that [USASDR] had some kind of relationship or affiliation with the federal government."); <u>PX12</u> at 1, ¶ 3 ("I received an email that I believed to be from and affiliated with the Bien Administration's Loan Forgiveness program.").

⁵ See, e.g., <u>PX1</u> at 2, ¶ 6 (telemarketer "already seemed to know a lot about me, including my name, date of birth, address, phone number, and email. This reinforced my impression that she was affiliated with my loan servicer."); <u>PX3</u> at 1, ¶ 5 (telemarketer's prior knowledge that loans were in default led consumer to believe USASDR was loan servicer); <u>PX4</u> at 1, ¶ 5 ("He implied that his company was associated with the federal government,

Federal Student Aid ("FSA") accounts on StudentAid.gov,⁶ which enables Defendants to speak authoritatively about consumers' loans in ways that reinforce the misimpression of official affiliation.⁷ Many consumers agree to turn over personal information and pay hundreds of dollars because they believe Defendants have the imprimatur of ED and its servicers.⁸ In fact, Defendants have no affiliation with these entities.⁹

and I believed him because he already seemed to have so much information about me."); <u>PX11</u> at 1, ¶ 4 ("the representative already knew many details about my student loans"). ⁶ According to ED, IP addresses associated with USASDR accessed FSA accounts associated with 37,578 unique individuals between January 2019 and June 2024. <u>PX15</u> at 2, ¶ 6; see *also* <u>PX19</u> at 47, ¶¶ 127–29. ED requires all users of StudentAid.gov to affirmatively acknowledge upon logging in that it is illegal for any third party to access an FSA ID account for pecuniary gain. See <u>PX19</u> at 389, Att. JJ. Despite this warning, accessing consumers' FSA accounts is a core aspect of USASDR's business model, as evidenced by internal documents that Defendant Goodman himself submitted to the BBB. See <u>PX14</u> at 85, 94–95, 101–09, Att. I (setting out instructions for accessing customers' FSA accounts and resetting their "challenge questions").

⁷ See, e.g., <u>PX2</u> at 9, ¶ 3 (telemarketer knew the "last four digits of [my] social security number and knew how much I owed in loan[s]. Although my personal information could be accessed on my StudentAid.gov account, I did not provide her my FSA information or PIN Therefore, I thought [USASDR] must be affiliated with [ED]"); <u>PX5</u> at 1, ¶ 4 ("I did not provide Mr. Smith with details regarding my student loan debt but he seemed to have access to my information as he was able to tell me the initial loan amount and the institution where I studied.").

⁸ See, e.g., <u>PX2</u> at 8–9, ¶ 4 (signed up because she thought USASDR "was a legitimate company affiliated with [ED] who could help achieve student loan forgiveness"); <u>PX4</u> at 4, ¶ 16 (would never have signed contract with USASDR had she known it was not affiliated with the government); <u>PX6</u> at 4, ¶ 13 ("If I had known during my initial call with Ms. Reyes that neither she nor [USASDR] was affiliated with my loan servicer or [ED], I would not have agreed to sign a contract with [USASDR]."); <u>PX7</u> at 10, ¶ 34 (same); <u>PX9</u> at 2, ¶ 7 (provided personal details and payment information "because I was under the impression that I was working with [] someone affiliated with [ED]"); <u>PX13</u> at 4–5, ¶ 17 (same). ⁹ Indeed, in response to pointed questions from consumers, Defendants have, in isolated instances, admitted they have no official affiliation. <u>PX19</u> at 123, 157–58, Att. I. But so long as consumers do not ask, Defendants do nothing to disabuse them of the official-affiliation misimpression USASDR cultivates.

2. False Promise of Low, Fixed Monthly Payments Followed by Lump-Sum Forgiveness

After deceiving consumers about who they are, Defendants lie about the relief they can obtain for consumers through ED-sponsored loan repayment programs. Typically, after asking consumers basic questions about their loans, income, and family size, Defendants tell consumers that they can enroll consumers in an income-driven repayment ("IDR") program¹⁰ that guarantees low, permanently fixed monthly payments followed by generous lump-sum forgiveness. Defendants often quote consumers a specific monthly payment amount—typically \$9, \$19, or \$29—and represent that this amount will be the consumer's loan payment for the next 10 or 20 years, at which point the consumer's remaining loan balance will be forgiven in full.¹¹ Defendants sometimes even tell consumers a specific dollar amount that will be forgiven, which is often a significant portion of the overall debt.¹²

Defendants' promises are false and unsubstantiated. For starters,

¹⁰ ED currently offers four IDR plans, each of which caps consumers' monthly loan payments at a percentage of their discretionary income and offers potential forgiveness of any remaining balance at the end of the overall repayment term. *See* <u>Income-Driven</u> <u>Repayment Plans</u>, Fed. Student Aid, U.S. Dep't of Educ. (last visited June 17, 2024). Although Defendants often name-check these programs in their sales pitch, the program they describe bears little resemblance to any legitimate IDR plan.

¹¹ See, e.g., <u>PX18</u> at 73, Att. F (undercover caller told that payment "will be \$29 a month for [] 10 years," at which point the remaining balance of "about 85 percent of [the] loan" would be forgiven); <u>PX1</u> at 2, ¶ 9 ("After I finished making the \$135 payments, the monthly payment toward my loans would drop to \$9/month for the next 179 months and the entire remaining balance on my loans would be forgiven."); <u>PX6</u> at 1–2, at ¶ 4 ("the program would require me to make four monthly payments of \$120.22 over the next four months, followed

Defendants do not enroll consumers in programs that guarantee fixed monthly payments for the entire repayment term because no such programs exist.¹³ Moreover, the \$9, \$19, or \$29 monthly payment that Defendants quote consumers is entirely fabricated and, as discussed below, is not a loan payment at all. Similarly, Defendants cannot guarantee loan forgiveness, let alone forgiveness of any specific dollar amount. Eligibility for eventual loan forgiveness under an IDR plan is highly contingent and depends on a borrower's individual circumstances (including, for example, changes in salary or family size) over the course of many years—circumstances that Defendants do not know and cannot possibly predict, despite their false promises of lump-sum forgiveness to consumers.

by monthly payments of \$29 for the next 20 years"); <u>PX7</u> at 1, ¶ 4 ("As he described it, I would have to pay only \$29 per month toward my loans, and after 20 years of \$29 payments the remaining balance would be forgiven in full."); <u>PX9</u> at 2, ¶ 6 (consumer told loans would be forgiven if she paid "\$149.22 for five consecutive months and \$77.21 for the next 120 months"); <u>PX10</u> at 1, ¶ 4 ("He told me that I would have to pay \$100 for a few months, and then a little less than \$10 for approximately 240 months thereafter."); <u>PX11</u> at 2, ¶ 5 (told that if she made four payments of \$100 and then \$9 per month for 20 years her remaining balance would be forgiven in full).

¹² See, e.g., <u>PX19</u> at 145, Att. I (telemarketer told undercover caller that after 240 months "the forgiveness you will receive will be \$74,800. So congratulations."); <u>PX1</u> at 2, ¶ 9 ("Ms. Griffin told me that [USASDR] could enroll me in the 'SAVE Plan Program,' which would forgive \$10,644 of my \$13,065 outstanding loan balance."); <u>PX6</u> at 2, ¶ 4 ("Ms. Reyes guaranteed me that the Pay As You Earn program would result in me having about \$28,000 of my student loans forgiven."); <u>PX7</u> at 1, ¶4 ("He said that I would only end up needing to pay about \$7000 of my \$43,000 balance."); <u>PX11</u> at 1, ¶ 4 (told during initial call that loan balance "would be reduced from \$41,000 to about \$5,000 or \$6,000").

¹³ To enroll and remain in an IDR program, borrowers must certify their income and family size annually. *See <u>Income-Driven Repayment Plans</u>*, Fed. Student Aid, U.S. Dep't of Educ. (last visited June 17, 2024). Because income and family size often fluctuate, it is impossible for Defendants to guarantee consumers a fixed monthly payment for more than one year, let alone ten or twenty.

3. False Claim that Consumers Must Pay to Enroll in IDR Plans

Defendants next tell consumers that accessing ED's IDR programs requires paying an advance fee, which typically ranges from \$400 to \$1200 and is collected in several installments.¹⁴ Defendants start collecting the fee well before providing any debt relief services.¹⁵ In fact, Defendants sometimes even tell consumers that they cannot take any action on the consumer's behalf at all until the advance fee is paid.¹⁶ Defendants lead some consumers to believe that the fee will be applied to their loan balance,¹⁷ and tell others that it is an "enrollment," "consolidation," or "processing" fee they must pay

¹⁴ See, e.g., <u>PX1</u> at 2, ¶ 9 (six payments of \$135); <u>PX3</u> at 2, ¶ 6 (five payments of \$100); <u>PX13</u> at 2, ¶ 6 (same); <u>PX4</u> at 2, ¶ 7 (four payments of \$100); <u>PX5</u> at 2, ¶ 7 (same); <u>PX12</u> at 2, ¶ 5 (same); <u>PX6</u> at 1–2, ¶ 4 (four payments of \$120.22); <u>PX7</u> at 1, ¶ 4 (five payments of \$112.50); <u>PX8</u> at 2, ¶ 7 (two payments totaling \$913.58); <u>PX9</u> at 2, ¶ 6 (five payments of \$149.22); <u>PX18</u> at 76, Att. F (six payments of \$124.75); <u>PX19</u> at 140, Att. I (six payments of \$120); <u>PX19</u> at 92, Att. H (five payments of \$375.25).

¹⁵ See <u>PX19</u> at 329, Att. Z (sample sales script instructing telemarketers to "[a]void pushing over 2 weeks for the first payment"); <u>PX19</u> at 165, Att. J (contract stating that Defendants will only begin preparing paperwork for submission to ED "[u]pon . . . payment of the Enrollment Fee.").

¹⁶ See, e.g., <u>PX19</u> at 148, Att. I (telemarketer told undercover caller that once she "make[s] the first payment, we start working"); <u>PX1</u> at 4, ¶ 16 (telemarketer said USASDR "would not be able to take any action to pursue loan forgiveness until I made the first payment"); <u>PX4</u> at 2, ¶ 7 ("To enroll, I just had to pay initial set-up and enrollment fees totaling \$400 split up over four monthly payments."); <u>PX5</u> at 2, ¶ 7 ("The representative explained that I would need to make four monthly payments, each \$100, that would go to [USASDR] before they enrolled me in the appropriate forgiveness program."); <u>PX7</u> at 3, ¶ 10 ("my understanding from the company representative was that they would not start processing my account until after I finished paying the \$562.50 enrollment fee"); <u>PX13</u> at 2, ¶ 6 ("I understood that I needed to make these payments before I could receive any debt relief."). ¹⁷ See, e.g., <u>PX10</u> at 1, ¶ 4 (consumer led to believe that all payments would be applied to her loans); <u>PX12</u> at 2, ¶ 5 (same).

to access an IDR plan.¹⁸ Regardless of what they say, Defendants always pocket the money and apply nothing to consumers' loans.¹⁹

Defendants' representations that fees are required to consolidate loans or enroll in an IDR plan are patently false. Federal loan servicers make these programs available for free, and ED warns consumers against paying thirdparty companies to access them.²⁰ Consumers consistently report that they would never have agreed to pay Defendants had they realized that Defendants were simply enrolling them in a free program.²¹

4. False Claim that Low Fixed Monthly Payments Are Applied to Loans

Once consumers pay the advance fee, Defendants start charging the \$9,

²⁰ See <u>PX19</u> at 47, ¶ 130; <u>PX19</u> at 389, Att. JJ; <u>Beware of Student Loan Debt Relief</u> <u>Companies</u>, Fed. Student Aid, Dep't of Educ. (last visited June 17, 2024).

¹⁸ See, e.g., <u>PX1</u> at 4, ¶ 14 ("enrollment fee to [USASDR] in exchange for them obtaining forgiveness of my loans"); <u>PX3</u> at 2, ¶ 6 ("enrollment fee"); PX4 at 2, ¶ 7 ("set-up and enrollment fees"); <u>PX18</u> at 82, Att. F (undercover caller told that it was to "pay[] for the consolidation of your loans"); <u>PX19</u> at 140, Att. I ("to consolidate, enroll, and submit your application").

¹⁹ See <u>PX19</u> at 34, ¶ 90 (analysis of Defendants' bank records shows no payments to any entity identifiable as a federal student loan servicer); see also <u>PX19</u> at 169, Att. J (buried, fine-print contract disclaimer that "client understands company does not or will not pay client student loan.").

²¹ See, e.g., <u>PX4</u> at 4, ¶ 16 ("If I had known [that USASDR] was planning to charge me for services that [ED] and my loan servicer offer for free, I would never have agreed to sign a contract with the company."); <u>PX6</u> at 5, ¶ 13 (same); <u>PX8</u> at 4, ¶ 13 ("They took my money [and then] sent me a PSLF form to complete that I could access online for free. If I had known the truth about [USASDR's] services, I never would have engaged with them or paid them."); <u>PX12</u> at 4, ¶ 14 ("I am still out the \$418 I paid to USASDR for a service that I learned is free to apply for."); <u>PX13</u> at 3, ¶ 12 ("I called [ED] and was informed that I can enroll for free in various repayment and forgiveness options directly with them. I realized that [USASDR] was likely a scam"); <u>PX17</u> at 4, ¶ 6 ("would never have provided her financial information to USASDR or agreed to their service if she had known that they [] charged money simply to enroll her in a free program").

\$19, or \$29 amounts touted during their sales pitch. Nearly all consumers are led to believe that this is their new monthly loan payment.²² Many consumers with low discretionary incomes qualify for IDR plans with \$0 monthly payments, but Defendants routinely tell those consumers that their payments are actually \$9, \$19, or \$29.²³ As with the advance fees, Defendants simply pocket the money and put nothing toward consumers' loans.

Many consumers are unaware that their payments are not being used to pay down their loans as Defendants promised. Some pay for months or years before discovering the scam.²⁴ Defendants were especially able to conceal their grift during the student loan repayment pause implemented in response to COVID-19.²⁵ During that time, consumers were not receiving

²² See, e.g., PX18 at 75, Att. F (Undercover Caller: "[G]oing forward, ... I would just pay the [] \$29[?] [T]hat would be my new student loan payment?" Telemarketer: "Yeah, correct."); <u>PX1</u> at 4, ¶ 14 (telemarketer stated that \$9 payments "would be applied to my loan"); <u>PX3</u> at 2, ¶ 6 ("My understanding was that these \$9 payments would be applied to my loans, and that I would not have to pay anything beyond this at any point after that."); PX7 at 4, ¶ 13 ("I thought that the \$29 payments would be applied to my loan balance."); PX11 at 1, ¶ 4 ("I recall the representative saying that my monthly payments would be reduced to about \$29 and that amount would go toward my loan balance."); PX13 at 2, ¶ 7 (consumer was told that \$19 monthly payments would go toward principal and interest on his student loans). ²³ See, e.g., PX18 at 69–70, 75, Att. F (undercover caller reported income and family size sufficient to qualify for \$0-per-month IDR plan, but instead she was told that loan payment would be \$29); PX7 at 1, 9, ¶¶ 4, 29 (consumer qualified for \$0 payments under IDR plan but was told that her loan payments would be \$29 per month); <u>PX12</u> at 2, ¶¶ 5–6 (same). ²⁴ See, e.g., PX3 at 1–9, ¶¶ 4–36 (paid \$601 over the course of 11 months); PX7 at 9, ¶ 30 (paid almost \$1500 over three years); PX11 at 2–3, at ¶ 8 (paid \$430 over 11 months); PX12 at 2–3, ¶¶ 6–10 (paid \$418 over six months); <u>PX13</u> at 2–3, ¶¶ 7, 11 (paid more than \$600 over approximately a year); PX19 at 78–79, Att. H (paid \$748.50 over six months). ²⁵ See COVID-19 Emergency Relief and Federal Student Aid, Fed. Student Aid, U.S. Dep't of Educ. (last visited June 17, 2024) (federal student loan repayment was automatically paused for all borrowers between March 13, 2020 and October 1, 2023).

bills from their loan servicers, and many were not consistently monitoring their loan balances. Even now that the payment pause has lifted, many consumers may remain unaware that their payments are not going to their loans. In addition to telling consumers eligible for \$0-per-month IDR plans that their payments are \$9, \$19, or \$29, Defendants have affirmatively misrepresented the income and family size on certified documents to fraudulently obtain \$0-per-month IDR plans so that consumers stop receiving bills from loan servicers and Defendants can falsely claim that the \$9, \$19, or \$29 fees are loan payments.²⁶

As discussed further below, at the end of the lengthy sales contract that Defendants make consumers sign under conditions that make review of its terms all but impossible, Defendants admit the truth about their scheme. Buried on the contract's eighth page, beneath a heading inexplicably titled "Headings and Captions," is a difficult-to-read block of text conceding that USASDR is not and has no affiliation with a lender or servicer, guarantees no specific outcomes, does nothing more than enroll consumers in ED programs that are free to access, and makes no loan payments on behalf of consumers.²⁷

²⁶ See, e.g., <u>PX10</u> at 3, ¶ 9 (in loan consolidation application submitted on consumer's behalf, Defendants misrepresented consumer's income as lower than it actually was and falsely claimed that consumer had three dependents when she in fact had none); cf. <u>PX19</u> at 126–27, Att. I (telemarketer falsely told undercover caller that it was permissible to include adult, non-dependent children in her family size for purposes of IDR application).
²⁷ See <u>PX19</u> at 169–70, Att. J. Defendants have also intermittently displayed a similar

These buried inconsistent statements in no way cure the contradictory oral misrepresentations that Defendants make during their sales calls.²⁸

B. Defendants' High-Pressure Tactics and Unfair Contracts

Once Defendants have convinced consumers to enroll, they typically email them a link to the aforementioned sales contract—a ten-page, densely worded jumble of confusing provisions that consumers sign electronically.²⁹ The contract is usually pre-filled with consumers' personal information.³⁰ Defendants' telemarketers often remain on the phone with consumers while they open the contract, instructing them to click through the prompts to esign multiple pages.³¹ Some consumers access the contract from their cellphones (making it nearly impossible to decipher the fine-print text), many report feeling rushed through the process, and few if any are actually able to

[&]quot;disclaimer" at the bottom of their website landing page. This disclaimer was absent when the FTC first captured the page in September 2023, see <u>PX18</u> at 7–18, Att. A, but it was present when the page was re-captured in December 2023, see <u>PX18</u> at 33–34, Att. C. This disclaimer is so miniscule and hidden that it is functionally illegible, rendering it inadequate to absolve Defendants from liability. See infra note 28.

²⁸ See FTC v. On Point Capital Partners LLC, 17 F.4th 1066, 1080 (11th Cir. 2021) (disclaimers are not adequate to avoid liability when they are "too small or too vague to dispel the misrepresentations otherwise created").

²⁹ See <u>PX19</u> at 162–71, Att. J.

³⁰ See, e.g., <u>PX19</u> at 148–49, Att. I.

³¹ See, e.g., <u>PX4</u> at 3, ¶ 10 (signed "electronically from my phone while still on the line with [the telemarketer]"); <u>PX9</u> at 2, ¶ 8 ("the representative insisted that I sign the document while we were still on the phone and even directed me to the portions of the document that required my electronic signature"); <u>PX2</u> at 8, at ¶ 4 ("Ms. Garcia sent me an agreement via email to sign while we were on the phone. I did not have enough time to fully read the agreement"); <u>PX7</u> at 2, ¶ 6 (signed without reading while still on the phone with the company representative); <u>PX10</u> at 2, ¶ 5 (same); see also <u>PX19</u> at 149, Att. I (telemarketer said she would "send [the undercover caller] the service agreement, we sign it on the phone, and then I send you all the other documents that we're going to need" (emphasis added)).

read the contract terms.³² What's more, even though Defendants often target consumers in Puerto Rico, including substantial numbers of Spanishspeaking consumers who engage with Defendants' telemarketers exclusively in Spanish,³³ Defendants only ever provide an English-language version of the contract.³⁴ This places Spanish-speaking consumers at a unique disadvantage by purporting to bind them to terms they cannot read and foreclosing the possibility that they might learn the truth about Defendants' services by revisiting the contract after the sale.

C. Defendants' Reliance on Fake Reviews and Testimonials

To counteract a growing chorus of negative feedback from consumers,³⁵

Defendants post fake testimonials and reviews on their website and social

media pages, and on third-party consumer review platforms. Purported

customer testimonials feature stock photos,³⁶ and several describe debt relief

³² See, e.g., <u>PX1</u> at 3, ¶ 12 (did not read before signing and felt "rushed through the process"); <u>PX13</u> at 2, ¶ 8 (telemarketer "told me that I needed to sign the contract quickly to get started"); <u>PX4</u> at 3, ¶ 10 ("I signed the documents in a rush without really reading them, all while still on the phone with Mr. Rodriguez.").

³³ See <u>PX16</u> at 6, ¶ 17(e) (29.43% of Defendants' outbound calls were placed to numbers with Puerto Rico area codes); <u>PX17</u> at 2, ¶ 5 (most Spanish-speaking consumers interviewed by FTC resided in Puerto Rico); <u>PX19</u> at 6, ¶ 13(c) (43.2% of complaints on Consumer Sentinel—many in Spanish—come from consumers residing in Puerto Rico).
³⁴ See <u>PX17</u> at 2–8, ¶¶ 6–7 (when interviewed by FTC staff, Spanish-speaking consumers reported that USASDR provided only an English-language contract despite conducting sales calls and follow-up communications in Spanish); see also <u>PX7</u> at 2, ¶ 6 ("The company representative had been speaking to me in Spanish, but the contract I received via email was in English. . . . I am much more comfortable reading legal documents in Spanish.").
³⁵ See <u>PX19</u> at 6, ¶ 13 (370 consumer complaints collected in the Consumer Sentinel database, with 332 submitted in 2022 or later); <u>PX14</u> at 7, ¶ 15 (23 consumer complaints filed with the BBB between April 2021 and March 2024).

³⁶ See <u>PX19</u> at 11–12, ¶ 30 (tracing images in purported testimonials to stock photos).

scenarios unattainable under any IDR plan.³⁷ Purported reviews featured on Defendants' website have been attributed to Defendants' family members.³⁸ Defendants have themselves posted or caused others to post fake positive reviews on USASDR's BBB³⁹ and Facebook⁴⁰ profiles, and USASDR's profiles on Google and Trustpilot have accumulated suspicious five-star reviews.⁴¹

II. The Defendants

Defendants are three individuals—Douglas Goodman, his wife Doris Gallon-Goodman, and her son Juan Sebastian Rojas—and the two corporate entities they own and operate, Start Connecting LLC⁴² and Start Connecting SAS.⁴³ Together, these entities do business under the name USA Student

³⁷ See PX19 at 209–10, Att. O (purported five-star reviews from "Ana Rojas" and "Jorge Florez" posted on USASDR's social media describe locking in permanently reduced monthly payments for the entire repayment term—an impossible outcome under any IDR plan). ³⁸ See <u>PX19</u> at 342, Att. AA (July 2021 capture of USASDR's website featured fake five-star reviews from Defendant Gallon-Goodman's daughter, Luisa Rojas, and the daughter's thenhusband, Patrick Field, neither of whom are actual USASDR customers). ³⁹ See PX19 at 17–19, ¶ 41 (the BBB's algorithm rejected five-star reviews submitted from a USASDR-associated IP address and by Gallon-Goodman's then-son-in-law, Patrick Field, after determining that both were likely fake, but a fake review from a different associate of the family evaded detection and was posted). This suggests that other positive reviews—on the BBB and elsewhere—are fabricated by Defendants and their associates. ⁴⁰ See <u>PX19</u> at 12–13, ¶¶ 32–33 (fake positive reviews on USASDR's Facebook page from Defendant Goodman's son, Defendant Gallon-Goodman's daughter, and one of the daughter's friends, none of whom are actual USASDR customers). ⁴¹ See PX19 at 19–20, ¶ 42 (noting suspicious pattern of similar-sounding positive reviews posted across multiple platforms); see also PX19 at 245–63, Att. W (multiple positive Trustpilot reviews posted from "CO" (Colombia)); PX19 at 264-76, Att. X (all 5-star Google

reviews except one were left by posters with only one review; all were short and generic). ⁴² Start Connecting LLC is a Florida limited liability company created in 2019 by Defendant Douglas Goodman. See <u>PX19</u> at 51–52, Att. A. Its principal place of business is 1412 Pine Bay Drive, Sarasota, FL 34231, which is a single-family home shared by Douglas Goodman and Doris Gallon-Goodman. See <u>PX19</u> at 4, ¶ 8; <u>PX19</u> at 57, Att. F.

⁴³ Start Connecting SAS is a Colombia corporation whose principal place of business is Calle 16 6 Rte 21, Of. 301 & 401, Cali, Colombia. *See* <u>PX19</u> at 3, ¶ 7(a); <u>PX19</u> at 186, Att. M.

Debt Relief. Defendants Goodman, Gallon-Goodman, and Rojas are the current members of Defendant Start Connecting LLC.⁴⁴ Goodman is its president and majority owner, while Gallon-Goodman handles the finances.⁴⁵ In addition to being an authorized member of the LLC, Rojas is the CEO of Start Connecting SAS and manages the telemarketing operation from Colombia.⁴⁶ Since 2019, the individual Defendants have allocated themselves more than \$1.3 million in proceeds from their debt relief scheme.⁴⁷

The corporate Defendants, which Defendant Goodman has described as "sister compan[ies],"⁴⁸ operate as a common enterprise. Under the FTC Act, "integrated business entities" can be held jointly and severally liable for each other's actions through the "common enterprise doctrine," including where they "operate[] under common control, share[] office space and employees, commingle[] funds, and coordinate[] advertising."⁴⁹ On Point, 17 F.4th at 1081–82. Start Connecting SAS and Start Connecting LLC hold themselves out as "USA Student Debt Relief." Start Connecting SAS runs the telemarketing operation from its Colombia-based call center,⁵⁰ while Start

⁴⁴ See <u>PX19</u> at 54, Att. C.

⁴⁵ See <u>PX19</u> at 24, 49, ¶¶ 56, 134; <u>PX19</u> at 394, 404, Atts. LL, NN; <u>PX14</u> at 18, Att. B.

⁴⁶ See <u>PX19</u> at 3, 25, 49, ¶ 7(c), 59, 134; <u>PX14</u> at 18, Att. B.

⁴⁷ See <u>PX19</u> at 42, ¶ 118 (Start Connecting LLC's bank records showing \$1,315,889.05 in transfers to the individual Defendants through bank transfers, checks, and withdrawals). ⁴⁸ <u>PX19</u> at 400, Att. MM.

⁴⁹ A common enterprise can involve a combination of foreign and domestic entities. *See, e.g.*, *FTC v. Hardwire Interactive, Inc.*, 765 F. App'x 184, 185 (9th Cir. 2019).

⁵⁰ Telemarketers employed by Start Connecting SAS identify themselves to consumers as

Connecting LLC collects consumers' payments,⁵¹ pays business expenses,⁵² and handles the operation's administrative and legal matters.⁵³ Both share Juan Rojas as a principal officer, claim to work out of the same Sarasota residence,⁵⁴ and commingle the funds used to bankroll the operation in Start Connecting LLC's bank accounts.⁵⁵ Because the corporate Defendants operate as a common enterprise, they are jointly and severally liable.

III. The FTC Meets the Standard for Preliminary Injunctive Relief

Immediate preliminary injunctive relief is necessary to halt

Defendants' student loan debt relief scheme. "For the FTC to obtain

injunctive relief, it must show that (1) it is likely to succeed the merits, and

(2) injunctive relief is in the public interest."⁵⁶ FTC v. IAB Mktg. Assocs., LP,

employees of "USA Student Debt Relief" in Florida. *See, e.g.*, <u>PX19</u> at 154, Att. I (Undercover Caller: "Where are you located?" Telemarketer: "We are located in Sarasota, Florida."). Emails sent to consumers by Colombia-based telemarketers list the Sarasota address as their business location, *see, e.g.*, <u>PX1</u> at 27, Att. D; <u>PX2</u> at 27, Att. B; <u>PX3</u> at 62, Att. K, <u>PX19</u> at 161, Att. J, as does the form contract that those telemarketers send to consumers, *see* <u>PX19</u> at 162, 164, 166, 167, 168, 169, 170, 171, Att. J.

⁵¹ The Florida LLC maintains accounts with a rotating cast of payment processors that process payments from consumers using credit and debit card information gathered by the Colombia-based telemarketers. See PX19 at 21–26, $\P\P$ 44–64.

⁵² The Florida LLC maintains five corporate bank accounts across two domestic banks. See <u>PX19</u> at 27, 30, ¶¶ 66, 72. Consumer funds deposited into those accounts by payment processers are used to pay for the telemarketing platform and other telecom services, website hosting, leads, payroll, and business expenses in Colombia. See <u>PX19</u> at 31, 35–37, 42–43, ¶¶ 77 (processor deposits), 95–103 (Colombian expenses), 119 (vendor payments).
⁵³ See <u>PX14</u> at 4–6, 8, ¶¶ 9–12, 15–16 (Defendant Goodman seeking BBB accreditation for USASDR, including the Colombia-based telemarketing operation); <u>PX19</u> at 48–50, ¶¶ 132–35 (Defendant Goodman negotiating with state enforcers about USASDR's telemarketing).

⁵⁵ See supra note 52.

⁵⁶ "Unlike private litigants, the FTC need not demonstrate irreparable injury in order to

746 F.3d 1228, 1232 (11th Cir. 2014). The evidence of unlawful conduct presented here satisfies both elements.

A. The FTC Is Likely to Succeed on the Merits

1. Defendants Are Violating Multiple FTC-Enforced Laws

The FTC is likely to prevail on claims that Defendants' student loan debt relief scheme relies on misrepresentations made by telemarketers to obtain consumers' financial information, in violation of the FTC Act, 15 U.S.C. § 45(a)(1), the GLB Act, *id.* § 6821(a)(2), and the TSR, 16 C.F.R. § 310.3(a)(2). The FTC is also likely to show that Defendants engage in abusive telemarketing practices prohibited by the TSR, *id.* §§ 310.4, 310.8, and unfair practices toward Spanish-speaking consumers, 15 U.S.C. § 45.

To prove that Defendants have engaged in deceptive conduct in violation of the FTC Act, the FTC must show that (1) there was a representation, (2) the representation was likely to mislead customers acting reasonably under the circumstances, and (3) the representation was material. *On Point*, 17 F.4th at 1079. Here, Defendants make the misrepresentations described above and then use fake positive reviews and testimonials to

obtain injunctive relief." *IAB Mktg.*, 746 F.3d at 1232. Nevertheless, preliminary injunctive relief is also appropriate here under the non-statutory four-part test that private litigants must satisfy. *See Winter v. NRDC, Inc.*, 555 U.S. 7, 20 (2008). The FTC has shown a sufficient likelihood of irreparable harm, *see infra* Part IV.C, and the analysis here in Part III covers the other three elements of the *Winter* test.

reinforce these misrepresentations.⁵⁷ These representations are likely to mislead consumers acting reasonably under the circumstances, as confirmed by the steady stream of consumers confused about where their payments were going.⁵⁸ See FTC v. Am. Fin. Benefits, 2018 WL 11354861, at *8–9 (N.D. Cal. Nov. 29, 2018) (similar representations in a student loan debt relief scheme were "material and likely to mislead consumers acting reasonably under the circumstances").⁵⁹ Finally, these representations are "clearly material" because they "induc[e] consumers to purchase" Defendants' illusory debt relief services. On Point, 17 F.4th at 1080.⁶⁰ These representations also violate the TSR's prohibitions against deception by telemarketers, 16 C.F.R. § 310.3, and the GLB Act's prohibition against making "false, fictitious, or fraudulent" representations in an effort to obtain consumers' financial information, 15 U.S.C. § 6821(a)(2).⁶¹

The FTC is also likely to succeed on its claims that Defendants have engaged in abusive telemarketing practices prohibited by the TSR. From

⁵⁷ See supra Part I.A and C.

⁵⁸ See supra note 35; <u>PX19</u> at 6, ¶ 14(d).

⁵⁹ See also On Point, 17 F.4th at 1080 (defendants' "official-sounding website" was likely to mislead based on evidence of "hundreds" of consumer complaints); *FTC v. RCG Advances, LLC*, 2023 WL 6281138, at *4 (S.D.N.Y. Sept. 27, 2023) (false representations made expressly are presumed likely to mislead consumers).

⁶⁰ See also FTC v. Wash. Data Res., 856 F. Supp. 2d 1247, 1273 (S.D. Fla. 2012) ("An express claim used to induce the purchase of a service is presumed material."), *aff'd*, 704 F.3d 1323 (11th Cir. 2013).

⁶¹ Deceptive representations under Section 5 of the FTC Act are sufficient to establish analogous claims under the TSR and GLB Act. *See, e.g., Wash. Data*, 856 F. Supp. 2d at 1273 (TSR); *RCG Advances*, 2023 WL 6281138, at *10 (GLB Act).

their Colombian call center, Defendants have illegally blanketed the United States with over 140,000 outbound telemarketing calls to consumers on the DNC Registry without paying required Registry-access fees.⁶² Cf. 16 C.F.R. §§ 310.4(b)(1)(iii)(B), 310.8 (generally prohibiting calling consumers on the DNC Registry and requiring fees to access it). Once consumers agree to purchase Defendants' services, they must sign contracts unlawfully structured to collect an upfront enrollment fee and monthly payments regardless of whether any debt relief ever occurs.⁶³ Cf. id. § 310.4(a)(5) (prohibiting advance fees for debt relief services). Defendants have therefore engaged in multiple types of abusive telemarketing practices.

Finally, the FTC is likely to succeed on its Section 5 claim that Defendants have unfairly used English-language contracts with Spanishspeaking consumers despite conducting the sales calls in Spanish.⁶⁴ Defendants' conduct meets the FTC Act's standard for unfairness: Using an English-language contract that monolingual Spanish speakers cannot understand causes "substantial injury" because the purportedly binding document contains key terms that Defendants do not mention or

 $^{^{62}}$ See supra note 2.

⁶³ See, e.g., <u>PX19</u> at 165, Att. J (USASDR's form contract requiring consumers to immediately start paying fees regardless of whether any debt relief is ever achieved).
⁶⁴ See supra notes 33–34.

misrepresent during the sales pitch.⁶⁵ 15 U.S.C. § 45(n). Moreover, monolingual Spanish-speaking consumers cannot avoid the injury because they do not understand the contract, and the practice has no "countervailing benefits to consumers or competition." *Id*.

In sum, the FTC has presented sufficient evidence to show that it is likely to succeed on the merits of all claims asserted in its complaint.

2. The Individual Defendants Are Individually Liable

Defendants Goodman, Gallon-Goodman, and Rojas are individually liable for USASDR's misconduct. "For an individual to be responsible under the [FTC Act] for the wrongdoings of a corporation, the FTC must show [1] that the individual had some knowledge of the practices and [2] that the individual either participated directly in the practice or acts or had the authority to control them." *On Point*, 17 F.4th at 1083 (internal quotation marks omitted). All three Defendants have knowledge of USA Student Debt Relief's practices because they participate directly and substantially in the family enterprise: Defendant Goodman coordinates with banks, payment processors, and regulators,⁶⁶ Defendant Gallon-Goodman handles accounting

⁶⁵ A court in this District recently concluded that the FTC was likely to succeed on the merits of an analogous Section 5 unfairness claim challenging a similar mismatch in language. *See* <u>TRO</u> § III.F, ECF 11, *FTC v. Vision Online, Inc.*, Case No. 6:23-cv-1041-WWB-DCI (M.D. Fla. June 7, 2023).

⁶⁶ See, e.g., <u>PX19</u> at 21–26, 28, 30, 44, 49, $\P\P$ 44–64, 67, 73, 120, 134 (Defendant Goodman, as USASDR's president and majority owner, handling relationships with payment

and finances,⁶⁷ and Defendant Rojas owns and operates the Colombian call center.⁶⁸ Additionally, all Defendants serve as authorized LLC members and officers capable of controlling the activities of the enterprise.⁶⁹ This evidence easily establishes individual liability.

B. The Equities Tip Decidedly in the FTC's Favor

Once the FTC has shown a likelihood of success on the merits, the Court must balance the equities, giving far greater weight to the public interest than Defendants' private concerns. *See, e.g., FTC v. Affordable Media, LLC,* 179 F.3d 1228, 1236 (9th Cir. 1999). The public interest in "enjoining conduct that violates the FTC Act" and "preserving assets that may be used for restitution to victims who have suffered financial losses" is "compelling and entitled to great weight." *FTC v. World Patent Mktg., Inc.,* 2017 WL 3508639, at *16 (S.D. Fla. Aug. 16, 2017). Defendants, by contrast, have no legitimate interest in continuing to scam consumers or violate the

processors and vendors and serving as a signatory on all domestic bank accounts); <u>PX14</u> at 8, ¶ 16 (Defendant Goodman identified as responding to most consumer complaints submitted to the BBB); *see supra* note 53 (Defendant Goodman handling BBB accreditation and state enforcement actions on behalf of USASDR).

⁶⁷ See, e.g., <u>PX19</u> at 24, 49, 336, 399, ¶¶ 56, 134, Atts. AA, MM (Defendant Gallon-Goodman identified to Cliq (a payment processor) as having a 20% ownership stake in USASDR, and identified to a state enforcer as the principal in charge of handling USASDR's finances); <u>PX14</u> at 18 (Defendant Goodman stating to the BBB that Defendant Gallon-Goodman "[l]eads with managing the company's finances").

⁶⁸ See, e.g., <u>PX19</u> at 22, 24–25, 49, 305–12, 330–33, 347–56, 399, ¶¶ 48, 53, 59, 134, Atts. Y–AA, MM (Defendant Rojas dealing with payment processors and being described by Defendant Goodman as managing USASDR's call center); <u>PX19</u> at 3, ¶ 7(c) (Defendant Rojas serving as the CEO of Defendant Start Connecting SAS); <u>PX14</u> at 8, ¶ 16 (Defendant Rojas handling some BBB complaints).

⁶⁹ See <u>PX19</u> at 54, Att. C.

law. See id. The equities therefore heavily favor granting this motion.

IV. The Relief Requested in the Proposed TRO Is Appropriate

A. The FTC Act Authorizes All of the Requested Relief

The FTC brings this action under both Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b), 57b, which together authorize injunctive and monetary relief for violations of FTC-enforced laws.⁷⁰ While Section 19 provides "broad authority" for "preliminary measures like an asset freeze or a receivership," Section 13(b) supports preliminary injunctive relief to halt unlawful conduct. *FTC v. Simple Health Plans LLC*, 58 F.4th 1322, 1330 (11th Cir. 2023). Sections 13(b) and 19 together authorize all of the relief sought in the proposed TRO. In recent cases brought under Sections 13(b) and 19, courts in this District have granted substantially similar TROs.⁷¹

B. The TRO Should Include All of the Requested Relief

The FTC's proposed TRO—which would prohibit Defendants from engaging in the unlawful conduct challenged in the complaint, preserve assets and evidence, and impose a temporary receivership—lies well within

⁷⁰ See 15 U.S.C. §§ 53(b) (expressly authorizing issuance of a TRO and preliminary and permanent injunctions "to enjoin any . . . act or practice" that violates FTC-enforced laws), 57b(b) (authorizing "such relief as the court finds necessary to redress injury to consumers," including "the refund of money or return of property" and "the payment of damages").
⁷¹ See Nash Rule 65 Decl. ¶ 11 (collecting a series of recent, analogous FTC consumer fraud cases in this District where courts have granted similar TROs). Other district courts have granted such relief in similar student loan debt relief cases. See, e.g., Order, ECF 29, FTC v. Panda Benefit Servs., LLC, Case No. 8:24-cv-1386 (C.D. Cal. June 24, 2024); Order, ECF 20, FTC v. Intercont'l Sols. LLC, Case No. 23-cv-1495 (C.D. Cal. Aug. 16, 2023); Order, ECF 32, FTC v. BCO Consulting Servs. Inc., Case No. 23-cv-699 (C.D. Cal. May 3, 2023).

this Court's authority and is fully supported by the evidence.

The proposed TRO includes conduct prohibitions to ensure Defendants do not continue engaging in deceptive, unfair, and unlawful practices. Preliminary injunctive relief in FTC cases can include provisions halting "materially misleading" and otherwise unlawful conduct to prevent ongoing harm. *On Point*, 17 F.4th at 1080; *accord Simple Health*, 58 F.4th at 1330.⁷²

An asset freeze is also necessary here given the magnitude of consumer injury and the dissipation of assets. "The FTC's burden of proof in the assetfreeze context is relatively light." *IAB Mktg.*, 746 F.3d at 1234. In the past three years alone, Defendants have taken more than \$6.4 million from consumers and then moved millions of dollars overseas to Colombia and into their family's pockets.⁷³ Freezing Defendants' assets wherever they are held is "necessary to preserve funds for a future monetary judgment" and avoid further dissipation. *Simple Health*, 58 F.4th at 1330.⁷⁴ Relatedly, the proposed TRO also properly provides for expedited discovery and preservation of asset-related documents.

⁷² Because the foreign Defendants purposefully cause "reasonably foreseeable injury" to U.S. consumers, the proposed TRO prohibits Defendants' unlawful conduct regardless of where the conduct originated. 15 U.S.C. § 45(a)(4)(A); *see Hardwire*, 765 F. App'x at 185. ⁷³ See <u>PX19</u> at 31–32, 37, 42, ¶¶ 81–82, 103, 118 (showing that USASDR has netted \$6,470,628.58 from consumers (less chargebacks) between July 2021 and December 2023; wired \$3,695,573.24 to Colombia between April 2019 and January 2024; and distributed \$1,745,813.05 to themselves or family members between February 2019 and January 2024). ⁷⁴ See also Hardwire, 765 F. App'x at 186 (affirming a preliminary order freezing "foreign assets" given "the frequent movement of funds throughout the world").

The proposed TRO includes a temporary receivership over Defendants Start Connecting LLC and Start Connecting SAS, along with any other related entity. "Our law has long recognized the need for the appointment of a receiver in appropriate cases to preserve and protect property at issue pending its final disposition." *Simple Health*, 58 F.4th at 1329 (internal quotation marks omitted). A receiver can ensure "that further [law] violations w[ill] not occur" and that Defendants will not "continue to profit from the[ir] deceptions." *FTC v. Pukke*, 53 F.4th 80, 108 (4th Cir. 2022) (affirming a receivership covering both domestic and foreign entities). A receiver would also preserve the possibility of effective final relief by effectuating immediate turnover of Defendants' records, facilitating repatriation from Colombia, and independently reporting on Defendants' activities.

C. The TRO Should Be Issued *Ex Parte*

As in prior FTC cases in this District,⁷⁵ the requested TRO should be issued *ex parte* to prevent Defendants from dissipating assets or destroying evidence. *Ex parte* relief is appropriate where, like here, immediate and irreparable injury, loss, or damage will occur before the defendants can be heard in opposition. *See* Fed. R. Civ. P. 65(b); *see also AT&T Broadband v*. *Tech Commc'ns, Inc.*, 381 F.3d 1309, 1319 (11th Cir. 2004).

 $^{^{75}}$ See Nash Rule 65 Decl. \P 11.

The FTC's long experience pursuing consumer fraud cases and the particular facts of this case both recommend proceeding *ex parte*. FTC counsel's Rule 65(b)(1) declaration describes analogous cases where similarly situated FTC defendants dissipated significant assets and evidence once alerted to the case against them.⁷⁶ Moreover, because much of Defendants' debt relief scheme is based in Colombia, Defendants have ready means to quickly offshore evidence and assets currently in this District (and have, in fact, already moved nearly half of their ill-gotten gains to Colombia). Defendants have also persisted in their scheme despite numerous consumer complaints and two state enforcement actions,⁷⁷ suggesting that they may well defy this Court's orders. To ensure Defendants cannot take steps that could "render fruitless the further prosecution of the action," the TRO should issue *ex parte. AT&T*, 381 F.3d at 1319 (internal quotation marks omitted).

V. Conclusion

For all the foregoing reasons, the FTC respectfully requests that this Court proceed on an *ex parte* and emergency basis to issue the attached proposed TRO, along with an order for Defendants to show cause why a preliminary injunction should not issue.

⁷⁶ See Nash Rule 65 Decl. ¶¶ 9–10.

⁷⁷ See <u>Pet. for Order Approving Discontinuance</u>, In re Start Connecting LLC (Minn. Dist. Ct. filed Dec. 18, 2023); <u>Consent Order</u>, Cal. Comm'r of Fin. Prot. & Innovation v. Start Connecting LLC (Cal. Dep't Fin. Prot. & Innovation filed Nov. 9, 2023).

Dated: July 9, 2024

Respectfully submitted,

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Attorneys for Plaintiff FEDERAL TRADE COMMISSION Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 1 of 341 PageID 80

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA TAMPA DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

Case No. _____

VOLUME I

START CONNECTING LLC, et al.,

Defendants.

CONSUMER DECLARATIONS

EXHIBITS SUPPORTING PLAINTIFF'S *EX PARTE* MOTION FOR TEMPORARY RESTRAINING ORDER WITH ASSET FREEZE, APPOINTMENT OF A TEMPORARY RECEIVER, OTHER EQUITABLE RELIEF, AND ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE

VOLUME I OF III

Consumer Declarations	
PX01	Declaration of Logan Buttel
PX02	Declaration of Jamilet Columna Diaz (Spanish & English)
PX03	Declaration of Kristan Goldsmith
PX04	Declaration of Cheryl Hedrick
PX05	Declaration of Ingrid McPherson
PX06	Declaration of Camelia Morales
PX07	Declaration of Beatriz Rodriguez
PX08	Declaration of Ryan Schuller
PX09	Declaration of Casey Sonier
PX10	Declaration of Linsey Tindle
PX11	Declaration of Adrian Unda
PX12	Declaration of Emily White
PX13	Declaration of Marquine Williams

FTC v. Start Connecting LLC et al. Exhibits to Emergency TRO Motion

<u>PX1</u>

Declaration of Logan Buttel

Volume I

DECLARATION OF LOGAN BUTTEL PURSUANT TO 28 U.S.C. § 1746

I, Logan Buttel, hereby declare as follows:

1. My name is Logan Buttel. I live in Wichita, Kansas, and I am over 18 years of age. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I could and would competently testify to these same facts.

2. Between 2021 and 2022, I took out approximately \$13,000 in federal student loans to pay for my HVAC technician certification. My loans were issued by the U.S. Department of Education. Because I took out my loans during the payment pause instituted in response to the COVID-19 pandemic, I was not required to start making payments until student loan repayment started up again in 2023.

3. When it came time to start repaying my loans, I could not afford the monthly payments. My loans are serviced by MOHELA, so in late November of 2023 I contacted MOHELA and submitted a request to enroll in an income-driven repayment plan.

4. A few days later, on or about December 4, 2023, I received a call from a woman named Valerie Griffin from the phone number 941-282-3534. Ms. Griffin said that USA Student Debt Relief had received my information and that she was contacting me to evaluate how much of my student loan debt could be forgiven.

5. I had never heard of USA Student Debt Relief before, and as far as I know I had not given them my contact information or requested that they call me. But because I had submitted an income-driven repayment application to MOHELA just a few days prior, I assumed that USA Student Debt Relief must be associated with MOHELA and that my application had somehow triggered Ms. Griffin's call.

6. During that initial phone call, Ms. Griffin already seemed to know a lot about me, including my name, date of birth, address, phone number, and email. This reinforced my impression that she was affiliated with my loan servicer.

7. Ms. Griffin then asked me to verify my Social Security number. To me, this implied that she already had my Social Security number and was simply trying to confirm my identity, so I told her my Social Security number over the phone.

8. Ms. Griffin asked me to confirm my Federal Student Aid (FSA) username and told me that the system was going to send me a code to confirm that it was me. I received a code via text message and read it to her aloud. Ms. Griffin told me that my information was not pulling up and said that we would have to do it again. I received another code, which I again provided to Ms. Griffin. A true and accurate screenshot of the codes I received via text message is attached as <u>Exhibit A</u>. I later realized that Ms. Griffin had used these codes not to confirm my identity, but to access my StudentAid.gov account without my knowledge or consent.

9. Ms. Griffin then reviewed my loan information with me over the phone. (Because I believed that she was affiliated with my loan servicer, it did not concern me at the time that she had access to all my loan information.) After inputting my information into her system, Ms. Griffin told me that USA Student Debt Relief could enroll me in the "SAVE Plan Program," which would forgive \$10,644 of my \$13,065 outstanding loan balance. All I needed to do was make six monthly payments of \$135 each to USA Student Debt Relief. After I finished making the \$135 payments, the monthly payment toward my loans would drop to \$9/month for the next 179 months and the entire remaining balance on my loans would be forgiven. I had heard about the SAVE Plan a few days before when requesting income-driven repayment from MOHELA, so I felt reassured that USA Student Debt Relief was a legitimate operation.

The way that Ms. Griffin described the program made it sound like this
 forgiveness was guaranteed—all I needed to do was make the monthly payments to USA Student
 Debt Relief (although she warned that if I missed a payment, the forgiveness would be forfeited).
 Ms. Griffin instructed that I would no longer need to make payments to MOHELA because USA
 Student Debt Relief would handle everything on my behalf.

11. Ms. Griffin requested that I provide her with my credit card information over the phone, and I did so. She then emailed me two different documents to sign electronically. The first document was a contract. True and accurate copies of that contract are attached as <u>Exhibit</u> <u>B</u>, with my sensitive personal information redacted. The second document was a partially filled-out Department of Education form labeled "General Forbearance Request." True and accurate copies of that document are attached as <u>Exhibit C</u>, with my sensitive personal information redacted. I do not remember the topic of forbearance ever coming up during my phone call with Ms. Griffin, so I am not sure why she sent the forbearance request document to me or what she was planning to do with it after I signed.

12. I signed both documents electronically from my phone while still on the line with Ms. Griffin. I did not read either document before signing because I was at work at the time and did not want to get in trouble for spending too much time on the phone. I definitely felt rushed through the process.

Ms. Griffin told me that my first \$135 payment would be processed the following
 Friday, December 8, 2023.

14. After my phone call with Ms. Griffin, I began to worry that the repayment plan she had outlined seemed too good to be true. I called Ms. Griffin back later that same day hoping to ask some follow-up questions, and she answered. I asked her to clarify where exactly my

payments would go. She explained that the initial six initial payments of \$135 were an enrollment fee to USA Student Debt Relief in exchange for them obtaining forgiveness of my loans, and that the \$9 payments after that would be applied to my loan. She confirmed that once I had paid the enrollment fee, my monthly loan payments would drop to \$9 and the \$10,000+ remaining loan balance would be forgiven in full. Ms. Griffin sounded confident and professional, and I felt reassured by our conversation.

15. That same day, I received an email from someone named Andrew Costa with the subject line "DOCUMENTS REQUIRED TO VERIFY INCOME FOR STUDENT LOAN FORGIVENESS – USA SUDENT DEBT RELIEF" [*sic*]. Mr. Costa asked me to submit proof of income. In response, I sent him a copy of my 2021 tax return.

16. I next heard from USA Student Debt Relief on December 8, 2023, when Ms. Griffin called me to say that they had tried to charge my credit card but that the payment had not gone through. She asked me if I wanted them to run the card again. I asked to postpone the payment until the following week. Ms. Griffin agreed to hold off on attempting to charge my card again until Friday, December 15, 2023, but she noted that USA Student Debt Relief would not be able to take any action to pursue loan forgiveness until I made the first payment.

17. On December 11, 2023, I received a follow-up email from Mr. Costa, this time stating that USA Student Debt Relief needed a copy of my 2022 tax return rather than the 2021 tax return I had previously sent. A true and accurate copy of this email is attached as <u>Exhibit D</u>. (Note that the email included an excerpt of my 2021 tax return, from which my sensitive information has redacted.) I did not respond. By that point, I was again having doubts about the legitimacy of the company. I looked them up online and read numerous reviews from people

who described being sold fake loan forgiveness programs that sounded similar to the one Ms.

Griffin had pitched to me. I realized that I had most likely been scammed.

On December 15, 2023, I filed a complaint with the Better Business Bureau 18.

("BBB") against USA Student Debt Relief. My complaint read:

This company is falsely claiming that they will resolve student debt relief. Their employees/reps have you sign documents to look as if what they are saying is legit when in reality it's a scam. Found that any money us students pay in to this company is not reflected on our tuition owed.

Fortunately, USA Student Debt Relief never managed to charge my credit card, 19.

and I got wise to the scam before I paid the company any money. For that reason, I chose not to further pursue my BBB complaint. But if I had known that USA Student Debt Relief was not affiliated with my loan servicer and could not guarantee low monthly payments or the discharge of most of my loans, I never would have engaged with them in the first place.

I state under penalty of perjury that the foregoing statement is true and correct.

Executed on Feb (1th , 2024.

Logan Butt



FSA: Your FSA ID temporary secure code is <u>329259</u>. Enter this online within 30 minutes to continue account

recovery. Do not share this code.

Mon. Dec.4 at 10:03 AM

FSA: Your FSA ID temporary secure code is 746180. Enter this online within 30 minutes to continue account recovery. Do not share this code.

Federal Student Aid: Your secure code is 303461. Do not share this code with anyone. We will never contact you to ask for it.

> The sender is not in your contact list. Report Junk

Text Message

PLEASE COMPLETE THE FOLLOWING FORMS AND RETURN THEM TO USA STUDENT DEBT RELIEF IMMEDIATELY



Toll Free Phone (877) 871- 6116 Mailing Address: USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL 34231

1412 Pine Bay Drive · Sarasota, FL, 34231 · (877)-871-6116 ·

Toll Free Phone

Buttel Attachment B, page 1 of 11

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CREDIT CARD TRANSACTION FORM

SERVICE AGREEMENT CLIENT VERIFICATION

		SECTIONA: BO	RROWERINFOR	MATION		
Borrower's Name (First an	d Last Name)					
Logan A Buttel						
Social Security Number	Cell Number	DOB (mm/dd/yyyy)	Present Address	(street, city, sta	ate, ZIP	
					Wichita, KS	
Gross Annual Income		USA Student Debt Relief F	The Number	Tax Filing	g Status	
\$58,000.00		E146402		Head	of Household	
		SECTION B. SERVICE LO	DAN QUALIFICATION			
Program Type	Current or Pasi Due	Approx Weight	ted Interest Rate	Арргох	Monthly Payment /	pprox/Ventied Balance
Repay As You Earn		2.88		\$0.	00	\$NaN
		SECTION	C: COST FOR SER	VICE		
Total Consolidate	d Balance:	13065.0000	Program En	olment:	\$711.00	
One-Time Se	t-Up Cost:	\$99.00	Monthly Mor	itoring:	\$9.00	
	· · · · · · · · · · · · · · · · · · ·	ect to change upon DOE certification of in	ncome and loan balances: 10	0% Money Back	Guarantee of the Program Enrollmen	nt if the DOE rejects application
		SECTION D: PAYM	ENT INFORMATION			
Name on Card			Name of C	ard (Mastercan	d, Visa, American Express, Dis	cover Card)
Logan A Buttel			1			
Credit Card Number			Expiration	Date (mm/yy)	CW Sea	unity Code
				-		
Billing Address (street, cit	y, state, ZIP)				Enrollment Fee Paid By	Monthly Monitoring Paid b
	Wichita, H	s			12/8/2023	6/8/2024
		SEC	TION E: SIGNATURE			
Printed Name:	ogan A Buttel					
1	12		1	2/04/2023		
Signature:	/		Date:			
By slaning a	bove: I hereby	authorize USA Student De	bt Relief (COMPA	NY) to initi	ate credit entries to my	(our) Credit card
		ictioned to debit the accou				
		stablished with, also identif				
		rom me (or person(s) repre				
		riginal agreement, to offer				

Pine Bay Drive · Sarasota, FL 34231 · (877)-871-5116 ·

Toll Free Phone

DEBT RELIEF

Buttel Attachment B, page 2 of 11

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TRANSACTION SCHEDULE

INVOICE



ILL TO: Logan A Buttel Wichita, KS		PAY ABLE TO: USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL, 34231 Phone:877-871-6116		
QUANTITY	PRODUCTS & SERVICES	TRANSACTION DATE	AMOUNT	
	Program Enrollment			
6	(One time fee to be parted into 6 payments)	12/8/2023	\$810.00	
	1 of 6	12/8/2023	\$135.00	
	2 of 6	1/8/2024	\$135.00	
	3 of 6	2/8/2024	\$135.00	
	4 of 6	3/8/2024	\$135.00	
	5 of 6	4/8/2024	\$135.00	
	6 of 6	5/8/2024	\$135.00	

6/8/2024

\$9.00

The signature(s) provided below on this Complete Payment Authorization and Schedule Form authorizes payment on services rendered by USA Student Debt Relief (COMPANY). COMPANY is authorized to charge my account (listed in Section D on the Service Agreement Client Verification) in the amount listed above for the products/services that are outlined and enclosed in the Invoice and agreement. I have discussed and understood the products/services in the invoice and agreement provided by COMPANY and recognizes these as the product/services provided by COMPANY. In the case of returned payment and /or chargeback, I (we) understand and accept that a fee will be applied and charged to my (out) account

Borrower Signature

12/04/2023

Date

Co-Borrower Signature

Date

Buttel Attachment B, page 3 of 11

STUDENT LOAN CONSOLIDATION AND REPAYMENT PLAN SERVICES

This Student Loan Consolidation and Repayment Plan Services Agreement (hereinafter the "Agreement") is made and entered into, on the date indicated below, between USA Student Debt Relief, a Florida Corporation ("Company") and Client (as stated on Service Agreement Client Verification Page), hereinafter referred to as ("Client") residing at address on Service Agreement Client Verification Page.

WHEREAS, the Company is in the business of arranging and processing Federal Student Loan Consolidation and Repayment Plan Applications through the US Department of Education ("DOE") for clients with qualifying Federal student Loans; and

WHEREAS, the Client wishes to employ Company to perform the following services ("Services"): (1) analyze Client's Federal Student Loan debt situation; (2) research potential debt restructuring or repayment options that are available to Client; (3) present Client with the results of such research; (4) prepare a Federal Student Loan Consolidation plan and application for Client; and optionally (5) continue to manage said repayment schedule on behalf of client by monitoring the file and providing the necessary paperwork to DOE or loan servicer on Client's behalf throughout the term of the loan to ensure that Client continues to receive the maximum benefits offered by the DOE program.

NOW, THEREFORE, in consolidation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1) SERVICES AND FEES

a) Services

Upon receipt of all information and verified documentation from Client and payment of the Enrollment Fee, Company will prepare the initial DOE paperwork and send said documents to Client for signature. Upon return of the signed documents to Company, the documents will be reviewed and processed for submission to the DOE. Company shall further monitor the application status with the DOE if Client elected such service on the Service Agreement/Client Verification form.

b) Fees for Services/Setup

There will be a one-time, non-refundable \$99 setup fee required to create client's account, including inputting client information, reviewing and researching available programs, and gathering of necessary documents. All processing of Client's account will begin the date that payment is accepted by Company. In exchange for services rendered by Company, Client agrees to pay to Company an Enrollment Fee of \$400. Said fee is to be paid as required on the attached Service Agreement Client Verification form. Company provides a 30 Day Full Satisfaction 100% money back guarantee of the Enrollment Fee only if the DOE rejects Client for a Federal Student Loan Consolidation or Repayment Plan. Notwithstanding anything herein to the contrary, upon expiration of the cancellation period as identified in this Service Agreement, there are no refunds or prorated refunds thereafter.

c) Payment and Processing Fees

Client hereby authorizes Company to deduct all payments due according to this contract from the financial institution (as listed on Service Agreement Client Verification Page) or such other financial institution that may be used by Client. In the event of Client's default of the obligations herein, Client authorizes Company to debit Client's account for the full amount due under this agreement. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by Company to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until Company has received written notice from Client of its termination in such time and such manner as to afford Company a reasonable

Buttel Attachment B, page 4 of 11

Page 11 of 27 opportunity to act. A fee/payment (whether paid by debt or other means) that is not honored by Client's financial institution for any reason will be subject to a \$20 service fee, the amount of which may be debited from Client's account by Company. Client agrees to pay an additional \$15 fee monthly if Client fails to provide Company with a valid financial institution account for automatic debits at any point after Company begins the consolidation and servicing process.

d) Limited Money Back Guarantee

No refunds will be given after Company has provided DOE paperwork to Client by mail or electronic delivery, or if Client fails to continue the process after the signing of this document. Company will reimburse the Enrollment Fee Payment if, and only if, the Client fails to receive a Federal Student Loan Consolidation or repayment plan through the Department of Education after reasonable efforts by both parties and is subject to the following conditions: (1) student loans that Client presents to Company are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted; (2) Client fully cooperates, is honest and timely in providing all information requested by Company and DOE; and (3) Client does not possess a characteristic that pursuant to DOE rules would disqualify Client from receiving a consolidation. All refund requests may be mailed to the following address: Attention: 1412 Pine Bay Drive, Sarasota FL 34231.

2) OBLIGATIONS OF COMPANY

Company's obligations are set forth in Section 1(a) hereinabove. Client hereby acknowledges that Company shall not be obligated to provide any services to Client other than those set forth above and in the Service Agreement Client Verification form. Subject to the terms and conditions of this Agreement, Company will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under this Agreement and applicable laws, to perform and fulfill all obligations to be performed and fulfilled under this Agreement.

3) OBLIGATIONS OF CLIENT

Client hereby affirms that Company has provided them with a counseling session with a Company Student Loan Counselor. Client acknowledges and warrants to Company that he / she/ they will, at all times, provide Company with information and documents that are complete, accurate, and true to the best of their knowledge and belief. The Client shall pay all sums due to the Company promptly and in accordance with the terms of this Agreement. Time shall be the essence in respect of the payment of all such sums. Client shall cooperate with Company and provide all reasonable assistance to Company in order to allow for Company to provide the Services hereunder. Client acknowledges that such cooperation and assistance is necessary to enable Company to perform the Services.

4) LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of Company, Company's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Company from Client pursuant to this Agreement.

5) RIGHT OF CLIENT TO CANCEL

a) Notice of Right to Cancel

Company provides Client with the right to cancel this Agreement, without cost to Client, within 30 business days of the date Client executes this Agreement. If Client cancel's this Agreement within the 30 day period, all funds paid by Client to Company (other than the non-refundable set

up fee) will be returned to Client. Upon expiration of the cancellation period, there will be no refunds other than those outlined in Section 1(d) herein.

b) Notice of Cancellation

If Client decides to cancel this Agreement, you may do so by notifying Company in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing the document.

Please email or mail to:

info@USAstudentdebtrelief.com

Mail: 1412 Pine Bay Drive, Sarasota FL 34231

If Client cancels via mail, Company must receive the above notice at the stated address, no later than midnight of the 30th business day, following the date of Client's execution of this Agreement. Sunday is not considered a business day. If Client emails a written notice to cancel; it must be delivered to the above email address in the same time-frame as mail.

6) INDEMNIFICATION

a) Client hereby agrees to defend and hold harmless Company from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representation and warranties herein contained. This Agreement constitutes the entire agreement between the parties. Company makes no warranty, express, or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against Company, its officers, directors, employees, agents, brokers, and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of Company or Client's failure to follow any recommendation of Company, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination.

7) CROSS-REFERENCES

All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

8) TIME IS OF THE ESSENCE

With every provision of this Agreement, time is of the essence. Once initial and pertinent paperwork has been received, processing will begin. Company will always perform services with efficient time management. Please be advised that Federal Student Loan Applications rely on the relevant lenders for prompt service and Company cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the Department of Education (DOE) is 90 days, the period of time required may be prolonged contingent on any services rendered by relevant lenders or DOE.

9) ELECTRONIC SIGNATURES

The parties mutually understand and agree that electronically signed signatures of this Agreement shall be deemed an original for all lawfully enforceable purposes. Client agrees, unless specifically requested otherwise, that by entering into transactions with Company, Client affirms consent to receive, in an electronic format, all information, copies of agreements and correspondence from Company and to also send information in an electronic format unless previously agreed upon in writing with Company. Client consents and agrees that Company may provide all disclosures, periodic statements, notices, receipts, modifications, amendments,

Buttel Attachment B, page 6 of 11

and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client reserves the right to receive a paper copy of any of these electronic records, if applicable law specifically requires Company to provide such documentation. Client's consent may be withdrawn at any time upon Company's receipt of such withdrawal. Withdrawal of consent will decrease the speed of completion of transactions and delivery. To inform Company of a decision to; withdraw consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update your information you may send an email to info@USAstudentdebtrelief,com; call us at: 1-877-871-6116, or mail a letter to the following address: USAstudentdebtrelief, 1412 Pine Bay Drive, Sarasota FL 3423.

10) COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11) NO TAX OR LEGAL ADVICE PROVIDED

Company and its agents do not and will not provide tax or legal advice. Client is advised to consult with a lawyer, accountant, or tax advisor regarding the tax and legal consequences of participation in any program.

12) THIRD PARTY AUTHORIZATION FORM

The attached Third Party Authorization Form will serve to acknowledge that Client has authorized Company to act on their behalf to review and prepare applications and perform the Services. Client hereby authorizes Company to verify all of Client's past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to perform services or process Clients Federal Student Loan Consolidation or Repayment Plan Application. It is understood that a copy of this form will also serve as authorization. The information Company obtains will only be used for the Services prescribed in this Agreement.

13) NOTICES AND CONSENT GIVEN

Company records and archives all incoming and outgoing telephone calls. Client hereby consents to such recordings and/or monitored phone calls for quality assurance purposes. Client understands that Company will need to contact Client for various servicing issues throughout the consolidation period and subsequent servicing timeframe, and Client consents to allow Company to contact Client via Client's e-mail address and any telephone numbers that Client has provided to Company. Client understands and consents that Company has the right to assign or sell Company's servicing portfolio, and that the assignee/buyer must be bound by all provisions of this Service Agreement between Client and Company.

14) COMPLAINT POLICY:

The Company's goal is to provide exceptional service to our clients. While every effort is taken to ensure we treat our clients in a fair, courteous, and honest manner, we are also subject to error. We believe that our clients have the right to voice their opinion and the right to have their complaints addressed. We also believe that a successful organization must be willing to evolve in order to meet the needs of its clients. Therefore, we have established a complaint process for clients who are unsatisfied with the service or treatment they receive. How to send in a complaint: In the event you are unsatisfied with our service, please direct your comment or complaint with the employee or team responsible. If the individual employee cannot resolve the matter, we will engage the relevant manager or director to try to resolve the matter. We will always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution provided, you may then notify our Compliance Officer in writing at:

E-mail address: info@USAStudentdebtrelief.com

Please include the following in your written correspondence. A clear description of the complaint and any suggestions you may have that would resolve your grievance. Details of any relevant information relating to any contacts you may previously have had with Company on this subject. Whether it is n original complaint, or a follow-up to a reply you were not satisfied with. Your complete contact information (including full postal address, telephone number, and e-mail address) and your date of birth (for verification purposes). The Company strives to resolve all complaints as quickly and efficiently as possible. Client can expect to receive a response from Company within 10 business days after submitting a complaint. If Client's case is particularly complex and cannot be resolved within 10 days, Company will provide Client with an estimated time in which to receive a response.

15) DISPUTE RESOLUTION; GOVERNING LAW; VENUE

This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Florida. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this Agreement or the transactions contemplated hereby must be brought either in the courts sitting in Sarasota County Florida, or in the United States District Court for the Central District of Florida in Tampa and by execution and delivery of the Agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

16) SEVER ABILITY

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect.

17) FORCE MAJEURE

Neither party shall be responsible or liable to the other party for delays or failures (including any delay by the Company to make progress in the provision of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of the United States Government and any of its agencies and branches.

18) HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for convenience only and shall not in any way affect the interpretation of the provisions of this Agreement.

CLIENT(S), BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHAGE FOR THE ENROLLMENT FEE PAYMENT FOR COMPANY'S SERVICES. COMPANY IS NOT A LENDER OR SERVICER OF ANY SORT, DURING THE PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE BENEFIT FROM THE SURVICES THAT COMPANY INTENDS TO PROVIDE HEREUNDER. CLIENT FURTHER ACKNOWLEDGES THAT COMPANY, AND/OR ANY OF ITS AGENTS HAVE PROVIDED NO GUARANTEES TO CLIENT OF A SPECIFIC OUTCOME, AND A POSITIVE OUTCOME CANNOT BE GUARANTEED. CLIENT HAS BEEN ADVISED THAT ALL INFORMATION REQUIRED FOR CONSOLIDATING OR QUALIFYING FOR A REPAYMENT PLAN FOR THEIR LOANDS AND/OR GARNISHMENT LOAN IS AVAILABLE TO THEM DIRECTLY AT NO COST THROUGH THE DEPARTMENT OF EDUCATION AND HAS DECODED ON THEIR OWN ACCORD TO PROCEED WITH THE SERVICES PROVIDED BY, AND THE ASSISTANCE OF, COMPANY. CLIENT UNDERSTANDS COMPANY DOES NOT OR WILL NOT PAY CLIENT STUDENT LOAN. COMPANY'S

Buttel Attachment B, page 8 of 11

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Page 15 of 27

SERVICES AND PROGRAM HAS BEEN EXPLAINED IN FULL AND TO CLIENT'S SATISFACTION. CLIENT IS FULLY AWARE AND UNDERSTANDS WHAT CLIENT IS ENROLLING IN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Agreed to and accepted by:

COMPANY

CLIENT

Printed Name: USA Student Debt Relief Printed Name: Logan A Buttel

THIRD PARTY AUTHORIZATION

TO: ANY AND ALL OF MY STUDENT LOAN CREDITORS:

I, hereby duly authorize, empower and appoint Company, its agents and representatives, permission to perform any acts necessary or convenient on my behalf, including but not limited to, the following:

1. Prepare, sign, and file any documents pertaining to my student loans with any governmental body or agency, represent me in all student loan matters including: negotiating, compromising, or settling any matters with said government agencies, and communicate on my behalf as I would were I present and acting with any and/or all of my federal student loan providers

2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, including but not limited to: the balance of my account, payment history verification of the account and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide Company is true and accurate.

3. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, to communicate directly with Company concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act. I further request that all of my lenders direct all further telephone calls to:

Company of 1412 Pine Bay Drive, Sarasota FL 34231; 1-877-871-6116. Any and all communications directed to me will be referred to Company and per my instruction lenders and servicers should only deal directly with Company. I understand that Company is not a law firm, is not licensed to practice law or provide legal advice, and that I will not request or accept, any legal advice from Company relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against Company relating to the practice of law.

I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the Company program.

I agree that any electronic copy of my signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Third Party Authorization shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

This Third Party Authorization granted to Company shall remain in force unless it is rescinded or modified in writing or upon

Client Signature:

Date: 12/04/2023

NOTICE OF RIGHT TO CANCEL

1. YOUR RIGHT TO CANCEL:

USA Student Debt Relief (USASDR) is in the business of providing student relief services for our CLIENT(S). CLIENT(S) have signed and agreed to the terms and conditions of the above AGREEMENT. USASDR is providing CLIENT(S) with the right to cancel the AGREEMENT, without cost; within thirty (30) business days of the date CLIENT(S) signed the original AGREEMENT.

If CLIENT(S) cancels the AGREEMENT within this 3\thirty (30) day period, the funds will be returned to CLIENT(S). USASDR will return any funds CLIENT(S) paid, except the non-refundable \$99 set up fee to USASDR and/or to anyone else in connection with the AGREEMENT. Upon expiration of the cancellation period, as identified in this Service Agreement, there will be no refunds.

2. HOW TO CANCEL:

If you decide to cancel this AGREEMENT, you may do so, by notifying us in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing this document.

Please email to:

Email: info@USAStudentdebtrelief.com

Or mail to:

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please note if you cancel via mail, we must receive the above notice at the below-address, no later than midnight of the thirtieth (30) business day, following the date of your signing the Agreement. Sunday is not considered a business day. If CLIENT(S) fax and/or hand-deliver a written notice to cancel; it must be delivered to the above address not later than that timeframe.

Client Signature:

Printed Name: _____

Date:	

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 19 of 341 Page 19 of 24 Page 17 of 27

Audit Trail

igiSigr ler

DigiSigner Document ID: 59442c63-b5a4-43c6-89ce-30e7d69e1555

Signer



Event

Upload document Send for signing

Open document

Sign document

Close document

User digisign@leadtrac.net digisign@leadtrac.net



Signature

Time

12/04/2023 11:24:06 AM EST 64:22:152:61 12/04/2023 11:24:06 AM EST 64.22.152.61

12/04/2023 11:24:30 AM EST

12/04/2023 11:25:23 AM EST

12/04/2023 11:25:23 AM EST







GFB	 GENERAL FORBEARANCE REQUEST William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program / Federal Perkins Loan (Perkins Loan) Program WARNING: Any person who knowingly makes a false statement or misrepresentatio any accompanying document is subject to penalties that may include fines, imprisor the U.S. Criminal Code and 20 U.S.C. 1097. 	Exp. Date 02/28/2022 n on this form or on
SECTION 1: BO	RROWER INFORMATION	
	Please enter or correct the following inform	nation.

riease enter of correct the following information.
Check this box if any of your information has changed.

Name Address	Logan A Butt		
City	Wichita	State KS	Zip Code
Telephone - Primary			
Telephone - Alternate			
Email (Optional)			

SECTION 2: FORBEARANCE REQUEST

Financial difficulties

Medical expenses

Change in employment

Other (explain the situation below)

Carefully read the entire form before completing it. Answer all questions in Section 2. Your loan holder has sole discretion in whether to grant your general forbearance request, and, if granted, for what period your forbearance will be applied. Instead of forbearance, consider requesting a deferment (which has an interest benefit for some loan types) or changing to a repayment plan that determines your monthly payment amount based on your income. Visit <u>StudentAid.gov/IDR</u> for more information.

- I am requesting a forbearance because I am experiencing a temporary hardship related to one of the following situations (check one):
- 2. If approved for a forbearance, I would like to:

Temporarily stop making payments.

Temporarily make smaller payments of

per month.

- I would like my forbearance to begin with the monthly payment that is due in the month and year below:
- If approved for forbearance, I would like my forbearance to end in the month and year below, and begin making payments the following month:

DigiSigner Document ID: 2c7e1ec3 14c3 451a 9214-2dd681dd06dc 3-1 Filed 07/09/24 Page 21 of 341 Page D 100 PX01 Borrower Name 24 Logan A Buttel Page 19 of 27

SECTION 3: BORROWER/ENDORSER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

I understand that:

- I am not required to make payments of loan principal or interest during my forbearance, but interest will continue to be charged on all my loans.
- Interest may capitalize on my loans during or at the expiration of my forbearance, but interest never capitalizes on Perkins Loans. Interest capitalization usually increases the amount of interest I will pay, and may increase my monthly payment.
- My loan holder has sole discretion in whether to grant my general forbearance request and for what dates it will be granted.
- For Perkins Loans, there is a cumulative limit on general forbearance of 3 years. For Direct Loans and FFEL Program loans, my loan holder may set a limit on general forbearance.
- My forbearance will end on the earlier of the end date that I requested, 12 months from the date my forbearance begins, or when I exhaust any limit that my loan holder has on forbearance.
- I can request another forbearance after my forbearance ends if I am still experiencing financial hardship.
- Any payment I make during forbearance will not count towards forgiveness under income-driven repayment plans or Public Service Loan Forgiveness.

I certify that:

- The information I have provided on this form is true and correct.
- I will provide additional documentation to my loan holder, if requested, to support my general forbearance request.
- I will repay my loans according to the terms of my promissory note, even if my request is not granted.

I authorize the entity to which I submit this request and its agents to contact me regarding my request or my loans at any cellular telephone number that I provide now or in the future using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower's/Endorser's Signature

Date 12/04/2023

SECTION 4: INSTRUCTIONS FOR COMPLETING THE FORBEARANCE REQUEST

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy) or (mm-yyyy) as appropriate. Example: March 14, 2019 = 03-14-2019. Include your name and account number on any documentation that you may be requested to submit with this form. If you want to apply for a forbearance on loans that are held by different loan holders, you must submit a separate forbearance request to each loan holder. **Return the completed form and any requested documentation to the address shown in Section 6.**

If you are an endorser, you may request forbearance only when you are required to repay the loan because the borrower is not making payments. If you have a loan made jointly with another borrower (as co-makers), you must both individually meet the requirements for a forbearance and each of you must request forbearance.

DigiSigner Document ID: 2c7e1ec3-14c3-451a-9214-2dd681dd06dc SECTION 5: DEFINITIONS 1626-KKM-AAS Document 3-1 Filed 07/09/24 Page 22 of 341 Page 101

Capitalization is the addition of unpaid interest to the principal balance of your loan. Capitalization causes more interest to accrue over the life of your loan and may cause your monthly payment amount to increase. Interest never capitalizes on Perkins Loans. Table 1 (below) provides an example of the monthly payments and the total amount repaid for a \$30,000 unsubsidized loan. The example loan has a 6% interest rate and the example deferment or forbearance lasts for 12 months and begins when the loan entered repayment. The example compares the effects of paying the interest as it accrues or allowing it to be capitalized.

A **co-maker** is one of the two individuals who are joint borrowers on a Direct or Federal Consolidation Loan or a Federal PLUS Loan. Both co-makers are equally responsible for repaying the full amount of the loan.

A **deferment** is a period during which you are entitled to postpone repayment of your loans. Interest is not generally charged to you during a deferment on your subsidized loans. Interest is always charged to you during a deferment on your unsubsidized loans. On loans made under the Perkins Loan Program, all deferments are followed by a post-deferment grace period of 6 months, during which time you are not required to make payments.

An **endorser** is an individual who signs a promissory note and agrees to pay the loan if the borrower does not.

The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans, Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS).

The **Federal Perkins Loan (Perkins Loan) Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loans). Page 20 of 27 A forbearance is a period during which you are allowed to postpone making payments temporarily, allowed an extension of time for making payments, or temporarily allowed to make smaller payments than scheduled. A forbearance can be a mandatory forbearance, meaning that your loan holder must grant the forbearance if you qualify for the forbearance and supply all supporting documentation. A forbearance can also be a discretionary forbearance, meaning that your loan holder may grant the forbearance, but is not required to do so.

The **holder** of your Direct Loans is the Department. The holder of your FFEL Program loans may be a lender, guaranty agency, secondary market, or the Department. The holder of your Perkins Loans is an institution of higher education or the Department. Your loan holder may use a servicer to handle billing and other communications related to your loans. References to "your loan holder" on this form mean either your loan holder or your servicer.

A **subsidized loan** is a Direct Subsidized Loan, a Direct Subsidized Consolidation Loan, a Federal Subsidized Stafford Loan, portions of some Federal Consolidation Loans, Federal Perkins Loans, NDSL, and Defense Loans.

An **unsubsidized loan** is a Direct Unsubsidized Loan, a Direct Unsubsidized Consolidation Loan, a Direct PLUS Loan, a Federal Unsubsidized Stafford Loan, a Federal PLUS Loan, a Federal SLS, and portions of some Federal Consolidation Loans.

The William D. Ford Federal Direct Loan (Direct Loan) Program includes Federal Direct Stafford/Ford (Direct Subsidized) Loans, Federal Direct Unsubsidized Stafford/ Ford (Direct Unsubsidized) Loans, Federal Direct PLUS (Direct PLUS) Loans, and Federal Direct Consolidation (Direct Consolidation) Loans.

Treatment of Interest with Deferment/Forbearance	Loan Amount	Capitalized Interest	Outstanding Principal	Monthly Payment	Number of Payments	Total Repaid
Interest is paid	\$30,000	\$0	\$30,000	\$333	120	\$41,767
Interest is capitalized at the end	\$30,000	\$1,800	\$31,800	\$353	120	\$42,365
Interest is capitalized quarterly and at the end	\$30,000	\$1,841	\$31,841	\$354	120	\$42,420

Table 1. Capitalization Chart

SECTION 6: WHERE TO SEND THE COMPLETED FORBEARANCE REQUEST

Return the completed form and any documentation to: (If no address is shown, return to your loan holder.)

If you need help completing this form, call: (If no telephone number is shown, call your loan holder.)

DigiSigner Document D: 2c7e1es3,14c3,451a,9214-2c4681dd06dt 3-1 Filed 07/09/24 Page 23 of 341 Page 9102 SECTION 7: IMPORTANT NOTICES KM-AAS Document 3-1 Filed 07/09/24 Page 23 of 341 Page 9102 Page 21 of 27

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq., §451 et seq., or §461 of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., or 20 U.S.C. 1087aa et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, Federal Family Education Loan (FFEL) Program, or Federal Perkins Loan (Perkins Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan, FFEL, or Federal Perkins Loan Programs, to permit the servicing of your loans, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loans, to enforce the terms of the loans, to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinguent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions.

To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to gualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0031. Public reporting burden for this collection of information is estimated to average 5 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain a benefit in accordance with 34 CFR 674.33, 682.211, and 685.205. If you have comments or concerns regarding the status of your individual submission of this form, please contact your loan holder directly (see Section 6). Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 24 of 341 Page 22 of 27

Audit Trail

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Signer



Send for signing Open document

Sign document

Close document





Signature

Time

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Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 25 of 341 Page 23 of 27 Page 23 of 27

From: Andrew Costa <andrew.c@usastudentdebtrelief.com> Date: December 11, 2023 at 7:07:17 AM CST To:

Subject: DOCUMENTS REQUIRED TO VERIFY INCOME FOR STUDENT LOAN FORGIVENESS - USA SUDENT DEBT RELIEF

Greetings, Mr. Buttel File # E146402

This is Andrew Costa, with the Processing Department at USA Student Debt Relief. We hope this message finds you well.

We have received your message, but the 1040 tax form is from 2021, and we need one from 2022.

1040 Department of the Transay - Internet Revenue U.S. Individual Income	Tax Return Goa			-
Filing Status Single Married filing jointly Check only If you checked the MFS box, enter one box. person is a child but not your depe	the name of your spouse. If you	(MFS) Hear checked the HC	t of household (HOH) H or QW box, enter t	he
Your first name and middle initial	Lest name BUTTEL			
LOGAN A If joint return, spouse's first name and middle initial	Last name	Walker Commence		
Home address (number and street). If you have a P.O. be	ox, see Instructions.		Apt. no.	
City, town, or post office. If you have & foreign address,	A line and a submarried of	State KS	ZIP code	
Wichita Foreign country name	Foreign province/sta hange, or otherwise dispose of		Foreign postal o	1

In the next message, you can see the kinds of valid documents for the process.



Greetings, Mr. Buttel File # E146402

This is Andrew Costa, with the Processing Department at USA Student Debt Relief. We hope this message finds you well.

We would like to thank you for giving our company the opportunity to serve you. We will continue communicating with you to ensure that your application is submitted correctly. Once we have received all the required documentation and information, we will submit your application to the US Department of Education and you will be notified. Please, make sure to send in all required documents and information as soon as possible.

If you don't have this supports in the moment: Please let me know where do you

work or if you are you self- employed? And which is your monthly Income.

YOU ONLY HAVE TO SEND <u>ONE</u> OF THE FOLLOWING OPTIONS AS PROOF OF YOUR INCOME ACCORDING TO YOUR CURRENT SITUATION:

1. PROOF OF INCOME.

- CONSECUTIVE PAYCHECK STUBS: Dated within the last 60 days. Send in 2 paycheck stubs if you get paid bi-weekly/semimonthly/monthly, send in 4 paycheck stubs if you get paid weekly. Make sure your paycheck stubs are complete and show your full name, the company name, the pay period and all earnings and deductions.
- 2. SOCIAL SECURITY INCOME: Letter issued by the SSA.
- CERTIFIED EMPLOYER'S LETTER: Letter issued by your employer on company's letter head and must include: Name, position, pay period and salary. Signed by a authorized, signatory manager to confirm employment with the organization.
- 4. **1040 TAX FORM**: pages 1 and 2 from 2022 tax return form (only if you filed taxes as single or head of household). If you didn't file taxes for those years, please disregard.
- W-2 FORM: 2022 form (only if you filed taxes as single or head of household). If you didn't file taxes for those years, please disregard.
- LETTER OF EXPLANATION (handwritten and signed): If you are SELF-EMPLOYED please write a letter stating that this is your only way of proving your income.

(Today's date)

To Whom It May Concern:

I am currently working at (company's name). My gross income is \$xxx, per paycheck, which is paid (pay frequency).

Yours Sincerely,

(Handwritten Signature)

(Print Name)

You may send in your documents by replying to this email or via the following email or fax:

- 1. Email: documents@usastudentdebtrelief.com
- 2. Fax: 941-479-3532

IMPORTANT: the content of your paperwork must be legible and clearly visible. If you're taking pictures of it, make sure that there are no shadows on it, it doesn't come up too dark or too bright, and all 4 corners of the documents are visible. If any documents are rejected, you'll be contacted by USA Student Debt Relief and will be asked to submit new documents by our Documents Department or the US Department of Education due to illegibility. **Please note that failure to provide any of the requested information/documentation in a timely manner may result in a delay or rejection of your application.**

If you have any questions, please call us back at following number:

Best regards,



Andrew Costa

Account Manager Phone: (877) 871-6116 Ext.142 Direct: (941) 479-3532 Email: andrew.c@usastudentdebtrelief.com www.usastudentdebtrelief.com



USA Student Debt Relief, 14 12 Pine Bay Drive, Sarasota FL 34231, USA. Sarasota, FL 34234 United States, Florida, Florida, United States, (877) 871-6116 . .

FTC v. Start Connecting LLC et al. <u>Exhibits to Emergency TRO Motion</u>



Declaration of Jamilet Columna Diaz

Volume I

DECLARACIÓN DE JAMILET COLUMNA DIAZ CONFORME A 28 U.S.C. § 1746

Por medio de la presente, yo, Jamilet Columna Diaz, declaro lo siguiente:

1. Mi nombre es Jamilet Columna Diaz. Vivo en Carolina, Puerto Rico, y soy mayor de dieciocho años de edad. Tengo conocimiento personal de los hechos expuestos en la presente declaración y, en caso de ser llamada como testigo, podría testificar sobre estos mismos hechos y lo haría de forma competente.

2. A lo largo de mis estudios universitarios, obtuve aproximadamente \$7,500 dólares en préstamos estudiantiles federales para ayudar a pagar mi licenciatura. Mis préstamos fueron otorgados por el Departamento de Educación de EE. UU. y fueron administrados previamente por el administrador de mis préstamos Great Lakes. Los pagos de mis préstamos estudiantiles están actualmente suspendidos hasta junio de 2024.

3. El 18 de mayo de 2023, o en una fecha cercana, recibí una llamada de parte de una representante de USA Student Debt Relief de nombre Amanda Garcia. Yo nunca había oído hablar de USA Student Debt Relief y no estaba esperando que me llamaran. La Srta. Garcia dijo que USA Student Debt Relief era una compañía con asesores que trabajan con Federal Student Aid (FSA) para ayudar a las personas a conseguir la condonación de los préstamos estudiantiles a través de programas del Departamento de Educación de EE. UU. Ella también afirmó que podrían reducir el mono de los pagos de los préstamos estudiantiles en cuestión de meses. La Srta. Garcia me dio los cuatro últimos dígitos de mi número de seguro social y sabía cuánto debía por mis préstamos estudiantiles. Aunque se podía acceder a mi información personal a través de mi cuenta de StudentAid.gov, yo no le suministré a ella los datos ni el PIN de mi cuenta FSA, así que no tengo idea de cómo hizo la Srta. Garcia para iniciar sesión en mi cuenta y ver mi información y cambiar las credenciales de acceso. Por lo tanto, yo pensé que la Srta.

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 32 of 341 Page 2 of 70 Page 2 of 70

Garcia debía estar afiliada con FSA porque ella conocía toda mi información, afirmó trabajar con FSA y cambió los datos de inicio de sesión de mi cuenta FSA.

4. Durante esa misma llamada telefónica, la Srta. Garcia me envió un acuerdo vía correo electrónico para que lo firmara mientras seguíamos al teléfono. Yo no tenía suficiente tiempo para leer todo el acuerdo, pero de todas maneras lo firmé porque pensé que USA Student Debt Relief era una compañía legítima afiliada con FSA que podía ayudarme a conseguir la condonación de préstamos estudiantiles. Se adjunta como <u>Anexo A</u> una copia verdadera y correcta de mi acuerdo con USA Student Debt Relief con mi información personal redactada para proteger mi privacidad. Yo suministré los datos de mi tarjeta de débito para pagarle a USA Student Debt Relief alrededor de \$400-500 como cargos iniciales para comenzar el programa, que se dividieron en cinco pagos.

5. El 18 de mayo de 2023, o en una fecha cercana, USA Student Debt Relief empezó a cobrarme \$118.80 por mes a mi tarjeta de débito. En base a mi conversación con la Srta.
Garcia, yo pensé que el cargo de \$118.80 desde el 18 de mayo de 2023 hasta el 18 de octubre de 2023 se destinaría al pago del saldo de mis préstamos estudiantiles, pero no fue así.

6. El 23 de mayo de 2023, o en una fecha cercana, recibí un correo electrónico de parte de Sarah Martinez en el cual me agradecía la oportunidad de asistirme que le había dado a la compañía y me notificó que habían cambiado mis credenciales de FSA. En el correo electrónico se hizo hincapié en que no cambiara mi contraseña de la cuenta FSA y se me pidió que ignorara cualquier notificación relativa a un cambio de FSA porque USA Student Debt Relief estaba trabajando en mi caso. Se adjunta como <u>Anexo B</u> una copia verdadera y correcta de este intercambio por correo electrónico con la Srta. Martinez después de firmar un acuerdo. La Srta. Garcia también me envió un correo electrónico para confirmar mi nueva contraseña

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 33 of 341 Page 3 of 70 Page 3 of 70

altamente genérica de la cuenta FSA y me adjuntó una captura de pantalla de mi cuenta FSA donde figuraba el estado de mis préstamos estudiantiles. Se adjunta como <u>Anexo C</u> una copia verdadera y correcta de este correo electrónico con la Srta. Garcia con respecto a mi cuenta FSA.

7. Alrededor de esa época, yo recibí un correo electrónico de parte del Departamento de Procesamiento de USA Student Debt Relief en el cual me informaban que habían enviado mi solicitud para el programa de condonación de préstamos estudiantiles a Nelnet. El representante me pidió que estableciera contacto con USA Student Debt Relief en cuanto recibiera correspondencia de parte de Nelnet. Se adjunta como <u>Anexo D</u> una copia verdadera y correcta de este correo electrónico de USA Student Debt Relief con respecto a mi solicitud para el programa de condonación de préstamos estudiantiles ante Nelnet.

8. Alrededor de agosto o septiembre de 2023, yo revisé mis resúmenes de cuenta de Nelnet y noté que el saldo de mi préstamo estudiantil era el mismo que tenía antes de inscribirme en la compañía. Alrededor de la misma fecha en que revisé mis resúmenes de Nelnet vía correo electrónico, recibí un correo electrónico de parte de FSA en el cual me explicaba que había finalizado la suspensión de pago de préstamos estudiantiles y que mi primer pago del préstamo estudiantil comenzaba en octubre de 2023. En la parte inferior del correo electrónico, decía "es posible que una compañía establezca contacto con usted diciéndole que lo ayudarán a conseguir la baja, condonación, cancelación o alivio de la deuda a cambio del pago de un cargo. Usted nunca tiene que pagar por asistencia con su ayuda estudiante federales." Se adjunta como <u>Anexo E</u> una copia verdadera y correcta del correo electrónico enviado por FSA acerca de la suspensión de pagos de préstamos estudiantiles y las estafas de préstamos estudiantiles.

Después de leer ambos correos electrónicos, de repente me di cuenta de que USA
 Student Debt Relief me había estado estafando porque me percaté de que los pagos que le

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 34 of 341 Page 4 of 70 Page 4 of 70

efectuaba a la compañía no se estaban aplicando al saldo de mi préstamo estudiantil con Nelnet. Llamé a USA Student Debt Relief varias veces para cancelar mi acuerdo debido al fraude, pero los representantes de la compañía dijeron que la Srta. Garcia no estaba disponible o que estaba en su horario de almuerzo.

10. En consecuencia, presenté múltiples quejas ante la FTC y el Registro Nacional No Llame contra USA Student Debt Relief porque quería que las autoridades responsabilizaran a la compañía por sus acciones engañosas. También estaba preocupada porque le había dado acceso a la compañía a mi información personal, incluidos los datos de mi tarjeta de débito y mi SSN.

11. Como USA Student Debt Relief no me respondía por correo electrónico ni por teléfono, dejé comentarios en su cuenta de Instagram para evitar que otras personas se creyeran las falsas promesas de la compañía de eliminar sus préstamos estudiantiles. Aunque la compañía borró mis comentarios, alguien que dijo ser un exempleado de USA Student Debt Relief me envió un mensaje directo en Instagram. El nombre del exempleado parecía ser Felipe Ramírez.

12. Le dije a ese exempleado que había sido estafada por USA Student Debt Relief durante cuatro meses y que me robaron \$475. El Sr. Ramírez me dijo que él trabajó en USA Student Debt Relief durante seis meses y describió la compañía con "extraña" y "gris." Él notó que muchos clientes estaban completamente insatisfechos porque la compañía aceptaba el dinero de los clientes, pero no hacía nada con él. Él me suministró información adicional sobre la compañía que yo utilicé a mi favor para obtener un reembolso. Él me dijo que USA Student Debt Relief se llama Start Connecting, que es una compañía propiedad de Juan Sebastián Rojas Gallon y que el número NIT es 901382085. Me sorprendió enterarme que USA Student Debt Relief opera desde un edificio ubicado en Colombia.

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 35 of 341 Page 5 of 70

13. Mientras compartía con él mis intercambios de correo electrónicos con los empleados de USA Student Debt Relief, el exempleado me sugirió que usara los nombres reales de los empleados para ver cómo cambiaban su comportamiento, porque afirmaba que algunos empleados utilizaron nombres falsos durante mis interacciones con ellos. Él me reveló que el verdadero nombre de Andrew Walker es Andrés Mercado, Amanda Garcia es Antonia y Donna es Danna. El exempleado también me brindó los perfiles en las redes sociales de otras personas que, según dijo, eran empleados de USA Student Debt Relief, incluidos Sebastian Machado S., Pablo Fernández Nick Diaz, Antonia SC y Danna.

14. Al final de nuestra comunicación por mensaje directo, le pregunté al exempleado si conocía alguna agencia en Colombia donde pudiera reportar a la compañía y el me sugirió la Fiscalía de Colombia. Él enfatizó que USA Student Debt Relief debe caer de una u otra manera y que trataría de encontrar a otras personas que fueron estafadas como yo. Se adjunta como <u>Anexo</u> <u>F</u> una copia verdadera y correcta del intercambio por mensaje directo en Instagram con el exempleado.

15. De manera simultánea, el 29 de agosto de 2023, o en fecha cercana, le envié un correo electrónico a la Srta. Garcia pidiéndole que cancelara mi acuerdo y me otorgara un reembolso. Le informé que había reportado a USA Student Debt Relief por fraude porque no hay ningún programa de asistencia para préstamos estudiantiles federales que cobré cargos para condonar préstamos estudiantiles. Se adjunta como <u>Anexo G</u> una copia verdadera y correcta de mi correo electrónico para la Srta. García exigiendo la cancelación del acuerdo y un reembolso total.

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 36 of 341 Page 40 Filed 07/09/24 Page 36 of 341 Page 6 of 70

16. Alrededor de septiembre de 2023, me comuniqué con mi banco para cancelar la tarjeta de débito que usé para efectuar los pagos a USA Student Debt Relief con el propósito de impedir que la compañía me efectuar cargos no autorizados.

17. Por esa misma época, recibí un correo electrónico de parte de Andrew Walker, un jefe de operaciones de USA Student Debt Relief. El Sr. Walker me dijo que había cancelado el acuerdo de servicio y efectuado un reembolso total a mi cuenta bancaria. El Sr. Walker dijo que gracias a la solicitud que presentó USA Student Debt Relief en mi nombre, yo podría acceder a los programas ofrecidos por el gobierno. Él también dijo que, una vez ejecutado el Ajuste de Una vez por del Presidente Biden, podría restar algunos pagos al saldo de mi préstamo estudiantil gracias a su consolidación. Se adjunta como <u>Anexo H</u> una copia verdadera y correcta de mi intercambio con Sr. Walker por correo electrónico para cancelar el acuerdo con USA Student Debt Relief. Sin embargo, yo seguía frustrada con USA Student Debt Relief porque ningún tercero puede prometer la condonación de préstamos estudiantiles a cambio de pagar para acceder a los programas de condonación federales.

18. Durante mi intercambio de correo electrónicos con el Sr. Walker, el 27 de septiembre de 2023, logré obtener un reembolso total de \$470 vía PayPal de parte de Start Connecting LLC luego de haberlo amenazado con contactar a entidades federales para que investigara a USA Student Debt Relief. Le di mi información de PayPal al Sr. Walker porque mi institución bancaria me dijo que no había recibido ningún pago de parte de USA Student Debt Relief. Se adjunta como <u>Anexo I</u> una copia verdadera y correcta del pago de reembolso de \$470 vía PayPal de parte de Start Connecting LLC.

19. Yo creo que, si el exempleado de USA Student Debt Relief no me hubiera dado la información adicional sobre la compañía y sus supuestos empleados, yo no habrá recibido un

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 37 of 341 Page 7 of 70 Page 7 of 70

reembolso total. Por empezar, si yo hubiera sabido que USA Student Debt Relief no podía prometerme una condonación de préstamos estudiantiles, jamás habría firmado un acuerdo con ellos. Yo creo que ofrecer el falso sueño de conseguir la condonación de los préstamos estudiantiles a través de una compañía externa es una injusticia para los estudiantes que adeudan préstamos estudiantiles.

Ejecutado el 13 de juniO de 2024.

J. Celus Dong

DECLARATION OF JAMILET COLUMNA DIAZ PURSUANT TO 28 U.S.C. § 1746

I, Jamilet Columna Diaz, hereby declare as follows:

1. My name is Jamilet Columna Diaz. I live in Carolina, Puerto Rico, and am over eighteen years of age. I have personal knowledge of the facts stated in this declaration and, if called as a witness, I could and would competently testify to these same facts.

2. Throughout my undergraduate education, I took out approximately \$7,500 in federal student loans to help pay for my bachelor's degree. My loans were issued by the U.S. Department of Education and were previously managed my loan servicer, Great Lakes. My student loan payments are currently on pause until June 2024.

3. On or around May 18, 2023, I received a phone call from a USA Student Debt Relief representative named Amanda Garcia. I had never heard of USA Student Debt Relief and was not expecting a call from them. Ms. Garcia claimed that USA Student Debt Relief were advisors who worked with Federal Student Aid (FSA) to help people achieve student loan forgiveness through U.S. Department of Education programs. She also claimed to lower student loan payments within months. Ms. Garcia provided my last four dights of social security number and knew how much I owed in student loan. Although my personal information could be accessed on my StudentAid.gov account, I did not provide her my FSA information or PIN, so I have no idea how Ms. Garcia logged into my account to view my information and change my credentials. Therefore, I thought Ms. Garcia must be affiliated with FSA because she knew all of my information, claimed to work with FSA, and changed my FSA account login.

4. During the same phone call, Ms. Garcia sent me an agreement via email to sign while we were on the phone. I did not have enough time to fully read the agreement, but I still signed it because I thought USA Student Debt Relief was a legitimate company affiliated with

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 39 of 341 Page 9 of 70 Translated from the original Spanish

FSA who could help achieve student loan forgiveness. A true and correct copy of my USA Student Debt Relief agreement, redacted to protect my privacy, is attached as <u>Attachment A</u>. I provided my debit card information to pay USA Student Debt Relief around \$400-500 as initial fees to start the program, which was divided up into five payments.

5. On or around May 18, 2023, USA Student Debt Relief started charging my debit card \$118.80 a month. Based on my conversation with Ms. Garcia, I thought the \$118.80 charges from May 18, 2023 to October 18, 2023 would go towards my student loan balance, but they did not.

6. On or around May 23, 2023, I received an email from Sarah Martinez thanking me for giving the company an opportunity to assist me and notifying me that they changed my FSA credentials. The email emphasized to not change my FSA password myself and asked me to ignore any notifications regarding an FSA change because USA Student Debt Relief was working on my case. A true and correct copy of this email exchange with Ms. Martinez after signing an agreement is attached as <u>Attachment B</u>. Ms. Garcia also sent me an email confirming my new highly generic FSA password and attached a screenshot from my FSA account showing the status of my student loans. A true and correct copy of this email with Ms. Garcia regarding my FSA account is attached as <u>Attachment C</u>.

7. Around that time, I received an email from USA Student Debt Relief's Processing Department, informing me that they had sent my application for the student loan forgiveness program to Nelnet. The representative asked me to contact USA Student Debt Relief once I received any correspondence from Nelnet. A true and correct copy of this email from USA Student Debt Relief regarding my student loan forgiveness program application to Nelnet is attached as <u>Attachment D</u>.

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 40 of 341 Page 10 of 70 Page 10 of 70 Translated from the original Spanish

8. Around August-September 2023, I reviewed my Nelnet statements and noticed that my student loan balance remained the exact amount it had been before enrolling with the company. Around the time I reviewed my Nelnet statements, I received an email from FSA explaining that the student loan payment pause has ended and that my loan payment would be due in October 2023. At the bottom of the email, it stated, "you might be contacted by a company saying that they will help get loan discharge, forgiveness, cancellation, or debt relief for a fee. You never have to pay for help with your federal student aid." A true and correct copy of the email sent by FSA about the student loan pause ending and student loan scams is attached as Attachment E.

9. After reading both emails, I realized that USA Student Debt Relief had been scamming me and that my payments to the company were not being applied to my Nelnet student loan balance. I called USA Student Debt Relief multiple times to cancel my agreement due to fraud, but the company's representatives claimed Ms. Garcia was not available or she was at lunch.

10. As a result, I submitted multiple complaints to the FTC and the National Do Not Call Registry against USA Student Debt Relief because I wanted law enforcement to hold the company accountable for their deceitful actions. I also worried that I gave the company access to my personal information, including my debit card and SSN.

11. Since I was not hearing back from USA Student Debt Relief via email or phone call, I left comments on their Instagram account to prevent others from falling for the company's false promise of eliminating their student loans. Although the company deleted my comments, someone who claimed to be a former employee of USA Student Debt Relief direct messaged me on Instagram. The former employee's name appeared to be Felipe Ramírez.

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 41 of 341 Page 420 Page 11 of 70 Translated from the original Spanish

12. I told the former employee that I was scammed by USA Student Debt Relief for four months, and they stole \$475 from me. Mr. Ramirez claimed that he worked at USA Student Debt Relief for six months and described the company as "strange" and "grey." He noticed that many customers were completely unsatisfied because the company was taking customers' money but was not doing anything with it. He provided additional information about the company, which I used in my favor to obtain a refund. He shared that USA Student Debt Relief is called Start Connecting, which is a company owned by Juan Sebastian Rojas Gallon and the NIT number is 901382085. I was surprised to learn that USA Student Debt Relief operates from a physical building in Colombia.

13. As I shared my email exchanges with USA Student Debt Relief employees with him, the former employee suggested to use the employee's real names to see how their demeanor would change because he claimed that some employees used fake names during my interactions with them. He revealed that Andrew Walker's real name is Andres Mercado, Amanda Garcia is Antonia, and Donna is Danna. The former employee also provided social media profiles of other people he claimed were USA Student Debt Relief employees, including Sebastian Machado S., Pablo Fernandez Nick Diaz, Antonia SC, and Danna.

14. By the end of our direct messages, I asked the former employee if he knew about a Colombian agency where I could report the company and he suggested the Colombian's prosecutor office. He emphasized that USA Student Debt Relief must fall one way or another and would try to find other individuals who were scammed like me. A true and correct copy of this Instagram direct message exchange with the former employee is attached as <u>Attachment F</u>.

15. Simultaneously, on or around August 29, 2023, I emailed Ms. Garcia asking her to cancel my agreement and to provide a refund. I informed her that I reported USA Student

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 42 of 341 Page 42 of 70 Page 12 of 70 Translated from the original Spanish

Debt Relief for fraud because no federal student loan assistance program charges fees to forgive student loans. A true and correct copy of my email exchange with Ms. Garcia demanding an agreement cancellation and a full refund is attached as <u>Attachment G</u>.

16. Around September 2023, I contacted my bank to cancel the debit card that I used to make payments to USA Student Debt Relief in order to prevent the company from making unauthorized charges.

17. Around that time, I received an email from Andrew Walker, an Operations Manager at USA Student Debt Relief. Mr. Walker told me that he cancelled the service agreement and issued a full refund to my bank account. Mr. Walker claimed that thanks to application that USA Student Debt Relief submitted on my behalf, I would be able to access programs offered by the government. He also claimed that once President Biden's one-time adjustment was executed, I could subtract some payments from my student loan balance thanks to their consolidation. A true and correct copy of my email exchange to cancel USA Student Debt Relief is attached as <u>Attachment H</u>. However, I was still frustrated with USA Student Debt Relief because no one third party can promise student loan forgiveness by paying to access federal forgiveness programs.

18. As I emailed back and forth with Mr. Walker, on September 27, 2023, I successfully obtained a full refund of \$470 via PayPal from Start Connecting LLC by threatening to contact federal entities to investigate USA Student Debt Relief. I gave Mr. Walker my PayPal information because my banking institution told me they had not received a payment from USA Student Debt Relief. A true and correct copy of the \$470 refund payment via PayPal from Start Connecting LLC is attached as <u>Attachment I</u>.

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 43 of 341 Page 42 Page 13 of 70 *Translated from the original Spanish*

19. I believe that had the former USA Student Debt Relief employee not provided me with additional information about the company and its employees I would have not have received a full refund from them. If I had known that USA Student Debt Relief could not promise student loan forgiveness, I would have never signed an agreement with them in the first place. I believe that providing false promises of student loan forgiveness through a third-party company is an injustice for students who owe student loans.

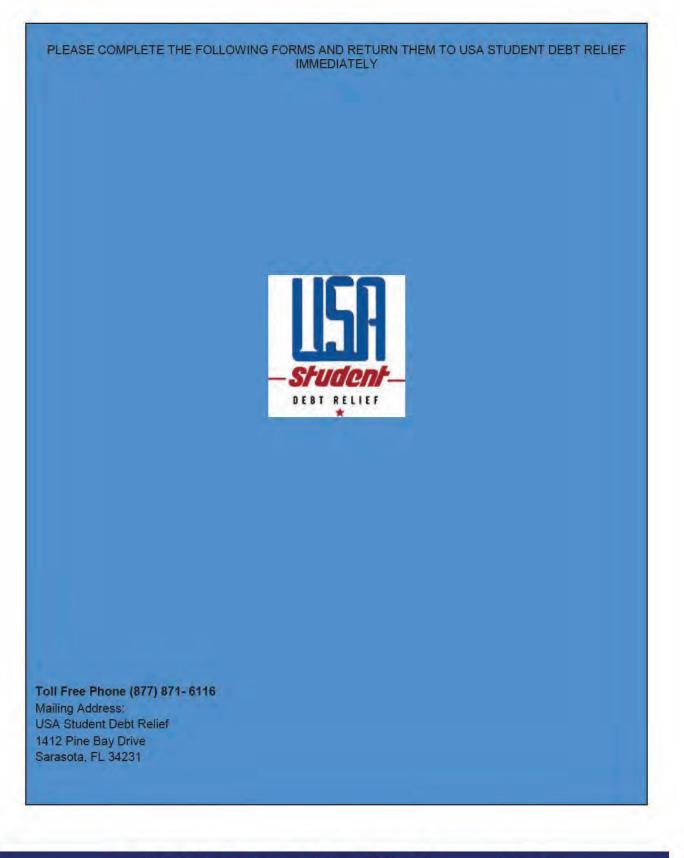
Executed on _____, 2024.

[see Spanish-language version for signature]

Jamilet Columna Diaz

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 44 of 341 Page 223 Page 14 of 70

DigiSigner Document ID: f70780cb-8a0a-4622-9018-f0da5c03f08e



1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116

Toll Free Phone

DigiSigner Document ID: f70780cb-8a0a-4622-9018-f0da5c03f08e

CREDIT CARD TRANSACTION FORM

SERVICE AGREEMENT CLIENT VERIFICATION

6		SECTIONA: BC	RROWERINFORMATIO	N	
Borrower's Name (First a	nd Last Name)				
Jamilet Columna	Diaz				
Social Security Number	Cell Number	DOB (mm/dd/yyyy)	Present Address (street, city	, state, ZIP	
Gross Annual Income		USA Student Debt Relief I	File Number Tax I	Filing Status	
\$21,120.00			Sir	ngle	
		SECTION B: SERVICE L	OAN QUALIFICATION		
Program Type	Current or Past Due	Approx Weigh	ted Interest Rate App	prox Monthly Payment	Approx/Verified Balance
Pay As You Earn		6.62	4	50.00	\$NaN
		SECTION	C: COST FOR SERVICE		
Total Consolidate	d Balance:	7750.0000	Program Enrollment:	\$495.00	
One-Time Se	et-Up Cost:	\$99.00	Monthly Monitoring:	\$9.00	
		ject to change upon DOE certification of ir	ncome and loan balances: 100% Money B		nrollment if the DOE rejects application
		ويعارب المروم والمراجع	and a star star a star		
lonio en Cord			ENT INFORMATION		
Name on Card			Name of Card (Master	card, Visa, American Expre	ss, Discover Card)
Jamilet Columna I	JIAZ		Funitediate Date (march)		N Denville Onde
Credit Card Number	-		Expiration Date (mm/y	y)	V Security Code
Billing Address (street, cit	v state ZIP)			Enrollment Fee Pai	d By Monthly Monitoring Paid by
	11-11-1	(5/18/2023	10/18/2023
		al.		0/10/2020	10/10/2020
		SEC	TION E: SIGNATURE		
Printed Name:	lamilet Columna	Diaz			
Signature: J	lu		Date: 05/18/202	3	
By signing a	bove: I hereby a	authorize USA Student De	bt Relief (COMPANY) to in	iitiate credit entries to	o my (our) Credit card
account. Co	OMPANY is san	ctioned to debit the accou	nt(s) indicated on the infor	mation provided abo	ve, from the financial
institution s	aid account is es	tablished with, also identifi	ed above. This authorization	on is binding until CO	MPANY has received
written notifica	ation to cancel fr	om me (or person(s) repres	senting party) stating the te	rmination of this agre	eement in such manner,
a	s define in the or	iginal agreement, to offer (COMPANY reasonable opp	portunity to act as de	fine upon it.

1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116

Toll Free Phone

DEBT RELIEF

TRANSACTION SCHEDULE



			DEBT RELIEF	
BILL TO:		PAY ABLE TO:		
Jamilet Column	a Diaz	USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL, 34231 Phone:877-871-6116		
QUANTITY	PRODUCTS & SERVICES	TRANSACTION DATE	AMOUNT	
	Program Enrollment			
5	(One time fee to be parted into 5 payments)	5/18/2023	\$594.00	
	1 of 5	5/18/2023	\$118.80	
	2 of 5	6/18/2023	\$118.80	
	3 of 5	7/18/2023	\$118.80	
	4 of 5	8/18/2023	\$118.80	
	5 of 5	9/18/2023	\$118.80	
		10/18/2023	\$9.00	
rendered by US Service Agreem invoice and ag COMPANY a	s) provided below on this Complete Payment Authorization SA Student Debt Relief (COMPANY). COMPANY is authori nent Client Verification) in the amount listed above for the pr greement. I have discussed and understood the products/s nd recognizes these as the product/services provided by C argeback, I (we) understand and accept that a fee will be a	zed to charge my account (list oducts/services that are outlin services in the invoice and ag OMPANY. In the case of retur	ed in Section D on the ed and enclosed in the reement provided by ned payment and /or	
3 lea		05/18/2023		
Borrower Signatu	Ire	Date		
Co-Borrower Sig	nature	Date		

1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116

Toll Free Phone

Columna Diaz Attachment A, Page 3 of 11

STUDENT LOAN CONSOLIDATION AND REPAYMENT PLAN SERVICES

This Student Loan Consolidation and Repayment Plan Services Agreement (hereinafter the "Agreement") is made and entered into, on the date indicated below, between USA Student Debt Relief, a Florida Corporation ("Company") and Client (as stated on Service Agreement Client Verification Page), hereinafter referred to as ("Client") residing at address on Service Agreement Client Verification Page.

WHEREAS, the Company is in the business of arranging and processing Federal Student Loan Consolidation and Repayment Plan Applications through the US Department of Education ("DOE") for clients with qualifying Federal student Loans; and

WHEREAS, the Client wishes to employ Company to perform the following services ("Services"): (1) analyze Client's Federal Student Loan debt situation; (2) research potential debt restructuring or repayment options that are available to Client; (3) present Client with the results of such research; (4) prepare a Federal Student Loan Consolidation plan and application for Client; and optionally (5) continue to manage said repayment schedule on behalf of client by monitoring the file and providing the necessary paperwork to DOE or loan servicer on Client's behalf throughout the term of the loan to ensure that Client continues to receive the maximum benefits offered by the DOE program.

NOW, THEREFORE, in consolidation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1) SERVICES AND FEES

a) Services

Upon receipt of all information and verified documentation from Client and payment of the Enrollment Fee, Company will prepare the initial DOE paperwork and send said documents to Client for signature. Upon return of the signed documents to Company, the documents will be reviewed and processed for submission to the DOE. Company shall further monitor the application status with the DOE if Client elected such service on the Service Agreement/Client Verification form.

b) Fees for Services/Setup

There will be a one-time, non-refundable \$99 setup fee required to create client's account, including inputting client information, reviewing and researching available programs, and gathering of necessary documents. All processing of Client's account will begin the date that payment is accepted by Company. In exchange for services rendered by Company, Client agrees to pay to Company an Enrollment Fee of \$400. Said fee is to be paid as required on the attached Service Agreement Client Verification form. Company provides a 30 Day Full Satisfaction 100% money back guarantee of the Enrollment Fee only if the DOE rejects Client for a Federal Student Loan Consolidation or Repayment Plan. Notwithstanding anything herein to the contrary, upon expiration of the cancellation period as identified in this Service Agreement, there are no refunds or prorated refunds thereafter.

c) Payment and Processing Fees

Client hereby authorizes Company to deduct all payments due according to this contract from the financial institution (as listed on Service Agreement Client Verification Page) or such other financial institution that may be used by Client. In the event of Client's default of the obligations herein, Client authorizes Company to debit Client's account for the full amount due under this agreement. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by Company to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until Company has received written notice from Client of its termination in such time and such manner as to afford Company a reasonable

opportunity to act. A fee/payment (whether paid by debt or other means) that is not honored by Client's financial institution for any reason will be subject to a \$20 service fee, the amount of which may be debited from Client's account by Company. Client agrees to pay an additional \$15 fee monthly if Client fails to provide Company with a valid financial institution account for automatic debits at any point after Company begins the consolidation and servicing process.

d) Limited Money Back Guarantee

No refunds will be given after Company has provided DOE paperwork to Client by mail or electronic delivery, or if Client fails to continue the process after the signing of this document. Company will reimburse the Enrollment Fee Payment if, and only if, the Client fails to receive a Federal Student Loan Consolidation or repayment plan through the Department of Education after reasonable efforts by both parties and is subject to the following conditions: (1) student loans that Client presents to Company are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted; (2) Client fully cooperates, is honest and timely in providing all information requested by Company and DOE; and (3) Client does not possess a characteristic that pursuant to DOE rules would disqualify Client from receiving a consolidation. All refund requests may be mailed to the following address: Attention: 1412 Pine Bay Drive, Sarasota FL 34231.

2) OBLIGATIONS OF COMPANY

Company's obligations are set forth in Section 1(a) hereinabove. Client hereby acknowledges that Company shall not be obligated to provide any services to Client other than those set forth above and in the Service Agreement Client Verification form. Subject to the terms and conditions of this Agreement, Company will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under this Agreement and applicable laws, to perform and fulfill all obligations to be performed and fulfilled under this Agreement.

3) OBLIGATIONS OF CLIENT

Client hereby affirms that Company has provided them with a counseling session with a Company Student Loan Counselor. Client acknowledges and warrants to Company that he / she/ they will, at all times, provide Company with information and documents that are complete, accurate, and true to the best of their knowledge and belief. The Client shall pay all sums due to the Company promptly and in accordance with the terms of this Agreement. Time shall be the essence in respect of the payment of all such sums. Client shall cooperate with Company and provide all reasonable assistance to Company in order to allow for Company to provide the Services hereunder. Client acknowledges that such cooperation and assistance is necessary to enable Company to perform the Services.

4) LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of Company, Company's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Company from Client pursuant to this Agreement.

5) RIGHT OF CLIENT TO CANCEL

a) Notice of Right to Cancel

Company provides Client with the right to cancel this Agreement, without cost to Client, within 30 business days of the date Client executes this Agreement. If Client cancel's this Agreement within the 30 day period, all funds paid by Client to Company (other than the non-refundable set

up fee) will be returned to Client. Upon expiration of the cancellation period, there will be no refunds other than those outlined in Section 1(d) herein.

b) Notice of Cancellation

If Client decides to cancel this Agreement, you may do so by notifying Company in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing the document.

Please email or mail to:

info@USAsudentdebtrelief.com

Mail: 1412 Pine Bay Drive, Sarasota FL 34231

If Client cancels via mail, Company must receive the above notice at the stated address, no later than midnight of the 30th business day, following the date of Client's execution of this Agreement. Sunday is not considered a business day. If Client emails a written notice to cancel; it must be delivered to the above email address in the same time-frame as mail.

6) INDEMNIFICATION

a) Client hereby agrees to defend and hold harmless Company from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representation and warranties herein contained. This Agreement constitutes the entire agreement between the parties. Company makes no warranty, express, or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against Company, its officers, directors, employees, agents, brokers, and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of Company or Client's failure to follow any recommendation of Company, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination.

7) CROSS-REFERENCES

All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

8) TIME IS OF THE ESSENCE

With every provision of this Agreement, time is of the essence. Once initial and pertinent paperwork has been received, processing will begin. Company will always perform services with efficient time management. Please be advised that Federal Student Loan Applications rely on the relevant lenders for prompt service and Company cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the Department of Education (DOE) is 90 days, the period of time required may be prolonged contingent on any services rendered by relevant lenders or DOE.

9) ELECTRONIC SIGNATURES

The parties mutually understand and agree that electronically signed signatures of this Agreement shall be deemed an original for all lawfully enforceable purposes. Client agrees, unless specifically requested otherwise, that by entering into transactions with Company, Client affirms consent to receive, in an electronic format, all information, copies of agreements and correspondence from Company and to also send information in an electronic format unless previously agreed upon in writing with Company. Client consents and agrees that Company may provide all disclosures, periodic statements, notices, receipts, modifications, amendments,

and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client reserves the right to receive a paper copy of any of these electronic records, if applicable law specifically requires Company to provide such documentation. Client's consent may be withdrawn at any time upon Company's receipt of such withdrawal. Withdrawal of consent will decrease the speed of completion of transactions and delivery. To inform Company of a decision to; withdraw consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update your information you may send an email to info@USAstudentdebtrelief, com; call us at: 1-877-871-6116, or mail a letter to the following address: USAstudentdebtrelief, 1412 Pine Bay Drive, Sarasota FL 3423.

10) COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11) NO TAX OR LEGAL ADVICE PROVIDED

Company and its agents do not and will not provide tax or legal advice. Client is advised to consult with a lawyer, accountant, or tax advisor regarding the tax and legal consequences of participation in any program.

12) THIRD PARTY AUTHORIZATION FORM

The attached Third Party Authorization Form will serve to acknowledge that Client has authorized Company to act on their behalf to review and prepare applications and perform the Services. Client hereby authorizes Company to verify all of Client's past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to perform services or process Clients Federal Student Loan Consolidation or Repayment Plan Application. It is understood that a copy of this form will also serve as authorization. The information Company obtains will only be used for the Services prescribed in this Agreement.

13) NOTICES AND CONSENT GIVEN

Company records and archives all incoming and outgoing telephone calls. Client hereby consents to such recordings and/or monitored phone calls for quality assurance purposes. Client understands that Company will need to contact Client for various servicing issues throughout the consolidation period and subsequent servicing timeframe, and Client consents to allow Company to contact Client via Client's e-mail address and any telephone numbers that Client has provided to Company. Client understands and consents that Company has the right to assign or sell Company's servicing portfolio, and that the assignee/buyer must be bound by all provisions of this Service Agreement between Client and Company.

14) COMPLAINT POLICY:

The Company's goal is to provide exceptional service to our clients. While every effort is taken to ensure we treat our clients in a fair, courteous, and honest manner, we are also subject to error. We believe that our clients have the right to voice their opinion and the right to have their complaints addressed. We also believe that a successful organization must be willing to evolve in order to meet the needs of its clients. Therefore, we have established a complaint process for clients who are unsatisfied with the service or treatment they receive. How to send in a complaint: In the event you are unsatisfied with our service, please direct your comment or complaint with the employee or team responsible. If the individual employee cannot resolve the matter, we will engage the relevant manager or director to try to resolve the matter. We will always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution provided, you may then notify our Compliance Officer in writing at:

E-mail address: info@USAStudentdebtrelief.com

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please include the following in your written correspondence. A clear description of the complaint and any suggestions you may have that would resolve your grievance. Details of any relevant information relating to any contacts you may previously have had with Company on this subject. Whether it is n original complaint, or a follow-up to a reply you were not satisfied with. Your complete contact information (including full postal address, telephone number, and e-mail address) and your date of birth (for verification purposes). The Company strives to resolve all complaints as quickly and efficiently as possible. Client can expect to receive a response from Company within 10 business days after submitting a complaint. If Client's case is particularly complex and cannot be resolved within 10 days, Company will provide Client with an estimated time in which to receive a response.

15) DISPUTE RESOLUTION; GOVERNING LAW; VENUE

This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Florida. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this Agreement or the transactions contemplated hereby must be brought either in the courts sitting in Sarasota County Florida, or in the United States District Court for the Central District of Florida in Tampa and by execution and delivery of the Agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

16) SEVER ABILITY

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect.

17) FORCE MAJEURE

Neither party shall be responsible or liable to the other party for delays or failures (including any delay by the Company to make progress in the provision of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of the United States Government and any of its agencies and branches.

18) HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for convenience only and shall not in any way affect the interpretation of the provisions of this Agreement.

CLIENT(S), BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHAGE FOR THE ENROLLMENT FEE PAYMENT FOR COMPANY'S SERVICES. COMPANY IS NOT A LENDER OR SERVICER OF ANY SORT, DURING THE PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE BENEFIT FROM THE SURVICES THAT COMPANY INTENDS TO PROVIDE HEREUNDER. CLIENT FURTHER ACKNOWLEDGES THAT COMPANY, AND/OR ANY OF ITS AGENTS HAVE PROVIDED NO GUARANTEES TO CLIENT OF A SPECIFIC OUTCOME, AND A POSITIVE OUTCOME CANNOT BE GUARANTEED. CLIENT HAS BEEN ADVISED THAT ALL INFORMATION REQUIRED FOR CONSOLIDATING OR QUALIFYING FOR A REPAYMENT PLAN FOR THEIR LOANDS AND/OR GARNISHMENT LOAN IS AVAILABLE TO THEM DIRECTLY AT NO COST THROUGH THE DEPARTMENT OF EDUCATION AND HAS DECODED ON THEIR OWN ACCORD TO PROCEED WITH THE SERVICES PROVIDED BY, AND THE ASSISTANCE OF, COMPANY. CLIENT UNDERSTANDS COMPANY DOES NOT OR WILL NOT PAY CLIENT STUDENT LOAN. COMPANY'S Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 52 of 341 Page 22 of 70

DigiSigner Document ID: f70780cb-8a0a-4622-9018-f0da5c03f08e

SERVICES AND PROGRAM HAS BEEN EXPLAINED IN FULL AND TO CLIENT'S SATISFACTION. CLIENT IS FULLY AWARE AND UNDERSTANDS WHAT CLIENT IS ENROLLING IN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Agreed to and accepted by:

COMPANY

CLIENT

Printed Name: <u>USA Student Debt Relief</u> Printed Name: <u>Jamilet Columna Diaz</u>

THIRD PARTY AUTHORIZATION

TO: ANY AND ALL OF MY STUDENT LOAN CREDITORS:

I, hereby duly authorize, empower and appoint Company, its agents and representatives, permission to perform any acts necessary or convenient on my behalf, including but not limited to, the following:

1. Prepare, sign, and file any documents pertaining to my student loans with any governmental body or agency, represent me in all student loan matters including: negotiating, compromising, or settling any matters with said government agencies, and communicate on my behalf as I would were I present and acting with any and/or all of my federal student loan providers

2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, including but not limited to: the balance of my account, payment history verification of the account and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide Company is true and accurate.

3. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, to communicate directly with Company concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act. I further request that all of my lenders direct all further telephone calls to:

Company of 1412 Pine Bay Drive, Sarasota FL 34231; 1-877-871-6116. Any and all communications directed to me will be referred to Company and per my instruction lenders and servicers should only deal directly with Company. I understand that Company is not a law firm, is not licensed to practice law or provide legal advice, and that I will not request or accept, any legal advice from Company relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against Company relating to the practice of law.

I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the Company program.

I agree that any electronic copy of my signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Third Party Authorization shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

This Third Party Authorization granted to Company shall remain in force unless it is rescinded or modified in writing or upon

Client Signature: J Uu

Date: _^{05/18/2023}

NOTICE OF RIGHT TO CANCEL

1. YOUR RIGHT TO CANCEL:

USA Student Debt Relief (USASDR) is in the business of providing student relief services for our CLIENT(S). CLIENT(S) have signed and agreed to the terms and conditions of the above AGREEMENT. USASDR is providing CLIENT(S) with the right to cancel the AGREEMENT, without cost; within thirty (30) business days of the date CLIENT(S) signed the original AGREEMENT.

If CLIENT(S) cancels the AGREEMENT within this 3\thirty (30) day period, the funds will be returned to CLIENT(S). USASDR will return any funds CLIENT(S) paid, except the non-refundable \$99 set up fee to USASDR and/or to anyone else in connection with the AGREEMENT. Upon expiration of the cancellation period, as identified in this Service Agreement, there will be no refunds.

2. HOW TO CANCEL:

If you decide to cancel this AGREEMENT, you may do so, by notifying us in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing this document.

Please email to:

Email: info@USAStudentdebtrelief.com

Or mail to:

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please note if you cancel via mail, we must receive the above notice at the below-address, no later than midnight of the thirtieth (30) business day, following the date of your signing the Agreement. Sunday is not considered a business day. If CLIENT(S) fax and/or hand-deliver a written notice to cancel; it must be delivered to the above address not later than that timeframe.

Client Signature: _____

Printed Name: _____

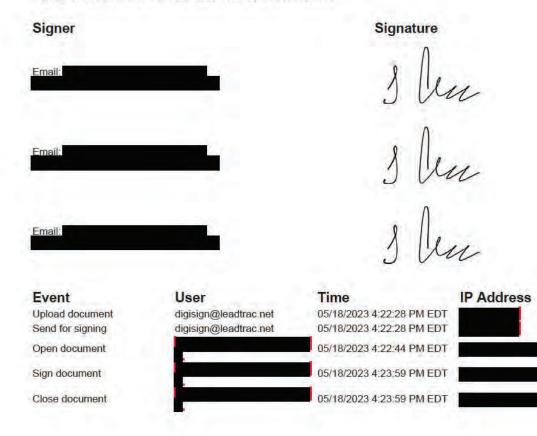
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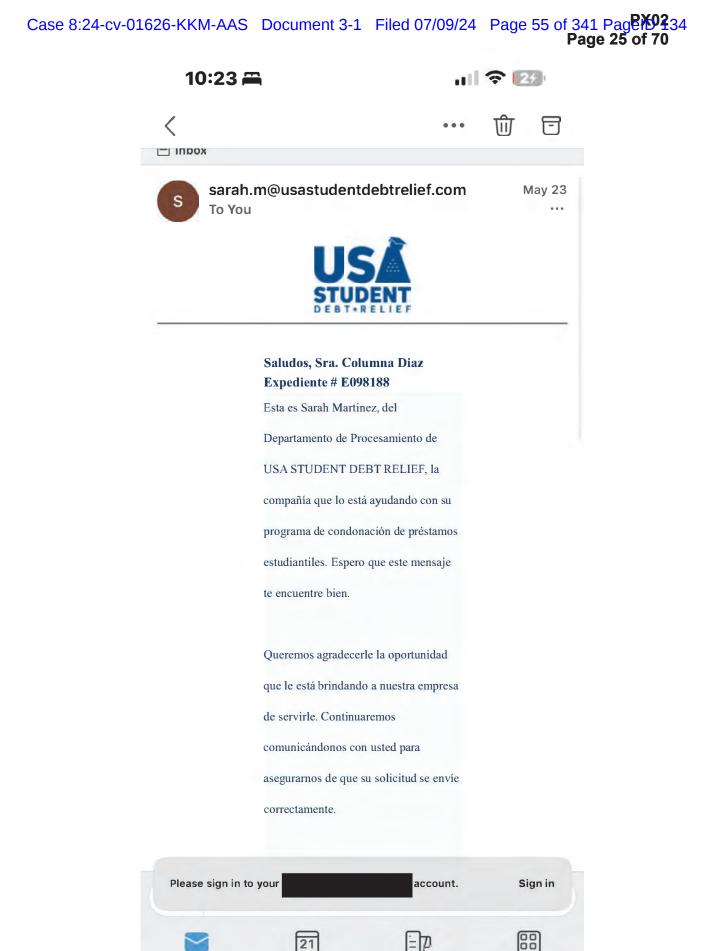
Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 54 of 341 Page 24 of 70 Page 24 of 70

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Audit Trail

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Columna Diaz Attachment B, Page 1 of 3

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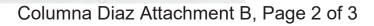
Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 56 of 341 Page 26 of 70

		⑪	0
	correctamente.		
	Queremos notificarle que tuvimos que		
	cambiar sus credenciales de FSA		
	(Ayuda Federal para Estudiantes) según		
	la solicitud de actualización de la		
	plataforma. Le estamos enviando sus		
	nuevas credenciales, para que pueda		
	verificar el estado de sus Préstamos		
	Federales para Estudiantes en cualquier		
	momento que necesite investigar		
	cualquier información.		
	https://studentaid.gov/fsa-id/sign-		
	in/landing		
	Nombre de usuario:		
	Contraseña:		
	Si recibe alguna notificación al		
	respecto, ignórela y tenga en cuenta que		
	hemos estado trabajando en su caso.		
	Recuerda que es importante no cambiar		

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Calendar

Mail



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Apps

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Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 57 of 341 Page 27 of 70

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Si recibe alguna notificación al respecto, ignórela y tenga en cuenta que hemos estado trabajando en su caso. Recuerda que es importante no cambiar ni modificar esta contraseña, porque asi monitoreamos tu cuenta y el progreso de tus solícitudes en la base de datos de Ayuda Federal para Estudiantes.

Si tiene alguna pregunta, por favor llámenos al siguiente número:

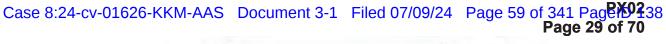


Columna Diaz Attachment B, Page 3 of 3

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 58 of 341 Page 28 of 70

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10 10	iu.		
Estimada Jamile	t.		
Soy AMANDA G		<u>Debt Relief</u> , Esperamos q	ue este mensa
	tos para acceder al FSA s://studentaid.gov/:	y consultar el estado de s	sus préstamos
Username: Password:			
A continuación, p	ouede observar el estado	o actual de sus préstamos	estudiantiles:
3 Préstam	OS Ver desglase		
1 Entidades ad	lministradoras de préstar	nos Monto total original o	torgado:\$7,750
	\$7,750 Salito total (2)	Capital (8) • \$0 Interestes (2)	
Informa	ción sobre présiones al 04/30/202	2	
		a mí número directo al (<u>94</u>	<u>1) 803-4043</u> o
	v.usastudentdebtrelief.co	and the second second	
jGracias por su c	cooperación y que tenga	un excelente día!	
Please sign in	to your	account.	Sign in
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Columna Diaz Attachment C, Page 1 of 1





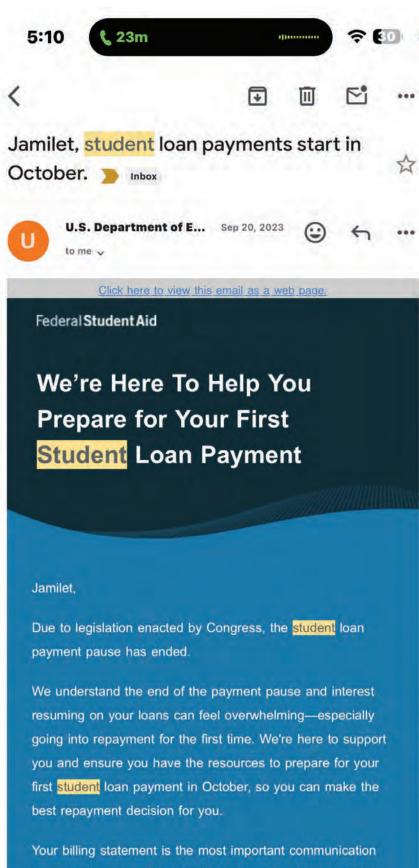
Saludos, Sra. Columna Diaz Expediente # E098188

Nos comunicamos del Departamento de Procesamiento de USA Student Debt Relief, confiando en que se encuentre muy bien.

Este mensaje es para informarle que su solicitud de aplicación al programa de condonación de sus préstamos estudiantiles se envió a NELNET, así que podría estar recibiendo notificaciones de ellos.

Comuníquese con nosotros una vez que haya recibido correspondencia de cualquiera de los dos.

Si tiene alguna duda o inquietud, por favor contácteme al siguiente número:



Your billing statement is the most important communication you'll get from your loan servicer. It contains your monthly payment amount. Your loan servicer(s) will send your statement in September or October, at least 21 days before your payment due date. Once your first monthly bill is



Review the full list of actions at StudentAid.gov/firstpayment.

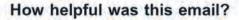
Beware of Scams

You might be contacted by a company saying they will help you get loan discharge, forgiveness, cancellation, or debt relief for a fee. You **never** have to pay for help with your federal student aid. Make sure you work **only** with the U.S. Department of Education and our loan servicers, and **never** reveal your personal information or account password to anyone.

Our emails to borrowers come from noreply@studentaid.gov, noreply@debtrelief.studentaid. gov, or ed.gov@public.govdelivery.com. You can report scam attempts to the Federal Trade Commission by calling 1-877-382-4357 or by visiting reportfraud.ftc.gov.

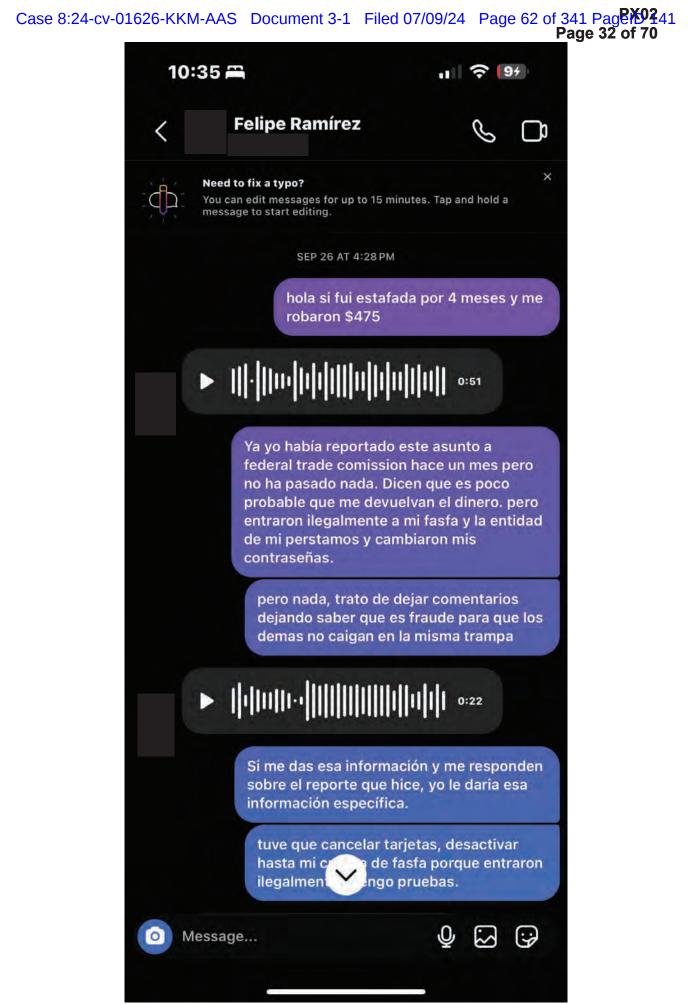
Learn how to avoid student aid scams.

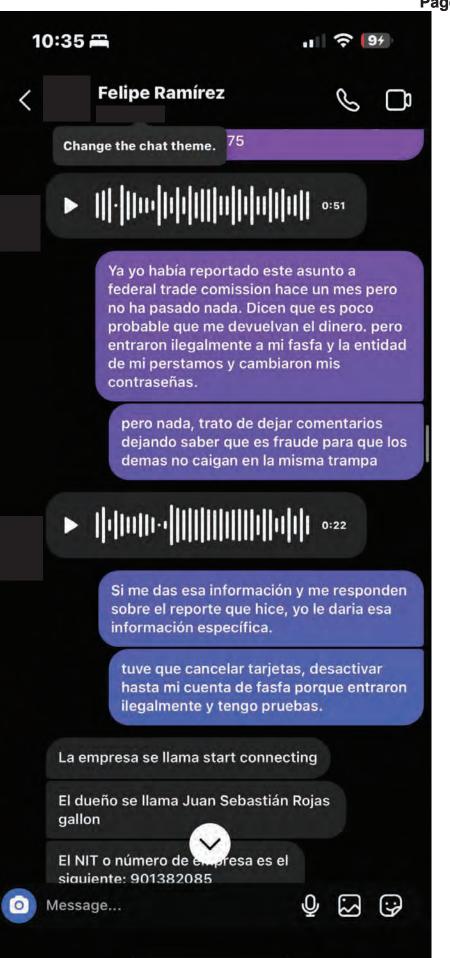
If you believe you have gotten this email in error, contact your servicer.





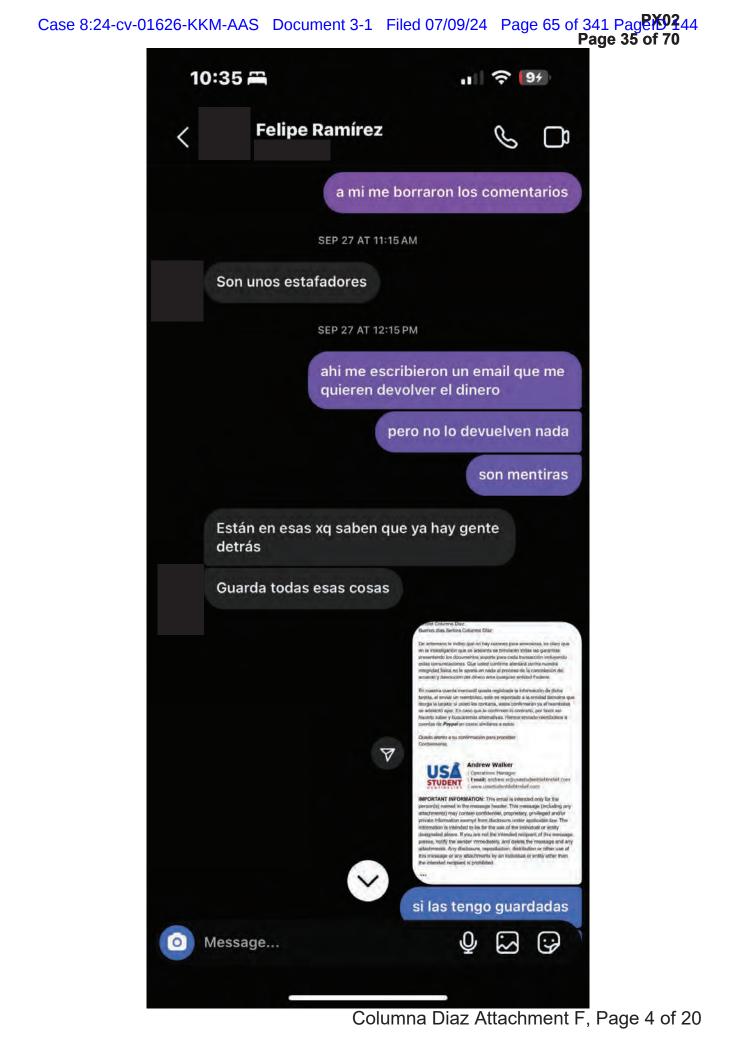
Columna Diaz Attachment E, Page 2 of 2

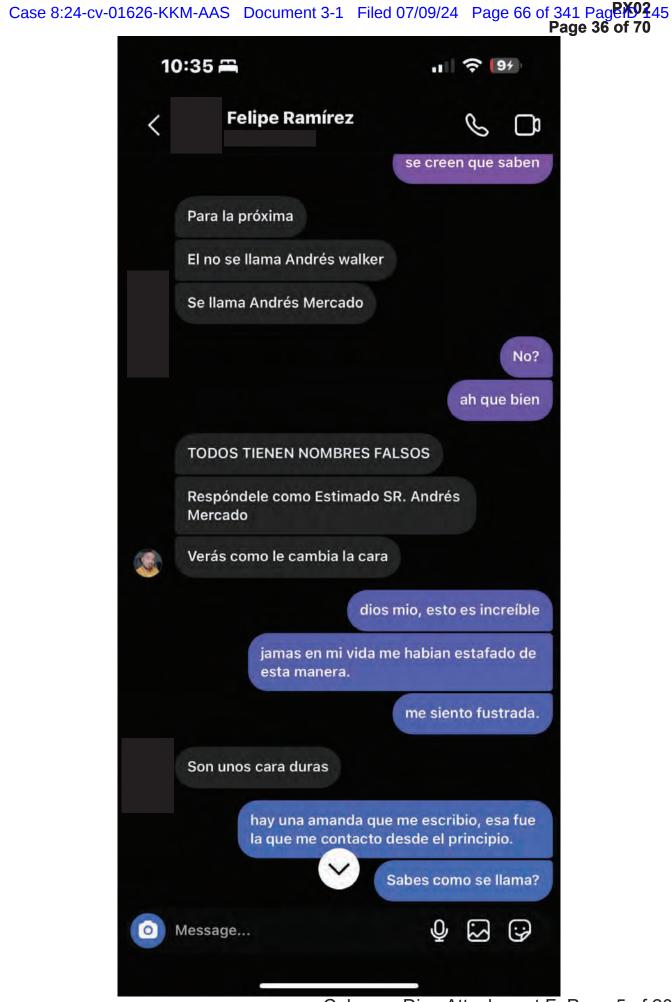


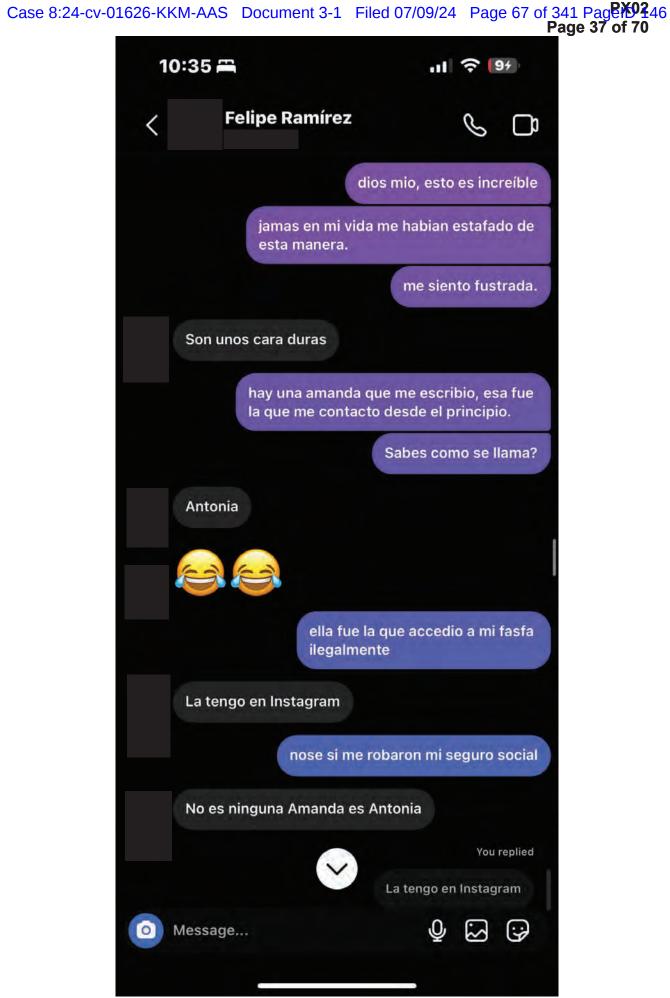




Columna Diaz Attachment F, Page 3 of 20

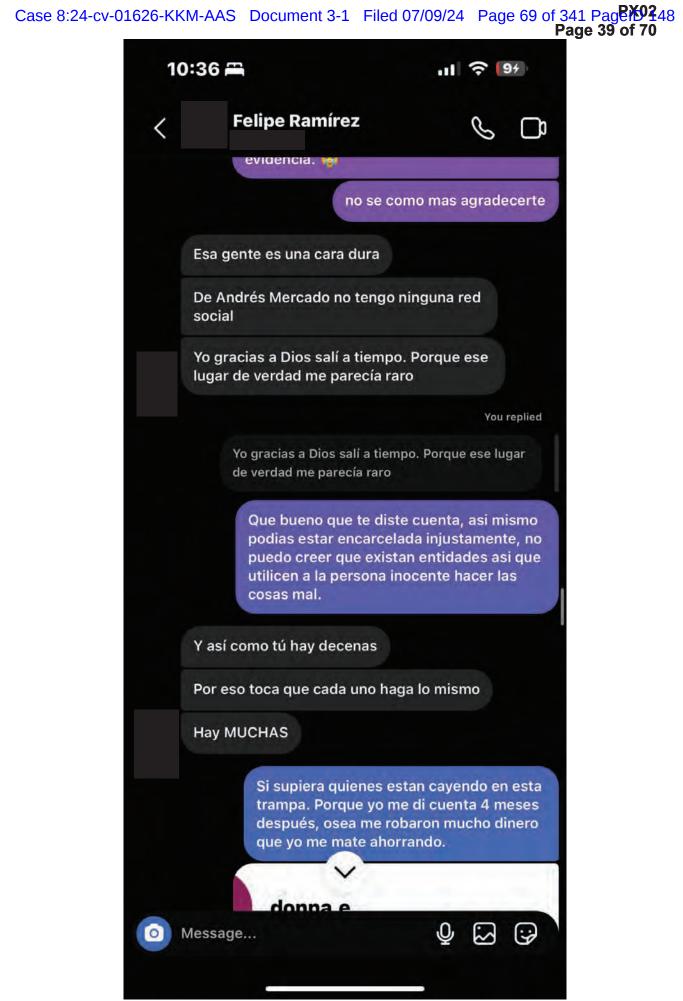


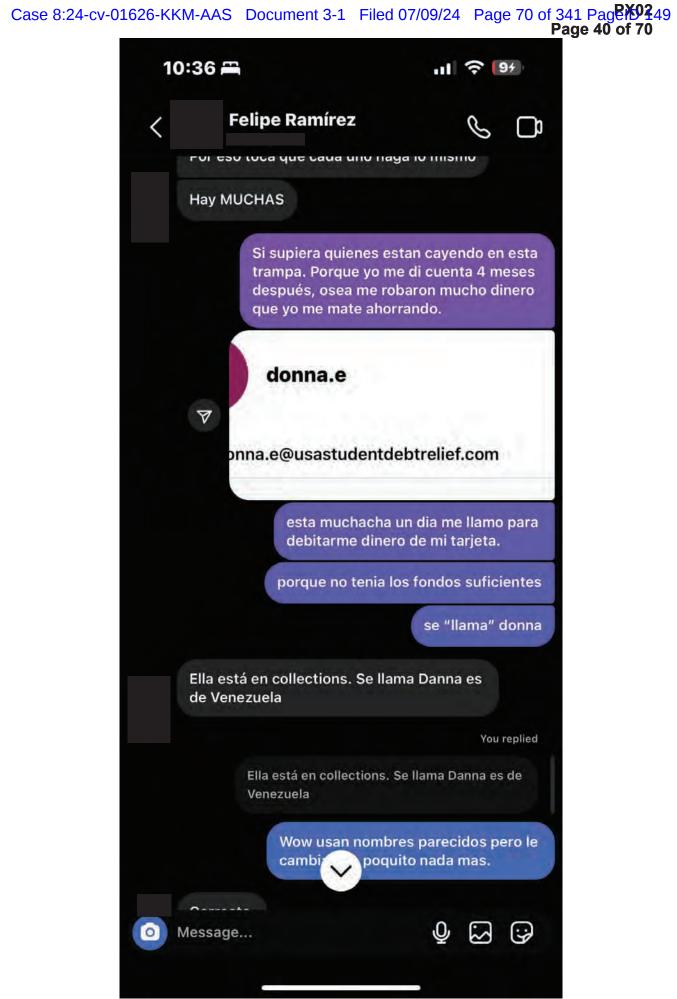


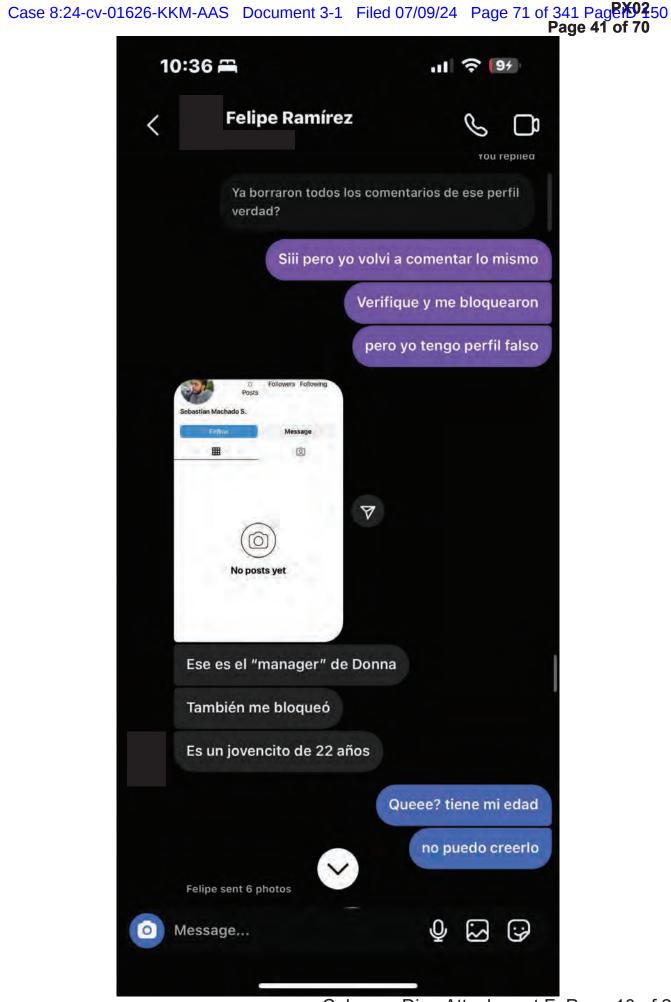


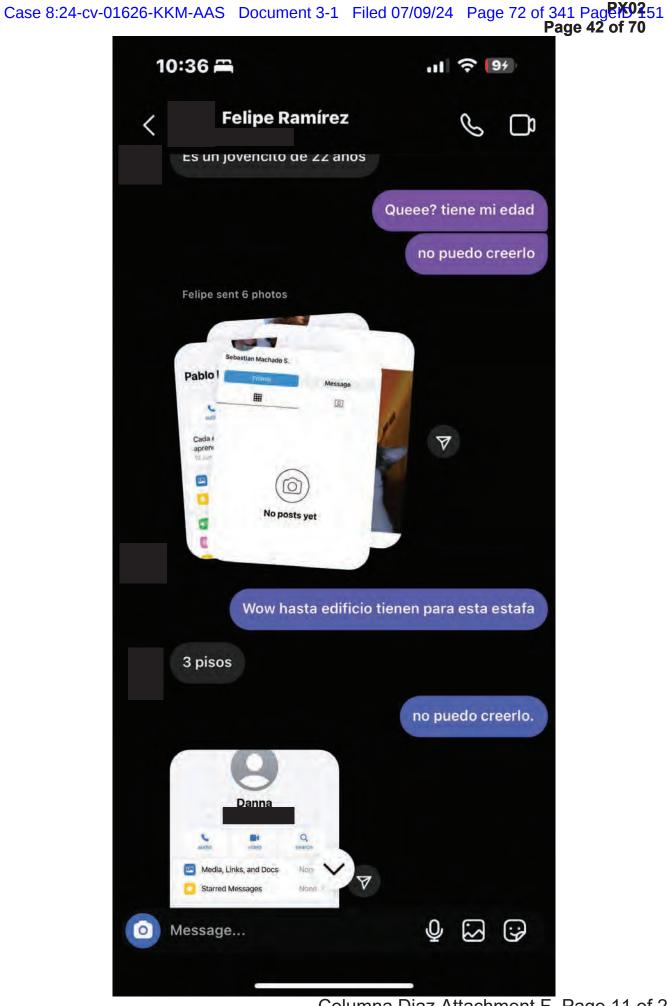
Columna Diaz Attachment F, Page 6 of 20

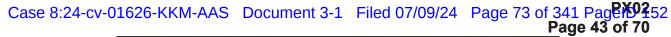


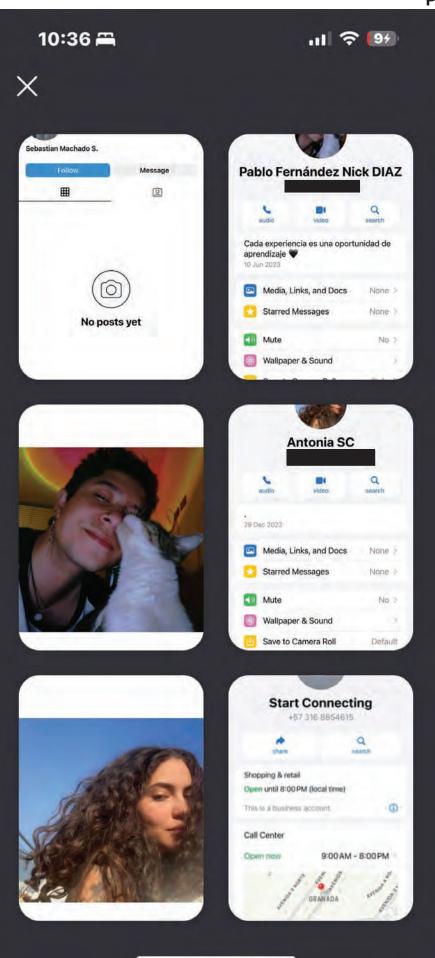




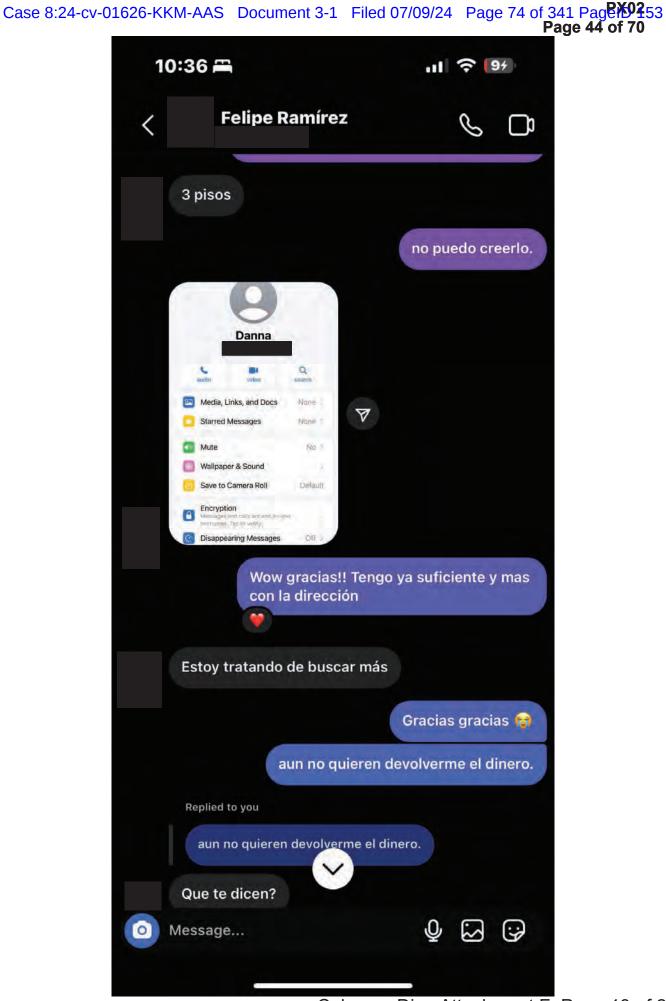




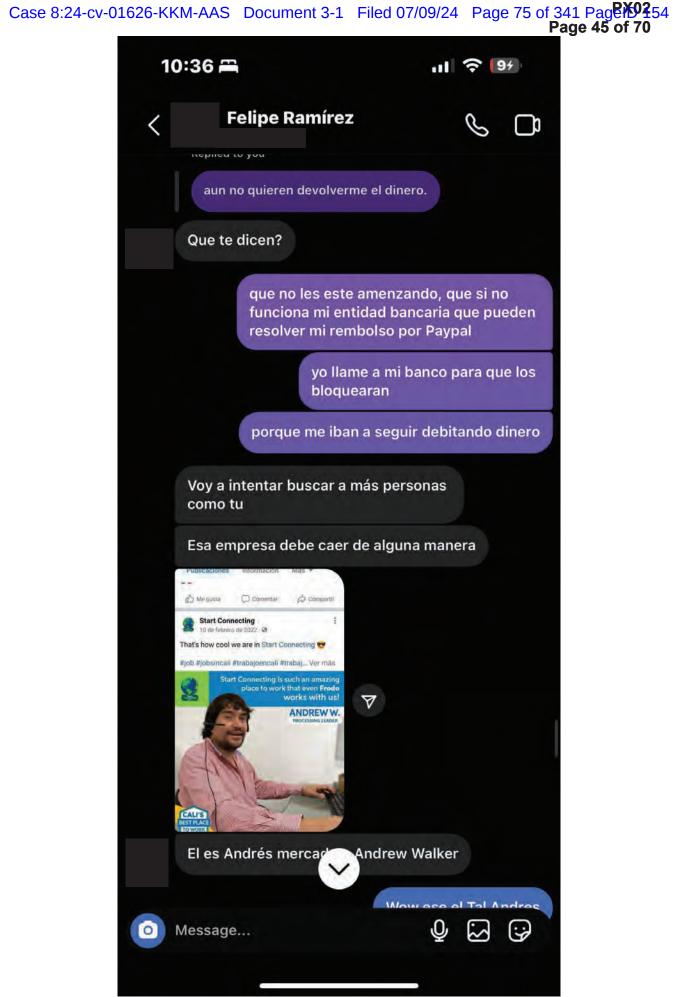




Columna Diaz Attachment F, Page 12 of 20

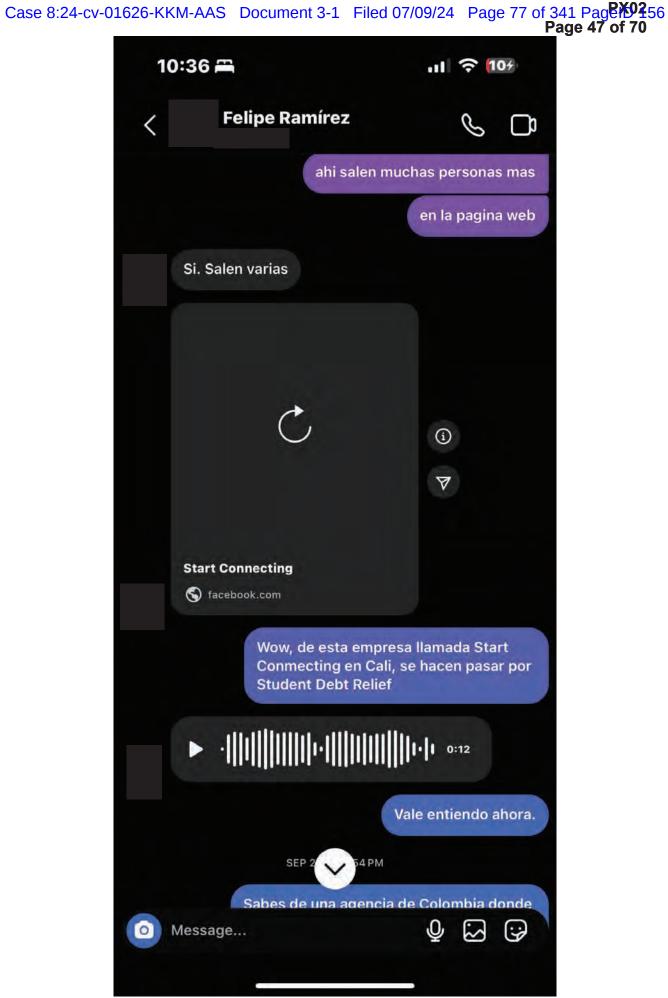


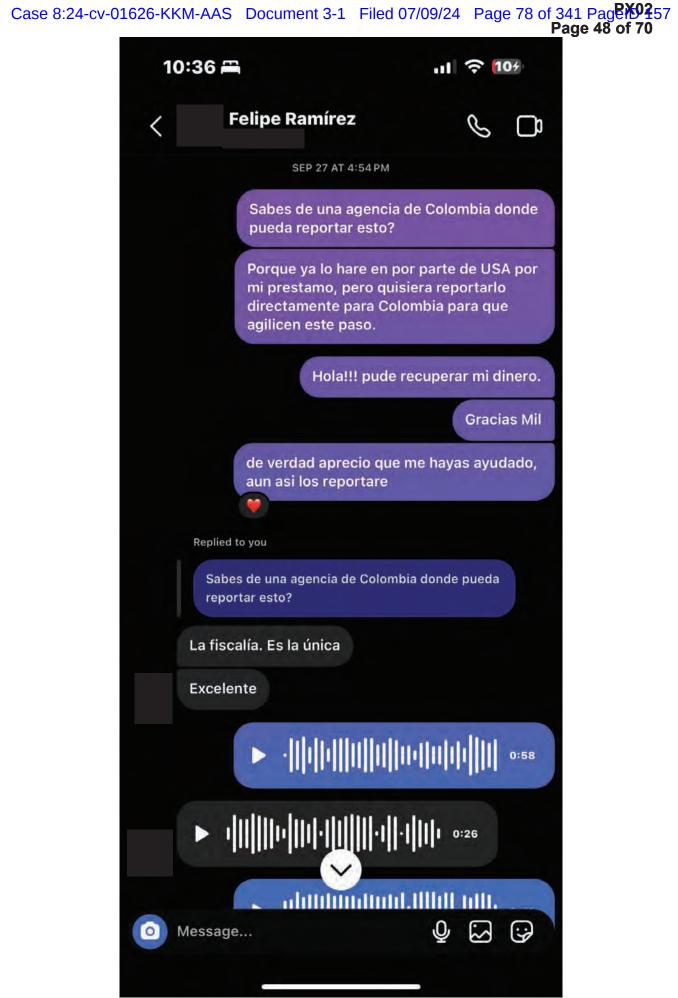
Columna Diaz Attachment F, Page 13 of 20



Columna Diaz Attachment F, Page 14 of 20







Columna Diaz Attachment F, Page 17 of 20



Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 80 of 341 Page 50 of 70





Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 82 of 341 Page 82 of 70

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Si tiene alguna pregunta, comuniquese a mi número directo al (941) 803-4043 o visítenos en www.usastudentdebtrelief.com

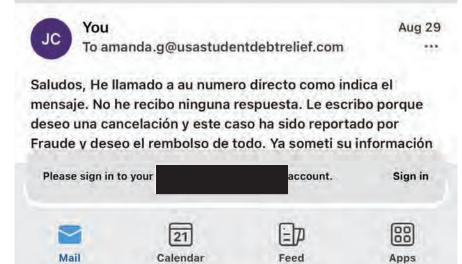
¡Gracias por su cooperación y que tenga un excelente día!



Amanda Garcia

Case Manager Phone: (877) 871-6116 Ext. 141 Direct: (941) 280-0657 Email: amanda.g@usastudentdebtrelief.com www.usastudentdebtrelief.com

IMPORTANT INFORMATION: This email is intended only for the person(s) named in the message header. This message (including any attachments) may contain confidential, proprietary, privileged and/or private information exempt from disclosure under applicable law. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please, notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.



Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 83 of 341 Page 83 of 70 Page 53 of 70

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Case Manager Phone: (877) 871-6116 Ext. 141 Direct: (941) 280-0657 Email: amanda.g@usastudentdebtrelief.com www.usastudentdebtrelief.com

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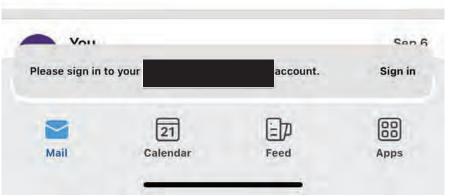


To amanda.g@usastudentdebtrelief.com

Aug 29

Saludos, He llamado a au numero directo como indica el mensaje. No he recibo ninguna respuesta. Le escribo porque deseo una cancelación y este caso ha sido reportado por Fraude y deseo el rembolso de todo. Ya someti su información con todo y Numero ya que ninguna ayuda de estudiante federal pide dinero por adelantado para perdonar esta deuda. Ya esto esta reportado por Fraude, ya ha sido consultado con abogados y he llamado a mi banco personal para desvincular el retiro de este dinero.

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Page 54 of 70

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X

Ultimo Aviso Andrew Mercado, Antonia y Seb...

Soy Andrew Walker, Operations Manager en **USA Student Debt Relief**, la compañía que ayuda con la solicitud para los programas de consolidación y de repago para préstamos estudiantiles que ofrece el DOE. Esperamos que este mensaje le encuentre bien.

El motivo de nuestro contacto es para confirmar que, de acuerdo a la queja que recibimos, su Acuerdo de Servicio y Plan de Pagos con nosotros han sido cancelados. También, el reembolso total de sus pagos fue enviado el día de hoy.

Le estuve llamando para tratar este tema en persona, y librar las inquietudes sobre nuestra compañía, pero no logré contactarle. Creo, bajo V el cumplimiento del Acuerdo de Servicio que Ud. firmó, no existe necesidad de trascender esta problemática a tonos personales. Por el contrario, espero confirme con la comunicación enviada al 05/23 que gracias a nuestra aplicación, usted podrá acceder a los programas ofrecidos por el gobierno. Además, una vez se ejecute el Ajuste de Una vez ofrecido por el Presidente Biden, usted podrá restar algunos pagos del mismo gracias a la consolidación que hicimos. Toda esta información la puede confirmar directamente con su Lender Nelnet, y así mismo certificar, ellos no realizaron esta aplicación.

Le pedimos disculpas por cualquier inconveniente que le hayamos podido causar v esperamos que entienda que

Columna Diaz Attachment H, Page 1 of 16



programas ofrecidos por el gobierno. Además, una vez se ejecute el Ajuste de Una vez ofrecido por el Presidente Biden, usted podrá restar algunos pagos del mismo gracias a la consolidación que hicimos. Toda esta información la puede confirmar directamente con su Lender Nelnet, y así mismo certificar, ellos no realizaron esta aplicación.

Le pedimos disculpas por cualquier inconveniente que le hayamos podido causar y esperamos que entienda que nuestro interés con esta comunicación es no molestarlo. Por el contrario, como parte del proceso de cancelaciones, queremos reconfirmar los servicios de nuestra empresa y los beneficios de los programas.

Le invitamos a visitar nuestro sitio web https://usastudentdebtrelief.com/, donde podrá encontrar que somos una empresa con un numeroso grupo de asesores expertos, logrando así más de 5,000 clientes registrados en diferentes programas de repago y disfrutando de estos beneficios. Además, este es el enlace oficial de la FSA https://studentaid.gov/manage-

loans/repayment/plans/income-driven, donde encontrarás toda la información y beneficios de los programas. Lo que ofrecemos como empresa, es un grupo de expertos en el proceso de solicitud y aprobación de los programas de planes de amortización definida por ingresos y todos nuestros canales de atención están enfocados en resolver cualquier duda o problema que pueda tener su proceso.

Agradecemos la atención brindada y esperamos reciba nuestra disposición para atender cualquier inquietud que sienta que aún no ha sido aclarada. Quedo atento a la oportunidad de una llamada.

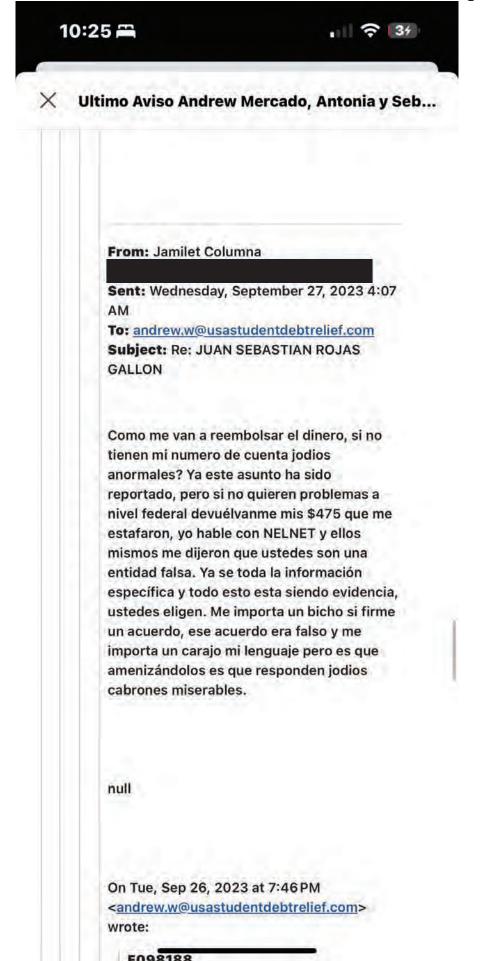
Atentamente,



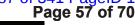
Andrew Walker Operations Manager Email: andrew.w@usastudentdebtrelief.com Columna Diaz Attachment H, Page 2 of 16

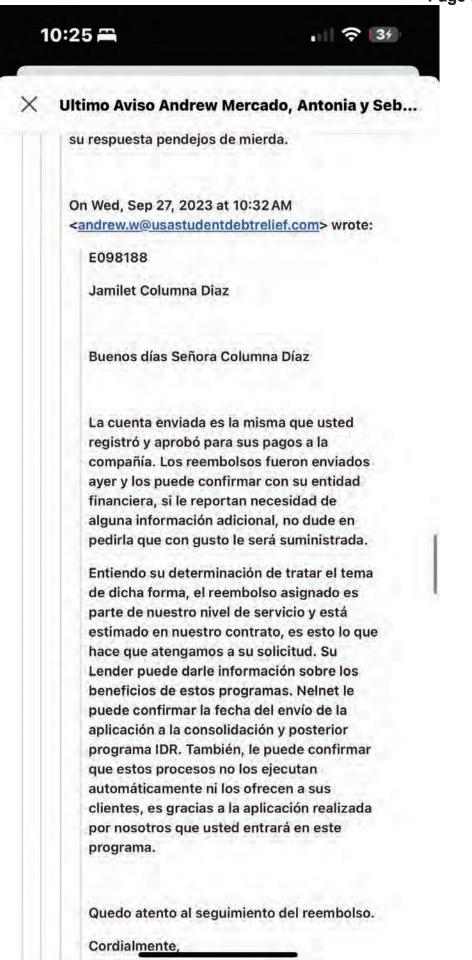
Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 86 of 341 Page 86





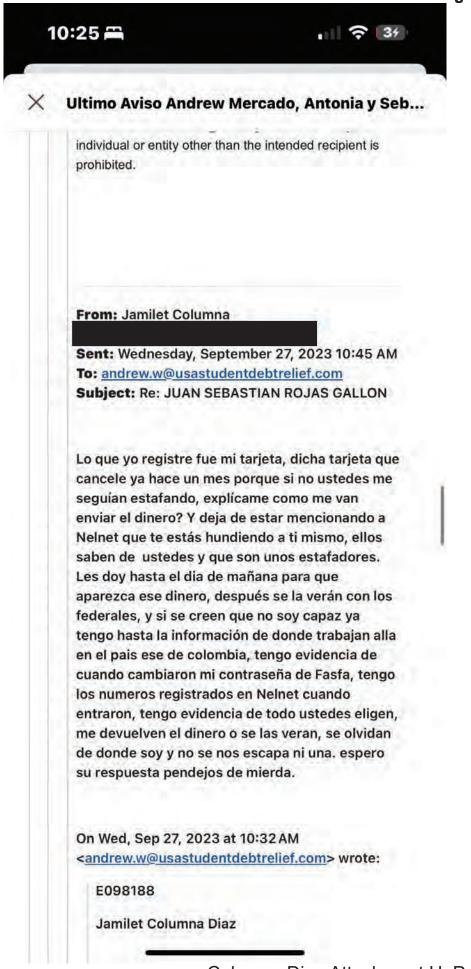
Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 87 of 341 Page 86





Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 88 of 341 Page 867

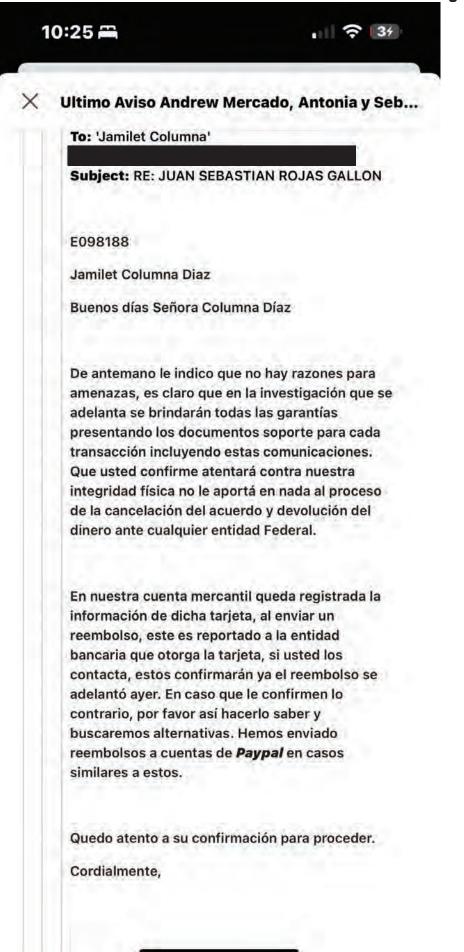


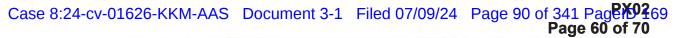


Columna Diaz Attachment H, Page 5 of 16

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 89 of 341 Page 89









En nuestra cuenta mercantil queda registrada la información de dicha tarjeta, al enviar un reembolso, este es reportado a la entidad bancaria que otorga la tarjeta, si usted los contacta, estos confirmarán ya el reembolso se adelantó ayer. En caso que le confirmen lo contrario, por favor así hacerlo saber y buscaremos alternativas. Hemos enviado reembolsos a cuentas de **Paypal** en casos similares a estos.

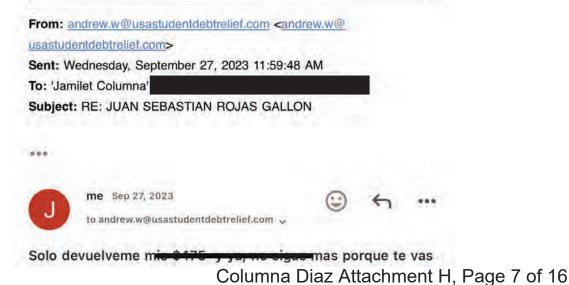
Quedo atento a su confirmación para proceder.



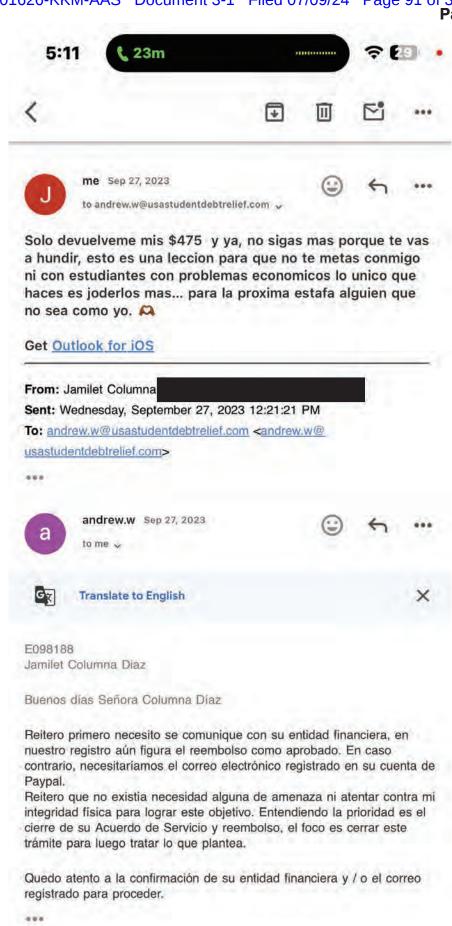
me Sep 27, 2023 to andrew.w@usastudentdebtrelief.com ☺ ← …

Como ya te dije "Andres Mercado", porque ni Walker es tu puto apellido jodio ridículo jajaja te dejo hasta mañana para que ese dinero entre a mi cuenta bancaria, y si te quieres apresurar mejor enviamelo por Paypal como dices porque sabes que no hay break, si ya me se tu nombre ya mañana me entero donde vives para que te busquen jodio miserable muerto de hambre. espero tu puta respuesta.

Get Outlook for iOS



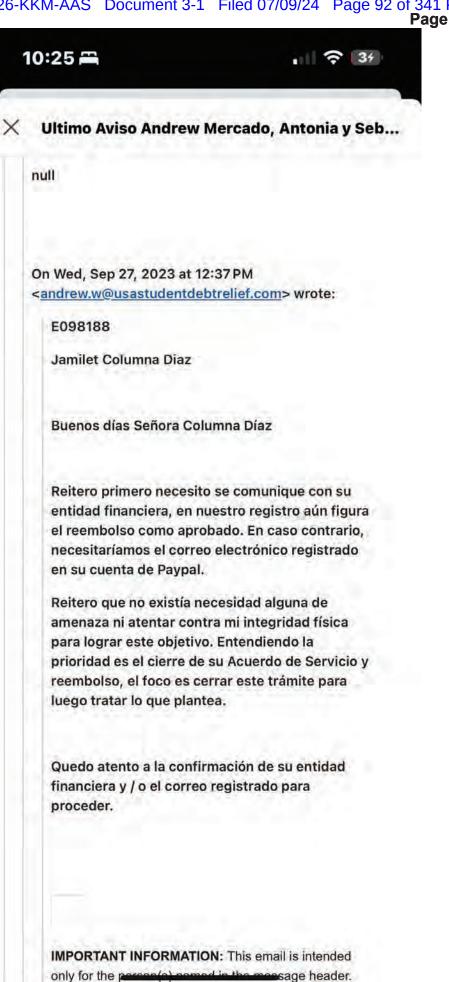




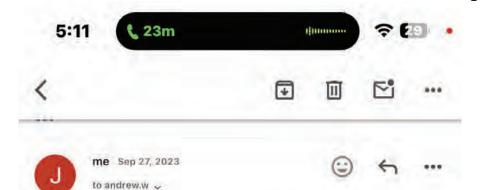
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Columna Diaz Attachment H, Page 8 of 16

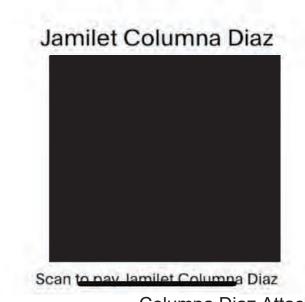




Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 93 of 341 Page 63 of 70 Page 63 of 70



Mira Andres Mercado, no me hables de bajarle a mis amenazas si me estas ROBANDO DINERO, Pendejo. Mi banco les bloquio el acceso, no pueden rembolsarme dinero por ahi, mejor envialos a mi Paypal sencillito, los quiero ver ahí AHORA. Se como funciona Paypal en PR se usa mucho, so por aqui te dejo mi QR CODE asi que muevete si no dile Antonia y Danna que voy por ellas también. A mi nadie se me escapa. dale espero tu respuesta con mi dinero enviado, también envia evidencia de mi rembolso para evitarnos problemas federales.

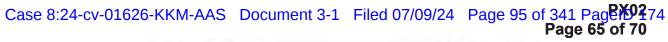


Columna Diaz Attachment H, Page 10 of 16

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 94 of 341 Page 73 Page 64 of 70

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Saludos,					



Andrew Mercado, ya llame a mi banco y sale que ustedes no han hecho ningún reembolso, mi paciencia ya llego hasta lo ultimo, yo lamento decirles que esto se va a poner feo, les di la oportunidad de hacerlo por Paypal no quieren, Mi banco muestra ningún registro de reembolso aprobado. Ya se quienes son todos ustedes, tengo localización de Start Connecting, tengo testigo dentro de su compañía,tengo fotos de las putas caras de ustedes, les di el chance por las buenas, ahora serán por las malas. Me importa si se gastaron mi dinero, TIENEN QUE DEVOLVERMELO. Hasta luego. Los veo preso a toditos.

On Wed, Sep 27, 2023 at 4:03 PM <<u>andrew.w@usastudentdebtrelief.com</u>> wrote:

E098188

Jamilet Columna Diaz

Buenos días Señora Columna Díaz

Reitero necesito se comunique con su entidad financiera, en nuestro registro aún figura el reembolso como aprobado y lo hemos confirmado directamente. El tramite es interno de su forma de pago y es solo que haga esta confirmación.

Saludos,



Andrew Walker Operations Manager Email: andrew.w@usastudentdebtrelief.com www.usastudentdebtrelief.com

IMPORTANT INFORMATION: This email is intended only for the person(s) named in the message header. This message (including any attachments) may contain confidential, proprietary, privileged and/or private information exempt from disclosure under applicable law. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 97 of 341 Page 67 of 70 Page 67 of 70

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Jamilet Columna Diaz

Buenos días Señora Columna Díaz

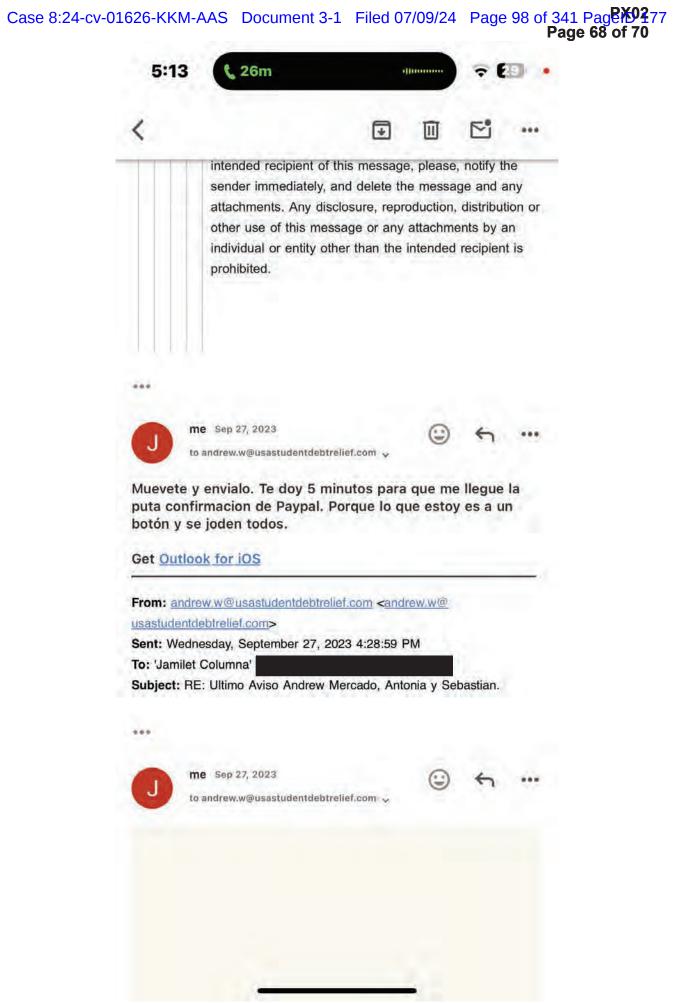
Gracias por su confirmación del banco, ya procedemos con el reembolso vía Paypal como fue confirmado. Le envío confirmación una vez tenga

null

El tiempo corre rapidito. asi q Avanza jaja . \$500 a mi cuenta ahora.

On Wed, Sep 27, 2023 at 12:52 PM Jamilet Columna wrote:

Mira Andres Mercado, no me hables de bajarle a mis amenazas si me estas ROBANDO DINERO, Pendejo. Mi banco les bloquio el acceso, no pueden rembolsarme dinero por ahi, mejor envialos a mi Paypal sencillito, los quiero ver ahí <u>AHOPA</u>. Se como funciona Paypal en PR



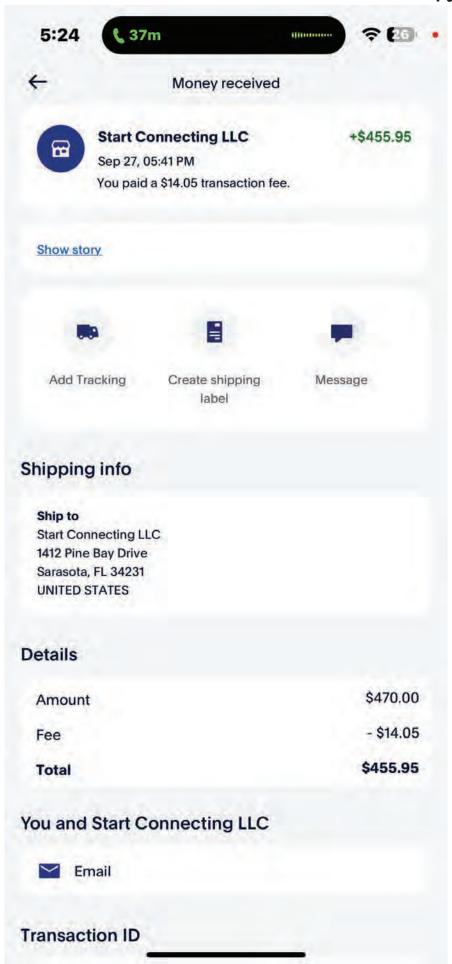
Columna Diaz Attachemnt H, Page 15 of 16

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 99 of 341 Page 78 Page 69 of 70

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Columna Diaz Attachment H, Page 16 of 16

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 100 of 341 Page 70 of 70



FTC v. Start Connecting LLC et al. Exhibits to Emergency TRO Motion



Declaration of Kristan Goldsmith

Volume I

DECLARATION OF KRISTAN GOLSMITH PURSUANT TO 28 U.S.C. § 1746

I, Kristan Goldsmith, hereby declare as follows:

1. My name is Kristan Goldsmith. I live in Philadelphia, Pennsylvania, and I am over 18 years of age. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I could and would competently testify to these same facts.

 In 2014, I took out approximately \$11,000 in federal student loans to pay for a dental assistant certificate program. My loans were disbursed by the U.S. Department of Education.

3. At some point prior to the COVID-19 pandemic, my student loans fell into default. Between 2020 and 2023, efforts to collect on my loans were suspended based on action taken by the U.S. Department of Education in response to the COVID-19 pandemic.

4. On or about February 7, 2023, while collection efforts were still paused, I received a call from a company called USA Student Debt Relief. I had never heard of USA Student Debt Relief before, and I do not recall giving them my contact information or permission to call me.

5. During that call, a company representative named Amanda Garcia told me that USA Student Debt Relief could help me get my loans out of default. She mentioned the U.S. Department of Education and implied that USA Student Debt Relief was somehow connected with the government. Because of that, and because she already knew about my loans' default status, I assumed that USA Student Debt Relief must be my loan servicer. I was interested in sorting out my finances, so I listened to what she told me.

6. Ms. Garcia said that she would help me enroll in a special program that would get me out of default and into a repayment plan where I could make affordable monthly payments. She told me that after I paid a \$500 enrollment fee (split up into five monthly payments of \$100), I would be placed in a repayment plan that would require me to pay just \$9 per month. My understanding was that these \$9 payments would be applied to my loans, and that I would not have to pay anything beyond this at any point after that. This seemed like a good deal, so I agreed. I provided USA Student Debt Relief with my debit card information over the phone so that they could withdraw the funds from my bank account.

7. I also evidently signed a contract with USA Student Debt Relief. I do not remember receiving or reviewing it, but a representative from USA Student Debt Relief emailed me a copy months later on January 10, 2024, when I was trying to cancel my account with the company. The contract is dated February 7, 2023, and it does contain my signature, so it is possible that I signed it quickly and without reviewing it in detail. A true and accurate copy of the contract I received on January 10, 2024 is attached as <u>Exhibit A</u>. My sensitive personal information, including my debit card number, is redacted on <u>Exhibit A</u>.

8. At 11:07 a.m. on February 7, 2023, I received a follow-up email from Ms. Garcia in which she welcomed me to the "forgiveness program" and provided me with my "credential for accessing to FSA" [*sic*]. A true and correct copy of that email is attached as <u>Exhibit B</u>. The email contained a username and password for me to access my student loan information on StudentAid.gov. I am not sure how Ms. Garcia managed to reset my StudentAid.gov information, but at the time I did not question it because I thought that USA Student Debt Relief was my loan servicer.

9. On February 8, 2023, one day after I spoke to Ms. Garcia, USA Student Debt Relief withdrew \$109.40 from my bank account. A true and accurate copy of the "transaction receipt" for this charge that USA Student Debt Relief emailed to me that same day is attached as <u>Exhibit C</u>. I remember feeling confused that USA Student Debt Relief had charged me \$109.40 rather than the \$100 I thought we had agreed upon, but I did not make an issue of it. At the time they withdrew these funds, USA Student Debt Relief had yet to obtain any sort of debt relief on my behalf.

10. On February 13, 2023, I logged into my StudentAid.gov account and saw that my loan was still listed as in default despite my having already made a payment. I was concerned that no action had yet been taken, so at 9:39 a.m. I responded to Ms. Garcia's February 7, 2023 welcome email to ask: "How long does the loan forgiveness application take because I'm still in default I need that off my record ASAP". A true and accurate copy of this email is attached as Exhibit B.

11. Ms. Garcia did not respond to my email, so I submitted a complaint through StudentAid.gov website later that same day. My complaint stated as follows:

> i have enrolled in the loan forgivness program with USA Student debt Relief. i have started my payments on 02/08/2023 and now my loan is still in defult. i dont understand why when im on a payment plan can someone help please the fair thing too do is to take me out of defult ASAP. i signed a applaction with Student debt relief and my case manager name is AMANDA GARCIA. [sic throughout]

12. I also tried calling USA Student Debt Relief directly. I was not able to get ahold of Ms. Garcia, but I did speak to a different company representative whose name I cannot remember. She told me that it would take at least 30 days for my account to be taken out of default.

13. I felt reassured that they had given me a concrete timeframe, so I did not end up following up on the complaint I submitted through StudentAid.gov.

14. At 10:16 a.m. on February 14, 2023, I received an email from someone named

Leah Reed, who said she was with USA Student Debt Relief's Processing Department. The

email stated that the company had to change my federal student aid credentials again "as per the platform update request" and provided me with an updated set of credentials. (I am not sure what Ms. Reed meant by "platform update request.") The email also stated that it was "important not to change or modify this password, because that is how we monitor your account and the progress of your applications in the Federal Student Aid database." (I initially missed this instruction and went on StudentAid.gov to change my password from the generic one they had assigned me. After reviewing Ms. Reed's email again, I responded to apologize and ask that she reset my password again. She responded on February 15, 2023 stating that my new password

been submitted to Aidvantage. A true and correct copy of this email is attached as Exhibit E.

16. At 3:16 p.m. on February 15, 2023, I received an email from someone named Willie Franco, who also said he was contacting me from USA Student Debt Relief's Processing Department. Mr. Franco sent me a nine-page form entitled "U.S. Department of Education Application for Borrower Defense to Loan Repayment" that he asked me to fill out. He also asked me to submit proof of income in the form of either consecutive pay stubs, a 1040 tax form from 2020 and/or 2021, a W-2 form from 2020 and/or 2021, or a letter of explanation attesting to my current income. He instructed me to submit whatever form of proof showed the lowest income.

I was confused by Mr. Franco's instructions. The Borrower Defense to Loan
 Repayment form asked about whether my school had misled me or engaged in misconduct. I had

not discussed any issues like this with USA Student Debt Relief, so I wasn't sure why they had sent me this particular form. On February 17, 2023, I replied to Mr. Franco's email asking him to clarify what I was supposed to fill out. On February 20, 2023, Mr. Franco responded: "Goood morning Sr. The document that we sent you named BDTR if for your complete help. Please take your time read it and send us the documents that it require to process your application and you will receive the benefits as well I see your are not working at this moment. Thanks!" [*sic* throughout]. A true and correct copy of that email exchange is attached as <u>Exhibit F.</u>

18. I did my best to fill out the paperwork but was unable to figure out how to sign it. I wrote back to Mr. Franco asking if he could electronically sign the document for me. On February 21, 2023, Mr. Franco responded saying: "Good morning Sr. Yes I will help you out but please fill it out with the rest of the information." A true and correct copy of that email exchange is attached as <u>Exhibit G.</u>

19. I am not sure whether I ever sent Mr. Franco my partially completed copy of the Application for Borrower Defense to Loan Repayment. I thought that I had, but I am unable to find it in the "Sent Items" folder in my email. Mr. Franco did not continue following up with me about it.

20. I also do not remember whether I submitted documents in response to Mr. Franco's request from February 15, 2023 that I send him documents verifying my income. It is possible that I sent him a copy of my W-2, but I do not specifically remember doing so and I cannot find a record of it in the "Sent Items" folder in my email. Mr. Franco did not continue following up with me about that request either.

21. I am not sure what (if any) documents USA Student Debt Relief may have submitted to my loan servicer or the U.S. Department of Education on my behalf.

22. At some point, I noticed that my loans were no longer listed as in default on StudentAid.gov. I figured that this must be because USA Student Debt Relief had brought my loans back into good standing, which reassured me that they were a legitimate company.

23. Between February and June of 2023, USA Student Debt Relief charged my debit card five payments of \$109.40. Beginning July of 2023 and continuing through December of 2023, USA Student Debt Relief charged me six additional payments of \$9. In total, I paid the company \$601 over the course of 2023. On January 3, 2024, when I was in the midst of trying to cancel my account with the company, Mr. Franco emailed me a copy of a payment schedule that appears to accurately reflect what I paid and when. A true and accurate copy of that payment schedule is attached as <u>Exhibit H</u>.

24. Once the \$9 monthly payments started in July of 2023, I expected to see a gradual reduction in my loan balance. But when I checked my StudentAid.gov account, I saw that the balance remained unchanged. Confused, I called Mr. Franco at some point in the summer of 2023 to ask what was going on. Mr. Franco told me not to worry about the balance and assured me that I would start to see a difference toward the end of the program.

25. Mr. Franco and I spoke on the phone a handful of other times over the months that followed, and each time he was reassuring. On multiple occasions, he told me that they were doing a special promotion where I could pay a discounted lump sum of \$100+ upfront instead of making \$9 payments for the next year. I declined those offers.

26. On January 3, 2024, I logged back into my StudentAid.gov account to check my loan balance. My balance remained exactly the same despite my having made payments to USA Student Debt Relief for nearly a year. 27. I called Mr. Franco that same day to seek clarification. Mr. Franco told me that my loan balance will not go down until I "complete the program," which would not be for another 200 months. I asked him to send me copies of everything that I had signed so that I could try to figure out what program he was talking about. I also told him that I no longer wanted to participate in the program and that I wanted my money back. Mr. Franco told me that I could not get my money back and was noncommittal in response to my request that he withdraw me from the program.

28. Shortly after that call, I received an email from Mr. Franco with the subject line "What we do at USA Student Debt Relief." A true and accurate copy of that email is attached as Exhibit I. The email purported to explain what USA Student Debt Relief does. It stated:

At USA Student Debt Relief, we specialize in getting people enrolled in student loan forgiveness programs offered by the Federal Government. When enrolled in one of our forgiveness programs, our team of professionals works hard to give each client the best qualification possible and make sure that everything is done correctly and that their applications are submitted properly so that our clients can have the peace of mind in the knowledge that they are getting the maximum amount of assistance and benefits possible for their unique situation and work history, and are also assigned to the most affordable forgiveness program for their individual financial situation.

29. Mr. Franco went on to list various types of federal loan payment and forgiveness

programs, and then stated:

We ensure that you get the service related to what you discussed with your Case Manager. Our subscription and monthly fees pay for our team of professionals and our state of the art equipment and computer software designed for continuous daily monitoring and recertifying tasks throughout all of our clients' forgiveness program terms, which can last up to 240 months. At the end of the program terms, our clients' loans are completely forgiven. During the programs, our client's credit ratings related to their student loans are always up to date so that their credit ratings are not negatively affected in any way and have the backing of the Federal Government and all legal entities who are required to acknowledge the forgiveness programs as well as the debtors creditworthiness by law. Mr. Franco did not explain what specific "service related to what [I] discussed with [my] Case

Manager" I was receiving from USA Student Debt Relief.

30. Mr. Franco claimed that it is my lenders who are trying to mislead me, not USA

Student Debt Relief. He stated:

It is important for you to be aware that lenders are usually banking entities. It is not convenient for them that debtors receive forgiveness towards their loans. Firstly, they never inform debtors that the programs exist or what debtors are entitled to. Secondly, they often give false information, telling debtors that programs are fraudulent, but in reality, and in the case of our company, USA Student Debt Relief, we investigate, find and enroll debtors into the programs they are entitled to which save them large amounts of money for a very small fee, which is the cost for all our professional services and daily assistance of our dedicated personnel.

31. Mr. Franco concluded by expressing hope that he had sufficiently reassured me of the "need as our valued and respected client, to trust [them]" in securing the loan forgiveness I deserved. He said that USA Student Debt Relief was looking forward to working with me in the future. He did not acknowledge my request to withdraw from their program.

32. Mr. Franco's email included as an attachment a PDF labeled "Printable Account Information" from a company called Aidvantage. A true and accurate copy of that PDF is attached as <u>Exhibit J</u>. I now understand that Aidvantage is my loan servicer. (Up until then I believed that USA Student Debt Relief was my loan servicer.) The print-out showed that my loans are currently in forbearance. I had never created an Aidvantage account or otherwise interacted with that company prior to January 2024, so I do not know how or why my loans ended up in forbearance.

33. Mr. Franco's email and the Aidvantage document left me even more confused than I was before, so I called him back for a second time. During our second conversation, Mr. Franco again refused my request for a refund of the money I had paid. He urged me to stick with USA Student Debt Relief and assured me that my loans will be forgiven after 200 months. He said that if I seek assistance from a different company I will have to pay more, and that with USA Student Debt Relief I am getting a better deal.

34. Later that afternoon, Mr. Franco emailed me a copy of my "payment schedule." A true and accurate copy of that email is attached as <u>Exhibit H</u>. The schedule reflected the \$601 I paid in calendar year 2023 and listed 138 future \$9 monthly payments, which were slated to continue through June 22, 2035.

35. I next spoke to Mr. Franco the following day, on January 4, 2024. Once again, he tried to persuade me to remain enrolled in the program. He told me that if I remained enrolled, they would waive the monthly payments through April of 2024. I again explained that I wanted to cancel and asked that the company stop charging my card. Mr. Franco kept trying to talk me out of it, so eventually I just hung up the phone. At 2:51 p.m., I emailed Mr. Franco saying: "Hi I would like for this company to take me off the USA student debt relief program and stop charging my card please, also I would like a refund of my monies as well." A true and accurate copy of that email is attached as <u>Exhibit H</u>.

36. At 4:58 p.m. on January 4, 2024, I received an email from Mr. Franco confirming that he had canceled my account. As he had in prior emails, Mr. Franco tried to assure me that everything USA Student Debt Relief had done had been legitimate. He stated that they "want[ed] to handle a professional closure by reconfirming any doubts about our company and the existence of the programs offered," and then linked to a StudentAid.gov webpage about incomedriven repayment. He also encouraged me to visit USA Student Debt Relief's website so that I can "certify that we are a legally constituted company, with a large group of expert professionals in these matters and thus achieving today more than 3,000 registered in Forgiveness Programs and receiving these Federal benefits." A true and accurate copy of this email is attached as Exhibit K.

37. On January 9, 2024, I sent Mr. Franco a follow-up to my January 4 email asking for a refund, this time requesting that he send me copies of all the documents I had signed to enroll with USA Student Debt Relief. On January 10, 2024, Mr. Franco responded by attaching a copy of the contract I had purportedly signed and stating "Behold the service agreement that you signed and requested. If you read the contract we can't refund money due that our service has been completed on your behalf, Thanks and have a nice day !" [sic throughout]. A true and accurate copy of that email is attached as <u>Exhibit H</u>.

38. After canceling my account with USA Student Debt Relief, I started trying to piece together what they had done with my student loans. I logged into my StudentAid.gov account and saw that my loans had been consolidated on April 4, 2023 and then enrolled in the Pay As You Earn (PAYE) plan. As far as I recall, no one from USA Student Debt Relief ever spoke to me about consolidation or asked for permission to seek consolidation on my behalf.

39. I am currently in the process of trying to gain access to my Aidvantage account so that I can learn more about the current status of my loans and how and when to make payments.

40. If I had known that USA Student Debt Relief was not my loan servicer and was in no way associated with the U.S. Department of Education, I would never have listened to Ms. Garcia's pitch when she first called me. Had I known that the money I was paying every month was being pocketed by USA Student Debt Relief rather than applied to my loans as the fixed low monthly payment they had promised, I never would have given them my debit card information. And if I had known that USA Student Debt Relief was charging me for services that the U.S. Department of Education and my loan servicer offer for free, I would never have engaged with them at all.

Executed on 01 26, 2024.

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Bamth

Kristan Goldsmith

PLEASE COMPLETE THE FOLLOWING FORMS AND RETURN THEM TO USA STUDENT DEBT RELIEF IMMEDIATELY



Toll Free Phone (877) 871- 6116 Mailing Address: USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL 34231

1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116
 Toll Free Phone

Goldsmith Attachment A, page 1 of 11

CREDIT CARD TRANSACTION FORM

SERVICE AGREEMENT CLIENT VERIFICATION

		SECTIONA: BOR	RROWERINF	ORMATION		
Borrower's Name (First and	d Last Name)					
Kristan A Goldsmit	th					
Social Security Number	Cell Number	DOB (mm/dd/yyyy)	Present Add	ress (street, city, st	ate, ZIP	
					Phila	delphia, PA
Gross Annual Income		USA Student Debt Relief Fil	e Number	Tax Filin	g Status	
\$0.00		E086831		Single	e	
		SECTION B: SERVICE LO	AN QUALIFICATI	ON		
Program Type	Current or Past Due	Approx Weighter	d Interest Rate	Approx	Monthly Payment	Approx/Verified Balance
Pay As You Earn		6.62		\$0.	00	\$NaN
		SECTION	C: COST FOR S	ERVICE		
Total Consolidated	Balance:	11424.0000	Program	Enrollment:	\$448.00	
One-Time Set-Up Cost: \$99.00		\$99.00	Monthly	Monitoring:	\$9.00	
lame on Card			dooren en e	-	d, Visa, American Express	, Discover Card)
Name on Card			Name (of Card (Mastercard	d, Visa, American Express	, Discover Card)
Kristan Goldsmith						
Credit Card Number			Expirat	ion Date (mm/yy)	CW	Security Code
Billing Address (street, city,	state, ZIP)				Enrollment Fee Paid	By Monthly Monitoring Paid b
		Philadelphia, PA			2/22/2023	7/22/2023
		SECTI	ION E: SIGNATU	RE		
Printed Name: Ki	ristan A Goldsm	hith				
Signature:	24		Date:	02/07/2023		
By signing ab	ove: I hereby a	authorize USA Student Debt	Relief (COM	PANY) to initia	ate credit entries to	my (our) Credit card
account. CO	MPANY is san	ctioned to debit the account	t(s) indicated	on the informa	tion provided abov	e, from the financial
institution sai	id account is es	tablished with, also identifie	d above. This	authorization i	is binding until CON	PANY has received
written notificat	tion to cancel fr	om me (or person(s) represe	enting party) s	tating the term	ination of this agree	ment in such manner

as define in the original agreement, to offer COMPANY reasonable opportunity to act as define upon it.

1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116
 Toll Free Phone

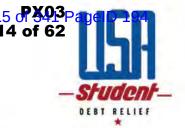
Goldsmith Attachment A, page 2 of 11

DEBT RELIEF

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TRANSACTION SCHEDULE

INVOICE



BILL ТО: Kristan A Goldsmith Philadelphia, PA		PAY ABLE TO: USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL, 34231 Phone:877-871-6116		
QUANTITY	PRODUCTS & SERVICES	TRANSACTION DATE	AMOUNT	
	Program Enrollment			
5	(One time fee to be parted into 5 payments)	2/22/2023	\$547.00	
	1 of 5	2/22/2023	\$109.40	
	2 of 5	3/22/2023	\$109.40	
	3 of 5	4/22/2023	\$109.40	
	4 of 5	5/22/2023	\$109.40	
	5 of 5	6/22/2023	\$109.40	
		7/22/2023	\$9.00	

The signature(s) provided below on this Complete Payment Authorization and Schedule Form authorizes payment on services rendered by USA Student Debt Relief (COMPANY). COMPANY is authorized to charge my account (listed in Section D on the Service Agreement Client Verification) in the amount listed above for the products/services that are outlined and enclosed in the invoice and agreement. I have discussed and understood the products/services in the invoice and agreement provided by COMPANY and recognizes these as the product/services provided by COMPANY. In the case of returned payment and /or chargeback, I (we) understand and accept that a fee will be applied and charged to my (out) account

1300	02/07/2023	
Borrower Signature	Date	
Co-Borrower Signature	Date	

1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116
 Toll Free Phone

Goldsmith Attachment A, page 3 of 11

STUDENT LOAN CONSOLIDATION AND REPAYMENT PLAN SERVICES

This Student Loan Consolidation and Repayment Plan Services Agreement (hereinafter the "Agreement") is made and entered into, on the date indicated below, between USA Student Debt Relief, a Florida Corporation ("Company") and Client (as stated on Service Agreement Client Verification Page), hereinafter referred to as ("Client") residing at address on Service Agreement Client Verification Page.

WHEREAS, the Company is in the business of arranging and processing Federal Student Loan Consolidation and Repayment Plan Applications through the US Department of Education ("DOE") for clients with qualifying Federal student Loans; and

WHEREAS, the Client wishes to employ Company to perform the following services ("Services"): (1) analyze Client's Federal Student Loan debt situation; (2) research potential debt restructuring or repayment options that are available to Client; (3) present Client with the results of such research; (4) prepare a Federal Student Loan Consolidation plan and application for Client; and optionally (5) continue to manage said repayment schedule on behalf of client by monitoring the file and providing the necessary paperwork to DOE or loan servicer on Client's behalf throughout the term of the loan to ensure that Client continues to receive the maximum benefits offered by the DOE program.

NOW, THEREFORE, in consolidation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1) SERVICES AND FEES

a) Services

Upon receipt of all information and verified documentation from Client and payment of the Enrollment Fee, Company will prepare the initial DOE paperwork and send said documents to Client for signature. Upon return of the signed documents to Company, the documents will be reviewed and processed for submission to the DOE. Company shall further monitor the application status with the DOE if Client elected such service on the Service Agreement/Client Verification form.

b) Fees for Services/Setup

There will be a one-time, non-refundable \$99 setup fee required to create client's account, including inputting client information, reviewing and researching available programs, and gathering of necessary documents. All processing of Client's account will begin the date that payment is accepted by Company. In exchange for services rendered by Company, Client agrees to pay to Company an Enrollment Fee of \$400. Said fee is to be paid as required on the attached Service Agreement Client Verification form. Company provides a 30 Day Full Satisfaction 100% money back guarantee of the Enrollment Fee only if the DOE rejects Client for a Federal Student Loan Consolidation or Repayment Plan. Notwithstanding anything herein to the contrary, upon expiration of the cancellation period as identified in this Service Agreement, there are no refunds or prorated refunds thereafter.

c) Payment and Processing Fees

Client hereby authorizes Company to deduct all payments due according to this contract from the financial institution (as listed on Service Agreement Client Verification Page) or such other financial institution that may be used by Client. In the event of Client's default of the obligations herein, Client authorizes Company to debit Client's account for the full amount due under this agreement. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by Company to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until Company has received written notice from Client of its termination in such time and such manner as to afford Company a reasonable

Goldsmith Attachment A, page 4 of 11

Page 16 of 62 opportunity to act. A fee/payment (whether paid by debt or other means) that is not honored by Client's financial institution for any reason will be subject to a \$20 service fee, the amount of which may be debited from Client's account by Company. Client agrees to pay an additional \$15 fee monthly if Client fails to provide Company with a valid financial institution account for automatic debits at any point after Company begins the consolidation and servicing process.

d) Limited Money Back Guarantee

No refunds will be given after Company has provided DOE paperwork to Client by mail or electronic delivery, or if Client fails to continue the process after the signing of this document. Company will reimburse the Enrollment Fee Payment if, and only if, the Client fails to receive a Federal Student Loan Consolidation or repayment plan through the Department of Education after reasonable efforts by both parties and is subject to the following conditions: (1) student loans that Client presents to Company are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted; (2) Client fully cooperates, is honest and timely in providing all information requested by Company and DOE; and (3) Client does not possess a characteristic that pursuant to DOE rules would disqualify Client from receiving a consolidation. All refund requests may be mailed to the following address: Attention: 1412 Pine Bay Drive, Sarasota FL 34231.

2) OBLIGATIONS OF COMPANY

Company's obligations are set forth in Section 1(a) hereinabove. Client hereby acknowledges that Company shall not be obligated to provide any services to Client other than those set forth above and in the Service Agreement Client Verification form. Subject to the terms and conditions of this Agreement, Company will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under this Agreement and applicable laws, to perform and fulfill all obligations to be performed and fulfilled under this Agreement.

3) OBLIGATIONS OF CLIENT

Client hereby affirms that Company has provided them with a counseling session with a Company Student Loan Counselor. Client acknowledges and warrants to Company that he / she/ they will, at all times, provide Company with information and documents that are complete, accurate, and true to the best of their knowledge and belief. The Client shall pay all sums due to the Company promptly and in accordance with the terms of this Agreement. Time shall be the essence in respect of the payment of all such sums. Client shall cooperate with Company and provide all reasonable assistance to Company in order to allow for Company to provide the Services hereunder. Client acknowledges that such cooperation and assistance is necessary to enable Company to perform the Services.

4) LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of Company, Company's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Company from Client pursuant to this Agreement.

5) RIGHT OF CLIENT TO CANCEL

a) Notice of Right to Cancel

Company provides Client with the right to cancel this Agreement, without cost to Client, within 30 business days of the date Client executes this Agreement. If Client cancel's this Agreement within the 30 day period, all funds paid by Client to Company (other than the non-refundable set

up fee) will be returned to Client. Upon expiration of the cancellation period, there will be no refunds other than those outlined in Section 1(d) herein.

b) Notice of Cancellation

If Client decides to cancel this Agreement, you may do so by notifying Company in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing the document.

Please email or mail to:

info@USAsudentdebtrelief.com

Mail: 1412 Pine Bay Drive, Sarasota FL 34231

If Client cancels via mail, Company must receive the above notice at the stated address, no later than midnight of the 30th business day, following the date of Client's execution of this Agreement. Sunday is not considered a business day. If Client emails a written notice to cancel; it must be delivered to the above email address in the same time-frame as mail.

6) INDEMNIFICATION

a) Client hereby agrees to defend and hold harmless Company from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representation and warranties herein contained. This Agreement constitutes the entire agreement between the parties. Company makes no warranty, express, or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against Company, its officers, directors, employees, agents, brokers, and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of Company or Client's failure to follow any recommendation of Company, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination.

7) CROSS-REFERENCES

All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

8) TIME IS OF THE ESSENCE

With every provision of this Agreement, time is of the essence. Once initial and pertinent paperwork has been received, processing will begin. Company will always perform services with efficient time management. Please be advised that Federal Student Loan Applications rely on the relevant lenders for prompt service and Company cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the Department of Education (DOE) is 90 days, the period of time required may be prolonged contingent on any services rendered by relevant lenders or DOE.

9) ELECTRONIC SIGNATURES

The parties mutually understand and agree that electronically signed signatures of this Agreement shall be deemed an original for all lawfully enforceable purposes. Client agrees, unless specifically requested otherwise, that by entering into transactions with Company, Client affirms consent to receive, in an electronic format, all information, copies of agreements and correspondence from Company and to also send information in an electronic format unless previously agreed upon in writing with Company. Client consents and agrees that Company may provide all disclosures, periodic statements, notices, receipts, modifications, amendments,

Goldsmith Attachment A, page 6 of 11



and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client reserves the right to receive a paper copy of any of these electronic records, if applicable law specifically requires Company to provide such documentation. Client's consent may be withdrawn at any time upon Company's receipt of such withdrawal. Withdrawal of consent will decrease the speed of completion of transactions and delivery. To inform Company of a decision to; withdraw consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update your information you may

send an email to info@USAstudentdebtrelief,com; call us at: 1-877-871-6116, or mail a letter to the following address: USAstudentdebtrelief, 1412 Pine Bay Drive, Sarasota FL 3423.

10) COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11) NO TAX OR LEGAL ADVICE PROVIDED

Company and its agents do not and will not provide tax or legal advice. Client is advised to consult with a lawyer, accountant, or tax advisor regarding the tax and legal consequences of participation in any program.

12) THIRD PARTY AUTHORIZATION FORM

The attached Third Party Authorization Form will serve to acknowledge that Client has authorized Company to act on their behalf to review and prepare applications and perform the Services. Client hereby authorizes Company to verify all of Client's past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to perform services or process Clients Federal Student Loan Consolidation or Repayment Plan Application. It is understood that a copy of this form will also serve as authorization. The information Company obtains will only be used for the Services prescribed in this Agreement.

13) NOTICES AND CONSENT GIVEN

Company records and archives all incoming and outgoing telephone calls. Client hereby consents to such recordings and/or monitored phone calls for quality assurance purposes. Client understands that Company will need to contact Client for various servicing issues throughout the consolidation period and subsequent servicing timeframe, and Client consents to allow Company to contact Client via Client's e-mail address and any telephone numbers that Client has provided to Company. Client understands and consents that Company has the right to assign or sell Company's servicing portfolio, and that the assignee/buyer must be bound by all provisions of this Service Agreement between Client and Company.

14) COMPLAINT POLICY:

The Company's goal is to provide exceptional service to our clients. While every effort is taken to ensure we treat our clients in a fair, courteous, and honest manner, we are also subject to error. We believe that our clients have the right to voice their opinion and the right to have their complaints addressed. We also believe that a successful organization must be willing to evolve in order to meet the needs of its clients. Therefore, we have established a complaint process for clients who are unsatisfied with the service or treatment they receive. How to send in a complaint: In the event you are unsatisfied with our service, please direct your comment or complaint with the employee or team responsible. If the individual employee cannot resolve the matter, we will engage the relevant manager or director to try to resolve the matter. We will always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution provided, you may then notify our Compliance Officer in writing at:

E-mail address: info@USAStudentdebtrelief.com

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please include the following in your written correspondence. A clear description of the complaint and any suggestions you may have that would resolve your grievance. Details of any relevant information relating to any contacts you may previously have had with Company on this subject. Whether it is n original complaint, or a follow-up to a reply you were not satisfied with. Your complete contact information (including full postal address, telephone number, and e-mail address) and your date of birth (for verification purposes). The Company strives to resolve all complaints as quickly and efficiently as possible. Client can expect to receive a response from Company within 10 business days after submitting a complaint. If Client's case is particularly complex and cannot be resolved within 10 days, Company will provide Client with an estimated time in which to receive a response.

15) DISPUTE RESOLUTION; GOVERNING LAW; VENUE

This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Florida. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this Agreement or the transactions contemplated hereby must be brought either in the courts sitting in Sarasota County Florida, or in the United States District Court for the Central District of Florida in Tampa and by execution and delivery of the Agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

16) SEVER ABILITY

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect.

17) FORCE MAJEURE

Neither party shall be responsible or liable to the other party for delays or failures (including any delay by the Company to make progress in the provision of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of the United States Government and any of its agencies and branches.

18) HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for convenience only and shall not in any way affect the interpretation of the provisions of this Agreement.

CLIENT(S), BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHAGE FOR THE ENROLLMENT FEE PAYMENT FOR COMPANY'S SERVICES. COMPANY IS NOT A LENDER OR SERVICER OF ANY SORT, DURING THE PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE BENEFIT FROM THE SURVICES THAT COMPANY INTENDS TO PROVIDE HEREUNDER. CLIENT FURTHER ACKNOWLEDGES THAT COMPANY, AND/OR ANY OF ITS AGENTS HAVE PROVIDED NO GUARANTEES TO CLIENT OF A SPECIFIC OUTCOME, AND A POSITIVE OUTCOME CANNOT BE GUARANTEED. CLIENT HAS BEEN ADVISED THAT ALL INFORMATION REQUIRED FOR CONSOLIDATING OR QUALIFYING FOR A REPAYMENT PLAN FOR THEIR LOANDS AND/OR GARNISHMENT LOAN IS AVAILABLE TO THEM DIRECTLY AT NO COST THROUGH THE DEPARTMENT OF EDUCATION AND HAS DECODED ON THEIR OWN ACCORD TO PROCEED WITH THE SERVICES PROVIDED BY, AND THE ASSISTANCE OF, COMPANY. CLIENT UNDERSTANDS COMPANY DOES NOT OR WILL NOT PAY CLIENT STUDENT LOAN. COMPANY'S

Goldsmith Attachment A, page 8 of 11

Page 20 of 62

SERVICES AND PROGRAM HAS BEEN EXPLAINED IN FULL AND TO CLIENT'S SATISFACTION. CLIENT IS FULLY AWARE AND UNDERSTANDS WHAT CLIENT IS ENROLLING IN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Agreed to and accepted by:

COMPANY

CLIENT

Printed Name: USA Student Debt Relief Printed Name: Kristan A Goldsmith

THIRD PARTY AUTHORIZATION

TO: ANY AND ALL OF MY STUDENT LOAN CREDITORS:

I, hereby duly authorize, empower and appoint Company, its agents and representatives, permission to perform any acts necessary or convenient on my behalf, including but not limited to, the following:

1. Prepare, sign, and file any documents pertaining to my student loans with any governmental body or agency, represent me in all student loan matters including: negotiating, compromising, or settling any matters with said government agencies, and communicate on my behalf as I would were I present and acting with any and/or all of my federal student loan providers

2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, including but not limited to: the balance of my account, payment history verification of the account and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide Company is true and accurate.

3. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, to communicate directly with Company concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act. I further request that all of my lenders direct all further telephone calls to:

Company of 1412 Pine Bay Drive, Sarasota FL 34231; 1-877-871-6116. Any and all communications directed to me will be referred to Company and per my instruction lenders and servicers should only deal directly with Company. I understand that Company is not a law firm, is not licensed to practice law or provide legal advice, and that I will not request or accept, any legal advice from Company relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against Company relating to the practice of law.

I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the Company program.

I agree that any electronic copy of my signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Third Party Authorization shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

This Third Party Authorization granted to Company shall remain in force unless it is rescinded or modified in writing or upon

Client Signature:

Date: ______

NOTICE OF RIGHT TO CANCEL

1. YOUR RIGHT TO CANCEL:

USA Student Debt Relief (USASDR) is in the business of providing student relief services for our CLIENT(S). CLIENT(S) have signed and agreed to the terms and conditions of the above AGREEMENT. USASDR is providing CLIENT(S) with the right to cancel the AGREEMENT, without cost; within thirty (30) business days of the date CLIENT(S) signed the original AGREEMENT.

If CLIENT(S) cancels the AGREEMENT within this 3\thirty (30) day period, the funds will be returned to CLIENT(S). USASDR will return any funds CLIENT(S) paid, except the non-refundable \$99 set up fee to USASDR and/or to anyone else in connection with the AGREEMENT. Upon expiration of the cancellation period, as identified in this Service Agreement, there will be no refunds.

2. HOW TO CANCEL:

If you decide to cancel this AGREEMENT, you may do so, by notifying us in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing this document.

Please email to:

Email: info@USAStudentdebtrelief.com

Or mail to:

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please note if you cancel via mail, we must receive the above notice at the below-address, no later than midnight of the thirtieth (30) business day, following the date of your signing the Agreement. Sunday is not considered a business day. If CLIENT(S) fax and/or hand-deliver a written notice to cancel; it must be delivered to the above address not later than that timeframe.

Client Signature: _____

Printed Name: _____

Date:		

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 123 of 341 Page 22 of 62

DigiSig er

Audit Trail

DigiSigner Document ID: 385f1c0a-abbf-423b-bf93-d9a96e22a0c8

Signer

Email: IP Address;		-
Email: IP Address:	205	
Email:		

Event

IP Address:

Upload document Send for signing

Open document

Sign document

Close document

User digisign@leadtrac.net digisign@leadtrac.net



Signature





Time

02/07/2023 10:53:41 AM EST 64.22.152.61 02/07/2023 10:53:41 AM EST 64.22.152.61

02/07/2023 10:54:15 AM EST

02/07/2023 10:55:30 AM EST

02/07/2023 10:55:30 AM EST

IP Address



Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 124 of 341 Page 23 of 62 Page 23 of 62

> From: Date: February 13, 2023 at 9:39:43 PM EST To: amanda.g@usastudentdebtrelief.com Subject: Re: Required Documentation - forgiveness program

How long does the loan forgiveness application take because I'm still in default I need that off my record ASAP

Sent from my iPhone

On Feb 13, 2023, at 9:18 PM, wrote:

Yes I have a question

Sent from my iPhone

On Feb 7, 2023, at 11:07 AM, amanda.g@usastudentdebtrelief.com wrote:

Kristan, welcome to forgiveness program,

This is AMANDA GARCIA your Case Manager at <u>USA</u> <u>Student Debt Relief</u>. I hope this message finds you well.

These are your credential for accessing to FSA and check your current student loan status <u>https://studentaid.gov/</u>. **Please, save them.**

Username: Password:

We will continue to communicate with you to ensure that your application is submitted correctly. Here's your file number, please save it, we will confirm it everytime we get in contact with you.

File Number: E086831

Please, note that failure to provide any of the requested information/documentation in a timely manner may result in a delay or rejection of your application.

Should you have any questions, please reach out to my direct phone at (941) 280-0657 or visit us at <u>www.usastudentdebtrelief.com</u>

Thank you for your cooperation and have an excellent day! If you need to reach out to me at the bottom you will find all of my contact information.

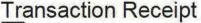
Kind regards,

<image002.png>

IMPORTANT INFORMATION: This email is intended only for the person(s) named in the message header. This message (including any attachments) may contain confidential, proprietary, privileged and/or private information exempt from disclosure under applicable law. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please, notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited. Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 126 of 341 PageID 20503 Page 25 of 62



Your Card Sale is complete! Below is your receipt with all relevant transaction information.





FEB/08/2023 Time: 04:30 PM EST \$109.40

Type File Number ID: Card Sale E086831

Billing Details

Kristan A. Goldsmith

PHILADELPHIA, PA,



Julian Lopez

Accounting Dept

Phone: (877) 871-6116 Ext. 121 Direct: (941) 479-1656 Email: julian.l@usastudentdebtrelief.com www.usastudentdebtrelief.com Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 127 of 341 Page 26 of 62 Page 26 of 62

> From: Date: February 15, 2023 at 3:16:44 PM EST To: leah.r@usastudentdebtrelief.com Subject: Re: KRISTAN, FSA CREDENTIALS UPDATE - USA STUDENT DEBT RELIEF

Ok

Sent from my iPhone

On Feb 15, 2023, at 2:18 PM, leah.r@usastudentdebtrelief.com wrote:

Good afternoon, Mr. Goldsmith. Thank you so much for your message.

Your new password is:

You can access in 30 minutes

From:

Sent: Tuesday, February 14, 2023 1:33 PM To: leah.r@usastudentdebtrelief.com Subject: Re: KRISTAN, FSA CREDENTIALS UPDATE - USA STUDENT DEBT RELIEF

I'll need you to update my password again

Sent from my iPhone

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 128 of 341 Page 3207 Page 27 of 62

On Feb 14, 2023, at 1:29 PM,

wrote:

Ok I'm sorry I didn't know that you need my password, so u will have to change it again I'm sorry Sent from my iPhone

> On Feb 14, 2023, at 10:16 AM, leah.r@usastudentdebtrelief.com wrote:

<image001.png>

Greetings, Mr. Goldsmith. File # E086831.

This is Leah Reed, with the Processing Department at USA STUDENT DEBT RELIEF, the company that is helping you with your student loan debt. I hope this message finds you well.

We would like to thank you for the opportunity you are giving our company to serve you. We will continue to communicate with you to ensure that your application is submitted correctly.

We want to notify you that we had to change your FSA (Federal Student Aid) credentials as per the platform update request. We are sending you your new credentials, so you can check the status of your Federal Student Loans any time you need to research any information. Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 129 of 341 Page 28 of 62 Page 28 of 62

https://studentaid.gov/

1.	Username:	
2.	Password:	

If you receive any notifications on this, please disregard them and be aware that it has been us working on your case. **Remember that it is** important not to change or modify this password, because that is how we monitor your account and the progress of your applications in the **Federal Student** Aid database.

If you have any questions, please call us back at following number:

<image002.png>

<image003.png> <image004.jpg> USA Student Debt Relief, 14 12 Pine Bay Drive, Sarasota FL 34231, USA. Sarasota, FL 34234 United States, Florida, Florida, United States, (877) 871-6116

<image005.png> <image006.png> <image007.png>

From: leah.r@usastudentdebtrelief.com Date: February 14, 2023 at 10:56:19 AM EST To:

Subject: KRISTAN, YOUR STUDENT LOAN FORGIVENESS APPLICATION SENT - USA STUDENT DEBT RELIEF

?

Greetings, Mr. Goldsmith. File # E086831.

We are contacting you, from the Processing Dept. at USA Student Debt Relief, hoping you are doing well.

Your Income Driven Repayment Plan Application has been submitted to AIDVANTAGE. Your current servicer is DEBT MANAGEMENT AND COLLECTIONS SYSTEM, so you may receive notifications from them.

Feel free to contact us once you have received correspondence from them.

If you have any questions, please call us back at following number:

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 131 of 341 Page 30 of 62



Best regards,



USA Student Debt Relief, 14 12 Pine Bay Drive, Sarasota FL 34231, USA. Sarasota, FL 34234 United States, Florida, Florida, United States, (877) 871-6116



Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 132 of 341 Page 3211 Page 31 of 62

> From: willie.f@usastudentdebtrelief.com Date: February 20, 2023 at 9:09:24 AM EST

To: Subject: RV: INCOME VERIFICATION + BDRT APPLICATION FORM FOR STUDENT LOAN FORGIVENESS - USA STUDENT DEBT RELIEF

Mr Goldsmith

File # E086831

Goood morning Sr. The document that we sent you named BDTR if for your complete help. Please take your time read it and send us the documents that it require to process your application and you will receive the benefits as well I see your are not working as this moment. Thanks!

De:

Enviado el: Friday, February 17, 2023 2:54 PM Para: willie.f@usastudentdebtrelief.com Asunto: Re: INCOME VERIFICATION + BDRT APPLICATION FORM FOR STUDENT LOAN FORGIVENESS - USA STUDENT DEBT RELIEF

Wait I don't understand what is it that I'm supposed to get filled out again

Sent from my iPhone

On Feb 15, 2023, at 3:24 PM,

wrote:

Ok I'll get this done ASAP Sent from my iPhone

On Feb 15, 2023, at 3:16 PM, willie.f@usastudentdebtrelief.com wrote:

<image001.png>

Greetings, Mr. Goldsmith File # E086831

This is Willie Franco, with the Processing Department at USA Student Debt Relief. We hope this message finds you well.

We would like to thank you for the opportunity you are giving our company to serve you. We will continue to communicate with you to ensure that your application is submitted correctly. **Please, make sure to send in all required documents and information within this month:**

1. BORROWER DEFENSE TO LOAN REPAYMENT (see BDTR form attached):

Bear in mind the following eligibility requirements:

- 1. Under the law, you may be eligible for Borrower Defense to Loan Repayment Forgiveness of the federal student loans that you took out to attend a school if that school misled you or engaged in other misconduct in violation of certain state laws.
- 2. Specifically, you may assert borrower defense by demonstrating that the school, through an act or omission, violated state law directly related to your federal student loan or to the educational services for which the loan was provided.
- 3. You may be eligible for borrower defense regardless of whether your school closed, or you are otherwise eligible for loan forgiveness under other laws.
- 4. Applying for borrower defense will require you to provide the following:
 - Your personal details and contact information.
 - School enrollment dates and status.
 - Program and degree information.

• Any information about additional loan reduction or tuition recovery requests.

• Confirmation that you wish to place your current William D. Ford Federal Direct Loan (Direct Loan) Program Loans and/or Federal Family Education Loan (FFEL) Program loans in forbearance.

Your basis or allegations for borrower defense including:

<image002.png>

what the school told you;

<image002.png>

what the school failed or omitted to tell you;

<image002.png>

what state or federal law your school violated related to your federal student loan or to the

educational services the loan was provided;

<image002.png>

how the school communicated with you;

<image002.png>

the name and title of the person(s) that you

believe misled you; and

<image002.png>

why you believe that you were misled.

<image002.png>

Supporting documentation that demonstrates or supports your claim and/or allegations such

as transcripts, enrollment agreements,

promotional materials from the school, emails with school officials or your school's manual, or course catalog.

> When you get to SECTION V of your application, make sure to select the option that says YES to placing your student loans in forbearance and stopping collections on any loans in Default.

1. **PROOF OF INCOME**: Please submit one of the following. Whichever shows the lowest income.

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 135 of 341 Page 3214 Page 34 of 62

- CONSECUTIVE PAY STUBS: dated within the last 60 days. Send in 4 paycheck stubs if you get paid bi-weekly/semimonthly/monthly, send in 4 paycheck stubs if you get paid weekly. <u>Make sure your</u> <u>paycheck stubs are complete</u> and show your name, <u>company's name, pay period,</u> <u>all earnings and deductions.</u>
- 1040 TAX FORM: pages 1 and 2 from 2020 and/or 2021 tax return form (only if you filed taxes as single or head of household). If you didn't file taxes for these years, disregard this document.
- 3. W-2 FORM: 2020 and/or 2021 form (only if you filed taxes as single or head of household). If you didn't file taxes for those years, disregard this document.
- 1. **LETTER OF EXPLANATION** (handwritten and signed): this must be a letter stating that this is your only way of proving how you get paid.

(Today's date)

To Whom It May Concern:

I am currently working at ______, in (state). My gross income is \$_____, per pay check, which is paid weekly/biweekly/monthly/semimonthly.

Sincerely,

(Print Signature)

(Print Name)

You may send in your documents by replaying this email or to the following:

1. **Email:**

documents@usastudentdebtrelief.com

2. **Fax:** 941-479-3532

IMPORTANT: content of your the paperwork must be legible and clearly visible. If you're taking pictures of it, make sure that there are no shadows on it, it doesn't come up too dark nor too bright, and all 4 corners of the documents are visible. You'll be contacted by USA Student Debt Relief and will be asked to submit new documents if any of them are rejected by our Documents Department or the US Department of Education due to illegibility. Please, note that failure to provide any of the requested information/documentation in a timely manner may result in a delay or rejection of your application.

If you have any questions, please call us back at following number:

<image003.png>

Best regards,

<image009.png> <image005.jpg>

USA Student Debt Relief, 14 12

Pine Bay Drive, Sarasota FL 34231, USA. Sarasota, FL 34234 United States, Florida, Florida, United States, (877) 871-6116

<image006.png> <image007.png> <image008.png>

<Borrower-defense-application form.pdf>

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 138 of 341 Page 3217 Page 37 of 62





U.S. DEPARTMENT OF EDUCATION APPLICATION FOR BORROWER DEFENSE TO LOAN REPAYMENT

If your school misled you or engaged in other misconduct, you may be eligible for "borrower defense to repayment," which is the forgiveness of some or all of your federal student loan debt.

FORM INSTRUCTIONS: To apply, you must complete, sign, and submit this form to the U.S. Department of Education for review.

You may attach additional documents, such as transcripts, enrollment agreements, and promotional materials from your school. Once completed, please submit this form and any additional documents you believe will help us review your application by email to <u>BorrowerDefense@ed.gov</u> or mail to US Department of Education - Borrower Defense to Repayment, PO Box 1854, Monticello, KY 42633.

Fields marked with an asterisk (*) are required for your application to be considered complete.

SECTION I: BORROWER INFORMATION

Please provide contact information for the borrower:

*Name (First, Middle, Last)		*Date of Birth (mm/dd/yyyy)	*Social Security Number
*Telephone Number	*Email Address		

*Street Address	*City	*State	*Zipcode

*Are you a PARENT who took out a federal loan on behalf of the student?

Yes No

*If yes, please enter the full name of the student (Last, First, Middle):

*If yes, please enter the student's Social Security Number:

SECTION II: SCHOOL INFORMATION

*School

Campus (including on-line campuses for distance education borrowers)

*Location (City, State)

* Enrollment Dates at this school:

*From (month/year):

*To (month/year):

If you are still attending this school/campus, please indicate by checking the box.

Check if the enrollment dates above are approximate, or if you are unsure of them.

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 139 of 341 Page 38 of 62

If your attendance at the school listed above was not or has not been continuous (for example, from October 2015 to March 2016, then again from August 2016 to November 2016), please describe all dates that you attended.

*Program Name or Major (e.g. Nursing, Medical Assistant, Paralegal).

Credential/Degree Sought (e.g. Certificate, Diploma, Associates, Bachelors, Masters).

If you enrolled in multiple programs at the school listed above, please describe all programs that you were enrolled in.

*Current Status at school listed above				
Graduated	Transferred Out	[

Attending

SECTION III: OTHER LOAN REDUCTION OR TUITION RECOVERY REQUESTS

Withdrew

*Have you made any other requests to have your Federal loans forgiven (for example, under a closed school discharge or false certification discharge from the U.S. Department of Education)?

🗌 Yes 🔄 No

*If yes, please describe these other request(s), including the amount of any loan forgiveness that you received, and attach any documentation about the requests, if available.

*Have you made any requests to anyone else to recover tuition amounts that you paid to your school (for example, a lawsuit against the school or a claim made to a tuition recovery program)?

🗌 Yes 🔄 No

*If yes, please describe these other request(s), including the amount of the payment that you received (if any), and attach any documentation about the requests, if available.

SECTION IV. BASIS FOR BORROWER DEFENSE

Answer the questions for each section below that applies to you.

For each section below that applies to you, please provide a **detailed** description of why you believe you are entitled to borrower defense, including the following information:

- 1. How the school communicated with you, whether in a brochure, online, over the phone, by email, or in person
- 2. The name/title of people who you believe misled you (if known)
- 3. What the school told you or failed to tell you.
- 4. Why you believe you were misled.

Attach any related documents, such as transcripts, enrollment agreements, promotional materials from the school, emails with school officials or your school's manual, or course catalog.

Note: You only need to provide information for the sections below that apply to you, but you must complete at least one section. If you are a Parent PLUS borrower, the word "you" in the following sections also refers to the student.

If you need more space to complete any section, please attach additional pages to your application.

EMPLOYMENT PROSPECTS

Did the school mislead you (or fail to tell you important information) about promises of future employment, likelihood of finding a job, eligibility for certification or licensure in your field of study, how many students graduate, and/or earnings after graduation?

Yes No

If yes, you must provide <u>detailed</u> information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

*Did you choose to enroll in your school based in part on the issues you describe above?

🗌 Yes 🔄 No

PROGRAM COST AND NATURE OF LOAN

Did the school mislead you (or fail to tell you important information) about how much your classes would cost, how you would pay for your education, the terms of loan repayment, and/or other issues about the cost of your education?

🗌 Yes 🛛 No

If yes, you must provide <u>detailed</u> information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

*Did you choose to enroll in your school based in part on the issues you describe above?

Yes No

TRANSFERRING CREDITS

Did the school mislead you (or fail to tell you important information) about transferring your credits from this school to other schools?

🗌 Yes 🔄 No

If yes, you must provide <u>detailed</u> information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

*Did you choose to enroll in your school based in part on the issues you describe above?

CAREER SERVICES

Did the school mislead you (or fail to tell you important information) about the availability or quality of job placement, career services assistance, or the school's connections to employers within your field of study?

🗌 Yes 🕅 No

If yes, you must provide <u>detailed</u> information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

*Did you choose to enroll in your school based in part on the issues you describe above?

🗌 Yes 🗌 No

			Page 41 of 62
Case 8:24-cv-01626-KKM-AAS	Document 3-1	Filed 07/09/24	Page 142 of 341 Page 221

EDUCATIONAL SERVICES

Did the school mislead you (or fail to tell you important information) about educational services, such as the availability of externships, qualifications of teachers, instructional methods, or other types of educational services?

🗌 Yes 🔄 No

If yes, you must provide <u>detailed</u> information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

*Did you choose to enroll in your school based in part on the issues you describe above?

Yes No

ADMISSIONS AND URGENCY TO ENROLL

Did the school mislead you (or fail to tell you important information) about the importance of enrolling immediately, the consequences of failure to enroll, how difficult it was to be admitted, or anything else about the admission process?

🗌 Yes 🔄 No

If yes, you must provide <u>detailed</u> information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

*Did you choose to enroll in your school based in part on the issues you describe above?

Yes No

Case 8:24-cv-01626-KKM-AAS	Document 3-1	Filed 07/09/24	Page 143 of 341 Page 222
			Page 42 of 62

OTHER

Do you have any other reasons relating to your school that you believe qualify you for borrower defense, such as your school failing to perform its obligations under its contract with you, or that there is a judgment against your school in a Federal court, a State court, or in front of an administrative board or that you believe that you have a state law cause of action against the school?

Yes	□ N	0
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Is there some other reason you feel your school misled you?

Yes	No No
-----	-------

If yes, you must provide <u>detailed</u> information about how the school misled you. Please also describe any financial harm to you as a result of the school's conduct.

*Did you choose to enroll in your school based in part on the issues you describe above?

SECTION V: FORBEARANCE/STOPPED COLLECTIONS

If you are not currently in default on your federal student loans, you may request to have them placed into **forbearance** status while your application is under review. **Forbearance means that you do not have to make loan payments and your loans will not go into default**. Forbearance will continue until the borrower defense review process of your application is completed. Your servicer will notify you when your loans have been placed into forbearance status.

If your federal student loans are in **default**, you may request to have debt collection on your loan stopped ("**stopped collections status**"). This means that the federal government or debt collection companies will stop attempting **to collect on the loans, including by not withholding money from your wages or income tax refunds**. Stopped collections status will continue until the borrower defense review process of your application is completed.

Please see the "Common Questions and Answers Regarding Forbearance/Stopped Collections" section on the Borrower Defense website (<u>https://studentaid.ed.gov/borrower-defense</u>) if you have any questions regarding choosing to enter forbearance or stopped collections.

Note that interest will continue to accumulate on federal loans regardless of what status they are in, including subsidized loans. If your application for borrower defense is denied, or partially approved, the total amount you owe on those loans may be higher.

PLEASE NOTE: You do not have to place your loans in forbearance or stopped collections to apply for borrower defense relief.

For the most current information with regard to your rights and obligations regarding forbearance and stopped collections, please visit the Borrower Defense website at <u>https://studentaid.gov/borrower-defense</u>.

*Are you requesting forbearance/stopped collections?

- Yes, I want all of my federal loans currently in repayment to be placed in forbearance and for collections to stop on any loans in default while my borrower defense application is reviewed. During this time period, I understand that interest will continue to accrue.
- No, I do not want all of my federal loans currently in repayment to be placed in forbearance and for collections to stop on any loans in default while my borrower defense application is reviewed. During this time period, I understand that interest will continue to accrue and that I must continue to make loan payments.

If you do not select one of the options immediately above, your federal loans currently in repayment will automatically be placed into forbearance and collections will stop for any defaulted loans, and the Department will request forbearance for any commercially held Federal Family Education Loan (FFEL) program loans currently in repayment and for debt collection to stop for any defaulted, commercially held FFEL program loans that you have currently *(as applicable).*

SECTION VI. CERTIFICATION

By signing this attestation I certify that:

All of the information I provided is true and complete to the best of my knowledge. Upon request, I agree to provide to the U.S. Department of Education information that is reasonably available to me that will verify the accuracy of my completed attestation.

I agree to provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the U.S. Department of Education or its designee that I meet the qualifications for borrower defense.

I certify that I received proceeds of a federal loan, in whole or in part, to attend the school/campus identified in Section II (above).

I understand that if my application is approved and some or all of my loans are forgiven, I am assigning to the U.S. Department of Education any legal claim I have against the school for those forgiven loans. By assigning my claims, I am effectively transferring my interests in any claim that I could make against the school relating to the forgiven loans (including the ability to file a lawsuit over those forgiven loans and any money ultimately recovered in compensation for those forgiven loans in court or other legal proceedings) to the U.S. Department of Education. I am not assigning any claims I may have against the school for any other form of relief --including injunctive relief or damages related to private loans, tuition paid out-of-pocket, unforgiven loans, or other losses.

I understand that the U.S. Department of Education has the authority to verify information reported on this application with other federal or state agencies or other entities. I authorize the U.S. Department of Education, along with its agents and contractors, to contact me regarding this request at the phone number above using automated dialing equipment or artificial or prerecorded voice or text messages.

I understand that any rights and obligations with regard to borrower defense to repayment are subject to the provisions currently in effect under Title 34 of the Code of Federal Regulations.

I understand that if I purposely provided false or misleading information on this application, I may be subject to the penalties specified in 18 U.S.C. § 1001, including fines. I understand that I may be asked to confirm the truthfulness of the statements in this application to the best of my knowledge under penalty of perjury.

*Signature

Date

Submit this form and any additional documents you believe will help us review your application by email to <u>BorrowerDefense@ed.gov</u> or by mail to: U.S. Department of Education - Borrower Defense to Repayment, PO Box 42633, Monticello, KY 42633.

PRIVACY ACT NOTICE

Information required by subsection (e)(3) of the *Privacy Act of 1974*, as amended (*Privacy Act*) (5 U.S.C. 552a(e) (3))requires the following notice be provided to you:

The authorities for collecting the requested information from and about you are Section 455(h) of the *Higher Education Act of 196*5, as amended (*HEA*) (20 U.S.C. 1087e(h)) and 34 C.F.R. § 685.206(c) and the authorities for collecting and using your Social Security Number (SSN) are the same but also include 31 U.S.C. 7701(b). The primary purpose of the information collected is for the use and administration of the U.S. Department of Education's office of Federal Student Aid (ED/we) for borrower defense to loan repayment program. The information you provide ED on this form and your SSN are voluntary, but you may need to provide the requested information on this form, including your SSN and/or a Federal Student Aid ID (FSA ID) that provides ED your verified SSN and other individual information pertaining to a student's or parent's Student Financial Assistance Programs account(s), for ED to process or complete our review of your borrower defense to loan repayment application. You may submit a form without your SSN or an FSA ID by filling out a form and sending it to ED via email or physical mail because disclosure of the information requested on this form is voluntary. However, without providing all the requested information on this form, ED may not be able to conduct a full investigation and complete the review of your application.

We use the information that you provided on this form including your name, SSN, date of birth, address, email address, telephone number(s), and / or an FSA ID, to receive, review, evaluate, and process requests for relief under the borrower defense to loan repayment regulations, to render decisions on the merits of such requests for relief, and, where requests for borrower defense to loan repayment are successful, to determine the relief that is appropriate to borrowers under the circumstances as well as to initiate appropriate proceedings to require schools whose acts or omissions resulted in the successful defenses against repayment to pay ED the amounts of the loans that apply to the defenses. Without your consent, ED may disclose the information that you provided and as otherwise allowed by the Privacy Act, pursuant to the routine uses identified in the system of records notice (SORN) entitled "Customer Engagement Management System (CEMS)" (18-11-11) and published in the Federal Register as 83 FR 27587-27591 (June 13, 2018). These routine uses include, but are not limited to, a routine use that permits ED to disclose your information to foreign agencies, Federal agencies, State agencies, Tribal, or local agencies, accreditors, schools, lenders, guaranty agencies, servicers, and private collection agencies when further information is relevant to ED's resolution of your complaint, request, or other inquiry, tracking your application or your inquiry, and, where a request for borrower defense to loan repayment is successful, to determine the relief that is appropriate under the circumstances as well as to initiate the appropriate proceeding to require the school whose acts or omissions resulted in the successful defense against loan repayment to pay ED the amount of the loan that apply to the defenses. We may use your information for reporting, analyzing the data to make recommendations in student financial assistance programs, and assisting in the informal resolution of disputes. Disclosure of relevant information also may be made to the responsible foreign, Federal, State, Tribal or local agencies charged with investigating or prosecuting a violation or potential violation of law in the event that information indicates, either on its face or in connection with other information, a violation or potential violation of any applicable statute, regulation, or order of a competent authority.

In the event of litigation or alternative dispute resolution (ADR) involving ED or that we have an interest in and if that a party is either any component of ED, any ED employee in his or her official capacity, any ED employee in his or her individual capacity where representation for the employee has been requested or has been agreed to by ED or the Department of Justice (DOJ), or the United States where ED determines that the litigation is likely to affect ED or any of its components, we may disclose your information to DOJ, a court, adjudicative body, a person or an entity designated by ED or otherwise empowered to resolve or mediate disputes, or a counsel, party, representative, or witness if the disclosure is relevant and necessary to the litigation or ADR. ED also may disclose your information to DOJ to the extent necessary for obtaining DOJ's advice on any matter relevant to an audit, inspection, or other inquiry. We may send information to members of Congress if you ask them to help you with federal student aid or Student Financial Assistance Programs account(s) questions. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. As part of such a contract, we will require the contractor to maintain safeguards to protect the security and confidentiality of the records that are disclosed to the contractor. If a record is relevant and necessary to a borrower complaint regarding participants in any Federal Student Financial Assistance Programs under title IV of the *HEA*, ED may disclose a record only during the course of

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 146 of 341 Page 45 of 62

processing, reviewing, investigating, fact-finding, or adjudicating the complaint to: any party to the complaint; the party's counsel or representative; a witness; or a designated fact-finder, mediator, or other person designated to resolve issues or decide the matter. ED also may disclose records to the DOJ or Office of Management and Budget (OMB) if ED concludes that disclosure is desirable or necessary in determining whether particular records are required to be disclosed under the *Freedom of Information Act (FOIA)* or the *Privacy Act*. ED may disclose your information to appropriate agencies, entities, and persons when ED suspects or has confirmed that there has been a breach of the system maintaining your information; which poses a risk of harm to individuals, ED (including its information systems, programs, and operation), the Federal agencies, or national security and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist ED's efforts to respond to the suspected or confirmed breach or to prevent, minimize, or remedy such harm. ED also may disclose your information to another Federal agency or entity in responding to a suspected or confirmed breach or preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operation), the Federal agency or preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operations), the Federal agency or entity in responding to a suspected or confirmed breach or preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operations), the Federal agency or entity in responding to a suspected or confirmed breach or preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and ope

PAPERWORK REDUCTION ACT NOTICE

According to the *Paperwork Reduction Act of 1995*, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0146. Public reporting burden for this collection of information is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain a benefit (20 U.S.C. 1087e(h)). If you have comments or concerns regarding the status of your individual submission of this application, please contact BorrowerDefense@ed.gov directly.

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 147 of 341 Page 3226 Page 46 of 62

From: willie.f@usastudentdebtrelief.com Date: February 21, 2023 at 8:54:13 AM EST To: Subject: RV: Borrower Defense Application Document Required - USA STUDENT DEBT RELIEF

Good morning Sr.

Yes I will help you out but please fill it out with the rest of the information.

Thanks. Have a nice day!

De:

Enviado el: Monday, February 20, 2023 9:56 PM Para: willie.f@usastudentdebtrelief.com Asunto: Re: Borrower Defense Application Document Required - USA STUDENT DEBT RELIEF

I finished the paperwork but it's not letting me sign it smh can I just send it to u and u can Esign it for me

Sent from my iPhone

On Feb 20, 2023, at 9:53 AM, willie.f@usastudentdebtrelief.com wrote:

Good morning Sr.

Please try to fill it up completely and send it back to me so I can work in your behalf.

Thanks!

Greetings, MR. Goldsmith File # E086831 This is Willie Franco, with the Processing Department at USA Student Debt Relief. We hope this message finds you well. We would like to thank you for the opportunity you are giving our company to serve you. We will continue to communicate with you to ensure that your application is submitted correctly.

BORROWER DEFENSE TO LOAN REPAYMENT (see BDTR form attached):

Bear in mind the following eligibility requirements:

- 1. Under the law, you may be eligible for Borrower Defense to Loan Repayment Forgiveness of the federal student loans that you took out to attend a school if that school misled you or engaged in other misconduct in violation of certain state laws.
- 2. Specifically, you may assert borrower defense by demonstrating that the school, through an act or omission, violated state law directly related to your federal student loan or to the educational services for which the loan was provided.
- 3. You may be eligible for borrower defense regardless of whether your school closed, or you are otherwise eligible for loan forgiveness under other laws.
- 4. Applying for borrower defense will require you to provide the following:
 - Your personal details and contact information.
 - School enrollment dates and status.
 - Program and degree information.

• Any information about additional loan reduction or tuition recovery requests.

• Confirmation that you wish to place your current William D. Ford Federal Direct Loan (Direct Loan) Program Loans and/or Federal Family Education Loan (FFEL) Program loans in forbearance.

Your basis or allegations for borrower defense including:

<image001.png>

what the school told you;

<image001.png>

what the school failed or omitted to tell you;

<image001.png>

what state or federal law your school violated related to your federal student loan or to the educational services the loan was provided;

<image001.png>

how the school communicated with you;

<image001.png>

the name and title of the person(s) that you believe misled you; and

<image001.png>

why you believe that you were misled.

<image001.png>

Supporting documentation that demonstrates or supports your claim

and/or allegations such as transcripts, enrollment agreements, promotional materials from the school, emails with school officials or your school's manual, or course catalog.

When you get to SECTION V of your application, make sure to select the option that says YES to placing your student loans in forbearance and stopping collections on any loans in Default.

IMPORTANT: the content of your paperwork must be legible and clearly visible. If you're taking pictures of it, make sure that there are no shadows on it, it doesn't come up too dark nor too bright, and all 4 corners of the documents are visible. You'll be contacted by USA Student Debt Relief and will be asked to submit new documents if any of them are rejected by our Documents Department or the US Department of Education due to illegibility.

Please, note that failure to provide any of the requested information/documentation in a timely manner may result in a delay or rejection of your application.

You may send in your documents to the following email and fax:

- 1. Email: documents@usastudentdebtrelief.com
- 2. **Fax:** 941-479-3532

Should you have any questions, please reach out to us at (941) 867-0975

Thank you for your cooperation and have an excellent day!

<image003.png>

IMPORTANT INFORMATION: This email is intended only for the person(s) named in the message header. This message (including any attachments) may contain confidential, proprietary, privileged and/or private information exempt from disclosure under applicable law. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please, notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.

<BDTR Form.pdf>

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 151 of 341 Page 3230 Page 50 of 62

> From: Willie Franco <willie.f@usastudentdebtrelief.com> Date: January 10, 2024 at 8:44:07 AM EST To:

Subject: PAYMENT SCHEDULE - USA STUDENT DEBT RELIEF

Greeting Mr. Goldsmith.

File # E086831.

Behold the service agreement that you signed and requested. If you read the contract we can't refund money due that our service has been completed on your behalf, Thanks and have a nice day !

Willie Franco Processing Department USA Student Debt Relief.

Hey can you email me all the documents that I signed to enroll to this company

Sent from my iPhone

On Jan 4, 2024, at 2:51 PM, wrote:

Hi I would like for this company to take me off the USA student debt relief program and stop charging my card please, also I would like a refund of my monies as well Sent from my iPhone

On Jan 3, 2024, at 4:11 PM, Willie Franco

<willie.f@usastudentdebtrelief.com> wrote:

<image001.png>

Greetings, Mr. Goldsmith.

File # E086831.

This is Willie Franco, with the Processing Department at USA STUDENT DEBT RELIEF, the company that is helping you with your student loan debt.

As per your request on phone conversation earlier today, I'm attaching the payment schedule to our agency.

DATE	PAYN	MENT	STATUS
1 2/08/202	23	\$109.40	Cleared
2 3/10/20)23	\$109.40	Cleared
3 4/14/20	023	\$109.40	Cleared
4 5/12/20	023	\$109.40	Cleared
5 6/16/20)23	\$109.40	Cleared
6 7/21/20)23	\$9.00	Cleared
7 8/21/20)23	\$9.00	Cleared
8 9/22/20)23	\$9.00	Declined
9 9/22/20)23	\$9.00	Cleared
10 10/22/20)23	\$9.00	Cleared
11 11/22/20)23	\$9.00	Cleared
12 12/22/20)23	\$9.00	Cleared
13 1/22/20	024	\$9.00	Pending
14 2/22/20	024	\$9.00	Pending
15 3/22/20	024	\$9.00	Pending
16 4/22/20	024	\$9.00	Pending
17 5/22/20	024	\$9.00	Pending

< DRAFT

Goldsmith Attachment H, page 2 of 6

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 153 of 341 Page 52 of 62 Page 52 of 62

18 6/22/2024	\$9.00 Pending
19 7/22/2024	\$9.00 Pending
20 8/22/2024	\$9.00 Pending
21 9/22/2024	\$9.00 Pending
22 10/22/2024	\$9.00 Pending
23 11/22/2024	\$9.00 Pending
24 12/22/2024	\$9.00 Pending
25 1/22/2025	\$9.00 Pending
26 2/22/2025	\$9.00 Pending
27 3/22/2025	\$9.00 Pending
28 4/22/2025	\$9.00 Pending
29 5/22/2025	\$9.00 Pending
30 6/22/2025	\$9.00 Pending
31 7/22/2025	\$9.00 Pending
32 8/22/2025	\$9.00 Pending
33 9/22/2025	\$9.00 Pending
34 10/22/2025	\$9.00 Pending
35 11/22/2025	\$9.00 Pending
36 12/22/2025	\$9.00 Pending
37 1/22/2026	\$9.00 Pending
38 2/22/2026	\$9.00 Pending
39 3/22/2026	\$9.00 Pending
40 4/22/2026	\$9.00 Pending
41 5/22/2026	\$9.00 Pending
42 6/22/2026	\$9.00 Pending
43 7/22/2026	\$9.00 Pending
44 8/22/2026	\$9.00 Pending
45 9/22/2026	\$9.00 Pending
46 10/22/2026	\$9.00 Pending
47 11/22/2026	\$9.00 Pending
48 12/22/2026	\$9.00 Pending
49 1/22/2027	\$9.00 Pending
50 2/22/2027	\$9.00 Pending
51 3/22/2027	\$9.00 Pending
52 4/22/2027	\$9.00 Pending
53 5/22/2027	\$9.00 Pending
54 6/22/2027	\$9.00 Pending
55 7/22/2027	\$9.00 Pending

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 154 of 341 Page 53 of 62 Page 53 of 62

56 8/22/2027	\$9.00 Pending
57 9/22/2027	\$9.00 Pending
58 10/22/2027	\$9.00 Pending
59 11/22/2027	\$9.00 Pending
60 12/22/2027	\$9.00 Pending
61 1/22/2028	\$9.00 Pending
62 2/22/2028	\$9.00 Pending
63 3/22/2028	\$9.00 Pending
64 4/22/2028	\$9.00 Pending
65 5/22/2028	\$9.00 Pending
66 6/22/2028	\$9.00 Pending
67 7/22/2028	\$9.00 Pending
68 8/22/2028	\$9.00 Pending
69 9/22/2028	\$9.00 Pending
70 10/22/2028	\$9.00 Pending
71 11/22/2028	\$9.00 Pending
72 12/22/2028	\$9.00 Pending
73 1/22/2029	\$9.00 Pending
74 2/22/2029	\$9.00 Pending
75 3/22/2029	\$9.00 Pending
76 4/22/2029	\$9.00 Pending
77 5/22/2029	\$9.00 Pending
78 6/22/2029	\$9.00 Pending
79 7/22/2029	\$9.00 Pending
80 8/22/2029	\$9.00 Pending
81 9/22/2029	\$9.00 Pending
82 10/22/2029	\$9.00 Pending
83 11/22/2029	\$9.00 Pending
84 12/22/2029	\$9.00 Pending
85 1/22/2030	\$9.00 Pending
86 2/22/2030	\$9.00 Pending
87 3/22/2030	\$9.00 Pending
88 4/22/2030	\$9.00 Pending
89 5/22/2030	\$9.00 Pending
90 6/22/2030	\$9.00 Pending
91 7/22/2030	\$9.00 Pending
92 8/22/2030	\$9.00 Pending
93 9/22/2030	\$9.00 Pending

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 155 of 341 Page 3234 Page 54 of 62

94 10/22/2030	\$9.00 Pending
95 11/22/2030	\$9.00 Pending
96 12/22/2030	\$9.00 Pending
97 1/22/2031	\$9.00 Pending
98 2/22/2031	\$9.00 Pending
99 3/22/2031	\$9.00 Pending
100 4/22/2031	\$9.00 Pending
101 5/22/2031	\$9.00 Pending
102 6/22/2031	\$9.00 Pending
103 7/22/2031	\$9.00 Pending
104 8/22/2031	\$9.00 Pending
105 9/22/2031	\$9.00 Pending
106 10/22/2031	\$9.00 Pending
107 11/22/2031	\$9.00 Pending
108 12/22/2031	\$9.00 Pending
109 1/22/2032	\$9.00 Pending
110 2/22/2032	\$9.00 Pending
111 3/22/2032	\$9.00 Pending
112 4/22/2032	\$9.00 Pending
113 5/22/2032	\$9.00 Pending
114 6/22/2032	\$9.00 Pending
115 7/22/2032	\$9.00 Pending
116 8/22/2032	\$9.00 Pending
117 9/22/2032	\$9.00 Pending
118 10/22/2032	\$9.00 Pending
119 11/22/2032	\$9.00 Pending
120 12/22/2032	\$9.00 Pending
121 1/22/2033	\$9.00 Pending
122 2/22/2033	\$9.00 Pending
123 3/22/2033	\$9.00 Pending
124 4/22/2033	\$9.00 Pending
125 5/22/2033	\$9.00 Pending
126 6/22/2033	\$9.00 Pending
127 7/22/2033	\$9.00 Pending
128 8/22/2033	\$9.00 Pending
129 9/22/2033	\$9.00 Pending
130 10/22/2033	\$9.00 Pending
131 11/22/2033	\$9.00 Pending

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 156 of 341 Page 55 of 62

132 12/22/2033	\$9.00 Pending
133 1/22/2034	\$9.00 Pending
134 2/22/2034	\$9.00 Pending
135 3/22/2034	\$9.00 Pending
136 4/22/2034	\$9.00 Pending
137 5/22/2034	\$9.00 Pending
138 6/22/2034	\$9.00 Pending
139 7/22/2034	\$9.00 Pending
140 8/22/2034	\$9.00 Pending
141 9/22/2034	\$9.00 Pending
142 10/22/2034	\$9.00 Pending
143 11/22/2034	\$9.00 Pending
144 12/22/2034	\$9.00 Pending
145 1/22/2035	\$9.00 Pending
146 2/22/2035	\$9.00 Pending
147 3/22/2035	\$9.00 Pending
148 4/22/2035	\$9.00 Pending
149 5/22/2035	\$9.00 Pending
150 6/22/2035	\$9.00 Pending

If you have any questions, please call us back at following number:

<image002.png>

Cordially,

<image003.png> <image004.jpg>

> USA Student Debt Relief, 14 12 Pine Bay Drive, Sarasota FL 34231, USA. Sarasota, FL 34234 United States, Florida, Florida, United States, (877) 871-6116

<image005.png> <image006.png> <image007.png>

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 157 of 341 Page 3236 Page 56 of 62

> From: Willie Franco <willie.f@usastudentdebtrelief.com> Date: January 3, 2024 at 2:52:40 PM EST To: Subject: What we do at USA Student Debt Relief

Dear Mr. Goldsmith.

File # E086831

Firstly, I'd like to apologize for not being able reply earlier. We have been very busy this week helping as many people as we can. We value and greatly appreciate all our clients and do our best to get back to them as soon as we can.

At **USA Student Debt Relief**, we specialize in getting people enrolled in student loan forgiveness programs offered by the Federal Government. When enrolled in one of our forgiveness programs, our team of professionals works hard to give each client the best qualification possible and make sure that everything is done correctly and that their applications are submitted properly so that our clients can have the peace of mind in the knowledge that they are getting the maximum amount of assistance and benefits possible for their unique situation and work history, and are also assigned to the most affordable forgiveness program for their individual financial situation.

We offer assistance for people entitled to certain benefits such as Total and Permanent Disability Discharge (TPD), Public Service Loan Forgiveness (PSLF), Teacher Forgiveness, Income Driven Repayment Programs: Pay As You Earn (PAYE), Revised Pay As You Earn (REPAYE), Income Contingent (ICR), as well as other programs. We ensure that you get the service related to what you discussed with your Case Manager. Our subscription and monthly fees pay for our team of professionals and our state of the art equipment and computer software designed for continuous daily monitoring and recertifying tasks throughout all of our clients' forgiveness program terms, which can last up to 240 months. At the end of the program terms, our clients' loans are completely forgiven. During the programs, our client's credit ratings related to their student loans are always up to date so that their credit ratings are not negatively affected in any way and have the backing of the Federal Government and all legal entities who are required to acknowledge the forgiveness programs as well as the debtors creditworthiness by law.

It is important for you to be aware that lenders are usually banking entities. It is not convenient for them that debtors receive forgiveness towards their loans. Firstly, they never inform debtors that the programs exist or what debtors are entitled to. Secondly, they often give false information, telling debtors that programs are fraudulent, but in reality, and in the case of our company, **USA Student Debt Relief**, we investigate, find and enroll debtors into the programs they are entitled to which save them large amounts of money for a very small fee, which is the cost for all our professional services and daily assistance of our dedicated personnel.

We hope that the information in this email gives you the assurance that you need as our valued and respected client, to trust us in giving you the best possible service and obtaining the benefits you deserve in relation to the forgiveness of all your student loans. We guarantee to always do our best and work hard for all your needs and give you the best and most accurate advise and service in relation to the matters outlined in this email. If you have any further questions or require more information on a particular topic, please feel free to contact us on **941-479-0917**.

From our team at USA Student Debt Relief, we appreciate your trust in us and your patience. We look forward to working with you into the future and hope you have an excellent day.

Kind Regards,

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 159 of 341 Page 58 of 62



IMPORTANT INFORMATION: This email is intended only for the person(s) named in the message header. This message (including any attachments) may contain confidential, proprietary, privileged and/or private information exempt from disclosure under applicable law. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please, notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.

	-01626-ККМ-ААЗ ntage	S Document 3-1	. Filed 07/09/2	PX0 24 Page 160 of 341 PageID 23 Page 59 of 6		
	ble Accou	nt Inform	nation			
KRISTAN GOLDSMI	тн					
PHILADELPHIA, VA Account # *****	00000					
	formation for your loans as	of 05/11/2023.				
Payment Inform	mation					
				100/0000		
	Last Payment Received			0/00/0000		
	of Last Payment Received			0.00		
	y Payment Amount*			\$0.00		
	yment Due Date			10/09/2023		
	Late Fees		\$0.00 \$0.00 \$0.00			
	Other Fees					
Total Amount Due by 10/09/2023 Past Due Amount				\$0.00		
*This M			eing in a reduced paym	nent plan, which means it may go up or down on a		
Balance Inform	nation					
Unpaid	Principal		\$1	1,423.89		
	Interest		\$0.00			
	Late Fees		\$0.00			
100 million (100 m	Other Fees			\$0.00		
	Balance	\$11,423.89				
Loop: 1 01 DL C	onsolidated - Subsidiz	od				
Status	Disbursement Date	Original Principal	Unpaid Principal	Interest Rate		
Forbearance	04/04/2023	\$4,060.65	\$4,039.03	0.000%		
Estimated Payment	Schedule					
		Schedule Begin Date		Schedule End Date		
7months @\$0.00 121months @\$42.54	1	10/09/2023 05/09/2024		04/09/2024 05/09/2034		
Loan: 1-02 DL C	onsolidated - Unsubsi	dized	Sec. Sec.	1		
Status	Disbursement Date	Original Principal	Unpaid Principal	Interest Rate		
Forbearance	04/04/2023	\$7,424.88	\$7,384.86	0.000%		
Estimated Payment S	Schedule					
		Schedule Begin Date		Schedule End Date		
7months @\$0.00		10/09/2023		04/09/2024		

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 161 of 341 Page 60 of 62

From: Willie Franco <willie.f@usastudentdebtrelief.com> Date: January 4, 2024 at 4:58:16 PM EST To: Subject: CANCELLATION EMAIL - USA STUDENT DEBT RELIEF



E086831

Kristan A Goldsmith

Greetings

This is Willie Franco, Account Manager at USA Student Debt Relief, the company that helps with the forgiveness programs of your Federal Student Loans. We hope this message finds you well.

I would like first to confirm that as per your request, as of 1/04/2024 all Processes to your account and Payment Plan are Cancelled. We apologize for any inconvenience we may have caused, our objective with these communications is not to bother, on the contrary as part of the Cancelled process we want to handle a professional closure by reconfirming any doubts about our company and the existence of the programs offered. Our objective with these communications is to reconfirm the services provided by our company and the programs offered.

This is the official FSA link explaining the programs <u>https://studentaid.gov/manage-</u>

<u>loans/repayment/plans/income-driven</u>. In these you will find that the details and data shared are based on Federal regulations and the application process offered is linked to those regulation. Also, I invite you to get to know our page

https://usastudentdebtrelief.com/ this way you can certify that we are a legally constituted company, with a large group of expert professionals in these matters and thus achieving today more than 3,000 registered in Forgiveness Programs and receiving these Federal benefits. What we as a company offer is a group of experts in the process of the Federal Educational Loan Forgiveness program and all our service channels focused on addressing any concern or eventuality that your process may have.

I appreciate the attention given. I hope you understand our willingness to deal with any concerns or information that you feel has not yet been clarified will always be open.



If you have any questions, please call us back at following number:

(941) 479-0917 🖱

Best regards,



Willie Franco

Account Manager Phone: (877) 871-6116 Ext. 114 Direct: (941) 946-8617 Email: willie.f@usastudentdebtrelief.com www.usastudentdebtrelief.com

Thank Jou!

Thank you for your time and have a wonderful day!



USA Student Debt Relief, 14 12 Pine Bay Drive, Sarasota FL 34231, USA. Sarasota, FL 34234 United States, Florida, Florida, United States, (877) 871-6116

FTC v. Start Connecting LLC et al. Exhibits to Emergency TRO Motion



Declaration of Cheryl Hedrick

Volume I

DECLARATION OF CHERYL HEDRICK PURSUANT TO 28 U.S.C. § 1746

I, Cheryl Hedrick, hereby declare as follows:

 My name is Cheryl Hedrick. I live in Pattison, Mississippi, and am over eighteen years of age. I have personal knowledge of the facts stated in this declaration and, if called as a witness, I could and would competently testify to these same facts.

2. I took out federal student loans back in the 1980s to help pay for my undergraduate education. My loans were disbursed by the U.S. Department of Education. I only borrowed around \$5000, but because of compounding interest my balance had ballooned to almost \$30,000 by 2020. Between 2020 and 2023, I was not charged interest or required to make monthly loan payments due to action taken by the U.S. Department of Education in response to the COVID-19 pandemic.

3. On the evening of July 7, 2023, while my student loan payments were still paused, I received a call from someone named Steven Rodriguez. He said he was from USA Student Debt Relief, and that he was calling because I was eligible to have my loans forgiven. All I needed to do was sign some documents and make a payment plan.

4. I do not think I had ever heard of USA Student Debt Relief before, and as far as I know I had not given them my contact information or asked that they call me. I am not sure how they obtained my number. The landline phone number that Mr. Rodriguez called me on has been on the Do Not Call list for more than a decade.

5. Mr. Rodriguez was very convincing on the phone. He implied that his company was associated with the federal government, and I believed him because he already seemed to have so much information about me. For example, he already knew that I had obtained loans

1

through the William D. Ford Federal Direct Loan Program, which is information I assumed that only the government or a government-affiliated entity could have.

6. Mr. Rodriguez and I also discussed the fact that I had become disabled years before. I told Mr. Rodriguez that I had been trying for years to obtain a Total and Permanent Disability ("TPD") discharge of my loans but had not yet managed to do so. Mr. Rodriguez was sympathetic and told me that he would email me a TPD application after our call.

7. Mr. Rodriguez explained that under their program, I could pay just \$9 per month toward my loans for a period of several months, and then the remainder of my loan balance would be forgiven in full. To enroll, I just had to pay initial set-up and enrollment fees totaling \$400 split up over four monthly payments. I told Mr. Rodriguez that it seemed like God was answering my prayers, and he agreed.

8. Mr. Rodriguez asked me to provide information for a credit card that they could charge the monthly fees to. Out of an abundance of caution, I gave him the number for a pre-paid debit card that had no money on it. I told Mr. Rodriguez that there would be no funds on the card until July 17, and he agreed not to charge me until that date.

9. Mr. Rodriguez also asked me to provide other personal information, such as my Social Security number and Federal Student Aid credentials, over the phone. I did not feel comfortable doing this and I told him so. Mr. Rodriguez said that they already had this information and that he simply wanted to verify it with me. He told me that he would send me a DigiSigner document with my information already filled in so that I could confirm its accuracy. He then emailed me a contract and payment schedule. A true and correct copy of these documents is attached as <u>Exhibit A</u>, with my sensitive personal information redacted.

2

10. The contract Mr. Rodriguez sent me accurately listed all nine digits of my Social Security number and contained other sensitive personal information that I figured only an agency affiliated with the government would have. Satisfied that the company was legitimate, I signed the documents in a rush without really reading them, all while still on the phone with Mr. Rodriguez. Mr. Rodriguez told me that USA Student Debt Relief would handle everything from here on out, which I understood to mean that I would not need to work directly with my loan servicer going forward.

11. After our call, Mr. Rodriguez sent me an email attaching a TPD discharge application and instructing me to fill it out. I reviewed the attachment and recognized it as the same form I had previously obtained and filled out on my own. A true and correct copy of the form that Mr. Rodriguez sent me is attached as <u>Exhibit B</u>.

12. The weekend following that phone call, I attempted to log into my StudentAid.gov account but I was unable to do so because my password had been changed. I promptly reset my password. A little while later, I tried logging in again, only to find that my password had again been changed. This happened two or three times, with me resetting my password each time. I suspect that USA Student Debt Relief was resetting my password and accessing my account without my knowledge or consent, although I remain unsure about how exactly they managed to do this. This made me suspicious of USA Student Debt Relief, so I looked them up online and saw numerous reviews calling the company a scam.

13. On July 9, 2023, I submitted an online complaint to the Department of Education through StudentAid.gov. My complaint read:

I was contacted on July 7th, 2023 from USA Student Debt Relief and was trying to see if they are a legit company, I did not give any sensitive information, however they had all of it any. I researched and found all pertinent information on them, they changed my password, however i went in and changed it this morning and only

gave them a prepaid debit card number with no funds on it with an agreement to pay 100\$ for 4 months to get the loan resolved. They contacted me from two numbers (601) 308-4782 and (941) 479-9406.

14. On July 10, 2023, I called the Federal Student Aid hotline to alert them to the suspicious activity on my account. The representative I spoke to informed me that the email associated with my account had recently been changed and read me the new email address over the phone. It was not an email address that I recognized. I told the representative to lock my account, and Federal Student Aid sent me an email with account recovery instructions a short time later. A true and accurate copy of that email is attached as <u>Exhibit C</u>.

15. I never ended up putting money on the pre-paid debit card I had provided to USA Student Debt Relief. On July 17, 2023, I received both an email and a phone call from USA Student Debt Relief notifying me that my card had been declined. I answered the phone call and spoke to a representative, who asked if I wanted to provide another form of payment. I did not want to be confrontational, so I simply stated that I no longer needed the company's services because my loans had been forgiven. As it happens, my loans *were* permanently discharged a few months later, after the TPD application I completed and submitted myself for free was approved.

16. I am thankful that I never paid USA Student Debt Relief any money. If I had known during my initial call with Mr. Rodriguez that USA Student Debt Relief was not affiliated with the government, had no special access to loan forgiveness programs, and was planning to charge me for services that the U.S. Department of Education and my loan servicer offer for free, I would never have agreed to sign a contract with the company.

4

I state under penalty of perjury that the foregoing statement is true and correct.

Executed on Jebruary 1, 2024.

yl Hedrick

Cheryl Hedrick







Toll Free Phone (877) 871- 6116 Mailing Address: USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL 34231

1412 Pine Bay Drive • Sarasota, F1, 34231 • (877)-871-6116 •

Toll Free Phone

DigiSigne Document 4D: edep 202 82475 8881-59445(583767) t 3-1 Filed 07/09/24 Page 171 of 341 P Page 7

CREDIT CARD TRANSACTION FORM

SERVICE AGREEMENT CLIENT VERIFICATION

ii		SECTIONA: BO	RROWERINFOR	MATION		
Borrower's Name (First and	d Last Name)					
Cheryl Hedrick						
ocial Security Number	Cell Number	DOB (mm/dd/yyyy)	Present Address	(street, city, st	ate, ZIP	
					Pattison, MS	
Gross Annual Income		USA Student Debt Relief F	ile Number	Tax Filin	g Status	
\$14,400.00		E111339		Single	8	
		SECTION B: SERVICE LC	DAN QUALIFICATION	-		
rogram Type	Current or Past Due	Approx Weight	ed Interest Rate	Арргох	Monthly Payment	Approx/Verified Balance
Pay As You Earn	Current			\$0.	00	\$0.00
		SECTION	C: COST FOR SER	VICE		
Total Consolidated	dBalance:		Program En	oliment:	\$301.00	
One-Time Set	-Up Cost:	99.00	Monthly Mor	itoring:	\$9.00	
lame on Card	-	SECTION D: PAYME		And Masterson	Amorican Exprass	Discourse Cord)
lame on Card			Name of Ca	ard (Mastercard	I, Visa, American Express,	Discover Card)
Cheryl Hedrick						
Credit Card Number			Expiration I	Date (mm/yy)	CW S	ecurity Code
Billing Address (street, city	, state, ZIP)				Enrollment Fee Paid B	Monthly Monitoring Paid b
	Pattison, MS				8/17/2023	12/17/2023
		SECT	TION E: SIGNATURE			
Printed Name: C	heryl Hedrick					
-						
Signature Ch	eryl Hedrick		Date: 0	7/07/2023		
		horize USA Student Deb	Date:		ate credit entries to n	ny (our) Credit card
By signing at	pove: I hereby aut		Date: ot Relief (COMPA	NY) to initia		
By signing at account. CC	pove: I hereby aut	horize USA Student Deb	Date: t Relief (COMPA nt(s) indicated on	NY) to initia the informa	tion provided above	from the financial
By signing at account. CC institution sa	bove: I hereby aut MPANY is sanction id account is establ	horize USA Student Deb oned to debit the accour	Date: ot Relief (COMPA nt(s) Indicated on ed above. This aut	NY) to initia the informa thorization i	tion provided above s binding until COMF	from the financial ANY has received

Hedrick Attachment A, page 2 of 11

DEBT RELIEF

DigiSigne Case 8.24-cv-01626-KKM-AAS Document 12 Page 172 of 341 Page 8 of 27

TRANSACTION SCHEDULE

INVOICE

2 of 341 Pige 27 8 of 27

Cheryl Hedrick Pattison, MS		PAY ABLE TO: USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL, 34231 Phone:877-871-6116		
QUANTITY	PRODUCTS & SERVICES	TRANSACTION DATE	AMOUNT	
	Program Enrollment			
4	(One time fee to be parted into 4 payments)	8/17/2023	\$400.00	
	1 of 4	8/17/2023	\$100.00	
	2 of 4	9/17/2023	\$100.00	
	3 of 4	10/17/2023	\$100.00	
	4 of 4	11/17/2023	\$100.00	

12/17/2023

\$9.00

The signature(s) provided below on this Complete Payment Authorization and Schedule Form authorizes payment on services rendered by USA Student Debt Relief (COMPANY). COMPANY is authorized to charge my account (listed in Section D on the Service Agreement Client Verification) in the amount listed above for the products/services that are outlined and enclosed in the invoice and agreement. I have discussed and understood the products/services in the invoice and agreement provided by COMPANY and recognizes these as the product/services provided by COMPANY. In the case of returned payment and /or chargeback, I (we) understand and accept that a fee will be applied and charged to my (out) account

Cheryl Hedrick

Borrower Signature

07/07/2023

Date

Co-Borrower Signature

Date

2 Pine Bay Drive · Sarasola, FL, 34231 · (877)-871-6116 · 1

Toll Free Phone

Hedrick Attachment A, page 3 of 11

STUDENT LOAN CONSOLIDATION AND REPAYMENT PLAN SERVICES

This Student Loan Consolidation and Repayment Plan Services Agreement (hereinafter the "Agreement") is made and entered into, on the date indicated below, between USA Student Debt Relief, a Florida Corporation ("Company") and Client (as stated on Service Agreement Client Verification Page), hereinafter referred to as ("Client") residing at address on Service Agreement Client Verification Page.

WHEREAS, the Company is in the business of arranging and processing Federal Student Loan Consolidation and Repayment Plan Applications through the US Department of Education ("DOE") for clients with qualifying Federal student Loans; and

WHEREAS, the Client wishes to employ Company to perform the following services ("Services"): (1) analyze Client's Federal Student Loan debt situation; (2) research potential debt restructuring or repayment options that are available to Client; (3) present Client with the results of such research; (4) prepare a Federal Student Loan Consolidation plan and application for Client; and optionally (5) continue to manage said repayment schedule on behalf of client by monitoring the file and providing the necessary paperwork to DOE or loan servicer on Client's behalf throughout the term of the loan to ensure that Client continues to receive the maximum benefits offered by the DOE program.

NOW, THEREFORE, in consolidation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1) SERVICES AND FEES

a) Services

Upon receipt of all information and verified documentation from Client and payment of the Enrollment Fee, Company will prepare the initial DOE paperwork and send said documents to Client for signature. Upon return of the signed documents to Company, the documents will be reviewed and processed for submission to the DOE. Company shall further monitor the application status with the DOE if Client elected such service on the Service Agreement/Client Verification form.

b) Fees for Services/Setup

There will be a one-time, non-refundable \$99 setup fee required to create client's account, including inputting client information, reviewing and researching available programs, and gathering of necessary documents. All processing of Client's account will begin the date that payment is accepted by Company. In exchange for services rendered by Company, Client agrees to pay to Company an Enrollment Fee of \$400. Said fee is to be paid as required on the attached Service Agreement Client Verification form. Company provides a 30 Day Full Satisfaction 100% money back guarantee of the Enrollment Fee only if the DOE rejects Client for a Federal Student Loan Consolidation or Repayment Plan. Notwithstanding anything herein to the contrary, upon expiration of the cancellation period as identified in this Service Agreement, there are no refunds or prorated refunds thereafter.

c) Payment and Processing Fees

Client hereby authorizes Company to deduct all payments due according to this contract from the financial institution (as listed on Service Agreement Client Verification Page) or such other financial institution that may be used by Client. In the event of Client's default of the obligations herein, Client authorizes Company to debit Client's account for the full amount due under this agreement. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by Company to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until Company has received written notice from Client of its termination in such time and such manner as to afford Company a reasonable

opportunity to act. A fee/payment (whether paid by debt or other means) that is not honored by Client's financial institution for any reason will be subject to a \$20 service fee, the amount of which may be debited from Client's account by Company. Client agrees to pay an additional \$15 fee monthly if Client fails to provide Company with a valid financial institution account for automatic debits at any point after Company begins the consolidation and servicing process.

d) Limited Money Back Guarantee

No refunds will be given after Company has provided DOE paperwork to Client by mail or electronic delivery, or if Client fails to continue the process after the signing of this document. Company will reimburse the Enrollment Fee Payment if, and only if, the Client fails to receive a Federal Student Loan Consolidation or repayment plan through the Department of Education after reasonable efforts by both parties and is subject to the following conditions: (1) student loans that Client presents to Company are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted; (2) Client fully cooperates, is honest and timely in providing all information requested by Company and DOE; and (3) Client does not possess a characteristic that pursuant to DOE rules would disqualify Client from receiving a consolidation. All refund requests may be mailed to the following address: Attention: 1412 Pine Bay Drive, Sarasota FL 34231.

2) OBLIGATIONS OF COMPANY

Company's obligations are set forth in Section 1(a) hereinabove. Client hereby acknowledges that Company shall not be obligated to provide any services to Client other than those set forth above and in the Service Agreement Client Verification form. Subject to the terms and conditions of this Agreement, Company will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under this Agreement and applicable laws, to perform and fulfill all obligations to be performed and fulfilled under this Agreement.

3) OBLIGATIONS OF CLIENT

Client hereby affirms that Company has provided them with a counseling session with a Company Student Loan Counselor. Client acknowledges and warrants to Company that he / she/ they will, at all times, provide Company with information and documents that are complete, accurate, and true to the best of their knowledge and belief. The Client shall pay all sums due to the Company promptly and in accordance with the terms of this Agreement. Time shall be the essence in respect of the payment of all such sums. Client shall cooperate with Company and provide all reasonable assistance to Company in order to allow for Company to provide the Services hereunder. Client acknowledges that such cooperation and assistance is necessary to enable Company to perform the Services.

4) LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of Company, Company's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Company from Client pursuant to this Agreement.

5) RIGHT OF CLIENT TO CANCEL

a) Notice of Right to Cancel

Company provides Client with the right to cancel this Agreement, without cost to Client, within 30 business days of the date Client executes this Agreement. If Client cancel's this Agreement within the 30 day period, all funds paid by Client to Company (other than the non-refundable set

Page 11 of 27

up fee) will be returned to Client. Upon expiration of the cancellation period, there will be no refunds other than those outlined in Section 1(d) herein.

b) Notice of Cancellation

If Client decides to cancel this Agreement, you may do so by notifying Company in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing the document.

Please email or mail to:

info@USAsudentdebtrelief.com

Mail: 1412 Pine Bay Drive, Sarasota FL 34231

If Client cancels via mail, Company must receive the above notice at the stated address, no later than midnight of the 30th business day, following the date of Client's execution of this Agreement. Sunday is not considered a business day. If Client emails a written notice to cancel; it must be delivered to the above email address in the same time-frame as mail.

6) INDEMNIFICATION

a) Client hereby agrees to defend and hold harmless Company from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representation and warranties herein contained. This Agreement constitutes the entire agreement between the parties. Company makes no warranty, express, or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against Company, its officers, directors, employees, agents, brokers, and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of Company or Client's failure to follow any recommendation of Company, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination.

7) CROSS-REFERENCES

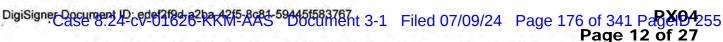
All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

8) TIME IS OF THE ESSENCE

With every provision of this Agreement, time is of the essence. Once initial and pertinent paperwork has been received, processing will begin. Company will always perform services with efficient time management. Please be advised that Federal Student Loan Applications rely on the relevant lenders for prompt service and Company cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the Department of Education (DOE) is 90 days, the period of time required may be prolonged contingent on any services rendered by relevant lenders or DOE.

9) ELECTRONIC SIGNATURES

The parties mutually understand and agree that electronically signed signatures of this Agreement shall be deemed an original for all lawfully enforceable purposes. Client agrees, unless specifically requested otherwise, that by entering into transactions with Company, Client affirms consent to receive, in an electronic format, all information, copies of agreements and correspondence from Company and to also send information in an electronic format unless previously agreed upon in writing with Company. Client consents and agrees that Company may provide all disclosures, periodic statements, notices, receipts, modifications, amendments,



and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client reserves the right to receive a paper copy of any of these electronic records, if applicable law specifically requires Company to provide such documentation. Client's consent may be withdrawn at any time upon Company's receipt of such withdrawal. Withdrawal of consent will decrease the speed of completion of transactions and delivery. To inform Company of a decision to; withdraw consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update your information you may

send an email to info@USAstudentdebtrelief,com; call us at: 1-877-871-6116, or mail a letter to the following address: USAstudentdebtrelief, 1412 Pine Bay Drive, Sarasota FL 3423.

10) COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11) NO TAX OR LEGAL ADVICE PROVIDED

Company and its agents do not and will not provide tax or legal advice. Client is advised to consult with a lawyer, accountant, or tax advisor regarding the tax and legal consequences of participation in any program.

12) THIRD PARTY AUTHORIZATION FORM

The attached Third Party Authorization Form will serve to acknowledge that Client has authorized Company to act on their behalf to review and prepare applications and perform the Services. Client hereby authorizes Company to verify all of Client's past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to perform services or process Clients Federal Student Loan Consolidation or Repayment Plan Application. It is understood that a copy of this form will also serve as authorization. The information Company obtains will only be used for the Services prescribed in this Agreement.

13) NOTICES AND CONSENT GIVEN

Company records and archives all incoming and outgoing telephone calls. Client hereby consents to such recordings and/or monitored phone calls for quality assurance purposes. Client understands that Company will need to contact Client for various servicing issues throughout the consolidation period and subsequent servicing timeframe, and Client consents to allow Company to contact Client via Client's e-mail address and any telephone numbers that Client has provided to Company. Client understands and consents that Company has the right to assign or sell Company's servicing portfolio, and that the assignee/buyer must be bound by all provisions of this Service Agreement between Client and Company.

14) COMPLAINT POLICY:

The Company's goal is to provide exceptional service to our clients. While every effort is taken to ensure we treat our clients in a fair, courteous, and honest manner, we are also subject to error. We believe that our clients have the right to voice their opinion and the right to have their complaints addressed. We also believe that a successful organization must be willing to evolve in order to meet the needs of its clients. Therefore, we have established a complaint process for clients who are unsatisfied with the service or treatment they receive. How to send in a complaint: In the event you are unsatisfied with our service, please direct your comment or complaint with the employee or team responsible. If the individual employee cannot resolve the matter, we will engage the relevant manager or director to try to resolve the matter. We will always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution provided, you may then notify our Compliance Officer in writing at:

E-mail address: info@USAStudentdebtrelief.com

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please include the following in your written correspondence. A clear description of the complaint and any suggestions you may have that would resolve your grievance. Details of any relevant information relating to any contacts you may previously have had with Company on this subject. Whether it is n original complaint, or a follow-up to a reply you were not satisfied with. Your complete contact information (including full postal address, telephone number, and e-mail address) and your date of birth (for verification purposes). The Company strives to resolve all complaints as quickly and efficiently as possible. Client can expect to receive a response from Company within 10 business days after submitting a complaint. If Client's case is particularly complex and cannot be resolved within 10 days, Company will provide Client with an estimated time in which to receive a response.

15) DISPUTE RESOLUTION; GOVERNING LAW; VENUE

This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Florida. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this Agreement or the transactions contemplated hereby must be brought either in the courts sitting in Sarasota County Florida, or in the United States District Court for the Central District of Florida in Tampa and by execution and delivery of the Agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

16) SEVER ABILITY

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect.

17) FORCE MAJEURE

Neither party shall be responsible or liable to the other party for delays or failures (including any delay by the Company to make progress in the provision of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of the United States Government and any of its agencies and branches.

18) HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for convenience only and shall not in any way affect the interpretation of the provisions of this Agreement.

CLIENT(S), BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHAGE FOR THE ENROLLMENT FEE PAYMENT FOR COMPANY'S SERVICES. COMPANY IS NOT A LENDER OR SERVICER OF ANY SORT, DURING THE PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE BENEFIT FROM THE SURVICES THAT COMPANY INTENDS TO PROVIDE HEREUNDER. CLIENT FURTHER ACKNOWLEDGES THAT COMPANY, AND/OR ANY OF ITS AGENTS HAVE PROVIDED NO GUARANTEES TO CLIENT OF A SPECIFIC OUTCOME, AND A POSITIVE OUTCOME CANNOT BE GUARANTEED. CLIENT HAS BEEN ADVISED THAT ALL INFORMATION REQUIRED FOR CONSOLIDATING OR QUALIFYING FOR A REPAYMENT PLAN FOR THEIR LOANDS AND/OR GARNISHMENT LOAN IS AVAILABLE TO THEM DIRECTLY AT NO COST THROUGH THE DEPARTMENT OF EDUCATION AND HAS DECODED ON THEIR OWN ACCORD TO PROCEED WITH THE SERVICES PROVIDED BY, AND THE ASSISTANCE OF, COMPANY. CLIENT UNDERSTANDS COMPANY DOES NOT OR WILL NOT PAY CLIENT STUDENT LOAN. COMPANY'S DigiSigner Document 4-001026-KKM-AAS-59445583767 t 3-1 Filed 07/09/24 Page 178 of 341 Page 14 of 27 Page 14 of 27

SERVICES AND PROGRAM HAS BEEN EXPLAINED IN FULL AND TO CLIENT'S SATISFACTION. CLIENT IS FULLY AWARE AND UNDERSTANDS WHAT CLIENT IS ENROLLING IN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Agreed to and accepted by:

COMPANY

CLIENT

Printed Name: USA Student Debt Relief Printed Name: Cheryl Hedrick

THIRD PARTY AUTHORIZATION

TO: ANY AND ALL OF MY STUDENT LOAN CREDITORS:

I, hereby duly authorize, empower and appoint Company, its agents and representatives, permission to perform any acts necessary or convenient on my behalf, including but not limited to, the following:

1. Prepare, sign, and file any documents pertaining to my student loans with any governmental body or agency, represent me in all student loan matters including: negotiating, compromising, or settling any matters with said government agencies, and communicate on my behalf as I would were I present and acting with any and/or all of my federal student loan providers

2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, including but not limited to: the balance of my account, payment history verification of the account and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide Company is true and accurate.

3. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, to communicate directly with Company concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act. I further request that all of my lenders direct all further telephone calls to:

Company of 1412 Pine Bay Drive, Sarasota FL 34231; 1-877-871-6116. Any and all communications directed to me will be referred to Company and per my instruction lenders and servicers should only deal directly with Company. I understand that Company is not a law firm, is not licensed to practice law or provide legal advice, and that I will not request or accept, any legal advice from Company relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against Company relating to the practice of law.

I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the Company program.

I agree that any electronic copy of my signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Third Party Authorization shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

This Third Party Authorization granted to Company shall remain in force unless it is rescinded or modified in writing or upon

Client Signature: Cheryl Hedrick

Date: 07/07/2023

NOTICE OF RIGHT TO CANCEL

1. YOUR RIGHT TO CANCEL:

USA Student Debt Relief (USASDR) is in the business of providing student relief services for our CLIENT(S). CLIENT(S) have signed and agreed to the terms and conditions of the above AGREEMENT. USASDR is providing CLIENT(S) with the right to cancel the AGREEMENT, without cost; within thirty (30) business days of the date CLIENT(S) signed the original AGREEMENT.

If CLIENT(S) cancels the AGREEMENT within this 3\thirty (30) day period, the funds will be returned to CLIENT(S). USASDR will return any funds CLIENT(S) paid, except the non-refundable \$99 set up fee to USASDR and/or to anyone else in connection with the AGREEMENT. Upon expiration of the cancellation period, as identified in this Service Agreement, there will be no refunds.

2. HOW TO CANCEL:

If you decide to cancel this AGREEMENT, you may do so, by notifying us in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing this document.

Please email to:

Email: info@USAStudentdebtrelief.com

Or mail to:

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please note if you cancel via mail, we must receive the above notice at the below-address, no later than midnight of the thirtieth (30) business day, following the date of your signing the Agreement. Sunday is not considered a business day. If CLIENT(S) fax and/or hand-deliver a written notice to cancel; it must be delivered to the above address not later than that timeframe.

Client	Signature	ė

Printed Name: _____

Date: _____

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 180 of 341 Page 16 of 27 Page 16 of 27

Page 180 of 341 Page 9 28 Page 16 of 27 Audit Trail

DigiSigner

DigiSigner Document ID: edef2f9d-a2ba-42f5-8c81-59445f583767

Signer

Signature



Email: IP Address:

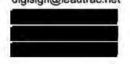


Event

Upload document Send for signing Open document Sign document Close document



digisign@leadtrac.net digisign@leadtrac.net



Time

07/07/2023 7:23:05 PM EDT 07/07/2023 7:23:05 PM EDT 07/07/2023 7:24:04 PM EDT 07/07/2023 7:26:15 PM EDT 07/07/2023 7:26:15 PM EDT

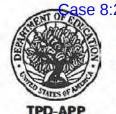


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Hedrick Attachment A, page 11 of 11





Wiliiam D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program / Federal Perkins Loan (Perkins Loan) Program / TEACH Grant Program

This is an application for a total and permanent disability discharge of your Direct Loan, FFEL, and/or Perkins Loan program loan(s), and/or your Teacher Education Assistance for College and Higher Education (TEACH) Grant Program service obligation.

DISABILITY

Throughout this application, the words "we," "us," and "our" refer to the U.S. Department of Education.

Make sure that Section 2, Section 3, and (if required) Section 4 include all requested information. Incomplete or inaccurate information may cause your application to be delayed or rejected.

To qualify for this discharge, you must submit documentation from one of the following sources:

- 1. The U.S. Department of Veterans Affairs (VA) OR
- The Social Security Administration (SSA) OR
- A physician's certification in Section 4 of this form

Except for VA or SSA determinations described below, a disability determination by another federal or state agency does not qualify you for this discharge.

U.S. Department of Veterans Affairs Documentation

If you are a veteran who has been determined by the VA to be unemployable due to a service-connected disability, you may gualify for discharge by providing documentation from the VA showing that you have received one of the following two types of VA disability determinations:

- 1. A determination that you have a service-connected disability (or disabilities) that is 100% disabling.
- 2. A determination that you are totally disabled based on an individual unemployability rating.

You do not qualify for discharge based on a VA disability determination if your disability is not service-connected.

Social Security Administration Documentation

If you are eligible for Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI), you may qualify for discharge by providing a copy of your notice of award or Benefits Planning Query (BPQY) from the SSA. You only qualify for a discharge based on this documentation if it shows that your next scheduled disability review will be 5 to 7 years or more from the date of your last SSA disability determination.

If you want to submit a BPQY but do not have one, contact the SSA office that issued your award and request form SSA-2459. You may also request a BPQY by calling 1-800-772-1213 or by visiting www.ssa.gov.

If you are granted a discharge based on SSA documentation, we will monitor your status during a 3-year monitoring period. Your discharged loans or TEACH Grant service obligation may be reinstated if you do not meet certain requirements, as explained in Section 6 of this form.

Physician Certification

You may qualify for discharge by having a physician complete Section 4 of this application. The physician must certify that you are unable to engage in any substantial gainful activity (see definition in Section 5) by reason of a medically determinable physical or mental impairment that:

- Can be expected to result in death;
- Has lasted for a continuous period of at least 60 months; or
- 3. Can be expected to last for a continuous period of at least 60 months.

If you are granted a discharge based on a physician's certification, we will monitor your status during a 3-year monitoring period. Your discharged loans or TEACH Grant service obligation may be reinstated if you do not meet certain requirements, as explained in Section 6 of this form.

Important Tax Information

Loan amounts discharged due to total and permanent disability may be considered taxable income by the Internal Revenue Service (IRS). Contact the IRS for more information.

How to Designate Someone to Represent You

If you wish to designate an individual or organization to represent you in matters related to your total and permanent disability discharge request, you must complete the Applicant Representative Designation: Total and Permanent Disability form. You may obtain this form from our Total and Permanent Disability Discharge Servicer (see below for contact information).

WHERE TO SEND YOUR COMPLETED APPLICATION AND DOCUMENTATION

U.S. Department of Education - TPD Servicing P.O. Box 87130 Lincoln, NE 68501-7130 Fax: 303-696-5250

IF YOU NEED HELP COMPLETING THE APPLICATION

Phone: 1-888-303-7818 (TTY: dial 711, then phone no.) Email: disabilityinformation@nelnet.com Website: www.disabilitydischarge.com

Case 8:201SCHARGE APPLICATION: TOTAL AND PERMANENT 34 5 Mage 1826 Form Approved DISABILITY Exp. Date 09/30/2019

William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program / Federal Perkins Loan (Perkins Loan) Program / TEACH Grant Program

TPD-APP

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: APPLICANT INFORMATION

Please ente	ter or correct the following information.		
Check t	Check this box if any of your information has changed.		
SSN			
Date of Birth			
Name			
Address			
City	State Zip Code		
Telephone - Primary			
Telephone - Alternate			
Email (Optional)			
SECTION 2: TOTAL AND PERMANENT DISABILITY INFORMATION			

Carefully read the entire application. Type or print in dark ink. Sign and date the application in Section 3.

- Are you a veteran who has received a determination from the U.S. Department of Veterans Affairs (VA) that you are unemployable due to a service-connected disability?
 - Yes Attach documentation of the VA determination and complete Section 3. You do not need to have a physician complete Section 4. No - Continue to Item 2.
- Are you currently receiving SSDI or SSI benefits, and does your most recent notice of award of Benefits Planning Query (BPQY) from the SSA state that your next scheduled disability review will be 5 to 7 years or more from the date of your last SSA disability determination?

PX04

- Yes Attach a copy of your most recent SSA notice of award or BPQY and complete Section 3. You do not need to have a physician complete Section 4.
- No Complete Section 3 and have a physician complete and sign Section 4.

SECTION 3: APPLICANT'S REQUEST, AUTHORIZATION, UNDERSTANDINGS, AND CERTIFICATIONS

I request that the U.S. Department of Education discharge my Direct Loan, FFEL, and/or Perkins Loan program loan(s), and/or my TEACH Grant service obligation.

I authorize any physician, hospital, or other institution having records about the disability that is the basis for my request for a discharge to make information from those records available to the U.S. Department of Education. I understand that:

- - 1. If I am applying for a discharge based on a physician's certification in Section 4, I must submit this application to the U.S. Department of Education within 90 days of the date of my physician's signature in Section 4.
- 2. If I am a veteran who answered No to Item 1 in Section 2, and I obtained a certification from a physician in Section 4, that certification is only for purposes of determining my eligibility for a discharge of my loan(s) or TEACH Grant service obligation, and is not for purposes of determining my eligibility for, or the extent of my eligibility for, VA benefits.

I certify that: (1) I have a total and permanent disability, as defined in Section 5; and (2) I have read and understand the information in Sections 6 and 7.

		Pangantativa Nama (if annligabla)
Applicant's or Representative's Signature	Date	Representative Name (if applicable)
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NOTE: You may designate someone to represent you in matters related to your application. If you wish to designate a representative, you must complete the Applicant Representative Designation: Total and Permanent Disability form. Page 2 of 8

Hedrick Attachment B, page 2 of 8

Applicant Name 24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 183 of 341 Page 262

SECTION 4: PHYSICIAN'S CERTIFICATION

Print legibly and initial any changes. Return the form to the applicant or representative.

Applicant Identification

 Provide the below information regarding the individual for whom you are completing this Section:

Name

Date of Birth

Medically Determinable Physical or Mental Impairment

 Does the applicant have a medically determinable physical or mental impairment that prevents the applicant from engaging in any substantial gainful activity?

Substantial gainful activity means a level of work performed for pay or profit that involves doing significant physical or mental activities or a combination of both. If the applicant is able to engage in any substantial gainful activity in any field of work, you must answer "No". Yes - Continue to Item 3.

No - Do not complete this application.

Severity/Duration of Physical or Mental Impairment

Is the applicant's impairment expected to result in death?
 Yes - Skip to Item 5.

No - Continue to Item 4.

4. Has the applicant's impairment lasted or is it expected to last for a continuous period of at least 60 months? Yes - Continue to Item 5.

No - Do not complete this application.

Disabling Condition

Do not use insurance codes or abbreviations.

5. Provide your diagnosis of the applicant's impairment:

 Describe the severity of the applicant's impairment, including, if applicable, the phase of the impairment:

Limitations

Explain how the condition prevents the applicant from engaging in <u>any</u> substantial gainful activity in <u>any</u> field of work. Attach additional pages if needed. Enter "N/A" if not applicable. You may include additional information you believe is helpful in understanding the applicant's condition, such as medications or procedures used to treat the condition.

- 7. Limitations on sitting, standing, walking, or lifting:
- 8. Limitations on activities of daily living:
- 9. Residual functionality:
- 10. Social/behavioral limitations (if any):

11. Global Assessment Function Score (for psychiatric conditions):

Physician's Certification

I certify that, in my best professional judgment, the applicant identified in Item 1 has a medically determinable physical or mental impairment consistent with my responses in Items 2 through 10.

I understand that an applicant who is currently able to engage in <u>any</u> substantial gainful activity in <u>any</u> field of work does not have a total and permanent disability as defined on this form.

I am a doctor of:

octor of: Interfective octoopathy/osteopathic medicine

State Where Legally Authorized to Practice*

Professional License Number (subject to verification; stamp is acceptable)

*If you are licensed to practice in American Samoa, Puerto Rico, the U.S. Virgin Islands, the Northern Mariana Islands, the Marshall Islands, Micronesia, or Palau, attach a copy of your professional license that clearly shows the expiration date.

Physician's Signature (a stamp is not acceptable)	Date (mm-dd-yyyy)	Physician Name (First, Middle, Last)
	Email	Telephone
Address (a stamp is acceptable)	Page 3 of 8	Fax

Hedrick Attachment B, page 3 of 8

SECTION SECTIO

If you have a **total and permanent disability**, this means that: (1) you are unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death, or that has lasted for a continuous period of not less than 60 months, or that can be expected to last for a continuous period of not less than 60 months; **OR (2)** you are a veteran who has been determined by the VA to be unemployable due to a service-connected disability. Except for certain individuals who have received SSA notices of award for SSDI or SSI benefits, or for certain veterans, a disability determination by another federal or state agency does not establish your eligibility for a discharge of your loan(s) and/or TEACH Grant service obligation due to a total and permanent disability.

Substantial gainful activity means a level of work performed for pay or profit that involves doing significant physical or mental activities, or a combination of both.

A discharge of a loan due to a total and permanent disability cancels your obligation (and, if applicable, an endorser's obligation) to repay the remaining balance on your Direct Loan, FFEL, and/or Perkins Loan program loans. A discharge of a TEACH Grant service obligation cancels your obligation to complete the teaching service that you agreed to perform as a condition for receiving a TEACH Grant.

The **post-discharge monitoring period** begins on the date we grant a discharge of your loan(s) or TEACH Grant service obligation and lasts for three years. If you fail to meet certain conditions at any time during or at the end of the post-discharge monitoring period, we will reinstate your obligation to repay your loan(s) or complete your TEACH Grant service. See Section 6 for more information.

Note to Veterans: The post-discharge monitoring period does not apply if you are a veteran who receives a discharge based on a determination from the VA that you are unemployable due to a service-connected disability.

The William D. Ford Federal Direct Loan (Direct Loan) Program includes Federal Direct Stafford/Ford Loans (Direct Subsidized Loans), Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans), Federal Direct PLUS Loans (Direct PLUS Loans), and Federal Direct Consolidation Loans (Direct Consolidation Loans). The Federal Family Education Loan (FFEL) Program includes Federal Stafford Loans (both subsidized and unsubsidized), Federal Supplemental Loans for Students (SLS), Federal PLUS Loans, and Federal Consolidation Loans.

The Federal Perkins Loan (Perkins Loan) Program includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loans).

The Teacher Education Assistance for College and Higher Education (TEACH) Grant Program requires individuals to complete a teaching service obligation as a condition for receiving a TEACH Grant.

The **holder** of your FFEL Program loan(s) may be a lender, a guaranty agency, or the U.S. Department of Education. The holder of your Perkins Loan Program loan(s) may be a school you attended or the U.S. Department of Education. The holder of your Direct Loan Program loan(s) and/or your TEACH Grant Agreement to Serve (if you received a TEACH Grant) is the U.S. Department of Education. Your loan holder may use a servicer to handle billing and other matters related to your loan. The term "holder" as used on this application means either your loan holder or, if applicable, your loan servicer.

The term **"state"** for purposes of the physician's certification in Section 4 (the physician must be licensed to practice in a state) includes the 50 United States, the District of Columbia, American Samoa, the Commonwealth of Puerto Rico, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

A **representative** is a member of your family, your attorney, a law firm or legal aid society, or another individual or organization authorized to act on your behalf in connection with your total and permanent disability discharge application.

SECTION 6: DISCHARGE PROCESS / ELIGIBILITY REQUIREMENTS / TERMS AND CONDITIONS FOR DISCHARGE

Applying for discharge (all applicants):

Submission of discharge application. After you submit your completed application and documentation to us, we will send you a notice that will:

- Acknowledge receipt of your application;
- Explain the process for our review of your application; and
- Inform you that you are not required to make any payments on your loans while we review your application for discharge.

Consequences of failure to submit an application. If you do not submit an application to us within 120 days of notifying us that you intend to submit an application, collection activity will resume on your loans, and your loan holder may capitalize any unpaid interest. This means that the unpaid interest will be added to the principal balance of your loans, and interest will then be charged on the increased loan principal amount. However, if you have a FFEL Program loan and the loan holder is a guaranty agency, or if you have a Federal Perkins Loan, unpaid interest will not be capitalized.

Page 4 of 8

Hedrick Attachment B, page 4 of 8

Discharge process for veterans who have been determined by the VA to be unemployable due to a service-connected disability:

Our review of your discharge application. We will review the documentation from the VA to determine if you are totally and permanently disabled as described in item (2) of the definition of "total and permanent disability" in Section 5 of this application.

Determination of eligibility or ineligibility for discharge. If we determine that you are totally and permanently disabled, you will be notified that your loans and/or TEACH Grant service obligation has been discharged. The discharge will be reported to nationwide consumer reporting agencies, and any loan payments received on your loan on or after the effective date of the determination by the VA that you are unemployable due to a serviceconnected disability will be refunded to the person who made the payments.

If we determine that you are **not** totally and permanently disabled, you will be notified of that determination. The notification will include:

- The reason or reasons for the denial of your discharge application;
- An explanation that your loans are due and payable to the loan holder under the terms of the promissory note that you signed and that your loans will return to the status they were in at the time you applied for a total and permanent disability discharge;
- An explanation that your loan holder will notify you of the date you must resume making payments on your loans; and
- An explanation that if you applied for a discharge of a TEACH Grant service obligation, you must comply with all terms and conditions of your TEACH Grant Agreement to Serve.

The notification will also explain your ability to request reconsideration of this determination or to submit a new discharge application:

- You may request that we re-evaluate your discharge application by providing additional documentation from the VA that supports your eligibility for discharge. If you provide this documentation within 12 months of the date of our notification that you are ineligible for discharge, you do not have to submit a new application. After 12 months, a new application is required.
- If the documentation from the VA does not indicate correction that you are unemployable due to a service- well connected disability, you may reapply for discharge under the "Discharge Process For All Other disc Applicants". You must submit a new application with the required documentation from the SSA or a physician's certification in Section 4.

Discharge process for all other applicants: Page 21 of 27

Our review of your discharge application. If you submit a discharge application supported by an award of benefits notice from the SSA or an SSA Benefits Planning Query (BPQY), we will review that documentation to determine if it meets the requirements described in Section 2, Item 2 of this form.

If you submit a discharge application supported by a physician's certification in Section 4 of this application, we will review the physician's certification and any accompanying documentation to determine if you are totally and permanently disabled as described in item (1) of the definition of "total and permanent disability" in Section 5 of this application. We may also contact your physician for additional information, or may arrange for an additional review of your condition by an independent physician at our expense. Based on the results of this review, we will determine your eligibility for discharge.

If we determine during our review of your application that you received a Direct Loan or Perkins Loan program loan, or a TEACH Grant before the date we received the SSA notice of award (or BPQY) or before the date the physician certified your application in Section 4, and a disbursement of that loan or grant is made after that date, but before we have granted a discharge, we will suspend processing of your discharge request until you ensure that the full amount of the disbursement is returned to the loan holder or (for a TEACH Grant) to us.

If you apply for a total and permanent disability discharge and we determine as part of our review that a new Direct Loan or Perkins Loan program loan or a new TEACH Grant was made to you on or after the date we received the SSA notice of award (or BPQY) or the date the physician certified your application in Section 4, and before the date we grant a discharge, we will deny your discharge request. Collection will resume on your loans and you will again be responsible for complying with the terms and conditions of your TEACH Grant Agreement to Serve.

Determination of eligibility or ineligibility for discharge. If we determine that you are totally and permanently disabled, we will notify you that a discharge has been approved, and that you will be subject to a postdischarge monitoring period for three years beginning on the discharge date. The notification of discharge will explain the terms and conditions under which we will reinstate your obligation to repay your loan or to complete your TEACH service. The discharge will be reported to nationwide consumer reporting agencies, and any loan payments that were received after the date we received the SSA notice of award (or BPQY) or after the date the physician certified your discharge application will be returned to the person who made the payments.

SECTION 8: DISCHARGE PROCESS MELIGIBILITY REQUIREMENTS OF AND CONDITIONS FOR DISCHARGE (ETD.) PX04

Discharge process for all other applicants (continued): Determination of eligibility or ineligibility for discharge (continued).

If we determine that you are **not** totally and permanently disabled, you will be notified of that determination. The notification will include:

- The reason or reasons for the denial of your discharge application;
- An explanation that your loans are due and payable to the loan holder under the terms of the promissory note that you signed and that your loans will return to the status that would have existed if your total and permanent disability discharge application had not been received;
- An explanation that your loan holder will notify you of the date you must resume making payments on your loans;
- An explanation that if you applied for a discharge of a TEACH Grant service obligation, you must comply with all terms and conditions of your TEACH Grant Agreement to Serve;
- An explanation that you are not required to submit a new total and permanent disability discharge application if, within 12 months of the date of our notification to you that you are ineligible for discharge, you provide additional information regarding your disabling condition that supports your eligibility for discharge, and you request that we re-evaluate your discharge application; and
- An explanation that if you do not request reevaluation of your prior discharge application within 12 months of the date of our notification of ineligibility for discharge, and you still wish to have us re-evaluate your eligibility for a total and permanent disability discharge, you must submit a new total and permanent disability discharge application to us.
- If you request a re-evaluation of your total and permanent disability discharge application or submit a new total and permanent disability discharge application, as described above, your request must include new information regarding your disabling condition that was not provided to us in connection with your prior application for discharge.

Post-discharge monitoring period. If you are granted a discharge, we will monitor your status during the 3-year post-discharge monitoring period that begins on the date the discharge is granted.

We will reinstate the requirement for you to repay your loans and/or complete your TEACH Grant service if, at any time during or at the end of the post-discharge monitoring period, you:

- Receive annual earnings from employment that exceed the poverty guideline amount (see Note below) for a family of two in your state, regardless of your actual family size;
- Receive a new loan under the Direct Loan Program or the Perkins Loan Program, or a new TEACH Grant;
- Receive a disbursement of a Direct Loan Program or Perkins Loan Program loan or a TEACH Grant that was initially disbursed prior to your discharge date and you fail to ensure that the disbursement is returned to the loan holder or (for a TEACH Grant) to us within 120 days of the disbursement date; or
- Receive a notice from the SSA indicating that you are no longer disabled or that your continuing disability review will no longer be the 5- to 7-year period indicated in the SSA notice of award or BPQY.

During the 3-year post-discharge monitoring period, you (or your representative) must:

- Promptly notify us of any changes in your address or telephone number;
- Promptly notify us if your annual earnings from employment exceed the poverty guideline amount for a family of two in your state (see **Note** below), regardless of your actual family size;
- Upon request, provide us with documentation of your annual earnings from employment, on a form that we will provide; and
- Promptly notify us if you receive a notice from the SSA indicating that you are no longer disabled or that your continuing disability review will no longer be the 5- to 7-year period indicated in the SSA notice of award or BPQY (after you had been previously determined to be disabled by the SSA, were receiving SSDI or SSI benefits, and had a continuing disability review period of 5 to 7 years or more from the date of your last SSA disability determination).

Note: The poverty guideline amounts are updated annually and may be obtained at <u>http://aspe.hhs.gov/</u> <u>poverty</u>. We will notify you of the current poverty guideline amounts during each year of the post-discharge monitoring period.

Hedrick Attachment B, page 6 of 8

SECTION & BISCHARGE PROCESS VELIGIBILITY REQUIREMENTS PTERMS AND CONDITIONS FOR DISCHARGE (CTD.) PX04

Discharge process for all other applicants (continued):

Reinstatement of obligation to repay discharged loans or complete discharged TEACH Grant service obligation. If you do not meet the requirements described above at any time during or at the end of the post-discharge monitoring period, we will reinstate your obligation to repay your loans and/or to complete your TEACH Grant service. If your loans are reinstated, you will be responsible for repaying your loans to us in accordance with the terms of your promissory note(s). Your loans will be returned to the status that would have existed if we had not received your total and permanent disability discharge application. However, you will not be required to pay interest on your loans for the period from the date of the discharge until the date your repayment obligation was reinstated. We will be your loan holder. If your TEACH Grant service obligation is reinstated, you will again be subject to the requirements of your TEACH Grant Agreement to Serve. If you do not meet the terms of that agreement and the TEACH Grant funds you received are converted to a Direct Unsubsidized Loan, you must repay that loan in full, and interest will be charged from the date(s) that the TEACH Grant funds were disbursed.

If your obligation to repay your loans or to complete your TEACH Grant service is reinstated, we will notify you of the reinstatement. This notification will include:

- The reason or reasons for the reinstatement;
- For loans, an explanation that the first payment due date on the loan following the reinstatement will be no earlier than 60 days following the date of the notification of reinstatement; and
- Information on how you may contact us if you have questions about the reinstatement, or if you believe that your obligation to repay a loan or complete TEACH Grant service was reinstated based on incorrect information.

SECTION 7: ELIGIBILITY REQUIREMENTS TO RECEIVE FUTURE LOANS OR TEACH GRANTS

For veterans who receive a total and permanent disability discharge based on a determination by the VA that they are unemployable due to a service-connected disability:

If you are a veteran who is granted a **discharge** based on a determination that you are totally and permanently disabled as described in item (2) of the definition of "total and permanent disability" in Section 5 of this application, you are not eligible to receive future loans under the Direct Loan Program or the Perkins Loan Program, or future TEACH Grants, unless:

- You obtain a certification from a physician that you are able to engage in substantial gainful activity; and
- You sign a statement acknowledging that the new loan or TEACH Grant service obligation cannot be discharged in the future on the basis of any injury or illness present at the time the new loan or TEACH Grant is made, unless your condition substantially deteriorates so that you are again totally and permanently disabled.

For all other individuals who receive a total and permanent disability discharge:

If you are granted a **discharge** based on a determination that you are totally and permanently disabled in accordance with item (1) of the definition of "total and permanent disability" in Section 5 of this application, you are not eligible to receive future loans under the Direct Loan Program or the Perkins Loan Program, or future TEACH Grants, unless:

- You obtain a certification from a physician that you are able to engage in substantial gainful activity;
- You sign a statement acknowledging that the new loan or TEACH Grant service obligation cannot be discharged in the future on the basis of any injury or illness present at the time the new loan or TEACH Grant is made, unless your condition substantially deteriorates so that you are again totally and permanently disabled; and
- If you request a Direct Loan Program or Perkins Loan Program loan, or a new TEACH Grant, within three years of the date that a previous loan or TEACH Grant was discharged, you resume payment on the previously discharged loan or acknowledge that you are once again subject to the terms of the TEACH Grant Agreement to Serve before receiving the new loan.

Hedrick Attachment B, page 7 of 8

SECTION 8: WHERE TO SEND THE COMPLETED DISCHARGE APPLICATION 9/24 Page 188 of 341 Page 10 267 27 01 27

Return the completed form and any documentation to:

U.S. Department of Education - TPD Servicing P.O. Box 87130 Lincoln, NE 68501-7130 Fax to: 303-696-5250 Email to: <u>disabilityinformation@nelnet.com</u>

SECTION 9: IMPORTANT NOTICES

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq., §451 et seq., §461, or §420L of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., 20 U.S.C. 1087aa et seq., or 20 U.S.C. 1070g et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Direct Loan,FFEL, Perkins Loan, or TEACH Grant program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan, FFEL, Federal Perkins Loan or TEACH Grant Programs, to permit the servicing of your loans, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a caseby-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loans, to enforce the terms of the loans, to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions.

If you need help completing this form, contact us:

Phone: 1-888-303-7818 (TTY: dial 771, then phone no.) Email: <u>disabilityinformation@nelnet.com</u> Website: <u>www.disabilitydischarge.com</u>

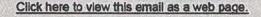
To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

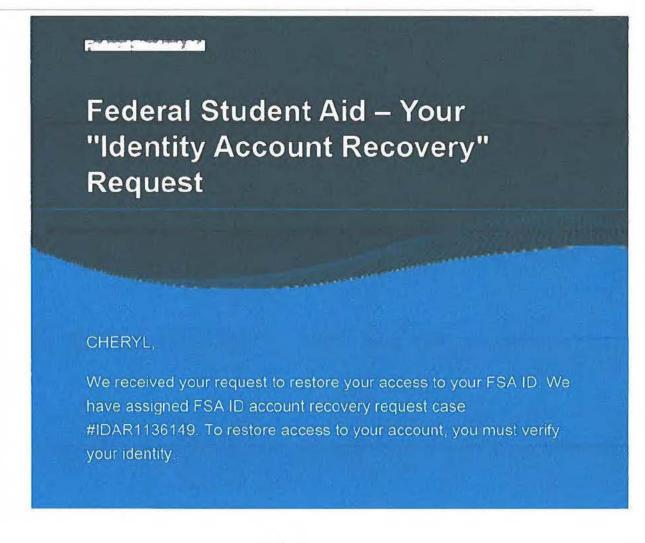
In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to gualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0065. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain a benefit in accordance with 34 CFR 674.61(b) or (c), 34 CFR 682.402(c)(2) or (c)(9), 34 CFR 685.213(b) or (c), and 34 CFR 686.42(b). If you have comments or concerns regarding the status of your individual submission of this form, please contact the U.S. Department of Education directly (see Section 6).

Hedrick Attachment B, page 8 of 8

On Monday, July 10, 2023, 3:22 PM, U.S. Department of Education <donotreply@studentaid.gov> wrote:





Send an email to <u>FSAIDVerify@ed.gov</u> and attach a copy of one identity document from the list below by scanning the document to an image file or PDF file. If you reply directly to this email, your Identity Account Recovery request case won't be received and processed.

Include the following information in your email:

- The case number above.
- Your full name.
- Your date of birth.
- An email address to which you currently have access. We will add the email address to your account and use it to give you access.
- One of the following currently valid documents:
 - o Driver's License
 - DMV/MVA ID card
 - DMV/MVA Temporary Driver's License (print out in paper form)
 - Social Security Card
 - o U.S. Passport
 - Passport Card
 - o U.S. Green Card
 - o Birth Certificate along with a photo ID
 - o Native American Tribal ID
 - Military ID (must have front and back)

Page 27 of 27

Need Help?

If you have questions about this identity account recovery process, please reply to this email. If you have other questions about your FSA ID, you can call the Federal Student Aid Information Center at 1-800-433-3243 or <u>visit the StudentAid.gov Help Center</u>.



Sign up for text alerts to stay updated on our grant programs, loan forgiveness programs, repayment plans, and information about your loans.



This email was sent by Office of Federal Student Aid U.S. Department of Education 400 Maryland Ave. SW, Washington, DC, 20002, US

Please do not reply to this email. Messages sent to this email address are not monitored. It you wish to contact us, please use the <u>StudentAid goy contact page</u>. For more information about financial aid, <u>visit StudentAid goy</u>.

FTC v. Start Connecting LLC et al. Exhibits to Emergency TRO Motion



Declaration of Ingrid McPherson

Volume I

DECLARATION OF INGRID MCPHERSON PURSUANT TO 28 U.S.C. § 1746

I, Ingrid McPherson hereby declare as follows:

 My name is Ingrid McPherson. I live in Minneapolis, Minnesota, and am over eighteen years of age. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I could and would competently testify to these same facts.

2. Between 2008 and 2010, I took out about \$17,000 in federal student loans pay for my associates degree at Globe University. My loans were issued by the U.S. Department of Education. My monthly loan payments were \$0 between 2020 and 2023 based on action taken by the U.S. Department of Education in response to the COVID-19 pandemic.

3. In late 2022, I began to re-evaluate my personal finances in preparation for retirement. I heard a lot about federal student loan forgiveness programs and began research for ways to pay off my student loans when I found USA Student Debt Relief on the internet. I called the number listed on the website and spoke with Kevin Smith.

4. On the call, Mr. Smith told me that USA Student Debt Relief could guarantee my student loans were forgiven. I did not provide Mr. Smith with details regarding my student loan debt but he seemed to have access to my information as he was able to tell me the initial loan amount and the institution where I studied.

5. I told the representative that I was interested in President Biden's student loan forgiveness programs. He responded that there was no way President Biden could fulfill his campaign promise to forgive student loan debt. Mr. Smith said that it was only a matter of time before the proposal failed and urged me to take advantage of their program to eliminate my student loan. 6. He explained that there were various student loan forgiveness programs that the general public did not know about but, for which, I qualified. I do not recall providing the representative with my Federal Student Aid account login credentials but I did supply my date of birth and credit card information towards the end of our conversation.

7. The representative explained that I would need to make four monthly payments, each \$100, that would go to USA Student Debt Relief before they enrolled me in the appropriate forgiveness program. Additionally, I would be required to pay \$10/month while my application for loan forgiveness was being processed. I understood that I needed to make these payments before I could receive any debt relief. When I inquired about the forgiveness process following the four months, Mr. Smith began talking in circles, was vague about the details, and ultimately did not explain how the company would ensure the loans were forgiven.

8. The representative told me that I would need to quickly sign a digital contract to enroll in the student debt relief program. However, because Mr. Smith did not clearly explain how USA Student Debt Relief could eliminate my student loan debt, I told him that I wanted a few days to think about the program and asked that he not charge me until I contacted him again. He agreed not to charge my card until I gave my final approval.

9. On or about December 30, 2022, I reviewed my credit card transactions and discovered that USA Student Debt Relief charged me \$100. I immediately called the phone number I had for Mr. Smith but was unable to reach him. I left several voice messages stating that it was urgent I speak with Mr. Smith. When I didn't hear back, I filed a complaint against the company with the Better Business Bureau ("BBB") to request a refund of the money.

10. A few days after I submitted my compliant, I received a phone call from a gentleman who explained that he was Mr. Smith's supervisor. He stated that Mr. Smith had been

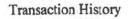
away from the office on holiday break. He agreed that, based on my original discussion with Mr. Smith, my credit card should not have been charged and agreed to process a full refund. The funds were returned to my account approximately 7 days later. A true and accurate copy of my bank transaction showing the initial charge from USA Student Debt Relief and subsequent refund is attached as <u>Exhibit A</u>.

11. Following the erroneous charge to my credit card and after reflecting on Mr. Smith's ambiguous explanation of the loan forgiveness process, I decided to end my engagement with USA Student Debt Relief. Ultimately, I did not believe that the company would have obtained forgiveness of my student loans. If I had known that they could not guarantee that my student loan would be discharged, I never would have agreed to sign their contract or allow them to obtain my financial information.

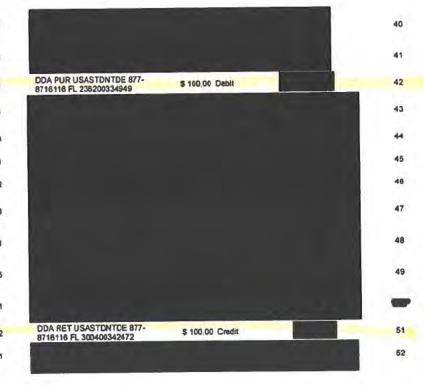
I state under penalty of perjury that the foregoing statement is true and correct.

Executed on March 2024.

Ingrid McPherson



Page 2 of 2



12/27/2022 12/27/2022 631 331 12/28/2022 12/28/2022 12/30/2022 12/30/2022 081 12/30/2022 12/30/2022 061 12/30/2022 12/30/2022 633 01/03/2023 01/03/2023 061 832 01/03/2023 01/03/2023 01/03/2023 01/03/2023 633 01/04/2023 01/04/2023 061 01/04/2023 01/04/2023 635 01/05/2023 01/05/2023 161 01/08/2023 01/06/2023 362 061 01/09/2023 01/09/2023

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FTC v. Start Connecting LLC et al. Exhibits to Emergency TRO Motion



Declaration of Camelia Morales

Volume I

DECLARATION OF CAMELIA MORALES PURSUANT TO 28 U.S.C. § 1746

I, Camelia Morales, hereby declare as follows:

1. My name is Camelia Morales. I live in Barnardsville, North Carolina, and am over eighteen years of age. I have personal knowledge of the facts stated in this declaration and, if called as a witness, I could and would competently testify to these same facts.

2. I took out federal student loans to help pay for my undergraduate education. My loans were disbursed from the U.S. Department of Education. I ended up not being able to complete my degree, but still owed tens of thousands of dollars in student loans. My monthly loan payments were paused between 2020 and 2023 by the U.S. Department of Education in response to the COVID-19 pandemic.

3. In the first few months of 2022, while my student loan payments were still paused, I received emails about my student loan servicer being changed to Nelnet. In April 2022, I decided to try to contact Nelnet to see what payment plans were available to me and because I wanted to check on some information in their emails about my student loan balance. When I tried to call the phone number listed in the email that appeared to be from Nelnet, I was instead connected with Malory Reyes, who I found out during the call was a representative for USA Student Debt Relief. I did not intend to call USA Student Debt Relief but instead thought I was calling Nelnet from a number provided in their email. At the time, I thought that USA Student Debt Relief must be connected to Nelnet and did not question whether it was scam.

4. During my call with Ms. Reyes, she already had a lot of my information and also asked me to confirm some other information. Based on the information she had and the information I told her, she told me that I qualified for the Pay As You Earn program. She explained to me that the program would require me to make four monthly payments of \$120.22

over the next four months, followed by monthly payments of \$29 for the next 20 years. Ms. Reyes guaranteed me that the Pay As You Earn program would result in me having about \$28,000 of my student loans forgiven. At that point, I owed about \$35,000 in student loans, so I began to cry in gratitude, believing that USA Student Debt Relief could help me get out from under my student loan debt. Ms. Reyes told me to trust that God is always with me and sounded very authentic and kind. I understood from Ms. Reyes that, as long as I made the required payments of \$120.22 and then \$29 to USA Student Debt Relief, I would see about \$28,000 of my student loans forgiven.

5. Based on Ms. Reyes's representations about the student loan debt relief that USA Student Debt Relief could achieve for me through the Pay As You Earn program, I supplied her with my credit card information. USA Student Debt Relief also sent me some documents to sign electronically. The documents were sent to my email, **Student Debt** and **Student Debt**. I attempted to read through the contract carefully but, because the documents looked official and I believed they would match the terms that Ms. Reyes had just told me, I signed them quickly. A true and accurate copy of the documents that I signed, along with the audit trail, is attached as <u>Exhibit A</u>, with sensitive personal information redacted.

6. On April 14, 2022, just two days after I spoke to Ms. Reyes, USA Student Debt Relief charged \$120.22 to my credit card. At that point, I do not believe they had obtained any alteration of my student loan terms.

7. On April 26, 2022, I received an email from Paula Cruz, who claimed to be from USA Student Debt Relief's Processing Department. The email was in Spanish; I am fluent in English and Spanish, though I communicated with USA Student Debt Relief in Spanish. Ms. Cruz confirmed certain information following my phone call with Ms. Reyes. A true and

accurate copy of the email from Ms. Cruz is attached as <u>Exhibit B</u>, with sensitive personal information redacted.

8. I also received an email in Spanish from Miguel Vargas, who also claimed to be communicating from USA Student Debt Relief's Processing Department. He said that my consolidation application was sent to Great Lakes, but my actual loan servicer was Nelnet, and that I may receive communications from both servicers. A true and accurate copy of this email from Mr. Vargas is attached as <u>Exhibit C</u>.

9. On April 28, 2022, I received an email from the U.S. Department of Education notifying me of suspicious activity on my student loan account. The email flagged a suspicious application to consolidate student loans and warned that I may be working with an organization that is fraudulently misrepresenting itself and charging me for services available for free through the U.S. Department of Education. A true and accurate copy of that email is attached as Exhibit D.

10. Based on the email from the U.S. Department of Education, I submitted a consumer complaint to the federal government about USA Student Debt Relief, which included the following language:

In the process of trying to communicate with Nelnet in order to see what steps I needed to take to enroll in a payment plan, I received an email with a phone number that I thought was from Nelnet telling me the transfer had been complete from the previous loan servicer. I have included screenshots of this initial fake Nelnet email and other correspondence with the fraudulent enterprise, and I have many more to share. This is under USA STUDENT DEBT RELIEF. This is an elaborate and sophisticated scam. They are using real federal student loan forgiveness program names (pay as you earn) , real professional contracts, and professional looking correspondence. I suspect they are taking advantage of the period of student loan servicer transition that is occurring. When the woman I was communicating with, Malory Reyes, told me I qualified for the Pay As You Earn program, that 4 payments of 120.22 for four months and then 29/month for 20 years, I began to cry in gratitude because I felt i was experiencing hope in being able to resolve my debt situation in a good way. Malory Reyes told me to trust God is always with me,

sounding very authentic and kind. and told me how much would be forgiven 28k through this government program.

11. After receiving the email from the U.S. Department of Education, I also requested that USA Student Debt Relief cancel my account. In May 2022, I received an email in Spanish from Andrew Walker, who claimed to be in charge of USA Student Debt Relief's Processing Department. Mr. Walker's message claimed that USA Student Debt Relief is a legitimate company, that it helps consumers navigate federal student loan forgiveness programs, and that the programs offered actually exist. Nonetheless, Mr. Walker confirmed that my account was canceled effective April 29, 2022, though he did not offer to refund my money. A copy of Mr. Walker's email is attached in Exhibit C.

12. I also submitted a claim to my bank for a refund of the \$120.22 I had paid to USA Student Debt Relief, explaining that I had been defrauded. My bank ultimately declined to issue me a refund, asserting that I authorized the deduction and that no error had occurred. I was frustrated with my bank's resolution of my claim because I had been tricked into paying USA Student Debt Relief before they achieved any reduction in my student loan balance. I also noticed that my bank's documents showed that the \$120.22 had been paid to Start Connecting LLC, which is a company I do not recognize and did not authorize to bill me. A true and accurate copy of the letter that I received from my bank in June 2022 is attached as <u>Exhibit E</u>, with sensitive personal information redacted.

13. If I had known during my initial call with Ms. Reyes that neither she nor USA Student Debt Relief was affiliated with my loan servicer or the U.S. Department of Education, I would not have agreed to sign a contract with USA Student Debt Relief. I also would not have given USA Student Debt Relief my credit card information if I had known that USA Student Debt Relief could not actually achieve guaranteed forgiveness of about \$28,000 of my student

Ioan balance. If I had known that USA Student Debt Relief was charging me for services that the U.S. Department of Education and my loan servicer offer for free, I never would have agreed to pay them. Their communications seemed professional and human, which is why I initially trusted them.

I state under penalty of perjury that the foregoing statement is true and correct.

Executed on January 29, 2024.

Camelia Morales

PLEASE COMPLETE THE FOLLOWING FORMS AND RETURN THEM TO USA STUDENT DEBT RELIEF. IMMEDIATELY DEBT RELIEF \$ Toll Free Phone (877) 871- 6116 Mailing Address: USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL 34231

1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116

Free Phone

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 204 of 341 Page 283 DigiSigner Document ID: 60acb219-0445-4e1d-8307-6d3e6ef442fb

CREDIT CARD TRANSACTION FORM

SERVICE AGREEMENT CLIENT VERIFICATION



		SECTIONA	BORROWERINF	ORMATION		
Borrower's Name (First an	d Last Name)					
Camelia Morales A	Aguayo					
Social Security Number	Cell Number	DOB (mm/dd/yyyy) Present Address (street, city, state, Z		ate, ZIP		
Gross Annual Income		USA Student Debt Reli	ief File Number	Tax Film	g Status	
\$0.00		D051603		Singl	e	
1		SECTION B: SERVIC	E LOAN QUALIFICATIO	N		
Program Type	Current or Past Due	Approx We	eighted Interest Rate	Арргох	Monthly Payment	Approx/Verified Balance
Pay As You Earn	Current	6.62	2	\$0.	00	\$NaN
		SECT	ION C: COST FOR S	ERVICE		
TotalConsolidated	Balance:	35323.0000	Program	Enrollment	\$381.88	
One-Time Set-Up Cost:		\$99.00	Monthly Monitoring:		\$29.00	
Jama on Card	_		YMENT INFORMATION			
Name on Card			Name o	f Card (Mastercard	d, Visa, American Express, Di	scover Card)
Camelia T. Morales	s Aguayo					
Credit Card Number			Expiration	on Date (mm/yy)	CW Sec	urity Code
			-			
Billing Address (street, city	state, ZIP)				Enrollment Fee Paid By	Monthly Monitoring Paid by
					4/14/2022	8/14/2022
		S	ECTION E: SIGNATU	RE		
Printed Name: C	amelia Morales	Aguayo				
Signature:	no		Date:	04/12/2022		
By signing at	oove: I hereby a	uthorize USA Student I	Debt Relief (COM	PANY) to initia	ate credit entries to my	(our) Credit card
account. CO	MPANY is sand	tioned to debit the acco	ount(s) indicated o	on the informa	tion provided above, f	rom the financial

written notification to cancel from me (or person(s) representing party) stating the termination of this agreement in such manner, as define in the original agreement, to offer COMPANY reasonable opportunity to act as define upon it.

Morales Attachment A, page 2 of 8

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 205 of 341 Page 204

DigiSigner Document ID: 60acb219-0445-4e1d-8307-6d3e6ef442fb

TRANSACTION SCHEDULE

INVOICE

BILL TO:

Camelia Morales Aguayo



PAY ABLE TO:

USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL, 34231 Phone:877-871-6116

QUANTITY	PRODUCTS & SERVICES	TRANSACTION DATE	AMOUNT
	Program Enrollment		
	(One time fee to be parted into 4 payments)	4/14/2022	\$480.88
	1 of 4	4/14/2022	\$120.22
	2 of 4	5/14/2022	\$120.22
	3 of 4	6/14/2022	\$120.22
	4 of 4	7/14/2022	\$120.22

8/14/2022 \$29.00

The signature(s) provided below on this Complete Payment Authorization and Schedule Form authorizes payment on services rendered by USA Student Debt Relief (COMPANY). COMPANY is authorized to charge my account (listed in Section D on the Service Agreement Client Verification) in the amount listed above for the products/services that are outlined and enclosed in the invoice and agreement. I have discussed and understood the products/services in the invoice and agreement provided by COMPANY and recognizes these as the product/services provided by COMPANY. In the case of returned payment and /or chargeback, I (we) understand and accept that a fee will be applied and charged to my (out) account

(ann)

Borrower Signature

Co-Borrower Signature

04/12/2022

Date

Date

1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116
 Toll F

Toll Free Phone

Morales Attachment A, page 3 of 8

STUDENT LOAN CONSOLIDATION AND REPAYMENT PLAN SERVICES

This Student Loan Consolidation and Repayment Plan Services Agreement (hereinafter the "Agreement") is made and entered into, on the date indicated below, between USA Student Debt Relief, a Florida Corporation ("Company") and Client (as stated on Service Agreement Client Verification Page), hereinafter referred to as ("Client") residing at address on Service Agreement Client Verification Page.

WHEREAS, the Company is in the business of arranging and processing Federal Student Loan Consolidation and Repayment Plan Applications through the US Department of Education ("DOE") for clients with qualifying Federal student Loans; and

WHEREAS, the Client wishes to employ Company to perform the following services ("Services"): (1) analyze Client's Federal Student Loan debt situation; (2) research potential debt restructuring or repayment options that are available to Client; (3) present Client with the results of such research; (4) prepare a Federal Student Loan Consolidation plan and application for Client; and optionally (5) continue to manage said repayment schedule on behalf of client by monitoring the file and providing the necessary paperwork to DOE or loan servicer on Client's behalf throughout the term of the loan to ensure that Client continues to receive the maximum benefits offered by the DOE program.

NOW, THEREFORE, in consolidation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1) SERVICES AND FEES

a) Services

Upon receipt of all information and verified documentation from Client and payment of the Enrollment Fee, Company will prepare the initial DOE paperwork and send said documents to Client for signature. Upon return of the signed documents to Company, the documents will be reviewed and processed for submission to the DOE. Company shall further monitor the application status with the DOE if Client elected such service on the Service Agreement/Client Verification form.

b) Fees for Services/Setup

There will be a one-time, non-refundable \$99 setup fee required to create client's account, including inputting client information, reviewing and researching available programs, and gathering of necessary documents. All processing of Client's account will begin the date that payment is accepted by Company. In exchange for services rendered by Company, Client agrees to pay to Company an Enrollment Fee of \$400. Said fee is to be paid as required on the attached Service Agreement Client Verification form. Company provides a 30 Day Full Satisfaction 100% money back guarantee of the Enrollment Fee only if the DOE rejects Client for a Federal Student Loan Consolidation or Repayment Plan. Notwithstanding anything herein to the contrary, upon expiration of the cancellation period as identified in this Service Agreement, there are no refunds or prorated refunds thereafter.

c) Payment and Processing Fees

Client hereby authorizes Company to deduct all payments due according to this contract from the financial institution (as listed on Service Agreement Client Verification Page) or such other financial institution that may be used by Client. In the event of Client's default of the obligations herein, Client authorizes Company to debit Client's account for the full amount due under this agreement. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by Company to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until Company has received written notice from Client of its termination in such time and such manner as to afford Company a reasonable

and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client reserves the right to receive a paper copy of any of these electronic records, if applicable law specifically requires Company to provide such documentation. Client's consent may be withdrawn at any time upon Company's receipt of such withdrawal. Withdrawal of consent will decrease the speed of completion of transactions and delivery. To inform Company of a decision to; withdraw consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update your information you may send an email to info@USAstudentdebtrelief,com; call us at: 1-877-871-6116, or mail a letter to the following address: USAstudentdebtrelief, 1412 Pine Bay Drive, Sarasota FL 3423.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11) NO TAX OR LEGAL ADVICE PROVIDED

Company and its agents do not and will not provide tax or legal advice. Client is advised to consult with a lawyer, accountant, or tax advisor regarding the tax and legal consequences of participation in any program.

12) THIRD PARTY AUTHORIZATION FORM

The attached Third Party Authorization Form will serve to acknowledge that Client has authorized Company to act on their behalf to review and prepare applications and perform the Services. Client hereby authorizes Company to verify all of Client's past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to perform services or process Clients Federal Student Loan Consolidation or Repayment Plan Application. It is understood that a copy of this form will also serve as authorization. The information Company obtains will only be used for the Services prescribed in this Agreement.

13) NOTICES AND CONSENT GIVEN

Company records and archives all incoming and outgoing telephone calls. Client hereby consents to such recordings and/or monitored phone calls for quality assurance purposes. Client understands that Company will need to contact Client for various servicing issues throughout the consolidation period and subsequent servicing timeframe, and Client consents to allow Company to contact Client via Client's e-mail address and any telephone numbers that Client has provided to Company. Client understands and consents that Company has the right to assign or sell Company's servicing portfolio, and that the assignee/buyer must be bound by all provisions of this Service Agreement between Client and Company.

14) COMPLAINT POLICY:

The Company's goal is to provide exceptional service to our clients. While every effort is taken to ensure we treat our clients in a fair, courteous, and honest manner, we are also subject to error. We believe that our clients have the right to voice their opinion and the right to have their complaints addressed. We also believe that a successful organization must be willing to evolve in order to meet the needs of its clients. Therefore, we have established a complaint process for clients who are unsatisfied with the service or treatment they receive. How to send in a complaint: In the event you are unsatisfied with our service, please direct your comment or complaint with the employee or team responsible. If the individual employee cannot resolve the matter, we will engage the relevant manager or director to try to resolve the matter. We will always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution provided, you may then notify our Compliance Officer in writing at:

E-mail address: info@USAStudentdebtrelief.com

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please include the following in your written correspondence. A clear description of the complaint and any suggestions you may have that would resolve your grievance. Details of any relevant information relating to any contacts you may previously have had with Company on this subject. Whether it is n original complaint, or a follow-up to a reply you were not satisfied with. Your complete contact information (including full postal address, telephone number, and e-mail address) and your date of birth (for verification purposes). The Company strives to resolve all complaints as quickly and efficiently as possible. Client can expect to receive a response from Company within 10 business days after submitting a complaint. If Client's case is particularly complex and cannot be resolved within 10 days, Company will provide Client with an estimated time in which to receive a response.

15) DISPUTE RESOLUTION; GOVERNING LAW; VENUE

This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Florida. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this Agreement or the transactions contemplated hereby must be brought either in the courts sitting in Sarasota County Florida, or in the United States District Court for the Central District of Florida in Tampa and by execution and delivery of the Agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

16) SEVER ABILITY

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect.

17) FORCE MAJEURE

Neither party shall be responsible or liable to the other party for delays or failures (including any delay by the Company to make progress in the provision of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of the United States Government and any of its agencies and branches.

18) HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for convenience only and shall not in any way affect the interpretation of the provisions of this Agreement.

CLIENT(S), BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHAGE FOR THE ENROLLMENT FEE PAYMENT FOR COMPANY'S SERVICES. COMPANY IS NOT A LENDER OR SERVICER OF ANY SORT, DURING THE PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE BENEFIT FROM THE SURVICES THAT COMPANY INTENDS TO PROVIDE HEREUNDER. CLIENT FURTHER ACKNOWLEDGES THAT COMPANY, AND/OR ANY OF ITS AGENTS HAVE PROVIDED NO GUARANTEES TO CLIENT OF A SPECIFIC OUTCOME, AND A POSITIVE OUTCOME CANNOT BE GUARANTEED. CLIENT HAS BEEN ADVISED THAT ALL INFORMATION REQUIRED FOR CONSOLIDATING OR QUALIFYING FOR A REPAYMENT PLAN FOR THEIR LOANDS AND/OR GARNISHMENT LOAN IS AVAILABLE TO THEM DIRECTLY AT NO COST THROUGH THE DEPARTMENT OF EDUCATION AND HAS DECODED ON THEIR OWN ACCORD TO PROCEED WITH THE SERVICES PROVIDED BY, AND THE ASSISTANCE OF, COMPANY. CLIENT UNDERSTANDS COMPANY DOES NOT OR WILL NOT PAY CLIENT STUDENT LOAN. COMPANY'S

Morales Attachment A, page 6 of 8

 Case 8:24-cv-01626-KKM-AAS
 Document 3-1
 Filed 07/09/24
 Page 209 of 341 Page 209

 DigiSigner Document ID: 60acb219-0445-4e1d-8307-6d3e6ef442fb
 Page 12 of 19

SERVICES AND PROGRAM HAS BEEN EXPLAINED IN FULL AND TO CLIENT'S SATISFACTION. CLIENT IS FULLY AWARE AND UNDERSTANDS WHAT CLIENT IS ENROLLING IN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Agreed to and accepted by:

COMPANY

CLIENT

Printed Name: USA Student Debt Relief Printed Name: Camelia Morales Aguayo

THIRD PARTY AUTHORIZATION

TO: ANY AND ALL OF MY STUDENT LOAN CREDITORS:

I, hereby duly authorize, empower and appoint Company, its agents and representatives, permission to perform any acts necessary or convenient on my behalf, including but not limited to, the following:

1. Prepare, sign, and file any documents pertaining to my student loans with any governmental body or agency, represent me in all student loan matters including: negotiating, compromising, or settling any matters with said government agencies, and communicate on my behalf as I would were I present and acting with any and/or all of my federal student loan providers

2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, including but not limited to: the balance of my account, payment history verification of the account and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide Company is true and accurate.

3. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, to communicate directly with Company concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act. I further request that all of my lenders direct all further telephone calls to:

Company of 1412 Pine Bay Drive, Sarasota FL 34231; 1-877-871-6116. Any and all communications directed to me will be referred to Company and per my instruction lenders and servicers should only deal directly with Company. I understand that Company is not a law firm, is not licensed to practice law or provide legal advice, and that I will not request or accept, any legal advice from Company relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against Company relating to the practice of law.

I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the Company program.

I agree that any electronic copy of my signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Third Party Authorization shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

This Third Party Authorization granted to Company shall remain in force unless it is rescinded or modified in writing or upon

Client Signature:

Date: 04/12/2022

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Audit Trail

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Signer

Signature

Email: IP Address:		
Email: IP Address,		

Email: IP Addre

Event

Upload document Send for signing Open document Sign document Close document

User digisign@leadtrac.net

digisign@leadtrac.net



Time

04/12/2022 2:17:01 PM EDT 04/12/2022 2:17:01 PM EDT 04/12/2022 2:17:18 PM EDT 04/12/2022 2:26:20 PM EDT 04/12/2022 2:26:20 PM EDT



64.22.152.61





Saludos, Sra. Morales Cuenta # D051603

Soy Paula Cruz del Departamento de Procesamiento de USA Student Debt Relief. Espero que se encuentre bien.

Agradecemos por la oportunidad que le está dando a nuestra empresa para servirle. Seguiremos comunicándonos con usted para asegurarnos de que su solicitud se envíe correctamente.

De acuerdo a la previa conversación telefónica con su Case Manager: Malory Reyes, con mucho gusto nos permitimos confirmarle la información de su caso en nuestro sistema:

- Nombre Completo: Carnelia Morales Aguayo
- Número de Teléfono: initia interestado
- Dirección de Correspondencia:
- Correo Electrónico:
- Estado de Declaración/Situación Marital: Soltera, Soltera
- Tamaño Familiar: 1
- Ingreso Mensual: \$0.00
- · SSN:

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 212 of 341 Page 15 of 19 Page 15 of 19



Q Reply Q Reply All Q Forward

miguel.v@usastudentdebtrelief.com

SRA, CAMELIA, SU PROGRAMA DE CONSOLIDACIÓN + IDR SE HA ENVIADO A SU SERVIDOR. USA STUDENT DEBT REL...

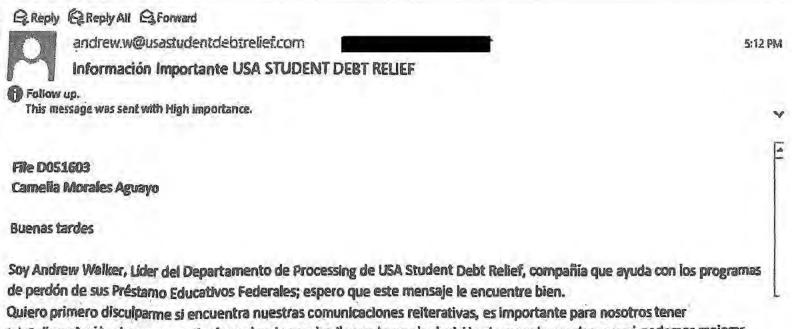
iSaludos, Sra. Moralesi

Mi nombre es Miguel Vargas. Me comunico del Departamento de Procesamiento de USA Student Debt Relief, confiando en que se encuentre muy bien.

Este mensaje es para informarle que su solicitud de consolidación de sus préstamos estudiantiles se ha enviado a GREAT LAKES. Su servidor actual es NELNET, así que podría estar recibiendo notificaciones de ambos servidores.

Comuniquese con nosotros una vez que haya recibido correspondencia de cualquiera. Si tiene alguna pregunta o inquietud, ilámenos al (941) 479-0917.

iGracias por su atención!



retroalimentación de nuestros clientes sobre lo que los lleva a tomar la decisión de cancelar y sabe en qué podemos mejorar. Entendemos es bastante información que se debe analizar y su manejo puede parecer complejo. Nuestro objetivo con estas comunicaciones no es incomodar, por el contrario y como parte del proceso de Cancelación, queremos dar parte de tranquilidad al reconfirmar la legitimidad de nuestra empresa y la existencia de los programas ofrecidos. Confirmo entonces que, de acuerdo a su solicitud, todo trámite ha sido Cancelado desde el 04/29/2022

Morales Attachment C, page 1 of 1

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 213 of 341 Page 292 Page 16 of 19

------ Forwarded message -------From: U.S. Department of Education <<u>noreply@studentaid.gov></u> Date: Thu, Apr 28, 2022 at 10:11 AM Subject: Suspicious Activity on Your Student Loan Account To:

Click here to view this email as a web page.

Federal Student Aid

1

Suspicious Activity on Your Student Loan Account

Dear Camelia,

What Happened?

We detected a suspicious consolidation application that was submitted through your StudentAid.gov account. We believe you may be working with an organization that is fraudulently misrepresenting itself and charging you a fee for a service that is offered for free by the U.S. Department of Education (ED).

What Should You Do?

1. Secure Your FSA ID

If you didn't recently log into your federal student loan account to submit a consolidation application, your login credentials may be compromised. To prevent further unauthorized access, reset your username and password (FSA ID) immediately.

Secure Your FSA ID

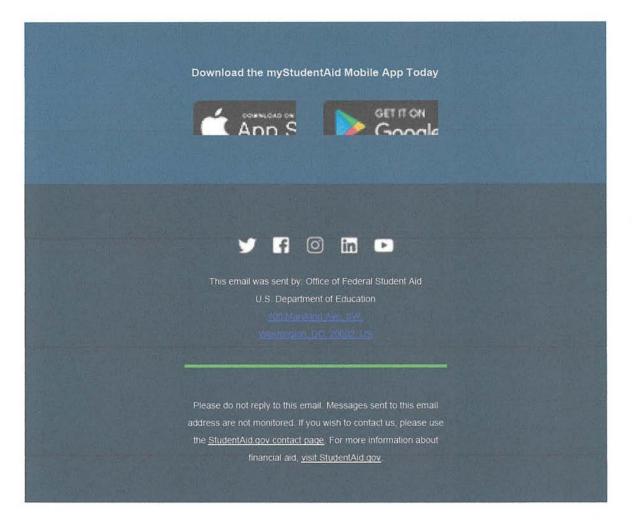
2. Report Student Loan Debt Relief Companies

Learn what steps you should take if you've already shared your information or paid a student loan debt relief company.

Report Fraud

Don't Pay for a Free Service

ED's office of Federal Student Aid is here to help you manage your federal student loan account at no cost to you. We work with designated federal student loan servicers to help you simplify your student loans, lower your monthly payment, or learn about discharge and forgiveness programs. Learn more about your available <u>repayment options</u>.





30 de junio de 2022

CAMELIA T MORALES AGUAYO

Re: 27JUN2022

Estimado (a) Cliente:

Mantenerle informado(a) sobre el estatus de reclamación es nuestro compromiso, por lo que agradecemos se haya comunicado con nosotros para dejarnos saber su situación.

Hacemos referencia a la queja que sometió el 27 de junio de 2022, donde expresó insatisfacción con la determinación de **Seconda de Constitución de Seconda de Constitución de Seconda de Constitución de Constituci de Constitución de Constit**

Sin embargo, como parte nuestro compromiso de servicio, realizamos una gestión de buena fe con el propósito de intentar recuperar su dinero. Esta gestión se llevó a cabo sin asumir responsabilidad alguna por dichas transacciones. Como resultado de dicha gestión, el comercio respondió que su reclamacion no procede. Incluimos copia de los documentos recibidos.

A base de nuestra investigación, determinamos que no ocurrió el error reclamado. Por consiguiente, no acreditaremos fondos en su cuenta como resultado de su reclamación. El Banco no puede intervenir en negociaciones que el cliente autorizó. Si usted entiende que dicho contrato debe ser anulado por cualquiera de sus cláusulas, le recomendamos comunicarse con el comercio.

Estamos a su disposición para	a cualquier ayuda o información	adicional sobre este particular. R	ecuerd e que
puede comunicarse con	a través del	o libre de cargos al	Uno
de nuestros representantes con	n gusto le asistirá.		010

Gracias por la oportunidad de servirle.

Cordialmente,

Centro de Soluciones al Cliente

FTC v. Start Connecting LLC et al. <u>Exhibits to Emergency TRO Motion</u>

<u>PX7</u>

Declaration of Beatriz Rodriguez

Volume I

DECLARATION OF BEATRIZ RODRIGUEZ PURSUANT TO 28 U.S.C. § 1746

I, Beatriz Rodríguez, hereby declare as follows:

1. My name is Beatriz Rodríguez. I live in San Juan, Puerto Rico, and am over eighteen years of age. I have personal knowledge of the facts stated in this declaration and, if called as a witness, I could and would competently testify to these same facts.

2. I took out approximately \$40,000 in federal student loans to help pay for my undergraduate education. Shortly after I graduated in 2019 and before I had started paying back my loans, the federal government suspended loan repayment in response to the COVID-19 pandemic. That payment pause remained in effect until the fall of 2023.

3. On January 13, 2021, while student loan payments were still paused, I received a call from a man who said he was with a company called USA Student Debt Relief. I had never heard of USA Student Debt Relief before, and I do not recall giving them my contact information or permission to call me.

4. The company representative already seemed to know about my student loan debt. During the call, he was somehow able to access my StudentAid.gov account and pull up my loan information even though I had not provided him with my log-in credentials. He told me that USA Student Debt Relief had a relationship with the Department of Education, and that he could enroll me in a program that would allow me to pay back only a fraction of the money I owed. As he described it, I would have to pay only \$29 per month toward my loans, and after 20 years of \$29 payments the remaining balance would be forgiven in full. He said that I would only end up needing to pay about \$7000 of my \$43,000 balance. To enroll in the program, he told me I just needed to pay a one-time program enrollment fee of \$562.50, which would be split up into five monthly payments of \$112.50 each.

5. The company representative said he needed my Social Security number and payment information in order to proceed with the process. I was initially reluctant to give him this information because I had been the victim of identity theft in the past. When I expressed skepticism, the company representative encouraged me to visit USA Student Debt Relief's website to verify that they were a legitimate company. I pulled up the website on my phone while still on the line with the company representative. The website looked official. I said that I would move forward with the program.

6. The company representative again asked for my Social Security number and payment information, which I provided over the phone. I then received an email with a link to a contract that the representative wanted me to sign electronically. The company representative had been speaking to me in Spanish, but the contract I received via email was in English. I can speak English fluently, but I am much more comfortable reading legal documents in Spanish. Because the document looked legitimate and I believed it would reflect the terms that we had discussed, I signed without reading it while still on the phone with the company representative. I do not have the contract I signed, and I do not recall if I ever received a copy.

7. That same night, I received several additional emails from someone named Steven Jones using the email address stevenj@usastudentdebtrelief.com. Based on this, I believe that Steven Jones may have been the company representative I talked to during that initial phone call. The first email, which I received at 7:11 p.m., had the subject line "Prestamos Estudiantiles Federales" (Federal Student Loans) but contained no text except for Mr. Jones's signature block.

8. The second email, which I received at 7:14 p.m., had the subject line "FSA ID LOGIN." It included credentials for my Federal Student Aid account that I did not recognize, including the generic password **Example 1** and **Example 1**. It also contained a screenshot that

someone had taken of the StudentAid.gov webpage reflecting my total loan balance. A true and correct copy of that email is attached as Exhibit A.

9. The third email, which I received at 7:36 p.m., had the subject line "Documentacion Requerida." The email, which was written in Spanish, instructed me to submit proof of my income to USA Student Debt Relief within seven business days so that they could submit my request to the U.S. Department of Education. A true and correct copy of that email is attached as <u>Exhibit B</u>. I sent paystubs to Steven Jones via email a short time later.

10. The company representative initially said that they would charge me on January 13, but he told me they would agree to postpone until January 27 after I explained that I would not have sufficient funds until then. On or about January 27, 2021, USA Student Debt Relief charged the first monthly installment of \$112.50 to my debit card. At that point, I had not yet seen any action taken regarding my student loans, and my understanding from the company representative was that they would not start processing my account until after I finished paying the \$562.50 enrollment fee.

11. I continued making \$112.50 monthly payments for the next several months. I received occasional mass emails from the company, such as a February 12, 2021 email in English from someone named Juan Sebastian that invited me to click a link to a "newsletter" about "Joe Biden's Student Loan Plan." A true and correct copy of that email is attached as <u>Exhibit C</u>. Emails like this reinforced my impression that USA Student Debt Relief had some kind of relationship or affiliation with the federal government.

12. On June 23, 2021, I received an email from someone named Alisson Davis from the company's Processing Department saying that my \$112.50 payment had been declined. Unlike most of my correspondence with USA Student Debt Relief, this email was in English

rather than Spanish. A true and correct copy of that email is attached as <u>Exhibit D</u>. Ms. Davis asked me to get in touch with them as soon as possible to reschedule the payment. I called back right away and gave them information for a different card.

13. On July 7, 2021, shortly after I had finished paying the \$562.50 enrollment fee, I received an email from someone named Katherin Campo, also from USA Student Debt Relief's Processing Department, with the subject line: "USA STUDENT DEBT RELIEF – FELICITACIONES SU PLAN DE CONDONACION HA SIDO APROBADO!" (USA STUDENT DEBT RELIEF – CONGRATULATIONS YOUR FORGIVENESS PLAN HAS BEEN APPROVED). The email stated that my student loan consolidation and forgiveness plan had been approved: I had been enrolled in the Pay As You Earn Plan (PAYE) for a period of 12 months—until July 7, 2022; my servicer was Fedloan; and my monthly payments were \$0 toward my loans plus a \$29 monthly monitoring fee. A true and correct copy of that email is attached as <u>Exhibit E</u>. At the time I received this email, I did not notice that the \$29 monthly payment was described as a monitoring fee and that my loan payment was listed as \$0. I thought that the \$29 payments would be applied to my loan balance.

14. At some point in or around the summer 2022, I logged into my StudentAid.gov account to check on my student loan balance. I noticed that my balance had not decreased at all even though I had been making \$29 payments for quite some time. I was confused, so I called USA Student Debt Relief and left a voicemail asking for a call back.

15. I received a call back from a male company representative. When I asked him why my loan balance was not decreasing, he told me that President Biden had placed a hold on student loan payments and that I should not expect to see my balance drop until after I made payments for 20 years and my loans were forgiven in full. This was the first I learned that my

\$29 monthly payments were going to USA Student Debt Relief and not toward my loan balance. The company representative made it sound like my payments were to compensate the company for ensuring that I would not have to pay anything toward my loans once student loan repayment started back up again. He emphasized that I was saving a lot of money by sticking with their program, so I agreed to remain enrolled.

16. In the course of checking my loan balance, I had changed my StudentAid.gov password from the generic one that USA Student Debt Relief had previously sent me. On August 19, 2022, I received an email in Spanish from someone named Jennifer Perez enclosing yet another set of log-in credentials. In the email, Ms. Perez instructed me not to modify the log-in information again, as the company needed to be able to access my account in order to work on my loans. A true and correct copy of that email is attached as <u>Exhibit F</u>.

17. In early 2023, I canceled the card I had been using to pay USA Student Debt Relief after misplacing it. I received numerous voicemails from company representatives inquiring about missed payments, but I was unable to call back because I had enlisted in the military and was completing basic training. I estimate that I received approximately ten calls from the company during this time.

18. In or around July of 2023, I was finally able to answer one of the calls. The company representative on the line identified himself as Willie Franco. I explained to Mr. Franco that I had been unable to call back because during basic training I could make calls only on Sundays, when USA Student Debt Relief was closed. Mr. Franco said that now that I was in the military, I qualified to have my loans forgiven in ten years instead of twenty. He said that USA Student Debt Relief would help me submit the required paperwork. I gave Mr. Franco updated payment information, and the company promptly charged me \$145 to make up for the payments

I had missed. Mr. Franco emailed me a blank Public Service Loan Forgiveness certification form and asked me to send pay stubs from my new job in the military, which I did.

19. On October 2, 2023, I received an email from a company called EdFinancial Services stating that I had been enrolled at Edfinancial.com. I had never heard of EdFinancial before and had never visited their website or created an account with them. I knew that the COVID-19 payment pause was ending and I figured that USA Student Debt Relief was taking action to obtain forgiveness of my loans. I thought that I was in good hands with USA Student Debt Relief, so I didn't worry too much about it at the time.

20. Then, on December 8, 2023, I received an email from EdFinancial saying that my account was past due. The email included a warning to "Beware of Scams," which noted:

You might be contacted by a company saying they will help you get loan discharge, forgiveness, cancellation, or debt relief for a fee. You **never** have to pay for help with your federal student aid. Make sure you work only with the U.S. Department of Education and their loan services (like us), and never reveal your personal information or account password to anyone.

A true and correct copy of that email is attached as Exhibit G.

21. Based on this email, I became concerned that USA Student Debt Relief had scammed me. The email advised reporting scam attempts to the Federal Trade Commission and included a link to reportfraud.ftc.gov, so I clicked the link and submitted a complaint on

December 9, 2023. My complaint read as follows:

They call me on the year 2020 and told me they can help me get a forgiveness in my student loan and ask me for a an initial payment and then a mensual fee of \$29.00, every year I have to pay the Initial payment such is \$180 and I have been paying since 2020, today I receive an email from Edfinancial telling me that Im behind my payments and I read that beware of fraud of companies calling you to forgive your payments, etcetera. And thats when I realize I have been Scam. Thats the reason why Im submitting this report.

I inadvertently made a couple of mistakes in my complaint to the Federal Trade Commission. I enrolled with USA Student Debt Relief in 2021, not 2020. The initial installment payments I paid were \$112.50, not \$180. And I received the email from EdFinancial about being behind on payments the day before I submitted the complaint, not the same day. Apart from those details, however, the complaint is accurate.

22. In addition to reporting USA Student Debt Relief to the Federal Trade Commission, I also initiated a chargeback of one of the \$29 monthly payments online through my bank account.

23. A few weeks later, in or around January of 2024, I received a call from a USA Student Debt Relief representative named Lucas Sanchez. He asked me about the chargeback I had initiated in December. I told him about the email I had received from EdFinancial saying that my account was past due and warning of scammers. I said that I was worried I had been scammed and that I did not want to continue in the program.

24. Mr. Sanchez told me that that EdFinancial was operating off of outdated information and that I should ignore communications from them. He also told me that loan servicing companies like EdFinancial do not want borrowers to know about these loan forgiveness programs because they make more money when people have to pay back the full balance of what they owe. Mr. Sanchez noted that I had been paying for almost three years now and that I only have seven more years to go before my loans were forgiven. He said that if I canceled my account with USA Student Debt Relief, all the payments I had made thus far would count for nothing and I would have to start paying my student loans without the company's help.

25. Mr. Sanchez was extremely convincing. Toward the end of the call, I told him I would remain enrolled in the program and would withdraw the chargeback (though I never ended up doing so). I made additional payments to USA Student Debt Relief for January and February of 2024. I also had my sergeant fill out the Public Service Loan Forgiveness certification form

that USA Student Debt Relief had previously sent me, which I then emailed to Willie Franco. As far as I know, USA Student Debt Relief never submitted that certification on my behalf.

26. On February 11, 2024, I received an email from EdFinancial saying that I had a bill of \$72.30. A true and correct copy of that email is attached as <u>Exhibit H</u>. Following Mr. Sanchez's advice, I ignored this email, along with the numerous other emails I was receiving from EdFinancial around that time.

27. On about February 16, 2024, I attempted to log into my StudentAid.gov account and noticed that the email address associated with my account had been changed to an address I did not recognize—ucei4z3m@ezztt.com. A true and correct screenshot showing the altered StudentAid.gov contact information is attached as <u>Exhibit I</u>. I also noticed that the "challenge questions" used to retrieve my username and password had been changed, and I did not know the answers to the questions that had been selected. I initiated an account recovery request and was able to restore access to my account.

28. On or about February 17, 2024, I called USA Student Debt Relief to ask that they send me a copy of the contract I had signed along with a list of the payments I had made. The woman I spoke to, Valerie Griffin, told me that she could not find the original contract I signed, but that she could send me a copy of the contract from when I last "renewed" my plan with USA Student Debt Relief. A short time later, she emailed me a copy of an English-language contract. The contract reflected my personal information and payment dates of July 26, 2023 and August 26, 2023, but it did not contain my signature. I do not recall ever receiving or signing it. A true and correct copy of this unsigned contract with my personal information redacted is attached as <u>Exhibit J</u>. USA Student Debt Relief never sent me a copy of the original contract I executed in January of 2021, nor did it ever provide me with a list of all the payments I had made.

29. Also in February of 2024, I called EdFinancial hoping to figure out the current status of my loans. The representative I spoke to confirmed that I owed an outstanding balance, but that based on my annual income I would qualify for \$0 monthly payments for the next year if I enrolled in an income-driven repayment plan. The account representative helped me recover the EdFinancial account that had been created in my name. Once I logged into my account, I made a payment to bring my account current and then enrolled in an income-driven repayment plan.

30. At this point, it was clear to me that USA Student Debt Relief had lied to me about there being a financial benefit to participating in its "loan forgiveness" program. I had been scammed out of almost \$1500, and the company's instruction that I ignore communications from EdFinancial had put me at risk of defaulting on my loans.

31. On February 20, 2024, I submitted a complaint about USA Student Debt Relief to

the Better Business Bureau. My complaint read as follows:

This agency assure me that they will get pardon on my student loans, wich I discover its a lie. I have receive emails from my student loan borrower telling me that I,m behind payments. But Ive been paying this company (Studentdebtrelief) since January 27, 2021 so they can help me get forgiveness on my loans. They to[1]d me that I would have to make 5 payments of \$112.50 after that it was \$29.00 a month. And my student loan will be forgiven after 10 years of paying them \$29.00 a month because I,m a public service and I,m a member of the US ARMY. I don't have receipt but I can get the bank statements from my bank if they are needed. And I have a contract but it doesn't have the fisrt time that Sign it. Althought I didn't fill the contract they did it for me And they just told me to sign it.

32. In addition to complaining to the Better Business Bureau, I initiated chargebacks of USA Student Debt Relief's recent charges to my account and canceled the card that it currently has on file for me.

33. On or about March 3, 2024, I tried to log back into EdFinancial's website, but this time my log-in credentials no longer worked. The website gave me the option of having my User ID sent to me via email, but the email address it listed—bXXXXX8@robot-mail.com—was

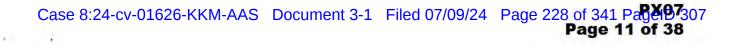
not one that I recognized. A true and correct screenshot of EdFinancial page with this strange email address is attached as <u>Exhibit K</u>. I believe that USA Student Debt Relief is responsible for changing my EdFinancial log-in credentials and attempting to lock me out of my own account. On March 4, 2024, I called EdFinancial again and was able to restore access to my account, hopefully for good this time.

34. If I had known back in January of 2021 that USA Student Debt Relief had no relationship with the U.S. Department of Education and could not guarantee forgiveness of most of my student loan debt, I would never have signed the company's contract or provided my payment information. I thought I was being financially responsible by making these payments, but it turns out that USA Student Debt Relief was exploiting my trust. I am on a tight budget and this has been a major financial setback for me.

I state under penalty of perjury that the foregoing statement is true and correct.

Executed on April 4, 2024.

Beatriz Rodríguez



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------ Forwarded message ------De: Steven Jones <<u>steveni@usastudentdebtrelief.com</u>> Date: mié, 13 ene 2021 a la(s) 7:36 p.m. Subject: Documentacion Requerida To:

> Este es Steven Jones de USA Student Debt Relief. Esperamos que este mensaje te encuentre bien.

Seguiremos comunicándonos con usted para asegurarnos de que su solicitud se envíe correctamente. Una vez que hayamos recibido toda la documentación e información requerida, enviaremos su solicitud al Departamento de Educación de los EE. UU. Y se le notificará. Asegúrese de enviar todos los documentos e información necesarios dentro de los próximos 7 días hábiles

- 1. File Number: U00019745
- 2. Prueba de Ingresos:
- 3. Recibos de pago consecutivos: fechados en los últimos 30 días. Envíe al menos 1 recibo de pago si le pagan mensualmente, 2 recibos de pago si le pagan quincenal / quincenal / semanal. Formulario 1040: (solo si presentó impuestos como soltero o cabeza de familia): páginas 1 y 2 del formulario de declaración de impuestos de 2018 y / o 2017. Si no presentó impuestos durante esos años, ignore este documento.

Correo electrónico: documents@usastudentdebtrelief.com

• Fax: 941-417-0623

IMPORTANTE: El contenido de su papeleo debe ser legible y claramente visible. Si le está tomando fotos, asegúrese de que no haya sombras, no se ve demasiado oscuro ni demasiado brillante, y las 4 esquinas de los documentos son visibles. El Alivio de la deuda estudiantil de EE. UU. Se comunicará con usted y se le pedirá que presente nuevos documentos si alguno de ellos es rechazado por nuestro Departamento de documentos o el Departamento de educación de EE. UU. Debido a la ilegibilidad.

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 230 of 341 Page 13 of 38 Page 13 of 38

Tenga en cuenta que si no proporciona la información / documentación requerida de manera oportuna, puede demorar o rechazar su solicitud.

Si tiene alguna pregunta, comuníquese con nosotros al (941) 777-5592 o visítenos en <u>www.usastudentdebtrelief.com</u>

iGracias por su cooperación y que tenga un excelente día!



STEVEN JONES Case Manager Phone: (877) 871-6116 Ext. 116 Direct: (941) 777-5592 Email: stevenj@usastudentdebtrelief.com www.usastudentdebtrelief.com

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Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 231 of 341 Page 7310 Page 14 of 38

De: Juan Sebastian <u><info=usastudentdebtrelief.com@bf02.hubspotfree.net></u> Date: vie, 12 feb 2021 a la(s) 11:02 a.m. Subject: A surprise news for you To:



Newsletter

Here is a short blog we made for you about:

Joe Biden's Student Loan Plan

I hope this works for you.

Cheers.

If you want to get in touch with us, feel free to write us. Share and write us a comment!

Thanks,

The USA Student Debt Relief team

USA Student Debt Relief, 14 12 Pine Bay Drive, Sarasota FL 34231, USA. Sarasota, FL 34234 United States, Florida, Florida, United States, (877) 871-6116

Unsubscribe



Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 233 of 341 Page 16 of 38 Page 16 of 38

De: <<u>alisson.d@usastudentdebtrelief.com</u>> Date: mié, 23 jun 2021 a la(s) 10:00 a.m. Subject: PAYMENT USA STUDENT DEBT RELIEF To:

Good day Ms. Rodríguez Benítez,

This is Alisson Davis, from the Accounting Department for the Federal Student Loan Forgiveness program at USA Student Debt Relief. I'm writing in reference to your file

U00019745. I hope you are doing well.

It seems that your payment of \$112.50

declined. Please get back to us as soon as possible so we can rescheduled it t once again.

Thank you for your time and cooperation.

If you have any questions or concerns, please feel free to contact me at (941) 777-5593

Kind regards,

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 234 of 341 Page 17 of 38 Page 17 of 38



Alisson Davis

| Accounting Dept | Phone: (877) 871-6116 Ext 145 | Direct: (941) 777-5593 | Email: alisson.d@usastudentdebtrelief.com | www.usastudentdebtrelief.com

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Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 235 of 341 Page 18 of 38 Page 18 of 38

------Forwarded message ------De: <<u>katherinc@usastudentdebtrelief.com</u>> Date: mié, 7 jul 2021 a la(s) 1:29 p.m. Subject: USA STUDENT DEBT RELIEF - FELICITACIONES SU PLAN DE CONDONACION HA SIDO APROBADO! To:

Saludos, Sra. Rodríguez Benítez

Cuenta # U00019745

Soy Katherin Campo desde el Departamento de Procesamiento de USA Student Debt Relief. Espero que este mensaje la encuentre bien.

FELICITACIONES – | Su consolidación y plan de condonación de préstamos estudiantiles han sido aprobados! A continuación encontrará información detallada acerca de su plan:

- PLAN: Pay As You Earn Plan (PAYE).
- PERIODO: 12 meses.
- SERVIDOR: Fedloan
- PAGOS MENSUALES: \$0.00 hacia sus préstamos + \$29.00 de cargo de monitoreo mensual.
- EFECTIVO DESDE: 10/08/2021.
- EFECTIVO HASTA: 09/07/2022.

RECERTIFICACIÓN: Julio 7 del 2022.

Cerca de 2 o 3 meses antes de la fecha de expiración de su plan, nosotros la contactaremos para informarle que está próxima a la recertificación de su plan (nosotros completaremos una nueva aplicación y usted debe proporcionar prueba de ingresos actualizada).

Si tiene alguna duda o inquietud, por favor contácteme al 941-479-0917.

Muchas gracias por su colaboración y le deseo un feliz día.

Cordialmente,

Katherin Campo

Please, send all your documents to documents@usastudentdebtrelief.com - Thank you!



KATHERIN CAMPO Processing Department Phone: (877) 871-6116 Ext. 112 Direct: (941) 417-0623 Email: katherinc@usastudentdebtrelief.com www.usastudentdebtrelief.com

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Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 237 of 341 Page 20 of 38 Page 20 of 38

De: <<u>iennifer.p@usastudentdebtrelief.com</u>> Date: vie, 19 ago 2022 a la(s) 12:19 p.m. Subject: Envío de Credenciales - USA STUDENT DEBT RELIEF To:

Buenas tardes, Sra. Rodríguezl

Cuenta # U00019745

Soy Jennifer Pérez desde el Departamento de Procesamiento de USA Student Debt Relief. Espero que este mensaje la encuentre bien.

Quisiéramos agradecerle por la confianza que está depositando en nosotros para ayudarle con sus préstamos universitarios federales. Continuaremos comunicándonos con usted para asegurarnos de que su programa de condonación permanezca activo y en orden.

Envío las credenciales del Federal Student Ald (FSA) Base de datos del gobierno de Estados Unidos de alivios estudiantiles, para que pueda observar el estado de sus deudas estudiantiles.



También adjunto el link de la página directa en la que puede ingresar: https://studentaid.gov/

Recuerde que es importante que no cambie o modifique las credenciales de cualquier forma, debido a que es con eso que hacemos todo el proceso y monitoreo en el Federal Student Aid, base de datos.

Si tiene alguna duda o inquietud, por favor contácteme al (941) 479-3532

Muchas gracias por su colaboración y le deseo un feliz día.



Jennifer Perez

| Account Manager | Phone: (877) 871-6116 Ext. 108 | Direct: (941) 479-3532 | Email: jennifer.p@usastudentdebtrelief.com | www.usastudentdebtrelief.com

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Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 239 of 341 Page 22 of 38 Page 22 of 38

From: Edfinancial Services <<u>info@email.edfinancial.com</u>> Date: Fri, Dec 8, 2023 at 11:02 PM Subject: RE: Important Information from Edfinancial Services To: <<u>bmrb0818@gmail.com</u>>

Log in to view most up to date account information. View Online

EdFinancial Federal Student Aid

Let us help you explore repayment options

BEATRIZ,

Our records indicate that your account is currently past due.

You can sign up for Auto Pay or make a one-time payment within your online account.

Can't afford your payment? If you're unable to afford your payment, consider signing up for the new income-driven repayment plan, SAVE,

for payments as low as \$0 per month. You can sign up in your Edfinancial online account or by visiting <u>Studentaid.gov/IDR</u>.

Still in school? Click below by January 5, 2024, and we will verify your enrollment status with the National Student Loan Data System to get you back in an In-School status or deferment. After this date, you will need to reach out to us directly for assistance.

Still In School

BEWARE OF SCAMS

You might be contacted by a company saying they will help you get loan discharge, forgiveness, cancellation, or debt relief for a fee. You **never** have to pay for help with your federal student aid. Make sure you work only with the U.S. Department of Education and their loan servicers (like us), and never reveal your personal information or account password to anyone. Our emails come from info@email.edfinancial.com. Emails that the U.S. Department of Education sends to borrowers come from noreply@studentaid.gov, noreply@debtrelief.studentaid.gov, or ed.gov@public.govdelivery.com. You can report scam attempts to the Federal Trade Commission by calling <u>1-877-382-4357</u> or by visiting reportfraud.ftc.gov.

Sincerely, Edfinancial Services

We Are Here For You

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 241 of 341 Page 24 of 38 Page 24 of 38

 Contact
 Connect
 Chat Now

 Image: I

Call center hours: Monday 8:00 a.m. to 9:00 p.m., Tuesday - Wednesday 8:00 a.m. to 8:00 p.m., and Thursday - Friday 8:00 a.m. to 6:00 p.m. ET.

Unsubscribe

------ Forwarded message ------De: Edfinancial Services <<u>donotreply@mail.edfinancial.com</u>> Date: dom, 11 feb 2024 a la(s) 10:01 a.m. Subject: Your Edfinancial Services Statement is now available To: <<u>BMRB0818@gmail.com</u>>



Dear BEATRIZ,

Your Edfinancial Services monthly billing statement is now available. To view your statement and make a payment, log in to your <u>account</u>. Once logged in, click Documents and select Inbox and Documents.

*Please note that no action is required if you are currently enrolled in automatic payments. This statement is for your records only.

Your Payment Information

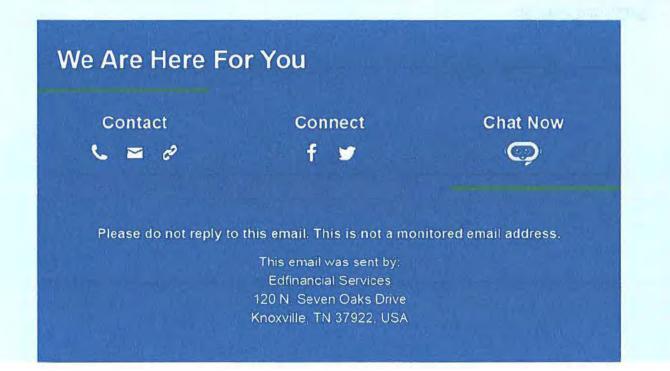
Amount Due: \$72.30

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 243 of 341 Page 26 of 38 Page 26 of 38

Due Date: 03/07/24

Please contact us if you need additional assistance.

Sincerely, Edfinancial Services



Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 244 of 341 Page 27 of 38 Page 27 of 38

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Mobile Phone and Account Recovery



PLEASE COMPLETE THE FOLLOWING FORMS AND RETURN THEM TO USA STUDENT DEBT RELIEF IMMEDIATELY



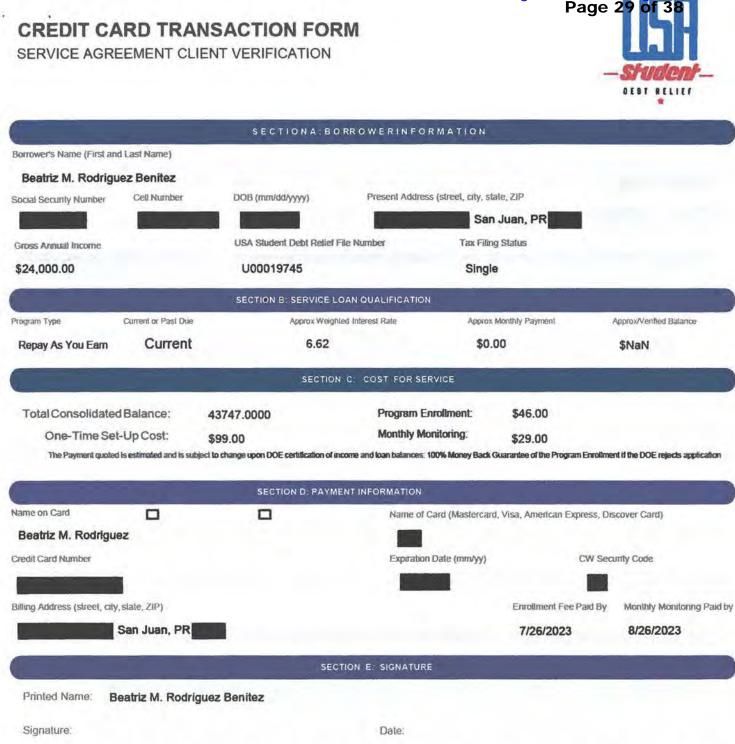
Toll Free Phone (877) 871- 6116 Mailing Address: USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL 34231

1412 Pine Bay Drive · Sarasota, FL, 34231 · (877)-871-6116 ·

Toll Free Phone

Rodriguez Attachment J, page 1 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 246 of 341 Page 346 of 346 o



By signing above: I hereby authorize USA Student Debt Relief (COMPANY) to initiate credit entries to my (our) Credit card account. COMPANY is sanctioned to debit the account(s) indicated on the information provided above, from the financial institution said account is established with, also identified above. This authorization is binding until COMPANY has received written notification to cancel from me (or person(s) representing party) stating the termination of this agreement in such manner, as define in the original agreement, to offer COMPANY reasonable opportunity to act as define upon it.

1412 Pine Bay Drive
 Sarasota, FL 34231
 (877)-871-6116

Toll Free Phone

Rodriguez Attachment J, page 2 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 247 of 341 Page 30 of 381 Page 30 of 381

TRANSACTION SCHEDULE

INVOICE



BILL TO:		PAY ABLE TO:	
Beatriz M. Rodríg San Juan, PR	uez Benítez	USA Student De 1412 Pine Bay Driv Sarasota, FL, 3423 Phone:877-871-6110	e 1
QUANTITY	PRODUCTS & SERVICES	TRANSACTION DATE	AMOUNT
	Program Enrollment		
1	(One time fee to be parted into 1 payments)	7/26/2023	\$145.00
25.5	1 of 1	7/26/2023	\$145.00
		8/26/2023	\$29.00
rendered by USA Service Agreeme Invoice and agr COMPANY and	provided below on this Complete Payment Authorization a Student Debt Relief (COMPANY). COMPANY is authoriz nt Client Verification) in the amount listed above for the pro eement. I have discussed and understood the products/se d recognizes these as the product/services provided by CC geback, I (we) understand and accept that a fee will be ap	ed to charge my account (list ducts/services that are outlin ervices in the invoice and ag MPANY. In the case of return	ed in Section D on the ed and enclosed in the reement provided by ned payment and /or

Borrower Signature Date	
Co-Borrower Signature Date	

1412 Pine Bay Drive · Sarasota, FL, 34231 · (877)-871-6116 ·

Toll Free Phone

STUDENT LOAN CONSOLIDATION AND REPAYMENT PLAN SERVICES

This Student Loan Consolidation and Repayment Plan Services Agreement (hereinafter the "Agreement") is made and entered into, on the date indicated below, between USA Student Debt Relief, a Florida Corporation ("Company") and Client (as stated on Service Agreement Client Verification Page), hereinafter referred to as ("Client") residing at address on Service Agreement Client Verification Page.

WHEREAS, the Company is in the business of arranging and processing Federal Student Loan Consolidation and Repayment Plan Applications through the US Department of Education ("DOE") for clients with qualifying Federal student Loans; and

WHEREAS, the Client wishes to employ Company to perform the following services ("Services"): (1) analyze Client's Federal Student Loan debt situation; (2) research potential debt restructuring or repayment options that are available to Client; (3) present Client with the results of such research; (4) prepare a Federal Student Loan Consolidation plan and application for Client; and optionally (5) continue to manage said repayment schedule on behalf of client by monitoring the file and providing the necessary paperwork to DOE or loan servicer on Client's behalf throughout the term of the loan to ensure that Client continues to receive the maximum benefits offered by the DOE program.

NOW, THEREFORE, in consolidation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1) SERVICES AND FEES

a) Services

Upon receipt of all information and verified documentation from Client and payment of the Enrollment Fee, Company will prepare the initial DOE paperwork and send said documents to Client for signature. Upon return of the signed documents to Company, the documents will be reviewed and processed for submission to the DOE. Company shall further monitor the application status with the DOE if Client elected such service on the Service Agreement/Client Verification form.

b) Fees for Services/Setup

There will be a one-time, non-refundable \$99 setup fee required to create client's account, including inputting client information, reviewing and researching available programs, and gathering of necessary documents. All processing of Client's account will begin the date that payment is accepted by Company. In exchange for services rendered by Company, Client agrees to pay to Company an Enrollment Fee of \$400. Said fee is to be paid as required on the attached Service Agreement Client Verification form. Company provides a 30 Day Full Satisfaction 100% money back guarantee of the Enrollment Fee only if the DOE rejects Client for a Federal Student Loan Consolidation or Repayment Plan. Notwithstanding anything herein to the contrary, upon expiration of the cancellation period as identified in this Service Agreement, there are no refunds or prorated refunds thereafter.

c) Payment and Processing Fees

Client hereby authorizes Company to deduct all payments due according to this contract from the financial institution (as listed on Service Agreement Client Verification Page) or such other financial institution that may be used by Client. In the event of Client's default of the obligations herein, Client authorizes Company to debit Client's account for the full amount due under this agreement. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by Company to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until Company has received written notice from Client of its termination in such time and such manner as to afford Company a reasonable

opportunity to act. A fee/payment (whether paid by debt or other means) that is not honored by Client's financial institution for any reason will be subject to a \$20 service fee, the amount of which may be debited from Client's account by Company. Client agrees to pay an additional \$15 fee monthly if Client fails to provide Company with a valid financial institution account for automatic debits at any point after Company begins the consolidation and servicing process.

d) Limited Money Back Guarantee

No refunds will be given after Company has provided DOE paperwork to Client by mail or electronic delivery, or if Client fails to continue the process after the signing of this document. Company will reimburse the Enrollment Fee Payment if, and only if, the Client fails to receive a Federal Student Loan Consolidation or repayment plan through the Department of Education after reasonable efforts by both parties and is subject to the following conditions: (1) student loans that Client presents to Company are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted; (2) Client fully cooperates, is honest and timely in providing all information requested by Company and DOE; and (3) Client does not possess a characteristic that pursuant to DOE rules would disqualify Client from receiving a consolidation. All refund requests may be mailed to the following address: Attention: 1412 Pine Bay Drive, Sarasota FL 34231.

2) OBLIGATIONS OF COMPANY

Company's obligations are set forth in Section 1(a) hereinabove. Client hereby acknowledges that Company shall not be obligated to provide any services to Client other than those set forth above and in the Service Agreement Client Verification form. Subject to the terms and conditions of this Agreement, Company will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under this Agreement and applicable laws, to perform and fulfill all obligations to be performed and fulfilled under this Agreement.

3) OBLIGATIONS OF CLIENT

Client hereby affirms that Company has provided them with a counseling session with a Company Student Loan Counselor. Client acknowledges and warrants to Company that he / she/ they will, at all times, provide Company with information and documents that are complete, accurate, and true to the best of their knowledge and belief. The Client shall pay all sums due to the Company promptly and in accordance with the terms of this Agreement. Time shall be the essence in respect of the payment of all such sums. Client shall cooperate with Company and provide all reasonable assistance to Company in order to allow for Company to provide the Services hereunder. Client acknowledges that such cooperation and assistance is necessary to enable Company to perform the Services.

4) LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of Company, Company's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Company from Client pursuant to this Agreement.

5) RIGHT OF CLIENT TO CANCEL

a) Notice of Right to Cancel

Company provides Client with the right to cancel this Agreement, without cost to Client, within 30 business days of the date Client executes this Agreement. If Client cancel's this Agreement within the 30 day period, all funds paid by Client to Company (other than the non-refundable set

up fee) will be returned to Client. Upon expiration of the cancellation period, there will be no refunds other than those outlined in Section 1(d) herein.

b) Notice of Cancellation

If Client decides to cancel this Agreement, you may do so by notifying Company in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing the document.

Please email or mail to:

info@USAstudentdebtrelief.com

Mail: 1412 Pine Bay Drive, Sarasota FL 34231

If Client cancels via mail, Company must receive the above notice at the stated address, no later than midnight of the 30th business day, following the date of Client's execution of this Agreement. Sunday is not considered a business day. If Client emails a written notice to cancel; it must be delivered to the above email address in the same time-frame as mail.

6) INDEMNIFICATION

a) Client hereby agrees to defend and hold harmless Company from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representation and warranties herein contained. This Agreement constitutes the entire agreement between the parties. Company makes no warranty, express, or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against Company, its officers, directors, employees, agents, brokers, and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of Company or Client's failure to follow any recommendation of Company, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination.

7) CROSS-REFERENCES

All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

8) TIME IS OF THE ESSENCE

With every provision of this Agreement, time is of the essence. Once initial and pertinent paperwork has been received, processing will begin. Company will always perform services with efficient time management. Please be advised that Federal Student Loan Applications rely on the relevant lenders for prompt service and Company cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the Department of Education (DOE) is 90 days, the period of time required may be prolonged contingent on any services rendered by relevant lenders or DOE.

9) ELECTRONIC SIGNATURES

The parties mutually understand and agree that electronically signed signatures of this Agreement shall be deemed an original for all lawfully enforceable purposes. Client agrees, unless specifically requested otherwise, that by entering into transactions with Company, Client affirms consent to receive, in an electronic format, all information, copies of agreements and correspondence from Company and to also send information in an electronic format unless previously agreed upon in writing with Company. Client consents and agrees that Company may provide all disclosures, periodic statements, notices, receipts, modifications, amendments, and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client reserves the right to receive a paper copy of any of these electronic records, if applicable law specifically requires Company to provide such documentation. Client's consent may be withdrawn at any time upon Company's receipt of such withdrawal. Withdrawal of consent will decrease the speed of completion of transactions and delivery. To inform Company of a decision to; withdraw consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update your information you may

send an email to info@USAstudentdebtrelief,com; call us at: 1-877-871-6116, or mail a letter to the following address: USAstudentdebtrelief, 1412 Pine Bay Drive, Sarasota FL 3423.

10) COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11) NO TAX OR LEGAL ADVICE PROVIDED

Company and its agents do not and will not provide tax or legal advice. Client is advised to consult with a lawyer, accountant, or tax advisor regarding the tax and legal consequences of participation in any program.

12) THIRD PARTY AUTHORIZATION FORM

The attached Third Party Authorization Form will serve to acknowledge that Client has authorized Company to act on their behalf to review and prepare applications and perform the Services. Client hereby authorizes Company to verify all of Client's past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to perform services or process Clients Federal Student Loan Consolidation or Repayment Plan Application. It is understood that a copy of this form will also serve as authorization. The information Company obtains will only be used for the Services prescribed in this Agreement.

13) NOTICES AND CONSENT GIVEN

Company records and archives all incoming and outgoing telephone calls. Client hereby consents to such recordings and/or monitored phone calls for quality assurance purposes. Client understands that Company will need to contact Client for various servicing issues throughout the consolidation period and subsequent servicing timeframe, and Client consents to allow Company to contact Client via Client's e-mail address and any telephone numbers that Client has provided to Company. Client understands and consents that Company has the right to assign or sell Company's servicing portfolio, and that the assignee/buyer must be bound by all provisions of this Service Agreement between Client and Company.

14) COMPLAINT POLICY:

The Company's goal is to provide exceptional service to our clients. While every effort is taken to ensure we treat our clients in a fair, courteous, and honest manner, we are also subject to error. We believe that our clients have the right to voice their opinion and the right to have their complaints addressed. We also believe that a successful organization must be willing to evolve in order to meet the needs of its clients. Therefore, we have established a complaint process for clients who are unsatisfied with the service or treatment they receive. How to send in a complaint: In the event you are unsatisfied with our service, please direct your comment or complaint with the employee or team responsible. If the individual employee cannot resolve the matter, we will engage the relevant manager or director to try to resolve the matter. We will always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution provided, you may then notify our Compliance Officer in writing at:

E-mail address: info@USAStudentdebtrelief.com

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please include the following in your written correspondence. A clear description of the complaint and any suggestions you may have that would resolve your grievance. Details of any relevant information relating to any contacts you may previously have had with Company on this subject. Whether it is n original complaint, or a follow-up to a reply you were not satisfied with. Your complete contact information (including full postal address, telephone number, and e-mail address) and your date of birth (for verification purposes). The Company strives to resolve all complaints as quickly and efficiently as possible. Client can expect to receive a response from Company within 10 business days after submitting a complaint. If Client's case is particularly complex and cannot be resolved within 10 days, Company will provide Client with an estimated time in which to receive a response.

15) DISPUTE RESOLUTION; GOVERNING LAW; VENUE

This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Florida. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this Agreement or the transactions contemplated hereby must be brought either in the courts sitting in Sarasota County Florida, or in the United States District Court for the Central District of Florida in Tampa and by execution and delivery of the Agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

16) SEVER ABILITY

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect.

17) FORCE MAJEURE

Neither party shall be responsible or liable to the other party for delays or failures (including any delay by the Company to make progress in the provision of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of the United States Government and any of its agencies and branches.

18) HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for convenience only and shall not in any way affect the interpretation of the provisions of this Agreement.

CLIENT(S), BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHAGE FOR THE ENROLLMENT FEE PAYMENT FOR COMPANY'S SERVICES. COMPANY IS NOT A LENDER OR SERVICER OF ANY SORT, DURING THE PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE BENEFIT FROM THE SURVICES THAT COMPANY INTENDS TO PROVIDE HEREUNDER. CLIENT FURTHER ACKNOWLEDGES THAT COMPANY, AND/OR ANY OF ITS AGENTS HAVE PROVIDED NO GUARANTEES TO CLIENT OF A SPECIFIC OUTCOME, AND A POSITIVE OUTCOME CANNOT BE GUARANTEED. CLIENT HAS BEEN ADVISED THAT ALL INFORMATION REQUIRED FOR CONSOLIDATING OR QUALIFYING FOR A REPAYMENT PLAN FOR THEIR LOANDS AND/OR GARNISHMENT LOAN IS AVAILABLE TO THEM DIRECTLY AT NO COST THROUGH THE DEPARTMENT OF EDUCATION AND HAS DECODED ON THEIR OWN ACCORD TO PROCEED WITH THE SERVICES PROVIDED BY, AND THE ASSISTANCE OF, COMPANY. CLIENT UNDERSTANDS COMPANY DOES NOT OR WILL NOT PAY CLIENT STUDENT LOAN. COMPANY'S Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 253 of 341 Page 36 of 38 Page 36 of 38

SERVICES AND PROGRAM HAS BEEN EXPLAINED IN FULL AND TO CLIENT'S SATISFACTION. CLIENT IS FULLY AWARE AND UNDERSTANDS WHAT CLIENT IS ENROLLING IN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Agreed to and accepted by:

COMPANY

CLIENT

Printed Name: USA Student Debt Relief Printed Name: Beatra M. Rodriguez Benitez

THIRD PARTY AUTHORIZATION

TO: ANY AND ALL OF MY STUDENT LOAN CREDITORS:

I, hereby duly authorize, empower and appoint Company, its agents and representatives, permission to perform any acts necessary or convenient on my behalf, including but not limited to, the following:

1. Prepare, sign, and file any documents pertaining to my student loans with any governmental body or agency, represent me in all student loan matters including: negotiating, compromising, or settling any matters with said government agencies, and communicate on my behalf as I would were I present and acting with any and/or all of my federal student loan providers

2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, including but not limited to: the balance of my account, payment history verification of the account and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide Company is true and accurate.

3. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, to communicate directly with Company concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act. I further request that all of my lenders direct all further telephone calls to:

Company of 1412 Pine Bay Drive, Sarasota FL 34231; 1-877-871-6116. Any and all communications directed to me will be referred to Company and per my instruction lenders and servicers should only deal directly with Company. I understand that Company is not a law firm, is not licensed to practice law or provide legal advice, and that I will not request or accept, any legal advice from Company relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against Company relating to the practice of law.

I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the Company program.

I agree that any electronic copy of my signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Third Party Authorization shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

This Third Party Authorization granted to Company shall remain in force unless it is rescinded or modified in writing or upon

Client Signature:

Date:

NOTICE OF RIGHT TO CANCEL

1. YOUR RIGHT TO CANCEL:

USA Student Debt Relief (USASDR) is in the business of providing student relief services for our CLIENT(S). CLIENT(S) have signed and agreed to the terms and conditions of the above AGREEMENT. USASDR is providing CLIENT(S) with the right to cancel the AGREEMENT, without cost; within thirty (30) business days of the date CLIENT(S) signed the original AGREEMENT.

If CLIENT(S) cancels the AGREEMENT within this 3\thirty (30) day period, the funds will be returned to CLIENT(S). USASDR will return any funds CLIENT(S) paid, except the non-refundable \$99 set up fee to USASDR and/or to anyone else in connection with the AGREEMENT. Upon expiration of the cancellation period, as identified in this Service Agreement, there will be no refunds.

2. HOW TO CANCEL:

If you decide to cancel this AGREEMENT, you may do so, by notifying us in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing this document.

Please email to:

Email: info@USAStudentdebtrelief.com

Or mail to:

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please note if you cancel via mail, we must receive the above notice at the below-address, no later than midnight of the thirtieth (30) business day, following the date of your signing the Agreement. Sunday is not considered a business day. If CLIENT(S) fax and/or hand-deliver a written notice to cancel; it must be delivered to the above address not later than that timeframe.

Client \$	Signature:		

Printed Name:

Date:

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 255 of 341 Page 38 of 38 Page 38 of 38



Register for Online Access

Your account already has a User ID set up.

Retrieve your User ID ->

We'll email it to bXXXXX8@robot-mail.com 🏾 🍘

Or you can Re-register by creating a new User ID

Or Contact us – we'll help you retrieve your User ID.



FTC v. Start Connecting LLC et al. <u>Exhibits to Emergency TRO Motion</u>



Declaration of Ryan Schuller

Volume I

DECLARATION OF RYAN SCHULLER PURSUANT TO 28 U.S.C. § 1746

I, Ryan Schuller, hereby declare as follows:

1. My name is Ryan Schuller. I live in Fort Worth, Texas, and am over eighteen years of age. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I could and would competently testify to these same facts.

2. I took out over \$100,000 in federal student loans to help pay for my graduate education in a Pharm. D. program. My loans were disbursed from the U.S. Department of Education. My monthly loan payments were paused between 2020 and 2023 in response to the COVID-19 pandemic.

3. I work for a nonprofit organization, so my employment qualifies me to participate in the Public Service Loan Forgiveness ("PSLF") program. My understanding is that, if I make 120 monthly loan payments while maintaining qualifying employment with a nonprofit or government organization, my student loans will be forgiven through the PSLF program. To participate in the PSLF program, it is recommended that I annually submit a form certifying that I have maintained qualifying employment for the PSLF program. A copy of the current version of the PSLF form available from the U.S. Department of Education is attached as <u>Exhibit A</u>.

4. During the 3.5-year payment pause on loan payments instituted in response to the COVID-19 pandemic, I understood that did not need to make loan payments in order to qualify for the PSLF program, but it was still recommended that I submit a form showing that I was maintaining qualifying employment during that period.

5. While I was thinking about submitting my PSLF employment form in 2023, I received a phone call out of the blue from USA Student Debt Relief. I had not requested a call from USA Student Debt Relief or given them my contact information. They left a voicemail

1

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 258 of 341 Page 2 of 341 Page 2 of 16

about my student loans and I returned the call. To this day, I have no idea how USA Student Debt Relief obtained my information or was able to call me. I did not give USA Student Debt Relief permission to contact me.

6. I do not recall the name of the USA Student Debt Relief representative I spoke with when I returned USA Student Debt Relief's call. I do remember, however, that the representative led me to believe that USA Student Debt Relief was affiliated with MOHELA and could offer specialized services that would help me I qualify for the PSLF program. Because I believed USA Student Debt Relief was affiliated with MOHELA and could offer specialized services to help me achieve loan forgiveness through the PSLF program, I agreed to work with USA Student Debt Relief. Based on what USA Student Debt Relief's agent represented to me, I provided my credit card information to make the required payment.

7. Within days of my call, USA Student Debt Relief charged initial payments of \$456.80 and \$456.78 to my Chase credit card, for a total of \$913.58. A photo that I took of my credit card history showing these charges is attached as <u>Exhibit B</u>. <u>Exhibit B</u> also includes details about one of the payments I made to USA Student Debt Relief. The last four digits of my credit card number are redacted in <u>Exhibit B</u>.

8. Around the time I made the second payment on June 15, 2023, I received an email from USA Student Debt Relief with a blank PSLF employment certification form for me to fill out, similar to <u>Exhibit A</u>. At that point, I realized that I was making payments to USA Student Debt Relief before they had actually submitted any paperwork to qualify me for the PSLF program or had obtained any results. I also realized that they were using the same PSLF form that is available online for free from the U.S. Department of Education and MOHELA, and that I could do everything they were doing without paying hundreds of dollars. I realized that they had

2

no specialized knowledge and did not have any special connection with MOHELA. In short, I realized that I had been scammed by USA Student Debt Relief into paying for something I could do for free.

9. I also called MOHELA around this time and was told by the MOHELA representative that nobody other than MOHELA or the U.S. Department of Education had a legitimate reason to be reaching out to me about my student loans.

10. Around this time, I also logged into the U.S. Department of Education's Federal Student Aid's website, ending in ".gov," to access my student loan account on that government website. When I tried to log in, it appeared that someone else was trying to access my account or change my login information without my permission. I had not given USA Student Debt Relief my login information and was not sure why this unauthorized activity was occurring.

11. Once I realized that I had been scammed, I filed a complaint with the Better Business Bureau ("BBB") against USA Student Debt Relief. My complaint, which was filed on June 15, 2023, read:

This "business" is a scam that I unfortunately fell for. My account has already been charged despite the fact that they don't yet actually have proof that I even qualify for Public Student Loan Forgiveness. Will call them back first thing in AM to ask them to reverse charge. If they don't do so in a timely manner, I will get Chase involved.

I requested that USA Student Debt Relief provide me a refund, but they never did.

12. After USA Student Debt Relief failed to provide me a refund, I worked with Chase's security team to get the credit card charges reversed. A photo that I took of the details of one of these reversals is attached as <u>Exhibit C</u>. On June 30, 2023, I notified the BBB that, through Chase, I successfully obtained a reversal of my payments to USA Student Debt Relief. My communication to the BBB read as follows:

3

Better Business Bureau:

I'm happy to report that, when Chase security got involved, I was refunded pretty quickly. However, I would fully support you if you'd like to continue to pursue this case and maybe this operation can be stopped. Your call.

Thanks!

Sincerely,

Ryan Schuller

USA Student Debt Relief took my money without providing me any debt relief 13. services. They took my money before they sent me a PSLF form to complete that I could access online for free. If I had known the truth about USA Student Debt Relief's services, I never would have engaged with them or paid them. But, because they called me while I was thinking about the PSLF process and represented they had specialized knowledge and experience with the PSLF program, I gave them my money before I discovered the truth about their scam. I am not sure that I ever would have gotten my money back if I had not involved Chase or made a complaint to the BBB.

I state under penalty of perjury that the foregoing statement is true and correct.

Executed on November 10, 2023.

Ryan Schuller



PUBLIC SERVICE LOAN FORGIVENESS (PSLF) & TEMPORARY EXPANDED PSLF (TEPSLF) CERTIFICATION & APPLICATION William D. Ford Federal Direct Loan (Direct Loan) Program

OMB No. 1845-0110 Form Approved Exp. Date 11/30/2023

PSLF

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER INFORMATION

Please enter the	e following information:
SSN:	
	State: Zip Code:
Telephone – Primary: _	
Email:	

For more information on PSLF, visit <u>StudentAid.gov/publicservice</u>. To apply online, visit <u>StudentAid.gov/PSLF</u>.

SECTION 2: BORROWER REQUEST, UNDERSTANDINGS, AND CERTIFICATION

I request (1) that the U.S. Department of Education (the Department) consider this form an application for loan forgiveness to determine whether I qualify for PSLF or TEPSLF, and discharge any qualifying loans that I have, and (2) if none of my loans qualify for PSLF or TEPSLF forgiveness when I submit this form, determine how many qualifying payments I have made toward PSLF and TEPSLF.

I believe I qualify for forgiveness now and request a forbearance while my application is being processed. I understand this period of forbearance will not count toward forgiveness, if the Department determines I am not yet eligible for forgiveness.

I understand that:

- 1. To qualify for forgiveness, I must have made 120 qualifying payments on my Direct Loans while employed full-time by a qualifying employer. Neither the 120 qualifying payments nor the qualifying employment have to be consecutive.
- 2. To qualify for forgiveness, I must be employed full-time by a qualifying employer when I apply for forgiveness.
- 3. By submitting this form, my student loans held by the Department may be transferred to a different loan servicer.
- 4. If the Department determines that I appear to be eligible for forgiveness, the Department may contact my employer before granting forgiveness to ensure that I was employed by the employer at the time I applied for forgiveness.
- 5. If I am eligible for forgiveness, the amount forgiven will be the principal and interest that was due on my eligible Direct Loans when I made my final qualifying payment. Any amount that I pay on those loans after I have made my final qualifying payment will be treated as an overpayment. I must continue to make payments on any of my other loans.
- 6. If I am not yet eligible for forgiveness, I will be notified of the determination, why it was made, and how many qualifying payments I have made toward PSLF and TEPSLF. If I requested my loans be placed in forbearance while this determination was being made, they will be placed back into repayment.

I certify that all the information I have provided on this form and in any accompanying document is true, complete, and correct to the best of my knowledge and belief.

Borrower's	Signature
------------	-----------

Date ____

(mm/dd/yyyy)

Pages 1 and 2 of this form must be completed in their entirety.

Schuller Attachment A, page 1 of 9

Borrov	ver Name	Borrower SSN			
SECTIC	ON 3: BEFORE YOU BEGIN				
0	We highly recommend that you complete this form online by going to <u>StudentAid.gov/pslf</u> . Doing so allows you to search for your employer using the PSLF Employer Database to prepopulate this form. You are also able to submit this form if your employer electronically certifies your employment.				
٠	You should complete this form annually or any time you	r change employers or have a change in your employment status.			
	Review the instructions in Section 6 before you complete the remainder of this form.				
SECTIO	ON 4: EMPLOYER INFORMATION (TO BE COMPLETED) BY THE BORROWER OR EMPLOYER)			
1.	Federal Employer Identification Number (FEIN/EIN):				
2.	Employer Name:				
3.	Employer Address:				
4.	Employment Period:				
	Employment or Certification Begin Date:				
		(mm/dd/yyyy)			
	Employment or Certification End Date:	OR Still Employed			
		(mm/dd/yyyy)			
5.	Employment Status: 🔲 Full-Time 🛛 Part-Time				
6.	Average hours per week:				
	Check this box if your employer cannot be contacte employment, and skip to Section 5B.	ed because the organization has closed or is unable to certify your			
SECTIO	ON 5A: EMPLOYER CERTIFICATION (TO BE COMPLET	IED BY THE EMPLOYER)			
Terms i	n Bold are defined in Section 7.				
and beli Section organiz	ief (see Section 6 for instructions), (2) I am an authorized of 1 is or was a direct employee of the organization named i	information in Section 4 is true, complete, and correct to the best of my knowledge official of the organization named in Section 4, and (3) the borrower named in in Section 4; or is or was employed under a contract or by a contracted able state law, cannot be filled or provided by a direct employee of the organization			
Note: If	any of the information is crossed out or altered in Section 4	4 or 5A, the authorized official must initial those changes.			
Official	s Name:	Official's Phone:			
Officials	s Title:	Official's Email:			
Author	ized Official's Signature	Date (mm/dd/yyyy)			
		(mm/dd/yyyy)			
SECTIO	ON 5B: ALTERNATIVE DOCUMENTATION FOR EMPLO	DYMENT CERTIFICATION (only if Section 5A cannot be completed)			
employ	ment and indicated that by checking the box above on this	e organization is closed or because the organization is unable to certify your is form, you can submit alternative documentation that may allow your employment submitted without the necessary supporting documents, the PSLF servicer will			

Page 2 of 9

contact you to request additional information before your employment can be certified.

Schuller Attachment A, page 2 of 9

SECTION 6: INSTRUCTIONS FOR COMPLETING THIS FORM

When completing this form, type or print using dark ink. Enter dates as month/day/year (mm/dd/yyyy). Use only numbers. Example: March 14, 2023 = 03/14/2023. If you need to correct any answer on this form, cross through the original answer, provide the correct answer, AND initial the change. This form can be completed and submitted online at <u>StudentAid.gov/pslf</u>. If this form is being completed manually or was generated to sign manually, it must be signed using an **acceptable signature**. Terms in **BOLD** are defined in Section 7.

Notes for completing Section 4:

Question 1: The Federal Employer Identification Number (FEIN/EIN) is a 9-digit number that can generally be found in box b of your IRS Form W-2 (W-2). However, if your employer uses a Professional Employer Organization (PEO) or you are a contracted employee in a position or providing services that, under applicable state law, cannot be filled or provided by a direct employee of your employer, you will need to obtain your employer's FEIN/EIN directly, because the FEIN/EIN on your W-2 may be that of a different organization. An FEIN/EIN that is found using an internet search or on an IRS Form other than a W-2 (for example an IRS Form 1099), may not be the FEIN/EIN that an employer uses for payroll purposes and will not be included in the PSLF Employer Database.

Question 2: If this form was generated by the **Help Tool**, the employer name selected from the **PSLF Employer Database** or name you manually entered will be pre-populated. If this form is being completed manually, enter the name of your employer as it appears on your W-2 (unless your employer uses a PEO, in which case provide your non-PEO employer's name).

Question 3: If this form is being completed manually, enter the address of your employer. If your form was generated by the Help Tool, that information will be prepopulated on this form.

Question 4: *Employment or Certification Begin Date* Enter the date that you began your employment with the employer whose **FEIN/EIN** appears in Question 1:

- If this is the first time you are submitting this employer for certification, or
- If you have continued to be employed in the same employment status (Question 5) began employment with this employer.

Enter the begin date that you would like to be evaluated with the employer whose **FEIN/EIN** appears in Question 1:

- If your employment status has changed since you last had your employment certified with this employer, or
- If you have had a break in employment since you last had your employment certified with this employer.

Notes for completing Section 4 (Continued):

Question 4 (Continued): Employment or Certification End Date

Enter the date that you:

- Ended employment with the employer whose FEIN/EIN appears in Question 1, or
- Ceased to be in the **employment status** reported in Question 5.

Check the box labeled "Still Employed", if you are still employed with the employer whose **FEIN/EIN** appears in Question 1 at the time you are completing this form.

Question 5: Check the **Full-Time** box if you worked an average of 30 hours or more per week for the period of time being certified in Question 4 or otherwise meet the definition of Full-Time provided in Section 7. If you worked an average of less than 30 hours per week, check the Part-Time box.

Question 6: Provide the average number of hours you worked per week during the period being certified. This should include vacation, leave time, or any leave taken under the Family Medical Leave Act of 1993, but should not include time spent performing volunteer services.

Notes for completing Section 5A:

The **Authorized Official** must review the information provided in Section 4 for accuracy. As part of this review, they should ensure that the **FEIN/EIN** provided in Question 1 belongs to their organization OR is the **FEIN/EIN** that is used for payroll purposes, that the employee named in Section 1 is or was a **direct employee** of their organization for the period being certified, OR is or was employed under a contract or by a **contracted organization** in a position or providing services for their organization that, under applicable state law, cannot be filled or provided by a **direct employee** of their organization. If the **Authorized Official** needs to correct any answer in Section 4, they must cross through the original answer, provide the correct answer, AND initial the changes.

SECTION 6: INSTRUCTIONS FOR COMPLETING THIS FORM (CONTINUED)

Notes for completing Section 5B:

If you are unable to have this form completed by an **Authorized Official** because the organization has closed or you are unable to contact your employer to obtain an **acceptable signature**, you may be able to certify your employment using alternative documentation. This process will add significant time to the review of this form. If the employment being certified is or was with the U.S. Military, you can submit this form with a Form DD-214 or an SCRA Status Report document that corresponds with the employment period in Question 4, instead of completing Section 5A. If the employment being certified is for any other employer, you must submit documentation that confirms both the **FEIN/EIN** of the employer AND your period of employment, instead of completing Section 5A. This would include an IRS Form W-2 for every calendar year included in your employment period (with or without corresponding **paystubs**), OR **paystubs** for every month that you were employed during the employment period. Any month that cannot be documented will not be certified as eligible employment.

SECTION 7: DEFINITIONS

Definitions Specific to this Form

The **PSLF Employer Database** is a searchable database maintained by the Department that borrowers search by entering their employer's FEIN/EIN when using the Help Tool to generate this form. Forms generated this way will be prepopulated with data from this database when the form is generated by using the Help Tool. Many employers are already included in the database and more are added every day. The database can be searched without logging in by going to <u>StudentAid.gov/pslf/employer-search</u>. The database will display if the employer is eligible, ineligible, or undetermined during the period of employment entered by the borrower.

The PSLF **Help Tool** can be accessed at <u>StudentAid.gov/pslf</u>. This Help Tool permits a borrower the ability to search the **PSLF Employer Database** to generate this form for eligible employers in the database. The Help Tool also allows a borrower to request the **Authorized Official** to sign this form electronically. By signing electronically, this form can be submitted for review without the need to print it out or obtaining an **acceptable signature**.

The **Federal Employer Identification Number (FEIN/EIN)** is a number issued by the IRS to an employer and is generally provided to the employee in box b of the employee's IRS Form W-2. This should not be confused with a similar State ID number that is found in box 15 of the W-2.

A **Professional Employer Organization (PEO)** is an organization that provides administrative services, such as payroll and benefits, for another organization under a contractual agreement. PEOs are coemployers of an employee, but for PSLF purposes, the employee is considered a direct employee of the non-PEO employer. A borrower whose employer uses a PEO, will need to obtain the non-PEO employer's FEIN/EIN because the FEIN/EIN that appears on their W-2 is that of the PEO. A PEO is not the same as a staffing agency which instead is the sole employer of an individual who performs their work for a different organization.

Definitions Specific to this Form (Continued)

A **direct employee** is an employee that is hired by and receives a W-2 to document their compensation from their employer or from a PEO contracted by the employer. An employee that is self-employed or receives an IRS Form 1099 is not considered a direct employee.

An **Authorized Official** is an individual who by the authority of an employer has access to the borrower's employment or service records and is authorized by the employer to certify the employment status of the organization's employees or former employees, or the service of AmeriCorps or Peace Corps volunteers.

The employment period is the time between the employment or certification begin date and the employment or certification end date provided on the form or, if the borrower indicates they are still employed, the time between the employment or certification begin date and the date the Authorized Official certifies the form. Borrowers are encouraged to certify their employment annually or when they change employers or employment status.

Employment status is the determination of whether the borrower is Full-Time or Part-Time during the employment period on the form. A separate form must be submitted when there is a change in employment status with the same employer. A borrower with multiple simultaneous qualifying Part-Time employers during the same period can be considered to meet Full-Time employment if the Part-Time hours at each employer total 30 or more hours.

Full-Time employment, for PSLF purposes, means working 30 or more hours per week on average for the employment period on the form regardless of whether the employer considers that Full-Time for other purposes. Working less than 30 hours per week on average is considered Part-Time. When determining if a borrower is Full-Time, an employer must include all hours, including vacation, leave time, or any leave taken under the Family Medical Leave Act of 1993. However, do not include time spent performing volunteer services.

SECTION 7: DEFINITIONS (CONTINUED)

Definitions Specific to this Form (Continued)

If a borrower is employed on a contractual basis where they provide an average of 30 hours of work per week for a minimum of 8 months in a 12 month period, such as in an educational setting, but they continue to be considered employed for the full year, they should be considered Full-Time for the full 12 months.

If the borrower performs non-tenure track employment, such as an adjunct or non-tenure track faculty member, the employer can calculate the weekly average hours for determining Full-Time status by using a formula that multiplies the contact hours per week by at least 3.35 hours.

A **contracted organization** is a separately organized employer that through a written agreement with a qualifying employer performs services for the **qualifying employer**. The direct employees of the contracted organization are not direct employees of the qualifying employer. However, if the direct employees of the contracted organization are in positions or providing services that, under State law, cannot be filled or provided by a direct employee of a qualifying employer, the Authorized Official of the qualifying employer can certify their employment as if those employees were direct employees of the qualifying employer.

An acceptable signature for this form includes:

- a handwritten signature in dark ink,
- a hand drawn electronic signature made using a mouse or finger on a digital device, or
- a digitized image of a handwritten signature that has been embedded on the signature line of this form.

Other forms of signatures including, certificate-based signatures and typed names, even if using a font that mimics cursive text, are NOT acceptable signatures for this form.

General Definitions Related to PSLF and Student Loans

Note: Additional PSLF and TEPSLF specific terms are defined in-context in Section 9.

A loan enters **default** when a borrower's payment is delinquent more than 270 days. A loan in default is not eligible for PSLF and payments made while in default are not eligible payments for PSLF. A borrower can resolve a defaulted loan by contacting their servicer.

A **deferment** is a period during which you are allowed to postpone making payments temporarily, on the basis of meeting the eligibility requirements for the deferment.

Eligible Loans are loans made under the William D. Ford Federal Direct Loan (Direct Loan) Program that are not in default.

An **eligible payment** is a payment that is made in full for a month that you are repaying your loan under an eligible repayment plan or is the equivalent of an eligible payment attributed to a month in which you are in repayment.

A **forbearance** is a period during which you are allowed to postpone making payments temporarily, allowed an extension of time for making payments, or temporarily allowed to make smaller payments than scheduled.

An **Income Driven Repayment (IDR) plan** is a repayment plan that bases your monthly payment on your annual income and family size. These plans are qualifying repayment plans for PSLF and are, generally, the only plans that would have a remaining loan balance after you have made 120 qualifying payments. You must recertify your income annually to remain on an IDR plan.

A **qualifying employer** is a U. S. based governmental organization, an organization under Section 501(c)(3) of the Internal Revenue Code that is exempt from taxation under section 501(a) of the Internal Revenue Code, or a non-profit organization that dedicates a majority of its full-time equivalent employees to providing certain non-governmental public services. Serving in an AmeriCorps or Peace Corps position is also qualifying employment.

A **qualifying payment** is recorded when an eligible payment (or equivalent) is matched to a month of eligible full-time employment with a qualifying employer.

SECTION 8: WHERE TO SEND THIS FORM

Return the completed form and any documentation to:

Mail to: U.S. Department of Education, MOHELA, 633 Spirit Drive Chesterfield, MO 63005-1243

Fax to: 866-222-7060

If MOHELA is already your servicer Upload to: mohela.com/uploadDocument If you need help completing this form, call:

Domestic: 855-265-4038 International: 636-532-0600 TTY: dial 711, then enter 855-265-4038

Website: mohela.com

Page 5 of 9

SECTION 9: IMPORTANT INFORMATION ABOUT PSLF AND TEPSLF

Terms in **Bold** are defined in Section 7.

The Public Service Loan Forgiveness (PSLF) program was created by Congress in October 2007, to encourage employment in the public service sector. A borrower qualifies for forgiveness of any remaining principal and interest on their **eligible loans** once they have made the equivalent of 120 **qualifying payments** after October 1, 2007, while employed **full-time** with a **qualifying employer**. Congress authorized a Temporary Expansion of the PSLF program (TEPSLF) in March 2018, that allowed borrowers that were otherwise eligible for PSLF to become eligible if the only reason they did not qualify for PSLF was because some or all of their payments were made under an ineligible repayment plan. For a more comprehensive overview of these programs, including FAQ's, visit <u>StudentAid.gov/publicservice</u>.

LOAN ELIGIBILITY

Only Direct Loan Program loans that are not in **default** are eligible for PSLF. Loans you received under the Federal Family Education Loan (FFEL) Program, the Federal Perkins Loan (Perkins Loan) Program, or any other student loan program are not eligible for PSLF.

If you have FFEL Program or Perkins Loan Program loans, you may consolidate them into a Direct Consolidation Loan to take advantage of PSLF. However, payments made on those loans before you consolidated them do not count as eligible PSLF payments. In addition, if you made eligible payments on a Direct Loan and then consolidate it into a Direct Consolidation Loan, the eligible payments you made on the original Direct Loan(s) will be added as eligible payments to the new Direct Consolidation Loan based on a weighted average of the loans that were consolidated.

If you are planning to consolidate your FFEL Program or Perkins Loan Program loans into a Direct Consolidation Loan to take advantage of PSLF and do not have any Direct Loans, do not submit this form until you have consolidated your loans. The online application for Direct Consolidation Loans contains a section that allows you to indicate that you are consolidating your loans for PSLF.

If you plan to consolidate Perkins Loan Program loans, first understand that Perkins Loan Program loans may be cancelled for certain types of public service. If you consolidate a Perkins Loan Program loan, you will no longer be eligible for Perkins cancellation.

The online application is available at

<u>StudentAid.gov/consolidation</u>. If you don't know whether you have Direct Loans, log in to your account on <u>StudentAid.gov</u>.

PAYMENT ELIGIBILITY

An eligible payment is one that is made in full for a month that you are repaying your loan under an eligible repayment plan or is the equivalent of an eligible payment attributed to a month in which you are in repayment. Only eligible payments made on or after October 1, 2007, can become a qualifying payment for PSLF or TEPSLF.

PAYMENT ELIGIBILITY (CONTINUED)

A payment is considered made in full if it is received for the full amount due based on your scheduled payment or if you make multiple payments within the payment period that add up to at least the full scheduled amount due. A payment is also considered paid in full if it is any of the eligible payment equivalents described in this section.

Eligible Repayment Plans

Your payments must be made under a qualifying repayment plan. Qualifying repayment plans for PSLF include:

any of the following Income Driven Repayment (IDR) plans:

- Revised Pay As You Earn (REPAYE),
- Pay As You Earn (PAYE),
- Income-Based Repayment (IBR),
- Income-Contingent Repayment (ICR).
- Or

The 10-Year Standard Repayment plan, or any other Direct Loan repayment plan (except the Alternative Repayment plan), if those payments are at least equal to the monthly payment amount that would be required under the 10-Year Standard Repayment plan.

Note: The Standard Repayment Plan for Direct Consolidation Loans made on or after July 1, 2006, has repayment periods that range from 10 to 30 years. Monthly payments you make under this plan are eligible payments for PSLF only if the repayment period is 10 years. This repayment plan is always a qualifying repayment plan for TEPSLF (for more information regarding eligible repayment plans for TEPSLF, see below).

SECTION 9: IMPORTANT INFORMATION ABOUT PSLF AND TEPSLF (CONTINUED)

PAYMENT ELIGIBILITY (CONTINUED)

While repayment plans other than an IDR plan may be qualifying repayment plans for PSLF, you must have a remaining balance to forgive when you reach 120 qualifying payments. Otherwise, your loans will be fully repaid within 10 years. You will generally only have a remaining balance if you have been repaying under an IDR plan. To apply for an IDR plan, visit <u>StudentAid.gov/idr/</u>.

Eligible Payment Equivalents

You can receive a payment equivalent by making a payment that exceeds your monthly scheduled payment due so long as it also satisfies a future scheduled payment. This is often referred to as a lump sum payment. The number of payment equivalents depends on the amount received and your scheduled monthly payment due. You cannot receive a payment equivalent beyond your next IDR recertification date or 12 months, whichever is sooner. Any payments in excess of this amount will be applied to principal but will not result in additional eligible payments.

Scheduled payments are those that are made while you are in repayment. They do not include payments made while your loans are in an in-school or grace status, or in a deferment or forbearance status (except those included below).

Receiving one of the following deferments or forbearances at any time during a month is equivalent to an eligible payment:

- Cancer treatment deferment,
- · Economic hardship deferment,
- Military service deferment,
- · Post-active-duty student deferment,
- AmeriCorps forbearance,
- National Guard Duty forbearance,
- U.S. Department of Defense Student Loan Repayment Program forbearance,
- Administrative forbearance; or
- · Mandatory administrative forbearance

EMPLOYMENT ELIGIBILITY

To qualify for PSLF, you must be a **direct employee** of a qualifying employer. A direct employee is someone who is hired and paid by the employer, and who receives an IRS Form W-2 from the employer. You may physically perform your work at a qualifying or non-qualifying organization, as long as you are a direct employee of a qualifying employer.

However, if you are a **direct employee of a contracted organization** that is in a position or providing services that, under applicable State law, cannot be filled or provided by direct employees of the qualifying employer, you can be treated as a direct employee of the qualifying employer where you perform your work.

EMPLOYMENT ELIGIBILITY (CONTINUED)

Qualifying Employer

For PSLF, a qualifying employer is a:

- U. S. based governmental organization (at the federal, state, local, or Tribal level, including the U. S. Armed Forces and National Guard)
- a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (IRC), or
- a non-profit organization that provides certain nongovernmental public services.

Service in an AmeriCorps position approved by the Corporation for National and Community Service under Section 123 of the National and Community Service Act of 1990 (42 U.S.C. 12573) or a full-time assignment in a Peace Corps position under 22 U.S.C. 2504 is also qualifying employment.

A non-profit organization that is not a tax-exempt organization under Section 501(c)(3) of the IRC may be a qualifying organization if a majority of its full-time equivalent employees are engaged in one or more specific non-governmental public services.

These services include:

- Emergency management,
- · Civilian service to military personnel,
- Military service,
- Public safety,
- · Law enforcement services,
- Public health services,
- Public education,
- Public library services,
- · School library and other school-based services,
- Public interest legal services,
- · Early childhood education, and
- · Public service for individuals with disabilities and the elderly.

Full definitions of each of these non-governmental public services are available at <u>StudentAid.gov/publicservice</u>.

Non-Qualifying Employer

For PSLF, a qualifying employer cannot be a:

- business organized for profit,
- · labor union, or
- · partisan political organization.

Additionally, employment as a member of the U.S. Congress is not qualifying employment.

SECTION 9: IMPORTANT INFORMATION ABOUT PSLF AND TEPSLF (CONTINUED)

EMPLOYMENT ELIGIBILITY(CONTINUED)

Full-Time Employment

For PSLF purposes, **full-time** means at least an average of 30 hours per week for the employment period being certified.

All hours for which you are paid should be included in the average hours worked per week, however, time spent performing volunteer work should not be included.

Vacation or leave time provided by the employer or leave taken for a condition that is a qualifying reason for leave under the Family and Medical Leave Act of 1993, 29, U.S.C. 2612(a)(1) and (3) should be included in the average hours worked per week.

If you are a teacher or in another position under contract for at least eight out of 12 months, you meet the full-time standard if you work an average of at least 30 hours per week during the contractual period and receive credit by your employer for a full year's worth of employment.

If you are a non-tenure or adjunct faculty member at an institution of higher education meaning you are paid solely for the credit hours you teach, you meet the definition of full-time if you are employed the equivalent of 30 hours per week as determined by multiplying each credit or contact hour taught per week by at least 3.35.

If you are employed part-time by more than one qualifying employer simultaneously, you may meet the full-time employment requirement if you work a combined average of at least 30 hours per week with your employers.

QUALIFYING PAYMENT

You must accumulate 120 **qualifying payments** to have your eligible loans forgiven through PSLF. These qualifying payments do not need to be consecutive.

An eligible payment is considered to become a qualifying payment when the month to which the eligible payment is attributed is matched to a month that you have certified full-time employment with a qualifying employer.

TEPSLF ELIGBILITY

To qualify for TEPSLF, you must be ineligible for PSLF *only* because some or all of your payments were not made under a qualifying repayment plan for PSLF and if the payment that you made 12 months prior to reaching 120 qualifying payments for TEPSLF and the 120th qualifying payment were at least as much as you would have paid under the lowest payment available to you on an **IDR plan**.

If you meet these requirements, you will be evaluated for TEPSLF eligibility under the expanded list of qualifying repayment plans for TEPSLF which include the:

- · Qualifying repayment plans for PSLF,
- Graduated Repayment Plans,
- Extended Repayment Plans,
- Standard Repayment Plan for Direct Consolidation Loans, and
- · Graduated Repayment Plan for Direct Consolidation Loans.

OTHER IMPORTANT INFORMATION

The period of service used to qualify for Teacher Loan Forgiveness or Civil Legal Assistance Attorney Student Loan Repayment programs cannot also count as eligible payments for PSLF.

You have the option to request a **forbearance** on your Direct Loans if you are submitting this form and you believe that you qualify for forgiveness right now because you have made 120 qualifying payments. However, when evaluating whether to choose forbearance, it is important to understand that these periods of forbearance will not count toward PSLF or TEPSLF if it is determined you do not have 120 **qualifying payments** yet. Note: If you do not request a forbearance, any payments made after your 120th qualifying payment will be refunded to you or applied to any other outstanding loans held by the Department.

If you have a month in your payment history that would otherwise count as a qualifying payment, but it is not because you were in a **deferment** or **forbearance** status other than those that are considered an eligible payment equivalent, you can take action to make that month a qualifying payment. To do so you must make a payment of at least as much as what you would have made under an IDR plan that you were eligible for each month that meets the condition.

SECTION 10: IMPORTANT NOTICES

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C.552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq., §451 et seq., or §461 of the Higher Education Act of 1965, as amended (20 U.S.C.1071 et seq., 20 U.S.C. 1087a et seq., or 20 U.S.C. 1087aa et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C.7701(b). Participating in the William D. Ford Federal Direct Loan (Direct Loan) Program, Federal Family Education Loan (FFEL) Program, or Federal Perkins Loan (Perkins Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the Direct Loan, FFEL, or Federal Perkins Loan Programs, to permit the servicing of your loans, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-bycase basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loans, to enforce the terms of the loans, to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statuses, disclosures may be made to guaranty agencies or to financial and educational institutions.

To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to gualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0110. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain a benefit (34 CFR 685.219). If you have comments or concerns regarding the status of your individual submission of this form, please contact your loan holder directly (see Section 8).

Page 9 of 9

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STARBUCKS 800-782-7282 Food & drink	\$10.00 >
FACTOR75 Groceries	\$110.91 >
USA STUDENT DEBT RELIEF Personal	\$456.78 >
LIVECAREER.COM Shopping	\$23.95 >
Subway 28632 Food & drink	\$18.06 >
TX HLTH FTW CAFETERIA Food & drink	\$4.89 >
USA STUDENT DEBT RELIEF Personal	\$456.80 >

Page 15 of 16

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Transaction Details

Transaction details

Туре	Sale
Transaction date	Jun 15, 2023
Posted date	Jun 16, 2023

FL

& (877) 871-6116

Description

USA STUDENT DEBT RELIEF

Merchant type Miscellaneous personal services

Method

Online, mail or phone

Category Personal

V

Reference number

24145723166900011609785

Memo (optional) What's it for?

You have 200 of 200 characters remaining.

Recent charges

USA STUDENT DEBT RELIEF

\$456.80

Schuller Attachment B, page 2 of 2

.1 ? 🜔

19:56

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Transaction Details



USA STUDENT DEBT RELIEF

-\$456.78

-685.17 total rewards point earned

Transaction details

Туре	Adjustment
Transaction date	Jun 15, 2023
Posted date	Jun 23, 2023

FL 34231

& (877) 871-6116

Description USA STUDENT DEBT RELIEF

Merchant type Miscellaneous personal services

Method

Category

Personal

Reference number

24145723166900011609785

Online, mail or phone

Memo (optional)

What's it for?

FTC v. Start Connecting LLC et al. <u>Exhibits to Emergency TRO Motion</u>



Declaration of Casey Sonier

Volume I

DECLARATION OF CASEY SONIER PURSUANT TO 28 U.S.C. § 1746

I, Casey Sonier, hereby declare as follows:

1. My name is Casey Sonier. I live in Houston, Texas, and am over eighteen years of age. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I could and would competently testify to these same facts.

2. I am currently employed as a teacher at **secondary**, a public, secondary school where I have taught for almost two years.

3. Between 2013 and 2017, I took out approximately \$60,000 in federal student loans to finance my undergraduate degree. My loans were issued by the U.S. Department of Education. Beginning in 2020 and continuing through most of 2023, my monthly loan payments were paused due to action taken by the U.S. Department of Education in response to the COVID-19 pandemic.

4. In October of 2022, I applied for the federal Public Service Loan Forgiveness ("PSLF") program directly through Federal Student Aid at www.StudentAid.gov. I learned of the program through news announcements discussing the recent changes President Biden had made to the application to streamline the process and make it more accessible to student borrowers.

5. A few days after I applied, I received a phone call and then an email from Iris Saldana at USA Student Debt Relief requesting that I schedule an appointment to discuss my application for student loan forgiveness. I believed that the correspondence came from someone at Federal Student Aid because it referenced the loan forgiveness application I previously submitted. I responded to the email and scheduled a meeting for a week later. A true and accurate copy of the email is attached as Exhibit A.

6. On the day of the meeting, I spoke with USA Student Debt Relief representative Iris Saldana. The representative explained that my remaining student loan balance of \$54,000 could be forgiven. The only requirements were that I pay \$149.22 for five consecutive months and \$77.21 for the next 120 months. It was my understanding that these specific payments would be applied to my student loan balance. When Ms. Salanda stated that I qualified for the PSLF program because I was a teacher in a public school system and guaranteed that my loan balance would be forgiven, I decided to move forward with the program.

7. During the call, Ms. Saldana requested a lot of personal information from me including my Social Security number, date of birth, and Federal Student Aid account login details. I did not realize how much sensitive information I was sharing because she asked me to confirm the details as if she already had access to the information. I provided the requested details in addition to my bank account number to begin making payments because I was under the impression that I was working with the someone affiliated with U.S. Department of Education and that this path would lead to a full forgiveness of my student loans.

8. After obtaining my debit card information, Ms. Saldana sent a digital contract for electronic signature through DocuSign. I recall that the contract was lengthy, and the representative insisted that I sign the document while we were still on the phone and even directed me to the portions of the document that required my electronic signature.

9. Right after the call with Ms. Saldana, I shared the details of the loan forgiveness program with another teacher at my school believing he might be interested as well. He warned that some companies take advantage of people through sales calls and suggested that I research USA Student Debt Relief to determine if it was legitimate. I searched online and found reviews from other student borrowers that detailed phone calls that mirrored the conversation I had with

Ms. Saldana. A lot of the reviews claimed that the services offered by USA Student Debt Relief were a scam. I immediately cancelled the debit card that I shared with Ms. Saldana, changed the password on my Federal Student Aid account, and filed a complaint against the company with the Better Business Bureau.

10. Thankfully, I moved quick enough to avoid being charged any fees by the company. I did not engage any further with USA Student Debt Relief after that. I do not believe that the company would have obtained forgiveness of my student loans as represented by Ms. Saldana. If I had known that USA Student Debt Relief was not affiliated with the U.S. Department of Education or Federal Student Aid and could not guarantee that my student loans would be discharged, I never would have agreed to sign their contract or allow them to obtain my financial information.

I state under penalty of perjury that the foregoing statement is true and correct.

Executed on March 19, 2024.

Casey Sonjer

 To:
 Casey Sonier

 Subject:
 RE: Student Loan Forgiveness Application

----- Forwarded Message ----From: "iris.s@usastudentdebtrelief.com" <iris.s@usastudentdebtrelief.com> To: Sent: Wednesday, October 19, 2022 at 03:21:18 PM CDT Subject: Student Loan Forgiveness Application

Dear Casey,

This is IRIS SALDANA your Case Manager at USA Student Debt Relief. I hope this message finds you well.

I tried to contact you in regards to the application that you started for student loan forgiveness at the registered telephone number, **Started telephone**, unsuccessfully.

You can reply to this email with the time and date you wish to receive the call or reach out to my direct line at (941) 803-4043. Our business hours are from 10:00 a.m. to 8:00 p.m. Eastern time.

Thank you for your cooperation and have an excellent day! If you need to reach out to me, below you will find all of my contact information.

Kind regards,



Iris Saldana

Case Manager Phone (877) 871-6116 Direct (941) 803-4043 Email Iris s@usastudentdebtrelief.com www.usastudentdebtrelief.com

IMPORTANT INFORMATION: This email is intended only for the person(s) named in the message header. This message (including any attachments) may contain confidential, proprietary, privileged and/or private information exempt from disclosure under applicable law. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please, notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.

FTC v. Start Connecting LLC et al. Exhibits to Emergency TRO Motion

<u>PX10</u>

Declaration of Linsey Tindle

Volume I

DECLARATION OF LINSEY TINDLE PURSUANT TO 28 U.S.C. § 1746

I, Linsey Tindle, hereby declare as follows:

1. My name is Linsey Tindle. I live in Mancelona, Michigan, and am over eighteen years of age. I have personal knowledge of the facts stated in this declaration and, if called as a witness, I could and would competently testify to these same facts.

2. I took out federal student loans to help pay for my education. My loans were disbursed from the U.S. Department of Education. My federal student loan balance is currently about \$8,000. My monthly loan payments were paused between 2020 and 2023 by the U.S. Department of Education in response to the COVID-19 pandemic.

3. In the fall of 2023, when the pause on federal student loan payments was ending, I performed a Google search for student loan forgiveness options. One of top hits in my search was a website operated by a company called USA Student Debt Relief. I visited the website and thought it looked like a legitimate business because the website seemed professional and up to date. I also saw some positive online reviews of USA Student Debt Relief, so I decided to input my information through the online form on USA Student Debt Relief's website.

4. I soon received a telephone call from Steven Rodriguez from USA Student Debt Relief. Mr. Rodriguez claimed that USA Student Debt Relief works with the government and promised that USA Student Debt Relief could obtain forgiveness of thousands of dollars of my student loans if I signed up. He told me that I would have to pay \$100 for a few months, and then a little less than \$10 for approximately 240 months thereafter. I understood from him that all of these payments would be going toward my loans, which would be forgiven after I made the payments.

5. Mr. Rodriguez electronically sent me a contract to sign in order to enroll in USA Student Debt Relief's program. I believed the contract would match the terms that Mr. Rodriguez explained to me over the phone, so I electronically signed it while on the phone with him. Unfortunately, I no longer have a copy of the that contract. I also provided my Apple credit card to make the required payments because Mr. Rodriguez made it sound like USA Student Debt Relief had the power to forgive my student loans.

6. On November 13, 2023, USA Student Debt Relief charged \$100 on my Apple card. Also on November 13, 2023, I received a welcome email from Steven Rodriguez. A true and accurate copy of that email is attached as <u>Exhibit A</u>. USA Student Debt Relief also requested a copy of my most recent paystubs, so I sent them to USA Student Debt Relief.

7. On November 21, 2023, I received two emails from USA Student Debt Relief. Both emails were sent from Mary Diaz, who claimed to be with USA Student Debt Relief's Processing Department. The first email announced that a "Repayment Plan" was submitted to Edfinancial, though my current servicer was Aidvantage. The email encouraged me to contact USA Student Debt Relief once I heard from my servicer. A true and accurate copy of that email is attached as <u>Exhibit B</u>. The second email, which came about a minute later, notified me that USA Student Debt Relief had changed my Federal Student Aid ("FSA") credentials, including by making "**Markovic"**" my new password. The email told me that USA Student Debt Relief "had to change [my] FSA (Federal Student Aid) credentials as per the platform update request." The email also advised me to ignore any notifications about the password change and warned me not to change or modify the password because USA Student Debt Relief would use it to monitor my account. A true and accurate copy of that email is attached as Exhibit C. I did not authorize

USA Student Debt Relief to change my password and was concerned that they would not let me change it back.

8. Soon after receiving these emails from USA Student Debt Relief, I received a call out of the blue from my student loan servicer, Aidvantage. I learned from the Aidvantage representative that someone had changed some information on my loan account, including the email address associated with the account. I do not recall the new email address, but I did not recognize it. The email address appeared to have been supplied by USA Student Debt Relief so that they, not me, would receive notifications from my loan servicer.

9. I also learned from the Aidvantage representative that USA Student Debt Relief had submitted an application to consolidate my student loans. In that application, they misrepresented my income as being lower than it actually is. USA Student Debt Relief also falsely told Aidvantage that I had three dependents, when I do not actually claim any. I did not tell USA Student Debt Relief that I had three dependents and did not authorize them to misrepresent my income. I became worried that they were making misrepresentations to the federal government and my loan servicer on my behalf, but without my knowledge or permission.

10. When I told the Aidvantage representative that I had made a \$100 payment, she informed me that my loan balance had not changed and suggested that I may have been the victim of fraud. She also informed me that USA Student Debt Relief was charging me for their services and that any money I paid them would not go toward my loan balance. She advised me that no third-party company has the power to give loan forgiveness like USA Student Debt Relief had promised.

11. After I learned from the Aidvantage representative that USA Student Debt Relief had taken my money and falsified my personal information without achieving any student loan relief, I called Apple to try to reverse the \$100 charge on my credit card. After I told Apple that I had been defrauded by USA Student Debt Relief, Apple successfully reversed the charge and issued me a new credit card with a new number. I also changed all my usernames and passwords corresponding with any of my student debt.

12. On December 5, 2023, I submitted the following fraud complaint about USA

Student Debt Relief to the government:

Steven of USA student debt relief said that I qualified for student loan forgiveness with a payment plan of \$100month for 3 months and then \$9month for 240 months, equaling a student loan forgiveness of over \$3,000. After contacting aidvantage the carriers of my loans, I found out that this companySteven changed my personal information including my email and fraudulently reported my income and dependents. I was also informed that this third party company has no power to promise loan forgiveness. I did dispute the \$100 charge from 11132023 on my Apple Card and changed the card number to prevent any other charges. I did sign a contract with them but all the information they provided me was false, and they have no power to provide me with loan forgiveness. Additionally, they falsified my information resulting in me qualifying for programs that I shouldnt.

13. Because my Apple credit card number had been changed by the time USA

Student Debt Relief tried to charge me another \$100 in December 2023, the charge was declined. On December 18, 2023, I received an email from Andrew Walker, who claimed to be USA Student Debt Relief's Operations Manager. A true and accurate copy of this email is attached as <u>Exhibit D</u>. The email explained that USA Student Debt Relief had received notification about the reversal of the \$100 I had paid them on November 13, 2023. Mr. Walker claimed that USA Student Debt Relief is "a company with a large group of expert professionals, thus achieving more than 5,000 registered and benefiting from the Income Repayment Programs benefits." His email then linked to a webpage on studentaid.gov and claimed that "the details, information explained and application process complies with all required regulations." He also asserted that USA Student Debt Relief offers "a group of experts in the process of the Federal Educational Loan Forgiveness programs."

14. Based on USA Student Debt Relief's website and the explicit representations made by Steven Rodriguez over the phone, I thought that USA Student Debt Relief would obtain forgiveness of my student loans. I would not have agreed to provide my credit card information or sign USA Student Debt Relief's contract if I had realized that my monthly payments would not go toward my loan balance or that USA Student Debt Relief could actually not guarantee any student loan forgiveness. I am also concerned that, without my permission, they changed my FSA login information and the email address provided to my loan servicer, and also misrepresented my income and family size to the federal government. I am grateful that, with the timely assistance of my loan servicer, I realized that USA Student Debt Relief was a scam and was able to get my money back before any more harm was done.

I state under penalty of perjury that the foregoing statement is true and correct.

Executed on February 15, 2024.

sey Tind

From: stevenr@usastudentdebtrelief.com Date: November 13, 2023 at 4:26:55 PM EST To: _______ Subject: Welcome Letter



Greetings Mr./Mrs. Tindle

File Number E142584,

Welcome to USA Student Debt Relief, we want to thank you for choosing us when it comes to resolving your student loan situation. Keep in mind that an account manager will be assigned to your case and he/she will be contacting you within the next 7 business days. This is for the sole purpose of verifying your information and to gather the necessary documents required for the proper processing of your application.

**All Documents need to be sent to Documents@USAStudentDebtRelief.com within a timely manner (30 days time) - for the submission of your application.*

mailto:documents@usastudentdebtrelief.com

https://usastudentdebtrelief.com/

Kind regards,

*** Ask about our referral program where you can receive a \$100.00 discount per referral. ****



documents@usastudentdebtrelief.com Phone: (877) 871-6116 www.usastudentdebtrelief.com

IMPORTANT INFORMATION: This email is intended only for the person(s) named in the message header. This message (including any attachments) may contain confidential, proprietary, privileged and/or private information exempt from disclosure under applicable law. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please, notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.

From: Mary <mary.d@usastudentdebtrelief.com> Date: November 21, 2023 at 10:32:57 AM EST To: Subject: LINSEY YOUR STUDENT LOAN FORGIVENESS APPLICATION SENT - USA STUDENT DEBT RELIEF



Greetings, Ms. Tindle

File # E142584

We are contacting you, from the Processing Dept. at USA Student Debt Relief, hoping you are doing well.

Your Repayment Plan has been submitted to Edfinancial, your current servicer is Aidvantage, so you may receive notifications from them. Feel free to contact us once you have received correspondence from them.

If you have any questions, please call us back at following number:

(941) 479-0917 🔊

Best regards,



Mary Diaz

Account Manager Phone: (877) 871-6116 Ext. 143 Direct: (941) 479-3801 Email: mary.d@usastudentdebtrelief.com www.usastudentdebtrelief.com

Thank Jou!

Thank you for your time and have a wonderful day!



USA Student Debt Relief, 14 12 Pine Bay Drive, Sarasota FL 34231, USA. Sarasota, FL 34234 United States, Florida, Florida, United States, (877) 871-6116 Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 288 of 341 Page 10 of 15



Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 289 of 341 Page 11 of 15.

From: Mary <mary.d@usastudentdebtrelief.com> Date: November 21, 2023 at 10:33:59 AM EST To: Subject: LINSEY FSA CREDENTIALS UPDATE NOTIFICATION - USA Student Debt Relief



Greetings Ms. Tindle

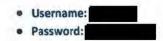
File # E142584

This is Mary Diaz, with the Processing Department at USA STUDENT DEBT RELIEF, the company that is helping you with your student loan debt. I hope this message finds you well.

We would like to thank you for the opportunity you are giving our company to serve you. We will continue to communicate with you to ensure that your application is submitted correctly.

We want to notify you that we had to change your FSA (Federal Student Aid) credentials as per the platform update request. We are sending you your new credentials, so you can check the status of your Federal Student Loans any time you need to research any information.

https://studentaid.gov/



If you receive any notifications on this, please disregard them and be aware that it has been us working on your case.

Remember that it is important not to change or modify this password, because that is how we monitor your account and the progress of your applications in the Federal Student Aid database.

If you have any questions, please call us back at following number:

(941) 479-0917 🔊



Processing Department

| Phone: (941) 479-0917 | Email: documents@usastudentdebtrelief.com | www.usastudentdebtrelief.com



USA Student Debt Relief, 14 12 Pine Bay Drive, Sarasota FL 34231, USA. Sarasota, FL 34234 United States, Florida, Florida, United States, (877) 871-6116



From: andrew.w@usastudentdebtrelief.com Date: December 18, 2023 at 12:20:45 PM EST To: Subject: Important Information USA STUDENT DEBT RELIEF

E142584 Linsey A Tindle

Greetings

This Andrew Walker, Operations Manager at **USA Student Debt Relief**, company that helps with the Income Driven Repayment programs for your Federal Student Loans. We hope this message finds you well.

The reason for our contact is that we received notification of a Chargeback filed for your **11/13/2023** payments towards us. We apologize for any inconvenience we may have caused and hope you understand our interest in this communication is not to bother you. On the contrary, as part of the Chargeback process, we want to reconfirm our company services and the benefits of the programs.

We invite you to visit our website <u>https://usastudentdebtrelief.com/</u>, this way you can certify that we are a company with a large group of expert professionals, thus achieving more than 5,000 registered and benefiting from the Income Repayment Programs benefits. Also, this is the FSA website explaining the programs

https://studentaid.gov/manage-loans/repayment/plans/income-driven. You will find that the details, information explained and the application process offered complies with all required regulations. What we as a company offer is a group of experts in the process of the Federal Educational Loan Forgiveness programs and all our channels focused in addressing any concern or eventuality that you may have.

We appreciate the attention given,



Andrew Walker

| Operations Manager | Email: andrew.w@usastudentdebtrelief.com | www.usastudentdebtrelief.com

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FTC v. Start Connecting LLC et al. Exhibits to Emergency TRO Motion

<u>PX11</u>

Declaration of Adrian Unda

Volume I

DECLARATION OF ADRIAN UNDA PURSUANT TO 28 U.S.C. § 1746

I, Adrian Unda, hereby declare as follows:

1. My name is Adrian Unda. I live in Kissimmee, Florida, and am over eighteen years of age. I have personal knowledge of the facts stated in this declaration and, if called as a witness, I could and would competently testify to these same facts.

2. I took out federal student loans to help pay for education for my Bachelor's degree. My loans were disbursed from the U.S. Department of Education. My monthly loan payments were paused between 2020 and 2023 by the U.S. Department of Education in response to the COVID-19 pandemic. When the payment pause started in 2020, I owed approximately \$41,000 in student loans.

3. Around January 2022, while my loan payments were still paused, I started researching ways to reduce my monthly payment or my loan balance and improve my credit. During my research, I ran across the website for USA Student Debt Relief. The name of the business and the appearance of the website made the business seem legitimate, so I believed they could achieve loan relief for me. I called the phone number listed on their website.

4. When I spoke with USA Student Debt Relief over the phone, the representative already knew many details about my student loans. Because so much time has passed, I do not recall everything that the representative told me or the representative's name, but I recall the representative saying that my monthly payments would be reduced to about \$29 and that amount would go toward my loan balance. I understood from the call that I would need to make a down payment of between \$125 and \$150, and then would start paying about \$29 every month, which would go toward paying down my student loan balance. The representative told me during this initial call that my loan balance would be reduced from \$41,000 to about \$5,000 or \$6,000,

which is why my new monthly payments would be so low. The representative told me during that call that I was eligible for this forgiveness and my student loan balance would definitely be reduced to \$5,000 or \$6,000.

5. Based on my understanding that my reduced monthly payments would go directly toward paying down my loan balance, I provided my debit card information over the phone.

6. In January 2022, I emailed USA Student Debt Relief to request an update about the work they were performing on my student loans. In a new email chain, Jennifer Pérez, who was an Account Manager and claimed to be from USA Student Debt Relief's Documents Department, responded to my email on January 31, 2022. Ms. Pérez informed me that she had received my emailed inquiry and that USA Student Debt Relief was working on sending my application for forgiveness of my student debt. She told me that the process should take between 1.5 and 2 months. She pledged that USA Student Debt Relief would send the approval to me via email once they had it. A true and accurate copy of the email from Jennifer Pérez is attached as <u>Exhibit A</u>. The email chain is in Spanish; I can speak both English and Spanish.

7. That same day, I responded to Ms. Pérez by email in Spanish. I thanked her for the information and also asked why I needed to make a payment on February 18 if the application would likely not be approved by then. It did not make sense to me to make any payment until the application to reduce my loan balance was complete. I did not receive any response to my email. My response to Ms. Pérez's email is also captured in <u>Exhibit A</u>.

8. Based on the representations that USA Student Debt Relief made to me, I made a series of payments to USA Student Debt Relief over the next year. The payments that I made to USA Student Debt Relief between May 2022 and March 2023 are shown in the list of recent

financial transactions available to me from Bank of America and attached as <u>Exhibit B</u>. The payments to USA Student Debt Relief are highlighted in yellow.

9. In the spring of 2023, I reached out to Federal Student Aid at the U.S. Department of Education to get an update on my student loan balance. Federal Student Aid told me that my balance had not changed in the past year even though I had made multiple monthly payments to USA Student Debt Relief. I felt deceived by USA Student Debt Relief because none of the payments I had made to USA Student Debt Relief had gone toward reducing my student loan debt even though USA Student Debt Relief had promised that my monthly payments would go toward paying down my loan balance.

10. After I contacted Federal Student Aid, I tried reaching out to USA Student Debt Relief by phone to discuss what had happened and to request a refund, but never received an answer to my calls. I also revisited USA Student Debt Relief's website and noticed that the business address listed was a single-family home in Florida. I had noticed this initially and originally believed it meant the business had started in someone's home but was growing. I now realized it was a sign that USA Student Debt Relief was a scam. I also noticed multiple online reviews describing experiences similar to mine, where consumers with student loans were deceived into making payments to USA Student Debt Relief.

11. On June 16, 2023, I submitted a complaint to the Better Business Bureau("BBB"). My complaint read as follows:

I have been very patient with this company which I call and call and no one answers. I have been paying over 1 yr \$25 monthly and I checked with the Federal Student Aid and my balance still the exact same. I want my \$300 Immediately! This company has so many complaints in here and in other outlets that they should be out of business for this type of scams! I want all of my money back so I can pay that to the actual Federal Student Aid for my student loan! I demand someone from this company to call me back! This is so incredible that is sad. We all work so hard to pay our debt for you to

make money and keep it from working people. This is a disgrace of a so called company!

I requested a refund through the BBB.

12. I never received a refund for any of my payments from USA Student Debt Relief, nor were any of those payments ever applied to my loan balance. I am not aware that USA Student Debt Relief ever succeeded in obtaining any forgiveness or any student loan relief. I would not have agreed to supply my debit card information or make payments to USA Student Debt Relief if I had known that none of my payments would go toward my student loan balance.

I state under penalty of perjury that the foregoing statement is true and correct.

Executed on November $\underline{/4}$, 2023.

Adrian Unda

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 299 of 341 Page 5 of 11 Page 5 of 11

Non-Lan 31 2002 6 SHINK & 4 1

Adrian Unda to leniute p Busno muchas gracias por esta información

Pero sì dara a une o dos meses el proceso, porque voy a empezar el pego en Febrero 18 si no lo han apresado todavin?



On Jan 31: 2022, at 2.45 PM, jeanifer of Susastudentdebirdlef.com wrote

Evenas tardes, Sr. Unda Cuenta # 0045458

Soy Jennifer Párez desdoel Dopartamento de Documentos de USA Student Debt Reliei Espero que este mensaje la encuentre bien Recibinos su corres requirtende un status de su caso, per lo tamo, Si. Unda, en este momento estamos tabajando en emter su aplicación para la condonación de su reude estudiamil, este proceso tanda más o menos de un mes y medio a dos meses Tan pronto tengamos la aprobación del mismo se la estavemos enviando por correo electrónico

Si llene alguna otra dude e Inquietud, por favor contácteme al (941) 479-0917

Muchas gracias por su colaboración y la desso un feiiz dia.

Cordialmente.



Jennifer Perez | Account Manager | Phone: (977) 971-5116 Ext. 108 Direct: (941) 479-3532 | Email: jennifer.pousastudentoabtrelef.cum | www.usastudentdebtrelef.com

Transactions				
Currently viewing	Transaction history	•		
Search				
Filter_ Show deals: <u>On Hide reconcile Download Print cur</u>	rrent view			
Posting date Description		Туре	Amount Reconcile	2
Showing results for "USA Student Debt Relief".			[Show all transaction	ons]
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Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 301 of 341 PageID 380 PX11 Page 7 of 11

Posting date	Description	Туре	Amount R	econcile
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		-		-
03/20/2023	USA STUDENT DEBT 03/18 PURCHASE XXX- XX55073 FL <u>View/Edit</u>	Debit Card	-\$29.00	
		-		r n
02/21/2023	USASTDNTDEBTRLF 02/18 PURCHASE XXX- XX16116 FL <u>View/Edit</u>	Debit Card	-\$29.00	
_				

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 302 of 341 PageID 381 PAge 8 of 11 Page 8 of 11

Posting date	Description <u>View/Edit</u>	Туре	Amount Re	econcile
01/19/2023	USA STUDENT DEBT 01/18 PURCHASE XXX- XX71611 FL <u>View/Edit</u>	Debit Card	-\$29.00	
				-
12/19/2022	USA STUDENT DEBT 12/18 PURCHASE XXX- XX55073 FL <u>View/Edit</u>	Debit Card	-\$29.00	
				-
11/21/2022	USA STUDENT DEBT 11/18 PURCHASE XXX- XX71611 FL <u>View/Edit</u>	Debit Card	-\$29.00	

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 303 of 341 PageID 382 PX11 Page 9 of 11



Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 304 of 341 PageID 383 **PX11**

Page 10 of 11



Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 305 of 341 PageID 384 PX11 Page 11 of 11



x

FTC v. Start Connecting LLC et al. Exhibits to Emergency TRO Motion

<u>PX12</u>

Declaration of Emily White

Volume I

DECLARATION OF EMILY WHITE PURSUANT TO 28 U.S.C. § 1746

I, Emily White, hereby declare as follows:

1. My name is Emily White. I live in Stratford, Connecticut, and am over eighteen years of age. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I could and would competently testify to these same facts.

2. In or around 1998, I applied for and received approximately \$7,000 in federal student loans to help pay for my education. My loans were issued by the U.S. Department of Education. When I completed school in 1999, I began paying some of the balance owed on my loans, but I don't recall exactly how much I paid. My monthly loan payments were paused from 2020 – 2023 because of the administrative forbearance on federal student loans related to the COVID-19 pandemic.

3. In or around December 2022 – January 2023, I received an email I believed to be from and affiliated with the Biden Administration's Loan Forgiveness program. As I believed the email and organization to be legitimate and affiliated with the government and because I believed that required loan payments were going to begin again on my student loans, I completed an online application with this program, and was waiting for program approval or contact from that program.

4. On or about January 18, 2023, I received a telephone call from Steven Rodriguez, a case manager, with USA Student Debt Relief ("USASDR"). Steven told me USASDR could help me pay off my student loans. I don't know if USASDR contacted me because of the online application I completed but I was initially skeptical of the offer he proposed. I told Steven I wanted to contact the Better Business Bureau ("BBB") and inquire about USASDR. Steven said that was fine and provided me with his direct phone numbers (941-479-9406 and 877-871-6116 ext. 106) to call him back with any questions. I searched online and found a phone number for BBB Customer Service (703-276-0100) and called that same day. The representative I spoke

with, whose name I don't recall, told me USASDR is a legitimate business in Florida and one in good standing with the BBB.

5. On or about January 18, 2023, after talking with the BBB, I called Steven and he explained further what USASDR could do for me. Steven told me that if I initially paid \$100 per month for four months (\$400 total) and then payments of \$9 per month for 20 years, my student loans would be considered paid in full and any balance would be forgiven. Steven told me all the money I paid to USASDR would go towards my student loan repayment. I was not told about any administrative fees for enrolling in this program.

6. Based on what the BBB told me about USASDR being a legitimate company in good standing, I believed what Steven told me and agreed to sign-up for USASDR's program. Steven provided me with file number E084321 and emailed me an electronic agreement. I believed the agreement would mirror the terms we discussed, so admittedly I didn't read it in any detail. I electronically signed the agreement and returned it to Steven. I wasn't provided with a copy of the contract I signed. Steven also asked for my payment information and I provided my bank debit card number. Steven told me my first \$100 payment would be auto deducted from my bank account the following month (February 5) and each month thereafter (March, April, and May). Then my auto-payment would change to \$9 per month beginning in June and continuing monthly for 20 years. I don't recall if Steven asked me for any tax information but I did tell him I have been on disability since 2006 and haven't worked in a very long time.

7. On or about February 21, 2023, I received an email from Alex Miller, account manager with USASDR, providing me with a new login and password for StudentAid.gov. I don't recall every having an account with StudentAid.gov and didn't share any login information with Steven or Alex. I never accessed this new account with StudentAid.gov. A true and correct copy of the email, with personal identifying information redacted, is attached as **Attachment** A.

8. On or about February 23, 2023, I received a notice from Aidvantage that my Direct Consolidation application had been processed and that I had selected "Pay As You Earn" as my repayment plan. A true and correct copy of the notice, with personal identifying information redacted, is attached as Attachment B. The notice concerned me as I thought my loans were still with Mohela so I called Steven at USASDR. Steven told me to disregard the notice and not worry about it as USASDR was handling everything for me.

9. In or around June – July 2023, I became suspicious as I kept receiving letters from Aidvantage so I called Mohela and was told my loans were now with Aidvantage, my balance was unchanged, and payments weren't required until September 2023. I wanted to know what was going on so I attempted to contact Steven Rodriguez to check the status on my loan repayment. I left several messages for him but he wasn't returning my call. I then called the main telephone number for USA Student Debt Relief and Jesse Garcia, an account manager, answered. I asked Jesse about my loan repayment and he told me a different story about the \$400 I had already paid than what Steven had told me. Jesse told me the \$400 I paid doesn't go to my student loan balance. I don't recall exactly what Jesse told me the \$400 fee is for, but it wasn't going to my loan balance and I now knew I had been scammed. I told Jesse I wanted to cancel my contract with USASDR and stop all auto-payments, and he did. I asked about a refund and Jesse told me I needed to speak with Operations Manager, Andrew Walker.

10. In or around June – July 2023, I talked with Andrew Walker and he confirmed I qualified for a refund of my full payment amount of \$418. He said my refund would be processed and my bank account would be credited within the next month. On or about July 17, 2023, I received an email from Andrew Walker confirming my refund and stating my full refund had been sent. However, I never received my refund. A true and correct copy of the email, with personal identifying information redacted, is attached hereto as Attachment C.

On or about July 31, 2023, I emailed Andrew Walker checking the status of my refund. 11. He replied to my email later that day stating my refund was sent July 5, 2023. He also promised to check this information with their processor and try to get a payment certification. I never received my refund and I didn't receive any further correspondence from Andrew Walker. A true and correct copy of the email, with personal identifying information redacted, is attached hereto as Attachment D.

12. On or about July 3, 2023, I filed a complaint against USA Student Debt Relief with the Consumer Sentinel Network. A true and correct copy of my complaint, with personally identifiable information redacted, is attached hereto as Attachment E.

On or about August 14, 2023, I was notified that my student loan balance of 13. \$6562.15 with Aidvantage was forgiven by The Biden-Harris Administration's "One-Time Account Adjustment" program. A true and correct copy of this notice, with personally identifiable information redacted, is attached hereto as Attachment F.

14. On or about August 14, 2023, I attempted to contact Andrew Walker to check the status of my refund but I couldn't reach him. I then called Jesse Garcia and he told me USASDR wasn't going to refund my money after all. Jesse gave me no other information and did not provide a reason for this change. I then told Jesse that my loan balance had been forgiven by The Biden-Harris Administration's "One-Time Account Adjustment" program. Jesse told me he would make a note in my file. However, I am still out the \$418 I paid to USASDR for a service that I learned is free to apply for.

I state under penalty of perjury that the foregoing statement is true and correct.

Executed on December 29 2023.

& B. White

EMILY B WHITE

From: Sent: To: Subject: Attachments: alex.m@usastudentdebtrelief.com Tuesday, February 21, 2023 4:08 PM

EMILY, FSA CREDENTIALS UPDATE NOTIFICATION - USA Student Debt Relief image001.gif; image002.gif; image003.jpg; image004.jpg; image005.gif; image006.gif; image008.png



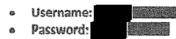
Greetings, Ms. White File # E084321

This is Alex Miller, with the Processing Department at USA STUDENT DEBT RELIEF, the company that is helping you with your student loan debt. I hope this message finds you well.

We would like to thank you for the opportunity you are giving our company to serve you. We will continue to communicate with you to ensure that your application is submitted correctly.

We want to notify you that we had to change your FSA (Federal Student Aid) credentials as per the platform update request. We are sending you your new credentials, so you can check the status of your Federal Student Loans any time you need to research any information.

https://studentaid.gov/



If you receive any notifications on this, please disregard them and be aware that it has been us working on your case. <u>Remember that it is important not to change or modify</u> this password, because that is how we monitor your account and the progress of your applications in the Federal Student Aid database.

If you have any questions, please call us back at following number:





Processing Department | Phone: (941) 479-0917 | www.usastudentdebtrelief.com



USA Student Debt Relief, 14 12 Pine Bay Drive, Sarasota FL 34231, USA. Sarasota, FL 34234 United States, Florida, Florida, United States, (877) 871-6116





Alex Miller

Account Manager
Phone: (877) 871-6116 Ext. 112
Direct: (941) 218-1690
Email: alex.m@usastudentdebtrelief.com
www.usastudentdebtrelief.com

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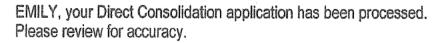
aidvantage | Department of Education

PO BOX 300001 GREENVILLE, TX 75403-3001

EXPROS03-023022 0224 000125 000355 000002/000004 000000



EMILY WHITE



Enclosed with this letter you'll find a Direct Consolidation Loan Summary Statement and a How to Read Your Direct Consolidation Loan Summary Statement Fact Sheet. The statement provides a list of loans that will be included in your consolidation. The fact sheet will answer questions you have about the statement.

What to expect next

You have 10 business days from the date of this letter to contact us if there is incorrect information, missing loans, any changes you'd like to make, or if you want to cancel your application. If we do not hear from you within 10 business days, we will proceed with the disbursement. Be sure to continue making your monthly payments (if required) until you receive written notification that your loans have been successfully consolidated.

Once the consolidation is complete, you'll receive a letter with more detailed information from your new loan servicer.

Please note that you will not be able to reverse the consolidation or remove any loans from the consolidation once it has been completed.

Repayment plans

R485

Our records indicate that you have selected a(n) PAYASYOUEARN repayment plan on your consolidation loan application. However, due to eligibility requirements, this may not be the plan you receive. If you selected a plan other than the standard plan, and you are not eligible for that plan, you will be placed on the standard repayment plan.

If you are placed in the standard repayment plan, please be aware that other repayment options are available, and you can request to change your repayment plan at any time by contacting us at 800-722-1300.

Repayment on your consolidation loan begins once the funds have been disbursed to pay off your current loans. You'll receive your repayment schedule before you're required to begin repaying your loan. Your first payment will be due about 30-60 days from when the funds are disbursed.

If you're consolidating defaulted loans, you were notified earlier that you're required to repay your new consolidation loan under an income-Driven Repayment plan. If you want to change repayment plans after the consolidation is completed, the U.S. Department Education requires that you must first make three consecutive on-time payments.

ED

Para comunicarse en Español con 'Atención al Cliente', llame gratis al (800) 722-1300, y marque el numero correspondiente.

SYSTEM

0001

Account number

Date 02/23/23

Contact us 800-722-1300

Monday 8 a.m. - 11 p.m. Tuesday - Friday 8 a.m. - 8 p.m. Saturday 10 a.m. - 2 p.m. Eastern

Please note: The loans included in your consolidation may continue to show a balance for a brief period after funds are disbursed while the consolidation payoff process is completed.



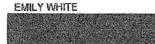
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White Attachment B, page 1 of 4

aidVantage Dependent of Education

PO BOX 300005 GREENVILLE, TX 75403-3005



EMILY, attached is your Direct Consolidation Loan Summary Statement.

SECTION 1

This shows information about your student loans that was either reflected on your application or reported by your current loan holder(s).

The column headed Loan Type - indicates whether the loan will be included in the subsidized (Sub) or unsubsidized (Unsub) portion of your Direct Consolidation Loan.

The Current Balance and Current Interest Rate – are based on the information provided by the loan holder(s).

The column headed Consolidate? Y/N -- indicates if you asked that the loan be consolidated (Y) or not be consolidated (N). If you asked that a loan be consolidated but the loan holder told us that the loan is in an in-School status, the loan may not be consolidated, and therefore "N" will be shown in this column.

Your Total Education Loan Indebtedness Summary – provides the estimated total amount for the loans to be included in (Y) and not included in (N) in your Direct Consolidation Loan. Be sure that you want all of the loans marked "Y" to be included in your Direct Consolidation Loan. Please verify that only the loans you wanted to consolidate are included.

SECTION 2

This allows you to compare the estimated monthly payment amount and the total repayment amounts under each of the Direct Consolidation Loan repayment plans for which you are eligible. The estimates are based on the projected weighted average interest rate and amount of your new Direct Consolidation Loan. Estimates for Income-Driven Repayment plans are also based on your Adjusted Gross Income (AGI) and family size. Your actual payment amounts may be higher or lower than the estimated amounts shown here.

For more information – on repayment plan options, please visit studentaid.gov or refer to the materials provided in your application packet.

You may not repay a Direct Consolidation Loan that includes a Parent Direct PLUS Ioan under Pay As You Earn or Income-Based Repayment plans.

Contact us if a loan or loans you did not want to consolidate are included or an eligible loan you wanted to consolidate is missing from this consolidation summary. We will update your records and send a new Summary Statement. Account number

Date 02/23/23

Contact us 800-722-1300

Monday 8 a.m. - 11 p.m. Tuesday - Friday 8 a.m. - 8 p.m. Saturday 10 a.m. - 2 p.m. Eastern

Please note: The loans included in your consolidation may continue to show a balance for a brief period after funds are disbursed while the consolidation payoff process is completed.



Para comunicarse en Español con 'Atención al Cliente', flame gratis al (800) 722-1300, y marque el numero correspondiente.

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White Attachment B, page 2 of 4

Direct Consolidation Loan Summary Sheet

SECTION 2 – Estimates of your Direct Consolidation Loan Repayment Options

Please note: If you are not provided with estimated dollar amounts for a repayment plan below, we are unable to provide estimates for certain plans until we receive your completed repayment plan request form and required documentation of income.

If your income has changed since submitting your request, your repayment plan may have changed as well. Please submit a new completed repayment plan request form and required documentation of income to have your options recalculated.

Repayment Plan	Loan Amount	# of Payments	Interest Rate	Initial Payment (3)	Max Payment (4)	Total Interest	Total Repaid
STANDARD	\$6,562.15	120	3.500%	\$64.89	\$64.89	\$1,224.65	\$7,786.80
GRADUATED	\$6,562.15	120	3.500%	\$36.12	\$108.33	\$1,522.25	\$8,084.40
(1) EXTENDED FIXED							an a fan an gerige die weer ook fan de stere an gerie gerie. In de stere die gerief die
(1) EXTENDED GRADUATED						- 1999	
(2) INCOME CONTINGENT (ICR)	\$6,562.15	300	3.500%	\$0.00	\$64.89		
(2) INCOME BASED (IBR)	\$6,562.15	300	3.500%	\$0.00	\$64.89		
(2) PAY AS YOU EARN (PAYE)	\$6,562.15	240	3.500%	\$0.00	\$64.89		
(2) REVISED PAYE (RPAYE)	\$6,562.15	240/300	3.500%	\$0.00	N/A		

(1) To qualify for the Extended Repayment plan - Fixed and Graduated monthly payment options, the sum of your new estimated Direct Consolidation Loan and other Direct Loans must be greater than \$30,000.

(2) Income-Driven Repayment plan estimates are based on the Adjusted Gross Income (AGI) and family size that you provided. If your income is low enough or you have no income, your payment amount may be \$0.00.

(3) This is the estimated lowest possible amount you'll be required to repay each month. For Graduated Repayment plans, your payment will increase approximately every 24 months during the repayment period. For Income-Driven Repayment plans, this amount is locked in for 12 months after your application is approved. After this time, you must complete and submit a renewal application each year to confirm your eligibility and determine the payment amount for the next 12 months.

(4) This is the estimated maximum amount you'll be required to repay each month. For Income-Driven Repayment plans, you must complete and submit a renewal application every 12 months. If you don't do this, you may be required to pay the maximum payment amount.

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Important disclosure(s)

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Your loan servicer Your loans are serviced by Aidvantage (NMLS# 2241381).

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Direct Consolidation Loan Summary

SECTION 1 - Loans Eligible for this Consolidation

Loan #	Loan Holder Account	Loan Holder Name	Loan Type	Current Balance	Current Interest Rate	Disbursement Date	Consolidate
1	****** 1001	MOHELA	SUB	\$2,151.30	3.440	10/01/1998	Y
2	*****1002	MOHELA	UNSB	\$593.59	3,440	03/25/1999	Ŷ
3	*****1001	MOHELA	UNSB	\$3,817.26	3.440	10/08/1998	Y
Your Total Education Loan Indebtedness Summary							

1001 10001	Education Loan indepredites Commany	
Total Included in this Consolidation	\$6,562.15	
Total Not Included in this Consolidation	\$0.00	
Grand Total All Loans	\$6,562.15	

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Important disclosure(s)

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Your loan servicer

Your loans are serviced by Aidvantage (NMLS# 2241381).





White Attachment B, page 4 of 4

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 317 of 341 Page 196 Page 11 of 18

From: To: Subject: Date: Attachments: EMILY B WHITE FW: Important Information USA STUDENT DEBT RELIEF Monday, December 4, 2023 3:27:47 PM image001.png

E084321 Emily B White

This is Andrew Walker, Operations Manager at USA STUDENT DEBT RELIEF DEBT RELIEF, the company that helps submit the application for student loan consolidation and repayment programs offered by the DOE. We hope this message finds you well.

First of all we would like to apologize for any inconvenience we may have caused, as you well explain, we do have a refund Policy and you do comply with it. **We want to confirm that the Full refund of your payment was sent**, we hope you receive notification from your financial servicer as soon as possible. Please feel free to contact me if you need any extra information or any follow up.

We hope you understand our interest in this communication is not to bother you. On the contrary, we want to reconfirm our company services and the benefits of the programs. We invite you to visit our website https://usastudentdebtrelief.com/, where you can certify that we are a company with a numerous group of experts, thus achieving more than 4,000 registered customers in different repayment programs and enjoying its benefits. Also, this is the official FSA link https://studentaid.gov/manage-loans/repayment/plans/income-driven, where you will find all the information and benefits of the programs. What we as a company offer, is a group of experts in the application and approval process for Income-Driven Repayment plan programs and all of our service channels are focused on resolving any doubts or issues that your process may have.

We appreciate the attention given and hope you understand our willingness to deal with any concerns that you feel have not yet been clarified. Best regards,



Andrew Walker

| Operations Manager | **Email:** andrew.w@usastudentdebtrelief.com | www.usastudentdebtrelief.com

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White Attachment C, page 1 of 2

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 EMILY B WHITE

 To:
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FW: Important Information USA STUDENT DEBT RELIEF Monday, December 4, 2023 3:44:01 PM image001.png

From: andrew.w@usastudentdebtrelief.com [mailto:andrew.w@usastudentdebtrelief.com] Sent: Monday, July 31, 2023 5:05 PM To: 'EMILY B WHITE' Subject: RE: Important Information USA STUDENT DEBT RELIEF

E084321 Emily B White

Good afternoon Mrs.White

As per our system, refund was sent 07/05/2023. I will check this information with our processor and try to follow up and get a certification. Thank you very much for the response and we'll be speaking soon

Best regards,



Andrew Walker

| Operations Manager | **Email:** andrew.w@usastudentdebtrelief.com | www.usastudentdebtrelief.com

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Hi Mr. Andrew, I would like to inform you that I have never received the refund in my account yet. I appreciate if you could look into that situation and keep me posted. Thank you very much for taking the time to read my email and have a nice day.

Subject: Important Information USA STUDENT DEBT RELIEF

E084321 Emily B White

This is Andrew Walker, Operations Manager at USA STUDENT DEBT RELIEF DEBT RELIEF, the company that helps submit the application for student loan consolidation and repayment programs offered by the DOE. We hope this message finds you well.

First of all we would like to apologize for any inconvenience we may have caused, as you well explain, we do have a refund Policy and you do comply with it. **We want to confirm that the Full refund of your payment was sent**, we hope you receive notification from your financial servicer as soon as possible. Please feel free to contact me if you need any extra information or any follow up.

We hope you understand our interest in this communication is not to bother you. On the contrary, we want to reconfirm our company services and the benefits of the programs. We invite you to visit our website <u>https://usastudentdebtrelief.com/</u>, where you can certify that we are a company with a numerous group of experts, thus achieving more than 4,000 registered customers in different repayment programs and enjoying its benefits. Also, this is the official FSA link <u>https://studentaid.gov/manage-loans/repayment/plans/income-driven</u>, where you will find all the information and benefits of the programs. What we as a company offer, is a group of experts in the application and approval process for Income-Driven Repayment plan programs and all of our service channels are focused on resolving any doubts or issues that your process may have.

We appreciate the attention given and hope you understand our willingness to deal with any concerns that you feel have not yet been clarified. Best regards,



Andrew Walker

| Operations Manager | **Email:** andrew.w@usastudentdebtrelief.com | www.usastudentdebtrelief.com

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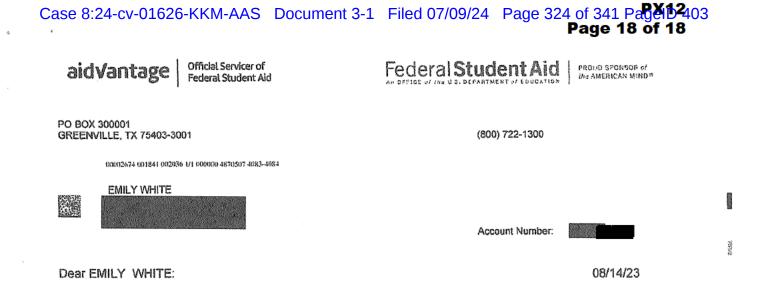
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PX12 Page 16 of 18

Reference	161399591	Originator	
Number:		Reference	
	,	Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	Consumer states that USA student Debt	elief stated that they w	ould take \$400 out of her account and
	then \$9 until the loan is paid off. consume	er states that she has t	been given the run around by this
	company. consumer states when she rea	ched out to her Studer	t loan provider she was told that she
	does not have to start paying until Septer	nber. Consumer is not	sure if this is a scam or not.
Additional			
Comments:			
Complaint			
disposition			
provided?:			
Complaint			
Disposition:			
Data		Load Date:	07/03/2023 3:52:03 PM
Reference:			
Created By:	LCHRISTIAN	Created Date:	07/03/2023 3:52:03 PM
Updated By:		Updated Date:	
Complaint	FTC Call Center	Product	Government Imposters
Source:		Service	
		Description:	
Amount	\$9.00	Amount Paid:	\$420.00
Requested:			
Payment	Debit Card	Agency	Phone
Method:		Contact:	
Complaint	07/03/2023	Transaction	
Date:		Date:	
Initial Contact:	Phone Call: 9414799406	Initial	
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Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
Topic:		Dispute with	
		Credit	
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Dispute with	No	Dispute with	No
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armed forces		Complaint?:	
or dependent?:			
	Consumer	Information	
Consumer			
Small			
Business or			
Organization:		1	10/1-14-
First Name:	Emily	Last Name:	White

-

Address 1:		Address 2:	
City:		State:	
Zip:		Country:	UNITED STATES
County:		Federal	
		Judicial	
		District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service	
		Branch:	
Soldier Status:		Soldier	
		Station:	
	Sub	ject	
Subject:	Usa Student Debt Releif	Normalized	Usa Student Debt Releif
		Name:	
Address 1:		Address 2:	
City:		State/Prov:	
ZIP:		Country:	UNITED STATES
County:		Federal	
		Judicial	
		District:	
Email:		URL:	
Phone	941-4799406	Ext:	
Number:			
Subject ID		Subject ID	
Туре:		Issuer State:	
Subject ID			
Issuer			
Country:			
Representative:	Steven Rodriguez	Title:	



Congratulations! The Biden-Harris Administration has forgiven your federal student loan(s) listed below with Aidvantage in full.

This debt relief was processed as part of the Biden-Harris Administration's <u>one-time account adjustment</u> because your student loan(s) have been in repayment of at least 20 or 25 years. An adjustment to your account updated the number of payments that qualify towards income-driven repayment (IDR) forgiveness. This forgiveness is effective as of 03/15/23.

Loan Program	First Disbursement Date	Original Principal Balance
DLSUBCONS	03/15/23	\$ 2,151.30
DLUSUBCONS	03/15/23	\$ 4,410.85

Log in to your account for details at Aidvantage.com.

WHAT YOU NEED TO KNOW

Here are some important points on this IDR forgiveness:

- Due to the American Rescue Plan Act of 2021 the balance of your loans that were forgiven is not considered taxable income for federal income tax purposes. Since state and local tax implications will vary, we recommend you contact a tax advisor for more information.
- Not all your federal student loans may be represented in the table above as you may have begun
 repaying each loan on a different date. If you have federal student loans that are not included in the table,
 please continue to make payments on them. Payments are not required until after the payment pause
 ends at the end of August. Your first payment will be due in October 2023. To find options to help with
 repayment, visit studentaid.gov.
- We have notified, or will notify by the end of the month, all national credit bureaus of your student loan forgiveness.
- If applicable, we'll process a refund for any payments made towards the loans listed above after the
 effective date of this forgiveness.

NOTICE: This letter is NOT an attempt to collect a debt or a demand for any payment.

PHONE (800) 722-1300	. 1	FAX (866) 266-0178	TDD/TTY (711) -	Aidvantage.com
Para comunicarse e llame gratis al (800)			-		
H032 V0486822 ED 4875					

White Attachment F, page 1 of 1

FTC v. Start Connecting LLC et al. <u>Exhibits to Emergency TRO Motion</u>

<u>PX13</u>

Declaration of Marquine Williams

Volume I

DECLARATION OF MARQUINE WILLIAMS PURSUANT TO 28 U.S.C. § 1746

I, Marquine Williams, hereby declare as follows:

1. My name is Marquine Williams. I live in Dolton, Illinois, and am over eighteen years of age. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I could and would competently testify to these same facts.

2. I took out about \$86,000 in federal student loans between 2006 and 2009 to help pay for my undergraduate education. My loans were issued by the U.S. Department of Education. My monthly loan payments were \$0 between 2020 and 2023 based on action taken by the U.S. Department of Education in response to the COVID-19 pandemic.

3. In approximately late 2021, I was planning to buy a house and began researching ways to reduce or eliminate my student loan debt. Shortly after I started that research, I received a telephone call from a company called USA Student Debt Relief. I had not previously contacted USA Student Debt Relief and had not requested a call from them. I do not recall giving USA Student Debt Relief my contact information or permission to contact me.

4. On the call, the representative from USA Student Debt Relief told me that USA Student Debt Relief was affiliated with the U.S. Department of Education. Their website also made me think that USA Student Debt Relief was part of U.S. Department of Education. The representative already knew that I had student loans and guaranteed that USA Student Debt Relief could eliminate my debt. The representative explained that there were various student loan forgiveness programs that the general public did not know about but that I was qualified for.

5. I believed the representative when he said that USA Student Debt Relief was affiliated with the government and when he guaranteed that the company could eliminate my student loan debt. He asked me for my Federal Student Aid (FSA) account number and

password, and then logged directly into my FSA account. He said that he needed my FSA account information in order to see what relief I qualified for.

6. I understood from the representative that I would need to make five monthly payments of \$100 that would go to USA Student Debt Relief in order for them to enroll me in the appropriate forgiveness program. I understood that I needed to make these payments before I could receive any debt relief.

7. After I made those five \$100 payments, I understood from the representative that I would be charged about \$20 per month until my student loan debt was forgiven, which would take between one and two years. The representative told me that the \$20 monthly payments would go toward the principal and interest owing on my student loans.

8. The USA Student Debt Relief representative told me that I would need to sign a written contract to enroll in the student debt relief program. I believed the terms of the contract would match what I discussed on the telephone call with USA Student Debt Relief, so I quickly signed and returned the contract. The representative also told me that I needed to sign the contract quickly to get started. A true and accurate copy of the contract I signed is attached as <u>Exhibit A</u>. As shown in <u>Exhibit A</u>, I also provided USA Student Debt Relief my credit card information so I could pay the fees associated with the student loan forgiveness that USA Student Debt Relief guaranteed during our telephone call. My sensitive personal information, including my credit card number, is redacted on <u>Exhibit A</u>.

9. USA Student Debt Relief charged my credit card \$100 per month for five months, for a total of \$500, followed by a monthly recurring fee of \$19. These amounts were automatically deducted from my credit card each month. I continued to believe the recurring fee

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 328 of 341 Page 3 of 16 Page 3 of 16

would be applied to the interest and principal owing from my student loans based on what the representative stated on the telephone to me when I enrolled in the program.

10. I also received an email from Antonia Melo at USA Student Debt Relief. The email was sent from <u>antonia.m@usastudentdebtrelief.com</u> and requested that I submit proof of income, including paycheck stubs and tax forms. A copy of this email as it appeared in my inbox is attached as <u>Exhibit B</u>. I did provide USA Student Debt Relief my paycheck stubs.

11. After about six months of paying the \$19 monthly fee, I began hearing about student loan debt relief scams and started to become suspicious of USA Student Debt Relief. I spoke to someone else who had paid a lot of money for student loan debt relief but had not actually obtained any relief. Her story sounded very similar to mine.

12. I called the U.S. Department of Education and was informed that I can enroll for free in various repayment and forgiveness options directly with them. I realized that USA Student Debt Relief was likely a scam and not affiliated with the U.S. Department of Education.

13. I contacted USA Student Debt Relief and requested a refund of the money I had paid. I was told by USA Student Debt Relief that it was too late to request a refund.

14. On March 3, 2023, I filed a complaint with the Better Business Bureau ("BBB") to request a refund of the money I had paid to USA Student Debt Relief. I explained in my complaint that I had made these payments because USA Student Debt Relief had falsely represented that they would resolve my student loans. My complaint read as follows:

US Student Loan Debt relief scam me out of \$1000.00 for them to resolve my student loans. I made monthly payments over the 6 month and also they are taking \$19.00 out of check each month that was suppose to be going toward my student loans. A long time ago I did apply for the student loan forgive program. At the time I did not know any better. I'm asking that you please review the false US Debt program and put a hold on them of scamming other out of the money. This is so shameful that I got scam with Student Loan Release when this was no charge. When I tried to call and dispute they told me that fee is for them to file for the forgiveness

program and also the \$19.. is going toward the student debt and nothing has been going toward the debt. Can you please look into this and refund back some of my money what I paid.

15. In response to my complaint, USA Student Debt Relief refunded me only six

months of the \$19 monthly fee, for a total of approximately \$114. Douglas Goodman from USA

Student Debt Relief also submitted the following response to my BBB complaint on March 10,

2023:

Marquine S Williams has been fully refunded by our company. All that was required was performed by our customer team. For this, we received six monitoring fee payments of \$19.00 each for a total of \$114.00, which we just refunded.

Our work resulted in the client being approved by the federal government for Pay As You Earn pending the approval for Borrowers defense discharge which can take up to 36 months for approval. Accordingly, we don't know if the customer sent in \$1000 to the federal government, but it did not come to our company.

16. I did not agree with Douglas Goodman's response and did not think it was true.

Because USA Student Debt Relief did not provide me a full refund, I was not satisfied with USA

Student Debt Relief's response to my BBB complaint. On March 10, 2023, I submitted the

following reply to USA Student Debt Relief's response to my BBB complaint:

I STRATED THIS PROGRAM 2/15/22 I MADE MY 1ST PAYMENT OF 99.00 BACK IN 2/15 EVERY MONTH FROM FEB 22- JUNE 15. 22 OF \$500 AFTER THE \$500.00 WAS PAID PAYMENTS WAS MADE OF \$19.00 EACH MONTH. AND THEY ONLY REFUND ME BACK \$116.00. I'M ASKING FOR MY \$500.00 BACK PLUS THE \$19.00 THAT HAVE BEEN MAKING UNTIL I NOTIFIED THE BBB. SO PLEASE CONSIDER REVIEW MY CASE AGAIN AND IF NECESSARY PLEASE LOOK INTO REFUNDING MORE OF WHAT I HAVE PAID. CAN YOU PLEASE REVIEW AND REPROCESS MY REVIEW.

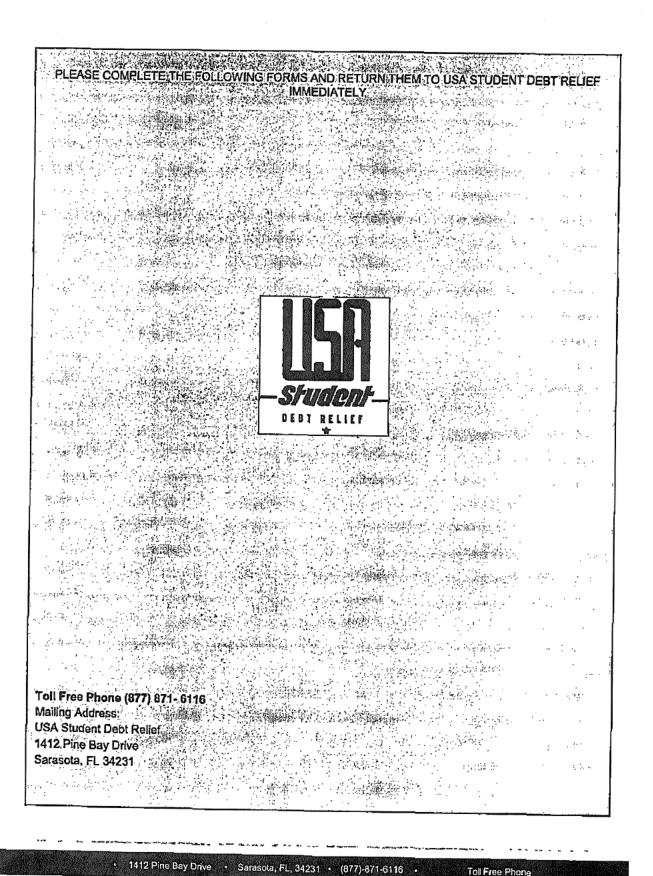
17. I do not believe USA Student Debt Relief ever obtained a partial or complete discharge of my student loans. If I had known that they could not guarantee any discharge and that they were not affiliated with the U.S. Department of Education, I never

would have agreed to sign any contract, provide my financial information, or make any payments.

I state under penalty of perjury that the foregoing statement is true and correct.

4 _____, 2023. Executed on _____

Marquine Williams



Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 332 of 341 Page 7 of 16 Page 7 of 16

CREDIT CARD TRANSACTION FORM

SERVICE AGREEMENT CLIENT VERIFICATION



		SEGTIONA: BO	ROWERINFOR	MATION		
Borrower's Name (First an	d Last Nama)					
Marquine S. Willia	ms					
Social Socurity Number	Cell Number	DOB (mm/dd/yyyy)	Present Address (street, city, sta	ate, ZIP	
				Doltor	, IL	
Gross Annual Income		USA Student Debt Relief I	File Number	Tax Filing	Status	
\$28,800.00		U029718		Head	of Household	
		SECTION B: SERVICE L	OAN QUALIFICATION			
Program Type	Current or Past Due	Approx Weigh	led Interest Rate	Αρριοχ	Vonthiy Payment	Approx/Verified Balance
Pay As You Earn	Current	6.62		\$0.0	00	\$NaN
		SECTION	C: COST FOR SERV	CE		
TotalConsolidated	Balance:	83832.0000	Program Enro	Ilmoot	\$401.00	
One-Time Set	11-0-1	\$99.00	Monthly Moni			
		gest.00 t to change upon DOE contification of In	•	•	\$19.00 varentee of the Program Enrollme	at if the DOE relects application
				water the strengt solve it		
		SECTION D: PAYME	ENT INFORMATION			
Name on Card		, D	Name of Car	d (Mastercard,	Visa, American Express, Dis	scover Gard)
Marquine S. William	15	.				
Credil Card Number			Expiration Da	in (mm/yy)	CW Sec	unity Code
Billing Address (street, city,	stale, ZIP)				Enrollment Fee Pald By	Monthly Monitoring Paid by
Do	lton, IL		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	2/15/2022	7/15/2022
		8EC1	ION E: SIGNATURE			
Printed Name: Ma	arquine S. Willian	ns				

Printed Name: Marquine S. Williams

Signature:

Date:

By signing above: I hereby authorize USA Student Debt Relief (COMPANY) to initiate credit entries to my (our) Credit card account. COMPANY is sanctioned to debit the account(s) indicated on the information provided above, from the financial institution said account is established with, also identified above. This authorization is binding until COMPANY has received written notification to cancet from me (or person(s) representing party) stating the termination of this agreement in such manner, as define in the original agreement, to offer COMPANY reasonable opportunity to act as define upon it.

• 1412, Pine Bay Drive • Sarasola, FL, 34231 • (877)-871-6116 •

4.4

Toil Free Phone

TRANSACTION SCHEDULE

INVOICE

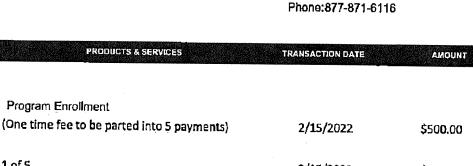
BILL TO:

Marquine S. Williams

Doiton, IL

QUANTITY

5



PAY ABLE TO:

1412 Pine Bay Drive Sarasota, FL, 34231

USA Student Debt Relief

A . F		
1 of 5	2/15/2022	\$100.00
2 of 5	3/15/2022	\$100.00
3 of 5	4/15/2022	\$100.00
4 of 5	5/15/2022	\$100.00
5 of 5	6/15/2022	
	-,,	\$100.00

7/15/2022 \$19.00

The signature(s) provided below on this Complete Payment Authorization and Schedulo Form authorizes payment on services rendered by USA Student Debt Relief (COMPANY). COMPANY is authorized to charge my account (listed in Section D on the Service Agreement Client Verification) in the amount listed above for the products/services that are outlined and enclosed in the invoice and agreement. I have discussed and understood the products/services in the invoice and agreement provided by COMPANY and recognizes these as the product/services provided by COMPANY. In the case of returned payment and /or enargeback, I (we) understand and accept that a fee will be applied and charged to my (out) account

Borrower Signature

2/5/22

Date

Co-Borrower Signature

Date

1412 Pine Bay Drive · Sarasola, FL, 34231 · (877)-871-6116 · Toll Free Phone



STUDENT LOAN CONSOLIDATION AND REPAYMENT PLAN SERVICES

This Student Loan Consolidation and Repayment Plan Services Agreement (hereinafter the "Agreement") is made and entered into, on the date indicated below, between USA Student Debt Relief, a Florida Corporation ("Company") and Client (as stated on Service Agreement Client Verification Page), hereinafter referred to as ("Client") residing at address on Service Agreement Client Verification Page.

WHEREAS, the Company is in the business of arranging and processing Federal Student Loan Consolidation and Repayment Plan Applications through the US Department of Education ("DOE") for clients with qualifying Federal student Loans; and

WHEREAS, the Client wishes to employ Company to perform the following services ("Services"): (1) analyze Client's Federal Student Loan debt situation; (2) research potential debt restructuring or repayment options that are available to Client; (3) present Client with the results of such research; (4) prepare a Federal Student Loan Consolidation plan and application for Client; and optionally (5) continue to manage said repayment schedule on behalf of client by monitoring the file and providing the necessary paperwork to DOE or loan servicer on Client's behalf throughout the term of the loan to ensure that Client continues to receive the maximum benefits offered by the DOE program.

NOW, THEREFORE, in consolidation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1) SERVICES AND FEES

a) Services

Upon receipt of all information and verified documentation from Client and payment of the Enrollment Fee, Company will prepare the initial DOE paperwork and send said documents to Client for signature. Upon return of the signed documents to Company, the documents will be reviewed and processed for submission to the DOE. Company shall further monitor the application status with the DOE if Client elected such service on the Service Agreement/Client Verification form.

b) Fees for Services/Setup

There will be a one-time, non-refundable \$99 setup fee required to create client's account, including inputting client information, reviewing and researching available programs, and gathering of necessary documents. All processing of Client's account will begin the date that payment is accepted by Company. In exchange for services rendered by Company, Client agrees to pay to Company an Enrollment Fee of \$400. Said fee is to be paid as required on the attached Service Agreement Client Verification form. Company provides a 30 Day Full Satisfaction 100% money back guarantee of the Enrollment Fee only if the DOE rejects Client for a Federal Student Loan Consolidation or Repayment Plan. Notwithstanding anything herein to the contrary, upon expiration of the cancellation period as identified in this Service Agreement, there are no refunds or prorated refunds thereafter.

c) Payment and Processing Fees

Client hereby authorizes Company to deduct all payments due according to this contract from the financial institution (as listed on Service Agreement Client Verification Page) or such other financial institution that may be used by Client. In the event of Client's default of the obligations herein, Client authorizes Company to debit Client's account for the full amount due under this agreement. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by Company to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until Company has received written notice from Client of its termination in such time and such manner as to afford Company a reasonable

opportunity to act. A fee/payment (whether paid by debt or other means) that is not honored by Client's financial institution for any reason will be subject to a \$20 service fee, the amount of which may be debited from Client's account by Company. Client agrees to pay an additional \$15 fee monthly if Client fails to provide Company with a valid financial institution account for automatic debits at any point after Company begins the consolidation and servicing process.

d) Limited Money Back Guarantee

No refunds will be given after Company has provided DOE paperwork to Client by mail or electronic delivery, or if Client fails to continue the process after the signing of this document. Company will reimburse the Enrollment Fee Payment if, and only if, the Client fails to receive a Federal Student Loan Consolidation or repayment plan through the Department of Education after reasonable efforts by both parties and is subject to the following conditions: (1) student loans that Client presents to Company are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted; (2) Client fully cooperates, is honest and timely in providing all information requested by Company and DOE; and (3) Client does not possess a characteristic that pursuant to DOE rules would disqualify Client from receiving a consolidation. All refund requests may be mailed to the following address: Attention: 1412 Pine Bay Drive, Sarasota FL 34231.

2) OBLIGATIONS OF COMPANY

Company's obligations are set forth in Section 1(a) hereinabove. Client hereby acknowledges that Company shall not be obligated to provide any services to Client other than those set forth above and in the Service Agreement Client Verification form. Subject to the terms and conditions of this Agreement, Company will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under this Agreement and applicable laws, to perform and fulfill all obligations to be performed and fulfilled under this Agreement.

3) OBLIGATIONS OF CLIENT

Client hereby affirms that Company has provided them with a counseling session with a Company Student Loan Counselor. Client acknowledges and warrants to Company that he / she/ they will, at all times, provide Company with information and documents that are complete, accurate, and true to the best of their knowledge and belief. The Client shall pay all sums due to the Company promptly and in accordance with the terms of this Agreement. Time shall be the essence in respect of the payment of all such sums. Client shall cooperate with Company and provide all reasonable assistance to Company in order to allow for Company to provide the Services hereunder. Client acknowledges that such cooperation and assistance is necessary to enable Company to perform the Services.

4) LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of Company, Company's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Company from Client pursuant to this Agreement.

5) RIGHT OF CLIENT TO CANCEL

a) Notice of Right to Cancel

Company provides Client with the right to cancel this Agreement, without cost to Client, within 30 business days of the date Client executes this Agreement. If Client cancel's this Agreement within the 30 day period, all funds paid by Client to Company (other than the non-refundable set

up fee) will be returned to Client. Upon expiration of the cancellation period, there will be no refunds other than those outlined in Section 1(d) herein.

b) Notice of Cancellation

If Client decides to cancel this Agreement, you may do so by notifying Company in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing the document.

Please email or mail to:

info@USAsudentdebtrelief.com

Mail: 1412 Pine Bay Drive, Sarasota FL 34231

If Client cancels via mail, Company must receive the above notice at the stated address, no later than midnight of the 30th business day, following the date of Client's execution of this Agreement. Sunday is not considered a business day. If Client emails a written notice to cancel; it must be delivered to the above email address in the same time-frame as mail.

6) INDEMNIFICATION

a) Client hereby agrees to defend and hold harmless Company from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representation and warranties herein contained. This Agreement constitutes the entire agreement between the parties. Company makes no warranty, express, or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against Company, its officers, directors, employees, agents, brokers, and assigns, at taw, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of Company or Client's failure to follow any recommendation of Company, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination.

7) CROSS-REFERENCES

All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

8) TIME IS OF THE ESSENCE

With every provision of this Agreement, time is of the essence. Once initial and pertinent paperwork has been received, processing will begin. Company will always perform services with efficient time management. Please be advised that Federal Student Loan Applications rely on the relevant lenders for prompt service and Company cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the Department of Education (DOE) is 90 days, the period of time required may be prolonged contingent on any services rendered by relevant lenders or DOE.

9) ELECTRONIC SIGNATURES

The parties mutually understand and agree that electronically signed signatures of this Agreement shall be deemed an original for all lawfully enforceable purposes. Client agrees, unless specifically requested otherwise, that by entering into transactions with Company, Client affirms consent to receive, in an electronic format, all information, copies of agreements and correspondence from Company and to also send information in an electronic format unless previously agreed upon in writing with Company. Client consents and agrees that Company may provide all disclosures, periodic statements, notices, receipts, modifications, amendments,

and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client reserves the right to receive a paper copy of any of these electronic records, if applicable law specifically requires Company to provide such documentation. Client's consent may be withdrawn at any time upon Company's receipt of such withdrawal. Withdrawal of consent will decrease the speed of completion of transactions and delivery. To inform Company of a decision to; withdraw consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update your information you may send an email to info@USAstudentdebtrelief,com; call us at: 1-877-871-6116, or mail a letter to

the following address: USAstudentdebtrelief, 1412 Pine Bay Drive, Sarasota FL 3423.

10) COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11) NO TAX OR LEGAL ADVICE PROVIDED

Company and its agents do not and will not provide tax or legal advice. Client is advised to consult with a lawyer, accountant, or tax advisor regarding the tax and legal consequences of participation in any program.

12) THIRD PARTY AUTHORIZATION FORM

The attached Third Party Authorization Form will serve to acknowledge that Client has authorized Company to act on their behalf to review and prepare applications and perform the Services. Client hereby authorizes Company to verify all of Client's past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to perform services or process Clients Federal Student Loan Consolidation or Repayment Plan Application. It is understood that a copy of this form will also serve as authorization. The information Company obtains will only be used for the Services prescribed in this Agreement.

13) NOTICES AND CONSENT GIVEN

Company records and archives all incoming and outgoing telephone calls. Client hereby consents to such recordings and/or monitored phone calls for quality assurance purposes. Client understands that Company will need to contact Client for various servicing issues throughout the consolidation period and subsequent servicing timeframe, and Client consents to allow Company to contact Client via Client's e-mail address and any telephone numbers that Client has provided to Company. Client understands and consents that Company has the right to assign or sell Company's servicing portfolio, and that the assignee/buyer must be bound by all provisions of this Service Agreement between Client and Company.

14) COMPLAINT POLICY:

The Company's goal is to provide exceptional service to our clients. While every effort is taken to ensure we treat our clients in a fair, courteous, and honest manner, we are also subject to error. We believe that our clients have the right to voice their opinion and the right to have their complaints addressed. We also believe that a successful organization must be willing to evolve in order to meet the needs of its clients. Therefore, we have established a complaint process for clients who are unsatisfied with the service or treatment they receive. How to send in a complaint: In the event you are unsatisfied with our service, please direct your comment or complaint with the employee or team responsible. If the individual employee cannot resolve the matter, we will engage the relevant manager or director to try to resolve the matter. We will always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution provided, you may then notify our Compliance Officer in writing at:

E-mail address: info@USAStudentdebtrelief.com

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please include the following in your written correspondence. A clear description of the complaint and any suggestions you may have that would resolve your grievance. Details of any relevant information relating to any contacts you may previously have had with Company on this subject. Whether it is n original complaint, or a follow-up to a reply you were not satisfied with. Your complete contact information (including full postal address, telephone number, and e-mail address) and your date of birth (for verification purposes). The Company strives to resolve all complaints as quickly and efficiently as possible. Client can expect to receive a response from Company within 10 business days after submitting a complaint. If Client's case is particularly complex and cannot be resolved within 10 days, Company will provide Client with an estimated time in which to receive a response.

15) DISPUTE RESOLUTION; GOVERNING LAW; VENUE

This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Florida. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this Agreement or the transactions contemplated hereby must be brought either in the courts sitting in Sarasota County Florida, or in the United States District Court for the Central District of Florida in Tampa and by execution and delivery of the Agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

16) SEVER ABILITY

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect.

17) FORCE MAJEURE

Neither party shall be responsible or liable to the other party for delays or failures (including any delay by the Company to make progress in the provision of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of the United States Government and any of its agencies and branches.

18) HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for convenience only and shall not in any way affect the interpretation of the provisions of this Agreement.

CLIENT(S), BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHAGE FOR THE ENROLLMENT FEE PAYMENT FOR COMPANY'S SERVICES. COMPANY IS NOT A LENDER OR SERVICER OF ANY SORT, DURING THE PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE BENEFIT FROM THE SURVICES THAT COMPANY INTENDS TO PROVIDE HEREUNDER. CLIENT FURTHER ACKNOWLEDGES THAT COMPANY, AND/OR ANY OF ITS AGENTS HAVE PROVIDED NO GUARANTEES TO CLIENT OF A SPECIFIC OUTCOME, AND A POSITIVE OUTCOME CANNOT BE GUARANTEED. CLIENT HAS BEEN ADVISED THAT ALL INFORMATION REQUIRED FOR CONSOLIDATING OR QUALIFYING FOR A REPAYMENT PLAN FOR THEIR LOANDS AND/OR GARNISHMENT LOAN IS AVAILABLE TO THEM DIRECTLY AT NO COST THROUGH THE DEPARTMENT OF EDUCATION AND HAS DECODED ON THEIR OWN ACCORD TO PROCEED WITH THE SERVICES PROVIDED BY, AND THE ASSISTANCE OF, COMPANY. CLIENT UNDERSTANDS COMPANY DOES NOT OR WILL NOT PAY CLIENT STUDENT LOAN. COMPANY'S SERVICES AND PROGRAM HAS BEEN EXPLAINED IN FULL AND TO CLIENT'S SATISFACTION. CLIENT IS FULLY AWARE AND UNDERSTANDS WHAT CLIENT IS ENROLLING IN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Agreed to and accepted by:

COMPANY

CLIENT

Printed Name: USA Student Debt Relief Printed Name: Marquine S. Williams

THIRD PARTY AUTHORIZATION

TO: ANY AND ALL OF MY STUDENT LOAN CREDITORS:

I, hereby duly authorize, empower and appoint Company, its agents and representatives, permission to perform any acts necessary or convenient on my behalf, including but not limited to, the following:

1. Prepare, sign, and file any documents pertaining to my student loans with any governmental body or agency, represent me in all student loan matters including: negotiating, compromising, or settling any matters with said government agencies, and communicate on my behalf as I would were I present and acting with any and/or all of my federal student loan providers

2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, including but not limited to: the balance of my account, payment history verification of the account and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide Company is true and accurate.

3. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, to communicate directly with Company concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act. I further request that all of my lenders direct all further telephone calls to:

Company of 1412 Pine Bay Drive, Sarasota FL 34231; 1-877-871-6116. Any and all communications directed to me will be referred to Company and per my instruction lenders and servicers should only deal directly with Company. I understand that Company is not a law firm, is not licensed to practice law or provide legal advice, and that I will not request or accept, any legal advice from Company relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against Company relating to the practice of Iaw. I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the Company program.

I agree that any electronic copy of my signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Third Party Authorization shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

This Third Party Autherization granted to Company shall remain in force unless it is rescinded or modified in writing or upon

Client Signature: Date:

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 340 of 341 Page 15 of 16 Page 15 of 16

NOTICE OF RIGHT TO CANCEL

1. YOUR RIGHT TO CANCEL:

USA Student Debt Relief (USASDR) is in the business of providing student relief services for our CLIENT(S). CLIENT(S) have signed and agreed to the terms and conditions of the above AGREEMENT. USASDR is providing CLIENT(S) with the right to cancel the AGREEMENT, without cost; within thirty (30) business days of the date CLIENT(S) signed the original AGREEMENT.

If CLIENT(S) cancels the AGREEMENT within this 3\thirty (30) day period, the funds will be returned to CLIENT(S). USASDR will return any funds CLIENT(S) paid, except the non-refundable \$99 set up fee to USASDR and/or to anyone else in connection with the AGREEMENT. Upon expiration of the cancellation period, as identified in this Service Agreement, there will be no refunds.

2. HOW TO CANCEL:

If you decide to cancel this AGREEMENT, you may do so, by notifying us in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing this document.

Please email to:

Email: info@USAStudentdebtrelief.com

Or mail to:

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please note if you cancel via mail, we must receive the above notice at the below-address, no later than midnight of the thirtieth (30) business day, following the date of your signing the Agreement. Sunday is not considered a business day. If CLIENT(S) fax and/or hand-deliver a written notice to cancel it must be delivered to the above address not later than that timeframe.

Client Signature: <

Printed Name Date:

Case 8:24-cv-01626-KKM-AAS Document 3-1 Filed 07/09/24 Page 341 of 341 PageID 420 **PX13 Page 16 of 16** 3/10/23, 10:25 AM

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Williams Attachment B, page 1 of 1

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 1 of 242 PageID 421

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA TAMPA DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

Case No. _____

VOLUME II

START CONNECTING LLC, et al.,

Defendants.

THIRD PARTY AND FTC DECLARATIONS

EXHIBITS SUPPORTING PLAINTIFF'S *EX PARTE* MOTION FOR TEMPORARY RESTRAINING ORDER WITH ASSET FREEZE, APPOINTMENT OF A TEMPORARY RECEIVER, OTHER EQUITABLE RELIEF, AND ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE

VOLUME II OF III

Third Party Declarations					
PX14	Declaration of John Zajac, Better Business Bureau				
PX15	Declaration of Nicole Eisenzopf, U.S. Department of Education				
	FTC Declarations				
PX16	Declaration of FTC Data Analyst Megan Baburek				
PX17	Declaration of FTC Honors Paralegal Johana Mejia-Portillo				
PX18	Declaration of FTC Investigator Amber Williams				

FTC v. Start Connecting LLC et al. Exhibits to Emergency TRO Motion

<u>PX14</u>

Declaration of John Zajac, Better Business Bureau

Volume II

DECLARATION OF JOHN ZAJAC PURSUANT TO 28 U.S.C. § 1746

I, John Zajac, hereby declare as follows:

1. I am currently employed as Corporate Counsel at the Better Business Bureau Serving West Florida ("BBB"), a position I have held for approximately 20 years. I started working for the BBB as Chief Financial Officer in 1994 and left in 1999 when I went to law school. I rejoined the BBB as Corporate Counsel in 2004. My business address is 2655 McCormick Drive, Clearwater, Florida 33759. I have personal knowledge of the facts and matters discussed in this declaration and, if called as a witness, could and would competently testify to the facts stated herein.

2. In my position, I am personally familiar with the BBB's processes and the way in which the BBB's documents, books, and records are prepared and made. I also have authority to certify the authenticity of records relating to USA Student Debt Relief that the BBB produced to the Federal Trade Commission, including the records attached to this declaration. The BBB keeps and maintains records in the ordinary course of its regularly conducted activities as a regular practice. It is the BBB's practice to prepare such records at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters.

3. The documents described in this declaration, including the attachments, are true and correct copies of records meeting the following conditions: (a) the records were made at or near the time by, or from information transmitted by, someone with knowledge; (b) the records were kept in the course of a regularly conducted activity of the BBB; and (c) making the records was a regular practice of the BBB.

BBB Background Information

4. The BBB is a not-for-profit agency that promotes voluntary self-regulation for businesses. The BBB's mission is to be the leader in advancing marketplace trust. We advance this mission by, among other things, offering several services to the public. One service the BBB provides is acting as an intermediary between consumers and businesses during disputes. Consumers can file complaints on a business with the BBB on its website, by email, or through the mail, and the BBB will forward the complaints to the business in an attempt to mediate and resolve disputes between consumers and businesses in its service area. Consumers who submit complaints to the BBB are asked to provide information that includes the following: (a) their name and contact information; (b) the name of the business; (c) the nature of their dispute; and (d) their desired resolution. After a complaint is filed, the BBB's standard procedure for handling consumer complaints is to give the business an opportunity to respond. Complaints are typically sent to the business within approximately two business days of receipt. While the business is then asked to respond within 10 calendar days, the BBB makes several attempts to reach the business if the BBB does not receive a response within that timeframe. A complaint will be deemed "answered" after the business has responded to the complaint and the consumer makes no further rebuttal. A complaint deemed as "answered" does not necessarily mean that the consumer is satisfied with the business's response. A complaint is deemed "unanswered" if the business fails to respond to the consumer's complaint within approximately 30 days. A complaint is deemed "unresolved" if the business fails to adequately address the complainant's allegations. Complaints are typically closed within 30 days.

5. A second service the BBB provides to the public is the publishing of business profiles, as well as other educational resources and programs, which empower and protect consumers by helping them to make informed purchase decisions. The business profiles are made publicly available regardless of whether the subject businesses are accredited by the BBB, as described below. The BBB's business profiles about businesses include the business's address; a brief description of the business it conducts; information about complaints, including the number and type of consumer complaints on file, anonymized versions of those complaints, and the business's responses; and information about customer reviews, including anonymized versions of those reviews and the business's responses. These business profiles also include the BBB's rating of the business. The BBB's current rating system assigns grades, A+ through F, to businesses based on a proprietary formula. This rating represents the BBB's opinion of how the business is likely to interact with its customers. The BBB rating is based on information BBB is able to obtain about the business, including complaints received from the public. The formula the BBB uses to determine a business's grade evaluates the business on numerous categories of information. Attached hereto as Zajac Attachment A is a true and correct copy of the BBB's explanation of how the BBB assigns ratings.

6. In addition to the BBB's business profiles, another resource that the BBB provides to consumers to help them make informed purchase decisions is Scam Tracker, which is a free online tool consumers can use to report and search for suspected scams using various filters. Unlike complaints submitted to the BBB, the scam tracker reports are not provided to the businesses, but they are available online.

7. A third service the BBB provides is the BBB Accreditation program. This program provides BBB Accreditation to businesses that have undergone a detailed review

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 6 of 242 Page 4 of 240 Page 4 of 240

process through which the BBB seeks to confirm not only lawful business practices, but also that its practices conform to the BBB's expectations regarding ethical advertising, selling, and customer experiences. A BBB Accredited Business may display the BBB name, logo, and other trademarks at its place of business, and its name is listed in the Accredited Business directory on the BBB website. The review process to become a BBB Accredited Business includes a thorough investigation of the business, including a review of its website and advertising materials to ensure that they are truthful and fair. The BBB will also sometimes request business references. A BBB Accredited Business may not have any unanswered or unresolved complaints that are less than three years old and must maintain a "B" rating or better. Furthermore, even if there are no unanswered or unresolved complaints, a business that has demonstrated a pattern of complaints may be found ineligible for BBB Accreditation. In addition, other factors, such as a business's advertising, the history of its principals and officers, and whether its program is licensed, are taken into account when determining whether a business is eligible for Accreditation.

USA Student Debt Relief

8. In the course of my employment with the BBB, I have become familiar with Start Connecting LLC, which does business under the name USA Student Debt Relief and is located in the BBB's service area at 1412 Pine Bay Drive, Sarasota, Florida 34231-3535. The business's phone number is (941) 587-7796 and the domain name for its website is usastudentdebtrelief.com.

9. On April 1, 2021, the BBB received the first complaint about USA Student Debt Relief. Shortly after receiving that complaint, the BBB received an online application for BBB Accreditation for USA Student Debt Relief from Douglas Goodman, who identified himself as

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 7 of 242 Page 7 of 242 Page 5 of 240

the Owner and President of USA Student Debt Relief and one of the business's Associate Members. The BBB did not accept the BBB Accreditation application from USA Student Debt Relief due to the pending complaint, because the BBB had only just learned of the business approximately a week prior, and because the BBB had questions about the debt relief services that USA Student Debt Relief offered.

10. After receiving USA Student Debt Relief's request for BBB Accreditation, BBB Trade Practice Specialist Tawnia Yovanovich emailed Doug Goodman on April 9, 2021, asking him to provide the BBB with "information and documentation to substantiate how your business complies with the [Telemarketing Sales] [R]ule, or why the FTC Telemarketing Sales Rule requirements for Debt Relief Services are not applicable." Ms. Yovanovich explained the BBB's understanding of the types of debt relief businesses covered by the Telemarketing Sales Rule and requested particular information and documents, including: (1) information about the principals; (2) screenshots of all web pages; (3) all advertising and promotional materials; (4) substantiation for all savings claims; (5) samples of all written agreements with consumers; (6) all disclosures that explain fees; (7) procedures for ensuring that fees are not paid before debts have been successfully settled; (8) scripts for calls; (9) a description of all training and monitoring of employees and independent contractors; (10) names and addresses of any subcontractors used in marketing or providing services; (11) copies of all complaints received in the past three years; (12) at least 10 consumer references; and (13) a list of states where the business is registered or licensed to provide debt settlement services.

11. On April 14, 2021, Tawnia Yovanovich received an email from Doug Goodman requesting an in-person meeting. On April 15, 2021, Ms. Yovanovich informed Mr. Goodman by email that the BBB was not taking in-person meetings at that time.

12. On May 4, 2021, Tawnia Yovanovich received an email from Doug Goodman providing the BBB with a response to the BBB's request for information and documents related to USA Student Debt Relief. Attached hereto as **Zajac Attachment B** are true and correct copies of the emails between Tawnia Yovanovich and Doug Goodman regarding USA Student Debt Relief's eligibility for BBB Accreditation. The following documents were provided to the BBB as attachments to Mr. Goodman's May 4, 2021 email:

a. The contact form for the website https://usastudentdebtrelief.com/, a true and correct copy of which is attached hereto as **Zajac Attachment C**;

b. Facebook ads, true and correct copies of which are attached hereto as

Zajac Attachment D;

 a USA Student Debt Agreement, a true and correct copy of which is attached hereto as Zajac Attachment E, except that some personal information of a consumer has been redacted;

 a "Selling to Prospects Script," a true and correct copy of which is attached hereto as Zajac Attachment F;

e. a USA Student Debt Relief Training packet, a true and correct copy of which is attached hereto as Zajac Attachment G;

f. a Quality Assurance Training Package, a true and correct copy of which is attached hereto as **Zajac Attachment H**; and

g. a QC Training Package, a true and correct copy of which is attached hereto as **Zajac Attachment I**.

Doug Goodman did not provide the BBB with screenshots of all of USA Student
 Debt Relief's web pages, instead referencing the website https://usastudentdebtrelief.com. He

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 9 of 242 Page 7 of 240 Page 7 of 240

also never provided substantiation for all of USA Student Debt Relief's savings claims made in advertising and/or promotional material, all complaints received in the past three years, and at least ten consumer references, which Mr. Goodman represented would be submitted separately. Mr. Goodman also never identified any procedures to ensure that fees are not paid by consumers before debts have been settled; instead, he simply cited the USA Student Debt Agreement attached as Zajac Exhibit E, which requires an upfront fee.

14. Based on information the BBB obtained from Doug Goodman, the contacts for USA Student Debt Relief are Douglas Goodman, its Owner, President, and Associate Member, and John Sebastian Rojas and Doris Gallon-Goodman, who are both listed as Associate Members and managers of the business.

15. The BBB's business profile for USA Student Debt Relief, which is publicly available on its website, includes not only USA Student Debt Relief's contact information, but information about customer reviews and customer complaints, its BBB rating and non-accredited status, and other details about the business. Attached hereto as **Zajac Attachment J** is a true and correct copy of the BBB's business profile for USA Student Debt Relief on the BBB's website as of March 26, 2024. This business profile indicates that USA Student Debt Relief has a D- rating and is not accredited by the BBB. As indicated in the BBB's business profile for USA Student Debt Relief as of March 26, 2024, since 2021, the BBB has received 23 complaints about the business, including 15 complaints in the last 12 months. According to the BBB's internal records, which contain descriptions of, and details about, the customer complaints, the BBB has received complaints from consumers around the United States, including from at least thirteen different states and Puerto Rico. Many of the complaints received by the BBB state that USA Student Debt Relief falsely implied an affiliation with the government, collected hundreds

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 10 of 242 Page 8 of 240 Page 8 of 240

of dollars in fees under false pretenses and/or without consumers' consent, and/or failed to lower consumers' student loan payments and balances as promised. Some of the complaints received by the BBB indicate that USA Student Debt Relief called them even though their phone number is on the Do Not Call list. In some cases, consumers have also provided documents in connection with their complaints.

16. As a matter of course, the BBB has forwarded customer complaints about USA Student Debt Relief, including additional documents provided by consumers unless they requested that those additional documents be withheld, to the business. The BBB's internal records include descriptions of, and details about, the responses it has received from USA Student Debt Relief. Most of the responses have come from Doug Goodman, via the email address doug@start-connecting.com, and a limited number of responses have come from John Rojas, via the email address johnr@usastudentdebtrelief.com. As a matter of course, the BBB also has routinely forwarded USA Student Debt Relief's responses to the complaining customers to give them an opportunity to comment on the business's responses, and the BBB's internal records also include descriptions of, and details about, the responses from consumers.

17. Attached hereto as **Zajac Attachment K** are true and correct copies of the BBB's internal printouts detailing the customer complaints and any responses the BBB received from both the business and those customers related to complaints about USA Student Debt Relief between April 1, 2021 and March 20, 2024, except that some personal information has been redacted and complainants' additional documents are not included in these materials.

18. The BBB's website provides information to the public about customer complaints it has received about USA Student Debt Relief, including the text of the initial complaint, the business's response, and any subsequent responses from both the business and customer, except

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 11 of 242 Page 3 of 240 Page 9 of 240

that some personal information has been omitted from the information published on the BBB's website to protect the identities of the individuals involved. Complaints are only published on the BBB's website for 36 months. Attached hereto as **Zajac Attachment L** are true and correct copies of the complaints about USA Student Debt Relief, including any responses, which were available on the BBB's website as of March 26, 2024.

19. In addition to collecting complaints from consumers, the BBB also allows customers to submit online reviews of businesses and, if the BBB is going to publish them on its website, it provides those reviews to the business for its response and publishes those as well. As shown in **Zajac Attachment M**, as of March 26, 2024, the BBB has published 22 customer reviews, including responses, on its website about USA Student Debt Relief, which averaged 4.09 out of 5 stars. Based on the BBB's internal records, a number of the purported positive reviews were rejected by the BBB system and not posted online for the following reasons: the customer did not verify their email address; the review was duplicative; the customer had submitted a complaint; or the review had a high probability of being fake. Although the BBB takes steps to try to minimize publishing fake reviews, the BBB's methods are not 100 percent effective and the BBB cannot guarantee the truthfulness of every review. Customer reviews also are not factored into the BBB's rating for businesses.

20. As of March 20, 2024, the BBB also has received three reports through its Scam Tracker tool about USA Student Debt Relief. Attached hereto as **Zajac Attachment N** are true and correct copies of the BBB's internal printouts providing details about the Scam Tracker reports the BBB received about USA Student Debt Relief, except that some personal information

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 12 of 242 Page 10 of 240 Page 10 of 240

has been redacted. Like customer reviews, Scam Tracker reports are not factored into the BBB's ratings for businesses.

As noted above, USA Student Debt Relief's BBB rating as of March 26, 2024, 21. was a D-. I am aware that in prior months and years, USA Student Debt Relief's BBB rating has been higher, and that it has had ratings ranging from A+, for a short period of time, to a C-. These higher ratings were due, in large part, to the fact that, in many cases, USA Student Debt Relief was willing to resolve consumer complaints by providing consumers with full refunds, as demonstrated in Zajac Attachments K and L, and because there were no known government actions taken against USA Student Debt Relief. However, since late 2023, USA Student Debt Relief's rating went down to a D- in part because the BBB became aware of two state actions: a Consent Order with the California Commissioner of Financial Protection and Innovation on November 16, 2023; and an Assurance of Discontinuance that USA Student Debt Relief entered into with the Minnesota Attorney General on December 18, 2023. These government actions are described in detail on the BBB's business profile for USA Student Debt Relief that is published on the BBB's website. Attached hereto as Zajac Attachment O is a true and correct copy of the BBB's alerts about the government actions against USA Student Debt Relief by the Minnesota Attorney General and the California Commissioner of Financial Protection and Innovation. In addition, attached hereto as Zajac Attachment P is a true and correct copy of the BBB's reason for rating USA Student Debt Relief a D- that is published on the BBB's website as of March 26, 2024.

22. As of the date of this declaration, USA Student Debt Relief's BBB rating is a D. The reason that that the business's rating is slightly higher that it was as of March 26, 2024, is because the April 1, 2021 complaint that the BBB initially received about USA Student Debt Relief is no longer published on its business profile because it is now over three years old.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on <u>May 22</u>, 2024.

John Zalac



Overview of Ratings

BBB ratings represent the BBB's opinion of how the business is likely to interact with its customers. The BBB rating is based on information BBB is able to obtain about the business, including complaints received from the public. BBB seeks and uses information directly from businesses and from public data sources.

BBB assigns ratings from A+ (highest) to F (lowest). In some cases, BBB will not rate the business (indicated by an NR, or "No Rating") for reasons that include insufficient information about a business or ongoing review/update of the business's file.

BBB Business Profiles generally explain the most significant factors that raise or lower a business's rating.

BBB ratings are not a guarantee of a business's reliability or performance. BBB recommends that consumers consider a business's BBB rating in addition to all other available information about the business.

Customer Reviews are not used in the calculation of the BBB Letter Grade Rating.

RATING ELEMENTS

BBB ratings are based on information in BBB files with respect to the following factors:

1. Business's complaint history with BBB.

The BBB rating takes into account the following information with respect to closed complaints that relate to a business's marketplace activities:

- Number of complaints filed with BBB against the business.
- The size of the business.
- If complaints have been filed, whether in BBB's opinion the business appropriately responded to them.
- If complaints have been filed, whether in BBB's opinion the business resolved the complaints in a timely manner to the customer's satisfaction.
- If complaints have been filed, whether in BBB's opinion the business made a good faith effort to resolve complaints, even if the customer was not satisfied with the resolution.
- If complaints have been filed, whether in BBB's opinion the business failed to resolve the underlying cause(s) of a pattern of complaints.

Zajac Attachment A, Page 1 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 15 of 242 Page 1435

• The age of resolved complaints. Older resolved complaints have less of an impact on the rating than newer complaints.

BBB analysis of a business's complaint history generally takes into account the business's size if BBB has reliable information to establish its size. If BBB cannot reliably determine business size, it will consider the business to fall within BBB's smallest size category.

2. Type of business.

A business's BBB rating is lowered if, in BBB's opinion, the business is a type of business that raises marketplace concerns or is believed to operate in violation of the law.

3. Time in business.

A business's BBB rating is based, in part, on the length of time the business has been operating. If BBB is unable to obtain, from the business or from other sources, information about time in business that BBB deems reliable, BBB will consider business to have started at the time BBB opened its file on the business.

4. Transparent Business Practices.

A business's BBB rating is lowered if BBB determines that the business is not being transparent about its marketplace conduct. This includes situations where:

- A business does not provide complete information about products and services offered, and/or ownership.
- A business uses false addresses or an address cannot be determined.

5. Failure to honor commitments to BBB.

A business's BBB rating is lowered if a business does not honor its commitments to BBB, including commitments to abide by a mediation settlement or an arbitration award.

6. Licensing and government actions known to BBB.

A business's BBB rating is lowered when BBB has knowledge of the following:

- Failure of the business to have required competency licensing (i.e., licensing that requires a competency assessment or can be taken away based on misconduct by business).
- Finalized government actions against the business that relate to its marketplace activities and, in BBB's opinion, raise questions about the business's ethics or its reliability in providing products/services. Government action deductions consider several factors including how the case is finalized as well as the amount of restitution, penalties or fines imposed against the business. However, older government actions have less of an impact than newer government actions of the same type.

Zajac Attachment A, Page 2 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 16 of 242 Page 14 36

BBB routinely checks required competency licensing and government actions before a business is accredited by BBB. BBB does not routinely check required competency licensing and government actions for businesses that do not seek BBB accreditation, although in some cases BBB learns of these matters through its marketplace research.

7. Advertising issues known to BBB.

A business's BBB rating is lowered when the business does not, in BBB's opinion, appropriately respond to BBB advertising challenges that relate to:

- Misuse of the BBB name or BBB marks; or
- Questions about the truthfulness, accuracy or substantiation of advertising claims or compliance with the BBB Code of Advertising. Advertising issues may be rated as major, moderate or minor, and the rating deduction varies accordingly.

BBB advertising challenges are made at BBB's discretion when it receives complaints from consumers or competitors about advertising or when BBB identifies questionable advertising through its monitoring of local media.

RATING POINTS

This chart shows the maximum number of points that can be earned or deducted in each element of the BBB rating system. A business's total score is on a 100 point scale. Please note there are some categories in which businesses can only lose points, and for those categories a "0" is indicated as the maximum number of points that can be awarded.

	Element	Range of points that can be earned or deducted (maximum to minimum)
1.	Complaint Volume (Weighted by Complaint Age)	15 to 0
2.	Unanswered Complaints	40 to 0
3.	Unresolved Complaints	30 to 0
4.	Complaint Resolution Delayed	5 or 0
5.	Failure to Address Complaint Pattern	0 to -31
6.	Type of Business	0 to -41

Zajac Attachment A, Page 3 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 17 of 242 Page 13 of 240 Page 15 of 240

7.	Time in Business	10 to 0
8.	Transparent Business Practices	0 or -5
9.	Failure to Honor Mediation/Arbitration	0 to -41
10.	Competency Licensing	0 or -41
11.	Government Action (per action)	0 to -34
12.	Advertising Review (per incident)	0 to -41
13.	BBB Trademark Infringement	0 or -41

LETTER RATING SCALE

This is the 100 point scoring scale BBB uses to assign letter grade ratings:

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 18 of 242 Page 16 of 240 Page 16 of 240

From	То	Letter Rating
97	100	A+
94	96.99	А
90	93.99	A-
87	89.99	B+
84	86.99	В
80	83.99	B-
77	79.99	C+
74	76.99	С
70	73.99	C-
67	69.99	D+
64	66.99	D
60	63.99	D-
0	59.99	F

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Zajac Attachment A, Page 5 of 5



John Zajac <jzajac@bbbwestflorida.org>

Fwd: USA Student Debt Relief (Business ID: 90400955)

3 messages

Tawnia Yovanovich <tyovanovich@bbbwestflorida.org> To: Jzajac <jzajac@bbbwestflorida.org> Fri, Apr 12, 2024 at 9:11 AM

Tawnia Yovanovich Trade Practice Specialist Better Business Bureau Serving West Florida 2655 McCormick Dr, Clearwater, FL 33759 d: 727-479-1287 p:727-535-5522 x3319 f: 727-539-6301 BBB.org



------ Forwarded message ------From: **Doug Goodman** <doug@start-connecting.com> Date: Tue, May 4, 2021 at 2:51 PM Subject: Re: USA Student Debt Relief (Business ID: 90400955) To: Tawnia Yovanovich <tyovanovich@bbbwestflorida.org>

Tawnia

Please find below the information you requested. The information and attached documents are noted next to each of the points you listed.

Mr. Douglas Goodman, Owner

USA Student Debt Relief

1412 Pine Bay Dr

Sarasota, FL 34231-3535

RE: BBB Accreditation Request

BBB is updating our classifications for businesses that advertise for or offer debt settlement, debt relief, or debt negotiation services.

In doing so, we're asking your business to provide BBB information and documentation to substantiate how your business complies with the rule, or why the FTC Telemarketing Sales Rule requirements for Debt Relief Services are not applicable. BBB understands the FTC rule applies to those offering services as well as those generating leads for others offering services. The FTC rule generally covers:

- those that produce and disseminate advertisements for debt relief services to generate leads that are sold to actual providers of debt relief services,
- debt settlement businesses that offer consumers the opportunity to obtain lump sum settlements with their creditors for less than the full outstanding balance of their unsecured debts, and
- debt negotiation businesses that offer to obtain interest rate reductions or other concessions to lower the amount of consumers' monthly payment owed to unsecured creditors.

In order to demonstrate compliance with the FTC Rule, please provide BBB the following information:

1. List of principals and their past associations in any debt relief service or other financial service business.

Douglas R Goodman -- President and Associate Member -- has not been previously involved in any debt relief or financial services business -- After graduating with an MBA from Columbia University, worked in marketing for Procter & Gamble and later with a division of Rubbermaid. Founded several natural food marketing companies before launching Start Connecting LLC and its dba subsidiary USA Student Debt Relief..

Doris E, Gallon Goodman -- Associate Member -- has not been previously involved in any debt relief or financial services business. Leads with managing the Company's finances.

John Sebastian Rojas (Doris' son) -- Associate Member -- manages the company's call center in Cali, Colombia. Has had prior experience as a call center representative in a number of different fields including refinancing student loans.

Please see the Overview attachment below for further details.

2. Screenshots of all Web site pages, including all pages seeking information from consumers.

Website with all web pages: https://usastudentdebtrelief.com/

Zajac Attachment B, Page 2 of 10

3. All advertising and/or promotional material used in any media (including print, TV, radio and Internet).

Please see the **Facebook ads** that are attached below

4. Substantiation of all savings claims made in advertising and/or promotional material.

These can be identified and submitted separately

5. Sample copies of all written agreements with consumers.

Please see the **USA + Student+Debt+Agreement** that is attached below to see a sample of an agreement with a customer.

6. All consumer disclosures that explain fees.

Please see the **USA + Student+Debt+Agreement** that is attached below where all fees and services for those fees are detailed

7. Procedures for ensuring that fees are not paid by consumers before debts have been successfully settled, including identification of documentation that confirms this.

All fee schedules, including cancelling or refunding are clearly stated in the **USA + Student+Debt+Agreement** that is attached below

8. Scripts for telephone operators and other employees or independent contractors. [Subject to BBB confidentiality agreement]

Please see the **Selling to prospects** script attached below.

9. A description of (a) all training given to telephone operators and other employees/independent contractors, (b) all monitoring of sales personnel that is conducted, and (c) all monitoring of debt negotiators. [Subject to BBB confidentiality agreement]

Please seeUSA Student Debt Relief Training packetattached belowPlease seeQA training packageattached belowPlease seeQC -TRAINING PACKAGEattached below

Zajac Attachment B, Page 3 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 22 of 242 Page 20 of 240 Page 20 of 240

10. Names and addresses of any sub-contractors (including attorneys) used in marketing and/or providing services to consumers, including a statement of each sub-contractor's role. [Subject to BBB confidentiality agreement]

We have not used subcontractors to provide services to consumers

11. For the past 3 years, copies of all complaints received from or on behalf of consumers as well as the business' response to those complaints. Personally identifiable information may be redacted. [Subject to BBB confidentiality agreement]

These will be submitted separately

12. A minimum of 10 consumer references. More may be requested based on business volume. [To be contacted by BBB but otherwise subject to BBB confidentiality agreement]

These will be submitted separately

13. A list of states where business is registered and/or licensed to perform debt settlement services, including a copy of any licenses.

Please see the BBB Overview for registration and licensing information. The company is officially incorporated and registered in Florida as detailed in the attached Overview document.

14. Any other information requested by BBB.

We will provide whatever you need upon your request

Sincerely,

Tawnia Yovanovich

Trade Practice Specialist

Better Business Bureau Serving West Florida

2655 McCormick Dr, Clearwater, FL 33759

d: 727-479-1287

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 23 of 242 Page 21 of 240 Page 21 of 240 p:727-535-5522 x3319

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f: 727-539-6301

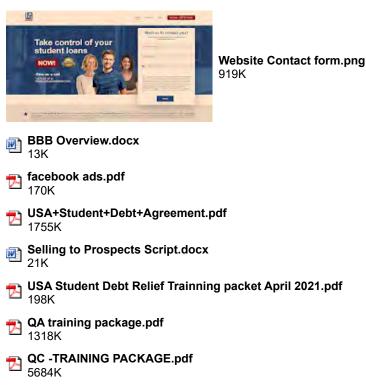
BBB.org





DOUG GOODMAN President 1412 Pine Bay Drive Sarasota FL 34231 Office: (941) 927-0884 Mobile: (941) 587-7966 Email: doug@start-connecting.com www.usastudentdebtrelief.com

8 attachments



Tawnia Yovanovich <tyovanovich@bbbwestflorida.org>

Fri, Apr 12, 2024 at 9:13 AM

To: Jzajac <jzajac@bbbwestflorida.org>

Tawnia Yovanovich *Trade Practice Specialist* Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 24 of 242 Page 24 of 244 Page 24 of

Page 22 of 240

Better Business Bureau Serving West Florida 2655 McCormick Dr, Clearwater, FL 33759 d: 727-479-1287 p:727-535-5522 x3319 f: 727-539-6301 BBB.org



------ Forwarded message ------From: **Tawnia Yovanovich** <tyovanovich@bbbwestflorida.org> Date: Thu, Apr 15, 2021 at 8:13 AM Subject: RE: USA Student Debt Relief (Business ID: 90400955) To: Doug Goodman <doug@start-connecting.com>

Mr. Goodman,

Thank you for your email. At this time we are not taking in person meetings in our offices at this time. We hope you understand. Also I will be out of the office on Friday but would like to set up a call with you today. Please let me know when a good time and number to contact you to discuss your concerns.

If you have any questions we may be reached at the number listed below.

Sincerely,

Tawnia Yovanovich

Trade Practice Specialist

Better Business Bureau Serving West Florida

2655 McCormick Dr, Clearwater, FL 33759

d: 727-479-1287

p:727-535-5522 x3319

f: 727-539-6301

Zajac Attachment B, Page 6 of 10

Facebook Twitter LinkedIn YouTube

From: Doug Goodman <doug@start-connecting.com> Sent: Wednesday, April 14, 2021 4:52 PM To: Tawnia Yovanovich <tyovanovich@bbbwestflorida.org> Subject: Re: USA Student Debt Relief (Business ID: 90400955)

Tawnia

Thank you for the detailed request you placed with us. We have most of the information ready.

I tried calling you this afternoon to see if it would be possible for me to meet with you in Clearwater on Thursday or Friday to be sure we understand your needs and are giving you everything you need. I also would like to provide an introduction to our company that will give you a good perspective for the various business verticals we are undertaking and having very positive early results.

Thanks for all your help.

Doug.

Image removed by sender.

On Fri, Apr 9, 2021 at 1:00 PM Tawnia Yovanovich <tyovanovich@bbbwestflorida.org> wrote:

April 9, 2021

Zajac Attachment B, Page 7 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 26 of 242 Page 24 of 240 Page 24 of 240

Mr. Douglas Goodman, Owner

USA Student Debt Relief

1412 Pine Bay Dr

Sarasota, FL 34231-3535

RE: BBB Accreditation Request

BBB is updating our classifications for businesses that advertise for or offer debt settlement, debt relief, or debt negotiation services.

In doing so, we're asking your business to provide BBB information and documentation to substantiate how your business complies with the rule, or why the FTC Telemarketing Sales Rule requirements for Debt Relief Services are not applicable. BBB understands the FTC rule applies to those offering services as well as those generating leads for others offering services. The FTC rule generally covers:

- those that produce and disseminate advertisements for debt relief services to generate leads that are sold to actual providers of debt relief services,
- debt settlement businesses that offer consumers the opportunity to obtain lump sum settlements with their creditors for less than the full outstanding balance of their unsecured debts, and
- debt negotiation businesses that offer to obtain interest rate reductions or other concessions to lower the amount of consumers' monthly payment owed to unsecured creditors.

In order to demonstrate compliance with the FTC Rule, please provide BBB the following information:

1. List of principals and their past associations in any debt relief service or other financial service business.

2. Screenshots of all Web site pages, including all pages seeking information from consumers.

3. All advertising and/or promotional material used in any media (including print, TV, radio and Internet).

4. Substantiation of all savings claims made in advertising and/or promotional material.

5. Sample copies of all written agreements with consumers.

6. All consumer disclosures that explain fees.

7. Procedures for ensuring that fees are not paid by consumers before debts have been successfully settled, including identification of documentation that confirms this.

8. Scripts for telephone operators and other employees or independent contractors. [Subject to BBB confidentiality agreement]

9. A description of (a) all training given to telephone operators and other employees/independent contractors, (b) all monitoring of sales personnel that is conducted, and (c) all monitoring of debt negotiators. [Subject to BBB confidentiality agreement]

10. Names and addresses of any sub-contractors (including attorneys) used in marketing and/or providing services to consumers, including a statement of each sub-contractor's role. [Subject to BBB confidentiality agreement]

11. For the past 3 years, copies of all complaints received from or on behalf of consumers as well as the business' response to those complaints. Personally identifiable information may be redacted. [Subject to BBB confidentiality agreement]

12. A minimum of 10 consumer references. More may be requested based on business volume. [To be contacted by BBB but otherwise subject to BBB confidentiality agreement]

13. A list of states where business is registered and/or licensed to perform debt settlement services, including a copy of any licenses.

14. Any other information requested by BBB.

Please provide your response at your earliest convenience within ten (10) days. If BBB does not receive a reply, or does not receive an adequate reply, we will update our file and rating concerning your business accordingly.

Zajac Attachment B, Page 9 of 10

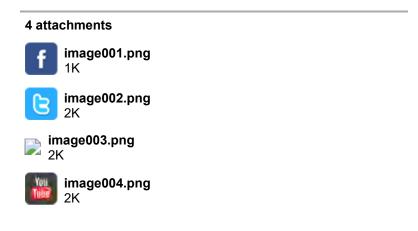
Thank you for your time and attention to this matter. If you have any questions in preparing your response, please contact me at (727) 479-1287.

[Quoted text hidden]

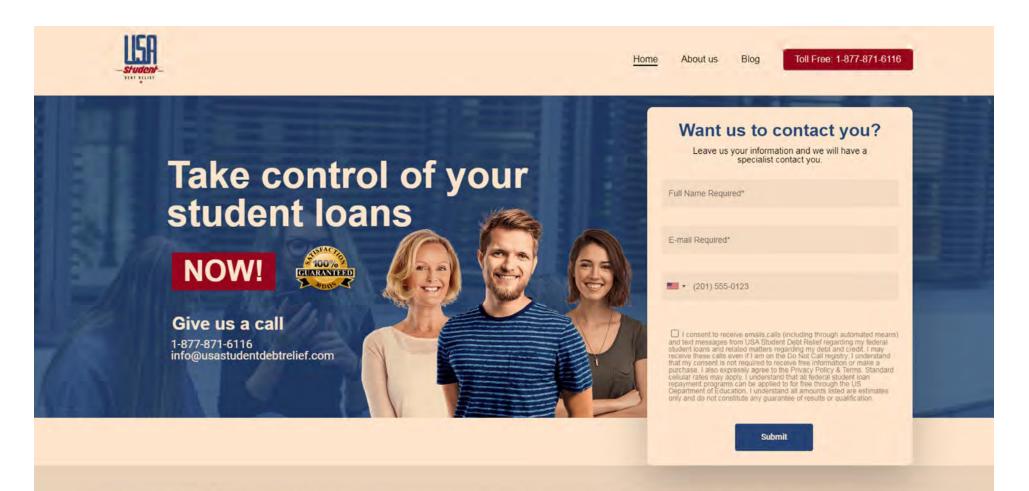


Tawnia Yovanovich <tyovanovich@bbbwestflorida.org> To: Jzajac <jzajac@bbbwestflorida.org> Fri, Apr 12, 2024 at 9:13 AM

[Quoted text hidden]



Zajac Attachment B, Page 10 of 10



*

Disclaimer USA Student Debt Relief is a private company not associated with the Department of Education (DOE) or any other Government entity. Any person can apply for a loan consolidation without paying a fee provided they know the correct steps. USA Student Debt Relief submits the application for student loan consolidation and repayment programs offered by the DOE. USA Student Debt Relief is not a loan servicer or Federal Lender. It does not provide debt relief services. Among these are renegotiating, settling, or in any way altering the terms of a payment or debt. Its services are only for the preparation and completion of federal student loan documents.

FB ads





Get One FREE 15min LEARN MORE consultation can change ...



Start Connecting

...

SIGN UP



WWW.STARTCONNECTING.CO We are hiring now!



Guide for Helping College Students Overcome Student Debt.

...

SIGN UP



USASTUDENTDEBTRELIEF.COM Find out how -> Our processing services are backed b...



...

We have financial services to cover every financial need for student loans.





USASTUDENTDEBTRELIEF.COM **One FREE 15min** consultation can change...



Zajac Attachment D, Page 1 of 1

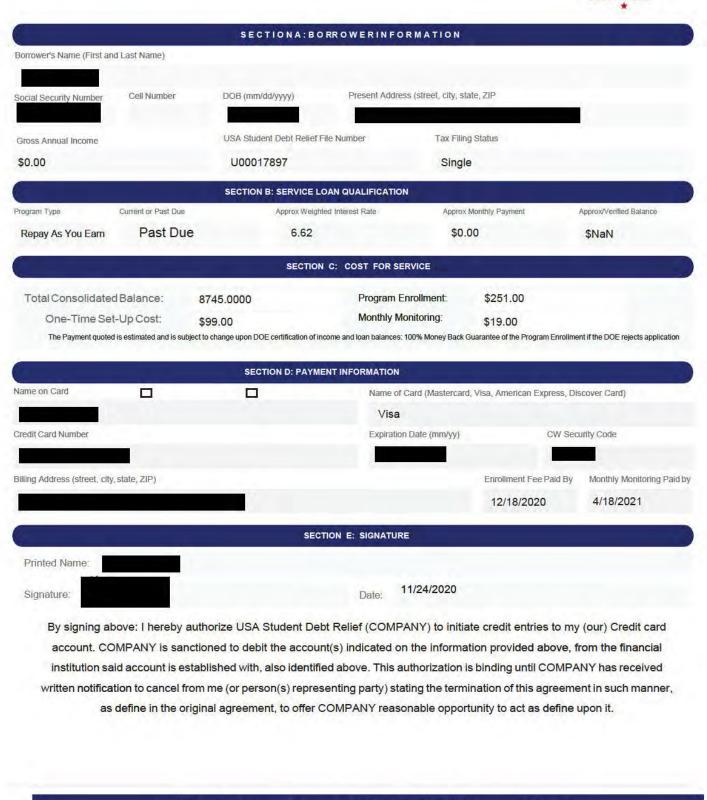


1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116

Toll Free Phone

CREDIT CARD TRANSACTION FORM

SERVICE AGREEMENT CLIENT VERIFICATION



1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116
 Television

Toll Free Phone

DEBT RELIEF

Zajac Attachment E, Page 2 of 11

TRANSACTION SCHEDULE



PAY ABLE TO: BILL TO: USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL, 34231 Phone:877-871-6116 QUANTITY **PRODUCTS & SERVICES** TRANSACTION DATE AMOUNT **Program Enrollment** 4 (One time fee to be parted into 4 payments) 12/18/2020 \$350.00 1 of 4 12/18/2020 \$87.50 2 of 4 1/18/2021 \$87.50 3 of 4 2/18/2021 \$87.50 4 of 4 3/18/2021 \$87.50 4/18/2021 \$19.00 The signature(s) provided below on this Complete Payment Authorization and Schedule Form authorizes payment on services rendered by USA Student Debt Relief (COMPANY). COMPANY is authorized to charge my account (listed in Section D on the Service Agreement Client Verification) in the amount listed above for the products/services that are outlined and enclosed in the invoice and agreement. I have discussed and understood the products/services in the invoice and agreement provided by COMPANY and recognizes these as the product/services provided by COMPANY. In the case of returned payment and /or chargeback, I (we) understand and accept that a fee will be applied and charged to my (out) account 11/24/2020 Borrower Signature Date

Co-Borrower Signature

Date

1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116

Toll Free Phone

Zajac Attachment E, Page 3 of 11

STUDENT LOAN CONSOLIDATION AND REPAYMENT PLAN SERVICES

This Student Loan Consolidation and Repayment Plan Services Agreement (hereinafter the "Agreement") is made and entered into, on the date indicated below, between USA Student Debt Relief, a Florida Corporation ("Company") and Client (as stated on Service Agreement Client Verification Page), hereinafter referred to as ("Client") residing at address on Service Agreement Client Verification Page.

WHEREAS, the Company is in the business of arranging and processing Federal Student Loan Consolidation and Repayment Plan Applications through the US Department of Education ("DOE") for clients with qualifying Federal student Loans; and

WHEREAS, the Client wishes to employ Company to perform the following services ("Services"): (1) analyze Client's Federal Student Loan debt situation; (2) research potential debt restructuring or repayment options that are available to Client; (3) present Client with the results of such research; (4) prepare a Federal Student Loan Consolidation plan and application for Client; and optionally (5) continue to manage said repayment schedule on behalf of client by monitoring the file and providing the necessary paperwork to DOE or loan servicer on Client's behalf throughout the term of the loan to ensure that Client continues to receive the maximum benefits offered by the DOE program.

NOW, THEREFORE, in consolidation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1) SERVICES AND FEES

a) Services

Upon receipt of all information and verified documentation from Client and payment of the Enrollment Fee, Company will prepare the initial DOE paperwork and send said documents to Client for signature. Upon return of the signed documents to Company, the documents will be reviewed and processed for submission to the DOE. Company shall further monitor the application status with the DOE if Client elected such service on the Service Agreement/Client Verification form.

b) Fees for Services/Setup

There will be a one-time, non-refundable \$99 setup fee required to create client's account, including inputting client information, reviewing and researching available programs, and gathering of necessary documents. All processing of Client's account will begin the date that payment is accepted by Company. In exchange for services rendered by Company, Client agrees to pay to Company an Enrollment Fee of \$400. Said fee is to be paid as required on the attached Service Agreement Client Verification form. Company provides a 30 Day Full Satisfaction 100% money back guarantee of the Enrollment Fee only if the DOE rejects Client for a Federal Student Loan Consolidation or Repayment Plan. Notwithstanding anything herein to the contrary, upon expiration of the cancellation period as identified in this Service Agreement, there are no refunds or prorated refunds thereafter.

c) Payment and Processing Fees

Client hereby authorizes Company to deduct all payments due according to this contract from the financial institution (as listed on Service Agreement Client Verification Page) or such other financial institution that may be used by Client. In the event of Client's default of the obligations herein, Client authorizes Company to debit Client's account for the full amount due under this agreement. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by Company to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until Company has received written notice from Client of its termination in such time and such manner as to afford Company a reasonable

Zajac Attachment E, Page 4 of 11

opportunity to act. A fee/payment (whether paid by debt or other means) that is not honored by Client's financial institution for any reason will be subject to a \$20 service fee, the amount of which may be debited from Client's account by Company. Client agrees to pay an additional \$15 fee monthly if Client fails to provide Company with a valid financial institution account for automatic debits at any point after Company begins the consolidation and servicing process.

d) Limited Money Back Guarantee

No refunds will be given after Company has provided DOE paperwork to Client by mail or electronic delivery, or if Client fails to continue the process after the signing of this document. Company will reimburse the Enrollment Fee Payment if, and only if, the Client fails to receive a Federal Student Loan Consolidation or repayment plan through the Department of Education after reasonable efforts by both parties and is subject to the following conditions: (1) student loans that Client presents to Company are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted; (2) Client fully cooperates, is honest and timely in providing all information requested by Company and DOE; and (3) Client does not possess a characteristic that pursuant to DOE rules would disqualify Client from receiving a consolidation. All refund requests may be mailed to the following address: Attention: 1412 Pine Bay Drive, Sarasota FL 34231.

2) OBLIGATIONS OF COMPANY

Company's obligations are set forth in Section 1(a) hereinabove. Client hereby acknowledges that Company shall not be obligated to provide any services to Client other than those set forth above and in the Service Agreement Client Verification form. Subject to the terms and conditions of this Agreement, Company will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under this Agreement and applicable laws, to perform and fulfill all obligations to be performed and fulfilled under this Agreement.

3) OBLIGATIONS OF CLIENT

Client hereby affirms that Company has provided them with a counseling session with a Company Student Loan Counselor. Client acknowledges and warrants to Company that he / she/ they will, at all times, provide Company with information and documents that are complete, accurate, and true to the best of their knowledge and belief. The Client shall pay all sums due to the Company promptly and in accordance with the terms of this Agreement. Time shall be the essence in respect of the payment of all such sums. Client shall cooperate with Company and provide all reasonable assistance to Company in order to allow for Company to provide the Services hereunder. Client acknowledges that such cooperation and assistance is necessary to enable Company to perform the Services.

4) LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of Company, Company's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Company from Client pursuant to this Agreement.

5) RIGHT OF CLIENT TO CANCEL

a) Notice of Right to Cancel

Company provides Client with the right to cancel this Agreement, without cost to Client, within 30 business days of the date Client executes this Agreement. If Client cancel's this Agreement within the 30 day period, all funds paid by Client to Company (other than the non-refundable set

Zajac Attachment E, Page 5 of 11

up fee) will be returned to Client. Upon expiration of the cancellation period, there will be no refunds other than those outlined in Section 1(d) herein.

b) Notice of Cancellation

If Client decides to cancel this Agreement, you may do so by notifying Company in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing the document.

Please email or mail to:

info@USAsudentdebtrelief.com

Mail: 1412 Pine Bay Drive, Sarasota FL 34231

If Client cancels via mail, Company must receive the above notice at the stated address, no later than midnight of the 30th business day, following the date of Client's execution of this Agreement. Sunday is not considered a business day. If Client emails a written notice to cancel; it must be delivered to the above email address in the same time-frame as mail.

6) INDEMNIFICATION

a) Client hereby agrees to defend and hold harmless Company from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representation and warranties herein contained. This Agreement constitutes the entire agreement between the parties. Company makes no warranty, express, or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against Company, its officers, directors, employees, agents, brokers, and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of Company or Client's failure to follow any recommendation of Company, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination.

7) CROSS-REFERENCES

All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

8) TIME IS OF THE ESSENCE

With every provision of this Agreement, time is of the essence. Once initial and pertinent paperwork has been received, processing will begin. Company will always perform services with efficient time management. Please be advised that Federal Student Loan Applications rely on the relevant lenders for prompt service and Company cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the Department of Education (DOE) is 90 days, the period of time required may be prolonged contingent on any services rendered by relevant lenders or DOE.

9) ELECTRONIC SIGNATURES

The parties mutually understand and agree that electronically signed signatures of this Agreement shall be deemed an original for all lawfully enforceable purposes. Client agrees, unless specifically requested otherwise, that by entering into transactions with Company, Client affirms consent to receive, in an electronic format, all information, copies of agreements and correspondence from Company and to also send information in an electronic format unless previously agreed upon in writing with Company. Client consents and agrees that Company may provide all disclosures, periodic statements, notices, receipts, modifications, amendments,

Zajac Attachment E, Page 6 of 11

and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client reserves the right to receive a paper copy of any of these electronic records, if applicable law specifically requires Company to provide such documentation. Client's consent may be withdrawn at any time upon Company's receipt of such withdrawal. Withdrawal of consent will decrease the speed of completion of transactions and delivery. To inform Company of a decision to; withdraw consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update your information you may send an email to info@USAstudentdebtrelief, com; call us at: 1-877-871-6116, or mail a letter to the following address: USAstudentdebtrelief, 1412 Pine Bay Drive, Sarasota FL 3423.

10) COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11) NO TAX OR LEGAL ADVICE PROVIDED

Company and its agents do not and will not provide tax or legal advice. Client is advised to consult with a lawyer, accountant, or tax advisor regarding the tax and legal consequences of participation in any program.

12) THIRD PARTY AUTHORIZATION FORM

The attached Third Party Authorization Form will serve to acknowledge that Client has authorized Company to act on their behalf to review and prepare applications and perform the Services. Client hereby authorizes Company to verify all of Client's past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to perform services or process Clients Federal Student Loan Consolidation or Repayment Plan Application. It is understood that a copy of this form will also serve as authorization. The information Company obtains will only be used for the Services prescribed in this Agreement.

13) NOTICES AND CONSENT GIVEN

Company records and archives all incoming and outgoing telephone calls. Client hereby consents to such recordings and/or monitored phone calls for quality assurance purposes. Client understands that Company will need to contact Client for various servicing issues throughout the consolidation period and subsequent servicing timeframe, and Client consents to allow Company to contact Client via Client's e-mail address and any telephone numbers that Client has provided to Company. Client understands and consents that Company has the right to assign or sell Company's servicing portfolio, and that the assignee/buyer must be bound by all provisions of this Service Agreement between Client and Company.

14) COMPLAINT POLICY:

The Company's goal is to provide exceptional service to our clients. While every effort is taken to ensure we treat our clients in a fair, courteous, and honest manner, we are also subject to error. We believe that our clients have the right to voice their opinion and the right to have their complaints addressed. We also believe that a successful organization must be willing to evolve in order to meet the needs of its clients. Therefore, we have established a complaint process for clients who are unsatisfied with the service or treatment they receive. How to send in a complaint: In the event you are unsatisfied with our service, please direct your comment or complaint with the employee or team responsible. If the individual employee cannot resolve the matter, we will engage the relevant manager or director to try to resolve the matter. We will always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution provided, you may then notify our Compliance Officer in writing at:

E-mail address: info@USAStudentdebtrelief.com

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please include the following in your written correspondence. A clear description of the complaint and any suggestions you may have that would resolve your grievance. Details of any relevant information relating to any contacts you may previously have had with Company on this subject. Whether it is n original complaint, or a follow-up to a reply you were not satisfied with. Your complete contact information (including full postal address, telephone number, and e-mail address) and your date of birth (for verification purposes). The Company strives to resolve all complaints as quickly and efficiently as possible. Client can expect to receive a response from Company within 10 business days after submitting a complaint. If Client's case is particularly complex and cannot be resolved within 10 days, Company will provide Client with an estimated time in which to receive a response.

15) DISPUTE RESOLUTION; GOVERNING LAW; VENUE

This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Florida. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this Agreement or the transactions contemplated hereby must be brought either in the courts sitting in Sarasota County Florida, or in the United States District Court for the Central District of Florida in Tampa and by execution and delivery of the Agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

16) SEVER ABILITY

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect.

17) FORCE MAJEURE

Neither party shall be responsible or liable to the other party for delays or failures (including any delay by the Company to make progress in the provision of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of the United States Government and any of its agencies and branches.

18) HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for convenience only and shall not in any way affect the interpretation of the provisions of this Agreement.

CLIENT(S), BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHAGE FOR THE ENROLLMENT FEE PAYMENT FOR COMPANY'S SERVICES. COMPANY IS NOT A LENDER OR SERVICER OF ANY SORT, DURING THE PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE BENEFIT FROM THE SURVICES THAT COMPANY INTENDS TO PROVIDE HEREUNDER. CLIENT FURTHER ACKNOWLEDGES THAT COMPANY, AND/OR ANY OF ITS AGENTS HAVE PROVIDED NO GUARANTEES TO CLIENT OF A SPECIFIC OUTCOME, AND A POSITIVE OUTCOME CANNOT BE GUARANTEED. CLIENT HAS BEEN ADVISED THAT ALL INFORMATION REQUIRED FOR CONSOLIDATING OR QUALIFYING FOR A REPAYMENT PLAN FOR THEIR LOANDS AND/OR GARNISHMENT LOAN IS AVAILABLE TO THEM DIRECTLY AT NO COST THROUGH THE DEPARTMENT OF EDUCATION AND HAS DECODED ON THEIR OWN ACCORD TO PROCEED WITH THE SERVICES PROVIDED BY, AND THE ASSISTANCE OF, COMPANY. CLIENT UNDERSTANDS COMPANY DOES NOT OR WILL NOT PAY CLIENT STUDENT LOAN. COMPANY'S

Zajac Attachment E, Page 8 of 11

SERVICES AND PROGRAM HAS BEEN EXPLAINED IN FULL AND TO CLIENT'S SATISFACTION. CLIENT IS FULLY AWARE AND UNDERSTANDS WHAT CLIENT IS ENROLLING IN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Agreed to and accepted by:

COMPANY

CLIENT

Printed Name: USA Student Debt Relief Printed Name:

THIRD PARTY AUTHORIZATION

TO: ANY AND ALL OF MY STUDENT LOAN CREDITORS:

I, hereby duly authorize, empower and appoint Company, its agents and representatives, permission to perform any acts necessary or convenient on my behalf, including but not limited to, the following:

1. Prepare, sign, and file any documents pertaining to my student loans with any governmental body or agency, represent me in all student loan matters including: negotiating, compromising, or settling any matters with said government agencies, and communicate on my behalf as I would were I present and acting with any and/or all of my federal student loan providers

2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, including but not limited to: the balance of my account, payment history verification of the account and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide Company is true and accurate.

3. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, to communicate directly with Company concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act. I further request that all of my lenders direct all further telephone calls to:

Company of 1412 Pine Bay Drive, Sarasota FL 34231; 1-877-871-6116. Any and all communications directed to me will be referred to Company and per my instruction lenders and servicers should only deal directly with Company. I understand that Company is not a law firm, is not licensed to practice law or provide legal advice, and that I will not request or accept, any legal advice from Company relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against Company relating to the practice of law.

I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the Company program.

I agree that any electronic copy of my signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Third Party Authorization shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

This Third Party Authorization granted to Company shall remain in force unless it is rescinded or modified in writing or upon

Client Signature:

Date: 11/24/2020

NOTICE OF RIGHT TO CANCEL

1. YOUR RIGHT TO CANCEL:

USA Student Debt Relief (USASDR) is in the business of providing student relief services for our CLIENT(S). CLIENT(S) have signed and agreed to the terms and conditions of the above AGREEMENT. USASDR is providing CLIENT(S) with the right to cancel the AGREEMENT, without cost; within thirty (30) business days of the date CLIENT(S) signed the original AGREEMENT.

If CLIENT(S) cancels the AGREEMENT within this 3\thirty (30) day period, the funds will be returned to CLIENT(S). USASDR will return any funds CLIENT(S) paid, except the non-refundable \$99 set up fee to USASDR and/or to anyone else in connection with the AGREEMENT. Upon expiration of the cancellation period, as identified in this Service Agreement, there will be no refunds.

2. HOW TO CANCEL:

If you decide to cancel this AGREEMENT, you may do so, by notifying us in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing this document.

Please email to:

Email: info@USAStudentdebtrelief.com

Or mail to:

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please note if you cancel via mail, we must receive the above notice at the below-address, no later than midnight of the thirtieth (30) business day, following the date of your signing the Agreement. Sunday is not considered a business day. If CLIENT(S) fax and/or hand-deliver a written notice to cancel; it must be delivered to the above address not later than that timeframe.

Client Signature: _____

Printed Name: _____

Date: _____



Audit Trail

DigiSigner Document ID: e0c717f8-60c5-40d4-914f-6ff653eabba1



Sales Script

Agent: Thank You for Calling Student Relief this is (Agent Name) how can I assist you?

Agent: Ok let's get started by getting your first and last name?

Agent: Thank you, can we confirm the best number to reach you, and your email as well?

Agent: Well let me start by explaining to you a little bit more about us and how these programs work. The name of our company is USA Student Debt Relief and what we do is collect, process and submit all required documents to the Department of Education on behalf of our clients. We work with Federal Programs based on your income and family size where you have the chance to have a reduction on your monthly payments that will be affordable to you.

Agent: Let's go ahead and get started are you currently in school? Are you currently in any type of bankruptcy? So how much do you currently owe on your student loans? , and what is the current status of your loans?

Agent: What we are going to is complete the application for income driven repayment programs, I'm going to start by asking you some standardized questions so we can determine which program you qualify for with that in mind what is your family size?

- Are you single or married?
- Do you happen to work in public service, such as working with the city, the state or a non-profit organization?
- What is your gross monthly or yearly income?
- (What would be your spouse's income *if they are married and file together.)

Agent: When was the last time that you saw your loan balance? I understand, what we need to do know is verify the status and current balance of your loans. Are you familiar with Federal Student Aid or Studentaid.gov?

Federal Student Aid is the website where you are able to see the current status of your loans, the program that you are currently under. The number of loans that you currently have, to see if you are already in a program or if you happen to have any kind of current past due status that would need to be updated to be able to place you in the program. This is where we will be sending your documentation from to consolidate your loans and the change of program that we are enrolling you under.

In order for us to verify the loan balance, I'm going to send you the link to Federal Student Aid/ Studentaid.gov for you to log in and look at the loan balance and status of your loans so we can see what program we are able to place you under.

Agent: Before you enter any information, please make sure you are on the correct site which is <u>www.studentaid.gov</u>;? (Wait until client confirms and continue).

Do you recall what your username and password are for the Federal Student Aid website?

OK, let's go ahead and log in.

If you don't remember the username and password you can recover it by entering your phone number if it's registered and verified. Your email address can be used as well. If they are not you will need to enter your social security number, last name and DOB.

(Walk client through the steps in order to login.)

Agent: You should see the website which is Federal Student aid. (Walk client through the process of logging in correctly.

Once you are there please let me know the status and loan balance of your loans?

Does it say that you are currently under default status, forbearance and or deferment?

- Please click where it says view details to see the details of the loans that you currently have.
- What repayment plan does it show that you are currently under? Standard, Graduated, Income Based, Income Contingent, PAYE or Repay program?
- Alright, now please proceed to download a copy to have the system give us the best program to place you under.
- Once you have the download please send it to me via email in order for us to get an accurate calculation from our database? (Send client email and have them reply to it with the file attached.)

Based on the income and family size that you provided, we are able to place you in the income driven repayment plans (Whichever program client qualifies for vs. Standard/Graduated program) to lower your monthly payment, and get the past due status of your loans lifted. (Make sure client is aware of both options and the term for the income driven program as well as the payment for the first 12 months. Explain to client the recertification process annually.)

What we are going to go over now is the program that you are currently under are you aware of how the Standard Repayment plan works?

The standard repayment plan is a program in which you will be paying of your loan in a duration of 120 months, which is the sum of 10 years. During those 120 months you will be paying 1% of what you currently owe plus your current interest. Since you currently owe:

\$20000, 1% of your balance will be \$200 plus your current interest. Means that your monthly payment at the time is \$220 monthly correct? Let's do the math together.

Please get a pen and a paper, \$220 for 120 months would give you \$26,400 in that repayment time. If at any point you pay over the \$220 dollar amount the principal balance of the loan would be affected and allow you to pay off your loans before the 120 months term. This is usually the option that lenders place you under and they fail to offer you the income driven program that could benefit you.

The name of the program for which you are able to be placed into is the PAYE/REPAYE/ IBR/ICR (Program client qualifies for) The reason why you are able to be placed into an income driven payment plan is based on 2 factors: Income and family size.

An eligibility requirement for the INCOME BASED REPAYMENT and PAY AS YOU EARN plans. For IBR, a circumstance in which the annual amount due on your eligible loans, is calculated under a 10-year STANDARD REPAYMENT PLAN, exceeds 15% of the difference between your adjusted gross income (AGI) and 150% of the poverty guideline for your family size in the state where you live.

For a PAY AS YOU EARN (PAYE) Program, a circumstance in which the annual amount due on your eligible loans as calculated under a 10-year STANDARD REPAYMENT PLAN, exceeds 10% of the difference between your adjusted gross income (AGI) and 150% of the poverty line for your family size in the state where you live.

For both plans, the amount that would be due under a 10-year STANDARD REPAYMENT PLAN is calculated based on the greater amount of the amount owed on your eligible loans when you originally entered repayment or the amount owed at the time you selected the IBR or PAYE Programs.

(Meaning your payment will always be lower than the STANDARD REPAYMENT PLAN, assuming that you are under financial hardship. Which is the reason why you qualify for forgiveness.)

Give client payment amount based on the calculation, explain term and annual re certification; Ask client if he or she has any questions

The way that we are able to complete this process is by physically sending the documentation on your behalf to submit the correct documents.

What we are going to do is submit a loan consolidation application on your behalf/Start a loan rehabilitation process (If Needed-Read details in system)

A consolidation is the process of unifying one or more loans into one loan. Lowering the payment amount. Capitalizing on the interest that has accrued to the principal amount of the loan. Lowering the overall interest. Can be used to lift a DEFAULT status of a loan.

First, we are going to be submitting the consolidation of the loans to get the loans to current status.

Once we have completed the submission of your consolidation application and it has been approved you will make the first payment within the next 5 days after the reception of the consolidation approval.

After the consolidation approval is received the income driven repayment plan application has to be submitted to complete the enrollment into the income driven plan.

With the income driven repayment plan application the documentation required is the evidence of the current income that you are receiving. How often do you receive your income, weekly, bi-weekly, or monthly?

In this case we are going be sending you the application on your behalf. We will need your proof of income for the past 30 days in order to submit your application. After your submission and your consolidation is approved you have the option to have your program re-certified annually.

So, you can make \$19 payments monthly to keep us in communication to you in case there are any changes to the current programs or any updating requirements. That way when the re-cerfication time comes you will be able to just submit your documentation once again as we will submit to you already filed out and you attach the evidence of the income.

If at any point you wish to be able to withdraw from the program and request a change of repayment plan you are free to do so.

On the application which we are submitting the remaining information needed would be your date of birth and current mailing address.

Perfect have you signed an electronic document in the past?

The last step would be adding your method of payment so we can process the payments once you have received all documentation as proof that we are correctly submitting the application to the best of your benefits.

Please direct yourself to usastudentdebtrelief.com

Within our website you will see at first an introduction of what are our services as they were just explained. That we aren't associated with the DOE nor are we representatives of the federal government. What we do is collect, process and submit your documentation to get you into the program itself for which you are qualified for.

After which you will see a couple of our reviews and all our certifications, then you will be able to see some blogs regarding information student loans so you can be better informed at all times.

All the way at the bottom of the page there is a red button that states process payment.

Upon clicking on that button you will get taken to a new page where you will see a disclaimer stating that:

Dear customer, your security is very important to us, Online payments are passed via SSL (Secure Socket Layer) to a payment processor where your information is completely private

and secure. USA Student Debt Relief and the payment processor are PCI Complaint Certified and meet all requirements to protect your information at all times. This ensures that your information is being handled in accordance with industry security standards.

Correct?

Ok, begin completing your information regarding the method of payment that will be authorized to be processed.

Begin by entering the type of card you will be using whether its debit, credit or pre-paid.

Followed by the name on the card. Then the type of card it will be VISA, Mastercard, AMEX, or Discover. The card number, the expiration date, and lastly the CVV number on the back of the card.

Then please enter the billing address of the card. Upon entering the card the last step is for you to give a review of your process with me as your agent. So we can improve on our process to be able to better help others.

Do you have any questions or concerns at this time? Answer questions and concerns and give client your contact info including email and phone number. Also give them their file number.

USA Student Debt Relief

USA Student Debt Relief is a company that works with Individuals who currently hold federal student loan debt. What we do at USA Student debt relief is collect, process and submit Documentation to the Education Department on behalf of our clients to alleviate their student loan situation.

How do we do that

We at USASDR, help people by collecting, submitting, and processing the required documents for our clients to be properly enrolled into **INCOME DRIVEN REPAYMENT PLANS.** We collect the required documents and submit them to the ED Dept. (Education Department). We make sure that the individual qualified is placed and approved into the right program therefore we guarantee our services. The **2 factors** to take into consideration are: **Income and family size**- so the payments are always affordable and capped. We have a team of trained loan counselors that will find the solutions for every borrowers' situation. In some cases, Loan Forgiveness is the answer, in others a monthly reduction on payment. We work for you according to what your needs and your qualifications are. We have all the Ins-and-Outs that Lenders fail to explain to borrowers who are paying their lenders monthly payments that could be a lot higher than they can afford. We offer several services ranging from Loan Forgiveness, Loan Consolidation, Loan Rehabilitation and Additional Benefits such as: Public Service Loan Forgiveness, Total And Permanent Disability Forgiveness, and Borrowers' Defense Discharge.

Mission

Our mission is to help out thousands of people by providing the option of a repayment plan that they can actually complete. Placing them in Federal programs that are based on income and family size in order to avoid having our customer's ever fall into a negative status on their student loans.

<u>Vision</u>

We aim to provide a professional service that thrives on three things, clarity, security, and relief.

Our services thrive on clarity because everything that we do is transparent; we are an independent company therefore we are not a none-profit organization- we pride ourselves in working with our clients. We guarantee our services as well as the approval of the application we submit on your behalf. Our 100% money back guarantee policy protects the individuals we work with. Finally, and most important, we provide relief by assisting and aiding individuals under financial duress with solutions that work effectively and permanently in their Federal student loan situation.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 48 of 242 Page 46 of 240 Page 46 of 240

What personal information do we collect from the people that visit our blog, website, or call our Tollfree number?

When registering on our website or using our services, as appropriate, you may be asked to enter your Name, Email address, mailing address, Phone number, or other details to help you with your experience pertaining to your personal Identifiers.

When does data collection begin?

We collect information once you fill out a survey, click on one of our Social Media Ads, or contact us through our Chat line or our 800 Toll free number. How do we use your information?

We may use the information we collect from you when you register, make a purchase, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

• To individually use the information given to personalize the service we will render to you according to your needs.

- To make our website a User-Friendly Site according to your feedback.
- To allow us to better service you in responding to your customer service requests.
- To quickly process your transactions.

• To send periodic emails giving you updates in regards to your Services, your order and the status of your account.

Terminology:

Adjusted Gross Income:

You or your family's wages, salaries, dividends, etc. minus certain deductions from income as reported on a federal income tax return. (The income before taxes or any kind of deductions)

Administrative Wage Garnishment:

A tool that allows the federal government or your guarantee agency to have your employer withhold a portion of your earnings (income) to collect unpaid non tax debts that you owe to the federal government. If you have a federal student loan in DEFAULT, up to 25% of your disposable income/pay could be taken by the federal government or your guarantee agency to repay your debt. (A process in which your collection agency takes your income because you neglected your debt. Keep in mind that the

person who is being garnished will receive a wage garnishment notification and their employer will be contacted as well.)

Annual Percentage Rate (APR):

The total cost of borrowing money expressed as an annual rate.

Associates Degree:

An undergraduate academic degree granted after completion of two years of study. Community colleges and career colleges generally award associate degrees.

Award Amount:

Amount of aid a student is expected to pay based on the student's current grant and loan eligibility to provide if you accept admission and register classes at this school. (Amount given to borrower)

Bachelor's Degree:

An undergraduate academic degree awarded for a course of student that generally lasts four years. Colleges or universities generally award bachelor's degrees.

Cancelation:

The release if the borrower's obligation to repay all or a designated portion of principal and interest on a student loan. Also known as a DISCHARGE or FORGIVENESS of a loan.

Capitalization:

The addition of unpaid interest to the principial balance of a loan. When the interest is not paid as it accrues during periods of in-school status, the grace period, deferment, or forbearance. Your lender may capitalize the interest. This increases the outstanding principal amount due on the loan and may cause your monthly payment to increase. Interest is the charged on that higher principal balance increasing the overall cost of the loan.

Collection Agency:

A subcontracted agency that recovers the unpaid debt from borrowers who have defaulted on their loans.

Collection Costs:

Expenses charged on the defaulted federal student loans that are added to the outstanding principal balance increasing the overall cost of the loan. Collection costs are usually split between 30%-70% meaning 30% of what is taken is being added to the debt as principal. However, the remaining 70% that is being taken is added as a fee and added to the capital of the debt. Meaning the borrower is losing twice because he is giving 70% of what is being taken from them to be added as principal at a later date usually at the end of year. Increasing what is being billed as fees.

Consolidation:

The process of unifying one or more loans into one loan. Lowering the payment amount. Capitalizing on the interest that has accrued to the principal amount of the loan. Lowering the overall interest. Can be used to lift a DEFAULT status of a loan.

Credit Bureau:

An organization that tracks and reports your credit, including your history of paying bills and calculates your ability to repay future loans. For example, if you DEFAULT on a student loan, it is reported to a credit bureau, and other lenders maybe less likely to extend credit to you in the future.

Default:

Failure to repay a loan according to the terms agreed to in promissory note. For most federal student loans, you will default if you have not made a payment in more than 270 days. You experience serious legal consequences if you default. (Your income can be garnished, and your taxes can be offset). The government will take part of your weekly, bi-weekly or monthly income and they can also offset your taxes. (Can happen).

Default Rate:

The percentage of borrowers who fail to repay their loans according to the terms of their promissory notes.

Deferment:

A postponement of a payment on a loan that is allowed under certain conditions and during which interest does not accrue on Direct-Subsidized Loans, Subsidized Federal Stafford Loans and Federal Perkins Loans. All other federal student loans that are deferred will continue to accrue interest. Any

unpaid interest that accrues during the deferment period will be added (capitalized) to the principal balance of the loans.

Delinquent:

A loan is delinquent when loan payments are not received by the due dates. A loan remains delinquent until the borrowers makes up the missed payment(s) through payment, deferment, or forbearance. After being delinquent for 270 days the loans automatically enter DEFAULT. (Where income can be garnished and taxes be offset.)

Direct Consolidation Loan:

A federal loan made by the U.S Department of Education that allows you to combine one or more federal student loans into one new loan. As a result of consolidation, you only have to make one monthly payment on your federal student loans, the amount of time for you to pay the loan can be extended.

Direct Loan:

A Federal student loan, made through the William D. Ford Federal Direct Loan Program, which made eligible both students and parents if they needed to borrow directly from U.S Department of Education. Direct Subsidized Loans, Direct Unsubsidized Loans, Direct PLUS Loans, Direct Consolidations are types of Direct Loans.

Direct PLUS Loan:

A loan made by the U.S Department of Education to graduate or professional students and parents of dependent undergraduate students for which the borrower's fully responsible for paying the interest regardless of the status of the loan.

Parent Plus loan

A loan given to the parent of a student makes him/her the co-signer for this loan and the one responsible for paying it. The parent must repay this loan and the only Income Driven Repayment plan which the loan qualifies for is the Income Contingent repayment program.

Disbursement:

Payment of the federal student aid funds to the student by the school. Students generally receive their federal student's funds in two or more disbursements. The amount is usually given in two so that the

student can be able to cover his expenses accordingly. However, this also means that more interest will be accruing because it would count as two loans.

Discharge:

The release of a borrower from the obligation to repay their loan.

Discretionary Income:

The income that remains at the end of you covering all your needs and expenses at the end of the pay period is your discretionary income. For the purpose of the INCOME DRIVEN PROGRAMS, it's the difference between your income and 150% of the poverty guideline for your family size and state of residency. Your payments are then adjusted between 10-25% of your discretionary income to determine your payments.

Doctorate's Degree:

A doctorate or a doctor's degree is an academic degree awarded by universities usually requires 8 years of study to acquire. Usually is research dependent meaning extensive research is required to be able to obtain. -**GRAD LOANS.** - = 300 Months.

Federal Family Education Loan (FFEL) Program:

Under this program, private lenders provided loans to students that were guaranteed by the federal government. These loans were given out until 2010. All loans given out today are Direct Loans. These loans can be consolidated into Direct Loans by themselves without the need for two loans.

Federal Pell Grant:

A grant (Scholarship) given to students that are in dire financial need to be able to complete their students only for undergraduates. Also, it only has to be paid back if the borrower withdraws from school, receives outside scholarships during the same year. You aren't eligible if you have been to state or federal jail, or have a record for any sexual related charges. You cannot apply during the same year that you have been incarcerated.

Federal Student Aid:

Financial aid from the federal government to help you pay for education expenses at an eligible college or career school. Grants, loans and all work-study are types of federal student aid. You must complete a FAFSA to apply for this aid.

Enrollment Fee:

What the borrower or client is paying us to be able to legally work on their file on their behalf. They are hiring us to submit the proper documentation and place them into the program that they were qualified for.

Enrollment Status:

Reported by the school the student attended, indicated whether the student is (or was) full time, threequarters time, half time or less than half time. (Being in school, being in repayment and forbearance or deferment also count as a status to determine whether we are able to work with said individual.)

Forbearance:

A Period during which your monthly loan payments are temporarily suspended. Your lender may grant you a forbearance if you are willing but unable to make loan payments due to certain types of financial hardships. During forbearance, principal payments are postponed but interest will continue to accrue. Unpaid interest that accrues will be added to the principal balance of your loans. There is a maximum 36-month duration of forbearance for the lifetime of a loan. Once the months are used, the loans can no longer be placed on hold. Meaning the person will have to find a way to make payments on their loans. Which is why INCOME DRIVEN PROGRAMS are a great solution to this problem.

Grace Period:

A period of time after borrower's graduate, leave school or drop below half-time enrollment where they are not required to make payments on certain federal student loans. Some federal student loans have the interest added to the principal balance of the loan when the repayment period ends.

Guaranty Agency:

A state agency or a private, non-profit organization that administers FEDERAL FAMILY EDUCATION LOANS (FFEL).

Income Tax Offsets:

A debt collection tool that allows the government to seize income tax refunds from individuals who owe the federal government to help repay the outstanding debt. This tool may be used for federal student loans borrowers who are in DEFAULT. Your entire tax return can be taken and added to your debt however usually only 30% of what is taken is added to your debt.

Insolvency: The inability to make payments.

Interest: A loan expense charge for the use of borrowed money. Interest is paid by the borrower to the lender, the expense is calculated as a percentage of the unpaid principal amount of the loan. The RATE is the percentage at which interest is calculated on your loans.

Lender:

The organization that made the loans initially; the lender could be the borrower's school, a bank, a credit union, or other lending institution, or simply the U.S Department of Education. Which would be backed by the federal government.

Litigation:

The act or process of bringing or contesting a legal action in court.

Loan Forgiveness:

The cancelation of all or some portion of your remaining federal student loan balance. If your loan is forgiven. You are no longer responsible for repaying the remaining portion of the loan.

Loan Rehabilitation:

The process of bringing a loan out of default and removing the default notation from a borrower's credit report. To rehabilitate a Direct or a FFEL loan (or any type of loan). The borrower must make at least 9 on time "Good Faith" payments of an agreed amount within 20 days of their monthly due dated over a 10-month period. WAGE GARNISHMENT will continue for 6 months if started during this time. Upon the completion of the program the DEFAULT status will be lifted.

Loan Servicer:

A company that collects payments, responds to customer service inquiries, and performs other administrative tasks associated with maintaining a federal student loan on behalf of a lender. (In most cases can be the same lender that the borrower has).

Master's Degree: An academic degree given to someone who has obtained a Bachelor's degree and will continue to study in depth to advance their knowledge in their field. Usually is a 6-year degree. It is a GRADUATE DEGREE.

Master Promissory Note:

A binding legal document that you must sign when you get a federal student loan. The MPN can used to make one or more loans for one or more academic years (up to 10 years). It lists the terms and conditions under which you agree to repay the loan and explains your right and responsibilities as a borrower. It's important to read and save your MPN because you'll need to refer to it later when you begin to repay your loan or at other times when you need information regarding the loan such as, forbearance or deferments.

Monitoring Fee:

What the borrower is paying us to make sure that they don't fall into default, to recertify and complete the process of monitoring the account for any changes that could have been applied to the program that the borrower was placed into. That way when the recertification time comes around, we simply submit everything for them to continue well on the program on time and without delays. Billed as \$9/\$19/\$29 a month upon completion of the enrollment fee.

Partial Financial Hardship:

An eligibility requirement for the INCOME BASED REPAYMENT and PAY AS YOU EARN plans. For IBR, a circumstance in which the annual amount due on your eligible loans, is calculated under a 10-year STANDARD REPAYMENT PLAN, exceeds 15% of the difference between your adjusted gross income (AGI) and 150% of the poverty guideline for your family size in the state where you live.

For a PAY AS YOU EARN (PAYE) Program, a circumstance in which the annual amount due on your eligible loans as calculated under a 10-year STANDARD REPAYMENT PLAN, exceeds 10% of the difference between your adjusted gross income (AGI) and 150% of the poverty line for your family size in the state where you live.

For both plans, the amount that would be due under a 10-year STANDARD REPAYMENT PLAN is calculated based on the greater amount of the amount owed on you eligible loans when you originally entered repayment or the amount owed at the time you selected the IBR or PAYE Programs.

(Meaning your payment will always be lower than the STANDARD REPAYMENT PLAN, assuming that you are under financial hardship. Which is the reason why you qualify for forgiveness.)

Remaining Amount:

The portion of the loan or grant that is expected to remain upon completion of the program. If referred to a grant would be the amount granted before the school year is over. When referring to a federal student loan, would be the amount upon completion of the IDR program which would be forgiven, discharged or dismissed.

Subsidized Loan:

A loan based on financial need for which the federal government pays the interest that accrues while the borrower is in school, grace period or in a deferment status. Any interest that is accrued during any of these times that will be added to the capital of the loan upon entering repayment.

Unsubsidized Loan:

A loan based on financial need for which the federal government is not responsible for paying the interest on behalf of the borrower as the interest will always accrue regardless of the status of the loans meaning that the borrower is responsible for making payments to not let that interest be added to the capital of the loan upon entering repayment.

Waives Presentment, (Demand Notice, Protest and All Other Demands):

The borrower cannot claim that payment is not due because the lender did not notify or bill them before the due date. It is the borrower's responsibility to make payments when due.

Income Driven Repayment Plans

Pay As You Earn Plan:

The **Pay As You Earn** Repayment Plan helps keep your monthly student loan payments affordable, and usually has the lowest monthly payment amount of the repayment plans that are based on your income. If you need to make lower monthly payments, this plan may be for you. The PAYE program disqualifies borrowers who borrowed prior to 2007 and who had their loans consolidated prior to 2010. The **PAYE** Program has a set duration of **(240 months) 20 years** for any kind of loan that is in this program.

Any remaining balance at the end of the duration will be forgiven at the end of the program or upon meeting the term stipulated. It is recommended to perform a **LOAN CONSOLIDATION** to place older loans into this program so that way the term will always be **240 months or 20 years** regardless of whether the borrower had a GRADUATED LOAN or not.

Remember this program uses **10%** of the discretionary income from your **ADJUSTED GROSS INCOME** (AGI) minus **150%** of the poverty guideline for the state in which the borrower lives.

Re-Paye What is REPAYE?

The DOE already offered a **Pay As You Earn** plan, an income-driven repayment plan that generally limits your payments to 10% of your discretionary income. However, the plan was revised in 2015 (hence the acronym RE for "revised") in an effort to open up eligibility to about five million more borrowers. President Obama issued a presidential memorandum asking the DOE to share its plans for revising the **Pay As You Earn** plan to encompass more borrowers no later than December 2015. REPAYE came at a time when student loan debt was continuing to rise. Right now, there are more than 44 million Americans with more than \$1.6 trillion in student loan debt. REPAYE doesn't just reduce monthly loan payments, either. The program also promises to forgive student debt if certain requirements are met.

Here's a closer look at how the program works.

Who is eligible for the REPAYE program? All Direct Loan, Stafford, and Graduate PLUS borrowers are eligible for REPAYE, regardless of when the money was borrowed. Other types of student loans that are consolidated into Direct Loans can also qualify. However, **Parent PLUS loans**, or consolidated loans that include Parent PLUS loans, are not eligible. Private loans and defaulted loans are ineligible as well.

How much are monthly payments?

With the REPAYE program, payments are capped at 10% of your discretionary income. Your discretionary income is calculated using your adjusted gross income minus 150% of the state poverty guideline for your family size. Although it's possible to qualify for a monthly payment of \$0, there is also no cap on payments — a major change from the original PAYE and IBR programs. So, if your income increases significantly, so could your payments.

When is remaining student loan debt forgiven?

Balances for undergraduate degree loans are forgiven after you make 20 years-(240 months) of eligible payments. Balances for graduate and professional degrees, or a combination of graduate and undergraduate degrees, are forgiven after 25 years of eligible payments. The IRS says forgiven student loans are taxable income, though. Although, if you qualify for student loan forgiveness under REPAYE, plan ahead and prepare for the potential tax bill you will end up with.

What about interest on your student loans?

Another concern with any income-driven plan is the fact that your interest can keep accruing at a faster rate than you pay down your balance. With REPAYE, though, you have a bit of relief through the federal loan interest subsidy. If your monthly payment is so low that it doesn't cover the monthly interest charges, any excess interest on subsidized loans will be paid by the Department of Education for up to three years. After that time period, the DOE will cover 50 percent of unpaid interest. The government also covers 50 percent of accrued interest charges on unsubsidized loans throughout the REPAYE repayment period. If you leave the REPAYE program, interest will capitalize. That means it will be added to your balance and you will have to repay that amount as part of your loan.

Income-Based Repayment Plan:

Income-Based Repayment (IBR) is designed to reduce monthly payments to assist with making your student loan debt manageable. If you need to make lower monthly payments, this plan may be for you. In some cases, we are able to get your payment to as low as \$0 monthly. Remember that this repayment plan uses **15%** of the discretionary income to determine the payment. The duration of this program is **300 months (25 years)**. Due to the difference in term of 60 months and the difference in discretionary income this program is not one that we generally work with but you should know that it exists if the client tells you that they are in this program.

Income-Contingent Plan:

If you need to make lower Direct Loan payments, but you do not qualify for the IBR or Pay as you earn plans, the ICR Plan may be for you. Any kind of **Parent PLUS Loan** or a loan that includes a **Parent PLUS Loan** that was previously **consolidated** only qualifies for this program. Meaning that the parents of students are the borrowers and they can qualify for forgiveness however, this program has a **20-25%** discretionary income threshold meaning the payments are always higher than the other programs at a faster pace due to the difference in discretionary income. The term of this program is always **300 months (25 years)**, at base. Can be reduced for **PSLF**.

Graduated Repayment Plan:

If your income is low now, but you expect it to increase steadily over time, this plan may be right for you. Under this plan, your monthly payments Start out low and increase every two years, Are made for up to 10 years for all loan types except Direct Consolidation Loans and FFEL Consolidation Loans, Will never be less than the amount of interest that accrues between your payments, and Won't be more than three times greater than any other payment.

<u>Note</u>: The first payment on the graduated plan will determine the amount of interest you are accruing on a monthly basis.

• What are the benefits of the programs that we work with?

Loan Forgiveness and ADDITIONAL BENEFITS to Income Driven Programs

Public Service Loan Forgiveness:

The PSLF Program is intended to encourage individuals to enter and continue to work fulltime in public service jobs. Under this program, borrowers may qualify for forgiveness of the remaining balance of their Direct Loans after they have made 120 qualifying payments on those loans while employed full time by certain public service employers (30 Hours per week minimum). You must make 120 on-time, full, scheduled, monthly payments on your Direct Loans. Only payments made after October 1, 2007 qualify. You must make those payments under a qualifying repayment plan. If you are not currently in a qualifying program, we can assist you in getting enrolled. When you make each of those payments, you must be working full-time at a qualifying public service organization.

Disability Forgiveness/ TAPD Discharge:

The Total and Permanent Disability Discharge is just as it sounds. The borrower must be totally and permanently disabled; meaning he or she can never work again. This program is an Additional benefit to one of the four Income Driven Programs and in 30 to 90 days after submitting the TAPD form the loans will reflect as paid in full. There will be a 3-year revision done by the Department of Education to ensure the person is disabled and not working.

Borrower's Defense Discharge:

Borrower's defense discharge enables borrowers who attended a school that got shut down due to misconduct to not have to pay back any additional payments on their loans and may be eligible to get a refund on any payments made. This is also an additional benefit to one of the four income driven programs; the borrower must first be placed into an IDR plan before submitting his borrowers' defense application.

Loan Consolidation:

A loan consolidation allows you to consolidate (combine) multiple federal student loans into one or 2 loans. The result is a single monthly payment instead of multiple payments and a reduction in your interest rates.

Deferment / Forbearance:

Under certain circumstances, you can receive a deferment or forbearance that allows you to temporarily postpone or reduce your federal student loan payments. Postponing or reducing your payments may help you avoid default. While in forbearance the lender is still accruing interest and their payments will be higher once they start paying again. In Military deferment or in School deferment there is no interest being accrued.

• What happens if you don't pay your loan or fall into delinquency?

Tax Offset:

If your federal student loans are in default, the Department of Education can refer your account to the Department of Treasury for collection by an offset of your federal (and in some cases state) tax returns. The Department of Treasury can withhold the entire amount of your refund to satisfy the debt that is owed.

How to know if your taxes will be offset Generally, if you have loans that are in default status which have been assigned to a collection's agency, your taxes will likely be withheld by the IRS to pay off a portion of your debt. The law states the IRS must provide you with a proposed offset, and the opportunity for you to review your loan records. This notice would be sent to you via mail, at the best address that the IRS is able to find for you.

If you never receive this letter, it is not grounds for challenging the tax offset. The Toll-free number to check with the IRS to see if you have any Tax Offsets pending is **(800)304-3107**.

How to Prevent your Taxes being offset

1. Loan Consolidation- Consolidating your loans into a Direct Consolidated loan which takes 2 to 4 months. This can be done faster but the borrower has to be willing to pay the enrollment fee (Processing Fee) at a faster pace.

2. Loan Rehabilitation- Complete the Loan Rehabilitation program which consists of making 9 on time on time payments known as "Good Faith" payments in order to lift the default status.

Wage Garnishment

Wage Garnishment allows debt collectors to use your wages or income to pay of your loans. Legally they can garnish from 10%-25% of a person's wages to pay off their loans. This is the worst scenario since a large portion of the monies garnished goes to fees, surcharges and paying the Collection Agency.

Your Wages can start to be garnished after you receive the Notice in the mail stating that this is your Status; usually after over 270 days of being in Default Status.

In wage garnishment, creditors will contact your employer and legally require them to give part of your earnings to pay off your debts.

The implications are great:

- 1. Your wages are garnished anywhere from 10%-25%
- 2. Your employer is notified
- 3. Your credit is affected tremendously; a wage garnishment judgment will stay on your credit score for up to 7 years.
- 4. Wage garnishment will make it very difficult to buy a car, house, even to obtain a credit card will prove to be quite difficult.

How Long Does Wage Garnishment Last?

Wage garnishment continues until the loan is paid in full, you might be able to negotiate an earlier end to your wage garnishment in your hearing or settle for a lump sum.

Solutions:

The best way to prevent Wage Garnishment is to take care of your finances.

- 1. Set Up automatic payments with your lenders and stick to these monthly payments. This is a great way to make sure you don't forget your due dates, setting it up right after your paycheck arrives gives you a greater chance of maintaining the rest of your budget throughout the month.
- 2. Negotiate payment terms to something that is affordable and that meets the demands of the Department of Education.
- 3. Loan consolidation- In some cases during the early stages performing a loan Consolidation on your loans will prevent Wage Garnishment.
- 4. Loan Rehabilitation- through the Loan rehabilitation program Wage Garnishment can stop after the 9 on time monthly payments.

THINGS TO KEEP IN MIND:

Loan Rehabilitation: When the agent is verifying if the client is in DEFAULT STATUS and the client expresses being garnished, the agent must always ask for the client to specify if the garnishment is a:

- 1. Tax Offset (Government withholds money from the Tax Return)
- 2. Wage Garnishment (Pay Stub Garnishment) THEY ARE COMPLETELY DIFFERENT If the client has their Tax Return taken by the government, the client does not require Rehab and the agent simply needs to identify of the client has consolidation options.
- 3. At the point where the agent verifies that she/he does not have consolidation options, go on to explain the Rehabilitation program to the client in Default.

When to do Rehab:

- 1. Client is being wage-garnished already.
- 2. Client is in default but has no consolidation options.

When explaining Rehab to client:

• When mentioning monthly rehab payments, tell client payments can be as low as \$5, but it all depends on these 3 things: monthly gross income, family size and list of monthly expenses,

• When rehab monthly payments are higher than \$10 a month, we can no longer deduct the fee from their payments to us. Client must be aware of this.

• When client is being garnished, make sure client knows it can take up to 6 months of rehab to stop, due to processing times with collections agency and client's pay roll department.

• To come out of default status client must be aware it can take up to 10 months for the DOE to update client's loan status.

• If client is in rehab, make sure to tell client to continue making their rehab payments, in order to complete the program.

• Make sure client is not 100% disabled, these clients can go for rehab and garnishment with TAPD or BPQY.

Check FSA

- Verify if client is in default status.
- Verify that the client has not been defaulted before.
- Verify client has consolidation options.
- Ask for list of expenses.

Zajac Attachment G, Page 16 of 20

WHEN AND WHY ASK HOW MUCH IS THE CLIENT PAYING TOWARDS THEIR LOANS

- When client is already in an IDR in order to avoid signing up clients with \$0 payments.
- When client is already in rehab.
- When client is making payments to collection agencies.

DISABILITY AND ITS QUALIFICATIONS

• Verify client is permanently disabled (100% disabled)

• When requesting BPQY from social security administration, make sure to ask the client what it the medical re-exam cycle. Anything under 7+ years, is not deemed as a permanent disability by the DOE.

• When clients are unable to request BPQY due to re-exam cycle, or other TAPD form is required. This is a form that must be filled out and signed by client's physician.

• Make sure client is aware the processing time for disability discharge is up to 90 days. Once approved, client enters a 3-year monitoring phase with the DOE (Department of Education), where they may be asked for continuous disability docs.

• If the client does not qualify for disability, client must be aware they will only qualify for loan forgiveness. In case of default with no consolidation options and/or garnishment, they will have to go through loan rehabilitation program.

LOAN CONSOLITATION

With a loan consolidation:

- The monthly payments will be lower.
- The repayment period may be extended up to 30 years, (depending on the amount of the loan consolidation and the other student loan debt)

CAREFULLY REVIEW IF THERE ARE LOAN CONSOLIDATION OPTIONS BEFORE YOU OFFER A LOAN CONSOLIDATION TO YOUR CLIENTS.

WHAT KIND OF LOANS CAN BE CONSOLIDATED?

All Federal Student loans discussed in this guide are eligible for consolidation. For both FEEL and direct loans you can consolidate:

- During grace period.
- Once they have entered repayment (the day after the end of six-month grace period.)
- During periods of deferment or forbearance.

WHAT'S THE INTEREST RATE ON LOAN CONSOLIDATION?

The interest rate is a fixed rate for the life of the loan. The fixed rate is based on the weight average of the interest rates on all of the loans you consolidate, rounded up to the nearest one-eighth of 1 percent. The interest rate will never exceed 8.25%

FEES / COSTS / ENROLLMENT/ PROCESSING

• ENROLLMENT/PROCESSING FEE: The company will charge a fee for our service based on the amount that the client owes. It's just like when they do their taxes, they can pay to a professional to do them and get more money back or just do it by their own. As it is a difficult task, we always do right and guarantee their approval. We have a 30 day no hassle money back guarantee.

• MONTHLY MONITORING FEE: The \$9/\$19/\$29 monthly monitoring fee is for us to keep the client enrolled into an IDR plan and re-certify annually.

DOCUMENTATION NEEDED: Documents to be requesting when closing clients.

POI'S: Proof of income that is needed or we can use to be able to give borrowers what they are qualified for.

PAY STUBS: For the 30 days (complete with year-to date) Current income evidence, to show that they qualify based on Partial Financial Hardship.

1040' TAX FORM: From the previous year, first two pages (completed with adjusted gross income).

<u>Request this if there isn't any other evidence of income that can be used and it's the same/lower as the</u> <u>amount used for the purpose of the qualification. If not request current income.</u>

LETTER OF EXPLANATION: When no taxable income and stating how monthly expenses are taken of (dated and signed client). <u>Handwritten letter used as evidence stating that the client doesn't make or receive enough income to justify making his normal payments so we can properly submit the application.</u>

LETTER OF EXPLANATION: If not paid with pay check stubs, letter from employer (with letterhead). <u>Used</u> only when the client doesn't actually receive paystubs or the client is self employed to be submitted as evidence of the income provided during the qualification process.

DISABILITY:

TAPD FORM: Filled out by doctor. *Form must state three things, first that the client or the individual has had a history of disability for 60 months (5 years), second that the disability will continue to be the same*

for another 60 months (5 Years) and last that the condition would impair the individual from working because it could lead to an injury or death. Hence, they qualify for **DISABILITY DISCHARGE.**

BPQY LETTER: Request from Social Security Office. The BQPY stands for Benefits Planning Query. It is a document which contains the history of the client with the social security office only pertaining to their disability. The document must show that the RE-EXAM Cycle is at least 5+ years or more for the BPQY document to valid to forgive loans for **DISABILITY DISCHARGE**.

REHAB

LIST OF EXPENSES: Detailed list of fixed monthly expenses (dated and signed by client). <u>Which would</u> <u>include such as: Rent/ Mortgage payments, bills, utilities, services, groceries as such in detail with the</u> <u>amount spend to be able to provide as evidence to get the lowest "GOOD FAITH" Payment which would</u> <u>be \$5</u>

SPECIAL

RETIREMENT LETTER: Request from company (from current year only).

ANNUITY LETTER: An insurance entitling investor to annual taxable sums.

ALIMONY LETTER: A husband's or wife's provision after separation.

UNEMPLOYMENT INSURANCE LETTTER: From the government/insurance company.

BANKRUPTCY DISCHARGE LETTER: Prove release of loans from school deferment.

FAMILY SIZE PROOF: Official correspondence received by non-family adult dependence.

PSLF FORM: Public servants, filled by the employer.

CLEARING HOUSE LETTER: Proves release of loans from school deferment.

SCHOOL DISCHARGE BDTR FORM: Qualifies for loan school discharge.

***Reasons why we need to request documents. ***

- 1. Processing benefit: The more documents we collect, the faster submissions we can do in time.
- 2. Less refunds & cancellations: When requesting documents during the sale, you reduce the chance of refunds/cancellations.
- 3. The more rapport you build with the client because we are actually doing the work.
- 4. Efficiency to be able to get everything done correctly within the specified time frame.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 66 of 242 Page 486 Page 64 of 240

USA Student Debt Relief

QUALITY ASSURANCE TRAINING PACKAGE

Table of content

Introduction	page	1
Differences between QA and QC	page	2
QA standards	page	3
QA scorecard		
Call flow	page	5
Call flow parts	page	6
QA duties	page	7
How to find a recording	page	
How to find inbound call	page	
How to find outbound call	page	
How to find users (agents)	page	
How to display calls from user	1 0	
How the recording is looking	r-0-	
	P-0-	
How to download the recording	F-0-	
Filling out the scorecard		16
How to save properly the monitoring		



Zajac Attachment H, Page 1 of 17

Quality assurance is part of quality management focused on providing confidence and make sure the requirements are being fulfilled. Quality management is composed of Quality Assurance (QA) and Quality Control (QC), these two departments are inspecting, measuring, and reviewing the service provided by the company, ensuring the information was clear and the service offered covered all the requirements, meeting all the quality standards from the company.

> In the following document, we are going to find all the information needed to do a Quality Assurance Process properly.



Page 1

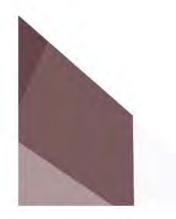
Zajac Attachment H, Page 2 of 17

¿WHAT ARE THE DIFFERENCES BETWEEN QA AND QC?

- Quality assurance make sure that all the quality requirements are being fulfilled. Qa is in charge of bring confidence internally for management and externally to the customer, verifying all the process are being meet properly.
- Quality control is the process that review the quality of all factors involved in the production or the service offered.







Zajac Attachment H, Page 3 of 17

WHAT ARE THE QUALITY ASSURANCE STANDARDS?

The quality assurance standards may change depending on the type of service or product that the company offers, in our case as we are a call center would be regarding the customer service provided through the call.

In QA there are a scorecard that will have some questions regarding the call, so when we are reviewing a call we need to listen and identify if the agent has met the requirement of the scorecard.

Every point on the scorecard has a score, which means the agent would be qualified during the call to make sure they reach the quality standard from the scorecard.

Depending on the score please keep in mind:

- The Score must be above 85% in QA at the end of the month in order to receive a full bonus in case that the agent receive a bonus.
- Score between 75-85% will get a written warning the first time the second time a 1% deduction on monthly bonus.
- Score between 60-75% will get a written warning the first time the second time a 2% deduction on monthly bonus.

Every month we will have Quality Assurance grade each rep in order to have the full Sales team and Customer service team above 95% by Mid-2021.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 71 of 242 Page 69 of 240 Page 69 of 240

QA SCORECARD

This is the QA Scorecard that have the requirements necessary to cover a good customer service

Scorecard	score	%
1.1. Agent answered within 5 seconds		109
1.2. Name of the agent and company's full name must be pitched. Communicated to the client the process that is going to be done during the call		10%
2		
2.1. Agent has active listening		5%
2.2. Agent is courteous, shows empathy during the call and was always willing to help		159
2.3. Agent brings solutions efficiently		10%
3		
3.1. Provides choices to the client and suggests best plan according to his/her loan		109
3.2. Agent provided full information and is not misleading the client.		10%
4		
4.1. Agent was polite and understanding during the whole call. Treated customer with dignity and respect throughout the call		10%
4.2. Agent shows tone of voice is willing to help and finds a solution to the client		109
5		
5.1. Agent asked if he has any questions and offered further assistance.		5%
5.2. Agent closed the call correctly providing his full name and the company's name and verified that the process is clear for the customer.		5%
Total	0	
Score	0,0%	
QA Feedback		

The main idea of the Quality assurance besides offering the service correctly is to ensure that client has received a professional service and they feel comfortable with the service offered during the call so we can prevent any mistake or any issue with the client through all the interactions that they have with us and also this would help branding the company, keeping a professional image and to improve the service day by day.

Page 4

Zajac Attachment H, Page 5 of 17

CALL FLOW

The call flow is the regular order of a call so the agent can always have control of the call and know what is the next step to move on with the call.

The structure of a call is composed by:

- Introduction.
- Identifying the necessity or the profile of the client.
- Bring different options or solutions.
- Conclusion or wrap up.
- Closure of the call.

IMPORTANT NOTE: It's a top priority that throughout the call the agent is not misleading the client. Make sure that when you are monitoring the call, all the programs, process or possibilities are explained to the client. They need to be clear with the process and explain the whole information of the service that we offer, NOT saying or skipping information is considered as misleading.



Page 5

CALL FLOW PARTS

Introduction: Call has to be answered within 5 seconds. The opening must always be warm and enthusiastic. The agent must identify themselves, the company name and restate interest and assure help.

Customer service: Active listening, show genuine interest and empathy. We must be able to determine the customer's needs and interests so we can offer the right solution. The agent has to be sure they go over all the client's questions the client may have.

Program explanation: After the agent has gathered all the information required, they need to explain the options available depending on their situation. It is important to clarify that if we do not provide the full information, we are misleading the client.

Professionalism: Agent must be polite and understanding during the whole call. The tone of voice must be one willing to help. The agent offered a proper solution for the client's need and offer further assistance.

Closure of the call: Agent must close the call correctly stating his full name, name of the company, and the greetings for calling.

WHAT ARE THE DUTIES OF QUALITY ASSURANCE DEPARTMENT

The QA department would be in charge of review the process made by the agents and make a report in order to improve and grow our service.

The department must review 5 processes per agent once a week, so we can know the weekly and monthly performance. Making sure the call flow is being meet properly and they are covering everything, assuring that the scorecard's requirements are being reached so we are sure our agents are meeting the quality standards.



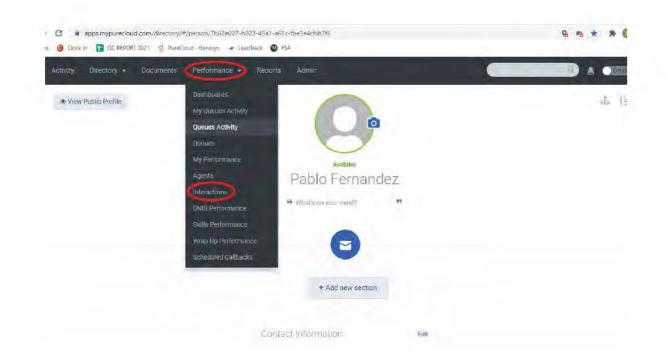
Page 7

Zajac Attachment H, Page 8 of 17

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 75 of 242 Page 73 of 240

HOW TO FIND THE RECORDINGS TO DO THE MONITORING

- 1. To find a recording we need to go to mypurecloud or Genesys
- 2. Do click in the option "Performance" as the image is showing
- 3. Do click on "Interactions".





- 4. On the right side there is an icon to apply a filter, do click there.
- 5. The option "ANI" we can search for inbound calls.

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6. If we scroll down we can find the option "DNIS", there we can search for outbound calls.

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7. And if we scroll down a little bit more we can find the option of "Users". This is the option that probably will be using more often so we can find all the calls of the agent. We need to search for a call from the present week so we can evaluate it.

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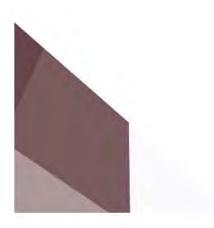
8. After we have searched the name of the agent and pressed "enter" it will display all the calls of the agent, in the top of the website we can see the date of the call and this can be modified to search for calls specific from a date.

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9. After we chose the call that we are going to review, it will display the recording, where you can play, stop, forward, and backward the recording, so you can review the call carefully. Also will be showing the call that we are calling or that is calling us.

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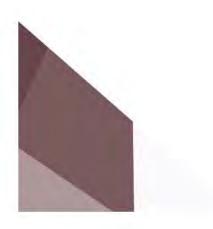


Page 13

Zajac Attachment H, Page 14 of 17

10. After we have already listened to the call, we need to download the recording.

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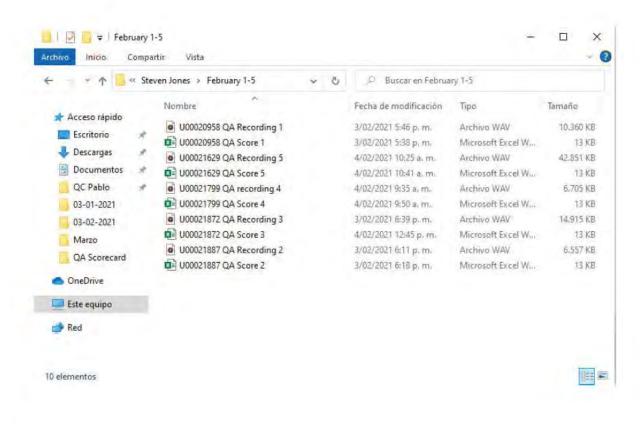


11. Remember to fill out the scorecard while you are listening to the call and if there is any note about the call you can put it in the bottom of the document in the section "QA Feedback".

Scorecard	score	%
1		
1.1. Agent answered within 5 seconds		10%
1.2. Name of the agent and company's full name must be pitched. Communicated to the client the process that is going to be done during the call		10%
2		
2.1. Agent has active listening		5%
2.2. Agent is courteous, shows empathy during the call and was always willing to help		15%
2.3. Agent brings solutions efficiently		10%
3		
3.1. Provides choices to the client and suggests best plan according to his/her loan		10%
3.2. Agent provided full information and is not misleading the client.		10%
4		
4.1. Agent was polite and understanding during the whole call. Treated customer with dignity and respect throughout the call		10%
4.2. Agent shows tone of voice is willing to help and finds a solution to the client		0%
5		
5.1. Agent asked if he has any questions and offered further assistance.		5%
5.2. Agent closed the call correctly providing his full name and the company's name and verified that the process is clear for		
the customer.		5%
Total	0	
Score	0.0%	
QA Feedback		



12. Now you must create a new file where you can save the recordings with the scorecard of the call





QC TRAINING PACKAGE

HOW TO REVIEW A SALE PROPERLY

2021

Zajac Attachment I, Page 1 of 55

PAGE 01

INTRODUCTION

A good sale must meet the following criteria

1. QUALIFYING THE CLIENT.

Clients usually don't know much about the Forgiveness programs and the benefits they can access to. It's important to qualify a client properly, inquire about the status of the loans, garnishment, and enrollment status, this way we know what does the client needs and provide a good service.

Make sure you are aware of the following things before proceeding:

DEBT'S AMOUNT: This way we can put the client on the best program for them.

Keep in mind:

- When a client owes less than 3k on their Student loans they must go into a repayment program such as Standard, Graduated, etc. If the client agrees to go under a 240/300-term paying a monitoring fee during the sales call, can be enrolled, but remember the repayment plan has to be explained as the 1st option.

THE STATUS OF THE LOANS

- Is really important to know how we can help the client. We need to inquire if the client has made any payments towards the loans, if is enrolled in school or already in a forgiveness program.

PAGE 02

Keep in mind:

-If the client is on default status inquire if they are being garnished, received a garnishment letter or their taxes have been taken out. This way we know if the client can go directly to a Forgiveness Program or if we need to bring the loans to current status first. – If there's wage garnishment don't forget to ask if the client already completed a Rehab program.

- Make sure the loans are not being used, since we can't work on them if the client is enrolled in school. – If the client has Parent Plus don't forget to ask if the loans are currently in use.

DON'T ASSURE THINGS TO CLIENT WITHOUT TAKING A LOOK AT THEIR CASE FIRST:

Usually, we offer solutions to clients based on what they say, but when we start digging into their case, we find there are some things we can't accomplish, would better if we explain what we can do but we need to verify first their options.

Keep in mind:

- We can't assure clients the taxes/wage garnishment would stop if they get enrolled with us.

- Sometimes Clients want to go into a Forgiveness program so they can get more loans and go back to school, but not every time is possible, there are clients that have already exceeded the possibility to get more loans so please don't assure a client they would be able to do so.

- Never promise a Benefit, please make clear to the client we would try to get them into the benefit but in case they don't meet the criteria they would be placed on a regular program.

BENEFITS

- Don't forget to ask clients if they are permanently disabled, work for a nonprofit organization, or if their school shut down. This way we can see if client can go for a benefit and get their debt discharged faster.

PAGE 03

2. FSA INFORMATION

READING THE CLIENTS LOANS TO KNOW HOW TO PROCEED

Once we know the client's situation, we have an idea of how we can assist them properly. Now we need to verify what the client said by going into their FSA account.

2.1 LOANS STATUS/FORBEARANCE IS NEEDED: Once we get into the client's account, we need to verify the status of the loans, if they are current or in default status. If the client is on current status please check the next payment due date or if the loans were placed on forbearance. This way we can prevent the client pays their lenders and us at the same time. – Make sure to check loans from different lenders since some are in repayment and other ones in Forbearance.

2.3 CONSOLIDATION OPTIONS: if the client is defaulted or no, always verify if the loans are eligible to be consolidated and explain we would provide this service, in case we can.

2.4 ENROLLMENT STATUS: verify the loans are not enrolled in school. Always make sure the loans are ready to be enrolled into the Forgiveness program. This way we can work on the client's application faster.

2.5 PARENT PLUS LOANS: A client with parent plus can only be placed on an Income-Contingent program.

2.6 WHEN REHAB IS NEEDED: When the client is on default without consolidation options or is being garnished on wages. Besides asking the client if they have completed a rehab program before, we need to verify the FSA by going on the loan's history status. If there's a "Defaulted, six consecutive payments" under a "Repayment", "Forbearance" status, the client already went to Rehab and is not eligible to do it again.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 88 of 242 Page 10 508 Page 86 of 240

INTRODUCTION

PAGE 04

3.FSA RECOVERY

Since we can't see the client's loans, we need to work based on what they say. This is a tricky situation because clients don't know much about the loans, but you can solve it in an easy way by explaining the 3 options available for any situation.

NOTE: When a file is an **FSA RECOVERY** case the most important thing is to inquire about Default/Garnishment status. Ask the client if is aware of this, if the client said they're being garnished on wages REHAB is needed as the only option. In case the client is not aware of being garnished or default please proceed.

1.If client is sure they owe more than 3k: is not enrolled in school or is 3-4 months away from graduation and hasn't got any loans for their children, explain Re/Pay-e Program. If clients mention something about cosigning a loan for their children and they are not studying at the moment then place them on the Income-Contingent program. If the client said they owe less than 3k explain repayment options.

2.Explain consolidation process: tell the client that in case they are in default and there are consolidation options we would consolidate to lift the default status and then place them into the forgiveness program explained before. Also mention to the client that if they have consolidation options and are not in default, we're still consolidating the loans.

3.Explain Rehab program: Tell the client that in case they don't have consolidation options they need to go into a Rehab program first, please ask the client if they already completed the program before and explain everything properly. If the client stated since the beginning, they are being garnished on wages proceed and explain just the Rehab program.

DOCUMENT NEEDED: To retrieve the client's account we need a copy of the ID, so please make sure you request it from the client.

IF AT THE MOMENT OF THE SALE YOU ARE NOT ABLE TO REVIEW CLIENT'S FSA ACCOUNT CAUSE IS BEING REVIEWED/VERIFIED PLEASE EXPLAIN THE 3 OPTIONS ABOVE ASWELL

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 89 of 242 Page 15 509 Page 87 of 240

INTRODUCTION

PAGE 05

4. ENROLLING THE CLIENT INTO A PROGRAM

4.1 Forgiveness program / Income-Driven Repayment Plan: As its name says, the Forgiveness program is based on the Client's Income and Family Size. So, we need to make sure we always ask for the gross income and the relationship of the family size members.

- Make sure the client is not enrolled in school since we can't work on loans that are in use. If the client is 3/4 months away from graduating, we can enroll them but they need to be aware we must wait until they're done in school to submit the application for the forgiveness program.

Some programs are designed for clients with special loans such as Income-Contingent which is for Parent Plus Loans, so make sure to confirm the type of loans the client has on the FSA. – Remember that if clients would be under an Income-Contingent program we need to verify if their children are still in school.

NOTE: Don't mention the debt's interest would stop when they got enrolled into any program. The interest actually will keep going but will be forgiven a the end of the program with the total of the debt.

4.2 Repayment programs: For clients with a high income or with debt less than 3k qualify for repayment programs, these programs don't require monitoring fees since they don't have to be certified, these programs can't be submitted with a benefit such as PSLF, TAPD OR BDTR.

PAGE 06

WHEN THE PROGRAM CHOOSE IS BEING EXPLAINED, PLEASE MAKE SURE THE FOLLOWING REQUIREMENTS ARE BEING MET:

When a client qualifies for an IDR program with \$0 payments towards the loans make sure the client is aware that any of the payments they are making will go to the loans. Clients usually think the payments of the enrollment and monitoring fee are going directly to their debt so we need to clarify it is for the services we are providing to them.

- A good way to explain the fees are going to our company is letting the client know the services we offer, such as Loan Consolidation, gathering the paperwork needed, submitting the application, getting loans out of default, getting them enrolled into Rehab program, etc. If they are aware of how we will work on their application and the help we are providing, they would pay. Usually, clients who apply for Forgiveness are going through hardship so they need help.

-IMPORTAN FACT: One of the most common reasons for Refunds, Chargebacks, and cancellations is because clients tend to think the payments are going to their loans. So, when they go into the FSA and see the debt remains the same, they think we're stealing their money. This is one of the worst scenarios because we need to impact client's life in a good way in order to grow as a company, we need good reviews from clients so possible clients see everything we do is clear. PLEASE DO NOT AVOID TO EXPLAIN IMPORTANT INFORMATION SUCH AS THE MONITORING AND ENROLLMENT FEE, THIS IS A REASON TO GET YOUR SELL REJECTED.

- When you are calculating how much the client would end up paying in an IDR program make sure you don't multiply the enrollment fee for the term of the program and then subtract it from the client's debt to say the rest would be forgiven by the DOE. Remember if clients qualify for \$0 payment towards the loans it means they will have full forgiveness on their debt and the payments they would make (enrollment and monitoring fee) are going to us for submitting, recertifying, and monitoring their application. You can multiply the monitoring fee for the term of the program and explain to the client they would end up paying less of what they originally owe if get enrolled by us.

PAGE 07

- A GOOD WAY TO EXPLAIN HOW MUCH THEY WOULD END UP PAYING WOULD BE:

"So, you qualify for a 240 months term program called Pay-E which has to be re certified every year, basically, the certification has to be done 20 times, but don't worry about that since we as a company charge a monitoring fee in order to make things easy for you and get your application up to date so you don't miss any year. Remember if you don't certify your program correctly you would have to start over, to have the full forgiveness on the loans you would have to complete all the 240 months, so if you multiply \$9x240 months it gives you a total of \$2.160, so at the end of the program you will end up paying less than what you originally owe and your debt would be forgiven" -Instead of subtracting the total of the monitoring fee for the term of the program over the client's debt since it gives us to understand they are being forgiven for the rest of the debt, which is not true.

- When a client qualifies for an IDR program with payments towards the loans, please specify the amount that's going to the loans and how much is for the monitoring fee. This is to prevent clients to think the total amount would be direct to their debt.

BENEFITS

- When we are qualifying a client into a Benefit, we must explain the regular program first with the regular term, then let them know we would try to qualify them into the benefit they applying for, but if they don't get approved, they would be placed on the regular program explained. Is important to let clients know we would try to get the best options for them but is not secure.

- CLIENTS WHO OWES LESS THAN 3K: When a client owes less than 3k on their Student loans they must go into a repayment program such as Standard, Graduated, etc. If the client agrees to go under a 240-term paying a monitoring fee during the sales call can be enrolled, but remember the repayment plan has to be explained as the 1st option.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 92 of 242 Page 10 512 Page 90 of 240

INTRODUCTION

PAGE 08

5.DEFAULT CLIENTS

When the client is on default status we need to inquire about the garnishment, if their wages or taxes are being taken out, or if they have received any garnishment letter.

How can we solve the Default status?

1.Client is not being garnished on wages and has consolidation options: Consolidation would work perfectly for this type of client, even if they are being garnished on taxes.

2.Client doesn't have any consolidation options must go under Rehab program: Remember Rehab is a onetime program, so ask the client if they already completed the program and verify the loans status history on the FSA, if there's a "Defaulted, six consecutive payments" under a "Repayment", "Forbearance" status, the client already went to Rehab and is not eligible to do it again.

3.Client is being garnished on wages but has consolidation options: The only way we can clean up garnishment from wages is through a Rehab program. It doesn't matter if we can consolidate client's loans. Remember Rehab is a one-time opportunity.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 93 of 242 Page 91 of 240 Page 91 of 240

INTRODUCTION

PAGE 09

WHEN WOULD THE GARNISHMENT STOP?

Never assure a client they would be able to get their Taxes back or their wages would stop being garnished if they get enrolled with us – This would be a reason to get the sale rejected immediately.

Tax offset:

- If the client is only being garnished on taxes and has consolidation options let them know once the loans are consolidated and back in good standing, they can file taxes without any problem.

The client is being garnished on taxes and doesn't have consolidation options must go into Rehab program and the garnishment would stop at the end of the Rehab program, most likely at the 9/10-month, client has to be aware of this.

Wage garnishment

The only way to clean up the garnishment from the wages Is by entering a Rehab program and the garnishment would stop after the 5th month of being in the program.

NOTE: If the client is 100% and permanently disabled and is being garnished you must explain that in case, they get approved for the benefit the Rehab program won't be needed. Either way, explain the Rehab program so the client is aware of how the program works if they don't get the benefit.

IF YOU TOOK ALL OF THIS IN CONSIDERATION AT THE MOMENT OF MAKING THE SALE YOU WON'T HAVE YOUR FILE REJECTED

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 94 of 242 Page 92 of 240 Page 92 of 240

QC TRAINING PACKAGE

PAGE 10

HOW TO REVIEW A SALE PROPERLY

After the sale is made QC team is ready to review the file. Make sure to meet the following requirements at the moment of **PASSING** or **REJECTING** a File.

On the next form, you would find all the information needed to be reviewed, before reviewing the recording the form must be completely filled out.

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The form works like a checklist, So when is filled out you will find the information needed to pass or reject a file.

Zajac Attachment I, Page 11 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 95 of 242 Page 93 of 240 Page 93 of 240

PERSONAL INFORMATION

PAGE 11

1.LET'S BEGIN WITH THE PERSONAL INFORMATION

All of this section must be completely filled out with client's information.

Personal Information	-		•
File Number:	0000		Verify the address is correctly
Name (F, L):	1st Name	Last name	spelled. – Don't click on the zip
Former Names:	**		code number since it tends to
Mailing Address:	Mailing Address	i	change.
City, State, Zip:	(Enter ZipCode	•) • 1111	
Home Phone:	000 000 000		Demember we only require the
Mabile Phone:			Remember we only require the
Email Address:	email@gmail.co	m	Client's information, nothing about their spouse.
Total Fed Loans:	\$25,731.00		
Monshiy Payments			The income on file has to be the
Filed Taxes Last Yri	Yes	,	gross income or Last Years Tax
*Tax Filling Status:	Single		Return. If the client is not receiving
*Marical Scatus:	Single		
*Family Size:	2		taxable income put \$0 and leave it
*Spouse Debt:	-		on notes.
*EDA Option:	Yes		
*Public Service:	No		Don't forget to select the Income
*Grad School Loans	: No		Туре.
1.	Monthly	Yearly	- J F
Income	\$1,666.67	\$20,000.00	SCN (DOP are deligate information
Spouse income:			SSN/DOB are delicate information
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Additional Informat	ion		The second sector the
SSN / DOB:	111111111	11/1/11	Try to copy and paste the
DL# / State:			information so you get everything
Other Phone:	[]		just the same as on file.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 96 of 242 Page 94 of 240 Page 94 of 240

PERSONAL INFORMATION

PAGE 12

PERSONAL INFORMATION

Fill out the top part, File number, Agent and Date.

QUALITY C	ONTROL		Rejected
FILE UO00	MENT Rachel Lopez	• DATE	
PERSONAL INFORMA	MILLION C	FORMER N/A	SEMILER 🗑 MALE
PHIME (123) 456-7890 SSN 008 1 1111111 1/1/01	MEDIRESS Mailing Adress WHO ARE THESE INCLUDED Client - IN YOUR FAMILY SIZE?	EMAL Email@gmail.com	FAMILY 2

Make sure the information on file is accurate, look for the client's address on google with the zip code, and verify is correctly spelled.

Additional Information	ation		0
SSN / DOB:	123456789	03/13/2012	
DL# / State:			
Other Phone:	123456789		

If you see the client's social number on a different field please delete it. Case managers usually put it there to confirm it with the client.

Zajac Attachment I, Page 13 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 97 of 242 Page 95 of 240 Page 95 of 240

FSA ACCOUNT

PAGE 13

2. FSA ACCOUNT

Once we get into the client's account, we need to verify the status of the loans on studentaid.gov, if they are current or in default status. If the client is on current status please check the next payment due date or if the loans were placed on forbearance. This way we can identify if the Forbearance is needed. – Make sure to check loans from different lenders since some are in repayment and other ones in Forbearance.

The credentials to get into the client's FSA account can be found in the Miscellaneous section.

Username:	Username@email.com	
Password:	Password123	

GETTING INTO THE ACCOUNT:

- The account will get locked if you attempt to get in more than 3 times with an incorrect username or password. If you can't get in by the 1st attempt take a screenshot and post it on the Log, this way CM can try to retrieve the account or call the client and confirm if some information changed.
- If the credentials are not there, you can wait until you listen to the recording and see if the file needs **FSA Recover** (this would be discussed later on), if the information is given to the client during the call you can put it there.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 98 of 242 Page 96 of 240 Page 96 of 240

FSA ACCOUNT

PAGE 14

LET'S GO STEP BY STEP:

First of all, we need to identify the status of the loans so we can see what are the client's options. As we can see below the client is on current status.



Click on the drop-down to check the loans, we can't work with loans that appear as \$0 since were paid off already – As we can see In the following images client has consolidation options.

oan Types				5 Unsubsidized Loa	ins		\$16,877
3 Subsidized Loans			\$8,854	Loan Type	Principal	Interest	Total Balance
Loan Type	Principal	Interest	Total Balance	Direct Unsubsidized	\$2,124	\$9	\$2,133
Direct Subsidized	\$3,500	\$14	\$3,514	Direct. Unsubsidized	\$6,598	\$23	\$6,621
Direct Subsidized	\$3,500	\$12	\$3,512	Direct	\$1,059	\$138	\$1,197
Direct Subsidized	\$1,750	\$78	\$1,828	Unsubsidized			
Total	\$8,750	\$104	\$8,854	Direct Unsubsidized	\$3,862	\$547	\$4,409
5 Unsubsidized Loa	ins		\$16,877 🕑	Direct Unsubsidized	\$2,205	\$312	\$2,517
TOTAL BALANCE			\$25,731	Total	\$15,848	\$1,029	\$16.877
iew Subsidized Usage				TOTAL BALANCE			\$25,731

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 99 of 242 Page 97 of 240 Page 97 of 240

FSA ACCOUNT

PAGE 15

HOW TO MAKE SURE IF THE FORBEARANCE IS NEEDED

On Loan Breakdown we can see if the loans are on Forbearance, always make sure by clicking on the loan details and then go to View Loan History as well.

		Loan Br	reakdown		
LOANS SERVICED BY DEPT OF ED/NAVIENT		tonal Balance \$19,074 Hide L			Pay an Servicer Website
Sort By Select	18				
Consolidation Loan	LGAN DATE 7/3/14	icado (defensa	neparalent naan Gradiuseul Ropayment Plun	intersi rate 0.00%	107AL DULANCE \$12,042
Consolidation Loan	сцин имте 7/3/14	ILIAN SLATES Foldestation	Kapantas ng	interest rati 0.00%	107AL BALANCK \$7,032
					and the second
Here you can check when the loans entered on Forbearance.	(Loans \$12,04 Total Balance (• \$15	_{pel} ③ 6	LOAN PERIOD (?) N/A LOAN STATUS (?) • Forbearance <u>View loan status history</u> INTEREST RATE (?) 0.00% (fixed)
when the loans entered on Forbearance. Keep in mind: when a Client is going to a Rehab program we must verify if client completed Rehab	DiRECT STAFF	\$12,04 Teler Balence () Formation as of 02/0	Prince 9 9 9 9 9 9 9 9 9 9 9 9 9	_{pel} ③ 6	N/A LOAN STATUS ③ • Forbearance View loan status history INTEREST RATE ③
when the loans entered on Forbearance. Keep in mind: when a Client is going to a Rehab program we must verify if client	Direct starf	\$12,04 Total Balance () formation its of 02/0 thermap - Low Image torio subsidized (Sub	Prince 9 9 9 9 9 9 9 9 9 9 9 9 9	_{pel} ③ 6	N/A LOAN STATUS ③ • Forbearance View loan status history INTEREST RATE ③
when the loans entered on Forbearance. Keep in mind: when a Client is going to a Rehab program we must verify if client completed Rehab	DIRECT STAFF	\$12,04 Total Balance () formation as of 02/0 formation as of 02/0	Prince 9 9 9 9 9 9 9 9 9 9 9 9 9	_{pel} ③ 6	N/A LOAN STATUS ③ • Forbearance View loan status history INTEREST RATE ③ 0.00% (fixed)

Zajac Attachment I, Page 16 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 100 of 242 Page 98 of 240 Page 98 of 240

FSA ACCOUNT

PAGE 16

On loan detail you can see the repayment information, when is the next payment due date, the last payment made, and if the client is already enrolled in a program.

REPAYMENT PROGRESS ③				
\$1,278 Paid Off(10%)				Amount Remaining \$12,042
NEXT PAYMENT DUE DATE (2) 10/30/2021 Lower my payment	LAST PAYMENT MADE ON (2) 02/27/2020	ENTERED REPAYMENT (3) 07/03/2014	REPAYMENT PLAN ③ Graduated Repayment Plan Explore different repayment options	IDR ANNIVERSARY DATE (3) N/A

DEFAULTED LOANS

When the client is on default we need to verify if there are consolidation options or check if Rehab Program was completed before



Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 101 of 242 Page 99 of 240

FSA ACCOUNT

PAGE 17

uoard • Ald Scrimmary • Lican Debails • Loan Status History	
IRECT STAFFORD UNSUBSIDIZED	
Loan Status History	
Loan Status 🛞	Date Effective

On the Loan Status History, you can find when they entered into default status.

If there's a **"Defaulted, six consecutive payments**" under a **"Repayment**", **"Forbearance**" status, the client already went to Rehab and is not eligible to do it again.

2 Consolidation Loans	5		\$10,501	\odot
Loan Type	Principal	Interest	Total Bal	ance
Direct Consolidation Unsubsidized	\$5,763	\$461	\$6,	224
Direct Consolidation Subsidized	\$3,960	\$317	\$4	.277
Total	\$9,723	\$778	\$10	,501
1 Subsidized Loans			\$0	0
1 Unsubsidized Loans			\$0	\odot
OTAL BALANCE			\$10,501	

Like the image above, this client doesn't have consolidation options since the other loans were paid off already (maybe through a loan consolidation) in this case the Rehab program would be needed.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 102 of 242 Page 100 of 240 Page 100 of 240

CLIENTS ON DEFAULT

PAGE 18

CLIENTS ON DEFAULT

Client's with loans on default have 2 options. It depends on their case. Since we already have the FSA information noted, at this point, we must be sure of what would be the best solution for them. Even tho, we are still missing some details to be confirmed, before proceeding, make sure you are aware of:

The client is not being garnished on wages and has consolidation options: Consolidation would work perfectly for this type of client, even if they are being garnished on taxes.

The Client doesn't have any consolidation options must go under Rehab program: Remember Rehab is a onetime program, so make sure the client hasn't completed the program by verifying the loans status history on the FSA, if there's a "Defaulted, six consecutive payments" under a "Repayment", "Forbearance" status, the client already went to Rehab and is not eligible to do it again.

The client is being garnished on wages but has consolidation options: The only way we can clean up garnishment from wages is through a Rehab program. It doesn't matter if we can consolidate client's loans. Remember Rehab is a one-time opportunity.

- Be careful with this information since we need to be sure the client was informed well, and placed on a program according to their situation.
- When a client would be in a Rehab program they must contact us back to get enrolled into a forgiveness program.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 103 of 242 Page 101 of 240 Page 101 of 240

CLIENTS ON DEFAULT

PAGE 19

WHEN WOULD THE GARNISHMENT STOP

The Case Manager can't assure a client they will be able to get their Taxes back or the garnishment on their wages would stop if they get enrolled with us – This would be a reason to get the File rejected immediately.

Tax offset: If a client is being garnished on taxes and has consolidation options, once the loans are consolidated and back in good standing, they can fill taxes without any problem.

Clients with a garnishment on taxes and without consolidation options must go into Rehab program and the garnishment would stop at the end of the program, most likely at the 9/10-month, the client must be aware of this.

Wage garnishment: The only way to clean up the garnishment from the wages is by entering a Rehab program and the garnishment would stop after the 5th month of being in the program.

NOTE: If the client is 100% and permanently disabled and is being garnished, must be aware that if the benefit for Disability is approved the Rehab program won't be needed.

• Make sure you take notes of the client's situation so at the moment of listening to the recording you can verify the client is being provided with the right information.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 104 of 242 Page 102 of 240

FSA ACCOUNT

PAGE 20

CHALLENGE QUESTIONS

In order to retrieve the FSA account in the future if it's needed, please set the challenge questions on Settings.

You Are America's	My fyb Tourseretts Settings E. neutroant
Smartest Investment	Ling Dat
The U.S. Department of Education's office of Federal Student Aid provides more than \$120 billion in financial aid to help pay for college or career school each year.	
Last Successful Log In February 26, 2021, 11:22 AM	
Username	
marlissama	(3)
FSA ID Status Enabled	
Update Your Password	
Update Password	
Challenge Questions	
Update Challenge Questions	
Cancel Save Ch	SUNDC

Zajac Attachment I, Page 21 of 55

FSA ACC	OUNT	PAGE	21
	CHALLENGE QUESTIONS		
	There are 4 challenge questions.		
	Update Challenge Questions		
	Challenge questions and answers are used to retrieve your username or password if you forget them and to unlock your account. Note: Answers are not case sensitive.		
	Challenge Question 1		
	Question		
	What is the nickname of your youngest sibling? +		

Challenge Question 1: What is the nickname of your youngest sibling? Answer: one

(3)

one

person you kisse 🐖 🤅
0

Challenge Question 2: What was the name of the first person you kissed? Answer: two

Zajac Attachment I, Page 22 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 106 of 242 Page 104 of 240

FSA ACCOUNT

PAGE 22

CHALLENGE QUESTIONS

Challenge Question 3

Question		-
What is the name of your house of worship?	(je	(1)
Answer		
three (2)		

Challenge Question 3: What is the name of your house of worship? Answer: three

Challenge Question 4	
Question	
Who was your favorite singer/band in high schc ~	0
Answer	
four	

Challenge Question 4: What was your favorite singer/band in high school? Answer: Four



Click on Save Changes when the 4 questions were updated.

Zajac Attachment I, Page 23 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 107 of 242 Page 105 of 240 Page 105 of 240

FSA ACCOUNT

PAGE 23

CHALLENGE QUESTIONS

To identify the client's challenge questions were updated we need to put two asterisks on the former name field as is shown in the next images.

Personal Information		
File Number: Name (F, L):		
Former Names:	**	
Mailing Address:		
City, State, Zip:	·	
Home Phone:		
Mobile Phone:		
Email Address:		9
Total Fed Loans:		
Monthly Payment:		
Filed Taxes Last Yr:	Yes	*
*Tax Filing Status:	Single	~
*Marital Status:	Single	¥

If the client has a former name the two asterisks must be before the name.

Personal Informatio	n .	
File Number: Name (F, L):		
Former Names:	**FormerName	
Mailing Address:		

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 108 of 242 Page 106 of 240 Page 106 of 240

FSA ACCOUNT

PAGE 24

UPDATE THE NICKNAME ON THE CRM

We need to leave the FSA username instead of the client's email, you can find the nickname on the Settings section.

Account Information

sername	
narlissamae82	۲
A ID Status	
Enabled 📀	
and the second se	
Indata Vour Pacque	rd
Ipdate Your Passwo	ord
pdate Your Passwo	ord
	ord
pdate Password	

Copy and paste it on Misscellaneous section.

lsername		
assword:	Student12345	

Zajac Attachment I, Page 25 of 55

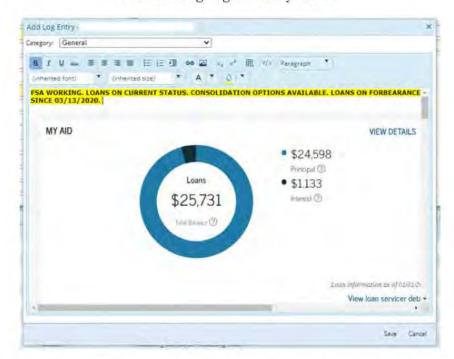
Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 109 of 242 Page 107 of 240

FSA ACCOUNT

PAGE 25

WE'RE READY TO LEAVE NOTES ON FILE

Now that we have completed the review of the client's FSA account we need to leave a note on the CRM's log with all the information needed. Remember the QC notes must be highlighted in yellow.



leave notes of everything you reviewed on the account, such as the client is on default, no consolidation options, loans in Forbearance, Loans in Repayment or Rehab was performed already, etc.

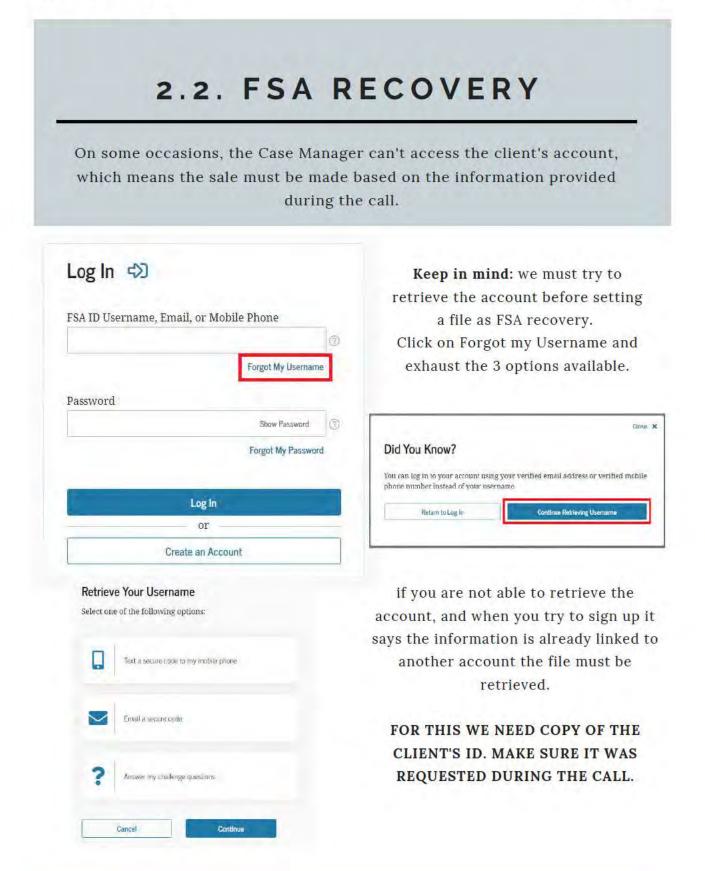
ers (Seeing)		1 283	
NAMES OF TAXABLE PARTY	E i i i i i i i i i i i i i i i i i i i	= Add Log Entry -	
and the second second second	Your ball or said that 4	Category General	
Loan Types		B I U we IS S S S E E (Ξ · I ee Z r _k · · · · · · · · · · · · · · · · · · ·	
• 3 Sufeidard Larm	\$4.53.4		
5 Umutratized Loans	\$18.87T	DIRECT STAFFORD SUBSIDIZED (SULA ELIGIBLE)	
TIRAL BALANCE	\$25,781	Loan Status History	
org. Steleogram (A) inter-		Ebun otatus ristory	
	- 1		
	(be) (be)		
attery-		Ecoan Status 🛞	Date Effective
(lema) (*)			
	E - mar	Forbearance (FB)	03/13/2020
EPT OF ED/GREAT LAKES	\$25,731 10/	 In Repayment (RP) 	02/13/2020
n Bar	His Care -	Grace Period (IG)	08/13/2019
48(1)		 Grade Ferror (id) 	00/13/2019
Social and the second s	Decident Construction	4 m	
WWUSANTETINES			Save Cance
	his front		adve Cance

Zajac Attachment I, Page 26 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 110 of 242 Page 530 Page 108 of 240

FSA RECOVERY

PAGE 26



Zajac Attachment I, Page 27 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 111 of 242 Page 109 of 240 Page 109 of 240

FSA RECOVERY

PAGE 27

FSA RECOVERY

Since the sale was made based on what the client said about their loan status we need to make sure the case manager explains what we can do for them depending on their situation.

THREE OPTIONS MUST BE EXPLAINED:

The client must be asked how much they think they owe in order to be placed on the best program for them, make sure the client mentions the estimate of their debt.

The case manager must inquire about the status of the loans, when was the last payment made, if they are being garnished or received any garnishment notification.

1.Program: According to the client's estimate loan, the best program must be explained.

2.Consolidation: Even the we're not sure if the client has consolidation options, the case manager must explain that in case the loans are in default and can be consolidated we're gonna do it to get them out of default.

3. Rehab Program: The client must be told that in case there is no consolidation options Rehabilitation program would be needed. The program must be explained and documentation required.

If the copy of ID, the three options were explained and the client is aware of it, we're able to continue reviewing the file.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 112 of 242 Page 532 Page 110 of 240

FSA ACCOUNT

PAGE 28

FSA ACCOUNT

Once the note on the CRM's log is ready and we know the client's loan status we can leave the information on the Qc form and verify everything is correct.

SA.	ESA Working	Yes · S	UDENT LOAN PAST JE OR CLINENTLY	Curre	- ENROL	MENT Not e	nrolled	- CONS	SOLIDATION TES DRS MIL
LUS PAJIENT DANS	T YES	DEFAULT BARNISHMENT	No/No	-	REHAS	No	•	STUDENT	\$ 25,731.00
F CLIENT IS BE	ING GARNISHED. O REHAB?	Not applie	at - MAKIN	G PAYMEN ATLY7	TS I YES	HODW MURCHT?			

In case the client is making payments towards the loans, don't forget to put the amount of the payments, this way we can see if the client qualifies for lower payments with us.

If the file is an **FSA RECOVERY** case, just leave the information said during the sales call.

It's not needed to leave the Username and Password on the QC form.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 113 of 242 Page 533 Page 111 of 240

ENROLLING	THE	CLIENT	INTO	A	PROGRAM

3.ENROLLING THE CLIENT INTO A PROGRAM

Now that we know the client's situation and the status of the loans, it's time to verify if the client was enrolled in the best option for them.

Program Quote			
File Number: Program Details	0000		
Program Type:	Repay As You	Earn	~
Total Loans:	\$25,731.00		
Total Consolidated:	\$25,731.00		
APR / Payment:	6.620%	\$0.00	
Current or Past Due:	Current		~

On the **Program quote**, we can see the program where the client was placed and the total of their debt.

On **consolidation options**, we find all the information about the program, make sure the client is aware of the Term, Payment, and the Forgiven amount they will receive.

When the Payment appears as \$0 the client qualified for full forgiveness over their debt and no payment to the loans is required, the client must be aware of

an: Repay As Yo	u Earn	
	and the second se	
m		
240		
\$0.00	\$112.42	
\$38,002.44		
\$7,790.96	\$7,790.95	
nt 50.00 t 5112.42 ts 57,790.96 nts 50.00		
	\$0.00 \$38,002.44 \$7,790.96 t \$0.00 t \$112.42 ts \$7,790.96 mts \$0.00	\$0.00 \$112.42 \$38,002.44 \$7,790.96 \$7,790.96 \$240 nt \$0.00 t \$112.42 \$57,790.96

ENROLLING THE CLIENT INTO A PROGRAM

PAGE 30

Disqualification reasons:

Parent PLUS, Direct PLUS, and/or Direct PLUS Consolidation loan included in consolidation.

Check the Disqualification Reasons from the programs, for example, when the client has **Parent PLUS** loans they won't be eligible for other programs different to income-contingent

Consolidation Optic	Wia -			
Standard				
Term:	300			
Payment / Final:	\$30	0.54	\$300.54	
Forgiven:	\$0.0	Ó		
Total / Interest:	\$90,	161.11	\$46,161.11	
Qualified				
Qualified				
Totals	ent	300		
Totals Months in Repaym		300 \$300.54		
Totals Months in Repaym Initial Monthly Payr	ment			
- Totals Months in Repaym Initial Monthly Payn Final Monthly Payn	ment nent	\$300.54		
Totals Months in Repaym Initial Monthly Payi Final Monthly Payn Total Interest Payn Total Principle Payi	ment nent nents	\$300.54 \$300.54		

When a client qualifies for an IDR program with payments towards the loans, They must be aware of the amount that's going to the loans and how much is for the monitoring fee. we must prevent clients to think the total amount would go to their debt.

Consolidation Opti	ions		*
	nt Plan: Repay As You	Earn	í.
Revised Pay As You	u tam		
Term:	232		and the second se
Payment / Final:	\$32.88	\$226.74	When a client has to make
Forgiven:	\$0.00		payment to their loans the
Total / Interest:	\$25,251.01	\$12,128.47	term may get shorter because
Qualified			the loans would be paid off
Totals			
Months in Repayn	ment 232		faster
Initial Monthly Pay	yment \$32.88		
Final Monthly Pays	ment \$226.74		
Total Interest Payr	ments \$12,128.47		
Total Principle Pay	yments \$13,122.54		
Total Loan Payme	nts \$25,251.01		

Zajac Attachment I, Page 31 of 55

ENROLLING THE CLIENT INTO A PROGRAM

PAGE 31

When a client owes less than 3k on their Student loans they must go into a repayment program such as Standard, Graduated, etc. If the client agrees to go under a 240-term paying a monitoring fee during the sales call can be enrolled, but remember the repayment plan has to be explained as the 1st option.

erm:	OQE		TATL
ayment / Final:	\$242.92	\$431.36	When the client would go
orgiven:	\$542.23		under a Graduated
otal / Interest:	\$97,446.26	\$53,928.49	
ualified			Repayment Program must be
oteis			
Anths in Repayn	ment 300		aware that the payments will
nizial Monthly Pay	yment \$242.92		
inal Monthly Pay			increase every 2 years.
otal Interest Payr			surveyed to the Y care.
	yments \$43,457.77		
otal Loan Payme	ents \$97,446.26		
ayment Schedule			
Period (years)	Monthly Pa	lyment	
- 2	\$242.92		
1-4	\$254.82		Remember repayment plans don't
- 6	\$267.31 \$280.42		Remember repayment plans don t
7-8 9-10	\$280,42 \$294,16		and and an explored and the second
1 - 12	\$308,58		required monitoring fee since it don't
3-14	\$323.71		
	\$339.57		need to be certified
5 - 16			
	\$356.22		
7-18	\$356.22 \$373.68		
5 - 16 7 - 18 9 - 20 21 - 22	and store		
7 - 18 9 - 20	\$373.68		

BENEFITS

If the client would apply for a benefit make sure the regular program is explained since the client has to be aware this is an extra benefit, not a program.

PSLF (Public Servant Loan Forgiveness): For clients who work for the state or in a nonprofit organization (at least more than 30 hours per week), would get the term of any program down to 120 months.

BDTR (Borrowers Defense Discharge): For clients who went to school that shut down, their debt can be discharged between 12/24 months.

TAPD (Disability Discharge): For clients who are 100% and permanently disabled, takes 4 to 6 months for approval and 36 months of monitoring from Doe before discharge. If the client meets the requirements the loan will be forgiven. These clients don't have to go through Rehab program.

- Clients on repayment programs such as Standard, Graduated can't apply for a benefit.
- If a client is applying for any of the benefits make sure the documentation required was requested.

Zajac Attachment I, Page 32 of 55

ENROLLING THE CLIENT INTO A PROGRAM

PAGE 32

ENROLLMENT FEE

In order for us to submit the client's application, there's a 1-time enrollment fee that the client has to pay. This can be divided into different installments.

Program Quote			
Agreement Fields			
Setup Fee:	\$99.00		
Service Fee:	\$251.00		
Discount:	\$251.00		
Total Fees:	\$350.00		
Payments			
Start Date:	2/17/2021		
Start Date: # of Payments:	2/17/2021		
# of Payments:	4		~
# of Payments: (Override):	4	2/17/2021	
# of Payments: (Override):	4	2/17/2021	~
# of Payments: (Override): 1) Payment/Date:	4 4 \$87.50		×
# of Payments: (Override): 1) Payment/Date: 2) Payment/Date:	4 4 \$87.50 \$87.50	3/17/2021	× 11

Make sure the payment schedule is up to day, if there's a past due payment inform the Case Manager and Collections team, so when the file passes QC they can reschedule the payment.

KEEP IN MIND: client must be aware that any of those payments are going to their loans, make sure to hear during the call the information given to the client

Zajac Attachment I, Page 33 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 117 of 242 Page 15 537 Page 115 of 240

ENROLLING THE CLIENT INTO A PROGRAM

PAGE 33

MONITORING FEE

When the client got qualified for a Forgiveness program there is a monitoring fee they will have to pay monthly during the term of their program. This is for us to recertify their program yearly and make sure they get approved by the DOE.

Program Quote					
Service Fee:	\$251.00				
Discount:	\$251.00	\$251.00			
Total Fees:	\$350.00				
Payments					
Start Date:	2/17/2021				
# of Payments:	4		~		
(Override):	4				
1) Payment/Date:	\$87.50	2/17/2021	6		
2) Payment/Date:	\$87.50	3/17/2021	茵		
3) Payment/Date:	\$87.50	4/17/2021	臣		
4) Payment/Date:	\$87.50	5/17/2021	1		
Total Payments:	\$350.00				
Monthly Monitoring	Fee				
Monthly Fee / Amt:	Yes 🗸	\$9.00	*		
Term / Start Date:	240	6/17/2021			
End Date:	6/17/2041				

Make sure the monitoring fee on the CRM is the one the client was told about.

KEEP IN MIND: the client must be aware that this payment is not going to their loans, make sure to hear during the call the information given to the client.

Clients on repayment/ Rehab program don't are required to pay the monitoring fee

Zajac Attachment I, Page 34 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 118 of 242 Page 138 538 Page 116 of 240

BANKING INFORMATION

PAGE 34

BANKING INFORMATION

When a client agrees to be enrolled in the program we need to set a payment method on file because the payments of the Enrollment and Monitoring fee would be an automatic withdrawal

Banking				
Credit Card Informati	on		*	
Name on CC:	Client's name			
Issuing Bank:	Meta Bank - Issuing Bank			
CC Type/CC Acct#:	MasterCard 🗸	000000000000000000000000000000000000000		
Expiration:	01 🗸	2023 🗸		
CVV:	00			
Authorized Account H Copy from:	Holder Information	~		
Name (F, L):	Client First Name	Client Last Name		
Acct Street Address:	Client Billings Adres			
City, State, Zip:	000	SC 000		
Acct Phone:				

Make sure all the information is there, if any detail from the card is missing the payment won't go through so the file must be rejected until the information is completed.

When you are listening to the recording verfy the information on file is the one given by the client.

The credit card must be without any dash, point. etc

Zajac Attachment I, Page 35 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 119 of 242 Page 139 539 Page 117 of 240

SERVICE AGREEMENT

PAGE 35

SERVICE AGREEMENT

Once the client is aware of their program, the fees they must pay, and how we would work for them the service agreement must be signed.

ag Forms Appointments Events Files Hi eneral E-Sign	story Epuderit Laons Task		Add Form
General Forbearance Request.	Géneral Forbearance Request	Update	
USA Student Debt Agreement - CC (Signed: 1/26/2021)	USA Student Debt Agreement - CC	Update	Completed
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	ALTACTORNAL OF DETOXIZING CONTRACTOR AND DETOXICIES	ar yook too garaal nana waxka	
8	LISR -student-	-	

The Service Agreement can be found on the Forms section.

The following pages must be signed by the client.

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Zajac Attachment I, Page 36 of 55

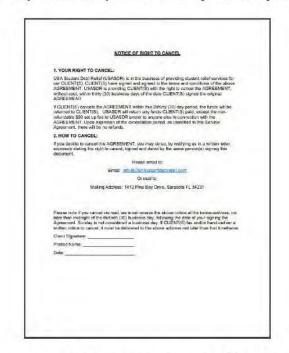
Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 120 of 242 Page 1540 Page 118 of 240

SERVICE AGREEMENT

PAGE 36

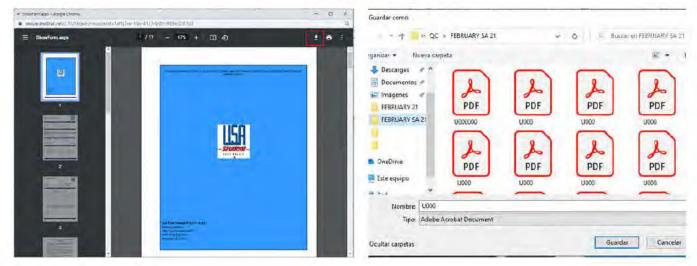
SERVICE AGREEMENT

The client must be aware that there's a page of Right to cancel, they must sign and send in **only** when they want to drop off the program.



The page can't be signed when the files pass QC.

When you are sure the Service Agreement is properly signed proceed to save it with the file's number.



Zajac Attachment I, Page 37 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 121 of 242 Page 15 541 Page 119 of 240

SERVICE AGREEMENT

PAGE 37

AUDIO CONSENT

When you go to Forms and the Service Agreement is not signed, go and check the log's entries for a Supervisor note where it explains if the client gave audio consent to the CM to sign the contract on their behalf

Log Forms General E-Sig		les History St	udent Loons - Task		🗎 Add Form 🛛 🖾 Sign
General For	bearance Request	Ger	eral Forbeatance Request	Update	
🗣 🙆 USA STUA	tervi Debi Agreement - CC	USA	Student Debt Agreement - CC	Update	Sent
			- U		
g Forms A	ppointments Events Filed	a History Stu	ident Loans Task		D Add Comment
g Formis A	ppointments Events Files User	: History Stu Category	idant Loans Task Entry		D Add Comment J
					D Add Comment

If this is the case, make sure during the sales call the CM ask client for permission to sign the Service Agreement on their behalf, if client agrees we can continue reviewing.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 122 of 242 Page 120 of 240 Page 120 of 240

LEAVING NOTES

PAGE 38

TIME TO LEAVE NOTES

Now that we know client's program we can fill the QC form with all the information reviewed. Make sure every field is filled out.

	SSING CS	PAY STUBS TOAD S TAX FOR LISE SELF-EMPLI LISE NOT PAID W	TYEED	PELF FURM LIST OF EXP Alimony Le		TAMILY SIZE	
BANKING Juf Motes	Yes	Debt File	165	• STELLING	Yes •	VERFICATION	Yes •
RECORDINES UPLIAADS7	Yes	FORBERGANCE FORM	N/A		PERT PAYMENT	2/28	/21
PUBLIC SERVICE?	No	- DISABLE	No		SERVICE	Yes	8
PROGRAM	Repay As You	Eam	TE	W 240			

Make sure you leave on notes all the important details and the missing documents needed

CLIENT IS NOT APP	LYING FOR ANY BENEFIT	L.	
MISSING Docs	PAY STUBS IDAO'S TAX FORM IDAO'S TAX FORM IDE: SELF-EMPLOYEED IDE: NOT PARI WITH CHECKS TAPO FORM USSARLITY) BPOV LETTER TIRSARLITY)	PSLF FORM LET OF EXPENSES ALIMONY LETTEN UNIEMPLOYMENT LETTER BETREMENT LETTER ARHUKTY LETTER	BANKREPTCY DESCHARGE LETTER CLEARING HOUSE LETTER FAMILY SIZE PROOF SCHOOL DESCHARGE BOTH FORM

Once the form is completely filled out and we know the client's status, we can start listening to the recording and see if the information provided match what is on the file and the Qc Form,

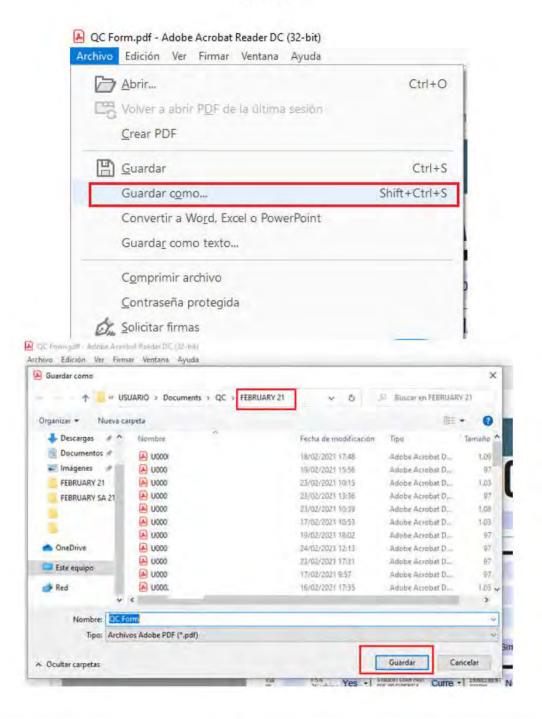
Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 123 of 242 Page 121 of 240

LEAVING NOTES

PAGE 39

DON'T FORGET TO SAVE THE QC FORM

The QC form from every file must be saved in documents and named with the same file's number



Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 124 of 242 Page 124 of 240 Page 122 of 240

LISTENING TO THE RECORDINGS

PAGE 40

4.LISTENING TO THE RECORDINGS

Now the QC form is completely filled out, we must listen to the Sales call recordings and verify that all the information given by the client is the one on file. Make sure the client is well informed about their situation.

lar them A	seeming lines to	es descen to	udier Loens Takis (D) Add Comme	
Date	Line-	Category	tray	
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01/28/3021 06:09 PM	SYSTEM	Assign	Assigned to as Processing	
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01/28/3621 05/09 PM	Ergn	Statual	Sales changed to Contract Received	
01/28/2021 06:07 PM		Statua	Sales changed to Contract Sent	
01(26/2021 DE07 PM		Form	USA Student Debt Agreement - CC sent suc for digital agricules to	
01/28/2021 06/07 PM		Farm	Updated Formultia Student Debt Agreement - CC	
01/28/2021 05-07 PM		faire -	Updated Form: Uflik Student Debt Agreement - CC	
01/28/2021 05:59 PM	Dunie	Status	Trickle Rum DoE Interface - *Calculate Quote	
01/25/2021 05:59 PM	Trana	Starture	DeE Interface changed to little	
01/28/2021 05-58 PM		Sterue	DoE Interface changed to *Calculate Quote	
01/28/2021 05:56 PM	SPSTEM	System	Student loan details secured from Department of Education, and saved to this least.	
01/28/2021 05:58 PM	USAShudentDebt.contal.ec	Debt	Dalls Account Datus changed from (No Account Status) to HE - FORBARANCE (Cradition DEPT CR	

Start by looking on the log's notes when the Contract was signed, that way we would know when the sale was closed.

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Go to apps.mypurecloud.com, select the month needed and click on interactions.

Zajac Attachment I, Page 41 of 55



On the right part, click on the filter and lookup the client's number. Remember to check on ANI for incoming calls and DNIS for outbound calls

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Zajac Attachment I, Page 42 of 55



PAGE 42

When is an inbound call, make sure you leave notes of the person who transferred the call to CM.

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laca	Siles-	Criegory	Keny .
2/25/2029 08/16 894	America Perman	Deneral	TON COMMA

If the sale was made within the last 4 months the recording must be there. Click on it and let it load a few secs and it will be ready.

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Once you indentified the recording has the PV on it, proceed to download it with File's number and "Sales call recording and PV" title.

Llamada Grabación 1	(Editar)
Fecha de archivo	28/04/2021
Fecha de eliminación	Ninguno
Fecha de exportación	Ninguno
Protegido:	∎° No
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nada Grabación 1	(Editar)
Fecha de archivo	28/04/2021
Fecha de eliminación	Ninguno
Fecha de exportación	Ninguno
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Formato de archivo:	Wav
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Zajac Attachment I, Page 44 of 55

PAGE 44

File Attachin					
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File Type:	Sales Recording			v	
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Recording section.

Listen to the recording and make sure all of the information on file and QC form is discussed with the client and if the information provided is correct. Make sure CM goes over the Payment Verification script at the end of the call. QC is the first filter before the file gets to processing and it's ready to be submitted to the DOE, so we need to make sure everything is correct, and if we can work on the client's file just as the CM promised.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 129 of 242 Page 127 of 240

QC APPROVED

PAGE 45

5. PASSING A FILE

Once you heard all of the recordings and you are aware of the information given to the client, and everything seems to be correct, is time to pass the file. According to the situation always leave the notes needed.

When the file is ready to be approved, leave the following notes on yellow on the log's entries.

tegory: General		*		
B I Ų 🖗 ≣			Format •	
(inherited fant)	(inherited size)	* A * Q *		
UALITY CONTROL C	OMPLETED & READY FO	R SUBMISSION.		
SENDER: AX FILING STATUS: MARITAL STATUS: MARITAL STATUS: MOSS INCOME: SA ACCT: ROGRAM: \$0 (M +) TATUS OF THE LOAN DEFAULT/GARNISHME DISABLED: ORBEARANCE SENT: MITENDING SCHOOL	IS: NT/OFFSET/DEFERMEN	T: NO/NO/NO		
ONSOLIDATION OPT V MINUTE: IISSING DOCS:				
V MINUTE: NISSING DOCS: S ON FILE: YES				

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 130 of 242 Page 150 Page 128 of 240

QC APPROVED

PAGE 46

Important details must be on notes, such as if client is applying for some benefit, hasn't received any garnishment letter, or Rehab program wasn't completed before etc.

Add Log Entry-		×
Category: General	~	
8 / U = 5 3 3 5	[표 [표 · · · · · · · · · · · · · · · · ·	
(Inherited font)	size) T A T O T	
QUALITY CONTROL COMPLETED &	READY FOR SUBMISSION.	
GENDER: MALE TAX FILING STATUS: SINGLE		
MARITAL STATUS: SINGLE		
FAMILY SIZE: 2 (CLIENT AND MOT GROSS INCOME: \$0 (CLIENT RECE		
FSA ACCT: WORKING PROGRAM: PAYE \$0 (240M + \$9)		
STATUS OF THE LOANS: DEFAULT DEFAULT/GARNISHMENT/OFFSET/	DEFERMENT VES/ND/ND/ND	
DISABLED: NO FORBEARANCE SENT: N/A		
ATTENDING SCHOOL: NO		
CONSOLIDATION OPTIONS: YES PV MINUTE: 19:00		
MISSING DOCS: SSI AWARD LETT SS ON FILE: YES	ER / BPQY OR TAPD	
CLIENT WOULD APPLY FOR DISABI	LITY DISCHARGE	
		Save Cancel
		save cancel

D Add Comment	Jent Loans Task	Files History Stu	opointments Events	Log Forms Ap
	Entry.	Category	User	Date
	QUALITY CONTROL COMPLETED & READY FOR SUBMISSION			
	GENDER: FEMALE TAX FILING STATUS: HEAD OF HOUSEHOLD MARTAL STATUS: SINGLE FAMILY SIZE: 3 (+ FATHER AND CHILD) GROSS INCOME: 50 (CLIENT IS UNEMPLOYED FSA ACCT: FSA RECOVERY PROGRAM: PAYE 50 (240M + \$19)	General	Alexander Restrepo	02/17/2021 09:52 AM
	Unland Sales Percedient Intel 1001 0001 CALCOUNT PERCENTING AND BY MAN	Elle	Alexander Pastropa	Md 65/360 100020 0M

Zajac Attachment I, Page 47 of 55

QC APPROVED

02/17/2021 09:53 AM

Alexander Restrepo

Status

PAGE 47

Once the notes are on the log's entires, we must click on QC/QA Review aproved and the payment plan will be activated.

	QC/QA	*	
	O QC/QA Review	1/06/2021	
	QC/QA Approved	2/17/2021	
	O QC Rejected		
	Re-certification	8	
	Change Status to: QC/QA Approve Status changing to QC/QA Approved	d (- U000)	
	Type Note		
	- aa yaa aa	Ok Cance	4
Log Forms	Appointments Events Piles History Student Lo	in the second	Ø Add Comment
Date 02/17/2021 09:53 AM	User Category Alexander Restrepo System	Entry	
02/17/2021 09:53 AM	Alexander Restrena Status	Accounting changes to Contract Active	

Check in which pool is the file, if it appears Processing pool, click on Intro Call needed so the Account Manager can start to contact the client.

QC/QA changed to QC/QA Approved

Sales	Contract Received	
Processi	ng Processing Pool	
Account	ing New File	
DoE Inte	rface Idle	
QC/QA	QC/QA Review	
QC/QA1	QC/QA Review1	
(No Ac	tions Available)	Ŷ
O First	Payment Approved	*
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O Not In	nterested	
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Proce	essing Pool	1/28/2021
OIntro	Call Pending	
1134		

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 132 of 242 Page 552 Page 130 of 240

QC REJECTED

PAGE 48

6. REJECTING A FILE

If you are sure the file must be fixed, the notes have to be in red and explain to CM what's need to be changed. Leave screenshots of the issue or the minute of the recording when the client was misinformed.

B I U an I I I I I I I I I I I I I I I I I I	Log Entry - Gerald A Bright (U000 Category: General		
(inherized fort) (inherized fort) (in			
In the sea information's Substituted to GLT THE FSA ACCOUNT RUMINIC IS INCORRECT PLEASE CALL CLEAN AND HODALE INFORMATION A noticial website of the United States government INDERSTAND AID ~ APPLY FOR AID ~ COMPLETE AID PROCESS A noticial method information couldn't be verified by the Social Security Administration identity with the SSA.			
Interest information Submittee to get the FSA ACCOUNT Rulture is incorrect please call Image: An official websits of the United States government Federal Student Aid UNDERSTAND AID × APPLY FOR AID × COMPLETE AID PROCESS Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Image: An official websits of the United States government Imag	formentee wind formentee		
An official website of the United States government FEDERAL States downwards UNDERSTAND AID ~ APPLY FOR AID ~ COMPLETE AID PROCESS Vour personal information couldn't be verified by the Social Security Administration identity with the SSA.	THE ESA INFORMATION SUE		S INCORRECT PLEASE CALL
Federal Student Aid UNDERSTAND AID ~ APPLY FOR AID ~ COMPLETE AID PROCESS Image: Student Aid Your personal information couldn't be verified by the Social Security Administration identity with the SSA.		CLIENT AND UPDATE STEGRMATION	
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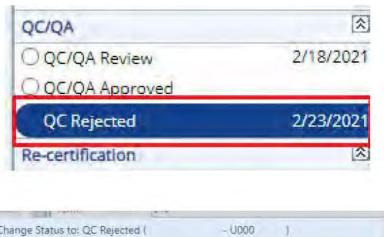
Once you explain everything in notes and leave proof of it it's time to reject the file and choose the CM.

Zajac Attachment I, Page 49 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 133 of 242 Page 153 Page 131 of 240

QC REJECTED

PAGE 49



Name:	PLEASE CHECK NOTE	ES ON FILE - FIX	ISSUES. THAN	IK YOU.	
Task Type:	Sales	Ŷ	Assign To:		~
Due On:	3/2/2021 2:00 PM	m O	Reminder:	5 Minutes	~

Click on QC Rejected and chose the CM who made the sale. Leave a short Name since the QC Reject notes are already on the log's entries.

You can leave the file pending if the issue is minimum, but remember at the end of the day the file must be QC approved or QC Rejected

Don't forget to follow up of your rejected files and pass the ones that were already fixed

Zajac Attachment I, Page 50 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 134 of 242 Page 132 of 240

QC REJECTED

PAGE 50

WHY SHOULD I REJECT A FILE?

Here are some reasons why a file should be rejected, either way, take all the information reviewed into consideration at the moment of the rejection. If a file is Rejected the QC Agent must be sure of what has to be changed,

INCOME DRIVEN REPAYMENT (FORGIVENESS)
 If in default, no garnishment and with cons options, do not say that the default status will be lifted after the enrollment fee payments are made.
 If in default, do not forget to ask if client is or has been garnished or if they have received any letters in regards to garnishment.
 Case manager does not explain to client the enrollment and monitoring fee are going to us for submitting and recertifying their program.
-Case manager offers a benefit by itself.
-Case manager forgets to confirm SSN and DOB.
-Case manager offers consolidation when client does not have consolidation options.
-Case manager sells a specific program without confirming that the client does qualify for it.
-Case manager does not make sure FSA info is accurate and working.
 Case manager signs contract on behalf of the client without client's authorization and floor manager's consent.
-Case manager tells the client that the enrollment and monitoring fee payments are towards the loans/lenders/department of education.
-Case manager does not ask clients who are the members on the family size.
-Case manager does not send the forbearance form to client (if needed.
-Case manager does not request the documentation needed.
-Case manager does not ask for middle and former names.

QC REJECTED

PAGE 51

WHY SHOULD I REJECT A FILE?

REHAB

- Case manager does not ask if client is or has been garnished on wages or taxes.

 Case manager assured to client that their taxes/wages won't be garnished if they get enrolled with us.

- Case manager does not ask client if they have ever done rehab before.

- Case manager cannot provide an estimate on how much the rehab payments will be. Instead, tell the customer that they can qualify for payments as low as \$5 dollars.

- Case manager does not request the documentation needed.

BENEFIT

 If client says they may qualify for TAPD and case manager does not make sure if client is 100% disabled and that the disability is certifiable by a doctor, social security administrationor veteran's affair.

Case manager sells only a benefit; case managers should always sell program + benefit.

 If client says they may qualify for PSLF and case manager does not ask client if theywork over 30 hours per week.

FSA RECOVERY

 Case manager does not exhaust all 3 options to retrieve FSA ID before setting file as FSA recovery.

- Case manager does not try and create an FSA ID account before setting file as FSA recovery.

- Case manager does not ask if the client is aware if they are in default or being garnished on wages or taxes, or has received any letter regarding that.

- Case manager does not ask for copy of ID.

- Case manager didn't explain 3 options (program, consolidation and rehab program).

Zajac Attachment I, Page 52 of 55



COMPLETING THE PROCESS

PAGE 52

7.COMPLETING THE PROCESS

That's it, we have reviewed a file successfully. Now final notes to keep in mind!

Don't forget to chose you as QC Agent when you open the file.

Assigned To		2
Sales	Steven Rodriguez	v
Processing		~
Accounting		~
IP WHITELIST	(Unassigned)	¥
Re-certification	(Unassigned)	v
QC/QA	Alexander Restrepo	~

Don't forget to click on Save after any change is made.

Miscellaneous			Assigned To		1
			Sales		~
Username:			Processing		*
Password:	Student12345		Accounting	1	~
			IP WHITELIST	(Unassigned)	~
			Re-certification	(Unissigned)	~
			QCIQA	1	~
			Current Status		1
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Tasy		(D) Rod Comment	C Lead Pool		
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C/QA started at Q	C/DA Review		Dinpro Call Pendi	ns 🔪	
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Zajac Attachment I, Page 53 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 137 of 242 Page 135 of 240

SETTING A TASK

PAGE 53

SETTING A TASK

When you leave the file on pending or need anything from somebody in another department you can set a task for them to review the file.

	Priority	Subject		Туре	Assigned	Due On	Status	
	-			- 52		01/29/2021 06:52 AM		
	High	***PLS QC FILE***CONTRACT A	ACTIVE***	QC/QA		PST		7
2	High	++CALL BACK		Collections		02/10/2021 04:38 PM		2
	HIGH	- CALL DALK		Conections		PST		
	High	Piease fix file		Soles		02/22/2021 09:12 AM PST		7
	T	00 Task Decails Task Name PLEASE CHECK THE NOTES ON FILE,	THANKYOU		Task Description	(inherited size) • Form	at •	
	1	Task Type	Assign To		A • Q • B			田 3/5
		(Select Task Type)	▼ (Select A	ssignee				
		Due On						
				1225				
		3/1/2021 7:58 AM	and the second	1 O				
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	R	3/1/2021 7:58 AM Reminder		(茴 ⊙				
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	R	3/1/2021 7:58 AM Reminder Immediate Ing Entries		Category	Ŧ	Message	-	Expert Emerso display

Set a task name but remember to always leave notes on the file of what you need, select the task type, assign it to the person, and then leave a short description and click save.

Zajac Attachment I, Page 54 of 55

THANK YOU!

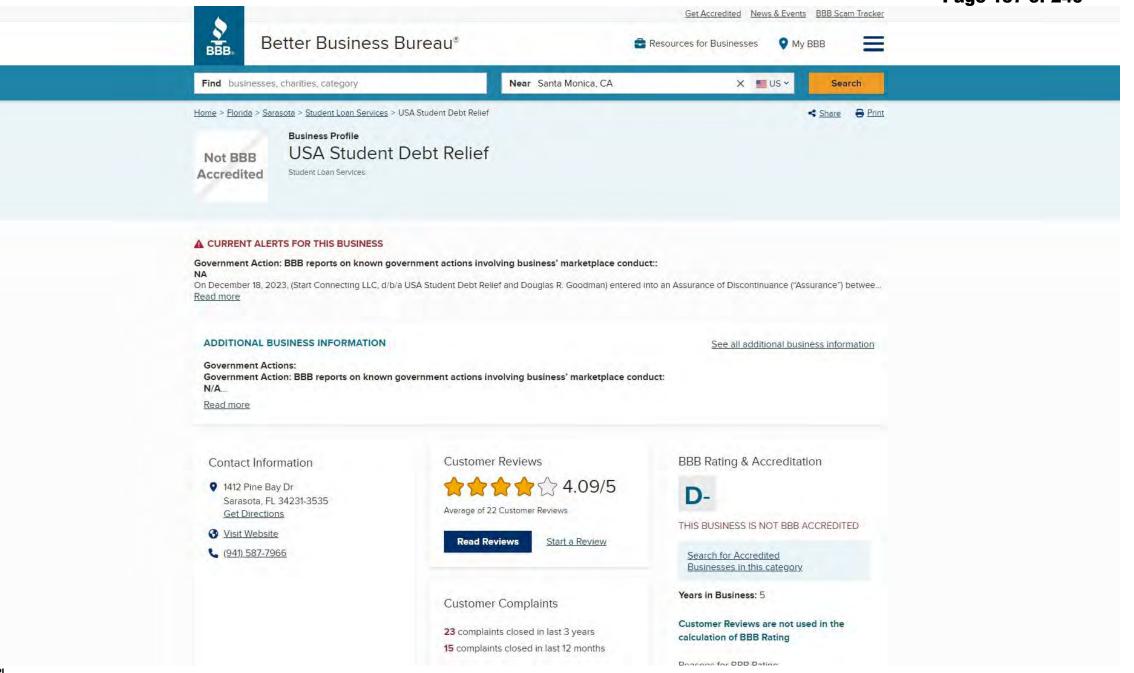
If you have any doubt don't hesitate to reach out to QC Team, we are happy to help you out!

Zajac Attachment I, Page 55 of 55

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 139 of 242 PageID 559

Page 137 of 240

PX14



URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955

Timestamp

Tue Mar 26 2024 12:36:46 GMT-0400 (Eastern Daylight Time)

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 140 of 242 PageID 560

PX14 Page 138 of 240

Sarasota, FL 34231-3535 <u>Get Directions</u> <u>Visit Website</u> (941) 587-7966	Average of 22 Customer Reviews Read Reviews Start a Review	THIS BUSINESS IS NOT BBB ACCREDITED Search for Accredited Businesses in this category
	Customer Complaints 23 complaints closed in last 3 years 15 complaints closed in last 12 months Read Complaints <u>File a Complaint</u>	Years in Business: 5 Customer Reviews are not used in the calculation of BBB Rating <u>Reasons for BBB Rating</u>
Related Categories Student Loan Services		

Business Incorporated: 3/11/2019

Type of Entity: Limited Liability Company (LLC)

Alternate Business Name Start Connecting LLC

Business Management Mr. Douglas Goodman, President Mr. John Rojas, Associate Ms. Doris Gallon-Goodman, Associate

Contact Information Principal Mr. Douglas Goodman, President Customer Contact Mr. Douglas Goodman, President Mr. John Rojas, Associate Ms. Doris Gallon-Goodman, Associate

Additional Contact Information Website Addresses

Complaint Type: Problems with Product/Service Status: Answered 📀

Read 22 More Complaints

Customer Reviews

Most Recent Customer Complaint

22 Customer Reviews

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955

Timestamp

Tue Mar 26 2024 12:36:46 GMT-0400 (Eastern Daylight Time)

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 141 of 242 PageID 561

PX14 Page 139 of 240

Mr. Douglas Goodman, President Customer Contact Mr. Douglas Goodman, President Mr. John Rojas, Associate Ms. Doris Gallon-Goodman, Associate	Read 22 More Complaints
Additional Contact Information Website Addresses https://usastudentdebtrelief.com/	Customer Reviews 22 Customer Reviews
Read More Business Details and See Alerts	What do you think? Share your review. Start a Review How BBB Processes Complaints and Reviews Start a Review
	Most Recent Customer Review
	John R ★★★★★ 02/20/2024
	Amazing opportunity to boost your personal economy and growth. Todays economy need an extra help and this company can really make the difference on your favor! Recommended! 5 stars!
	Read 21 More Customer Reviews
	Local BBB
	BBB of West Florida
	More Info on Local BBB
	BBB Reports On
	BBB reports on known marketplace practices.
	See What BBB Reports On
	nent. BBB asks third parties who publish complaints, reviews and/or responses on this website to affirm that the on provided by third parties, and does not guarantee the accuracy of any information in Business Profiles.
	id volume of transactions, and understand that the nature of complaints and a firm's responses to them are often

When considering co more important than the number of complaints.

BBB Business Profiles generally cover a three-year reporting period. BBB Business Profiles are subject to change at any time. If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Business Profile.

As a matter of policy, BBB does not endorse any product, service or business.

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955

When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

BBB Business Profiles generally cover a three-year reporting period. BBB Business Profiles are subject to change at any time. If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Business Profile.

As a matter of policy, BBB does not endorse any product, service or business.



For Consumers

Language Translation Information Search for a Business Get a Quote Start a Review File a Complaint BBB Scam Tracker File an Auto Warranty Complaint Sign up for Scam Alerts Frequently Asked Questions (FAQ) Consumer HQ

For Businesses

Search Business Profiles Get Accredited BBB EU Privacy Shield Get Your Business Listed Partner Code of Conduct Apply for BBB Accreditation Business HQ

About BBB®

Mission & Vision Directory of Local BBBs International Association of Better Business Bureaus BBB Institute for Marketplace Trust Careers BBB Wise Giving Alliance (Give.org) BBB National Programs Give.org BBB Institute for Marketplace Trust BBB Business Partner Code

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kies <u>Manage Cookies</u>

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955

Timestamp

Tue Mar 26 2024 12:36:46 GMT-0400 (Eastern Daylight Time)

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 143 of 242 Page 141 of 240 Page 141 of 240

USA Student Debt Relief

Case #: 17844631

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231-3535

Date Filed: 4/1/2021 7:00:07 AM

Nature of the Complaint: Product Issues Consumer's Original Complaint:

USA Student Debt Relief contacted me and said that I was eligible for their program, and that they could help consolidate my student loans and it would only cost half of the loans and with less time to pay it off. I reluctantly agreed, and they did the application with me, and said to create a profile on the app as suggested. I was told that they would contact Navient and overtake my loans and find an alternate loan holder and told me Navient wasn't trying to help me consolidate my loans, so the long run it would cost more with interest and a 30 year repayment. I was very confused, because the young man who helped me seemed vague and not very informative. in essence they obtained a onetime fee of \$100 and 4 payments totaling \$269.25 which I later found out didn't even need to be paid for 12 mo. I then received correspondence via mail from Nelnet, who said the obtained my loans and had started the process of consolidation. I felt left in the dark and confused as I never was contacted by the person who originally started the process. The agent from NelNet informed me that USA Student Debt Relief should not have taken my payments, and should have informed me that I could have done the whole consolidation process for free through The Dept. Of Education website. I continually followed up only to get nowhere with this 3rd party company. And I finally downloaded their agreement and there are a lot of discrepancies and errors, misinformation, and I was never informed of my rights, and then they told me after a week and a half, that they were only going to give me half of my payments back. they didn't go over the agreement with me at all, the Accounting manager never addressed my concerns or explained the process with me. I told them I wanted a refund, and was told basically take it or leave it. I told them that we would go to litigation then, and was told Thats fine.

Consumer's Desired Resolution:

DesiredSettlementID: Refund

Since I was left in the dark about the whole process, and led on and the whole agreement is inaccurate, and they waited until it was almost if not too late for me to request a refund. and that the Accounting manager, ghosted me and never talked with me to explain anything to me, and that I am owed a full refund because there was still time according to the lady from NelNet that I didn't even have to pay anything for 12 months.

Complaint Timeline

04/01/2021

Case Received by BBB: Legacy web

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 144 of 242 Page 142 of 240 Page 142 of 240

04/02/2021	Case Reviewed by BBB: Legacy tyovanovich@bbbwestflorida.org
04/02/2021	Send Acknowledgement to Customer: Legacy Otto
04/02/2021	Notify Business of Dispute: Legacy Otto
04/05/2021	Receive Business Response: Legacy WEB
04/05/2021	Forward Business Response to Customer: Legacy tyovanovich@bbbwestflorida.org
04/19/2021	No Customer Response- Assumed Resolved w/o Letter: Legacy OttO
04/19/2021	Case closed - ASSUMED RESOLVED: Legacy OttO

Complaint Messages

04/05/2021 - Imported Receive Business Response Contact Name and Title: John Rojas Contact Phone: 9414799405 Contact Email: info@usastudentdebtrelief.com Complaint ID#: 67484581

2/11/2021: Mrs. Spoke with one of our service reps in regards to her student loans. 2/11/2021: Mrs. Spoke with one of our reps for over 30 minutes signed an electronic document where payment dates, amounts, terms and conditions as well as cancellation policy are clearly explained. (This document is attached and it was signed from her personal email and the IP Address of her home)

2/11/2021: As agreed on the signed service agreement the first draft payment for \$89.75 was processed.

3/3/2021: Client called in and spoke with our customer service department and received a full update in regards to the current status of her application; which was submitted that same day.

3/3/2021: Client requested to make three payments at once that day because she wanted to pay the full enrollment fee in order to just focus on her monitoring fee payments.

3/3/2021: Customer service department explained to Mrs. **The service** that she was completing a term under the Revised Pay As You Earn program, (240 months) which meant that she was completing a term versus paying of her loans. (This was clearly explained in the recordings which are available if needed and also in the service agreement which she signed from her IP Address and her personal email) 3/3/2021: Customer service rep transferred the call over to the accounting department in order to

update her payment method and process the funds as agreed on the call. (Recordings are available if needed)

3/3/2021: Confirmation text sent to client and client replied giving us the okay. (See Exhibit A)3/3/2021: Application for loan consolidation and Income Driven Repayment (Pay as You Earn with

monthly payments of \$0.00 for the first 12 months and a term of 240 months) was submitted for her Navient held loans to Nelnet services.

3/3/2021: Annual re-certification due on

3/10/2021: Mrs. **Called and spoke with our customer service department and expressed that she** received a call from another company offering her the same services for a lower quote. She stated in the audio that the other company accused us of being a scam but she wished to continue with us.

3/19/2021: Mrs. **Called** in and spoke to our customer service department and stated that she now wanted to deal directly with Nelnet services. She requested a refund.

3/19/2020: Customer service dept. explained to Mrs. **The service** that her refund review would be processed and also explained to her that the submission of both her loan consolidation and Income driven repayment had been done for her from our end.

3/23/2021: Mrs. called in and spoke with our customer service department. She was very dissatisfied and was explained that underwriting would have an answer on her refund on March 26th, 2021.

3/26/2021: Client was granted a refund for \$260.00 which is what underwriting decided. Task was set for accounting to refund funds which took place on 4/5/2021. (Screenshot attached)

*Summary: Mrs. spoke with one of our reps back in Feb 2021 and agreed to have her loans consolidated and for her to be placed into the income driven repayment plan called Pay As You Earn with a term of 240 months and monthly payments of \$0.00 towards her loans for the first 12 months. After her application was submitted to Nelnet servicing and her loans went from Navient to Nelnet- Mrs.

proceeded to cancel and request a refund. Every time Mrs. **Sector** spoke with our customer service department her concerns were addressed. The submission of her application was done on March 3,2021 and was approved as stated in the service agreement which she signed from her personal email and the IP address of her home. The refund request was met and granted because of good faith; we did everything that we promised to do from the beginning and Mrs. **Sector** is now on the Pay As You Earn Program with the term and payments as stipulated in the service agreement.

All supporting docs attached See Attachment/File: BBB Complaint Dispute - .pdf Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 146 of 242 Page 144 of 240 Page 144 of 240

USA Student Debt Relief

Case #: 17860328

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231-3535

Date Filed: 2/11/2022 5:00:16 AM

Nature of the Complaint: Billing or Collection Issues Consumer's Original Complaint:

Initially contacted by US Student debt relief to consolidate and pay off my \$4500 student loan debt. I had initially filed for an amount variance with Nelnet which the paperwork was in transit at that time and in error thought they were the same people. I completed the information over the phone and they started demanding monthly payments via text and email of over \$96 which my son had them taken automatically from my checking account until recently when he changed my account due to a romance scammer. I have started getting messages again requesting payment and have called them for verification of the snout still owed because I had received a bill from Nelnet that had not shown any of the payments ever being applied to my debt. In fact it was larger due to interest! I have the funds available now to pay off the loan completely but don't want to send it to them as I believe they fraudulently took my money and never applied it to my loan over this past year. Never received anything in writing from them. Phone number they give for contact is (941) 946-8738 but the text came from 1 (833) 921 -5994.

Consumer's Desired Resolution:

No further contact by the business; Refund; Correction to a credit report

Complaint Timeline

02/11/2022	Case Received by BBB: Legacy web
02/11/2022	Case Reviewed by BBB: Legacy mciotuszynski@bbbwestflorida.org
02/11/2022	Send Acknowledgement to Customer: Legacy Otto
02/11/2022	Notify Business of Dispute: Legacy Otto
02/15/2022	Receive Business Response: Legacy WEB
02/15/2022	Forward Business Response to Customer: Legacy mciotuszynski@bbbwestflorida.org
02/16/2022	Dispute RESOLVED- with Letter: Legacy

WEB

02/17/2022	Inform Business - Case Closed RESOLVED: Legacy OttO
02/17/2022	Case Closed RESOLVED: Legacy OttO
02/22/2022	Consumer Survey: Legacy TDT

Complaint Messages

02/15/2022 - Imported Receive Business Response Business Name: USA Student Debt Relief Consumer: Complaint ID#: 67515240

Case Description:Initially contacted by US Student debt relief to consolidate and pay off my \$4500 student loan debt. I had initially filed for an amount variance with Nelnet which the paperwork was in transit at that time and in error thought they were the same people. I completed the information over the phone and they started demanding monthly payments via text and email of over \$96 which my son had them taken automatically from my checking account until recently when he changed my account due to a romance scammer. I have started getting messages again requesting payment and have called them for verification of the snout still owed because I had received a bill from Nelnet that had not shown any of the payments ever being applied to my debt. In fact it was larger due to interest! I have the funds available now to pay off the loan completely but don't want to send it to them as I believe they fraudulently took my money and never applied it to my loan over this past year. Never received anything in writing from them. Phone number they give for contact is (941) 946-8738 but the text came from 1 (833) 921 -5994.

Response: On January 20th,2021 Mrs. Spoke with one of our reps and was interested in having her loans consolidated as well as the proper enrollment into the Revised Pay As You Earn Program. On this date her Federal Student Aid account was recovered for her and her loans were disclosed- she was defaulted and collections was in charge of her loans. On January 25th, 2021 client called in and asked for us to process her payment. On January 25th, 2021 Mrs. Spoke with client texted us stating that she was gathering all the necessary docs for her particular case (Her TPD- "Total and Permanent Disability" form was being filled out by her primary physician). On March 17th client sent her TPD form filled out by her physician. On March 25th, 2021 Her TPD form with her application was sent to Nelnet TPD (Total and Permanent disability) on her behalf. On June 9th,2021 her TPD "Total and permanent application" was approved by Nelnet and she is on her 3-year POST-DISCHARGE MONITORING PERIOD// STARTED ON (June 7th, 2021)

To summarize: We spoke with Mrs. **Constant**, and she needed assistance with her student loans-she was defaulted and her loans were with collections. We gathered the needed documentation and submitted

the application and in 3 months got her enrolled into the Revised Pay As You Earn program with the additional benefit of TPD "Total and Permanent Disability". Mrs. **Total** today is in good standing on her loans; not to mention by her being in the Total and Permanent disability program her loans were forgiven. We complied with everything we agreed to do for her, we performed the submission got it approved, lifted her default status and placed her back in good standing concerning her student loans. We have kept our end of the bargain. All documentation proves everything being explained on this dispute.

See Attachment/File: 1.Dispute.pdf

02/16/2022 - Imported

Dispute RESOLVED- with Letter

(The consumer indicated he/she ACCEPTED the response from the business.) Contacted via email and phone by a gentleman from us student debt relief stating that he was authorized to pay back the money collected if I would remove the complaint. Since I want my money back that wasn't applied to my bill I agreed and want to remove the complaint so they will refund the several hundreds of dollars taken Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 149 of 242 Page 147 of 240 Page 147 of 240

USA Student Debt Relief

Case #: 17828184

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231-3535

Date Filed: 5/19/2022 7:07:33 PM

Nature of the Complaint: Contract Issues

Consumer's Original Complaint:

I am currently listed on all DNC lists. Received a call that I had been pre qualified to complete an application for student loan forgiveness. When I asked what prequalified me they informed me that they receive phone numbers from the department of education to call and offer their services to me. I informed them I was not a candidate for their services and they said the department had made a mistake and apologized.

Consumer's Desired Resolution:

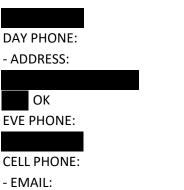
No further contact by the business

Complaint Timeline

05/19/2022	Case Received by BBB: Legacy web
05/20/2022	Case Reviewed by BBB: Legacy tdoornbos@bbbwestflorida.org
05/20/2022	Send Acknowledgement to Customer: Legacy Otto
05/20/2022	Notify Business of Dispute: Legacy Otto
05/23/2022	Receive Business Response: Legacy WEB
05/25/2022	Forward Business Response to Customer: Legacy tdoornbos@bbbwestflorida.org
06/08/2022	No Customer Response- Assumed Resolved w/o Letter: Legacy OttO
06/08/2022	Case closed - ASSUMED RESOLVED: Legacy OttO

Complaint Messages

05/23/2022 - Imported Receive Business Response NAME: Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 150 of 242 Page 148 of 240 Page 148 of 240



Good afternoon BBB,

The defense for our team is very simple and more than anything crystal clear when it comes to an unsatisfied consumer. First of all, we have never contacted Mr. **Second Second S**

Zajac Attachment K, Page 8 of 50

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 151 of 242 Page 149 of 240 Page 149 of 240

USA Student Debt Relief

Case #: 17857378

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231-3535

noreply@noemailprovided.com

Date Filed: 6/8/2022 3:04:07 PM

Nature of the Complaint: Sales Issues

Consumer's Original Complaint:

This company continues to call me and ive asked them to stop calling me and they keep calling me!! i have no debt!!!! STOP CONTACTING ME!!!!!!!

Consumer's Desired Resolution:

No further contact by the business

Complaint Timeline

06/08/2022	Case Received by BBB: Legacy web
06/08/2022	Case Reviewed by BBB: Legacy mciotuszynski@bbbwestflorida.org
06/08/2022	Send Acknowledgement to Customer: Legacy Otto
06/08/2022	Notify Business of Dispute: Legacy Otto
06/09/2022	Receive Business Response: Legacy WEB
06/10/2022	Forward Business Response to Customer: Legacy mciotuszynski@bbbwestflorida.org
06/24/2022	No Customer Response- Assumed Resolved w/o Letter: Legacy OttO
06/24/2022	Case closed - ASSUMED RESOLVED: Legacy OttO

Complaint Messages

06/09/2022 - Imported

Receive Business Response

We spoke with this client on June 8th, 2022 he was extremely rude with our rep because he had an accent. His number was placed in all of our DNC lists and he will not be contacted again.

Zajac Attachment K, Page 9 of 50

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 152 of 242 Page 150 of 240 Page 150 of 240

USA Student Debt Relief

Case #: 17876945

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231-3535

Date Filed: 6/14/2022 1:03:12 PM

Nature of the Complaint: Contract Issues

Consumer's Original Complaint:

My number is listed on the DNC, yet this company has called to solicit their services in violation of the TCPA. They did this using a spoofed phone number, and although they are using the name "USA Student Debt Relief" there appears to be no company registered in Florida to conduct business under this name. I would like to know where they got my information, and settle this TCPA claim.

Consumer's Desired Resolution:

Contact by the business

Complaint Timeline

06/14/2022	Case Received by BBB: Legacy web
06/15/2022	Case Reviewed by BBB: Legacy mciotuszynski@bbbwestflorida.org
06/15/2022	Send Acknowledgement to Customer: Legacy Otto
06/15/2022	Notify Business of Dispute: Legacy Otto
06/29/2022	No Response Received from Business on 1st Notice : Legacy OttO
06/29/2022	No response to first notice to business: Legacy mciotuszynski@bbbwestflorida.org
06/29/2022	Customer - Have You Heard From the Business: Legacy Otto
06/29/2022	Reminder of Dispute to Business: Legacy Otto
06/29/2022	Receive Business Response: Legacy WEB
07/01/2022	Forward Business Response to Customer: Legacy jzajac@bbbwestflorida.org

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 153 of 242 Page 151 of 240 Page 151 of 240

07/07/2022	BBB Receives Customer Rebuttal to Response: Legacy WEB
07/07/2022	Forward Customer Rebuttal to Business: Legacy mciotuszynski@bbbwestflorida.org
07/18/2022	No Further Comments from Business : Legacy OttO
07/19/2022	Case Sent to Review Meeting: Legacy mciotuszynski@bbbwestflorida.org
07/28/2022	Review Meeting Completed: Legacy reakins@bbbwestflorida.org
07/28/2022	BBB Determined Case Closed ANSWERED: Legacy mciotuszynski@bbbwestflorida.org
07/28/2022	Inform Customer Case Closed ANSWERED: Legacy Otto
07/28/2022	Case Closed ANSWERED: Legacy Otto

Complaint Messages

06/29/2022 - Imported

Receive Business Response

We reached out to Mr. **Construction** on June 14th, 2022 and once he asked us to remove his name from the list we did and never contacted him again. He wrote us asking us to pay him \$1,500 up front for breaching TCPA regulations- that is the maximum penalty any company is to pay if they are found guilty and if this was done willingly or with malicious intent. We have complied with removing Mr. **Constant** from our records and all of his information has been deleted from our systems.

See Attachment/File: 6-14-2022.JPG

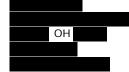
07/07/2022 - Imported

BBB Receives Customer Rebuttal to Response (The consumer indicated he/she DID NOT accept the response from the business.) This company did not address the issue nor resolved the TCPA violation. Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 154 of 242 Page 152 of 240 Page 152 of 240

USA Student Debt Relief

Case #: 18244261

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 10/18/2022 11:24:16 PM

Nature of the Complaint: Refund / Exchange Issues

Consumer's Original Complaint:

This is fake business. I provided information regarding my bank account, social security number, and submitted pay stubs. \$152.25 was taken from my bank account. The man I spoke with is calling himself Steven Rodriguez. His direct phone number is 9414799406.

Consumer's Desired Resolution:

Refund; Company taken down

Complaint Timeline

10/18/2022	Submitted: IABBB Complaint Form Complaint Form
10/19/2022	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
10/19/2022	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
10/19/2022	Business Responded to Complaint: Action Taken: Extranet johnr@usastudentdebtrelief.com
10/19/2022	Pending consumer Response: Action taken mciotuszynski@bbbwestflorida.org
10/19/2022	Pending BBB review of rejection: Action Taken: Extranet
10/20/2022	Pending Business Response of Rejection: Action taken mciotuszynski@bbbwestflorida.org
10/30/2022	Business DID NOT respond to Consumer Rejection: Action Taken (No Letters) Threshold Application
10/31/2022	BBB Peer Review: Action taken tdoornbos@bbbwestflorida.org
11/01/2022	Answered: Action taken tyovanovich@bbbwestflorida.org

Complaint Messages

10/19/2022 - John Rojas

Respond to Complaint

Mrs. **Constitution** enrolled into the Pay As You Earn program on Oct 5th, 2022. She signed a service agreement from her personal email and IP address where terms and conditions, payment schedules, amounts and cancellation policy are disclosed. We do not wish to have bad business or any clients think we are taking advantage of them. We have granted Mrs. **Constitution** a full refund and according to the legal document which she read and signed she could have emailed us asking to have her file cancelled and a refund within the 30 day cancellation period. We hope this takes care of any inconveniences this may have caused her. Attached is the service agreement signed by her and a screenshot of the refund for \$ 152.25

10/19/2022 -

I do not accept the response made by the business to resolve this complaint

Complaint: 18244261

I am rejecting this response because: I have not received any document or confirmation regarding the document I signed. I appreciate the refund greatly and the timely response. I would like a confirmation that the contract has been cancelled. I do not want my loans consolidated or to be put in any payment plan.

Sincerely,

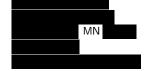
Zajac Attachment K, Page 13 of 50

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 156 of 242 Page 154 of 240 Page 154 of 240

USA Student Debt Relief

Case #: 18658724

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 12/29/2022 5:51:16 PM

Nature of the Complaint: Billing or Collection Issues Consumer's Original Complaint:

I spoke with Kevin Smith on 12/09/22 about taking care of my loan debt spoke about payment of\$400 total \$100 per month for 4 months starting the end of the month told him I would think about it and call him he ask for my debit I gave it to him he told me he would wait until I got back to him because I could cancel up to 30 days took\$100out from my account today have called several times long waits on the phone left messages for at 3 different numbers and no return calls I would like my money back it was wrongfully taken from my account

Consumer's Desired Resolution: Refund

Complaint Timeline

12/29/2022	Submitted: IABBB Complaint Form Complaint Form
01/03/2023	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
01/03/2023	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
01/05/2023	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
01/05/2023	Pending consumer Response: Action taken mciotuszynski@bbbwestflorida.org
01/18/2023	Answered: Action Taken Threshold Application

Complaint Messages

01/05/2023 - Douglas Goodman Respond to Complaint

Good afternoon,

After reviewing this case the client signed a service agreement where payment dates, amounts as well

as automatic drafts are explained. We do not wish to do any wrong business with any clients therefore she has been granted a full refund for \$100.00. Screenshot is attached.

Cordially,

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 158 of 242 Page 156 of 240 Page 156 of 240

USA Student Debt Relief

Case #: 18674123

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 1/2/2023 11:26:30 PM

Nature of the Complaint: Repair Issues Consumer's Original Complaint:

I have contacted this business multiple times for a refund of 3 months worth of payments (\$154.04) totaling \$462.12. Molly Martinez originally stated December 14th I was going to receive a full refund in "10 days". I never got anything and I called in 2 other times to confirm it was pending. It most definitely was not each time. I have been trying to call in for weeks and cannot get through by trying their 3 different numbers I have. Been on hold for 2+ hours straight. I think I've been scammed. **Consumer's Desired Resolution:**

Refund

Complaint Timeline

01/02/2023	Submitted: IABBB Complaint Form Complaint Form
01/03/2023	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
01/03/2023	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
01/05/2023	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
01/05/2023	Pending consumer Response: Action taken mciotuszynski@bbbwestflorida.org
01/18/2023	Answered: Action Taken Threshold Application

Complaint Messages

01/05/2023 - Douglas Goodman Respond to Complaint

Good afternoon,

We do apologize if the person called within the holidays since we are off from Dec 23rd to Jan 3rd 2023. We have granted this person a full refund, screenshots will be attached. We do not intend to take

Zajac Attachment K, Page 16 of 50

advantage of any person much less charge a dissadisfied consumer for a service they did not receive.

Cordially,

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 160 of 242 Page 158 of 240 Page 158 of 240

USA Student Debt Relief

Case #: 19532369

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 3/3/2023 2:49:19 PM

Nature of the Complaint: Billing or Collection Issues Consumer's Original Complaint:

US Student Loan Debt relief scam me out of \$1000.00 for them to resolve my student loans. I made monthly payments over the 6 month and also they are taking \$19.00 out of check each month that was suppose to be going toward my student loans. A long time ago I did apply for the student loan forgive program. At the time I did not know any better. I'm asking that you please review the false US Debt program and put a hold on them of scamming other out of the money. This is so shameful that I got scam with Student Loan Release when this was no charge. When I tried to call and dispute they told me that fee is for them to file for the forgiveness program and also the \$19.. is going toward the student debt and nothing has been going toward the debt. Can you please look into this and refund back some of my money what I paid.

Consumer's Desired Resolution:

Refund

Complaint Timeline

03/03/2023	Submitted: IABBB Complaint Form Complaint Form
03/03/2023	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
03/03/2023	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
03/10/2023	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
03/10/2023	Pending consumer Response: Action taken mciotuszynski@bbbwestflorida.org
03/10/2023	Pending BBB review of rejection: Action Taken: Extranet
03/10/2023	Pending Business Response of Rejection: Action taken mciotuszynski@bbbwestflorida.org
03/20/2023	Business DID NOT respond to Consumer Rejection: Action Taken (No Letters) Threshold Application

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 161 of 242 Page 159 of 240 Page 159 of 240

03/21/2023	BBB Peer Review: Action taken mciotuszynski@bbbwestflorida.org
03/23/2023	BBB Peer Review Completed: Action taken reakins@bbbwestflorida.org
03/24/2023	Pending Clarification from Business: Manual state change mciotuszynski@bbbwestflorida.org
03/29/2023	Business DID NOT respond to clarification: Action Taken (No Letters) Threshold Application
03/29/2023	BBB Peer Review: Action taken mciotuszynski@bbbwestflorida.org
03/29/2023	Pending Management Review: Manual state change mciotuszynski@bbbwestflorida.org
03/30/2023	Admin Hold: Manual state change jzajac@bbbwestflorida.org
04/27/2023	Business Has Been Called: Manual state change mciotuszynski@bbbwestflorida.org
04/27/2023	Pending Management Review: Manual state change mciotuszynski@bbbwestflorida.org
05/11/2023	BBB Peer Review Completed: Manual state change jzajac@bbbwestflorida.org
05/12/2023	Unresolved : Action taken mciotuszynski@bbbwestflorida.org

Complaint Messages

03/10/2023 - Douglas Goodman Respond to Complaint

has been fully refunded by our company.. All that was required was performed by our customer team. For this, we received six monitoring fee payments of \$19.00 each for a total of \$114.00, which we just refunded.

Our work resulted in the client being approved by the federal government for Pay As You Earn pending the approval for Borrowers defense discharge which can can take up to 36 months for approval. Accordingly, we don't know if the customer sent in \$1000 to the federal government, but it did not come to our company.

03/10/2023 -

I do not accept the response made by the business to resolve this complaint

Complaint: 19532369

I am rejecting this response because: I STRATED THIS PROGRAM 2/15/22 I MADE MY 1ST PAYMENT OF 99.00 BACK IN 2/15 EVERY MONTH FROM FEB 22- JUNE 15. 22 OF \$500.00 AFTER THE \$500.00 WAS PAID PAYMENTS WAS MADE OF \$19.00 EACH MONTH. AND THEY ONLY REFUND ME BACK \$116.00. I'M ASKING FOR MY \$500.00 BACK PLUS THE \$19.00 THAT HAVE BEEN MAKING UNTIL I NOTIFED THE BBB. SO PLEASE CONSIDER REVIEW MY CASE AGAIN AND IF NECESSARY PLEASE LOOK INTO REFUNDING MORE OF WHAT I HAVE PAID. CAN YOU PLEASE REVIEW AND REPROCESS MY REVIEW.

Sincerely,

Zajac Attachment K, Page 20 of 50

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 163 of 242 Page 161 of 240 Page 161 of 240

USA Student Debt Relief

Case #: 19904759

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 4/6/2023 1:31:52 PM

Nature of the Complaint: Refund / Exchange Issues

Consumer's Original Complaint:

This company claimed to be working directly with the Department of Education and I fell for the SCAM, the next day after making the first payment I contacted the department of education and they informed me that they have NO relationship with the company and that I have fell in a scam. I had to change all my password, bank card and email to avoid further changes to my bank account, I've called requesting the refund of \$152.52 and nobody answers, I filled a claim with my bank and still they didn't refunded the money.

Consumer's Desired Resolution:

Refund

Complaint Timeline

04/06/2023	Submitted: IABBB Complaint Form Complaint Form
04/07/2023	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
04/07/2023	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
04/13/2023	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
04/14/2023	Pending consumer Response: Action taken mciotuszynski@bbbwestflorida.org
04/27/2023	Answered: Action Taken Threshold Application

Complaint Messages

04/13/2023 - Douglas Goodman Respond to Complaint

On 4/11/2023, the management of Start Connecting LLC made a full repayment transaction of \$152.50 to the VISA credit card #**** as a repayment in full to a start of the visit of the visit

Zajac Attachment K, Page 21 of 50

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 164 of 242 Page 162 of 240 Page 162 of 240

Puerto Rico

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 165 of 242 Page 0585 Page 163 of 240

USA Student Debt Relief

Case #: 20193718

Consumer Info:



Business Info:

USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 6/15/2023 9:00:51 PM

Nature of the Complaint: Billing or Collection Issues

Consumer's Original Complaint:

This "business" is a scam that I unfortunately fell for. My account has already been charged despite the fact that they don't yet actually have proof that I even qualify for Public Service Loan Forgiveness. Will call them back first thing in AM to ask them to reverse charge. If they don't do so in a timely manner, I will get Chase involved.

Consumer's Desired Resolution:

Refund

Complaint Timeline

06/15/2023	Submitted: IABBB Complaint Form Complaint Form
06/16/2023	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
06/16/2023	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
06/29/2023	Reminder sent to Business: Action Taken Threshold Application
06/30/2023	Pending consumer Response: Manual state change mciotuszynski@bbbwestflorida.org
06/30/2023	Close the complaint as Resolved: Action taken mciotuszynski@bbbwestflorida.org
06/30/2023	Resolved: Action taken mciotuszynski@bbbwestflorida.org

Complaint Messages

06/30/2023 -I accept the business's response to resolve this complaint

Better Business Bureau:

I'm happy to report that when Chase security got involved, I was refunded pretty quickly. However, I would fully support you if you'd like to continue to pursue this case and maybe this operation can be stopped. Your call.

Thanks!

Sincerely,



Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 167 of 242 Page 165 of 240 Page 165 of 240

USA Student Debt Relief

Case #: 20196575

Consumer Info:



Business I nfo: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 6/16/2023 1:00:20 PM

Nature of the Complaint: Contract Issues Consumer's Original Complaint:

I have been very patient with this company which I call and call and no one answers. I have been paying over 1 yr \$25 monthly and I checked with the Federal Student Aid and my balance still the exact same. I want my \$300 Immediately! This company has so many complaints in here and in other outlets that they should be out of business for this type of scams! I want all of my money back so I can pay that to the actual Federal Student Aid for my student loan! I demand someone from this company to call me back! This is so incredible that is sad. We all work so hard to pay our debt for you to make money and keep it from working people. This is a disgrace of a so called company!

Consumer's Desired Resolution:

Refund

Complaint Timeline

06/16/2023	Submitted: IABBB Complaint Form Complaint Form
06/16/2023	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
06/16/2023	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
06/29/2023	Reminder sent to Business: Action Taken Threshold Application
07/05/2023	BBB to Call Business: Action Taken (No Letters) Threshold Application
07/05/2023	Reminder sent to Business: Manual state change mciotuszynski@bbbwestflorida.org
07/10/2023	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
07/10/2023	Pending consumer Response: Action taken mciotuszynski@bbbwestflorida.org
07/10/2023	Pending Business Response: Manual state change mciotuszynski@bbbwestflorida.org

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 168 of 242 Page 166 of 240 Page 166 of 240

07/10/2023Business Responded to Complaint: Action taken
mciotuszynski@bbbwestflorida.org07/10/2023Pending consumer Response: Action taken
mciotuszynski@bbbwestflorida.org07/23/2023Answered: Action Taken
Threshold Application

Complaint Messages

07/10/2023 - Douglas Goodman Respond to Complaint

Re:

On 01/18/2022 Mr. Spoke with one of our reps in order to consolidate his student loans and enroll into Pay as You Earn. He signed the Service Agreement where all payment dates, amounts, terms and conditions as well as the cancellation policy were explained. He received the welcome email with the file number and indications on how to proceed with the documents required for the application to the Pay as You Earn.

On 01/25/2022 we received the Pay Stubs from Mr. to submit the application.

On 02/18/2022, as agreed on the service agreement, the payment of \$125.25 was processed and shortly after the application for Pay as You Earn was submitted to Great Lakes.

On 03/16/2022 The application to consolidate Mr. student loans was approved and the enrollment into Pay as You Earn Plan was also approved.

On 03/23/2023 As per Lenders Account, the client's recertification was extended until October.

There was no misleading information during the Sales Call. Our agent explained the program as established in the script and the client confirmed that it was understood. and accepted the payment plan (including the \$240 monitoring fee).

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 169 of 242 Page 167 of 240 Page 167 of 240

USA Student Debt Relief

Case #: 20288586

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 7/7/2023 3:31:13 PM

Nature of the Complaint: Repair Issues Consumer's Original Complaint: They lied and said they were from us dept of loan forgiveness. Consumer's Desired Resolution: Billing Adjustment

Complaint Timeline

07/07/2023	Submitted: IABBB Complaint Form Complaint Form
07/07/2023	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
07/07/2023	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
07/12/2023	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
07/12/2023	Pending consumer Response: Action taken mciotuszynski@bbbwestflorida.org
07/13/2023	Close the complaint as Resolved: Action Taken: Extranet
07/13/2023	Resolved: Action taken mciotuszynski@bbbwestflorida.org

Complaint Messages

07/12/2023 - Douglas Goodman

Respond to Complaint

Our Operations Manager listened to the calls with Mrs. and checked her case.

Based on his review, we believe the Case Manager, who spoke with Mrs **and the spoke**, did a good job on the enrollment call. There was no misleading information that would guide the client to believe we are part of the Department of Education or any Federal Agency. The client wasn't aware of the Forgiveness Programs and only confirmed applied to the PSLF benefit, which was explained can only be obtained if you are enrolled in a program. The Client confirmed every PV question and thanked the Case Manager for her time and patience.

Our Operations Manager tried calling Mrs. **The second** to give our apologies and confirm she met our refund policy. So a full refund was granted; Unfortunately he only got her voice mail so he sent an email explaining the situation, and will try to call back again.

07/13/2023 -

I accept the business's response to resolve this complaint

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID 20288586, and find that this resolution is satisfactory to me.

Sincerely,

Zajac Attachment K, Page 28 of 50

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 171 of 242 Page 169 of 240

USA Student Debt Relief

Case #: 20360054

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 7/22/2023 1:00:18 AM

Nature of the Complaint: Customer Service Issues

Consumer's Original Complaint:

I contacted this company for help with my student debt and ever since I spoke to whoever Valerie is , my FAFSA account password keeps getting changed . I've received multiple emails with the notifications. I do not want this company taking any of my money. My card is on file and I will press charges if any of my money is taken . I revoke all approved access to my information due to the actual student aid website saying there is no student debt relief programs currently . I have reported my bank and requested a payment block from this company. This is a scam and no one should use this fraudulent website . Valerie Griffin and whoever else is involved needs to be arrested and charged. Her information is in the photos I will provide

Consumer's Desired Resolution:

No further contact by the business

Complaint Timeline

07/22/2023	Submitted: IABBB Complaint Form Complaint Form
07/24/2023	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
07/24/2023	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
07/31/2023	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
07/31/2023	Pending consumer Response: Action taken mciotuszynski@bbbwestflorida.org
07/31/2023	Close the complaint as Resolved: Action Taken: Extranet
08/01/2023	Resolved: Action Taken Threshold Application

Complaint Messages 07/31/2023 - Douglas Goodman

Respond to Complaint

Contract Received 07/18/2023 Debited Payments: 0

Mrs. Lead was received via Google. Case Manager Valerie Griffin contacted the client, introduced the company and explained the services provided and the benefits. The Client agreed to continue with the process and check her situation in FSA. Our Case Manager managed the call in a professional way and complied with every Quality Control and Quality Assurance Requirement. The Client received and signed the Service Agreement where all payment dates, amounts, terms and conditions as well as cancellation policy are explained from her IP address and personal email. The Client was thankful and closed the call with no further questions.

There never was a cancellation letter sent to our email at info@usastudentdebtrelief.com as it clearly states in the service agreement or a call-in order to let us resolve this issue. No payments were taken from the client's registered bank account and all information has been deleted from our system.

07/31/2023 -

I accept the business's response to resolve this complaint

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID 20360054, and find that this resolution is satisfactory to me.

Sincerely,

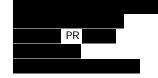
Zajac Attachment K, Page 30 of 50

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 173 of 242 Page 171 of 240 Page 171 of 240

USA Student Debt Relief

Case #: 20628605

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 9/19/2023 8:10:43 PM

Nature of the Complaint: Service Issues Consumer's Original Complaint: What they offer I can do it myself. They have my identity information Consumer's Desired Resolution: No further contact by the business

Complaint Timeline

09/19/2023	Submitted: IABBB Complaint Form Complaint Form
09/20/2023	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
09/20/2023	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
09/21/2023	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
09/21/2023	Pending consumer Response: Action taken mciotuszynski@bbbwestflorida.org
10/04/2023	Answered: Action Taken Threshold Application

Complaint Messages

09/21/2023 - Douglas Goodman

Respond to Complaint

Client came in via social media in 2020. There were many attempts to contact the client and 07/19/2023 there was a first call with a Case Manager. Client confirmed was interested in the service but expressed left his credit card at home. Our Case Manager scheduled a Callback for the same day in which they completed the process of enrollment for the application. The Call was handled in a professional manner and according to our Quality Assurance and Control Standards. All questions where answered and the client received, reviewed and signed his Service Agreement, where all payment dates, amounts, terms and conditions as well as cancellation policy are explained from the IP address and personal email. Client's Application was submitted on 07/26/2023 and approved on 09/05/2023. There never was a cancellation letter sent to our email at info@usastudentdebtrelief.com as it clearly states in the service

agreement. Today, 09/20/23 we tried to contact the client to resolve this issue, client answered an email stating he would like to cancel the agreement, delete personal information from our system and place him in our Do Not Call list. All of these requirements were met and as a gesture of good faith, and a full refund of his \$ 200.00 USD was sent.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 175 of 242 Page 173 of 240 Page 173 of 240

USA Student Debt Relief

Case #: 20694931

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 10/4/2023 7:40:17 AM

Nature of the Complaint: Refund / Exchange Issues

Consumer's Original Complaint:

On August 24th I was promised to be out of default with my student loans within 30 days. I called repeatedly every single person told me something different. One person Sally Ortego asked me to hold on that she was going to talk to her supervisor her supervisor told her that I would be out of default sometime in mid December. I called back the next day and talked to Willie Franko, he told me that I lied, nobody told me that it would be mid December. Every time I call I get a run around and nothing's done or solved. I gave them my \$100 because they told me I would be out of default within 30 days that was my promise to me. I asked him if I could have my money back. Everybody acts like they're clueless about everything.

Consumer's Desired Resolution: Refund

Complaint Timeline

10/04/2023	Submitted: IABBB Complaint Form Complaint Form
10/05/2023	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
10/05/2023	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
10/12/2023	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
10/12/2023	Pending consumer Response: Action taken mciotuszynski@bbbwestflorida.org
10/25/2023	Answered: Action Taken Threshold Application

Complaint Messages

10/12/2023 - Douglas Goodman

Respond to Complaint

We spoke with Mrs. **Constant** on Thursday and confirmed we sent the refund and cancel her agreement. Also, we explained that the default status will be lifted as soon as the consolidation process is

Zajac Attachment K, Page 33 of 50

completed. She was thankful for the call, but hung up as soon as I mentioned the complaint.

As background, we spoke with Mrs. **The service** in 08/21/2023. She received and signed the service agreement where all payment dates, amounts, terms and conditions as well as cancellation policy are explained from her IP address and personal email. Our Case Manager handled the call within our Quality Assurance and Quality Standards and fully explained the service. The Client was interested in getting out of her default status. An alternative was offered and explained in which she would see the status lifted after 30 to 60 days from her payment and application. The payment was received, and the application was made on 09/24/2023. The Client called requesting an update on 09/26, 9/29 and 10/0. In every call the initial timeframe of 30 to 60 days from her payment was explained again. The Client is still within the original timeframe that was explained and as per the information in Mrs.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 177 of 242 Page 175 of 240 Page 175 of 240

USA Student Debt Relief

Case #: 20748191

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 10/18/2023 4:31:17 PM

Nature of the Complaint: Billing or Collection Issues

Consumer's Original Complaint:

The transaction was made in June 30th/23. The case manager, Phillip Diaz, help me with the enrollment of the Student relief program, and I paid \$1.844.00. He told me my monthly payments were covered until December. 2 weeks ago, I received my statement form the real company, Mohela which has my case and they told me they never got my money. When I called the office, Jessy Garcia told me the money I had paid was a fee I agreed to pay to get the support of USA Student Debt relief, and of course that is a lie. I regret believing Mr. Philip when he told me that the company wanted to help me get the best monthly payment amount. When I spoke with Mohela I found out that I do not need representation from anyone to access government programs. I need my money back! **Consumer's Desired Resolution:**

Refund

Complaint Timeline

10/18/2023	Submitted: IABBB Complaint Form (API) Complaint Form
10/19/2023	Pending initial BBB review: Process complaint tdoornbos@bbbwestflorida.org
10/19/2023	Pending initial Business response: Action taken tdoornbos@bbbwestflorida.org
11/01/2023	Reminder sent to Business: Action Taken Threshold Application
11/01/2023	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
11/02/2023	Pending consumer Response: Action taken tdoornbos@bbbwestflorida.org
11/15/2023	Answered: Action Taken Threshold Application

Complaint Messages

11/01/2023 - Douglas Goodman Respond to Complaint We spoke with Mrs. **Sector** on Friday Oct 20 to understand her claims and manage her cancelation. We heard all of Mrs. **Sector** concerns and complaints about her file. We explained the service we provide and that, because of our application and follow up, she is now enrolled in an Income Driven Repayment program as was stipulated by her Case Manager and signed in the Service Agreement where all payment dates, amounts, terms and conditions as well as cancellation policy are explained from her IP address and personal email. Also, we reconfirmed to Mrs. **Sector** that in the Follow Up call on 06/21/2023, we confirmed that we are not the Department of Education or any Federal Agency and that our service is to collect and submit the documentation and follow up to the program approval. We confirmed Mrs. **The refund was sent on 10/26/2023**, Mrs. **Sector** already confirmed receiving two of the six payments refunded.

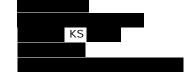
Our Case Manager handled the call within our Quality Assurance and Quality Standards, explained the service and answered all of the client's questions. The Client contacted us interested in the Forgiveness Programs and benefits. Our Case Manager explained the Income Driven Repayment programs, the Public Server benefit and the One Time Adjustment that will result. The application was sent and approved. As a result of Mrs.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 179 of 242 Page 177 of 240 Page 177 of 240

USA Student Debt Relief

Case #: 21011895

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 12/15/2023 10:47:09 AM

Nature of the Complaint: Customer Service Issues

Consumer's Original Complaint:

This company is falsely claiming that they will resolve student debt relief. Their employees/reps have you sign documents to look as if what they are saying is legit when in reality it's a scam. Found that any money us students pay in to this company is not reflected on our tuition owed.

Consumer's Desired Resolution:

No further contact by the business

Complaint Timeline

I I I I I I I I I I I I I I I I I I I	
12/15/2023	Submitted: IABBB Complaint Form (API) Complaint Form
12/15/2023	Pending initial BBB review: Process complaint reakins@bbbwestflorida.org
12/15/2023	Pending initial Business response: Action taken reakins@bbbwestflorida.org
12/20/2023	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
12/20/2023	Pending consumer Response: Action taken jzajac@bbbwestflorida.org
12/21/2023	Pending BBB review of rejection: Action Taken: Extranet
12/21/2023	Unsubscribe: Email requested no additional updates
12/21/2023	Pending Business Response of Rejection: Action taken jzajac@bbbwestflorida.org
12/21/2023	Pending consumer Response: Manual state change mciotuszynski@bbbwestflorida.org
12/21/2023	Close the complaint as Resolved: Action taken mciotuszynski@bbbwestflorida.org
12/21/2023	Resolved: Action taken mciotuszynski@bbbwestflorida.org

Complaint Messages

12/20/2023 - Douglas Goodman

Respond to Complaint

Mr. **We wountarily left his contact information by filling out one of our online forms.** Case Manager contacted him and followed all our internal Quality Control and Assurance protocols; all programs and services where explained and agreed. Mr. **We we were applied to a service agreement where all payment dates**, amounts, terms and conditions as well as cancellation policy are explained from his IP address and personal email. The fees were explained in detail, reconfirming our service to consolidate the loans, enroll into the program and to submit the application, as well as a monthly monitoring fee to recertify the application and keep it in good standing for the whole term of the program. There was never a mention of us being the Department of Education or any other Federal Agency, neither of the quoted payments going toward his student loans. There never was a cancellation letter sent to our email as it clearly states in the service agreement or a call-in order to let us resolve this issue. No charge was made to Mr. **We way ment method**. File has already been canceled, personal information deleted and placed into our internal Do Not Call List.

12/21/2023 -

I do not accept the response made by the business to resolve this complaint

Complaint: 21011895

I am rejecting this response because:

This U.S.A. Student Debt Relief said in the name student debt relief. They first off contacted me saying they had received my number when I filled out and an application on Mohela.com for a payment restructure to my student loan payment. They Stated they could relieve my loans of 10,644 and I would pay 2,421. Valerie Griffin under file# E146402 stated they would inform mohela. So what they are stating is false and I would like them to cancel anything they have pinned to my name because they are offering a service that frankly isn't true.

Sincerely,

12/21/2023 - I accept the business's response to resolve this complaint

Better Business Bureau:

In regards to case #21011895 I will no longer need it open as I found that the business stated they closed/cancelled any payment charges on the account they HAD for me.

Sincerely,

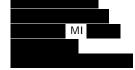
Zajac Attachment K, Page 39 of 50

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 182 of 242 Page 180 of 240 Page 180 of 240

USA Student Debt Relief

Case #: 21086668

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 1/2/2024 5:44:24 PM

Nature of the Complaint: Advertising Issues Consumer's Original Complaint:

i was contacted around september 19th 2023 about student loan debt relief and they had me send in check stubs to get me into a income based payment plan and they had me start making payments to them on september 21 2023 and the payment amount was 125.20 and was for 4 payments of the 125.20 and then 19.00 a month for 120 mouths at witch time the balance would be forgiven but i keep receiving bills from the department of education wanting my payments and they have no records of them using this company for any kind of programs

Consumer's Desired Resolution:

Refund

Complaint Timeline

01/02/2024	Submitted: IABBB Complaint Form (API) Complaint Form
01/03/2024	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
01/03/2024	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
01/16/2024	Reminder sent to Business: Action Taken Threshold Application
01/19/2024	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
01/22/2024	Pending consumer Response: Action taken jzajac@bbbwestflorida.org
01/22/2024	Pending BBB review of rejection: Action Taken: Extranet
01/22/2024	Pending Business Response of Rejection: Action taken jzajac@bbbwestflorida.org
02/01/2024	Business DID NOT respond to Consumer Rejection: Action Taken (No Letters) Threshold Application
02/02/2024	BBB Peer Review: Action taken

Zajac Attachment K, Page 40 of 50

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 183 of 242 Page 181 of 240 Page 181 of 240

mciotuszynski@bbbwestflorida.org

02/05/2024	BBB Peer Review Completed: Action taken eoglesby@bbbwestflorida.org
02/09/2024	Pending Clarification from Business: Manual state change mciotuszynski@bbbwestflorida.org
02/14/2024	Business DID NOT respond to clarification: Action Taken (No Letters) Threshold Application
02/16/2024	Pending Management Review: Manual state change mciotuszynski@bbbwestflorida.org
02/26/2024	BBB Peer Review Completed: Manual state change jzajac@bbbwestflorida.org
02/26/2024	Unresolved : Action taken jzajac@bbbwestflorida.org

Complaint Messages

01/19/2024 - Douglas Goodman

Respond to Complaint

We had a very productive talk with Mr. **Exercise** in early January, his main concern are the communications from his Lender and that he lost his job.

I told him that we have proof that his application was sent since September, that we have been following up and, that since his complaint, our processing leader is personally handling his case. He will update his application with the unemployment information, which will assure him a \$ 0.00 payment towards his loans. Also, that we will not charge him until he has a job again. He was thankful and agreed to have another call once we have documentation to support what I explained.

01/22/2024 -

I do not accept the response made by the business to resolve this complaint

Complaint: 21086668

I am rejecting this response because: i told you i wanted a refund but you keep ignoring my request Sincerely,

Zajac Attachment K, Page 41 of 50

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 184 of 242 Page 182 of 240 Page 182 of 240

USA Student Debt Relief

Case #: 21093778

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 1/3/2024 6:36:33 PM

Nature of the Complaint: Advertising Issues

Consumer's Original Complaint:

I been enrolled in a company named student debt relief since January/2023 I paid them about 800\$ to lower my student loans Witch they never did for me from my understanding that company USA student debt relief is a fraud everything that they promised me it never happened and they still charge my card today January/2024 it's so sad I have to call my banks

Consumer's Desired Resolution:

Refund; Refund

Complaint Timeline

01/03/2024	Submitted: IABBB Complaint Form (API) Complaint Form
01/05/2024	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
01/05/2024	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
01/05/2024	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
01/08/2024	Pending consumer Response: Action taken jzajac@bbbwestflorida.org
01/08/2024	Close the complaint as Resolved: Action Taken: Extranet
01/09/2024	Resolved: Action Taken Threshold Application
01/19/2024	Pending consumer Response: Manual state change mciotuszynski@bbbwestflorida.org
01/19/2024	Pending BBB review of rejection: Action taken mciotuszynski@bbbwestflorida.org
01/19/2024	Pending Business Response of Rejection: Action taken mciotuszynski@bbbwestflorida.org

01/26/2024	Business responded to rejection: Action Taken: Extranet doug@start-connecting.com
01/28/2024	Pending consumer response to rejection: Action taken jzajac@bbbwestflorida.org
02/07/2024	Answered: Action Taken Threshold Application

Complaint Messages

01/05/2024 - Douglas Goodman Respond to Complaint

Our General Manager at our call center just had a very productive talk with Mr. **Control**. Mr. **Mathematical States and Control** main concerns are the communications with his Lender and that he lost his job. I told him that we have proof that his application was sent since September, that we have been following up and, that since his complaint, our processing leader is personally handling his case and will update his application with the unemployment information. This will assure him a \$ 0.00 payment towards his loans. Also, that we will not charge him until he has a job again.

Mr, was very thankful and agreed to have another call once we have documentation to support what I explained. We will be sure to follow up with him and keep the BBB updated.

01/08/2024 - I accept the business's response to resolve this complaint

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID 21093778, and find that this resolution is satisfactory to me.

Sincerely,

01/19/2024 -

I do not accept the response made by the business to resolve this complaint

Complaint: 21093778

Zajac Attachment K, Page 43 of 50

I am rejecting this response because:

Hi I made a complaint against USA student debt relief and I'm just kind of confused on my complaint I'm looking forward to getting a refund from that company Sent from my iPhone

Sincerely,

01/26/2024 - Douglas Goodman

Respond to Complaint

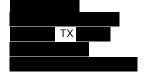
Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards by one of our Case Managers. Mrs. Control Standards policy are explained from her IP address and personal email. There was never a mention of Loans having a reduction as a result of the payments, only the benefits obtained by completing the program. The Application was made on 02/14/2023 and Approved on 04/04/2023 for a \$ 0.00 monthly payment toward her student loans until 04/09/2024. The client was informed. Mrs. Contacted us and requested to cancel on 01/04/2024. The File was immediately canceled, payment plan finalized and personal information deleted. The Clients' last registered payment toward us was on 12/22/2023. The Client does not comply with our refund Policy as explained in our Service Agreement.

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 187 of 242 Page 185 of 240 Page 185 of 240

USA Student Debt Relief

Case #: 21173895

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 1/20/2024 12:58:42 PM

Nature of the Complaint: Contract Issues Consumer's Original Complaint:

I have been with this company for a few years now and I can't talk to a person one on one to address issues with my file. I'm now paying my monthly loan...not through them for the date specified but with the loan provider and even though they have done NOTHING for me or will even talk to me, they take my money each month out of my account. I've tried to block them and they have gotten around that. I paid them even through Covid when payments had been halted.

Consumer's Desired Resolution:

Contact by the business

Complaint Timeline

01/20/2024	Submitted: IABBB Complaint Form (API) Complaint Form
01/22/2024	Pending initial BBB review: Process complaint mciotuszynski@bbbwestflorida.org
01/22/2024	Pending initial Business response: Action taken mciotuszynski@bbbwestflorida.org
01/22/2024	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
01/22/2024	Pending consumer Response: Action taken jzajac@bbbwestflorida.org
01/22/2024	Close the complaint as Resolved: Action Taken: Extranet
01/22/2024	Resolved: Action Taken Threshold Application

Complaint Messages

01/22/2024 - Douglas Goodman

Respond to Complaint

We have not been able to resolve this issue or connect with Ms and a . The phone number provided by Ms and in this dispute is missing a digit. Additionally, we don't have

any record of Ms being a customer of our company -- USA Student Debt Relief. All of our

Zajac Attachment K, Page 45 of 50

customers have an assigned identification number. If she can provide her id number, that will enable us to review all transactions and connect with her.to resolve this matter.

01/22/2024 - I accept the business's response to resolve this complaint

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID 21173895, and find that this resolution is satisfactory to me for now. I will make sure that it is the correct business and not just a similar and refile when I have it.

Sincerely,

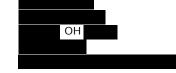
Zajac Attachment K, Page 46 of 50

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 189 of 242 Page 187 of 240 Page 187 of 240

USA Student Debt Relief

Case #: 21206557

Consumer Info:



Business Info: USA Student Debt Relief 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 1/26/2024 8:17:32 PM

Nature of the Complaint: Service Issues Consumer's Original Complaint:

USA Student Debt Relief uses trickery to access your federal Student account to see your outstanding Student loan debts. When you apply for their help they already have your email and if it's the same as your studentaid.gov account they trick you into giving them your password. They don't tell you they are accessing your personal studentaid.gov account but say you have received an email from us and we need the confirmation code. The email comes from studentaid.gov so it seems as if they're the government but they are simply breaking into your personal account to see personal information. It is illegal to access another person's account without their consent as the disclaimer states this every time you sign in. Once in your account, they check your debt and tell you to hang on for a minute. In that time, they sign you up for the CARE PLAN which is a government offer and they tell you they can forgive X amount of dollars. They then try to get your debit card information to have you pay them to pay your loans. I was smart enough to not give my personal card info to them but it easily could have happened. Please shut this company down as they are preying on people daily with advertisements everywhere on Google when trying to search for information regarding the real government relief. It's disturbing and sickening what they are doing for profit. Thank you. Call me or email if you need any further details. **Consumer's Desired Resolution:**

Modification/discontinuance of an advertised claim

Complaint Timeline

01/26/2024	Submitted: IABBB Complaint Form (API) Complaint Form
01/28/2024	Pending initial BBB review: Process complaint jzajac@bbbwestflorida.org
01/28/2024	Pending initial Business response: Action taken jzajac@bbbwestflorida.org
02/05/2024	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
02/05/2024	Pending consumer Response: Action taken jzajac@bbbwestflorida.org
02/18/2024	Answered: Action Taken

Threshold Application

Complaint Messages

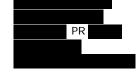
02/05/2024 - Douglas Goodman Respond to Complaint

The client agreed voluntarily to every step of the process, and no misinformation was given. Our Case Manager confirmed twice we are not the government and that the payment was for our services, not towards the loans, Given that he requested a callback, the payment plan was never activated and no application nor change was made to his FSA account... we only use it to consult.

Start Connecting LLC

Case #: 21309079

Consumer Info:



Business Info: Start Connecting LLC 1412 Pine Bay Dr Sarasota, FL 34231 9415877966

Date Filed: 2/17/2024 6:40:28 PM

Nature of the Complaint: Service Issues Consumer's Original Complaint:

This agency assure me that they will get pardon on my student loans, wich I discover its a lie. I have receive emails from my student lon borrower telling me that I,m behind payments. But Ive been paying this company (Studentdebtrelief) since January 27, 2021 so they can help me get forgiveness on my loans. They tosd me that I would have to make 5 payments of \$112.50 after that it was \$29.00 a month. And my student loan will be forgiven after 10 years of paying them \$29.00 a month because I,m a public service and I,m a member of the US ARMY. I don't have receipt but I can get the bank statements from my bank if they are needed. And I have a contract but it doesn't have the fisrt time that Sign it. Althought I didn't fill the contract they did it for me And they just told me to sign it.

Consumer's Desired Resolution:

Refund

Complaint Timeline

02/17/2024	Submitted: IABBB Complaint Form (API) Complaint Form
02/20/2024	Pending initial BBB review: Process complaint tdoornbos@bbbwestflorida.org
02/20/2024	Pending initial Business response: Action taken tdoornbos@bbbwestflorida.org
02/23/2024	Business Responded to Complaint: Action Taken: Extranet doug@start-connecting.com
02/26/2024	Pending consumer Response: Action taken mciotuszynski@bbbwestflorida.org
03/10/2024	Answered: Action Taken Threshold Application

Complaint Messages

02/23/2024 - Douglas Goodman Respond to Complaint

As you will see, there was nothing wrong with how the application was handled. Our processing leader

reconfirmed her Public Service Loan Forgiveness application has been submitted correctly and her program is current. We have been trying to reach the client via telephone, we will keep trying to reach her so we can explain her current situation and the benefits to come.

Mrs. was contacted by one of our Case Managers on 01/13/2021; the agent followed all Quality Assurance and Control standards and explained all services and program requirements. The service agreement, where all payment dates, amounts, terms, and conditions (as well as cancellation and refund policy) was explained, completed, and signed. A copy with all the information was sent through email and, during the call, was confirmed to be received. The client sent the required documentation, application was sent and approved on 04/07/2021 to an Income-Driven Repayment plan as was explained by the Case Manager. The program was monitored and recertification notices were sent on 09/07/2022 and 09/05/2023, confirming to the client that is still enrolled in the program with her next recertification due date on 04/07/2024. On 07/26/2023 we spoke with Mrs. contact and payment information was updated and the continuity of the program was confirmed. The requirements for the Public Service Loan Forgiveness application were discussed and explained. We received supporting documents for program recertification on 10/04/2023, multiple customer service calls were made to resolve customer issues and on 01/03/2024 an email was sent reconfirming the services provided. The client confirmed the continuity of the agreement and approved pending payments. The application for the Public Service Loan Forgiveness application was received, completed, and submitted.

There was never a mention of a "pardon"; the explanation and the requirement to complete the duration of the program were fully explained and confirmed understood by the client on the enrollment and customer service calls. The client is in current status and the recertification process is not past due. Copies of the service agreement were sent by email after the signature was completed, client certified during the call that received the final document. Information in the Service Agreement was provided and confirmed by Mrs. **Content** during the telephone contact and sent via email, after the client's review and approval, the Service Agreement was signed and a copy was sent. Understanding Mrs. **Concerns**, we have suspended her payment plan with us, but we will keep following up her application so all obtained benefits are maintained until we resolve all issues

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 193 of 242 PageID 613

PX14 Page 191 of 240

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	Find businesses, charities, category Near Santa Monica, CA X 🗾 US 🗸 Search
	Home > Elorida > Sarasota > Student Loan Services > USA Student Debt Relief > Complaints Share Print Not BBB USA Student Debt Relief Student Loan Services View Business profile > Student Loan Services View Business profile > View Business profile >
	Need to file a complaint? BBB is here to help. We'll guide you through the process. File a Complaint BBB Rating & Accreditation D- THIS BUSINESS IS NOT BBB ACCREDITED Filter by All complaint statuses All complaint types
	Showing all complaints Sort Most Recent Most Recent Customer Reviews are not used in the calculation of BBB Rating Complaint Type: Problems with Product/Service Status: Answered Status: Answered Reasons for BBB Rating
	This agency assure me that they will get pardon on my student loans, wich I discover its a lie. I have receive emails from my student ************************************
URL	Business response 02/23/2024 As you will see, there was nothing wrong with how the application was

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 194 of 242 PageID 614

Business response 02/23/2024

As you will see, there was nothing wrong with how the application was handled. Our processing leader reconfirmed her ******************** Loan Forgiveness application has been submitted correctly and her program is current. We have been trying to reach the client via telephone, we will keep trying to reach her so we can explain her current situation and the benefits to come.

******************************* was contacted by one of our Case Managers on 01/13/2021; services and program requirements. The service agreement, where all payment dates, amounts, terms, and conditions (as well as cancellation and refund policy) was explained, completed, and signed. A copy with all the information was sent through email and, during the call, was confirmed to be received. The client sent the required documentation, application was sent and approved on 04/07/2021 to an Income-Driven Repayment plan as was explained by the Case Manager. The program was monitored and recertification notices were sent on 09/07/2022 and 09/05/2023, confirming to the client that is still enrolled in the program with her next recertification contact and payment information was updated and the continuity of the program was confirmed. The requirements for the ****************** Loan Forgiveness application were discussed and explained. We received supporting documents for program recertification on 10/04/2023. multiple customer service calls were made to resolve customer issues and on 01/03/2024 an email was sent reconfirming the services provided. The client confirmed the continuity of the agreement and approved pending payments. The application for the ************************** Loan Forgiveness application was received, completed, and submitted.

plan with us, but we will keep following up her application so all obtained benefits are maintained until we resolve all issues

Contact Information

 1412 Pine Bay Dr Sarasota, FL 34231-3535 Get Directions

S Visit Website

(<u>941)</u> 587-7966

Customer Complaints Summary

23 total complaints in the last 3 years.

15 complaints closed in the last 12 months.

URL

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 195 of 242 PageID 615

Understanding *********************** concerns, we have suspended her payment plan with us, but we will keep following up her application so all obtained benefits are maintained until we resolve all issues

Initial Complaint 01/28/2024

Complaint Type: Problems with Product/Service Status: Answered 3

USA Student Debt Relief uses trickery to access your federal Student account to see your outstanding Student loan debts. When you apply for their help they already have your email and if it's the same as your studentaid gov account they trick you into giving them your password. They don't tell you they are accessing your personal studentaid.gov account but say you have received an email from us and we need the confirmation code. The email comes from studentaid.gov so it seems as if they're the government but they are simply breaking into your personal account to see personal information. It is illegal to access another person's account without their consent as the disclaimer states this every time you sign in. Once in your account, they check your debt and tell you to hang on for a minute. In that time, they sign you up for the CARE PLAN which is a government offer and they tell you they can forgive X amount of dollars. They then try to get your debit card information to have you pay them to pay your loans. I was smart enough to not give my personal card info to them but it easily could have happened. Please shut this company down as they are preying on ******* with advertisements everywhere on ****** when trying to search for information regarding the real government relief. It's disturbing and sickening what they are doing for profit. Thank you. Call me or email if you need any further details.

Business response 02/05/2024

The client agreed voluntarily to every step of the process, and no misinformation was given. Our Case Manager confirmed twice we are not the government and that the payment was for our services, not towards the loans. Given that he requested a callback, the payment plan was never activated and no application nor change was made to his FSA account... we only use it to consult.

Initial Complaint 01/22/2024

0

Complaint Type: Problems with Product/Service Status: Resolved 3

I have been with this company for a few years now and I cant talk to a person one on one to address issues with my file. Im now paying my monthly loannot through them for the date specified but with the loan provider and even though they have done NOTHING for me or will even talk to me, they take my money each month out of my account. *** tried to block them and they have gotten around that. I paid them even through Covid when payments had been halted.

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/complaints

Tue Mar 26 2024 12:41:00 GMT-0400 (Eastern Daylight Time)

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 196 of 242 PageID 616

PX14 Page 194 of 240

I have been with this company for a few years now and I cant talk to a person one on one to address issues with my file. Im now paying my monthly loannot through them for the date specified but with the loan provider and even though they have done NOTHING for me or will even talk to me, they take my money each month out of my account. *** tried to block them and they have gotten around that. I paid them even through Covid when payments had been halted.

Business response 01/22/2024

provide her id number, that will enable us to review all transactions and connect with her to resolve this matter.

Customer response 01/22/2024

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID *******; and find that this resolution is satisfactory to me for now. I will make sure that it is the correct business and not just a similar and refile when I have it.

Sincerely,

Initial Complaint 01/05/2024

Complaint Type: Advertising/Sales Issues Status: Answered 😨

I been enrolled in a company named student debt relief since January/2023 I paid them about 800\$ to lower my student loans Witch they never did for me from my understanding that company USA student debt relief is a fraud everything that they promised me it never happened and they still charge my card today January/2024 its so sad I have to call my banks

Business response 01/05/2024

> Our General Manager at our call center just had a very productive talk with main concerns are the communications with his Lender and that he lost his job.

URL

Business response 01/05/2024

Our General Manager at our call center just had a very productive talk with

communications with his Lender and that he lost his job. I told him that we have proof that his application was sent since September, that we have been following up and, that since his complaint, our processing leader is personally handling his case and will update his application with the unemployment information. This will assure him a \$ **** payment towards his loans. Also, that we will not charge him until he has a job again. Mr, ******** was very thankful and agreed to have another call once we have documentation to support what I explained. We will be sure to follow up with him and keep the BBB updated



Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID $^{\rm sexteense}$ and find that this resolution is satisfactory to me.

Sincerely,

Customer response 01/19/2024

Complaint: 21093778

I am rejecting this response because: Hi I made a complaint against USA student debt relief and Im just kind of confused on my complaint Im looking forward to getting a refund from that company Sent from my iPhone

Sincerely,

Business response 01/26/2024

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/complaints

Tue Mar 26 2024 12:41:00 GMT-0400 (Eastern Daylight Time)

PX14 Page 196 of 240

01/26/2024

Initial Complaint 01/03/2024

Complaint Type: Advertising/Sales Issues Status: Unresolved 3

i was contacted around september 19th 2023 about student loan debt relief and they had me send in check stubs to get me into a income based payment plan and they had me start making payments to them on september 21 2023 and the payment amount was ***** and was for 4 payments of the ***** and then ***** a month for 120 mouths at witch time the balance would be forgiven but i keep receiving bills from the department of education wanting my payments and they have no records of them using this company for any kind of programs

Business response 01/19/2024

I told him that we have proof that his application was sent since September, that we have been following up and, that since his complaint, our processing leader is personally handling his case. He will update his application with the unemployment information, which will assure him a \$ **** payment towards his loans. Also, that we will not charge him until he has a job again.He was thankful and agreed to have another call once we have documentation to support what Lexplained.



Complaint: 21086668

I am rejecting this response because: i told you i wanted a refund but you keep ignoring my request

URL

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 199 of 242 PageID 619

2	01/22/2024	
	Complaint: 21086668	

I am rejecting this response because: i told you i wanted a refund but you keep ignoring my request Sincerely.

Initial Complaint

Complaint Type: Problems with Product/Service Status: Resolved 3

This company is falsely claiming that they will resolve student debt relief. Their employees/reps have you sign documents to look as if what they are saying is legit when in reality its a scam. Found that any money us students pay in to this company is not reflected on our tuition owed.

Business response 12/20/2023

*********** voluntarily left his contact information by filling out one of our online forms. Case Manager contacted him and followed all our internal Quality Control and Assurance protocols; all programs and services where payment dates, amounts, terms and conditions as well as cancellation policy are explained from his IP address and personal email. The fees were explained in detail, reconfirming our service to consolidate the loans, enroll into the program and to submit the application, as well as a monthly. monitoring fee to recertify the application and keep it in good standing for the whole term of the program. There was never a mention of us being the ********** of ******** or any other ************ neither of the quoted payments going toward his student loans. There never was a cancellation letter sent to our email as it clearly states in the service agreement or a call-in order to let File has already been canceled, personal information deleted and placed into our internal Do Not Call List.

Customer response 12/21/2023

Complaint: 21011895

I am rejecting this response because:

This U.S.A. Student Debt Relief said in the name student debt relief. They first off contacted me saying they had received my number when I filled out and an application on Mohela.com for a payment restructure to my student loan payment. They Stated they could relieve my loans of ****** and I would pay

URL

PX14 Page 198 of 240

Complaint: 21011895

I am rejecting this response because:

Customer response 12/21/2023

Better Business Bureau:

Sincerely,

Initial Complaint 10/05/2023 Complaint Type: Problems with Product/Service Status: Answered 3

Business response 10/12/2023

URL

Business response 10/12/2023

Initial Complaint

-

Complaint Type: Problems with Product/Service Status: Answered ?

What they offer I can do it myself. They have my identity information

Business response 09/21/2023

Client came in via social media in 2020. There were many attempts to contact. the client and 07/19/2023 there was a first call with a Case Manager. Client confirmed was interested in the service but expressed left his credit card at home. Our Case Manager scheduled a Callback for the same day in which they completed the process of enrollment for the application. The Call was Control Standards. All questions where answered and the client received, reviewed and signed his Service Agreement, where all payment dates, amounts, terms and conditions as well as cancellation policy are explained from the ** address and personal email. Client's Application was submitted on 07/26/2023 and approved on 09/05/2023. There never was a cancellation service agreement. Today, 09/20/23 we tried to contact the client to resolve this issue, client answered an email stating he would like to cancel the agreement, delete personal information from our system and place him in our Do Not Call list, All of these requirements were met and as a gesture of good faith, and a full refund of his \$ ****** USD was sent.

URL

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 202 of 242 PageID 622

this issue, client answered an email stating he would like to cancel the agreement, delete personal information from our system and place him in our Do Not Call list. All of these requirements were met and as a gesture of good faith, and a full refund of his \$ ***** USD was sent.

Initial Complaint 07/24/2023

Complaint Type: Problems with Product/Service Status: Resolved 3

I contacted this company for help with my student debt and ever since I spoke to whoever ******* is , my FAFSA account password keeps getting changed . Ive received multiple emails with the notifications. I do not want this company taking any of my money. My card is on file and I will press charges if any of my money is taken . I revoke all approved access to my information due to the actual student aid website saying there is no student debt relief programs currently . I have reported my bank and requested a payment block from this company. This is a scam and no one should use this fraudulent website .

Business response 07/31/2023

> Contract Received 07/18/2023 Debited Payments: 0

call-in order to let us resolve this issue. No payments were taken from the clients registered bank account and all information has been deleted from our system.

Customer response 07/31/2023

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID *******, and find that this resolution is satisfactory to me.

Sincerely.

URL

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 203 of 242 PageID 623

PX14 Page 201 of 240

	ID ********, and find that this resolution	by the business in reference to complaint n is satisfactory to me.	
	Sincerely,		
nitial Co	mplaint Cor	nplaint Type: Problems with Product/Service	
7/07/20		tus: Resolved 🕄	
hey lied	I and said they were from ** **** of loan	forgiveness.	
-	Business response 07/12/2023		
	Our Operations Manager listened to the calls with ************************************		
	Based on his review, we believe the Case Manager, who spoke with ***********, did a good job on the enrollment call. There was no misleading information that would guide the client to believe we are part of the ********* of *************************		
	Forgiveness Programs and only conf was explained can only be obtained	irmed applied to the **** benefit, which	
	Our Operations Manager tried calling ************************************		
-	Customer response 07/13/2023		
	Better Business Bureau:		
	I have reviewed the response made ID ********, and find that this resolution	by the business in reference to complaint i is satisfactory to me.	
	Sincerely,		

URL

Timestamp

Tue Mar 26 2024 12:41:00 GMT-0400 (Eastern Daylight Time)

PX14 Page 202 of 240

1 2 3 Next Last

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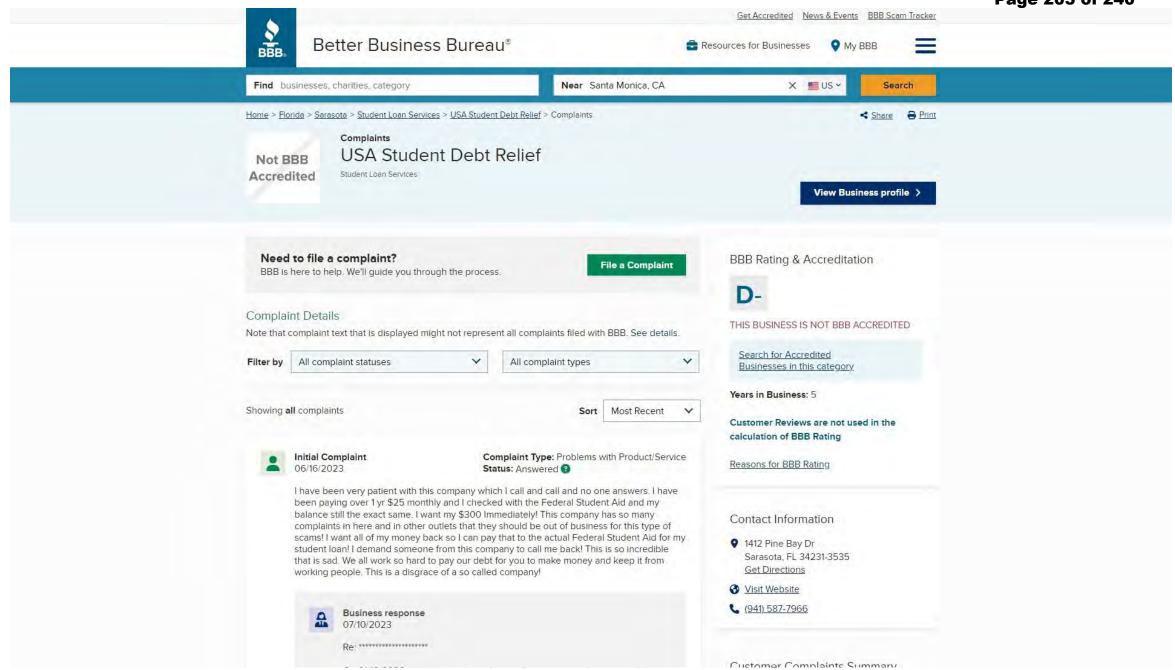
https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/complaints

Timestamp

Tue Mar 26 2024 12:41:00 GMT-0400 (Eastern Daylight Time)

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 205 of 242 PageID 625

PX14 Page 203 of 240



URL

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 206 of 242 PageID 626

been paying over 1 yr \$25 monthly and I checked with the Federal Student Aid and my balance still the exact same. I want my \$300 Immediately! This company has so many complaints in here and in other outlets that they should be out of business for this type of scams! I want all of my money back so I can pay that to the actual Federal Student Aid for my student loan! I demand someone from this company to call me back! This is so incredible that is sad. We all work so hard to pay our debt for you to make money and keep it from working people. This is a disgrace of a so called company!

Business response 07/10/2023

Re: ***********************

On 01/25/2022 we received the Pay Stubs from ********** to submit the application.

On 02/18/2022, as agreed on the service agreement, the payment of \$125.25 was processed and shortly after the application for Pay as You Earn was submitted to ***********

On 03/16/2022 The application to consolidate ************* student loans was approved and the enrollment into Pay as You Earn Plan was also approved. On 03/23/2023 As per Lenders Account, the clients recertification was extended until October.

There was no misleading information during the Sales Call. Our agent explained the program as established in the script and the client confirmed that it was understood.and accepted the payment plan (including the \$240 monitoring fee).



Complaint Type: Billing/Collection Issues Status: Resolved 3

This business is a scam that I unfortunately fell for. My account has already been charged despite the fact that they dont yet actually have proof that I even qualify for ************ Loan Forgiveness. Will call them back first thing in AM to ask them to reverse charge. If they dont do so in a timely manner, I will get Chase involved.



Better Business Bureau:

Im happy to report that when Chase security got involved, I was refunded pretty quickly. However, I would fully support you if youd like to continue to

1412 Pine Bay Dr Sarasota, FL 34231-3535. <u>Get Directions</u> <u>Visit Website</u> (941) 587-7966

Contact Information

Customer Complaints Summary

23 total complaints in the last 3 years.

15 complaints closed in the last 12 months.

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/complaints?page=2

Tue Mar 26 2024 12:41:49 GMT-0400 (Eastern Daylight Time)

Better Business Bureau: Im happy to report that when Chase security got involved, I was refunded pretty quickly. However, I would fully support you if youd like to continue to pursue this case and maybe this operation can be stopped. Your call, Thanks!

06/30/2023

Sincerely,

Initial Complaint 04/07/2023

Complaint Type: Problems with Product/Service Status: Answered ?

Business response 04/13/2023



Complaint Type: Billing/Collection Issues Status: Unresolved 3

⁴⁴⁶ Student Loan Debt relief scam me out of \$1000.00 for them to resolve my student loans. I made monthly payments over the 6 month and also they are taking \$19.00 out of check each month that was suppose to be going toward my student loans. A long time ago I did apply for the student loan forgive program. At the time I did not know any better. I'm asking that you please review the false ⁴⁴ Debt program and put a hold on them of scamming other out of the money. This is so shameful that I got scam with Student Loan Release when this was no charge. When I tried to call and dispute they told me that fee is for them to file for the forgiveness program and also the \$19.. is going toward the student debt and nothing has been going toward the debt. Can you please look into this and refund back some of my money what I paid.

URL

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 208 of 242 PageID 628

PX14 Page 206 of 240

that you please review the false ³⁺ Debt program and put a hold on them of scanning other out of the money. This is so shameful that I got scan with Student Loan Release when this was no charge. When I tried to call and dispute they told me that fee is for them to file for the forgiveness program and also the \$19. is going toward the student debt and nothing has been going toward the debt. Can you please look into this and refund back some of my money what I paid.

Business response 03/10/2023

was required was performed by our customer team. For this, we received six monitoring fee payments of \$19.00 each for a total of \$114.00, which we just refunded.

Our work resulted in the client being approved by the federal government for Pay As You Earn pending the approval for Borrowers defense discharge which can can take up to 36 months for approval. Accordingly, we don't know if the customer sent in \$1000 to the federal government, but it did not come to our company.

Customer response 03/10/2023

Complaint: 19532369

I am rejecting this response because: I STRATED THIS PROGRAM 2/15/22 I MADE MY 15T PAYMENT OF ***** BACK IN 2/15 EVERY MONTH FROM FEB 22- JUNE 15. 22 OF \$500.00 AFTER THE \$500.00 WAS PAID PAYMENTS WAS MADE OF \$19.00 EACH MONTH. AND THEY ONLY REFUND ME BACK \$116.00. I'M ASKING FOR MY \$500.00 BACK PLUS THE \$19.00 THAT HAVE BEEN MAKING UNTIL I NOTIFED THE BBB. SO PLEASE CONSIDER REVIEW MY CASE AGAIN AND IF NECESSARY PLEASE LOOK INTO REFUNDING MORE OF WHAT I HAVE PAID. CAN YOU PLEASE REVIEW AND REPROCESS MY REVIEW.

Sincerely,

Initial Complaint 01/03/2023 Complaint Type: Problems with Product/Service Status: Answered 3

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/complaints?page=2

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 209 of 242 PageID 629

01/03/2023

Status: Answered 🔮

Business response 01/05/2023

Good afternoon.

We do apologize if the person called within the holidays since we are off from Dec 23rd to Jan 3rd 2023. We have granted this person a full refund, screenshots will be attached. We do not intend to take advantage of any person much less charge a dissadisfied consumer for a service they did not receive. Cordially,

Initial Complaint 01/03/2023

Complaint Type: Billing/Collection Issues Status: Answered 3

Business response 01/05/2023

Good afternoon,

After reviewing this case the client signed a service agreement where payment dates, amounts as well as automatic drafts are explained. We do not wish to do any wrong business with any clients therefore she has been granted a full refund for \$100.00. Screenshot is attached.

Cordially,

Initial Complaint

Complaint Type: Problems with Product/Service Status: Answered (?)

URL

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Timestamp

Tue Mar 26 2024 12:41:49 GMT-0400 (Eastern Daylight Time)

Zajac Attachment L, Page 17 of 27

Initial Complaint 10/19/2022

Complaint Type: Problems with Product/Service Status: Answered 3

This is fake business. I provided information regarding my bank account, social security number, and submitted pay stubs. \$152.25 was taken from my bank account. The man I spoke with is calling himself

Business response 10/19/2022

Customer response 10/19/2022

Complaint: 18244261

I am rejecting this response because: I have not received any document or confirmation regarding the document I signed. I appreciate the refund greatly and the timely response. I would like a confirmation that the contract has been cancelled. I do not want my loans consolidated or to be put in any payment plan.

Sincerely,

Initial Complaint 06/14/2022 Complaint Type: Problems with Product/Service Status: Answered 3

My number is listed on the DNC, yet this company has called to solicit their services in violation of the TCPA. They did this using a spoofed phone number, and although they are using the name "USA Student Debt Relief" there appears to be no company registered in Florida to conduct business under this name. I would like to know where they got my

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/complaints?page=2

Timestamp

Tue Mar 26 2024 12:41:49 GMT-0400 (Eastern Daylight Time)

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 211 of 242 PageID 631

Initial Complaint 06/14/2022 Complaint Type: Problems with Product/Service Status: Answered ?

My number is listed on the DNC, yet this company has called to solicit their services in violation of the TCPA. They did this using a spoofed phone number, and although they are using the name "USA Student Debt Relief" there appears to be no company registered in Florida to conduct business under this name. I would like to know where they got my information, and settle this TCPA claim.

Business response 07/29/2022

Business Response /* (1000, 9, 2022/06/29) */ We reached out to Mr. Daniel G. on June 14th, 2022 and once he asked us to remove his name from the list we did and never contacted him again. He wrote us asking us to pay him \$1,500 up front for breaching TCPA regulations- that is the maximum penalty any company is to pay if they are found guilty and if this was done willingly or with malicious intent. We have complied with removing Mr. Graham from our records and all of his information has been deleted from our systems. Consumer Response /* (3000, 11, 2022/07/07) */ (The consumer indicated he/she DID NOT accept the response from the business.) This company did not address the issue nor resolved the TCPA violation.

Initial Complaint 06/08/2022

Complaint Type: Advertising/Sales Issues Status: Answered 😨

This company continues to call me and ive asked them to stop calling me and they keep calling me!! i have no debt!!!! STOP CONTACTING ME!!!!!!!

Business response 06/27/2022

Business Response /* (1000, 5, 2022/06/09) */ We spoke with this client on June 8th, 2022 he was extremely rude with our rep because he had an accent. His number was placed in all of our DNC lists and he will not be contacted again.

Initial Complaint 05/19/2022 Complaint Type: Problems with Product/Service Status: Answered (?)

I am currently listed on all DNC lists. Received a call that I had been pre qualified to complete an application for student loan forgiveness. When I asked what prequalified me they informed me that they receive phone numbers from the department of education to call and offer their services to me. I informed them I was not a candidate for their services and they said the department had made a mistake and apologized.

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/complaints?page=2

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 212 of 242 PageID 632

05/19/2022

Status: Answered 🕄

I am currently listed on all DNC lists, Received a call that I had been pre qualified to complete an application for student loan forgiveness. When I asked what prequalified me they informed me that they receive phone numbers from the department of education to call and offer their services to me. I informed them I was not a candidate for their services and they said the department had made a mistake and apologized.

Business response 06/08/2022

First Prev. 1 2 3 Next Last

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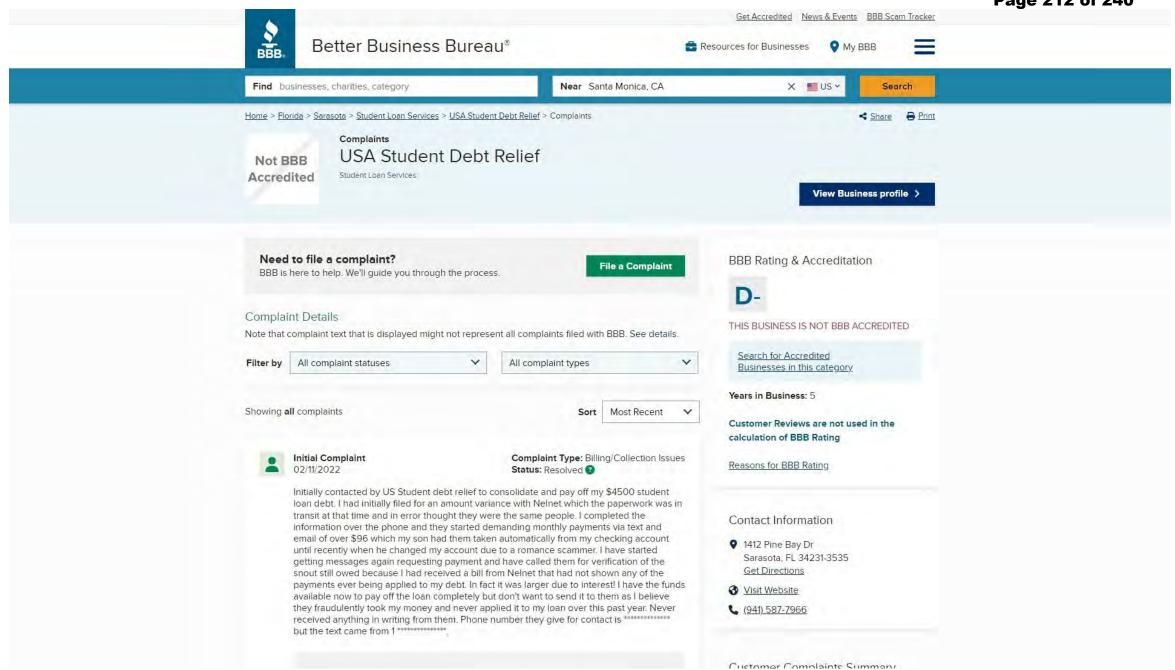
Tue Mar 26 2024 12:41:49 GMT-0400 (Eastern Daylight Time)

Zajac Attachment L, Page 21 of 27

Manage Cookies

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 214 of 242 PageID 634

PX14 Page 212 of 240



URL

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 215 of 242 PageID 635

Business response 02/17/2022

> Business Response /* (1000, 5, 2022/02/15) */ Business Name: USA Student Debt Relief Consumer: ******* Complaint ID# XXXXXXX Case Description:Initially contacted by US Student debt relief to consolidate and pay off my \$4500 student loan debt. I had initially filed for an amount variance with Nelnet which the paperwork was in transit at that time and in error thought they were the same people. I completed the information over the phone and they started demanding monthly payments via text and email of over \$96 which my son had them taken automatically from my checking account until recently when he changed my account due to a romance scammer. I have started getting messages again requesting payment and have called them for verification of the snout still owed because I had received a bill from Nelnet that had not shown any of the payments ever being applied to my debt. In fact it was larger due to interest! I have the funds available now to pay off the loan completely but don't want to send it to them as I believe they fraudulently took my money and never applied it to my loan over this past year. Never received anything in writing from them. Phone number they give for contact is (XXX) XXX-XXXX but the text came from X (XXX) XXX -XXXX. Response: On January 20th,2021 Mrs. ******* spoke with one of our reps and was interested in having her loans consolidated as well as the proper enrollment into the Revised Pay As You Earn Program. On this date her Federal Student Aid account was recovered for her and her loans were disclosed- she was defaulted and collections was in charge of her loans. On January 25th, 2021 client called in and asked for us to process her payment. On January 25th, 2021 Mrs. ****** received a copy of her TPD form sent to her via email with the instructions to have it signed and dated by her physician. On March 4th client texted us stating that she was gathering all the necessary docs for her particular case (Her TPD- "Total and Permanent Disability" form was being filled out by her primary physician). On March 17th client sent her TPD form filled out by her physician. On March 25th, 2021 Her TPD form with her application was sent to Nelnet TPD (Total and Permanent disability) on her behalf. On June 9th,2021 her TPD "Total and permanent application" was approved by Nelnet and she is on her 3-year POST-DISCHARGE MONITORING PERIOD// STARTED ON (June 7th, 2021) To summarize: We spoke with Mrs. ******, and she needed assistance with her student loans-she was defaulted and her loans were with collections. We gathered the needed documentation and submitted the application and in 3 months got her enrolled into the Revised Pay As You Earn program with the additional benefit of TPD "Total and Permanent Disability". Mrs. ****** today is in good standing on her loans; not to mention by her being in the Total and

Contact Information

 1412 Pine Bay Dr Sarasota, FL 34231-3535
 Get Directions

S Visit Website

(<u>941)</u> 587-7966

Customer Complaints Summary 23 total complaints in the last 3 years. 15 complaints closed in the last 12 months,

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/complaints?page=3

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 216 of 242 PageID 636

PX14 Page 214 of 240

abbingtion was abbinded by remending she is on the 3-year to 31-DISCHARGE MONITORING PERIOD// STARTED ON (June 7th, 2021) To summarize: We spoke with Mrs. ******, and she needed assistance with her student loans-she was defaulted and her loans were with collections. We gathered the needed documentation and submitted the application and in 3 months got her enrolled into the Revised Pay As You Earn program with the additional benefit of TPD "Total and Permanent Disability". Mrs. ****** today is in good standing on her loans; not to mention by her being in the Total and Permanent disability program her loans were forgiven. We complied with everything we agreed to do for her, we performed the submission got it approved, lifted her default status and placed her back in good standing concerning her student loans. We have kept our end of the bargain. All documentation proves everything being explained on this dispute. Consumer Response /* (2000, 7, 2022/02/16) */ (The consumer indicated he/she ACCEPTED the response from the business.) Contacted via email and phone by a gentleman from us student debt relief stating that he was authorized to pay back the money collected if I would remove the complaint. Since I want my money back that wasn't applied to my bill I agreed and want to remove the complaint so they will refund the several hundreds of dollars taken

Initial Complaint 04/01/2021

Complaint Type: Problems with Product/Service Status: Answered ?

USA Student Debt Relief contacted me and said that I was eligible for their program, and that they could help consolidate my student loans and it would only cost half of the loans and with less time to pay it off. I reluctantly agreed, and they did the application with me, and said to create a profile on the app as suggested. I was told that they would contact Navient and overtake my loans and find an alternate loan holder and told me Navient wasn't trying to help me consolidate my loans, so the long run it would cost more with interest and a 30 year repayment. I was very confused, because the young man who helped me seemed vague and not very informative, in essence they obtained a onetime fee of \$100 and 4 payments totaling \$269.25 which I later found out didn't even need to be paid for 12 mo. I then received correspondence via mail from Nelnet, who said the obtained my loans and had started the process of consolidation. I felt left in the dark and confused as I never was contacted by the person who originally started the process. The agent from NelNet informed me that USA Student Debt Relief should not have taken my payments, and should have informed me that I could have done the whole consolidation process for free through The Dept. Of Education website. I continually followed up only to get nowhere with this 3rd party company. And I finally downloaded their agreement and there are a lot of discrepancies and errors, misinformation, and I was never informed of my rights, and then they told me after a week and a half, that they were only going to give me half of my payments back. they didn't go over the agreement with me at all, the Accounting manager never addressed my concerns or explained the process with me. I told them I wanted a refund, and was told basically take it or leave it. I told them that we would go to litigation then, and was told Thats fine.

Business response 04/19/2021

> Business Response /* (1000, 5, 2021/04/05) */ Contact Name and Title: **** ***** Contact Phone: XXXXXXXXX Contact Email: ****@usastudentdebtrelief.com Complaint ID#: XXXXXXX 2/11/2021: Mrs.

URL

Business response 04/19/2021

Business Response /* (1000, 5, 2021/04/05) */ Contact Name and Title: **** ***** Contact Phone: XXXXXXXXXX Contact Email:

****@usastudentdebtrelief.com Complaint ID#; XXXXXXX 2/11/2021: Mrs. ******* spoke with one of our service reps in regards to her student loans. 2/11/2021: Mrs. ******* after speaking with one of our reps for over 30 minutes signed an electronic document where payment dates, amounts, terms and conditions as well as cancellation policy are clearly explained. (This document is attached and it was signed from her personal email and the IP Address of her home) 2/11/2021: As agreed on the signed service agreement the first draft payment for \$89.75 was processed. 3/3/2021: Client called in and spoke with our customer service department and received a full update in regards to the current status of her application; which was submitted that same day. 3/3/2021: Client requested to make three payments at once that day because she wanted to pay the full enrollment fee in order to just focus on her monitoring fee payments. 3/3/2021: Customer service department explained to Mrs. ****** that she was completing a term under the Revised Pay As You Earn program, (240 months) which meant that she was completing a term versus paying of her loans. (This was clearly explained in the recordings which are available if needed and also in the service agreement which she signed from her IP Address and her personal email) 3/3/2021: Customer service rep transferred the call over to the accounting department in order to update her payment method and process the funds as agreed on the call. (Recordings are available if needed) 3/3/2021: Confirmation text sent to client and client replied giving us the okay. (See Exhibit A) 3/3/2021: Application for Ioan consolidation and Income Driven Repayment (Pay as You Earn with monthly payments of \$0.00 for the first 12 months and a term of 240 months) was submitted for her Navient held loans to Nelnet services. 3/3/2021: Annual re-certification due on 3/10/2021. Mrs. ******* called and spoke with our customer service department and expressed that she received a call from another company offering her the same services for a lower quote. She stated in the audio that the other company accused us of being a scam but she wished to continue with us. 3/19/2021: Mrs. ****** called in and spoke to our customer service department and stated that she now wanted to deal directly with Nelnet services. She requested a refund. 3/19/2020: Customer service dept. explained to Mrs. ****** that her refund review would be processed and also explained to her that the submission of both her loan consolidation and Income driven repayment had been done for her from our end. 3/23/2021: Mrs. ******* called in and spoke with our customer service department. She was very dissatisfied and was explained that underwriting would have an answer on her refund on March 26th, 2021. 3/26/2021: Client was granted a refund for \$260.00 which is what underwriting decided. Task was set for accounting to refund funds which took place on 4/5/2021. (Screenshot attached) *Summary: Mrs. ******* spoke with one of our reps back in Feb 2021 and agreed to have her loans consolidated and for her to be placed into the income driven repayment plan called Pay As You Earn with a term of 240 months and monthly payments of \$0.00 towards her loans for the first 12 months. After her application was submitted to Nelnet servicing and her loans went from Navient to Nelnet- Mrs. ******* proceeded to cancel and request a refund. Every time Mrs. ****** spoke with our customer service department her concerns were addressed. The submission of her application was done on March 3,2021 and was approved as stated in the service agreement which she signed from her personal email and the IP address of

URL

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 218 of 242 PageID 638

PX14 Page 216 of 240

term of 240 months and monthly payments of \$0.00 towards her loans for the first 12 months. After her application was submitted to Nelnet servicing and her loans went from Navient to Nelnet-Mrs. ******* proceeded to cancel and request a refund. Every time Mrs. ******* spoke with our customer service department her concerns were addressed. The submission of her application was done on March 3,2021 and was approved as stated in the service agreement which she signed from her personal email and the IP address of her home. The refund request was met and granted because of good faith; we did everything that we promised to do from the beginning and Mrs. ****** is now on the Pay As You Earn Program with the term and payments as stipulated in the service agreement. All supporting docs attached

∢ First **∢** Prev. 1 2 **3**

*Some consumers may elect to not publish the details of their complaints, some complaints may not meet BBB's standards for publication, or BBB may display a portion of complaints when a high volume is received for a particular business, ↔

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Timestamp

Tue Mar 26 2024 12:42:53 GMT-0400 (Eastern Daylight Time)

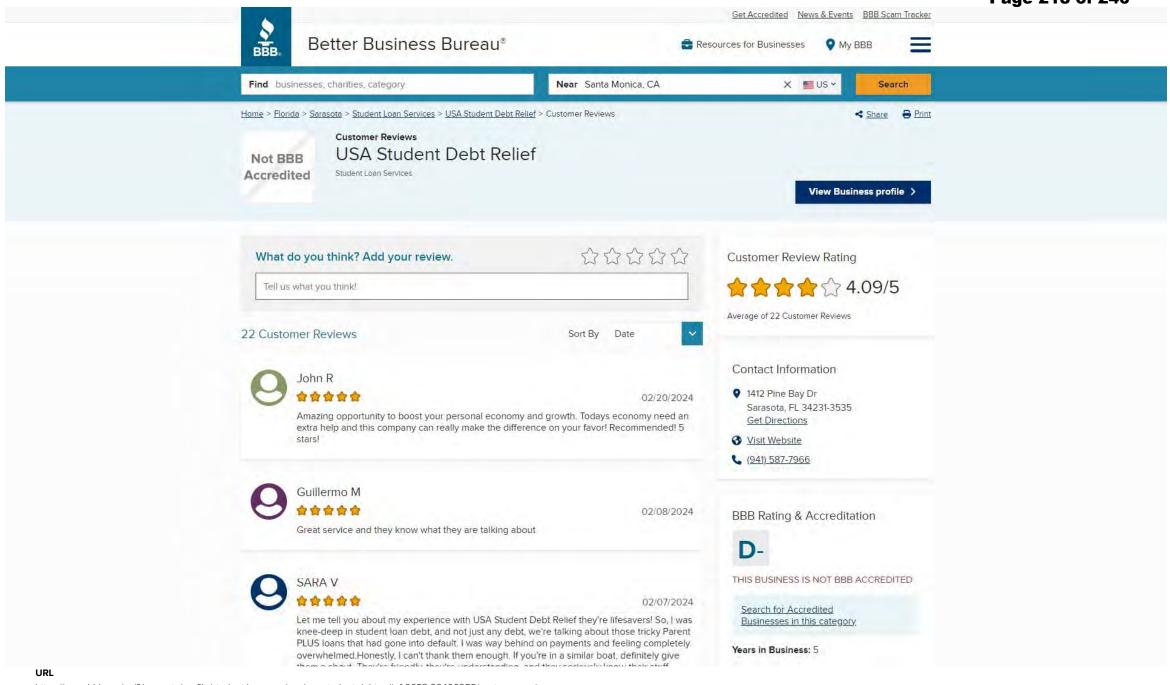


Timestamp

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 220 of 242 PageID 640

PX14 Page 218 of 240



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Tue Mar 26 2024 12:39:31 GMT-0400 (Eastern Daylight Time)

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 221 of 242 PageID 641

2 술 술 술 술 술
Great service and they know what they are talking about

02/08/2024

02/07/2024

BBB Rating & Accreditation

D-

THIS BUSINESS IS NOT BBB ACCREDITED

Search for Accredited Businesses in this category

Years in Business: 5

Customer Reviews are not used in the calculation of BBB Rating

Reasons for BBB Rating

Let me tell you about my experience with USA Student Debt Relief they're lifesavers! So, I was knee-deep in student loan debt, and not just any debt, we're talking about those tricky Parent PLUS loans that had gone into default. I was way behind on payments and feeling completely overwhelmed. Honestly, I can't thank them enough. If you're in a similar boat, definitely give them a shout. They're friendly, they're understanding, and they seriously know their stuff when it comes to student loans.

juan david d

GUILETHU M

SARA V

01/18/2024

They offer great customer service and were able to answer all of my questions. Now my credit is much better and I am finally getting everything back to where it should be.

Carmenza M

10/13/2023

Great service! Very informative and professional, they answered all my questions. Thank you

→ Amanda M

08/31/2023

They called me after I applied for forgiveness through my university. I assumed that they were from my university inquiries. They told me they were a student loan forgiveness company and that they would erase the loans I had out. They obtained my SSN, my home address and much of my personal information. I thought this was left at the time but it turns out- after repeatedly removing money from my account and over \$700 later, they are a scam. This is a fraudulent business PLEASE do not give them your information, they will take everything you have. They scheme the innocent. I asked for a refund and they refused, they couldn't tell me what they did with the money I gave them. They did nothing but take what I had. May god have mercy on their souls; they are NOT good people. STAY AWAY for USA student debt relief! BLOCK if they call you.

→ Debralee D

08/13/2023

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/customer-reviews

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 222 of 242 PageID 642

relief! BLOCK if they call you.

Debralee D 222222

08/13/2023

They called stating that they were a student loan forgiveness company. We spoke in the phone and they have obtained my ss# and took a payment from me. Followed up with emails asking for proof of income. Its a scam as I cannot get a hold of anyone. This is scary and I believe illegal. Please help me to get my information sealed and blocked from these people.

USA Student Debt Relief Response

08/15/2023

The following information was provided by our operations manager. The Client contacted us via Google Ads call feature. Our Agent introduced herself, our company and the service we provide. All of the call was handled according to our Quality Assurance and Control guidelines. Our Agent never mislead the client to think we are the DOE nor any Federal Agency. The Client voluntarily provided her SSN so that we could access her FSA Account and provide a complete assessment of her case. No mention of the payments going directly to the student loans was made. The payment amount, method and plan was agreed with the client and Ms. D****** received and signed the service agreement where all payment dates, amounts, terms and conditions as well as cancellation policy are explained through her IP address and personal email.

Everything that was explained during the call can be accomplished and no misinformation was given. The requirement for the Proof of Income was requested by the Dept Of Education to apply and process the application.

There was only one additional call on Saturday August 12, out of our business hours, with a question for our agent. Today I called the client to discuss this matter and inform her that, if requested, she was entitled to a full refund according to our refund policy; The call went directly to voice mail. I will try her once again

USA Student Debt Relief Response

08/15/2023

This afternoon, the customer was fully refunded the \$120 she had paid at the start of our services to her. There are no further outstanding funds.

Dilenia M *** I didnt know I was eligible for these programs until I received the call from them. Thank you

08/02/2023

very much!

URL

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 ★ ★ ★ ★
 ★
 I didnt know I was eligible for these programs

08/02/2023

I didnt know I was eligible for these programs until I received the call from them. Thank you very much!

Nicolás M

07/27/2023

Even though I thought I fully understood everything, there was a lot of information to retain from the initial call I felt very safe when I received their Service Agreement and confirmed that everything that was discussed, was there. Thank you very much for everything.

O Milena M

07/12/2023

I received all the information but wasnt sure and decided to do my own research to be safe. I found out everything is as they explained to me and all the benefits can be accomplished with the right guidance. Thank you very much.

O Jose B

07/10/2023

Thanks to the guidance received by a Case Manager, I found out that both my own student loans and the ones obtained under my parents name, had possible programs with benefits. Helping me take care of that amount under their name was a big relief for me. This meant I was really going to pay for my own education from my own pocket!

) Geoffrey B ✿☆☆☆☆

07/05/2023

This company is a scam. Not only are they lying to you about what it's is that you're signing up for by way of word play, but they're address is a home off the coast of Florida, one that is clearly not a business. I did my research and was not impressed, so I reached out and told "Julia P" that I would like to cancel and seeing that section 5 b of the contract states that since it hadn't been 30 days I was entitled to a refund...I would need my money back. She promptly told me to wait 48 hours and I would receive a cancelation notice in my email, instead, I waited 48 hours and received nothing but her voice mail thereafter! This company is illegitimate. Please look at the address they have on Google maps street view. It's clear that this is a network of individuals who are hiding thier locations because it's hard to serve papers to an if you don't know where the business resides. The worst part of this is that I didn't seek this company out, Google suggested it's on the front page!

Incore Mil

URL

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 224 of 242 PageID 644

the grantate. Frease rook at the address they have on Google maps street view. It's clear that this is a network of individuals who are hiding thier locations because it's hard to serve papers to an if you don't know where the business resides. The worst part of this is that I didn't seek this company out, Google suggested it's on the front page!

James M *** 06/30/2023 I have been paying my loans for some time, but saw no real reduction. Thanks to them, I came to realize that I had already qualified for assistance! Its not just about the amount of money you lose, its also about losing valuable time. Kennetha G 02/28/2023 I submitted my PSLF myself and was qualified for loan forgiveness due to working in public service for 33 years. If my loan was forgiven why am I still required to pay a scammer? According to Federal Student Aid I did not have to pay to submit PSLF.I want this cancelled immediately. Juan M 08/20/2022 Got good information. Very clear and to the point. On spot customer service. Angela M *** 08/09/2022 Great customer service! I was treated nicely and was able to get the clear information and guidance I was looking for. James F 😭 ជំ ជំ ជំ ជំ ជំ 04/07/2022 These guys have been harassing me using multiple area codes the latest being 949. They also go by the name student loan debt relief.

USA Student Debt Relief Response 05/19/2022 We have placed this client's number on all Do not call lists and our intentions are not to harrass anyone.

URL

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 225 of 242 PageID 645

PX14 Page 223 of 240

name stadent loan debt renet.



USA Student Debt Relief Response

05/19/2022

We have placed this client's number on all Do not call lists and our intentions are not to harrass anyone. We apologize for any inconveniences this may have caused but we do not use any 949 Area codes. There must be another Student Loan company contacting him.

0

Customer Response

06/01/2022

All I can say is give me the ability to transfer the calls to you or the bureau so you guys can catch the criminals by giving them false information and wait for them to attempt to steal from a fake account by asking for a physical address and account to send funds. For now, all I can do is keep asking for a physical address, they no longer call me daily it is now once every two to three weeks.

USA Student Debt Relief Response

06/01/2022

Sorry to hear that someone is contacting you; it is not our company and the phone number has been deleted from all of our records; once again it is not our company contacting Mr. ***

O Customer Response

06/23/2022

I just received another call from 430-252-7521 claiming to be a student loan debt relief program and the second time someone said Orange County as their location. Though the first time the call back actually worked.

USA Student Debt Relief Response

06/24/2022

Definitely another student loan company; there are thousands of them. Not us in any way shape or form

O Desiree B

05/28/2021

The service was impeccable and very resourceful with all my student loan needs and the payment plan was really within my budget. I would recommend USA student debt relief to anybody who needs help with their student loans.

URL

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05/28/2021

The service was impeccable and very resourceful with all my student loan needs and the payment plan was really within my budget. I would recommend USA student debt relief to anybody who needs help with their student loans.

Pamela D

05/20/2021

I couldn't have had nicer and more thorough gentlemen to assist me than Case Managers Danny ******* and Kenji did the follow-up. Thanks for your assistance!

Gerta State P

04/29/2021

USA student debt relief was a great help when it came to resolving my student loan situation. I am currently on an affordable plan that is income based and I can now easily manage my monthly payments.

O Thomas V ✿★★★★

04/29/2021

They took care of the issue from start to finish without problems. I was able to contact them on numerous questions which they satisfactorily answered always putting my mind at ease by the time I hung up. They achieved the outcome i was seeking for the agreed upon price taking it in 4 easy installment payments.

04/29/2021

They were great, and they help me find out about new programs.!!!

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 228 of 242 Page 226 of 240 Page 226 of 240

BBB Scam Tracker Report

This content is based on victim and potential victim accounts. Government agencies and legitimate business names and phone numbers are often used by scam artists to rip consumers off. All information in this report was provided by the victim.

Scam ID: 640661 Relief	Date Reported: 10/05/2022	Scam Type: Credit Repair/Debt
Business Information Used by	Scammer	
Business Name: USA student d	ebt relief	
Business State/Province: FL		
Postal Code: 34231		
Business Phone Number: 9413	159179	
Business Website: https://usas	tudentdebtrelief.com	
Business Email: Phillip.d@usas	tudentdebtrelief.com	
Total Dollars Lost: \$ 124.00	Total Dollars Attempted: \$ 0.0	00
Method of Payment: Credit Ca	ard	
Means of Contact: Phone		

Scam Target: Individual

Scam Description: Called to inquire about Biden forgiveness plan . They asked me if I wanted to know if I qualify for other forgiveness plans. I did and got enrolled with them.

Victim Information

Name: Age: 25-34 Gender: M Student: No Active duty military, veteran, or spouse: No State/Province: IL Postal Code: Email: Email: Phone: Email: Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 229 of 242 Page 227 of 240 Page 227 of 240

Victim is willing to speak to media: No

Zajac Attachment N, Page 2 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 230 of 242 Page 240 Page 228 of 240

BBB Scam Tracker Report

This content is based on victim and potential victim accounts. Government agencies and legitimate business names and phone numbers are often used by scam artists to rip consumers off. All information in this report was provided by the victim.

Scam ID: 672180 Relief	Date Reported: 01/27/2023	Scam Type: Credit Repair/Debt
Business Information Used by	Scammer	
Business Name: USA Student I	Debit Relief	
Business State/Province: FL		
Postal Code: 34231		
Business Phone Number: 9414	799403	
Business Website: http://www	v.usastudentdebtrelief.com/	
Business Email: valerie.g@usas	studentdebtrelief.com	
Total Dollars Lost: \$ 170.00	Total Dollars Attempted: \$1	70.00
Method of Payment: Bank Ac	count Debit	

Means of Contact: Phone

Scam Target: Business

Scam Description: This company accessed my Department of Education website by changing my password snd email address. Promising they could get my payments lowered. I was unable to contact the bank in time so they 170.00 was charged to my account. They guaranteed they could get me a better deal. Bottom line they wanted all my personal information which they received from the fraudulent access to my account.

Victim Information

Name: Age: 65+ Gender: F Student: No Active duty military, veteran, or spouse: No State/Province: IL Postal Code: **Code** Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 231 of 242 Page 229 of 240

Email:	
Phone:	

Victim is willing to speak to media: No

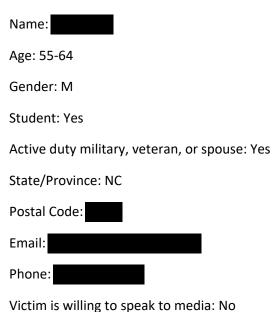
Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 232 of 242 Page 230 of 240 Page 230 of 240

BBB Scam Tracker Report

This content is based on victim and potential victim accounts. Government agencies and legitimate business names and phone numbers are often used by scam artists to rip consumers off. All information in this report was provided by the victim.

Scam ID: 736523	Date Reported: 07/31/2023	Scam Type: Other
Business Information Used by S	Scammer	
Business Name: USA Student De	ebt Relief	
Business State/Province:		
Postal Code:		
Business Phone Number: (877)	871-6116	
Business Website: https://usast	udentdebtrelief.com	
Business Email:		
Total Dollars Lost: \$ 0.00	Total Dollars Attempted:	\$ 0.00
Method of Payment:		
Means of Contact: Website		
Scam Target: Individual		
Scam Description: Collected all me back.	my personal information. Placed m	ne on hold for 20 mins and never call

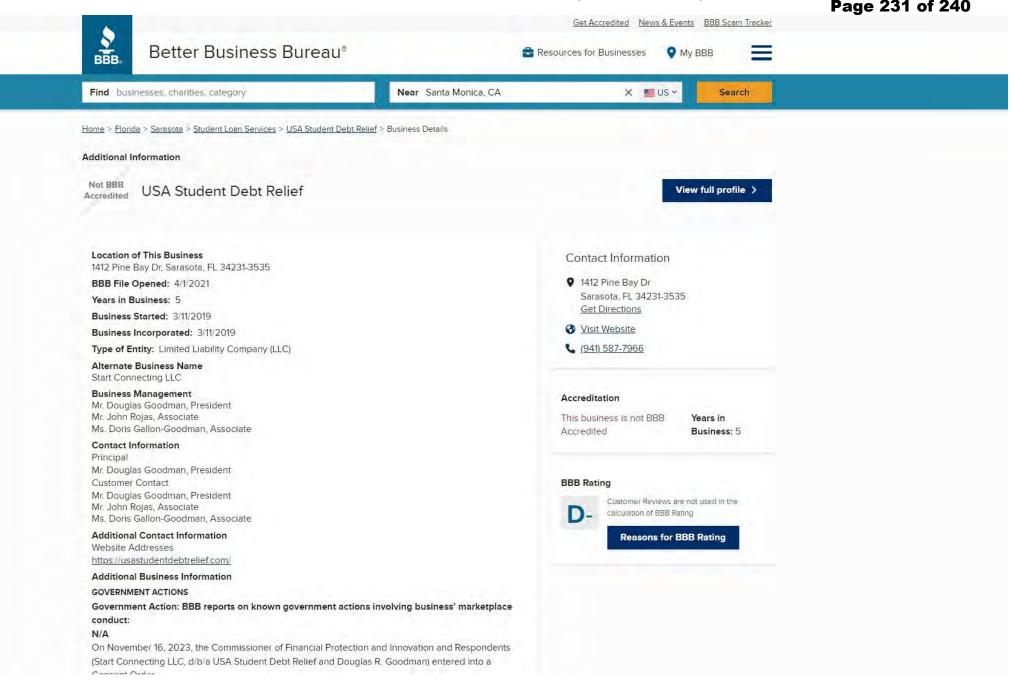
Victim Information



Zajac Attachment N, Page 5 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 233 of 242 PageID 653

PX14 Page 231 of 240



https://www.bbb.org/us/fi/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/details

URL

Tue Mar 26 2024 12:47:17 GMT-0400 (Eastern Daylight Time)

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 234 of 242 PageID 654

PX14 Page 232 of 240

Customer Reviews are not used in the

Reasons for BBB Rating

calculation of BBB Rating

D

Mr. John Rojas, Associate Ms. Doris Gallon-Goodman, Associate

Additional Contact Information Website Addresses https://usastudentdebtrelief.com/

Additional Business Information

GOVERNMENT ACTIONS

Government Action: BBB reports on known government actions involving business' marketplace conduct:

N/A

On November 16, 2023, the Commissioner of Financial Protection and Innovation and Respondents (Start Connecting LLC, d/b/a USA Student Debt Relief and Douglas R. Goodman) entered into a Consent Order.

This Consent Order resolves the issues before the Commissioner in a manner that avoids the expense of a hearing and other possible court proceedings, protects consumers, is in the public interest, and is consistent with the purposes, policies, and provisions of the Student Loan Servicing Act (SLSA) and California Consumer Financial Protection Law (CCFPL).

The Telemarketing Sales Rule (TSR) (16 C.F.R. §§ 310.1-310.9) is the implementing regulation of the federal Telemarketing and Consumer Fraud and Abuse Prevention Act (Telemarketing Act) (15 U.S.C. §§ 6101-6108). Pursuant to section 3(c) of the Telemarketing Act (15 U.S.C. § 6102(c)) and section 18(d)(3) of the Federal Trade Commission Act (FTC Act) (15 U.S.C. § 57a(d)(3)), a violation of the TSR constitutes an unfair or deceptive act or practice in or affecting commerce in violation of section 5(a) of the FTC Act (15 U.S.C. § 45(a)).

Beginning at least as early as 2019, Start Connecting marketed student loan debt relief services to student loan borrowers in California and nationwide.

Start Connecting advertised its services to student loan borrowers and acquired customers via telephone calls. Start Connecting claimed that it would assist consumers in obtaining student loan relief with Start Connecting acting as an intermediary between borrowers and the borrowers' lenders or loan servicers with the goal of helping those consumers lower, eliminate and/or manage their student loan debts (Debt Relief Services).

Consumers contend that during these sales calls, Start Connecting's representatives gave the impression that Start Connecting was part of, or affiliated with, an official government agency. For example, Start Connecting's representatives represented that they would manage and process the consumer's loan repayment through, or in affiliation with, the United States Department of Education, a federal agency. Some consumers also understood that the recurring monthly charges and some of the fees would be applied towards the consumer's federal student loan debt. Start Connecting's representatives also told consumers that they could help consumers lower their federal student loan payments or assist them with student loan forgiveness. Start Connecting's representatives presented consumers with options to enroll in income driven repayment programs based on income and/or family size, commonly known as loan forgiveness programs.

From September of 2019 through May 2023, at least 193 California consumers enrolled in Start Connecting's Debt Relief Services. Upon initial enrollment, consumers paid an up- front one-time setup fee of \$99.00, paid a servicing fee between \$400.00 to \$850.00, and recurring monthly payments between \$9.00 to \$29.00. Start Connecting has collected at least \$82,114.00 from California consumers during that period.

Based on the facts above, the Commissioner finds that Respondents violated: (1) the SLSA by engaging in unlicensed student loan servicing activities, (2) the CCFPL by engaging in unlawful, unfair, deceptive, or abusive acts or practices with respect to consumer financial products or services, and (3) the TSR by

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 235 of 242 PageID 655

PX14 Page 233 of 240

up fee of \$99,00, paid a servicing fee between \$400.00 to \$850.00, and recurring monthly payments between \$9.00 to \$29.00. Start Connecting has collected at least \$82,114.00 from California consumers during that period.

Based on the facts above, the Commissioner finds that Respondents violated: (1) the SLSA by engaging in unlicensed student loan servicing activities, (2) the CCFPL by engaging in unlawful, unfair, deceptive, or abusive acts or practices with respect to consumer financial products or services, and (3) the TSR by charging advance fees for debt relief services.

Respondents admit to the jurisdiction of the Commissioner.

Pursuant to Financial Code sections 28160 and 90015, subdivision (d), Start Connecting LLC, d/b/a USA. Student Debt Relief, and Douglas R. Goodman are hereby ordered to desist and refrain from engaging in the business of servicing a student loan in this state without first obtaining a license, in violation of SLSA, and are ordered to desist and refrain from engaging in unlawful and deceptive acts and practices with respect to consumer financial products or services in violation of the SLSA, CCFPL, FTC Act, and TSR.

Respondents are further ordered to desist and refrain from owning, managing, operating, or controlling any entity that services student loans, or which offers or provides any consumer financial products or services as defined by the CCFPL, unless and until they have the applicable approvals from the Commissioner and are in compliance with the SLSA, CCFPL, FTC Act and TSR. These desist and refrain orders are final and effective from the effective date of this Consent Order, as defined in paragraph 28 (Effective Date). Pursuant to Financial Code sections 90015, subdivision (e), and 90012, subdivision (b) (1), all contracts between Start Connecting LLC, d/b/a USA Student Debt Relief, and any California consumer, regarding its services (Contracts) are hereby rescinded. Respondents shall not assign, sell, hypothecate, or transfer the Contracts to any other entity, nor shall Respondents charge or collect any additional payments pursuant to the Contracts.

Pursuant to Financial Code section 90012, subdivision (b)(2), Start Connecting LLC, d/b/a USA Student Debt Relief, and/or its officers, successors, and assigns, by whatever names they might be known, jointly and severally, are hereby ordered to refund all fees and payments they collected from California consumers no later than thirty calendar days after the Effective Date of this Consent Order. All Refunds shall be paid directly to the respective California consumers by mailing a check to the California consumers' current mailing address, unless a new address has been provided by the consumer pursuant to Paragraph 7 prior to checks being issued. Payment of a refund to any consumer under this Consent Order may not be conditioned on that consumer waiving any right.

Respondents shall submit a report to the Department providing satisfactory proof of refunds no later than forty calendar days after the Effective Date of this Consent Order. The report shall contain each California consumer's name and contact information, the total amount collected from the California consumer, the amount of the refund, the date the refund was issued, and proof of having sent or deposited refund. The report shall be sent to Afsaneh Eghbaldari, Senior Counsel, by email at: affi.eghbaldari@dfpi.ca.gov.

Respondents shall escheat any returned or unclaimed Refunds to the California State Controller's Office within the period provided by Code of Civil Procedure section 1520 of the Unclaimed Property Law (Cal. Code Civ. Proc. § 1500, et seq.). No later than sixty calendar days after the Effective Date of this Consent Order. Start Connecting shall send a report to Afsaneh Eghbaldari, by email at: affi.eghbaldari@dfpi.ca.gov. setting forth all escheated funds and a copy of any escheatment report(s) submitted to the California State Controller.

Notice to California Consumers:

No later than seven calendar days after the Effective Date of this Consent Order, Respondents shall send a notice to each consumer owed a refund. The Notice shall be sent to the consumer's last known e-mail address and mailing address.

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 236 of 242 PageID 656

PX14 Page 234 of 240

affi.eghbaldari@dfpi.ca.gov, setting forth all escheated funds and a copy of any escheatment report(s) submitted to the California State Controller. Notice to California Consumers:

No later than seven calendar days after the Effective Date of this Consent Order, Respondents shall send a notice to each consumer owed a refund. The Notice shall be sent to the consumer's last known e-mail address and mailing address.

The notice shall say:

Pursuant to the consent order with the California Department of Financial Protection and Innovation. Start Connecting LLC, d/b/a USA Student Debt Relief is refunding all fees, payments, and money you paid to them. You will receive a refund in the amount of \$XXX.xx. All agreements between you and Start Connecting LLC, d/b/a USA Student Debt Relief are hereby rescinded. We plan to mail a check to your current mailing address. Please contact us immediately at doug@start-connecting.com to confirm your current mailing address and contact information.

Pursuant to Financial Code sections 28170 and 90012, subdivision (c), Start Connecting LLC, d/b/a USA Student Debt Relief, and Douglas R. Goodman, jointly and severally, shall pay the Commissioner the penalty amount of \$30,000.00 no later than seven calendar days after the Effective Date of this Consent Order. The amount shall be paid to the Commissioner by ACH transfer, pursuant to instructions which shall be separately provided. Notice of penalty payment shall be sent concurrently to Afsaneh Eghbaldari, by email at: affi.eghbaldari@dfpi.ca.gov.

The Parties hereby acknowledge and agree that this Consent Order is intended to constitute a full, final, and complete resolution of the Findings, and that no further proceedings or actions will be brought by the Commissioner in connection with the findings under the SLSA, CCFPL or any other provision of law, excepting therefrom any proceeding to enforce compliance with the terms of this Consent Order.

Respondents acknowledge that the Commissioner is ready, willing, and able to proceed with the filing of an enforcement action upon the charges contained in this Consent Order. Respondents hereby waive the right to any hearings, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the SLSA, CCFPL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law. By waiving such rights, Respondents effectively consent to this Consent Order, and the Desist and Refrain Order contained herein, becoming final. Respondents agree that, if they fail to comply with the terms of this Consent Order, the Commissioner may avail herself of any remedies she has under the SLSA, CCFPL, or any other provision of law, until Respondents are in compliance. Respondents waive any notice and hearing rights which may be afforded under the SLSA, CCFPL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law, that the Commissioner may use to ensure compliance with this Consent Order. In the event of a filing of bankruptcy, or insolvency proceeding, Start Connecting LLC, d/b/a USA Student Debt Relief, and Douglas R. Goodman, are jointly and severally liable for the refund payment to consumers and paying the penalty to the Commissioner. This Consent Order is binding on all heirs, assigns, and/or successors in interest. This Consent Order may be rescinded by the Commissioner, and the Commissioner may pursue any and all remedies available under the law against Respondents, if the Commissioner discovers that Respondents have knowingly, or willfully withheld or misrepresented information used for and relied upon in this Consent Order.

Business Categories Student Loan Services

URL

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/details

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 237 of 242 PageID 657

PX14 Page 235 of 240

Respondents have knowingly, or willfully withheld or misrepresented information used for and relied upon in this Consent Order.

Business Categories

Student Loan Services

Alert

See What BBB Reports On

Government Action: BBB reports on known government actions involving business' marketplace conduct:

NA

On December 18, 2023, (Start Connecting LLC, d/b/a USA Student Debt Relief and Douglas R. Goodman) entered into an Assurance of Discontinuance ("Assurance") between the State of Minnesota, through its Attorney General, Keith Ellison.

The Attorney General of the State of Minnesota has authority to enforce Minnesota's laws relating to unfair, discriminatory, and other unlawful practices in business, commerce, or trade, including but not limited to the Minnesota's Debt Settlement Services Act, Minn. Stat. §§ 332B.03-12, the Prevention of Consumer Fraud Act, Minn. Stat. § 325F.69, et seq., and the Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.43, et seq.;

The Attorney General alleges that USA Student Debt Relief marketed, sold, and provided goods or services to Minnesota consumers related to the repayment of student loans without first becoming registered with Minnesota's Department of Commerce as required by Minn. Stat. § 332B.03. The Attorney General alleges that USA Student Debt Relief performed for Minnesota consumers, and imposed charges or received payment from Minnesota consumers for, debt settlement services without first executing written debt settlement services agreements that complied with Minn. Stat. § 332B, as required by Minn. Stat. § 332B.06, and without first performing all of the services it agreed to perform, as required by Minn. Stat. § 332B.09; misrepresented its services or created the likelihood of consumer confusion or misunderstanding regarding its services in its dealings with Minnesota consumers in violation of Minn. Stat. §§ 332B.11, 325F.69, and 325D.44;

The Attorney General and USA Student Debt Relief (collectively, the "Parties") desire to resolve fully this matter by Assurance, and hereby agree to entry of an order with the following terms and conditions:

On December 14, 2023, USA Student Debt Relief provided the Attorney General with a sworn affidavit attaching a list of Minnesota consumers with whom USA Student Debt Relief contracted, along with the amount of payments USA Student Debt Relief collected from each Minnesota consumer on the list. USA Student Debt Relief, including its principals, officers, directors, employees, independent contractors, affiliates, subsidiaries, and successors, as well as other persons in active concert or participation with USA Student Debt Relief (including any agents or affiliates who may have acted on its behalf or who may act on its behalf in the future) who receive actual notice of this order, shall comply with the following permanent injunctive terms and provisions:

- Without first becoming registered with Minnesota's Department of Commerce as required by Minn. Stat. § 332B.03, USA Student Debt Relief shall not hereinafter conduct any business, directly or indirectly, individually or in conjunction with any other person or entity, in the State of Minnesota, including but not limited to collecting payments, marketing, selling, and providing goods or services related to repayment of student loans, including but not limited to completion of application materials for student loan consolidation or repayment plans.

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 238 of 242 PageID 658

PX14 Page 236 of 240

- Without first becoming registered with Minnesota's Department of Commerce as required by Minn. Stat. § 332B.03, USA Student Debt Relief shall not hereinafter conduct any business, directly or indirectly, individually or in conjunction with any other person or entity, in the State of Minnesota, including but not limited to collecting payments, marketing, selling, and providing goods or services related to repayment of student loans, including but not limited to completion of application materials for student loan consolidation or repayment plans.

- USA Student Debt Relief shall fulfill the terms of this Assurance, and all of its parents, subsidiaries, and successors shall be bound by this Assurance as if they had signed this Assurance, so as to accomplish the full relief contemplated by this Assurance. USA Student Debt Relief shall not affect any change in its form of doing business, organizational identity, organizational structure, affiliations, ownership, or management composition as a method or means of attempting to avoid the requirements of this Assurance.

- USA Student Debt Relief shall pay to the Attorney General the sum of \$41,490.91 (the "Settlement Sum"), no later than five (5) days after the date on which the Court signs this Assurance,
- All of the Settlement Sum constitutes restitution, which may be distributed to consumers by the Attorney General in his sole discretion pursuant to Minn. Stat. § 8.31. Monies from the Settlement Sum may also be used for settlement administration expenses, including payment to a settlement administrator.

- If, after execution of this Assurance, the Attorney General learns that USA Student Debt Relief imposed charges or received payment from additional Minnesota consumers not previously disclosed to the Attorney General, the Attorney General shall provide USA Student Debt Relief written notice of this violation pursuant to Paragraph 33 and give USA Student Debt Relief ten (10) business days to cure this violation. USA Student Debt Relief shall cure the violation by providing the additional refunds directly to the affected consumers and providing the Attorney General with documentation of the refunds and a sworn affidavit attesting that it has fully refunded the affected consumers. - If USA Student Debt Relief fails to pay the Settlement Sum as provided in Paragraph 7, the Attorney General shall provide USA Student Debt Relief written notice of this violation pursuant to Paragraph 33 and give USA Student Debt Relief ten (10) business days to cure this violation. Failure to comply with Paragraph 7 in any respect shall be a violation of the Assurance for the purposes of Paragraph 11. - USA Student Debt Relief shall pay a stayed civil penalty of \$50,000.00 to the Attorney General upon application to the Court, with an opportunity for USA Student Debt Relief to respond to such application, and a finding by the Court indicating that USA Student Debt Relief has violated any of the terms of this Assurance and Order, or failed to provide the Attorney General with an accurate and complete list of Minnesota consumers with whom USA Student Debt Relief contracted for the provision of goods or services related to repayment of student loans. Inadvertent failure to provide such a list shall not trigger the application of this Paragraph, as long as USA Student Debt Relief promptly cures such failure pursuant to this Assurance. The release in The Ramsey County District Court shall retain jurisdiction of this matter for purposes of enforcing this Assurance. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Assurance or, in the alternative, maintain any action within his legal authority for such other and further relief as he determines is proper and necessary for the enforcement of this Assurance. The parties agree that, in any action brought by the Attorney General to enforce the terms of this Assurance, the Court shall have the authority to award equitable relief, including specific performance.

The failure of a party to exercise any rights under this Assurance shall not be deemed to be a waiver of any right or any future rights.

Nothing in this Assurance shall be construed to limit the power or authority of the State of Minnesota or the Attorney General except as expressly set forth herein.

The facts alleged in this Assurance establish all elements necessary to sustain an action by the Attorney General nursulant to section 523(a)/2)(a) of the Bankruntov Code (11115 C & 523(a)/2)(b) and

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/details

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 239 of 242 PageID 659

have the authority to award equitable relief, including specific performance.

The failure of a party to exercise any rights under this Assurance shall not be deemed to be a waiver of any right or any future rights.

Nothing in this Assurance shall be construed to limit the power or authority of the State of Minnesota or the Attorney General except as expressly set forth herein.

The facts alleged in this Assurance establish all elements necessary to sustain an action by the Attorney General pursuant to section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Assurance will have collateral estoppel effect for such purposes.

USA Student Debt Relief understands that if a Court of competent jurisdiction holds that USA Student Debt Relief has committed a violation of this Assurance, that such violation may be enforced through contempt proceedings under Minn. Stat. § 8.31, subdivision 2b, and that the Attorney General may thereafter, in his sole discretion, initiate legal proceedings against USA Student Debt Relief for contempt and/or the Stayed Civil Penalty in Paragraph 11.

USA Student Debt Relief agrees that the Stayed Civil Penalty in Paragraph 11 of this Assurance, if imposed by any court, represents a civil penalty owed to the State of Minnesota, is not compensation for actual pecuniary loss, and, therefore, is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

On or before executing this Assurance, USA Student Debt Relief shall provide the Attorney General its taxpayer identification number (TIN). USA Student Debt Relief understands that it may be subject to a penalty if it fails to provide the Attorney General with its TIN pursuant to 26 C.F.R. 6723, 26 C.F.R. 6724(d)(3), and 26 C.F.R. 301.6723-1. USA Student Debt Relief shall also cooperate in the Attorney General's Office's completion of Internal Revenue Service Form 1098-F by providing the Attorney General by December 31, 2023, any additional necessary information requested by the Attorney General's Office.

USA Student Debt Relief shall notify its principals, officers, directors, agents, employees, affiliates, subsidiaries, and successors, and any other person in active concert or participation with the company of the obligations, duties, and responsibilities imposed on them by this Assurance.

USA Student Debt Relief shall not state or imply, directly or indirectly, that the State of Minnesota or the Attorney General have approved of, condone, or agree with any conduct or actions by USA Student Debt Relief.

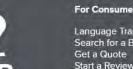
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For Consumers

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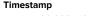
For Businesses

Search Business Profiles Get Accredited **BBB EU Privacy Shield** Get Your Business Listed

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For Consumers

Language Translation Information Search for a Business Get a Quote Start a Review File a Complaint BBB Scam Tracker File an Auto Warranty Complaint Sign up for Scam Alerts Frequently Asked Questions (FAQ) Consumer HQ Search Business Profiles Get Accredited BBB EU Privacy Shield Get Your Business Listed Partner Code of Conduct Apply for BBB Accreditation Business HQ

For Businesses

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Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 241 of 242 PageID 661

PX14 Page 239 of 240

Find businesses, charities, category	Near Santa Monica, CA	X 📕 US 🗸	Search	
Home > Florida > Sarasota > Student Loan Services > USA Student	Debt Relief > Overview of BBB Ratings			
Overview of BBB Ratings				
Not BBB Accredited USA Student Debt Relief		v	iew full profile >	
Accreaned				
Reasons for Rating				
Action to Acting		Contact Information		
D- USA Student Debt Relief		1412 Pine Bay Dr Sarasota, FL 34231-35 Get Directions	35	
Government action(s) against the business		S Visit Website		
23 complaint(s) filed against business		(<u>941) 587-7966</u>		
2 complaint(s) filed against business that were not re	solved			
About BBB Ratings		Accreditation This business is not BBB	Years in	
BBB ratings represent the BBB's opinion of how the busine	ess is likely to interact with its customers. The	Accredited	Business: 5	
BBB rating is based on information BBB is able to obtain a received from the public. BBB seeks and uses information sources	bout the business, including complaints			
BBB assigns ratings from A+ (highest) to F (lowest). In some (indicated by an NR, or "No Rating") for reasons that includ ongoing review/update of the business's file				
BBB Business Profiles generally explain the most significant	nt factors that raise or lower a business's rating			
BBB ratings are not a guarantee of a business's reliability of consumers consider a business's BBB rating in addition to business				
Overview of BBB Ratings				

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URL

Case 8:24-cv-01626-KKM-AAS Document 3-2 Filed 07/09/24 Page 242 of 242 PageID 662

PX14 Page 240 of 240

(Indicated by an NR, or "No Rating") for reasons that include insufficient information about a business or ongoing review/update of the business's file

BBB Business Profiles generally explain the most significant factors that raise or lower a business's rating

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Overview of BBB Ratings

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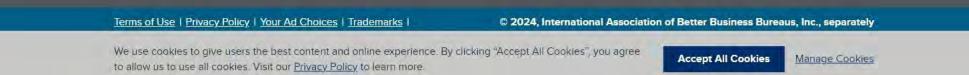
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URL

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Timestamp

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FTC v. Start Connecting LLC et al. Exhibits to Emergency TRO Motion

<u>PX15</u>

Declaration of Nicole Eisenzopf, U.S. Department of Education

Volume II

DECLARATION OF NICOLE EISENZOPF PURSUANT TO 28 U.S.C. § 1746

I, Nicole Eisenzopf, hereby declare as follows:

1. I am a Supervisory Investigative Analyst and Certified Fraud Examiner with the U.S. Department of Education's Office of Inspector General (ED-OIG), in its office of Data and Analytics Services ("DAS"). My business address is 550 12th Street SW, Room 8033, Washington, D.C., 20024. My job duties include conducting and supervising proactive analyses and supporting investigations through analysis requests. Among other things, my job requires obtaining, assembling, and analyzing electronic data. The sources could include system logs, databases, and electronic records received from schools, government entities, or third parties. I am personally familiar with the ways in which the ED-OIG obtains and maintains data related to federal student aid. I have personal knowledge of the facts and matters discussed in this declaration and, if called as a witness, could and would competently testify to the facts stated herein.

2. My formal education includes a bachelor's degree in political science from the University of Virginia and a Certified Fraud Examiner credential from the Association of Certified Fraud Examiners. I have been employed by ED-OIG since 2004. I started in the Evaluations and Inspections Unit with ED-OIG and transferred to the Technology Crime Division in 2007. In 2019, I joined the newly formed Data and Analytics Services group. I have worked as a supervisory investigative analyst in that unit since 2020.

3. On May 10, 2024, Special Agent in Charge Danny Farris, then of ED-OIG's Technology Crimes Division, requested that I assist staff from the Federal Trade Commission (FTC) in their investigation of USA Student Debt Relief ("USASDR"), a third-party debt relief company based in Sarasota, Florida and Cali, Colombia. Specifically, I was asked to identify the scope and range of activities of five USASDR-associated Internet Protocol (IP) addresses in federal student aid systems, which are accessed through StudentAid.gov.

4. FTC staff provided the following IP addresses—(1) 181.143.235.250,
(2) 181.143.235.251, (3) 181.79.11.26, (4) 190.85.102.25, and (5) 190.85.102.26—and asked that I analyze their activities between January 1, 2019 and the present.

5. To conduct this analysis, I queried each IP address in the OIG Data Analytics System (ODAS), a data warehouse system that provides ED-OIG with data analytical capabilities. Among other things, ODAS contains a log of IP addresses that interact with Federal Student Aid User ID (FSA ID) accounts on StudentAid.gov, along with information about the specific activities undertaken by those IP addresses in those accounts. I conducted an analysis of the volume and nature of the five provided IP addresses' activities using FSA ID accounts on StudentAid.gov.

6. My analysis indicated that these five IP addresses accessed or attempted to access accounts associated with 37,578 unique Social Security Numbers (SSNs). The number of accounts associated by each individual IP is summarized in the table below.

Table 1: Number of Different FSA ID Accounts Accessed by USAS	DR IP Addresses
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IP Address	IP Location	FSA ID IP Records – Number of SSNs
181.143.235.251	Colombia	27,224
190.85.102.26	Colombia	8,655
181.79.11.26	Colombia	4,529
190.85.102.25	Colombia	2,290
181.143.235.250	Colombia	2,102

Some accounts were accessed by multiple of these IP addresses. To arrive at the 37,578 overall figure, I de-duplicated SSNs across the five IP addresses.

7. FTC staff also asked me to analyze the various types of events associated with each IP address. An "event" occurs whenever a user takes or attempts to take an action with respect to an FSA ID account, such as logging in, attempting to log in, updating the user's profile, resetting the password, and so forth. The number and type of events associated with each IP address are summarized in the table below.

FSA ID IP Event	IP Address	Number Events	Number of Unique SSNs
Authentication Success	181.143.235.250	2,936	1,574
Authentication Success	181.143.235.251	74,842	22,449
Authentication Success	181.79.11.26	2,554	2,059
Authentication Success	190.85.102.25	3,566	1,780
Authentication Success	190.85.102.26	8,244	5,665
Update Profile by User	181.143.235.250	1,310	942
Update Profile by User	181.143.235.251	33,039	17,426
Update Profile by User	181.79.11.26	2,139	1,332
Update Profile by User	190.85.102.25	1,955	1,311
Update Profile by User	190.85.102.26	6,153	3,874
Forgot Password via Email Recovery	181.143.235.250	620	588
Forgot Password via Email Recovery	181.143.235.251	11,398	9,415
Forgot Password via Email Recovery	181.79.11.26	1,659	815
Forgot Password via Email Recovery	190.85.102.25	812	766
Forgot Password via Email Recovery	190.85.102.26	2,239	1,458
Authentication Failed Bad Password	181.143.235.250	386	261
Authentication Failed Bad Password	181.143.235.251	10,326	6,008
Authentication Failed Bad Password	181.79.11.26	365	289
Authentication Failed Bad Password	190.85.102.25	344	218
Authentication Failed Bad Password	190.85.102.26	1,342	1,040
Forgot Password via SMS Recovery	181.143.235.250	190	176
Forgot Password via SMS Recovery	181.143.235.251	6,433	5,850
Forgot Password via SMS Recovery	181.79.11.26	1,494	1,433
Forgot Password via SMS Recovery	190.85.102.25	360	343
Forgot Password via SMS Recovery	190.85.102.26	1,687	1,585

Table 2: Number of Unique SSNs Associated with FSA ID IP Events

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 5 of 139 Page 3 of 5 Page 4 of 5

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Authentication Failed Locked	181.143.235.250	256	138
Authentication Failed Locked	181.143.235.251	6,129	2,334
Authentication Failed Locked	181.79.11.26	174	128
Authentication Failed Locked	190.85.102.25	241	114
Authentication Failed Locked	190.85.102.26	658	365
Forgot Password via Challenge Q&A	181.143.235.250	180	173
Forgot Password via Challenge Q&A	181.143.235.251	3,920	3,550
Forgot Password via Challenge Q&A	181.79.11.26	287	275
Forgot Password via Challenge Q&A	190.85.102.25	227	213
Forgot Password via Challenge Q&A	190.85.102.26	478	454
Forgot Username via Challenge Q&A	181.143.235.250	203	194
Forgot Username via Challenge Q&A	181.143.235.251	3,007	2,729
Forgot Username via Challenge Q&A	181.79.11.26	173	165
Forgot Username via Challenge Q&A	190.85.102.25	273	259
Forgot Username via Challenge Q&A	190.85.102.26	328	312
Create Account with SSN & Email	181.143.235.250	187	187
Create Account with SSN & Email	181.143.235.251	2,043	2,043
Create Account with SSN & Email	181.79.11.26	145	145
Create Account with SSN & Email	190.85.102.25	197	197
Create Account with SSN & Email	190.85.102.26	281	279

8. Finally, FTC staff asked that I identify any notable patterns across the accounts

accessed by the five IP addresses. I identified the following patterns:

- 9,329 SSNs were associated with a Puerto Rico address. Many challenge questions and answers were in Spanish.
- 6,329 SSNs shared the encrypted password¹: 4d7ad686f06c4a8b78bac3c864b4a16d.
- 6,159 SSNs shared the encrypted password: cc4e4d9cbf4e4f1e10bf01d2597331fa.
- 4,420 SSNs shared the encrypted password: 9b5c876374b180ed99692d6d853b74d7.

¹ The U.S. Department of Education does not have access to the actual password established by the individual. Instead, DAS is able to provide an encrypted, unique identifier in place of the actual password.

I state under penalty of perjury that the foregoing statement is true and correct.

Executed on June 12, 2024.

Nicole Eisenzopf

FTC v. Start Connecting LLC et al. <u>Exhibits to Emergency TRO Motion</u>

<u>PX16</u>

Declaration of FTC Data Analyst Megan Baburek

Volume II

DECLARATION OF MEGAN BABUREK

(Pursuant to 28 U.S.C. § 1746)

I, Megan Baburek, declare as follows:

Background

1. I am a United States citizen and am over eighteen years of age. I am a Senior Data Analyst employed by the Federal Trade Commission ("FTC") in the Bureau of Consumer Protection's Division of Consumer Response and Operations. Among other things, my job involves the analysis of electronic information stored on computer systems and related data storage devices/media.

2. My formal education includes a master's degree in Statistics from Colorado State University and a bachelor's degree in Mathematics from Colorado State University. Since October 2021 I have been working as a Senior Data Analyst at the FTC, where my primary duty is to design and implement various analyses on provided data sets. I was employed by the Department of Veterans Affairs Office of Inspector General from March 2020 to October 2021 as a Lead IT Specialist, where I analyzed Department of Veterans Affairs data to support audits and investigations to uncover potential fraud, waste, and abuse. Previously I was employed by the FTC from November 2015 to March 2020 as a Program Analyst. From February 2019 to March 2020, I was detailed to the FTC's Bureau of Consumer Protection's Division of Consumer Response and Operations where I analyzed provided data sets and developed data visualizations using Consumer Sentinel data. From November 2015 to February 2019, I worked in the Office of the Chief Information Officer.

3. In the course of my employment, FTC legal staff ("Staff") asked me to analyze call log data that the FTC had obtained from Genesys Cloud Services, Inc. during an investigation of

USA Student Debt Relief. Of interest was the number of calls that matched to numbers on the Do Not Call Registry ("Registry"), the frequency of numbers called, any pattern of calls to Puerto Rico, and the call duration. The files I reviewed, and my analysis, are described below.

Data Analyzed

- 4. I conducted my analysis using the following datasets:
 - a. On March 11, 2024, Staff provided me a set of 59 comma separated files (.csv

format) containing call log data from Genesys Cloud Services, Inc., a call center software provider. Each file corresponded with a month between April 2019 and February 2024.

b. On April 18, 2024, Staff provided me with a list of phone numbers and area codes to exclude from the analysis. The list consisted of seven toll-free area codes and ten phone numbers that Staff had determined were associated with non-consumer entities.

c. On April 19, 2024, Staff and I met with representatives from Genesys Cloud Services, Inc., who explained the call log data fields contained in their files. As relevant here, the Genesys representatives communicated the following:

- The field name "fromnumber" represents the originating number (i.e., the number dialed from);
- ii. The field name "tonumber" represents the terminating number (i.e., the number called);
- iii. The field name "direction" represents the call direction (i.e., inbound or outbound);
- iv. The field name "invitetime" represents the date and time the call was initiated;

- v. The field name "byetime" represents the date and time the call was terminated; and
- vi. The field name "secondsofuse" represents the duration of the call in seconds.

Analysis Performed

5. I performed the following steps in conducting my analysis:

6. I first input the call log data into Python. Python is a high-level, interpreted, generalpurpose programming language, which can be used to store and analyze data. I routinely use Python to complete data analysis at the FTC and am familiar with its operation.

Upon input, I added a field to the data to represent which file the call log data came from.
 I then combined all the monthly call log data into one large dataset.

 As requested by Staff, I then kept only the call logs which had a direction of "OUTBOUND" as identified in the "direction" field.

9. Next, I reviewed the format of the "tonumber" field, or terminating number, from the combined call log data. DNC Registry ("Registry") phone numbers do not contain a country code in front of the area code and number. For numbers to be matched to the Registry, call log data phone numbers often need to be modified to match the 10-digit numerical format of numbers in the Registry. For all tonumbers that started with a "1" and were 11 characters in length, I removed the preceding 1 from the tonumber and saved the result in a new field called "phone_clean". For any tonumbers that started with a "+1", I removed the preceding +1 from the tonumber and saved the result in the "phone_clean" field. I also kept only number digits in the "phone clean" field.

10. Using the "phone_clean" field, I generated an area code for each number where the length of phone_clean was 10 by using the first 3 digits; this is contained in the added field "phone_area_code". If a phone_clean number did not have a length of 10, then "not valid" was entered as the area code.

11. As requested by Staff, I then kept only call logs where "phone_area_code" did not match any of the seven toll-free area codes in the exclude list as provided by Staff. Additionally, I then further limited the call logs to where "phone_clean" did not match any of the ten numbers in the exclude list as provided by Staff.

12. Next a "call_date" date field was added, which generates the date the call was placed from the field "invitetime"—the datetime field Genesys representatives had identified as reflecting the start time of the call.

13. A copy of the Registry resides on a SQL server database maintained by one of the FTC's contractors, Leidos. This contains registration records comprised of the following fields: phone_number, registration_date, grace_period_date, and delete_date. Grace_period_date is set at 31 days from the date the phone number was added to the Registry and is the date the applicable safe harbor period for the phone number ends. Phone calls made to Registry numbers after the registration_date but before the grace_period_date are not considered a "Registry hit". The call log data provided by Genesys included calls placed through February 16, 2024, so I used a copy of the database that included records with a registration_date through March 1, 2024.

14. Using Python, I accessed the Registry and used the generated "call_date" and "phone_clean" fields from the combined call log data for comparison to the applicable Registry fields. Each call log record is matched to the Registry and is considered a "Registry hit" when:

- a. The called number matches a phone number on the Registry;
- b. The call date is after the grace_period_date; and
- c. The call date is before the delete_date, or the delete_date is "9999-12-31", which indicates the record has not been deleted and is considered active.

15. The full combined call log data with the addition of whether the record is a Registry hit was exported and saved as a .csv file.

16. In addition to the Registry hit analysis, Staff requested the following summary data in aggregate as well as limited to Puerto Rico: first call, last call, count of area codes, number of unique numbers called from, minimum duration, maximum duration, average duration, median duration, frequency of calls to unique numbers, counts of calls of varying duration, the count of unique numbers called from, and the count of unique area codes called from. All duration calculations were derived from the field "secondsofuse"—the field Genesys representatives had identified as reflecting the duration of the call. I repeated the above processes outlined in items 9 and 10 on the "fromnumber" field, or originating number, to get cleaned fromnumbers as well as to generate area codes.

Conclusions

17. Based on the work outlined herein, I conclude as follows:

a. In aggregate, there were 753,210 total outbound calls reflected on the combined call logs after the filters discussed above were implemented. These outbound calls went to 126,014 unique phone numbers across 365 different numerical area codes.

b. Of the 753,210 total outbound calls, 140,886 (or 18.7%) are considered Registry hits, meaning that 140,886 calls were made to phone numbers that were listed on the Registry and were not within the 31-day grace period at the time the calls were placed.

c. The dates reflected in the invitetime field indicate that the calls were placed between 4/30/2019 and 2/16/2024. These calls were placed from 782 unique numbers across 241 unique numerical area codes.

d. The overall minimum call duration was 0 seconds, the overall maximum call duration was 8,481 seconds, the overall average call duration was 87.423 seconds, and the overall median call time was 12 seconds. Of the 753,210 total outbound calls, 614,361 (or 81.57%) had a call duration of one minute or less.

e. Of the 753,210 total outbound calls, 221,663 (or 29.43%) were placed to numbers with 787 or 939 area codes—the two area codes associated with Puerto Rico. These calls to Puerto Rico were placed from 86 unique numbers across 8 unique numerical area codes.

f. Across all calls placed by USA Student Debt Relief, 31.28% of the unique numbers called received six or more calls from USA Student Debt Relief. For numbers called with Puerto Rico area codes, however, 62.42% received six or more calls from USA Student Debt Relief.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 6, 2024. MEGAN BABUREK Digitally signed by MEGAN BABUREK Digitally signed by MEGAN Date: 2024.06.06 10:45:06 -04'00' Megan Baburek

FTC v. Start Connecting LLC et al. <u>Exhibits to Emergency TRO Motion</u>

<u>PX17</u>

Declaration of FTC Honors Paralegal Johana Mejia-Portillo

Volume II

DECLARATION OF JOHANA MEJIA-PORTILLO PURSUANT TO 28 U.S.C. § 1746

I, Johana Mejia-Portillo, hereby declare as follows:

1. My name is Johana Mejia-Portillo. I am over 18 years of age and I am a citizen of the United States. The facts in this declaration are known to me personally and, if called as a witness, I would testify to the matters set forth in this declaration.

I have been employed by the Federal Trade Commission ("FTC") in Washington,
 D.C. as a Paralegal Spealist in the FTC's Bureau of Consumer Protection, Division of Litigation
 Technology and Analysis since September 2023. My work address is 400 7th Street, S.W.,
 Washington, D.C., 20024.

3. As an Honors Paralegal, my duties include monitoring and investigating parties who are suspected of engaging in deceptive or unfair acts or practices in violation of Section 5 of the Federal Trade Commission Act, and other laws enforced by the FTC. As part of those duties, I am assigned to assist FTC case teams with interviewing and obtaining declarations from consumers who have submitted complaints to the FTC or other entities, including other state and federal agencies. Those complaints are maintained in Consumer Sentinel, which is a database maintained by the FTC of complaints received from consumers, directly or indirectly through law enforcement agencies; federal, state, local, and foreign agencies; and other organizations.

4. I speak English fluently and also have a professional working proficiency in Spanish. I am comfortable speaking, reading, and writing Spanish and translating documents from English to Spanish or Spanish to English.

5. In February 2024, I was assigned to work on the FTC's investigation of a student loan debt relief operation called USA Student Debt Relief ("USASDR"). As part of my work on that investigation, I interviewed consumers who had Spanish-language complaints in Consumer

Sentinel about USASDR or had submitted Spanish-language complaints to the Better Business Bureau of West Florida ("BBB") about USASDR. I conducted the interviews by phone in Spanish and collected and reviewed English- and Spanish-language documents that those consumers shared with me related to their experience with USASDR. Most of those consumers I interviewed reside in Puerto Rico. I also drafted English-language summaries of my conversations for staff to review and helped prepare consumers' Spanish-language declarations.

6. Below are summaries of interviews I conducted with four consumers¹ who spoke to me at length but did not ultimately provide signed declarations in time to be included as attachments to the FTC's filings:

a. Claudia: Around June 2023, Claudia received a call from an English-speaking USASDR representative after completing a questionnaire about her student loans on USASDR's website. She thought that USASDR was a legitimate company based on its official-sounding name. After telling the USASDR representative that she preferred to speak Spanish, he transferred her to Phillip Diaz, who told her in Spanish that he could help her apply for the Public Service Loan Forgiveness Program ("PSLF"). Mr. Diaz asked to log into her online Federal Student Aid ("FSA") account and requested that she share the one-time verification code that had been texted to her. Claudia expressed discomfort about giving him the passcode because the text message included a warning never to share it with anyone, but he told her he needed it in order to verify her eligibility. She provided it, and Mr. Diaz proceeded to reset her FSA password. Mr. Diaz also told her that she needed to pay an

¹ To protect these consumers' privacy, I have identified them by only their first name.

upfront fee of approximately \$150 to start the PSLF application and that she would need to continue making monthly payments of approximately \$200 for the next ten years, at which point her remaining loan balance would be forgiven. Claudia asked to prepay six months of loan payments, and Mr. Diaz agreed. Mr. Diaz then sent a contract for Claudia to sign that was written in English even though she is more comfortable with Spanish. A true and accurate copy of the contract that I received from Claudia, with personal information redacted, is attached as Attachment A. Claudia signed the agreement while on the phone with Mr. Diaz but did not read the agreement thoroughly because it was written in fine-print, English text and because she trusted it would match the terms that Mr. Diaz had presented. Claudia paid USASDR nearly \$2,000, which she believed would cover her student loan payments for the next six months. In August 2023 and then again in October 2023, Claudia received confusing English-language emails from Tatiana Montes at USASDR, each of which presented new and different payment terms for her loans. A true and accurate copy of these two emails that I received from Claudia, with personal information redacted, is attached as Attachment B. On October 18, 2023, Claudia received another confusing email from a USASDR employee named Jesse Garcia, explaining in Spanish that she would be charged \$9 per month and that the payments would not be reflected on her credit but would positively affect her credit report. A true and accurate copy of this email from Mr. Garcia that I received from Claudia, with personal information redacted, is attached as Attachment C. Shortly after

receiving those emails, Claudia called her loan servicer and learned that her loan balance had not changed despite her payment of nearly \$2,000 to USASDR. The loan servicer representative also informed Claudia that she did not need to pay anything to enroll in PSLF. Claudia proceeded to submit a complaint to the BBB and also emailed her complaint to various staff at USASDR. A true and accurate copy of the email to USASDR staff that Claudia provided me, with personal information redacted, is attached as Attachment D. Claudia ultimately spoke with Andrew Walker, who sent her a follow-up email after their conversation and attempted to dissuade her from terminating her relationship with USASDR or proceeding with her complaint. A true and accurate copy of the email from Mr. Walker that Claudia provided me, with personal information redacted, is attached as Attachment E. Claudia confirmed to me that she would have never provided her financial information to USASDR or agreed to their service if she had known that they were a thirdparty debt relief company that charged money simply to enroll her in a free program, or if she had known that her payment of nearly \$2,000 would not go toward her loan balance. Fortunately, Claudia was able to obtain a refund.

b. Aurea: Around June 2021, Aurea received an unsolicited Spanish-language phone call from a USASDR representative claiming that USASDR worked with the U.S. Department of Education ("ED") and wanted to help her while the company waited on Congress to approve President Biden's student loan forgiveness proposal. Because the USASDR representative already knew the specific amount she owed in student loans as well as other personal

information, Aurea believed it was a legitimate phone call. The USASDR representative explained that USASDR could obtain loan forgiveness for Aurea if she paid \$500, divided into five payments, followed by payments of \$9 per month. She provided the representative with her credit card information and agreed to enroll in the program. During the phone call, the USASDR representative sent Aurea an agreement written in English even though the phone call had been entirely in Spanish. Even though she has trouble understanding English, Aurea believed that USASDR was affiliated with the federal government and would help her obtain student loan forgiveness, so she signed the agreement. After some time passed without any further contact from USASDR, Aurea called ED and learned that USASDR does not work with the ED and that ED does not charge application fees. ED also advised her that they had received a loan consolidation application for her loans, and she asked ED to cancel the consolidation application. After calling her loan servicer to confirm what the ED had told her, Aurea asked her bank to stop any future payments to USASDR. USASDR representatives proceeded to contact her several times from a number with a Puerto Rican area code even after Aurea told them not to contact her. One of the USASDR representatives told her that if she did not make future payments, she would lose credit for all of her past payments.

c. Maria: Shortly after Maria called ED to discuss her student loans in or around December 2023, she received an unsolicited Spanish-language phone call from Phillip Diaz at USASDR. Maria had never heard of USASDR and has no

idea how USASDR obtained her phone number. Mr. Diaz claimed that USASDR worked with ED to help borrowers submit applications for loan forgiveness. Maria recalled seeing a page on ED's website about "student debt relief" and assumed, based on USASDR's name, that USASDR was affiliated with ED. Mr. Diaz proceeded to explain that USASDR could help Maria join the SAVE program, which would lower her monthly payments and interest rate. Mr. Diaz advised that Maria needed to pay a fee of about \$300-\$400, divided into several payments of less than \$100, in order to enroll in SAVE. followed by a low monthly monitoring fee. Based on the promises made by Mr. Diaz, Maria provided her credit card information and electronically signed the English-language agreement that he sent her. A few days later, Maria attempted to log into her online FSA account, but discovered that someone had changed her password and added a phone number that did not belong to her as the password-recovery contact method. After reading a page on ED's website about student loan scams, Maria proceeded to call USASDR to cancel her agreement.

d. Alexandra: During the student loan payment pause instituted in response to the COVID-19 pandemic, Alexandra received a Spanish-language call out of the blue from USASDR. Based on what the USASDR representative told her, Alexandra believed that USASDR was a liaison office with ED and that her loans had been transferred to USASDR. The representative claimed that USASDR could consolidate Alexandra's loans, which would reduce her interest rate and monthly payment amount. The representative explained that

Alexandra would need to pay an enrollment fee followed by \$9 monthly payments that Alexandra believed would be applied to her loans. Because Alexandra thought USASDR was affiliated with ED and in charge of her loans, she provided her credit card information and electronically signed the agreement that the USASDR representative sent her. Some time after signing the agreement, Alexandra received a letter from MOHELA stating that MOHELA was now her loan servicer. In September 2022, Alexandra received an email from Amy Turner, who informed Alexandra that her \$9 monthly payment had been declined. In response to Ms. Turner's email, Alexandra expressed confusion as to why she was still making payments if loan repayment remained suspended due to the COVID-19 pandemic. Ms. Turner responded by claiming that the pause on payments was one of the advantages of USASDR's program, and that the \$9 payments were actually monitoring fees charged by USASDR. Based on this representation, Alexandra told Ms. Turner that she authorized USASDR to continue collecting \$9 payments. A true and accurate copy of this email exchange that Alexandra provided me. with personal information redacted, is attached as Attachment F. Still later, after Alexandra's bank declined another payment to USASDR based on concerns that it reflected suspicious activity, Alexandra declined to make any further payments. USASDR representatives began calling Alexandra, including from Puerto Rican area codes, until Alexandra told them she would report USASDR to ED. Alexandra told me that she submitted a complaint to the FTC because her bank blocked her credit card multiple times, she did not

know where her \$9 payments were going, considering the payment pause, and USASDR never clarified what the \$9 payment was for.

7. All of the consumers I interviewed in Spanish appeared to have spoken with USASDR representatives over the phone mainly in Spanish. Many of these consumers also received multiple emails from USASDR in Spanish. Nonetheless, when they were directed to sign a contract with USASDR, all of the consumers appear to have been presented with an English-language form contract in substantially the same form as the document attached hereto as Attachment A. Although I have requested and obtained documents from multiple Spanishspeaking consumers who signed a contract with USASDR, none of them described or provided me with a Spanish-language version of the document attached as Attachment A.

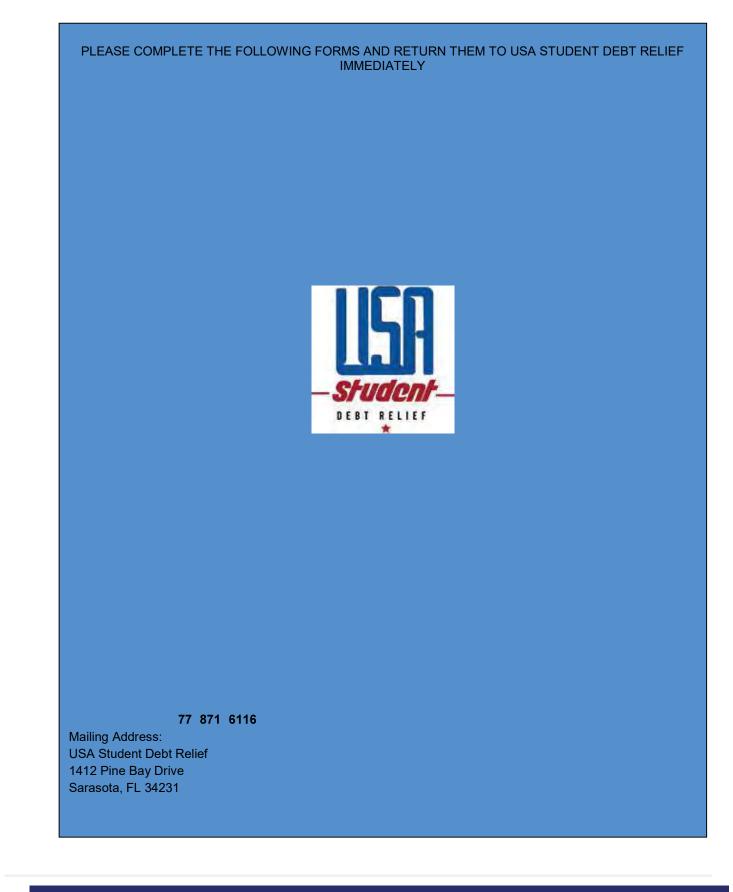
I state under penalty of perjury that the foregoing statement is true and correct.

Executed on July 7, 2024.

Johenn Mejia - Portillo

Johana Mejia-Portillo

DrDDddddd



1412 Pine Bay Drive • Sarasota, FL, 34231 • (877)-871-6116 •

Toll Free Phone

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SI	ERVICE AC	GREEM	ENT C	LIENT	VERI	IFICATION						- Student- DEBT RELIEF
Borr	ower's Name (Firs	st and Last N	Name)									
Socia	d al Security Numbe	er Cel	l Number		DOB (m	nm/dd/yyyy)	Pre	sent Add	ress (street, city, s	tate, ZIP		
Gro	ss Annual Income				USA St	udent Debt Relief F	ile Numbe	r	Tax Fili	ng Status		_
Cick		,							Mn	-		
					-							
Progr	am Type	Curren	t or Past Du	ue		Approx Weight	ted Interest I	Rate	Appro	k Monthly Payr	nent	Approx/Verified Balance
Т	otal Consolid	ated Bala	nce:				F	Program	Enrollment:			
	One-Time	Set-Up C	Cost:				Ν	Nonthly	Monitoring:			
	The Payment q	uoted is estim	ated and is	subject to cł	hange upon	DOE certification of in	come and lo	an balance	es: 100% Money Back	Guarantee of t	he Program Enrollm	ent if the DOE rejects application
Nam	e on Card				C]		Name	of Card (Masterca	d, Visa, Ame	erican Express, D	iscover Card)
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Cred	lit Card Number							Expirat	tion Date (mm/yy)		CW See	curity Code
Billin	ng Address (street	i, city, state, a	ZIP)				1			Enrollm	nent Fee Paid By	Monthly Monitoring Paid by
							1					
Ρ	rinted Name:	d										
S	ignature: (Claudi	a				[Date	06/20/2023			
	By signing	above:	l hereby	y authoi	rize US	A Student Deb	ot Relief	(COM	PANY) to initi	ate credit	entries to my	y (our) Credit card

By signing above: I hereby authorize USA Student Debt Relief (COMPANY) to initiate credit entries to my (our) Credit card account. COMPANY is sanctioned to debit the account(s) indicated on the information provided above, from the financial institution said account is established with, also identified above. This authorization is binding until COMPANY has received written notification to cancel from me (or person(s) representing party) stating the termination of this agreement in such manner, as define in the original agreement, to offer COMPANY reasonable opportunity to act as define upon it.

1412 Pine Bay Drive • Sarasota, FL, 34231 • (877)-871-6116 • Toll Free Phone

Mejia-Portillo Attachment A, Page 2 of 11

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 25 of 139 Page 0 687

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D	r D	D	d	d	d	ſ	d		
	Claudia							1412 Pine Bay Drive Sarasota, FL, 34231 Phone:877-871-6116	

1	Program Enrollment (One time fee to be parted into 1 payments)	6/30/2023	\$1,943.28
	1 of 1	6/30/2023	\$1943.28
		7/30/2023	\$29.00

The signature(s) provided below on this Complete Payment Authorization and Schedule Form authorizes payment on services rendered by USA Student Debt Relief (COMPANY). COMPANY is authorized to charge my account (listed in Section D on the Service Agreement Client Verification) in the amount listed above for the products/services that are outlined and enclosed in the invoice and agreement. I have discussed and understood the products/services in the invoice and agreement provided by COMPANY and recognizes these as the product/services provided by COMPANY. In the case of returned payment and /or chargeback, I (we) understand and accept that a fee will be applied and charged to my (out) account

Claudia	06/20/2023
Borrower Signature	Date
Co-Borrower Signature	Date

1412 Pine Bay Drive • Sarasota, FL, 34231 • (877)-871-6116 • Toll Free Phone

Mejia-Portillo Attachment A, Page 3 of 11

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STUDENT LOAN CONSOLIDATION AND REPAYMENT PLAN SERVICES

This Student Loan Consolidation and Repayment Plan Services Agreement (hereinafter the "Agreement") is made and entered into, on the date indicated below, between USA Student Debt Relief, a Florida Corporation ("Company") and Client (as stated on Service Agreement Client Verification Page), hereinafter referred to as ("Client") residing at address on Service Agreement Client Verification Page.

WHEREAS, the Company is in the business of arranging and processing Federal Student Loan Consolidation and Repayment Plan Applications through the US Department of Education ("DOE") for clients with qualifying Federal student Loans; and

WHEREAS, the Client wishes to employ Company to perform the following services ("Services"): (1) analyze Client's Federal Student Loan debt situation; (2) research potential debt restructuring or repayment options that are available to Client; (3) present Client with the results of such research; (4) prepare a Federal Student Loan Consolidation plan and application for Client; and optionally (5) continue to manage said repayment schedule on behalf of client by monitoring the file and providing the necessary paperwork to DOE or loan servicer on Client's behalf throughout the term of the loan to ensure that Client continues to receive the maximum benefits offered by the DOE program.

NOW, THEREFORE, in consolidation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1) SERVICES AND FEES

a) Services

Upon receipt of all information and verified documentation from Client and payment of the Enrollment Fee, Company will prepare the initial DOE paperwork and send said documents to Client for signature. Upon return of the signed documents to Company, the documents will be reviewed and processed for submission to the DOE. Company shall further monitor the application status with the DOE if Client elected such service on the Service Agreement/Client Verification form.

b) Fees for Services/Setup

There will be a one-time, non-refundable \$99 setup fee required to create client's account, including inputting client information, reviewing and researching available programs, and gathering of necessary documents. All processing of Client's account will begin the date that payment is accepted by Company. In exchange for services rendered by Company, Client agrees to pay to Company an Enrollment Fee of \$400. Said fee is to be paid as required on the attached Service Agreement Client Verification form. Company provides a 30 Day Full Satisfaction 100% money back guarantee of the Enrollment Fee only if the DOE rejects Client for a Federal Student Loan Consolidation or Repayment Plan. Notwithstanding anything herein to the contrary, upon expiration of the cancellation period as identified in this Service Agreement, there are no refunds or prorated refunds thereafter.

c) Payment and Processing Fees

Client hereby authorizes Company to deduct all payments due according to this contract from the financial institution (as listed on Service Agreement Client Verification Page) or such other financial institution that may be used by Client. In the event of Client's default of the obligations herein, Client authorizes Company to debit Client's account for the full amount due under this agreement. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by Company to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until Company has received written notice from Client of its termination in such time and such manner as to afford Company a reasonable

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opportunity to act. A fee/payment (whether paid by debt or other means) that is not honored by Client's financial institution for any reason will be subject to a \$20 service fee, the amount of which may be debited from Client's account by Company. Client agrees to pay an additional \$15 fee monthly if Client fails to provide Company with a valid financial institution account for automatic debits at any point after Company begins the consolidation and servicing process.

d) Limited Money Back Guarantee

No refunds will be given after Company has provided DOE paperwork to Client by mail or electronic delivery, or if Client fails to continue the process after the signing of this document. Company will reimburse the Enrollment Fee Payment if, and only if, the Client fails to receive a Federal Student Loan Consolidation or repayment plan through the Department of Education after reasonable efforts by both parties and is subject to the following conditions: (1) student loans that Client presents to Company are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted; (2) Client fully cooperates, is honest and timely in providing all information requested by Company and DOE; and (3) Client does not possess a characteristic that pursuant to DOE rules would disqualify Client from receiving a consolidation. All refund requests may be mailed to the following address: Attention: 1412 Pine Bay Drive, Sarasota FL 34231.

2) OBLIGATIONS OF COMPANY

Company's obligations are set forth in Section 1(a) hereinabove. Client hereby acknowledges that Company shall not be obligated to provide any services to Client other than those set forth above and in the Service Agreement Client Verification form. Subject to the terms and conditions of this Agreement, Company will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under this Agreement and applicable laws, to perform and fulfill all obligations to be performed and fulfilled under this Agreement.

3) OBLIGATIONS OF CLIENT

Client hereby affirms that Company has provided them with a counseling session with a Company Student Loan Counselor. Client acknowledges and warrants to Company that he / she/ they will, at all times, provide Company with information and documents that are complete, accurate, and true to the best of their knowledge and belief. The Client shall pay all sums due to the Company promptly and in accordance with the terms of this Agreement. Time shall be the essence in respect of the payment of all such sums. Client shall cooperate with Company and provide all reasonable assistance to Company in order to allow for Company to provide the Services hereunder. Client acknowledges that such cooperation and assistance is necessary to enable Company to perform the Services.

4) LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of Company, Company's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Company from Client pursuant to this Agreement.

5) RIGHT OF CLIENT TO CANCEL

a) Notice of Right to Cancel

Company provides Client with the right to cancel this Agreement, without cost to Client, within 30 business days of the date Client executes this Agreement. If Client cancel's this Agreement within the 30 day period, all funds paid by Client to Company (other than the non-refundable set

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up fee) will be returned to Client. Upon expiration of the cancellation period, there will be no refunds other than those outlined in Section 1(d) herein.

b) Notice of Cancellation

If Client decides to cancel this Agreement, you may do so by notifying Company in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing the document.

Please email or mail to:

info@USAsudentdebtrelief.com

Mail: 1412 Pine Bay Drive, Sarasota FL 34231

If Client cancels via mail, Company must receive the above notice at the stated address, no later than midnight of the 30th business day, following the date of Client's execution of this Agreement. Sunday is not considered a business day. If Client emails a written notice to cancel; it must be delivered to the above email address in the same time-frame as mail.

6) INDEMNIFICATION

a) Client hereby agrees to defend and hold harmless Company from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representation and warranties herein contained. This Agreement constitutes the entire agreement between the parties. Company makes no warranty, express, or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against Company, its officers, directors, employees, agents, brokers, and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of Company or Client's failure to follow any recommendation of Company, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination.

7) CROSS-REFERENCES

All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

8) TIME IS OF THE ESSENCE

With every provision of this Agreement, time is of the essence. Once initial and pertinent paperwork has been received, processing will begin. Company will always perform services with efficient time management. Please be advised that Federal Student Loan Applications rely on the relevant lenders for prompt service and Company cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the Department of Education (DOE) is 90 days, the period of time required may be prolonged contingent on any services rendered by relevant lenders or DOE.

9) ELECTRONIC SIGNATURES

The parties mutually understand and agree that electronically signed signatures of this Agreement shall be deemed an original for all lawfully enforceable purposes. Client agrees, unless specifically requested otherwise, that by entering into transactions with Company, Client affirms consent to receive, in an electronic format, all information, copies of agreements and correspondence from Company and to also send information in an electronic format unless previously agreed upon in writing with Company. Client consents and agrees that Company may provide all disclosures, periodic statements, notices, receipts, modifications, amendments, DrDDddddd

and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client reserves the right to receive a paper copy of any of these electronic records, if applicable law specifically requires Company to provide such documentation. Client's consent may be withdrawn at any time upon Company's receipt of such withdrawal. Withdrawal of consent will decrease the speed of completion of transactions and delivery. To inform Company of a decision to; withdraw consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update your information you may send an email to info@USAstudentdebtrelief,com; call us at: 1-877-871-6116, or mail a letter to the following address: USAstudentdebtrelief, 1412 Pine Bay Drive, Sarasota FL 3423.

10) COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11) NO TAX OR LEGAL ADVICE PROVIDED

Company and its agents do not and will not provide tax or legal advice. Client is advised to consult with a lawyer, accountant, or tax advisor regarding the tax and legal consequences of participation in any program.

12) THIRD PARTY AUTHORIZATION FORM

The attached Third Party Authorization Form will serve to acknowledge that Client has authorized Company to act on their behalf to review and prepare applications and perform the Services. Client hereby authorizes Company to verify all of Client's past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to perform services or process Clients Federal Student Loan Consolidation or Repayment Plan Application. It is understood that a copy of this form will also serve as authorization. The information Company obtains will only be used for the Services prescribed in this Agreement.

13) NOTICES AND CONSENT GIVEN

Company records and archives all incoming and outgoing telephone calls. Client hereby consents to such recordings and/or monitored phone calls for quality assurance purposes. Client understands that Company will need to contact Client for various servicing issues throughout the consolidation period and subsequent servicing timeframe, and Client consents to allow Company to contact Client via Client's e-mail address and any telephone numbers that Client has provided to Company. Client understands and consents that Company has the right to assign or sell Company's servicing portfolio, and that the assignee/buyer must be bound by all provisions of this Service Agreement between Client and Company.

14) COMPLAINT POLICY:

The Company's goal is to provide exceptional service to our clients. While every effort is taken to ensure we treat our clients in a fair, courteous, and honest manner, we are also subject to error. We believe that our clients have the right to voice their opinion and the right to have their complaints addressed. We also believe that a successful organization must be willing to evolve in order to meet the needs of its clients. Therefore, we have established a complaint process for clients who are unsatisfied with the service or treatment they receive. How to send in a complaint: In the event you are unsatisfied with our service, please direct your comment or complaint with the employee or team responsible. If the individual employee cannot resolve the matter, we will engage the relevant manager or director to try to resolve the matter. We will always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution provided, you may then notify our Compliance Officer in writing at:

E-mail address: info@USAStudentdebtrelief.com

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Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please include the following in your written correspondence. A clear description of the complaint and any suggestions you may have that would resolve your grievance. Details of any relevant information relating to any contacts you may previously have had with Company on this subject. Whether it is n original complaint, or a follow-up to a reply you were not satisfied with. Your complete contact information (including full postal address, telephone number, and e-mail address) and your date of birth (for verification purposes). The Company strives to resolve all complaints as quickly and efficiently as possible. Client can expect to receive a response from Company within 10 business days after submitting a complaint. If Client's case is particularly complex and cannot be resolved within 10 days, Company will provide Client with an estimated time in which to receive a response.

15) DISPUTE RESOLUTION; GOVERNING LAW; VENUE

This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Florida. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this Agreement or the transactions contemplated hereby must be brought either in the courts sitting in Sarasota County Florida, or in the United States District Court for the Central District of Florida in Tampa and by execution and delivery of the Agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

16) SEVER ABILITY

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect.

17) FORCE MAJEURE

Neither party shall be responsible or liable to the other party for delays or failures (including any delay by the Company to make progress in the provision of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of the United States Government and any of its agencies and branches.

18) HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for convenience only and shall not in any way affect the interpretation of the provisions of this Agreement.

CLIENT(S), BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHAGE FOR THE ENROLLMENT FEE PAYMENT FOR COMPANY'S SERVICES. COMPANY IS NOT A LENDER OR SERVICER OF ANY SORT, DURING THE PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE BENEFIT FROM THE SURVICES THAT COMPANY INTENDS TO PROVIDE HEREUNDER. CLIENT FURTHER ACKNOWLEDGES THAT COMPANY, AND/OR ANY OF ITS AGENTS HAVE PROVIDED NO GUARANTEES TO CLIENT OF A SPECIFIC OUTCOME, AND A POSITIVE OUTCOME CANNOT BE GUARANTEED. CLIENT HAS BEEN ADVISED THAT ALL INFORMATION REQUIRED FOR CONSOLIDATING OR QUALIFYING FOR A REPAYMENT PLAN FOR THEIR LOANDS AND/OR GARNISHMENT LOAN IS AVAILABLE TO THEM DIRECTLY AT NO COST THROUGH THE DEPARTMENT OF EDUCATION AND HAS DECODED ON THEIR OWN ACCORD TO PROCEED WITH THE SERVICES PROVIDED BY, AND THE ASSISTANCE OF, COMPANY. CLIENT UNDERSTANDS COMPANY DOES NOT OR WILL NOT PAY CLIENT STUDENT LOAN. COMPANY'S

Mejia-Portillo Attachment A, Page 8 of 11

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SERVICES AND PROGRAM HAS BEEN EXPLAINED IN FULL AND TO CLIENT'S SATISFACTION. CLIENT IS FULLY AWARE AND UNDERSTANDS WHAT CLIENT IS ENROLLING IN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Agreed to and accepted by:

COMPANY

CLIENT

d

Printed Name: USA Student Debt Relief Printed Name: ____

THIRD PARTY AUTHORIZATION

TO: ANY AND ALL OF MY STUDENT LOAN CREDITORS:

I, hereby duly authorize, empower and appoint Company, its agents and representatives, permission to perform any acts necessary or convenient on my behalf, including but not limited to, the following:

1. Prepare, sign, and file any documents pertaining to my student loans with any governmental body or agency, represent me in all student loan matters including: negotiating, compromising, or settling any matters with said government agencies, and communicate on my behalf as I would were I present and acting with any and/or all of my federal student loan providers

2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, including but not limited to: the balance of my account, payment history verification of the account and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide Company is true and accurate.

3. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, to communicate directly with Company concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act. I further request that all of my lenders direct all further telephone calls to:

Company of 1412 Pine Bay Drive, Sarasota FL 34231; 1-877-871-6116. Any and all communications directed to me will be referred to Company and per my instruction lenders and servicers should only deal directly with Company. I understand that Company is not a law firm, is not licensed to practice law or provide legal advice, and that I will not request or accept, any legal advice from Company relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against Company relating to the practice of law.

I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the Company program.

I agree that any electronic copy of my signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Third Party Authorization shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

This Third Party Authorization granted to Company shall remain in force unless it is rescinded or modified in writing or upon _____

Client Signature: <u>Claudia</u>

Date: _____

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NOTICE OF RIGHT TO CANCEL

1. YOUR RIGHT TO CANCEL:

USA Student Debt Relief (USASDR) is in the business of providing student relief services for our CLIENT(S). CLIENT(S) have signed and agreed to the terms and conditions of the above AGREEMENT. USASDR is providing CLIENT(S) with the right to cancel the AGREEMENT, without cost; within thirty (30) business days of the date CLIENT(S) signed the original AGREEMENT.

If CLIENT(S) cancels the AGREEMENT within this 3\thirty (30) day period, the funds will be returned to CLIENT(S). USASDR will return any funds CLIENT(S) paid, except the non-refundable \$99 set up fee to USASDR and/or to anyone else in connection with the AGREEMENT. Upon expiration of the cancellation period, as identified in this Service Agreement, there will be no refunds.

2. HOW TO CANCEL:

If you decide to cancel this AGREEMENT, you may do so, by notifying us in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing this document.

Please email to:

Email: info@USAStudentdebtrelief.com

Or mail to:

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

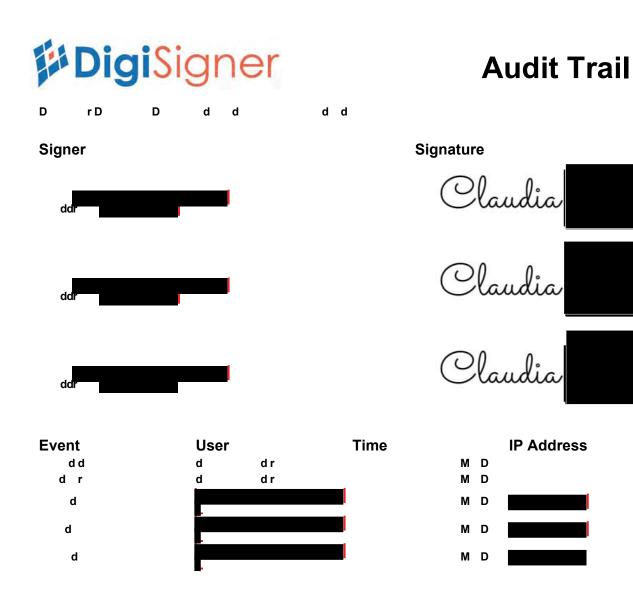
Please note if you cancel via mail, we must receive the above notice at the below-address, no later than midnight of the thirtieth (30) business day, following the date of your signing the Agreement. Sunday is not considered a business day. If CLIENT(S) fax and/or hand-deliver a written notice to cancel; it must be delivered to the above address not later than that timeframe.

Client Signature:

Printed Name: _____

Date: _____

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 33 of 139 Page 19 of 35 Page 19 of 35





CLAUDIA, HERE IS YOUR STUDENT LOAN IDR APPROVAL - USA STUDENT DEBT RELIEF

2 messages

tatiana.m@usastudentdebtrelief.com <tatiana.m@usastudentdebtrelief.com> To: Thu, Aug 31, 2023 at 6:13 PM



		_
Greetings,	Mrs.	

File # E106166

This is Tatiana Montes, with the Processing Department at USA Student Debt Relief. We hope you are doing well.

CONGRATULATIONS – Your Student Loan Forgiveness Program has been APPROVED! The following are your repayment plan details:

- PROGRAM: Pay as you earn
- SERVICER: Mohela
- MONTHLY PAYMENT AMOUNT: \$7.31 towards your student loans + \$29.00 a month
- EXPIRATION DATE: 08-23-2024
- RECERTIFICATION: June 2024

About 2 or 3 months prior to your program expiration date, we will contact you letting you know that you are due to recertify (we will complete a new application and you must provide updated income documentation). If needed.





Tatiana Montes

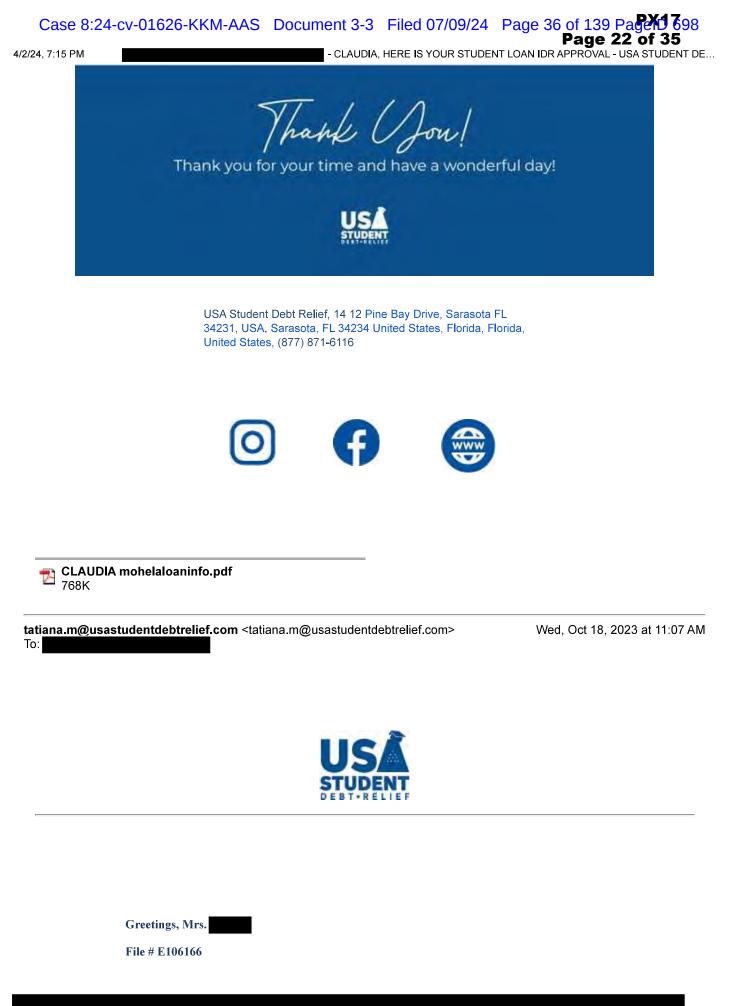
Account Manager Phone: (877) 871-6116 Ext. 137 Direct: (941) 289-3641 Email: tatiana.m@usastudentdebtrelief.com www.usastudentdebtrelief.com

If you have any questions, please call us back at following number:

(941) 479-0917 🔊

Best regards,

IMPORTANT INFORMATION: This email is intended only for the person(s) named in the message header. This message (including any attachments) may contain confidential, proprietary, privileged and/or private information exempt from disclosure under applicable law. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please, notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.



4/2/24, 7:15 PM

- CLAUDIA, HERE IS YOUR STUDENT LOAN IDR APPROVAL - USA STUDENT DE...

This is Tatiana Montes, with the Processing Department at USA Student Debt Relief. We hope you are doing well.

CONGRATULATIONS – Your Student Loan Forgiveness Program has been APPROVED! The following are your repayment plan details:

- PROGRAM: Pay as you earn
- SERVICER: Mohela
- MONTHLY PAYMENT AMOUNT: \$147.08 towards your student loans + \$29.00 a month
- EXPIRATION DATE: 08-23-2024
- RECERTIFICATION: June 2024

About 2 or 3 months prior to your program expiration date, we will contact you letting you know that you are due to recertify (we will complete a new application and you must provide updated income documentation). If needed.

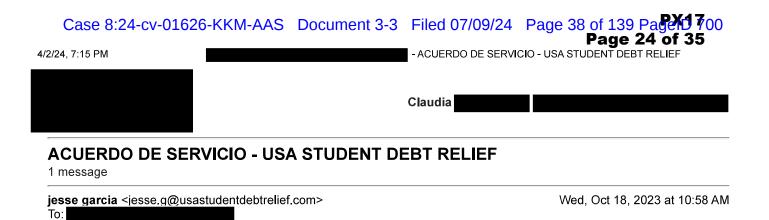


Tatiana Montes

Account Manager Phone: (877) 871-6116 Ext. 137 Direct: (941) 289-3641 Email: tatiana.m@usastudentdebtrelief.com www.usastudentdebtrelief.com

[Quoted text hidden]

CLAUDIA mohelaloaninfo.pdf 768K





Saludos, Sra. Expediente # E106166

Le escribe Jessy Garcia, del Departamento de Procesamiento de USA Student Debt Relief. Espero que este mensaje lo encuentre bien.

Agradecemos la confianza que está depositando en nosotros para ayudarle con sus préstamos universitarios federales.

Adjunto le envío su Service Agreement (contrato), en él que podrá revisar los términos y condiciones del proceso de aplicación e inscripción a los programas de perdón de créditos estudiantiles federales (IDR), también encontrará en la página 3 reflejado el valor de sus próximos pagos que corresponden a \$9.00 mensuales por su cuota de monitoreo con nosotros.

Tenga presente que usted no está realizando pagos hacia su crédito, razón por la cual su deuda se verá reflejada en su crédito hasta el término de su programa. Sin embargo mientras permanezca en el programa el estado de su deuda se verá "Al día", afectando positivamente su reporte de crédito.



Si tiene alguna duda o inquietud, por favor contáctenos al siguiente número:

(941) 479-0917 🔊

Cordialmente,



Jesse Garcia

Account Manager Phone: (877) 871-6116 Ext. 140 Direct: (941) 677-5965 Email: jesse.g@usastudentdebtrelief.com www.usastudentdebtrelief.com

Graciay!

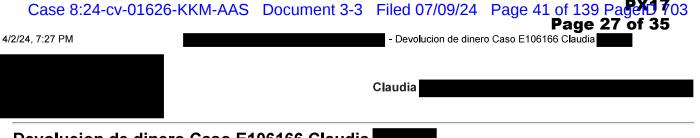
Muchas gracias por su colaboración. Le deseo un feliz día!



USA Student Debt Relief, 14 12 Pine Bay Drive, Sarasota FL 34231, USA. Sarasota, FL 34234 United States, Florida, Florida, United States, (877) 871-6116



☑ USA+Student+Debt+Agreement+-+CC (23).pdf 1744K



Devolucion de dinero Caso E106166 Claudia

6 messages

Claudia

Thu, Oct 19, 2023 at 7:46 AM

To: phillip.d@usastudentdebtrelief.com, phillip.g@usastudentdebtfelief.com, tatiana.m@usastudentdebtrelief.com, jesse.g@usastudentdebtrelief.com

Sr Phillip Gutierrez.

Me dirijo a usted y copio en mi correo a los funcionarios de su empresa con quienes me he comunicado.

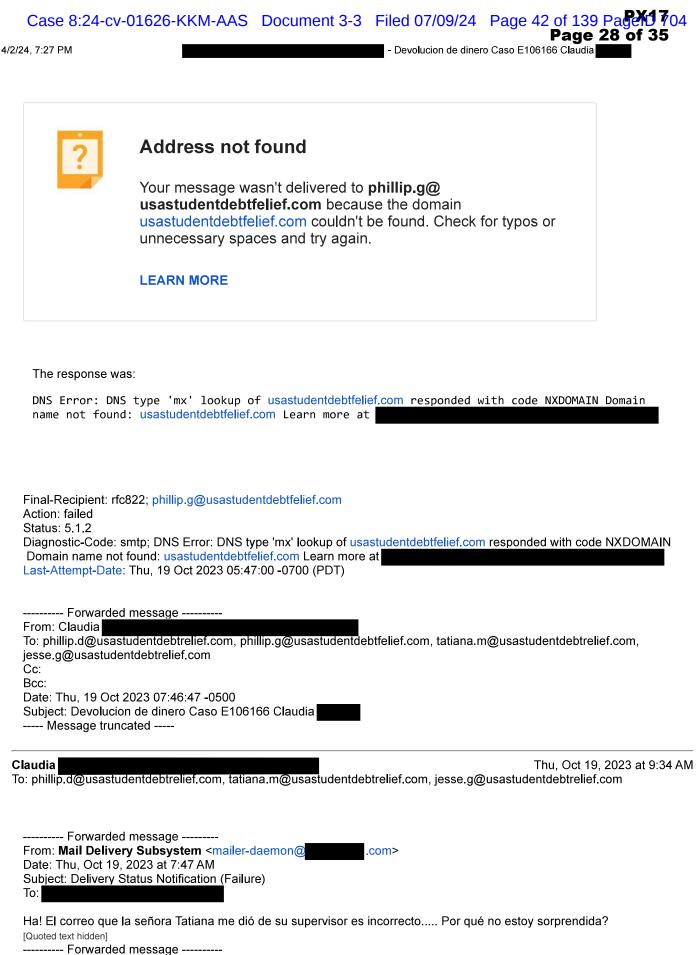
Terminé mi maestría en mayo 2022 y empecé a buscar la manera de pagar el préstamo que adquirí con el gobierno. Un amigo me habló del "Student Relief Program" para servidores del gobierno y entonces vi una publicidad de USA student debt relief. Escribí un mensaje y en seguida un agente me contactó y yo le pedí que me contactara con un agente en español que en este caso es el señor Phillip Díaz. Me empezó a hablar del plan de pago, pero nunca, nunca me dijo que el representaba a una compañía intermediaria. El señor Philip Díaz me envío correos pidiéndome documentación para inscribirme en el plan, me envió una estimación de cuanto sería mi pago mensual. Paso seguido, crevendo yo que el señor Philip estaba representando directamente el plan del gobierno, le manifesté que tenía unos ahorros y que estaba interesada en pagar mis cuotas del préstamo hasta diciembre. Nuevamente, el señor Díaz nunca me habló de un fee de representación, si él lo hubiera hecho desde el comienzo, yo no habría aceptado la ayuda porque no tengo presupuesto para pagar un intermediario más una cuota de mi préstamo. Hice el pago de \$1.844.00, crevendo que estaba pagando las cuotas de mi préstamo hasta diciembre. El 31 de agosto, recibí un correo de la señora Tatiana Montes, felicitándome porque había sido aceptada en el programa, que mi deuda había sido transferida a Mohela y mi mensualidad era de \$7.31 por el préstamo + \$29.00 mensuales. Este valor me sorprendió, e inmediatamente decidí contactar al señor Díaz quien no respondió mis mensajes ni mis llamadas. Acto seguido, recibí una correspondencia de Mohela, explicando mi pago mensual de \$147.08. Sorprendida con el recibimiento del recibo, porque yo ya había pagado mis cuotas hasta diciembre, me comuniqué directamente con Mohela, comunicación que no es fácil porque los tiempos de espera para una llamada son muy extensos. Después de varios intentos, me comuniqué con una funcionaria, quien me explicó mis pagos, me ayudó a ingresar al sitio web y me informó que no había ningún pago de mi parte en Mohela. Me explicó también que yo no había necesitado de un intermediario para acceder al programa y que había escuchado que personas inescrupulosas estaban engañando a los deudores de crédito estudiantil, haciéndoles pagar un fee, cuando ingresar al programa de "Debt Relief" es gratuito. Finalmente me comuniqué con USA student debt relief, esta vez la persona que me atendió fue el señor Jesse García quién me comunica que su empresa en este momento no tiene licencia para trabajar con el estado de Minnesota, que es donde yo vivo. Nuevamente, si yo hubiera sabido que USA student debt relief, era una compañía intermediaria y que me iban a cobrar un fee, no hubiera accedido a pagar mi dinero. Finalmente logré comunicación con el señor Díaz quien me asegura que si su empresa no hubiera enviado mi documentación y no hubiera hecho el trámite por mi, yo no hubiera tenido la cuota que me aprobaron y que nunca hubiera podido contactar a Mohela. Nuevamente me comuniqué con Mohela y la funcionaria que atiene mi llamada, me informa que la información que me da el señor Díaz no es cierta, que una persona natural puede hacer el trámite que es muy sencillo y que yo hubiera obtenido la misma respuesta si hubiera hecho el trámite. Mi pretensión es que se me devuelva mi dinero ya que me siento asaltada en mi fe, y según la información que me dio ayer el señor Díaz a través de una llamada telefónica, sigo pensando que no es posible que me hayan cobrado \$1.844.00 por un pago de 5 meses por hacer un trámite sencillo que no se demoró más de 2 mesed y que yo hubiera podido hacer.

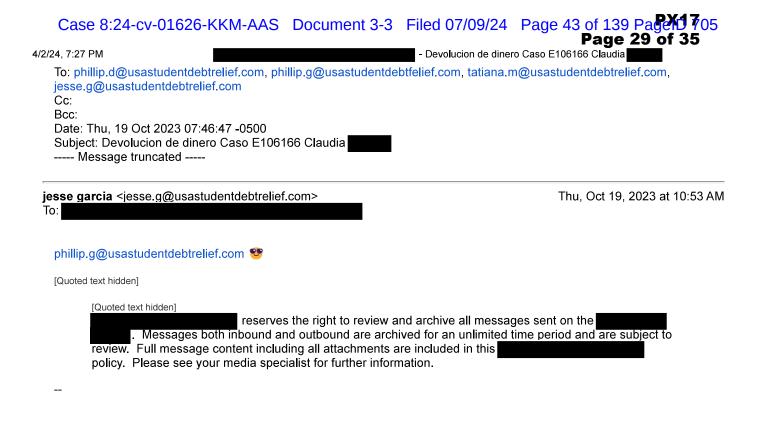
Quiero que sepa que ya presenté 2 quejas diferentes en línea, una con una página del gobierno directamente y otra con un sitio web que recibe quejas especificamente de los trámites que su compañia realiza.

Quedo en espera de una pronta y efectiva respuesta.

.com>

Thu, Oct 19, 2023 at 7:47 AM







Jesse Garcia

Account Manager Phone: (877) 871-6116 Ext. 140 Direct: (941) 677-5965 Email: jesse.g@usastudentdebtrelief.com www.usastudentdebtrelief.com

Claudia To: info@usastudentdebtrelief.com Thu, Oct 19, 2023 at 11:15 AM

------ Forwarded message ------From: **Claudia** Date: Thu, Oct 19, 2023 at 7:46 AM Subject: Devolucion de dinero Caso E106166 Claudia [Quoted text hidden] [Quoted text hidden]

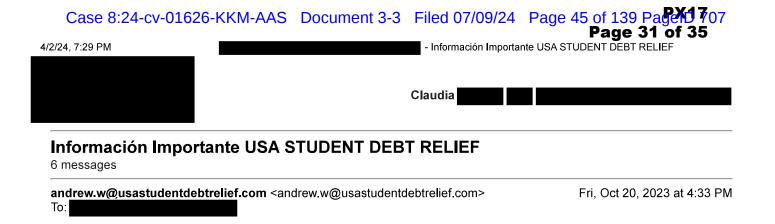
Claudia

To: phillip.g@usastudentdebtrelief.com

Thu, Oct 19, 2023 at 11:15 AM

------ Forwarded message ------From: **Claudia** Date: Thu, Oct 19, 2023 at 7:46 AM Subject: Devolucion de dinero Caso E106166 Claudia To: <phillip.d@usastudentdebtrelief.com>, <phillip.g@usastudentdebtfelief.com>, <tatiana.m@usastudentdebtrelief.com>, <jesse.g@usastudentdebtrelief.com>





Soy Andrew Walker, Operations Manager en **USA Student Debt Relief**, la compañía que ayuda con la solicitud para los programas de consolidación y de repago para préstamos estudiantiles que ofrece el DOE. Esperamos que este mensaje

Nuevamente gracias por el tiempo al teléfono, ante todo y las diferencias, es grato se puedan conversar los impases y se pueda llegar a determinaciones que para todos en nuestra compañía son de aprendizaje. Quisiera reconfirmar entonces mis datos de contacto, ya escalé el tema del pago del reembolso para entender cómo sería la mejor forma. Espero tener para esto tener una respuesta a más tardar el día lunes, por favor no dude en contactarme +1 941-867-0975.

Aprovecho para invitarle a visitar nuestro sitio web https://usastudentdebtrelief.com/, donde podrá encontrar que somos una empresa con un numeroso grupo de asesores expertos, logrando así más de 5,000 clientes registrados en diferentes programas de repago y disfrutando de estos beneficios. Además, este es el enlace oficial de la FSA https://studentaid.gov/manage-loans/repayment/plans/income-driven, donde encontrarás toda la información y beneficios de los programas. Lo que ofrecemos como empresa, es un grupo de expertos en el proceso de solicitud y aprobación de los programas de planes definidos por ingresos y todos nuestros canales de atención están enfocados en resolver cualquier duda o problema que pueda tener su proceso.

Saludos cordiales,

E106166

Claudia

le encuentre bien.

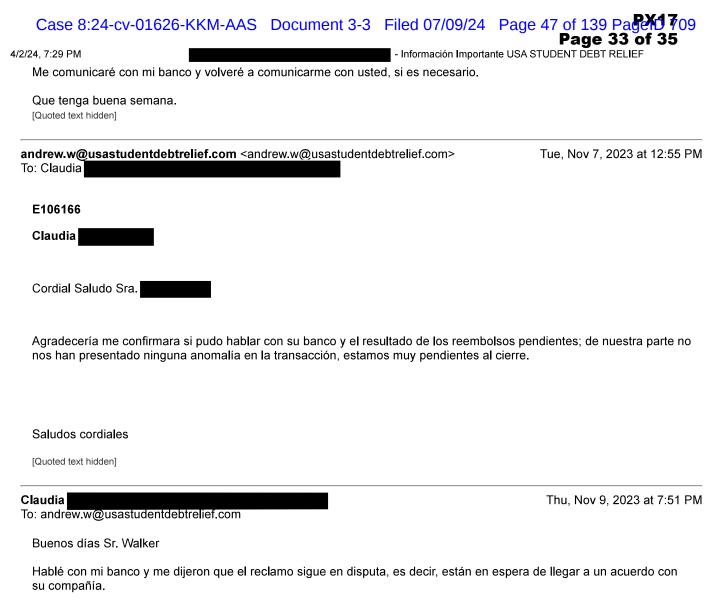


Andrew Walker

Operations Manager Email: andrew.w@usastudentdebtrelief.com www.usastudentdebtrelief.com

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24, 7:29 PM - Información Import	Page 32 of 35 tante USA STUDENT DEBT RELIEF
c: andrew.w@usastudentdebtrelief.com	Thu, Oct 26, 2023 at 12:17 PM
Buenas tardes Andrew,	
Muchas gracias por su llamada y por contactarme a través de este medio. Sigo en devolución del dinero que espero se haga lo antes posible.	espera de la confirmación de la
Feliz tarde. [Quoted text hidden]	
ndrew.w@usastudentdebtrelief.com <andrew.w@usastudentdebtrelief.com> īo: Claudia</andrew.w@usastudentdebtrelief.com>	Fri, Oct 27, 2023 at 9:44 AM
E106166	
Claudia	
Buenos días Sra.	
Gracias por su seguimiento y paciencia, efectivamente el reembolso pudimos ejecu no encontramos respuesta positiva por parte de nuestro procesador financiero a nu que debimos reembolsar cada uno de estos pagos. El trámite que continua sería el financiera en realizar el reintegro. Le pido hacerle seguimiento con ellos y si necesit parte, no dude en hacérmelo saber.	estra petición de un solo pago, así tiempo que tome su entidad
Como le informé, para nosotros es importante mantener una relación honesta con r pactamos en nuestra inscripción y acuerdo de servicios. Por esto adelantamos este evitar queden malos entendidos ante las reclamaciones que fijan en nuestros portal creciendo de la mano de nuestros clientes y lograr obtengan estos beneficios federa	e tipo de reintegros in problema para les. Nuestra única meta es seguir
Quedo atento a su confirmación o cualquier adicional para dar seguimiento.	
Saludos,	
[Quoted text hidden]	
reserves the right to review and archive all messages see Messages both inbound and outbound are archived for an unlimited time period and content including all attachments are included in this for further information.	ent on the second second second . d are subject to review. Full message licy. Please see your media specialist
ciaudia	Mon, Oct 30, 2023 at 7:06 AM
Señor Walker,	



Agradezco su comunicación y le estaré comunicando cuando el dinero se haga efectivo en mi cuenta.

Feliz día. [Quoted text hidden] From:AlexandraTo:Mejia-Portillo, JohanaSubject:Fwd: PAGO DECLINADO - USA STUDENT DEBT RELIEFDate:Wednesday, April 10, 2024 4:38:18 PMAttachments:image001.png

Saludos encontré esta última Conversación en mi email.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Alexandra Fecha: 7 de septiembre de 2022, 9:27:09 p. m. GMT-4 Asunto: Re: PAGO DECLINADO - USA STUDENT DEBT RELIEF

Si ya autorice el pago en el banco.

Enviado desde mi iPhone

El 09/07/2022, a la(s) 9:20 a.m., amy.t@usastudentdebtrelief.com escribió:

Muy buen día Sra. **The second**, sí su nuevo servidor es Mohela, nosotros hicimos todo el proceso de consolidación de sus prestamos con ellos. Con respecto a los pagos detenidos hasta diciembre, son los pagos directos hacia sus préstamos, pero por las misma razón de que usted está en un programa de perdón, no debe volver a realizar pagos directos hacia sus préstamos, es una de las ventajas. Los pagos de \$9.00 son pagos de monitore hacia nosotros por mantenerla activa en el programa mes a mes y cada año recertificarla. Si tiene mas dudas o inquietudes no dude en comunicarse con nosotros. (941) 479- 0917

De igual manera, déjenos saber si autoriza el pago nuevamente el día de hoy por sus \$9.00. Que tenga un excelente día.

De: Alexandra **Enviado el:** miércoles, 7 de septiembre de 2022 6:14 a.m. **Para:** amy.t@usastudentdebtrelief.com

Asunto: Re: PAGO DECLINADO - USA STUDENT DEBT RELIEF

Buenos días. Si me comuniqué con mi banco y se supone que pueden hacer el débito. Sigo un poco confundida porque en un comunicado que me enviaron indica que los pagos de préstamos serán detenidos hasta diciembre y que una nueva agencia de nombre Mohela tendrá a cargo el mismo.

Enviado desde mi iPhone

El 09/06/2022, a la(s) 4:39 p.m., amy.t@usastudentdebtrelief.com escribió:

Buen día Sra. **Securito Securito Securito Securito Securito Securito Securito Securito Securito Securito Securita Securi**

Por favor déjenos saber sí está bien para nosotros correr el pago nuevamente al número (941)-219-5618 o puede responder a este email.

Gracias y le deseo un buen día!



IMPORTANT INFORMATION: This email is intended only for the person(s) named in the message header. This message (including any attachments) may contain confidential, proprietary, privileged and/or private information exempt from disclosure under applicable law. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please, notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.<u>s</u>

FTC v. Start Connecting LLC et al. Exhibits to Emergency TRO Motion

<u>PX18</u>

Declaration of FTC Investigator Amber Williams

Volume II

DECLARATION OF AMBER WILLIAMS PURSUANT TO 28 U.S.C. § 1746

I, Amber Williams, hereby declare as follows:

1. My name is Amber Williams. I am a United States citizen and over eighteen years of age. I am employed as an investigator with the Federal Trade Commission ("FTC" or "Commission"), a position that I have held for approximately 5 years. My office address is 230 South Dearborn Street, Room 3030, Chicago, IL 60604. Since November 2023, I have been a Certified Fraud Examiner ("CFE"). The CFE certification is awarded by the Association of Certified Fraud Examiners. To become a CFE, I had to pass an exam which tested four subject areas: (1) fraud prevention and deterrence; (2) fraudulent financial transactions; (3) fraud investigations; and (4) legal elements of fraud. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I would testify to the same.

2. As part of my duties, I research, monitor, and investigate parties who are suspected of engaging in deceptive or unfair acts or practices in violation of Section 5(a) of the Federal Trade Commission Act and other laws or rules enforced by the FTC, including the Telemarketing Sales Rule, 16 C.F.R. Part 310. I gather information and review documents, financial records, and other evidence in connection with FTC investigations and federal court litigation. I am also a custodian of documents and records obtained by the FTC during the course of investigations to which I am assigned. In my capacity as an investigator, I also routinely pose as a consumer who is not affiliated with the FTC, and I am authorized to record telephonic conversations with parties suspected of violating the FTC Act, and the rules the FTC enforces.

3. In the course of my employment, I have been assigned to participate in the FTC's investigation of Start Connecting LLC, also doing business as USA Student Debt Relief

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 52 of 139 Page 2 of 89

("USASDR"); Start Connecting SAS, also doing business as USA Student Debt Relief; Douglas Goodman; Doris Gallon-Goodman; and Juan Rojas (collectively, "Defendants"). As part of the FTC's investigation of Defendants, and pursuant to Section 20 of the FTC Act, 15 U.S.C. § 57b-1, the Commission issued Civil Investigative Demands ("CIDs") to third-party entities having information relevant to the investigation. I am one of the custodians of documents produced pursuant to the CIDs issued in this investigation. As a custodian, I downloaded some of the responsive productions that FTC staff received via email or secure file transfer link and saved them to a secure FTC server.

 Throughout this declaration and in its attachments, information that would reveal undercover identities and accounts used and controlled by the FTC has been redacted.
 Additionally, information that constitutes or would reveal sensitive personally identifiable information has been redacted.

WEBSITE CAPTURES

5. On September 18, 2023, using an FTC computer, I visited USASDR's website at www.usastudentdebtrelief.com. I captured the home page of the website using a software program called "WebPreserver," which I routinely used for purposes of capturing the web and social media pages described in this declaration. Attached hereto as **Williams Attachment A** is a true and correct copy of the USASDR website home page I captured on September 18, 2023. The home page lists USASDR's address as 1412 Pine Bay Drive, Sarasota, FL 34231; its telephone numbers as 1-941-479-9401, 1-877-871-6116, and 1-939-230-3554; and its email address as "info@usastudentdebtrelief.com."

6. On September 19, 2023, using an FTC computer, I again visited USASDR's website at www.usastudentdebtrelief.com and this time captured the "FAQs" (frequently asked

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 53 of 139 Page 3 of 89

questions) that appear toward the bottom of the home page. Attached hereto as **Williams** Attachment **B** is a true and correct copy of the USASDR FAQs I captured on September 19, 2023. Viewing the FAQ answers required clicking each of the seven FAQs individually, so the Attachment consists of seven separate pages, each capturing a different FAQ.

7. On December 21, 2023, using an FTC computer, I visited the USASDR home page at www.usastudentdebtrelief.com to take updated captures. Attached hereto as **Williams Attachment C** is a true and correct copy of the USASDR website home page that I captured on December 21, 2023. This capture reflects updated imagery at the top of the page, as well as the addition of a fine-print disclaimer at the bottom of the page that was not present when I took my initial website captures in September 2023. The company contact information listed toward the bottom of the page remains the same as the information reflected in the September 2023 captures.

FACEBOOK CAPTURES

8. On September 19, 2023, using an FTC computer, I visited www.facebook.com/Usastudentdebtrelief/reviews, which linked to a Facebook page displaying purported consumer reviews of USA Student Debt Relief, and I captured the page. Attached hereto as **Williams Attachment D** is a true and correct copy of that capture. This capture shows that as of September 19, 2023, USASDR had 22 reviews on Facebook and an overall rating of 4.5 out of 5. Of the 22 total reviews, 15 were accompanied by written testimonials that are visible in the capture. As of the date of this declaration, that page showing these purported consumer reviews is no longer visible on USA Student Debt Relief's Facebook.

9. On February 23, 2024, using an FTC computer, I visited www.facebook.com/startconnectingco, which links to a Facebook business profile for an entity

called "Start Connecting," and I captured a portion of the profile page. Attached hereto as **Williams Attachment E** is a true and correct copy of the Start Connecting Facebook profile page that displays posts dated between June 9, 2021 and January 24, 2024 in reverse chronological order. Most of the posts are written in Spanish, but a few are in English. The profile lists the company's business website as "startconnecting.co" and its business address as Calle16 #6n-21 Santiago de Cali, Colombia.

BETTER BUSINESS BUREAU ("BBB") BUSINESS PROFILE CAPTURES

10. On March 26, 2024, using an FTC computer, I visited the BBB's business profile for USA Student Debt Relief at www.bbb.org/us/fl/sarasota/profile/student-loan-services/usastudent-debt-relief-0653-90400955, and I captured all of the pages relating to this profile. The BBB's business profile includes the following information: a brief description about the business (including contact information); consumer complaints; customer reviews; the BBB's rating of the business and non-accredited status; and other details about this business, including information about government actions. FTC staff provided copies of the pages I captured to John Zajac, Corporate Counsel for the BBB Serving West Florida. The documents appended to Mr. Zajac's declaration as Zajac Attachments J, L, M, O, and P are true and accurate copies of the pages that I captured.

13. The BBB's business profile for USA Student Debt Relief lists the company's business address as 1412 Pine Bay Drive, Sarasota, FL 34231, its alternative business name as "Start Connecting LLC," and its web address as "usastudentdebtrelief.com." Douglas Goodman is listed as the company's President, while Juan Rojas and Doris Gallon-Goodman are listed as Associates.

UNDERCOVER TELEPHONE CALL

11. As part of the FTC's investigation, I conducted one undercover telephone call, during which I posed as a fictitious consumer and recorded my telephone conversation with Defendants using a digital audio recorder.

12. Specifically, on February 28, 2024, at approximately 5:45 p.m., I used an undercover cellphone to place a telephone call to 877-871-6116. This telephone number appeared on the USASDR website. During the undercover telephone call, I posed as a fictitious consumer with the initials "A.H.," and I spoke with a male representative who identified himself as "Steven Rodriguez" with USA Student Debt Relief.

13. After the call, I played the recording back to confirm that the conversation had been recorded properly. I then copied the audio recording from the digital recorder to the FTC's network through the USB port on the digital recorder and sent it to a legal transcription company called For The Record, Inc. For the Record, Inc. transcribed the recordings and sent the transcripts to me. I reviewed the transcripts against the original recordings to verify the accuracy of the transcripts. Attached hereto as **Williams Attachment F** is a true and correct copy of the transcript of the February 28, 2024, recorded undercover telephone conversation with "Steven Rodriguez" of USA Student Debt Relief.

14. After the call on February 28, 2024, I accessed the undercover email address that I had created for my fictitious consumer and provided to "Steven Rodriguez" during the undercover call. I had two follow-up emails from stevenr@usastudentdebtrelief.com, both of which I received during the undercover call. Both emails contained no text apart from a signature block containing contact information for "Steven Rodriguez" and a generic email disclaimer stating that the email was meant only for the intended recipient. Attached hereto as

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 56 of 139 Page 6 of 89

Williams Attachment G are true and correct copies of the emails from "Steven Rodriguez"

dated February 28, 2024.

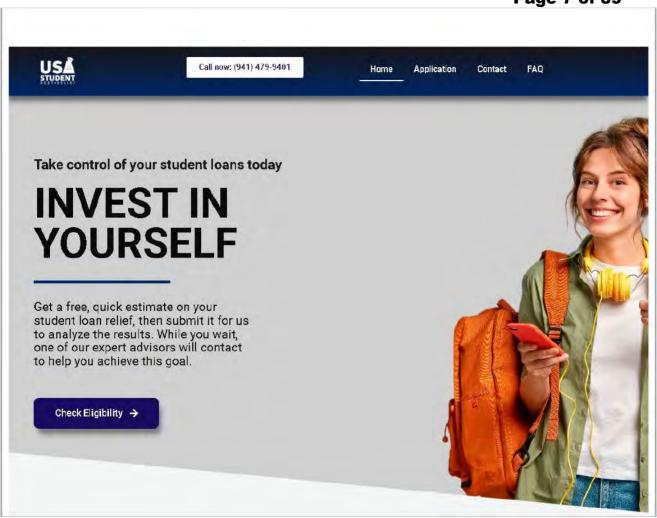
I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 3, 2024.

h Wi

Amber Williams

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 57 of 139 Page 7 of 89



Williams Attachment A, Page 1 of 12

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 58 of 139 Page 8 of 89 Page 8 of 89

Why us?

Toll Free 1-877-871-6116 ----

Our knowledge and Service

Our purpose and our work are to help you find the best option that help you to take control on your student loans.

Get Estimate >



Our document preparation and processing takes up to 4 weeks. If the DOE does not enroll you in an Income Driven Program, we offer a 100% refund guarantee.



We will then put together the proposals. They will be processed on your behalf by the loan servicers through the Department of Education



WE FIND THE BEST OPTION FOR YOU

It considers your occupation, income and family size, and the status of your loans. Our experienced staff will bring these factors into account with the Federal Loan Servicers.

Williams Attachment A, Page 2 of 12

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 59 of 139 Page 9 of 89 Page 9 of 89

CALCULATE AND ESTIMATE THE BEST HELP YOU CAN GET

You can get a estimate today

0

- Learn how you can control your student loans
- After the estimatete, a call from our agents can change your life

Amount of Debt Owed

Student Debt: \$25000+

Acceptance privacy policy

I agree to receive emails and calls from USA Student Debt relief regarding my federal student loans. I understand that consent is not needed to receive information for free or make an online purchase. I agree with the Privacy policy and Terms. I understand that all amounts listed on this page are estimates and do not guarantee results or qualifications.

 I agree to receive sms from USA Student Debt relief regarding my federal student loans. Reply STOP to cancel.

Next

Williams Attachment A, Page 3 of 12

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 60 of 139 Page 10 722 Page 10 of 89

Read About Our Client Experiences.

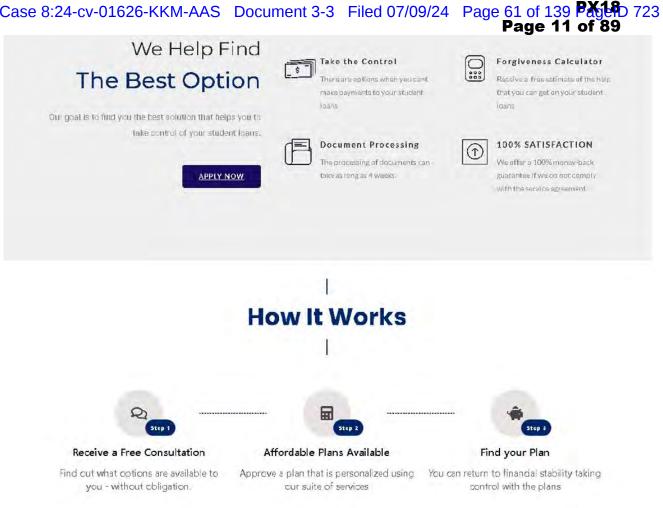
See what our customers think of Trustpilot and find out what level of trust we can provide you.

Excellent 46 out of 5 ★★★★★ ★ Trustplot Toll Free 1-877-871-6115 →



Williams Attachment A, Page 4 of 12

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24



Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 62 of 139 Page 12 of 89 Page 12 of 89

	Leave Us A Review
100k	Name *
	First Last Your Experience *
	How likely are you to recommend us? How satisfied are you with our service
	Very Likely Very Satisfied Very Likely
	Submit

Williams Attachment A, Page 6 of 12

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 63 of 139 Page 13 of 89 Page 13 of 89



Frequently Asked Questions

Who is USA Student Debt Relief and why trust us?

What if I haven't completed my degree? Am I still eligible?

How does student loan forgiveness work?

Are student loan payment still paused?

Are loan forgiven amount taxable?

Are private student loans eligible?

Who is eligible for consolidation?



Williams Attachment A, Page 7 of 12

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 64 of 139 Page 14 of 89 Page 14 of 89



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Contact Us

📞 General : 1-941-479-9401

Support : 1-877-871-6116

Puerto Rico : 1-939-230-3554

🔄 info@usastudentdebtrelief.com

Location 1412 Pine Bay Drive Sarasota FI 34231

Site Map

About Us

Privacy Policy

Forgiveness Calculator

Check Eligibility

Process Payment

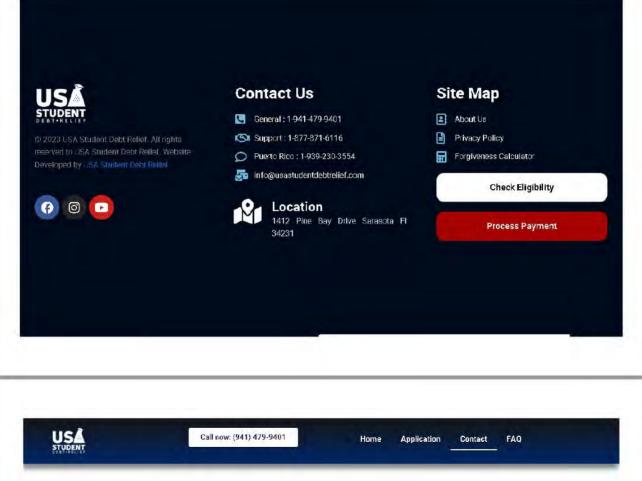


Williams Attachment A, Page 8 of 12

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 65 of 139 Page 15 of 89 Page 15 of 89 **Student Debt Relief Application** Full Name * Email * Phone * E + (201) 555-0123 Amount of Debt Owed Date of Birth Debt: \$50000 Address Are you currently employed? * *optional* TYes: D No. City Do you work for public service, federal, city, state or non-profit? Ves No Alabama Are you married? Acceptance privacy policy * D No I agree to receive emails and calls from USA Student Debt relief regarding. Yes my federal student loans. I understand that consent is not needed to receive information for free or make an online purchase. Lagree with the Privacy Policy Have you ever had your wages garnished because of a federal student and Terms, I understand that all amounts listed on this page are estimates and loan debt do not guarantee results or gualifications. D Yes D No. I agree to receive sms from USA Student Debt relief regarding my federal How many people in your (household) family? student loans. Reply STOP to cancel. Family Size: 3 Submit

Williams Attachment A, Page 9 of 12

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 66 of 139 Page 16 of 89 Page 16 of 89



Williams Attachment A, Page 10 of 12

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 67 of 139 Page 17 of 89

	Contact Form
Name * First Last Email * Phone * (201) 555-0125	 General: 1-941-479-9401 Support: 1-877-871-6116 Puerto Rico: 1-939-230-3554 info@usastudentdebtrelief.com 2023 USA Student Debt Relief. All rights reserved to USA Student Debt Relief. Website Developed by USA Student Debt Relief.
Comment or Message	2
I agree to receive sms from USA Student Debt relie student loans. Reply STOP to cancel Submit	fregarding my federal
	Williams Attachment A, Page 11 of 12

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 68 of 139 Page 18 of 89



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Contact Us

 Image: Seneral: 1-941-479-9401
 Image: About Us

 Image: Support: 1-377-871-6116
 Image: Privacy Policy

 Image: Privacy Policy
 Image: Privacy Policy

 Image: Policy
 Image: Policy

 Image: Policy
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 Image: Policy
 Image: Policy

 Image

Williams Attachment A, Page 12 of 12

Site Map

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 69 of 139 PageID 731



Frequently Asked Questions

Who is USA Student Debt Relief and why trust us?

Trust is the foundation of all our client relationships. We understand that building trust is essential. Listening more than talking is the first step. Listening effectively helps us identify the goals and concerns of our clients, so we can develop tailored debt relief solutions.

We are the best in the business when it comes to customer service because we always act with our clients' best interests at heart. The track record of our company speaks for itself. Thousands of clients are helped each month to start on their debt relief journey. We've also helped thousands of clients take control of thousands of dollars of their federal student loan debt. We are extremely proud of our growth within the industry.

What if I haven't completed my degree? Am I still eligible?

How does student loan forgiveness work?



Are loan forgiven amount taxable?

FAQs

Frequently Asked Questions

Who is USA Student Debt Relief and why trust us?

What if I haven't completed my degree? Am I still eligible?

How does student loan forgiveness work?

If you are eligible for forgiveness, cancellation or discharge of your entire amount, you will no longer be required to make payments for your program. If you only qualify for a partial forgiveness, cancellation or discharge, you are still responsible for the remainder of your loan for which, we can develop tailored debt control solutions.

Are student loan payment still paused?

Are loan forgiven amount taxable?

PX18 Page 22 of 89

FAQs

Frequently Asked Questions

Who is USA Student Debt Relief and why trust us?

What if I haven't completed my degree? Am I still eligible?

How does student loan forgiveness work?

Are student loan payment still paused?

The forbearance period (pause) on federal student loans has been extended one final time until June 30 of 2023. The extension was granted in order to protect borrowers until the legal issues surrounding forgiveness were resolved. Given the determination in legislation passed by Congress, the student loan payment pause is coming to an end. Interest resumes on September 1 of 2023, and payments are due in October.

Are loan forgiven amount taxable?

FAQs

Frequently Asked Questions

Who is USA Student Debt Relief and why trust us?

What if I haven't completed my degree? Am I still eligible?

How does student loan forgiveness work?

Are student loan payment still paused?

Are loan forgiven amount taxable?

No. According to the Internal Revenue Service (IRS), student loan amounts forgiven under PSLF are not considered income for tax purposes. For more information, check with the IRS or a tax advisor.

Are private student loans eligible?

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 74 of 139 PageID 736 PX18 Page 24 of 89



Trequently Asked Duestions

Who is USA Student Debt Relief and why trust us?

What if I haven't completed my degree? Am I still eligible?

How does student loan forgiveness work?

Are student loan payment still paused?

Are loan forgiven amount taxable?

Are private student loans eligible?

The Biden administration's **plan for debt relief does not apply to students who have private student loans.** Borrowers that have consolidated federal student loans with a private firm are also not eligible because the federal government no longer holds their loans.

Who is eligible for consolidation?

Williams Attachment B, Page 6 of 8

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 75 of 139 PageID 737 PX18 Page 25 of 89

FAQs

Frequently Asked Questions

Who is USA Student Debt Relief and why trust us?

What if I haven't completed my degree? Am I still eligible?

How does student loan forgiveness work?

Are student loan payment still paused?

Are loan forgiven amount taxable?

Are private student loans eligible?

Who is eligible for consolidation?

Consolidation Loans can be obtained by most Federal Education Loan borrowers. They are offered in two forms: Direct Consolidation Loans or Federal Consolidation Loans.



Williams Attachment B, Page 7 of 8



Are loan forgiven amount taxable?

Are private student loans eligible?

Who is eligible for consolidation?





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Contact Us Site Map Image: General : 1-941-479-9401 Image: About Us Image: Support : 1-877-671-6116 Image: Privacy Policy <td

Williams Attachment B, Page 8 of 8



INVEST IN YOURSELF

Get a free, quick estimate. Send us the results and we will analyze them. As you wait, a member of our team will be in touch with you to help you achieve your goal.

Application Contact More - APPLY

Take control of your student loans today

Check Eligibility

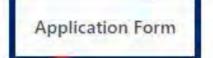
Williams Attachment C, Page 1 of 8





Why USA Student Debt Relief?

Our knowledge and Service





SERVICE BACKED BY A 100% SATISFACTION GUARANTEE

We offer 100% money back satisfaction guarantee if your application doesn't get approved.



You can put your anxiety to the side when you know what your future loan looks like and learn how you can use it for your benefit. We will show you your options.

Get Estimate 🕥



WE HELP IDENTIFY YOUR **CIRCUMSTANCES & NEEDS**

The proposals will be prepared by us. The loan servicers will process them on your behalf through the Department of Education



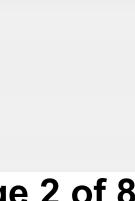
DISCOVER THE BEST STUDENT LOAN OPTION FOR YOU

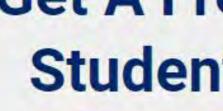
Your occupation, income and family size are taken into consideration, as well as the status of your loan. We will discuss these factors with Federal Loan Servicers.

Got & Free No Obligation

Williams Attachment C, Page 2 of 8







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Uci Allee, no obligation **Student Loan Estimate**

 Understand Your Student Loan Options ✓ No fees until you settle your account Manage Your Student Loan Today

Amount of Debt Owed

Student Debt : \$25000+

Next



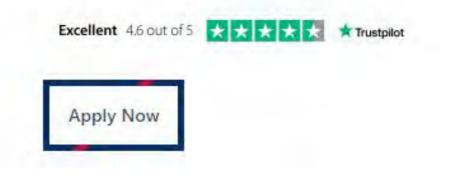
Williams Attachment C, Page 3 of 8





Experiences.

See what our customers think of Trustpilot and find out what level of trust we can provide you



We Help Find The Best Option

USA is proud to offer the most effective and efficient customer service. We will always respond to you within a reasonable period of time when you contact us.

APPLY NOW





Take Control

There are options available if you cannot make your student loan payments



Forgiveness Calculator

Receive a free, no obiligation estimate regarding your student loan



Document Processing

The processing of documents can take as long as 4 weeks.

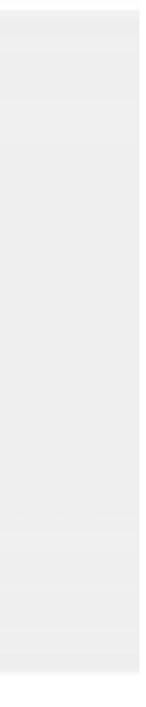


100% SATISFACTION

We offer a 100% money-back guarantee if your application is not approved

Williams Attachment C, Page 4 of 8





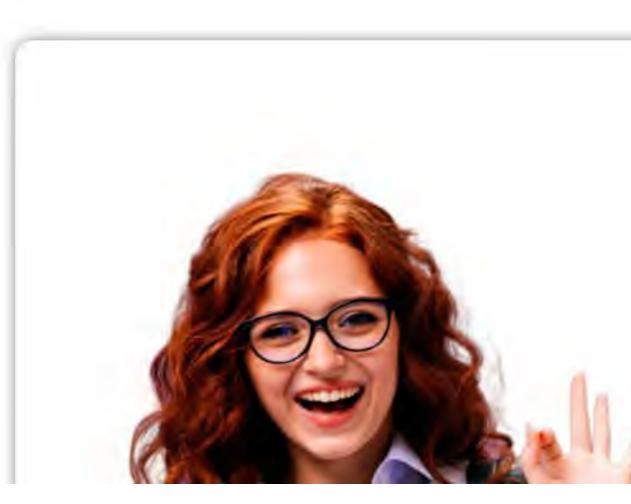






Receive a Free Consultation

Find out what student loan options are available to you - without obligation



How It Works





Affordable Plans Available

Manage Your Student Loans

personalized

Speak to an agent to approve a plan that is You can manage your loans in an affordable way

1	eave A Rev	view
	Your opinion is important	to us.
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Who is USA Student Debt Relief and why trust us?

What if I haven't completed my degree? Am I still eligible?

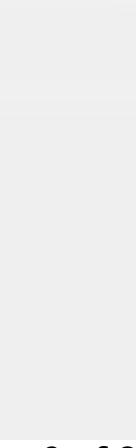
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FAQs

Frequently Asked Questions





How does student loan forgiveness work?

Are student loan payment still paused?

Are private student loans eligible?



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Contact Us



Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 83 of 139 PageID 745

Who is eligible for consolidation?



General : 1-941-479-9401

Support : 1-877-871-6116

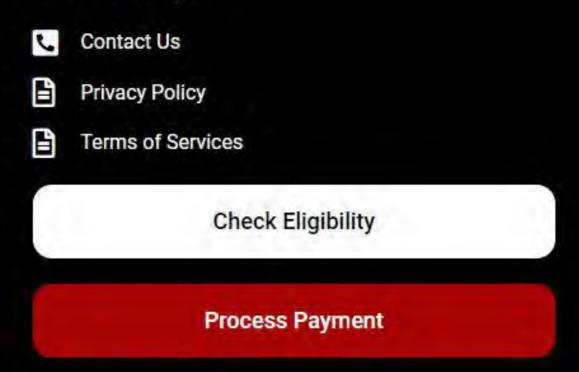
Puerto Rico : 1-939-230-3554

info@usastudentdebtrelief.com

Location

1412 Pine Bay Drive Sarasota FI 34231

Site Map



DISCLAIMER: USA Student Debt Relief is a private company not associated with the Department of Education (DOE) or any other Government entity. Any person can apply for a loan consolidation without

Williams Attachment C, Page 7 of 8







Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 84 of 139 PageID 746

paying a fee provided they know the correct steps. USA Student Debt Relief submits the application for student loan consolidation and repayment programs offered by the Education Department. USA Student Debt Relief is not a loan servicer or Federal Lender. It does not provide debt relief services. Among these are renegotiating, settling, or in any way altering the terms of a payment or debt. Its services are only for the preparation and completion of federal student loan documents I agree to receive emails and calls from USA Student Debt relief regarding my federal student loans. I agree to receive sms from USA Student Debt relief regarding my federal student loans. Reply STOP to cancel. I understand that consent is not needed to receive information for free or make an online purchase. I agree with the Privacy policy and Terms. I understand that all amounts listed on this page are estimates and do not guarantee results or qualifications. I consent to having this website store my submitted information so they can respond to my inquiry.

Williams Attachment C, Page 8 of 8

PX18 Page 34 of 89



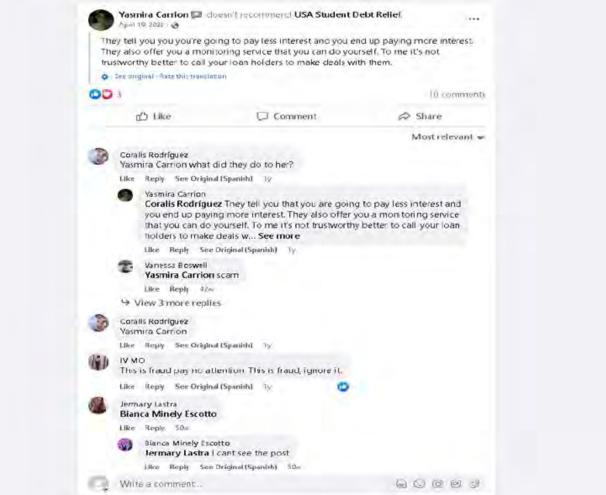
Williams Attachment D, Page 1 of 9

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Williams Attachment D, Page 2 of 9

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 87 of 139 PageID 749PX18 Page 37 of 89



Williams Attachment D, Page 3 of 9

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 88 of 139 PageID 750PX18 Page 38 of 89

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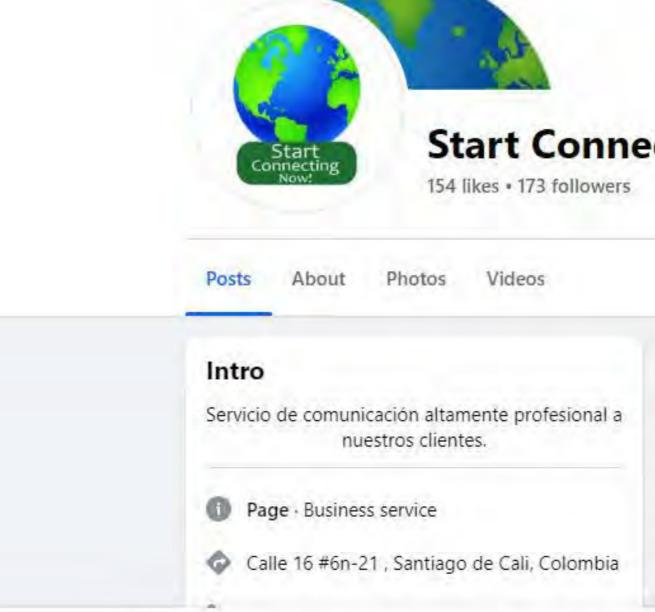
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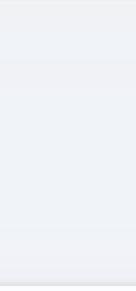
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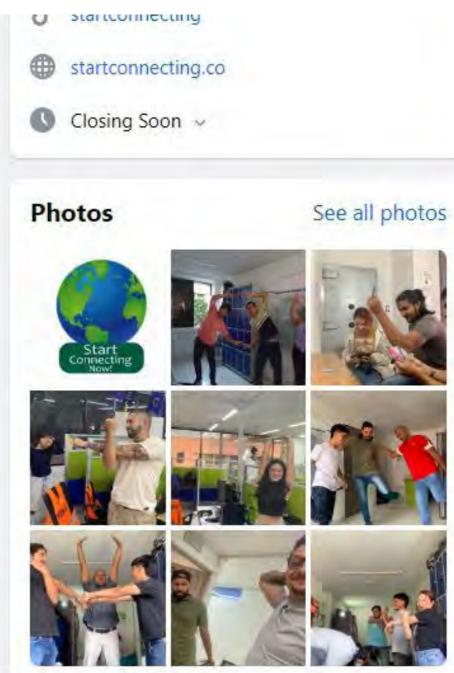
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Create new account **O**Γ





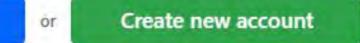




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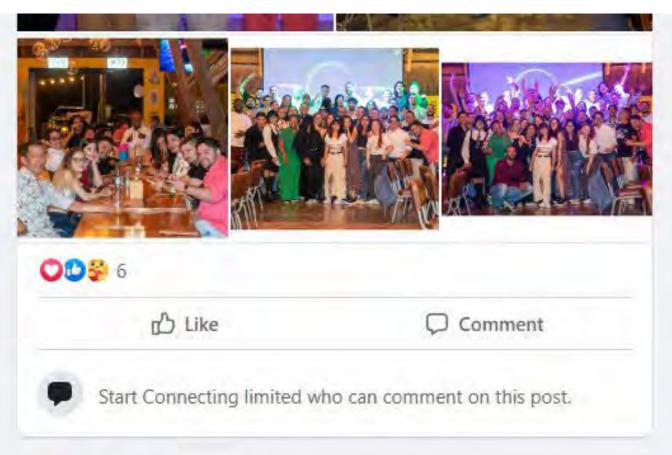




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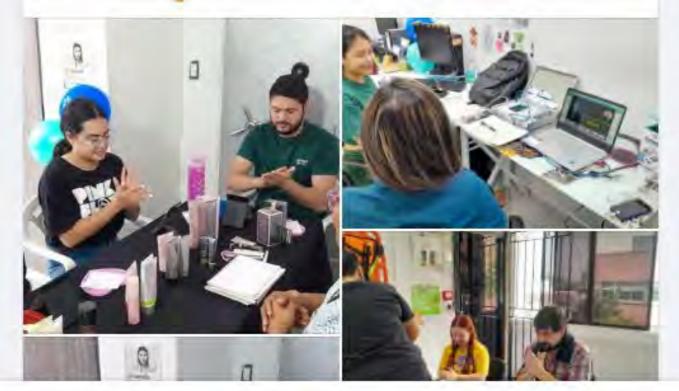




Start Connecting December 4, 2023 · 🕄

Tuvimos una jornada de salud muy interesante para los colaboradores de Start Connecting. Se realizaron actividades de relajación, hábitos saludables, limpieza oral y se vivió un momento especial. 😆

Start Connecting siempre pensando en el bienestar de los colaboradores. 😂







Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 97 of 139 PageID 759



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Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 98 of 139 PageID 760



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Start Connecting October 4, 2023 · 🕄

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E-mail: info@startconnecting.co



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or





Lunes a Viernes

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info@startconnecting.co

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Start Connecting August 8, 2022 · 🕄

Every year, International Cat Day is observed on August 8 to raise awareness for cats and learn more about ways to protect them.

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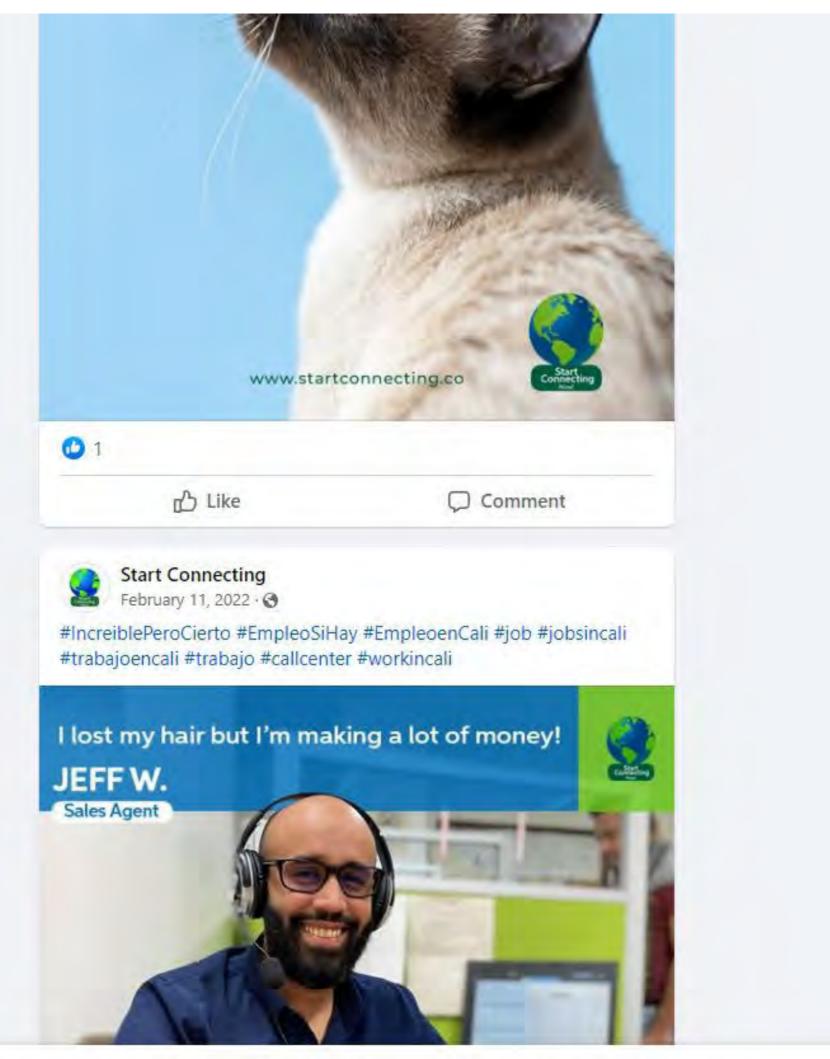
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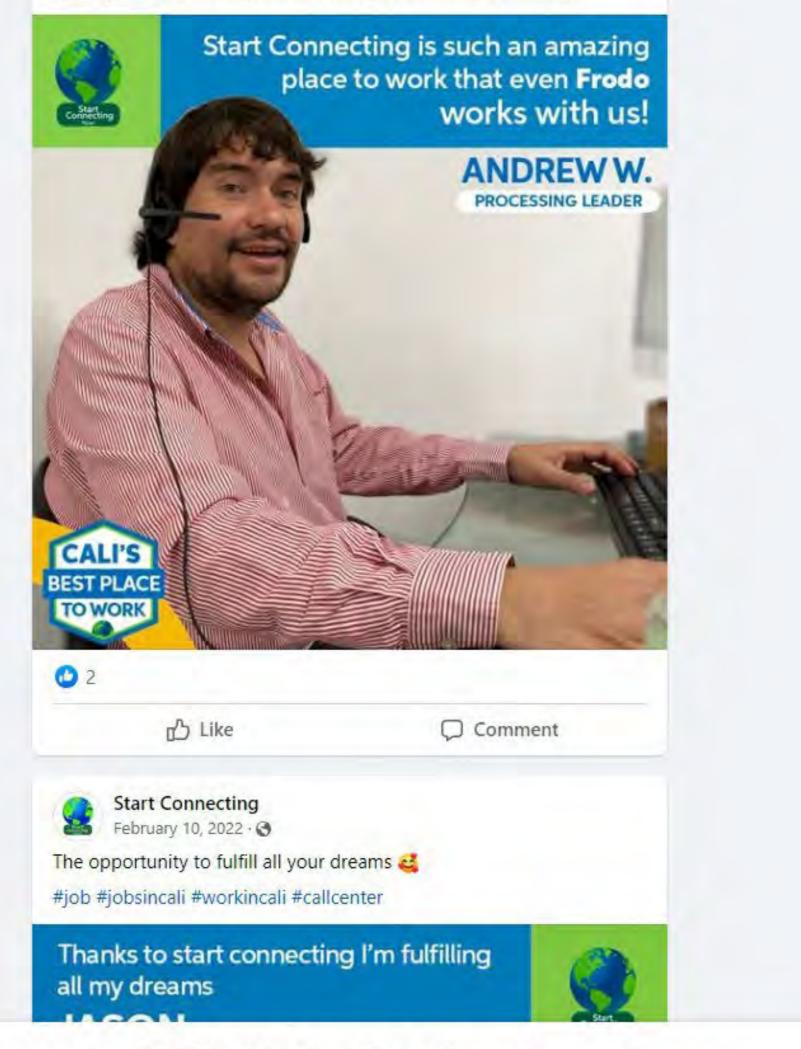
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Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 103 of 139 PageID 765

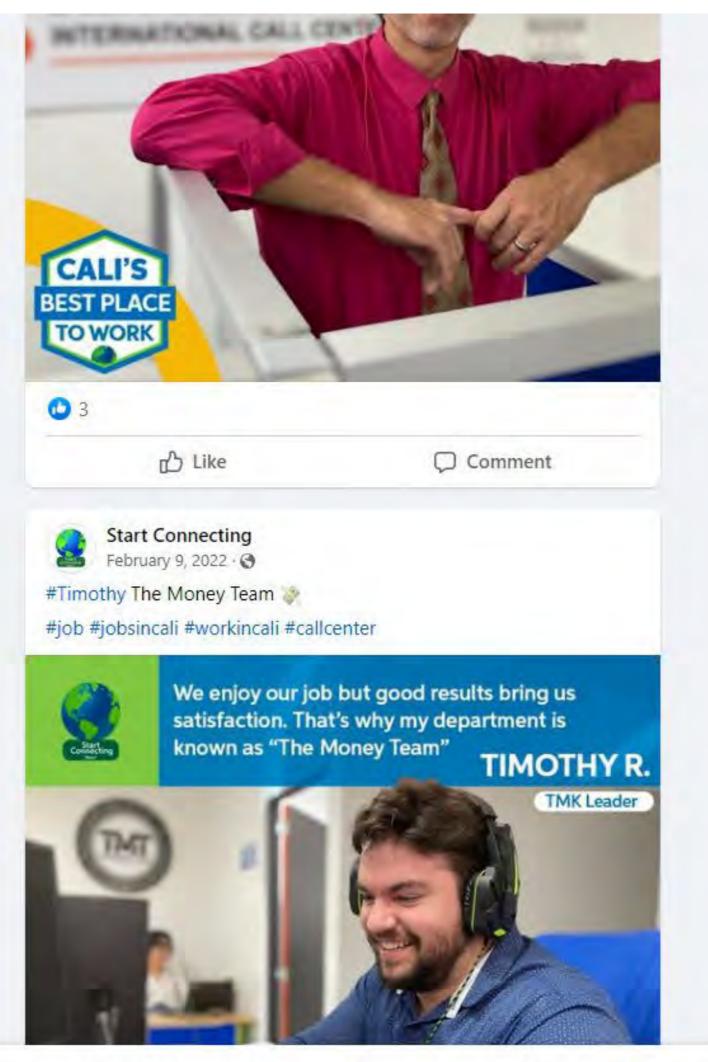
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Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 106 of 139 PageID 768 DIFFECT IIII al our communications meet bryan are perfect. Run an IT department is not easy, but he makes it look simpler than it is 🕶 Are you looking for a job? Go to https://startconnecting.co/ #Jobsincali #Trabajoencali #Startconnecting BERLU Every day I arrive at the office I feel I'm at my second home BRYAN IT Director CALI'S BEST PLAC 03 🖒 Like Comment Start Connecting is at Cali. June 25, 2021 · Santiago de Cali, Colombia · 🕲 A successful #TakeYourDogtoWork Day is a great first step in





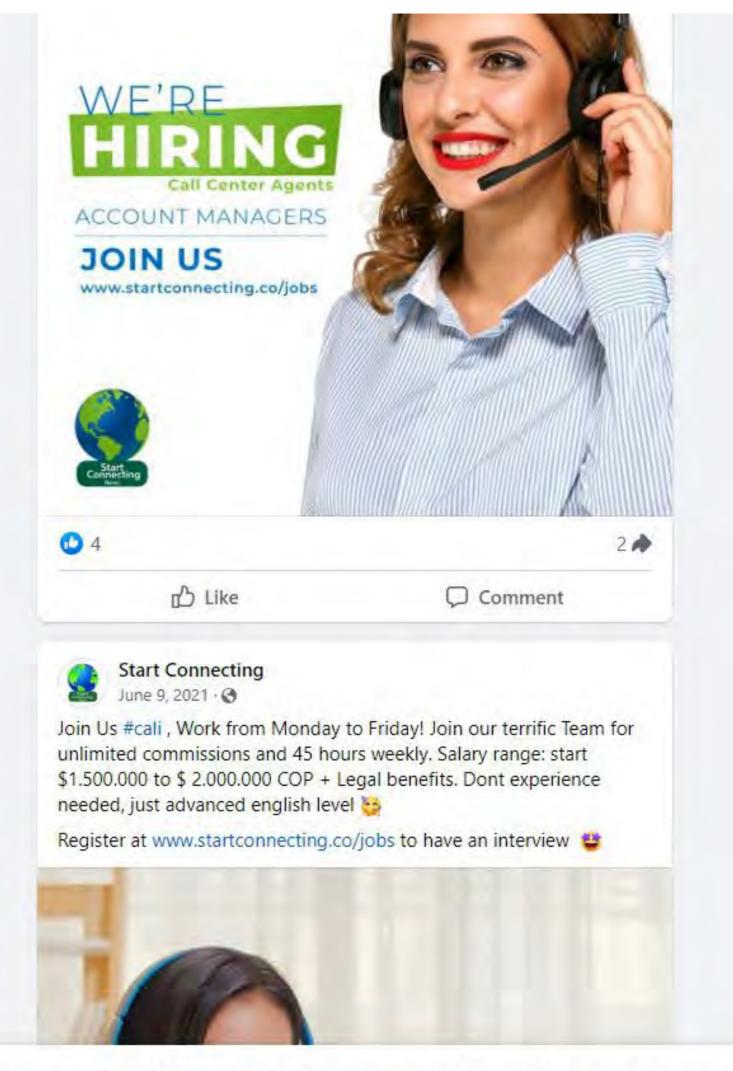
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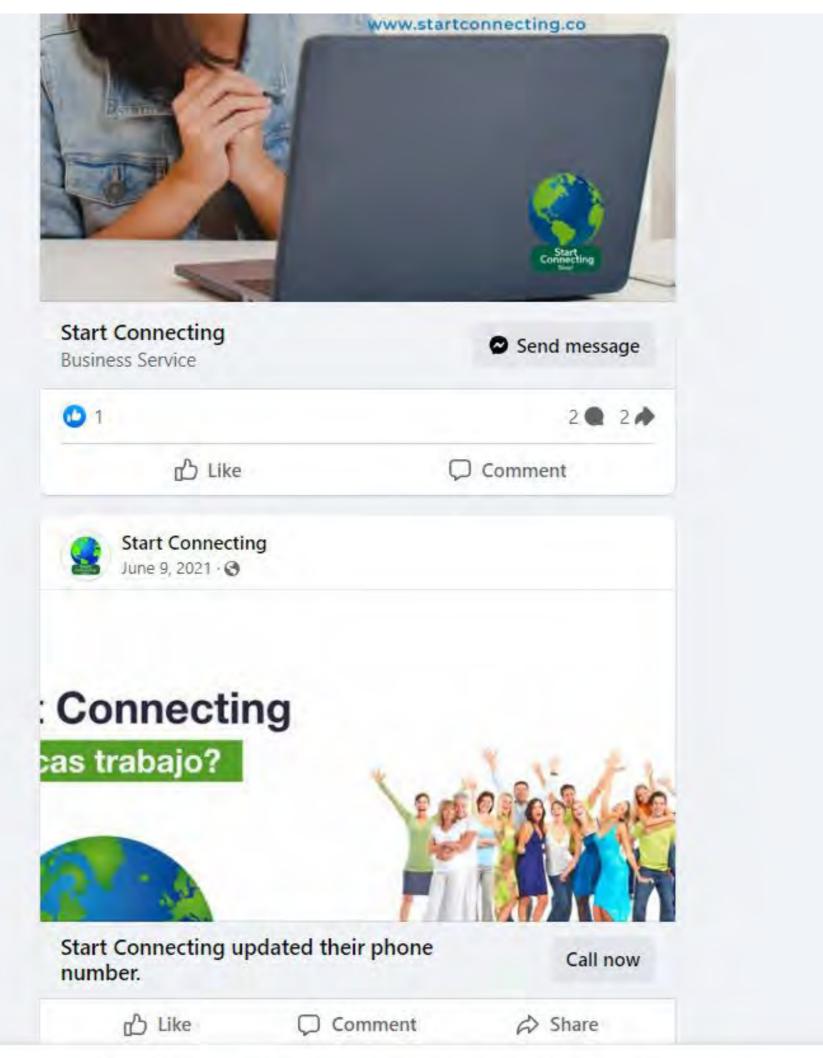




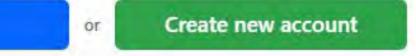
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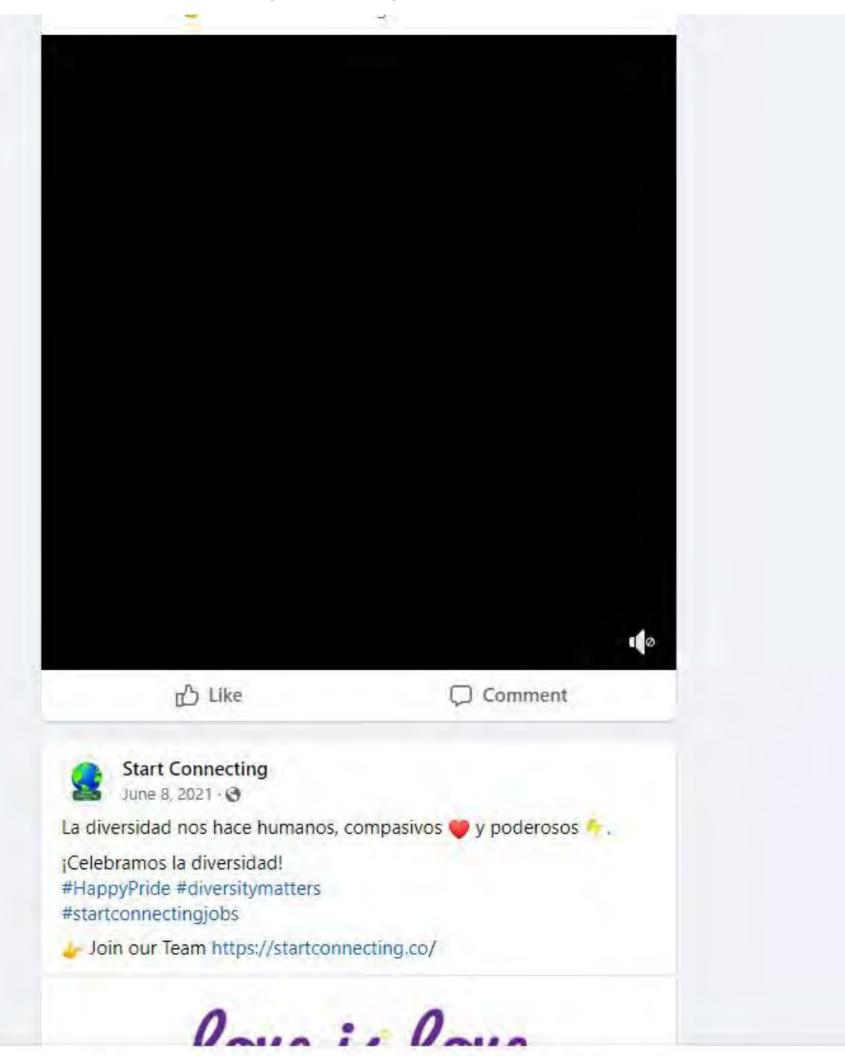


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Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 112 of 139 PageID 774





Williams Attachment E, Page 19 of 19

PX18 Page 62 of 89

OFFICIAL TRANSCRIPT PROCEEDING

FEDERAL TRADE COMMISSION

MATTER NO.	2423000
TITLE	USA STUDENT DEBT RELIEF
DATE	RECORDED: FEBRUARY 28, 2024 TRANSCRIBED: APRIL 1, 2024
PAGES	1 THROUGH 25

WS330544

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 114 of 139 Page 64 of 89

USA S	itudent Debt Relief	W	S3305∠	14		2/28/2024
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4	RECORDING:					PAGE:
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Williams Attachment F, Page 2 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 115 of 139 Page 65 of 89

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USA S	WS33054 tudent Debt Relief	14 2/28/2024
1	FEDERAL TRADE	COMMISSION
2		
3	In the Matter of:)
4	USA Student Debt Relief) Matter No. 2423000
5)
6		——)
7		February 28, 2024
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11	The following tran	script was produced from a
12	digital file provided to For	The Record, Inc. on March
13	18, 2024.	
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Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 116 of 139 Page 66 of 89

WS330544

USA Student Debt Relief

2/28/2024

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1	PROCEEDINGS
2	
3	WS330544
4	AMBER WILLIAMS: My name is Amber Williams.
5	I'm an investigator with the Federal Trade Commission
6	in Chicago, Illinois. The date is February 28th,
7	2024, and the time is approximately 5:45 p.m. I'm
8	going to be calling USA Student Debt Relief. Their
9	phone number is (877) 871-6116. I will be using the
10	undercover profile of Ashley Hampton.
11	
12	RECORDED MESSAGE: Thank you for calling.
13	You have reached USA Student Debt Relief. If you know
14	your party's three-digit extension, please press one.
15	If you are not a current client and would like to
16	speak to a representative, please press two. For
17	customer service, please press three.
18	(Selection entered.)
19	RECORDED MESSAGE: Please hold for one of
20	our student loan experts. It is our policy that all
21	calls are answered within three minutes. Thank you
22	for your patience.
23	(Brief on-hold music.)
24	STEVEN RODRIGUEZ: USA Student Debt Relief,
25	Steven, how can I help you?

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Williams Attachment F, Page 4 of 25

WS330544

USA Student Debt Relief

2/28/2024

5

1	AMBER WILLIAMS: Hi. I was calling because
2	I am trying to get some information about ways to
3	lower my student debt.
4	STEVEN RODRIGUEZ: Okay, ma'am. What we
5	would have to do for the student loan forgiveness
6	programs is you would have to fill out a (inaudible)
7	application. We would have to pull up your loans,
8	generate them into the (inaudible) database. And
9	based on your income, your family size, and the status
10	of your loan, we will see what program you're going to
11	qualify for, and hopefully this will be able to help
12	you.
13	AMBER WILLIAMS: Okay.
14	STEVEN RODRIGUEZ: And what is your first
15	name?
16	AMBER WILLIAMS: It's Ashley.
17	STEVEN RODRIGUEZ: Okay. Last name?
18	AMBER WILLIAMS: Hampton.
19	STEVEN RODRIGUEZ: Hampton?
20	AMBER WILLIAMS: Yes.
21	STEVEN RODRIGUEZ: H A H A M P T O N?
22	AMBER WILLIAMS: Correct.
23	STEVEN RODRIGUEZ: Okay. And what is your
24	email address, Ms. Hampton?
25	AMBER WILLIAMS: It's M S A S H L E Y, so

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Williams Attachment F, Page 5 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 118 of 139 Page 68 of 89 Page 68 of 89

WS330544

USA Student Debt Relief

2/28/2024

6

MsAshley, and then my last name, Hampton, H A M P T O 1 2 N, 90 -- 9 0 -- @qmail.com. So it's kind of a long --3 STEVEN RODRIGUEZ: (Inaudible). AMBER WILLIAMS: -- all together, it's --4 STEVEN RODRIGUEZ: (Inaudible). 5 6 AMBER WILLIAMS: -- oh, I'm sorry, did you 7 get it all? 8 STEVEN RODRIGUEZ: Yeah, I think I got it, 9 ma'am. It's MsAshleyHampton90@gmail.com, correct? 10 AMBER WILLIAMS: Yes. STEVEN RODRIGUEZ: Okay, Ms. Hampton, the 11 12 first thing I'm going to do, before we get started with anything, I'm going to (inaudible) I'm going to 13 14 send you an email with all my information -- my name 15 is Steven -- so if you need to contact me directly, 16 you can always do so. 17 My first question to you is approximately 18 how much do you owe on your federal student loan? 19 AMBER WILLIAMS: Gosh, it's like \$50,000. 20 STEVEN RODRIGUEZ: Oh, 50-, okay. Your 21 family size, including yourself, how many? 2.2 AMBER WILLIAMS: So you mean, like, me and 23 my kids, right? 24 STEVEN RODRIGUEZ: Yeah, your people in your 25 household (inaudible) that you help out financially,

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Williams Attachment F, Page 6 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 119 of 139 Page 139 Pag

WS330544 USA Student Debt Relief 2/28/2024 even though you might not live with them. 1 2 AMBER WILLIAMS: Well, there's three people 3 in my house. STEVEN RODRIGUEZ: Okay, including yourself? 4 5 AMBER WILLIAMS: Yeah. 6 STEVEN RODRIGUEZ: Okay. Do you work for 7 the Government or for a nonprofit organization? 8 AMBER WILLIAMS: I work in the public school 9 system, so... 10 STEVEN RODRIGUEZ: Okay. Well, that's certainly a benefit that you would have, Ms. Hampton, 11 12 because you would qualify for the public service loan forgiveness programs, which is a term, it's a lot 13 14 shorter than any other program. 15 AMBER WILLIAMS: Oh. 16 STEVEN RODRIGUEZ: The only requirement is 17 that you have to be a full-time employee, at least 30 18 hours a week. Are you? 19 AMBER WILLIAMS: Yeah. Is that it? 20 STEVEN RODRIGUEZ: (Inaudible) -- I'm sorry? 21 AMBER WILLIAMS: Is that it? It's just that I have to work, like -- well, it's -- I guess full-2.2 23 time is 40, but I just need to work for a nonprofit 24 and work more than 30 hours a week? 25 STEVEN RODRIGUEZ: Uh-huh, correct.

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Williams Attachment F, Page 7 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 120 of 139 Page 70 of 89 Page 70 of 89

USA Student Debt Relief

WS330544

AMBER WILLIAMS: Oh, that's great. 1 2 STEVEN RODRIGUEZ: Exactly. Yes, so you 3 have a big benefit because the term is a lot shorter than any other program. That's the benefit of working 4 5 for the Government or for a nonprofit organization 6 with these programs. 7 Okay, what is your current gross monthly or 8 yearly income, whichever is easier for you? 9 AMBER WILLIAMS: I make about 55,000 a year. STEVEN RODRIGUEZ: 55, okay. So that would 10 11 be \$4,583 a month. And what is your date of birth? 12 AMBER WILLIAMS: It is June 12th, 1990. STEVEN RODRIGUEZ: Okay. Did you file 13 14 taxes, Ms. Hampton, for 2022? 15 AMBER WILLIAMS: Yes. 16 STEVEN RODRIGUEZ: How do you file, ma'am, 17 single, married filing jointly, separately, or head of 18 household? 19 AMBER WILLIAMS: Head of household. 20 STEVEN RODRIGUEZ: And are you single or 21 married? 2.2 AMBER WILLIAMS: I am single. 23 Sorry --24 STEVEN RODRIGUEZ: Ouestion? 25 AMBER WILLIAMS: -- ooh.

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Williams Attachment F, Page 8 of 25

8

2/28/2024

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 121 of 139 Page 783 Page 71 of 89

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USA Student Debt Relief

2/28/2024

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STEVEN RODRIGUEZ: Uh-huh. 1 2 AMBER WILLIAMS: I wasn't expecting for you 3 to ask me so many questions. I was actually just hoping to, like, get some information. Do you need 4 5 all of this before you can, like, tell me what your 6 company does? 7 STEVEN RODRIGUEZ: Okay, well, what we do, 8 Ms. Hampton, is we collect, process and submit all the 9 documents to the Department of Education for the student loan forgiveness programs. 10 11 AMBER WILLIAMS: Can -- can you say that --12 STEVEN RODRIGUEZ: (Inaudible) --AMBER WILLIAMS: -- can you say that one 13 14 more time? I couldn't hear you. 15 STEVEN RODRIGUEZ: Yes, so what we do is 16 collect, process, and submit all the documents to the 17 Department of Education for the student loan 18 forgiveness programs. 19 AMBER WILLIAMS: Okay. 20 STEVEN RODRIGUEZ: That's what we do. Okay, 21 if you want I'll send you a bunch of (inaudible) to 2.2 your email and you can do your research on our company 23 and then my direct line is on those emails that I sent 24 you, you can give me a call back, and then we can 25 finish the process.

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Williams Attachment F, Page 9 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 122 of 139 Page 784 Page 72 of 89

10

WS330544

USA Student Debt Relief

2/28/2024

1 AMBER WILLIAMS: I don't see an email yet. 2 STEVEN RODRIGUEZ: You didn't -- you didn't 3 get it? AMBER WILLIAMS: No. 4 5 STEVEN RODRIGUEZ: Try to refresh and check б your junk and spam as well. 7 AMBER WILLIAMS: Oh. 8 STEVEN RODRIGUEZ: Sometimes it goes to the 9 junk mail. I'm going to send it -- I'm going to send 10 it one more time. AMBER WILLIAMS: Okay. Yeah, I still don't 11 12 -- I refreshed but I don't see it. Okay, but --STEVEN RODRIGUEZ: Yeah, I just resent it to 13 14 you. 15 AMBER WILLIAMS: Okay, okay. I'll see if it 16 comes through. So you were saying you -- you collect 17 my information and then --18 STEVEN RODRIGUEZ: So what we do, as I just 19 said, is we collect, process, and then submit all the 20 documents to the Department of Education for the 21 student loan forgiveness programs. That's what our 2.2 company does. 23 AMBER WILLIAMS: Okay. So I guess is -- I'm 24 trying to understand. I'm trying to understand how 25 that's helpful.

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Williams Attachment F, Page 10 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 123 of 139 Page 785 Page 73 of 89

WS330544

USA Student Debt Relief

2/28/2024

STEVEN RODRIGUEZ: Well, it's helpful, Ms. 1 2 Hampton, because you're not going to have pay about 85 3 percent of your loan. That's how it's helpful, if you do qualify, obviously, based on your income. 4 In your 5 case, you do have the benefit that you are a public 6 service worker, so the term will be a lot shorter than 7 any other program, which your term will be 120 months, 8 which will be 10 years. 9 Your payments are -- just by your income, ma'am, your payments (inaudible) will be \$29 a month 10 for those 10 years. For the first six months, you 11 12 would have to pay for the enrollment and the consolidation of your loans, which will be \$124.75. 13 14 That's for the first six months. 15 AMBER WILLIAMS: Did you --16 STEVEN RODRIGUEZ: And the seventh month --17 AMBER WILLIAMS: -- did you say it's one-18 twenty --19 STEVEN RODRIGUEZ: -- (inaudible) --20 AMBER WILLIAMS: -- sorry. Did you say it 21 was 124? 2.2 STEVEN RODRIGUEZ: Yes, ma'am, 124.75 for 23 the first six months. Then starting the seventh 24 month, your payments would drop down to \$29 a month. 25 In your case, since you are a public service worker,

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Williams Attachment F, Page 11 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 124 of 139 Page 786 Page 74 of 89

WS330544

USA Student Debt Relief

2/28/2024

it would be for 120 months, which is 10 years. 1 In 2 those 10 years, making \$29 payments, you're going to 3 end up paying \$3,480, and the remaining balance, you're not going to have to pay back to the Government 4 5 based on your income and that you are a public service 6 worker. 7 AMBER WILLIAMS: Okay. That sounds great. 8 I -- I imagine you have a calculator there because I 9 didn't -- I didn't -- I didn't -- I wasn't able to, like, do the math as fast --10 STEVEN RODRIGUEZ: Well, I've been -- well, 11 12 I've been doing it for years (inaudible). I mean, I already know what the --13 14 AMBER WILLIAMS: Oh. 15 STEVEN RODRIGUEZ: -- (inaudible). 16 AMBER WILLIAMS: Okay. Okay. That's --17 that's --18 STEVEN RODRIGUEZ: Okay? Yeah, I mean, 19 but in your case, like I said, Ms. Hampton, you're 20 basically going to pay \$29 a month, starting the 21 seventh month, for 120 months, which is 10 years. 22 If you do the math, 120 months times \$29 a month, 23 it's going to give you a total of \$3,480, which is 24 all you're going to have pay back on everything 25 that you owe based on your income and your family

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Williams Attachment F, Page 12 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 125 of 139 Page 787 Page 75 of 89

WS330544 USA Student Debt Relief 2/28/2024 1 size --2 AMBER WILLIAMS: Wow. 3 STEVEN RODRIGUEZ: -- and that you are a public service worker. 4 5 AMBER WILLIAMS: Okay. And, so, because my б payment right now is -- is pretty high. It's like 400 7 -- oh, it's over \$400. So does that mean --8 STEVEN RODRIGUEZ: Okay. 9 AMBER WILLIAMS: -- that going forward, like, I would just pay the 29 -- \$29, that would --10 11 that would be my new student loan payment? 12 STEVEN RODRIGUEZ: Yeah, correct, Ms. Basically, with your lenders, it's all based 13 Hampton. 14 on your income, this program, so with your lenders, 15 obviously, they want you to pay the whole loan, plus 16 the interest. That's why they charge you so much 17 money a month, but based on your income, you qualify 18 for the SAVE program, and -- and since you're a public 19 service worker, you also have that extra benefit that 20 you -- you know, your term is a lot shorter. Because 21 if you don't work for the Government, your term would 2.2 be 240 months, which is 20 years. 23 AMBER WILLIAMS: Oh, okay. 24 STEVEN RODRIGUEZ: And you'll be paying \$29 25 a month for 20 years, so you'll end up paying \$6,960

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Williams Attachment F, Page 13 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 126 of 139 Page 78 06 Page 76 of 89

WS330544

USA Student Debt Relief

2/28/2024

for those 20 years. And in your case, your benefit is 1 2 that you are a public service worker, so it would be 3 120 months, which will be 10 years. AMBER WILLIAMS: Okay. Okay. So -- so if I 4 5 qualify, what -- it sounds like I -- it sounds like I б do, but if I qualify, when would my payment drop to 7 the \$29? 8 STEVEN RODRIGUEZ: Oh, the payment for the 9 first six months (inaudible) you'll pay \$124.75. That's all you're going to have to pay back. In the 10 11 meantime, the payments with your lender is stopped 12 while the consolidation process is taking place. It just takes 30 to 60 days. So your -- so this way, you 13 14 don't have to pay for both -- for your lender, the 15 \$400 that they're charging you --16 AMBER WILLIAMS: Yeah. 17 STEVEN RODRIGUEZ: -- plus all these programs as well. So the payments with your lender 18 19 will stop. Once your loans are consolidated, the 20 Department of Education, they assign you a new lender, 21 which in your case most likely will be MOHELA because 2.2 you work for the Government --23 AMBER WILLIAMS: Uh-huh. 24 STEVEN RODRIGUEZ: -- so most likely it will 25 be MOHELA, your new lender for the student loan

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Williams Attachment F, Page 14 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 127 of 139 Page 789 Page 77 of 89

> WS330544 USA Student Debt Relief 2/28/2024 forgiveness programs, and your lender that -- that is 1 2 charging you now, they're not going to be your lender 3 anymore. 4 AMBER WILLIAMS: Okay. 5 STEVEN RODRIGUEZ: Who is your lender at the 6 moment? 7 AMBER WILLIAMS: I think it's --8 STEVEN RODRIGUEZ: (Inaudible)? 9 AMBER WILLIAMS: Aid --STEVEN RODRIGUEZ: Aidvantage? 10 AMBER WILLIAMS: I think so. 11 12 STEVEN RODRIGUEZ: Okay, so, yeah, you would not have Aidvantage anymore. Your loans would go to 13 14 MOHELA because they're the only ones that do the 15 public service loan forgiveness programs. 16 AMBER WILLIAMS: Oh, okay. And -- and is 17 that -- you said something about a -- a program. Did 18 you say the SAVE program? What's that? 19 STEVEN RODRIGUEZ: Yeah, that's the name of 20 the program that you will qualify for, Ms. Hampton. It's called the SAVE program. 21 2.2 AMBER WILLIAMS: Okay. 23 STEVEN RODRIGUEZ: It's a program that 24 President Biden just reinstated based on your income. 25 In your case, you will be qualifying for what I told

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Williams Attachment F, Page 15 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 128 of 139 Page 78 of 89 Page 78 of 89

WS330544

USA Student Debt Relief 2/28/2024 you because you make less than \$60,000 a year. 1 2 AMBER WILLIAMS: Okay. I think I heard 3 about that. There's, like, some news about it that 4 just came out. 5 STEVEN RODRIGUEZ: Yes, ma'am. Yeah, the 6 agency reinstated them about really like two weeks ago 7 (inaudible). 8 AMBER WILLIAMS: Okay. Okay. 9 STEVEN RODRIGUEZ: Okay. So what we would have to do, ma'am, like I said, is either -- let me 10 ask you a question. When you first took out these 11 12 loans, Ms. Hampton, did you maybe have another email besides MsAshleyHampton90@gmail? 13 14 AMBER WILLIAMS: What was the question, do I 15 have another email? 16 STEVEN RODRIGUEZ: Yeah, when you first took 17 out these loans, did you maybe have another email 18 besides M -- MsAshleyHampton90@gmail? 19 AMBER WILLIAMS: Probably. I took these 20 out, like --21 STEVEN RODRIGUEZ: And --2.2 AMBER WILLIAMS: -- when I -- you know, when 23 I was in college. 24 STEVEN RODRIGUEZ: Okay, because this email 25 is not linked with your federal student aid account,

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Williams Attachment F, Page 16 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 129 of 139 Page 79 of 89 Page 79 of 89

17

WS330544

USA Student Debt Relief

2/28/2024

which is FAFSA. Do you -- do you recall what email is 1 2 linked with that account? 3 AMBER WILLIAMS: Ooh, off the top of my head, no. I'd probably have to, like, play around --4 5 or, yeah, like go through maybe some --6 STEVEN RODRIGUEZ: Okay, so what we would 7 have to do, then, in your case, if you don't know, we would have two options. Our first option would be to 8 9 retrieve your user name and your password for your 10 federal student aid account through challenge 11 questions. If not, if we cannot retrieve it through 12 the challenge questions, then we would have to do an FSA recovery on your loans, or create a federal 13 14 student aid account for you if you do not have one. AMBER WILLIAMS: Oh, I'm sure I have one, 15 16 but I don't know what it is. 17 STEVEN RODRIGUEZ: (Inaudible). 18 AMBER WILLIAMS: Because I have loans. 19 So, I'm sorry, what were you saying --Okay. 20 STEVEN RODRIGUEZ: (Inaudible). 21 AMBER WILLIAMS: -- you're saying the email 22 address that I gave you isn't linked to what? 23 STEVEN RODRIGUEZ: Uh-huh, to your federal 24 student aid account, your FSA account, your FAFSA. 25 AMBER WILLIAMS: Okay. And --

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Williams Attachment F, Page 17 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 130 of 139 Page 80 of 89 Page 80 of 89

18

WS330544 2/28/2024 USA Student Debt Relief STEVEN RODRIGUEZ: (Inaudible). 1 2 AMBER WILLIAMS: -- and you're asking which 3 one does. STEVEN RODRIGUEZ: Uh-huh. Well, yeah. 4 5 AMBER WILLIAMS: Got it. 6 STEVEN RODRIGUEZ: I wanted to see if you 7 have another email, maybe that email was linked, but 8 since you don't remember, then what we would have to 9 do is retrieve your account through the challenge questions, or create a federal student aid account for 10 11 you. 12 AMBER WILLIAMS: Okay. And that's something I can do, right? 13 14 STEVEN RODRIGUEZ: Excuse me, ma'am? 15 AMBER WILLIAMS: That's something I can do, 16 right? 17 STEVEN RODRIGUEZ: Well, you can do it by 18 yourself. You can do this whole process, you know, by 19 yourself if you wish. If you want, ma'am, like I 20 said, I sent you all my information, Ms. Hampton, the 21 (inaudible) on our company. I'm here from 9:00 a.m. to 7:00, Eastern 2.2 23 Time, Monday through Friday. My direct line is on 24 that email that I sent you. My name is Steven 25 Rodriguez. Just give me a call back whenever you want

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Williams Attachment F, Page 18 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 131 of 139 Page 8793 Page 81 of 89

WS330544

USA Student Debt Relief

2/28/2024

to (inaudible) the process, if you want to go into 1 2 these programs, and I will be glad to help you. 3 AMBER WILLIAMS: Okay. Oh, thanks, Steven. 4 I do see the email. It -- it came through this time. 5 STEVEN RODRIGUEZ: Oh, okay, perfect. 6 AMBER WILLIAMS: Okay. So, yeah, I do --7 okay, case manager, cool. So I do -- I do want to 8 think about it, but the way that you described it 9 sounds like it would be a really big help to me, 10 because like I said --11 STEVEN RODRIGUEZ: Oh, well, great, ma'am. 12 Honestly, this is your best option. Honestly, that's 13 (inaudible) these programs. Obviously, your lenders, 14 they're going to want all the money from you, plus 15 the interest, and they probably -- and they will consolidate your loans, so you probably have a whole 16 17 bunch of interest rates with them anyway. 18 AMBER WILLIAMS: Yeah. Okay. I did -- I 19 did have one more question for you, Steven. You --20 you were saying earlier that the -- for -- I think you 21 said for the first six months I'd have to pay 124, and 2.2 I was just curious about, like, why -- why there's 23 like -- basically, like, I'd have to pay like the 125 24 for six months and then it drops down to, like, \$29 25 after that.

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Williams Attachment F, Page 19 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 132 of 139 Page 82 of 89 Page 82 of 89

WS330544

USA Student Debt Relief

2/28/2024

1 STEVEN RODRIGUEZ: So for -- for the first 2 six months, Ms. Hampton, you're paying for the 3 consolidation of your loans. So the payment's a little bit higher. And then once your loans are 4 5 consolidated, you go straight -- you go into the 6 program, where your payments will be \$29 a month for 7 10 years. 8 AMBER WILLIAMS: Okay, so the higher payment 9 is for my loans to be consolidated? 10 STEVEN RODRIGUEZ: Yeah, because your loans 11 have to be consolidated in order for you enroll -- for 12 you to enroll into these forgiveness programs. 13 AMBER WILLIAMS: Okay. But -- but -- oh, so 14 does that -- does that mean that for the first six 15 months while my loans are being consolidated I still 16 have to pay the current amount that I have? 17 STEVEN RODRIGUEZ: No. No, you don't have 18 to pay. Like I said, we'll put you on forbearance 19 with your lender while this whole consolidation 20 process is taking place, so this way you don't have to 21 pay the 124 plus your lender for the 400. We stop the 2.2 payments with your lender. 23 AMBER WILLIAMS: Yeah. 24 STEVEN RODRIGUEZ: With Aidvantage. 25 AMBER WILLIAMS: I would hate to be in a

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Williams Attachment F, Page 20 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 133 of 139 Page 83 of 89 Page 83 of 89

WS330544

USA Student Debt Relief 2/28/2024 position where I'd have to pay both at the same time. 1 2 STEVEN RODRIGUEZ: Oh, yeah, no, yeah, we 3 would not -- we would not -- we wouldn't make you do 4 that, ma'am. 5 AMBER WILLIAMS: Okay. 6 STEVEN RODRIGUEZ: The payments with 7 Aidvantage will stop, okay, while the whole 8 consolidation process is taking place, and the 9 Department of Education, they assign you a new lender, which in your case, like I said, it would be MOHELA 10 since you work for the public school system. 11 12 AMBER WILLIAMS: Uh-huh, okay. Okay. 13 STEVEN RODRIGUEZ: Yeah. 14 AMBER WILLIAMS: I think -- I think that 15 sounds good. 16 STEVEN RODRIGUEZ: So if you want, like I 17 said, ma'am, just call me tomorrow, Ms. Hampton. I'm 18 here from 9:00 a.m. to 7:00, Eastern time. Just think 19 about it, sleep on it, and then call me tomorrow and I 20 will be glad to help you. Okay? 21 AMBER WILLIAMS: Okay. Oh, one more thing 2.2 for you, Steven. I didn't check the email, but when I 23 first called, it said if I know who I want to speak 24 with, like -- you know, like, press their number. Do 25 you have, like, a direct line, or is that in the email

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Williams Attachment F, Page 21 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 134 of 139 Page 84 of 89 Page 84 of 89

WS330544

USA Student Debt Relief 2/28/2024 1 that you --2 STEVEN RODRIGUEZ: Yeah. 3 AMBER WILLIAMS: -- sent me? STEVEN RODRIGUEZ: It's on the email 4 5 (inaudible) --6 AMBER WILLIAMS: Okay. 7 STEVEN RODRIGUEZ: -- the company's 8 information is on there, then it also says direct 9 line, and that is my direct line. You can call me directly, so this way you don't have to go through 10 any transfers or anything like that. 11 12 AMBER WILLIAMS: Gotcha. STEVEN RODRIGUEZ: And if I don't pick up, 13 14 it's because I'm on the phone with a client. Just 15 leave me a voicemail and I'll get right back to you. 16 AMBER WILLIAMS: Okav. 17 STEVEN RODRIGUEZ: All right? AMBER WILLIAMS: Okay. I think that sounds 18 19 So, then, just so I'm clear, if I -- if I want qood. 20 to move forward, what are the next steps with you? 21 STEVEN RODRIGUEZ: What we would have to do, 2.2 ma'am, is retrieve your user name and your password --23 AMBER WILLIAMS: Yep. 24 STEVEN RODRIGUEZ: -- your federal student 25 aid account or create an account, and we would have to

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Williams Attachment F, Page 22 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 135 of 139 Page 85 of 89 Page 85 of 89

WS330544

USA Student Debt Relief

2/28/2024

program all the payment dates, also the payment 1 2 methods, then the system would generate your service 3 agreement with all your information. We'll send it to your email for you to sign through electronic 4 5 signature, and then the whole process will be б completed. 7 AMBER WILLIAMS: Okay. And, then --8 STEVEN RODRIGUEZ: Okay. 9 AMBER WILLIAMS: -- six months to pay the Oh, quick question, Steven, sorry. So I'm 10 124. paying -- I'm paying the 124 for six months, and then 11 12 you mentioned that I'd have to pay, I think, \$29 for 13 120 months. 14 STEVEN RODRIGUEZ: Uh-huh, which is 15 (inaudible). AMBER WILLIAMS: So, technically, am I 16 17 paying for 10 years -- 10 years and six months before, 18 like, my loans are forgiven? Like, I'm trying to --19 I'm trying to nail down, like, when would the loans be 20 forgiven? When would all this be taken care of? 21 STEVEN RODRIGUEZ: Well, no, I mean 2.2 (inaudible) done, so you have to finish the term up to 23 10 years. Once you finish the term, you will end up 24 paying \$3,480, and then the whole loan will be taken 25 off your credit because you completed the requirement

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Williams Attachment F, Page 23 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 136 of 139 Page 136

WS330544 USA Student Debt Relief 2/28/2024 for the public service loan forgiveness programs, 1 2 which is 120 months of payments. 3 AMBER WILLIAMS: Yeah, so -- but if it's 120 months of payments, does that include the six months 4 5 I'm paying 124? 6 STEVEN RODRIGUEZ: No, it doesn't include 7 it, ma'am. So it would be really 126 -- 126 months. AMBER WILLIAMS: Gotcha. Gotcha. 8 Okav. That was my question. So, technically, in 126 months, 9 my loans would be forgiven? 10 11 STEVEN RODRIGUEZ: Correct. 12 AMBER WILLIAMS: Okay. Okay. Awesome. Thank you, Steven. I appreciate your help. 13 14 STEVEN RODRIGUEZ: You're welcome, ma'am. 15 You're welcome, Ms. Ashley. All right, ma'am, so just 16 give me a call whenever you are ready, and I'll be 17 glad to help you. 18 AMBER WILLIAMS: Okay. That sounds great. 19 STEVEN RODRIGUEZ: All right. You have a --20 you have a blessed night. Bye-bye. 21 AMBER WILLIAMS: Thank you. Same to you. 2.2 STEVEN RODRIGUEZ: (Inaudible). 23 AMBER WILLIAMS: Bye-bye. 24 (The call was concluded.) 25 (The recording was concluded.)

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Williams Attachment F, Page 24 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 137 of 139 Page 137

25

WS330544

USA Student Debt Relief 2/28/2024 1 CERTIFICATE OF TRANSCRIPTIONIST 2 3 4 I, Sara J. Vance, do hereby certify that the 5 foregoing proceedings and/or conversations were б transcribed by me via CD, videotape, audiotape or 7 digital recording, and reduced to typewriting under my 8 supervision; that I had no role in the recording of 9 this material; and that it has been transcribed to the 10 best of my ability given the quality and clarity of 11 the recording media. 12 I further certify that I am neither counsel 13 for, related to, nor employed by any of the parties to 14 the action in which these proceedings were transcribed; and further, that I am not a relative or 15 16 employee of any attorney or counsel employed by the parties hereto, nor financially or otherwise 17 18 interested in the outcome of the action. 19 Sara J. Vance 20 21 DATE: 4/1/2024 2.2 SARA J. VANCE, CERT 23 24 25

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Williams Attachment F, Page 25 of 25

Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 138 of 139 Page 88 of 89

6/3/24, 11:19 AM

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Ashely Hampton <msashleyhampton90@gmail.com>

STUDENT LOAN FORGIVENESS

2 messages

Steven Rodriguez <stevenr@usastudentdebtrelief.com> To: msashleyhampton90@gmail.com Wed, Feb 28, 2024 at 5:52 PM



Steven Rodriguez

Case Manager

Phone: (877) 871-6116 Ext. 106 Direct: (941) 479-9406 Email: stevenr@usastudentdebtrelief.com www.usastudentdebtrelief.com

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Steven Rodriguez <stevenr@usastudentdebtrelief.com>
To: msashleyhampton90@gmail.com
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Wed, Feb 28, 2024 at 5:49 PM



Steven Rodriguez

Case Manager

Phone: (877) 871-6116 Ext. 106 Direct: (941) 479-9406 Email: stevenr@usastudentdebtrelief.com www.usastudentdebtrelief.com

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Case 8:24-cv-01626-KKM-AAS Document 3-3 Filed 07/09/24 Page 139 of 139 Page 89 of 89

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Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 1 of 220 PageID 802

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA TAMPA DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

Case No. _____

VOLUME III

START CONNECTING LLC, et al.,

Defendants.

DECLARATION OF FTC INVESTIGATOR CHRISTINE CARSON

EXHIBITS SUPPORTING PLAINTIFF'S *EX PARTE* MOTION FOR TEMPORARY RESTRAINING ORDER WITH ASSET FREEZE, APPOINTMENT OF A TEMPORARY RECEIVER, OTHER EQUITABLE RELIEF, AND ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE

VOLUME III OF III

FTC Declarations Cont.				
PX19	Declaration of FTC Investigator Christine Carson			

FTC v. Start Connecting LLC et al. <u>Exhibits to Emergency TRO Motion</u>

<u>PX19</u>

Declaration of FTC Investigator Christine Carson

Volume III

DECLARATION OF CHRISTINE L. CARSON PURSUANT TO 28 U.S.C. § 1746

I, Christine L. Carson, hereby declare as follows:

1. My name is Christine L. Carson. I am a United States citizen and over eighteen years of age. I have been employed with the Federal Trade Commission ("FTC" or "Commission") for over two years and have held the position of investigator for approximately six months. My office address is 230 South Dearborn Street, Room 3030, Chicago, IL 60604. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I would testify to the same.

2. As part of my duties, I research, monitor, and investigate parties who are suspected of engaging in deceptive or unfair acts or practices in violation of Section 5(a) of the Federal Trade Commission Act, and other laws or rules enforced by the FTC, including the Telemarketing Sales Rule, 16 C.F.R. Part 310. I gather information and review documents, financial records, and other evidence in connection with FTC investigations and federal court litigation. I am also a custodian of documents and records obtained by the FTC during the course of investigations to which I am assigned. In my capacity as an investigator, I also routinely pose as a consumer who is not affiliated with the FTC, and I am authorized to record telephonic conversations with parties suspected of violating the FTC Act, and the rules the FTC enforces.

3. In the course of my employment, I have been assigned to participate in the FTC's investigation of Start Connecting LLC, also doing business as USA Student Debt Relief ("USASDR"); Start Connecting SAS, also doing business as USA Student Debt Relief; Douglas Goodman; Doris Gallon-Goodman; and Juan Rojas (collectively, "Defendants"). As part of the FTC's investigation of Defendants, and pursuant to Section 20 of the FTC Act, 15 U.S.C. § 57b-

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 4 of 220 Page 2 of 407 Page 2 of 407

1, the Commission issued Civil Investigative Demands ("CIDs") to third-party entities having information relevant to the investigation. I am one of the custodians of documents produced pursuant to the CIDs issued in this investigation. As a custodian, I downloaded some of the responsive productions that FTC staff received via email or secure file transfer link and saved them to a secure FTC server.

4. Throughout this declaration and in its attachments, information that constitutes or would reveal personally identifiable information has been redacted.

CORPORATE RECORDS

5. In the course of this investigation, I obtained certain business records relating to Defendants and their Florida-based limited liability companies from the Florida Secretary of State.

a. Attached hereto as Carson Attachment A is a true and correct copy of the Articles of Organization for Start Connecting LLC filed February 13, 2019.
Douglas R. Goodman is listed as the LLC's authorized member.

b. Attached hereto as Carson Attachment B is a true and correct copy of an Application for Registration of Fictitious Name filed March 11, 2019, seeking to register the fictitious name "USA Student Debt Relief," and identifying Douglas R. Goodman as the owner of the name.

c. Attached hereto as Carson Attachment C is a true and correct copy of the most recent annual report for Start Connecting LLC filed on April 15, 2024 by Douglas Goodman. The report lists three authorized members of the LLC:
Douglas R. Goodman, Doris E. Gallon-Goodman, and Juan Sebastian Rojas.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 5 of 220 Page 10/09/24 Page 3 of 407

d. Attached hereto as Carson Attachment D is a true and correct copy of the Articles of Organization for Zage Group LLC filed January 14, 2009. Douglas R. Goodman and Doris E. Goodman are listed as the LLC's managing members.

e. Attached hereto as **Carson Attachment E** are true and correct copies of the three most recent annual reports for Zage Group, LLC, filed March 28, 2022, April 20, 2023, and April 15, 2024, respectively. These reports list Douglas R. Goodman as the LLC's president/authorized member and Doris Goodman as a manager.

6. For companies not incorporated in the United States, I conducted research using the Consolidated Lead Evaluation and Reporting (CLEAR) database. CLEAR is a comprehensive research database that allows authorized users to search for information about individuals and companies.

7. On June 25, 2024, I ran a search for Start Connecting SAS in CLEAR. The CLEAR report showed the following information:

a. Start Connecting SAS is a Colombia corporation with its business address listed as Calle 16 6 Rte 21 Oficina 301 y 401, Cali, Colombia.

b. Start Connecting SAS was founded in 2020 and remains active as of the date of the report.

c. The CEO of Start Connecting SAS is Juan Sebastian Hernan Rojas Gallon ("Rojas"). The CLEAR report indicates that the company has 48 employees, but Rojas is the only individual specifically mentioned in the report.

d. Start Connecting SAS's line of business is listed as "telephone communications."

PROPERTY SEARCH

8. On June 26, 2024, using the Sarasota County Clerk Official Records website (https://www.sarasotaclerk.com/records/official-records/search-land-records), I searched the property records database for USASDR's headquarters at 1412 Pine Bay Drive, Sarasota, Florida 34231. The search indicated that this property is a single-family home shared by Douglas R. Goodman and Doris E. Gallon-Goodman, a married couple. Attached hereto as **Carson Attachment F** is a true and correct copy of the Warranty Deed for the property dated October 19, 2023, and recorded on October 20, 2023.

9. On June 26, 2024, I searched Google for Calle 16 6 Rte 21 Oficina 301 y 401, Cali, Colombia—the physical address associated with Start Connecting SAS in CLEAR. The results included a listing in an online directory, "Informa Colombia Directorio de Empresas" (https://www.informacolombia.com/directorio-empresas/informacion-empresa/start-connectingsas), confirming that this address is a "call center" run by Start Connecting SAS. As discussed further below, the Start Connecting SAS website identifies the name of the building in which the business is located as "Edificio Roldan." A search of Google maps for "Edificio Roldan" brings up an office building located at the intersection of "Calle 16 Norte" and "Avenida 6A Norte" in Cali, Colombia. Attached hereto as **Carson Attachment G** are true and correct copies of the "Informa Colombia Directorio de Empresas" printout and the Google maps listing for Edificio Roldan.

CONSUMER SENTINEL NETWORK COMPLAINTS

10. The FTC maintains Consumer Sentinel, which is a database of complaints received from consumers, directly or through law enforcement agencies, U.S. federal agencies, state agencies, local agencies, foreign agencies, and other organizations. The Consumer Sentinel

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 7 of 220 Page 10/08 Page 5 of 407

database and the information contained in the database are to be used for law enforcement purposes.

11. Consumer Sentinel includes consumer complaints involving the following issues: (a) General Fraud; (b) Do Not Call; and (c) Identity Theft. In general, before consumers can file a Do Not Call (DNC) complaint, their telephone numbers must be registered on the National Do Not Call Registry (National Registry) for 31 days before they received an unwanted telemarketing call.

12. On June 28, 2024, I accessed and searched Consumer Sentinel for consumer complaints about USA Student Debt Relief. Specifically, I searched for all complaints mentioning USA Student Debt Relief, Start Connecting LLC, or close variations of those names, as well as websites, business addresses, names, telephone numbers, and email addresses that I know to be associated with Defendants' operation. In some instances, a consumer may have filed complaints against Defendants with multiple law enforcement agencies, government agencies, or other organizations (such as the Federal Trade Commission, the U.S. Department of Education ("ED"), and the Consumer Financial Protection Bureau), which then provided the complaint data to Consumer Sentinel. Any duplicate complaints, submitted by a consumer with the same name on the same date, were removed and not double-counted. FTC staff and I then reviewed these consumer complaints and determined that the complaints appear to be related to Defendants' business practices.

13. Based on the Consumer Sentinel search results, there have been approximately370 unique consumer complaints filed against USASDR. The results of that search are asfollows:

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 8 of 220 Page 8 0 Page 6 of 407

a. Of these approximately 370 complaints, about 305 were found in
Consumer Sentinel's General Fraud database, about 50 were found in the Do Not
Call database, and about 15 were found in the Identity Theft database;

b. The bulk of the consumer complaints about USASDR—approximately
332 out of 370—were submitted in 2022 or later; and

c. Of the approximately 370 unique consumer complaints in Consumer Sentinel about USASDR, some 160 came from residents of Puerto Rico. Many of those complaints were submitted in Spanish.

14. Based upon my review, the consumer complaints typically raise one or more of the following issues:

a. Defendants misled consumers to believe that USASDR was affiliated or worked directly with the U.S. Department of Education or federal student loan servicers;

b. Defendants falsely promised that they would enroll consumers in a student loan repayment or forgiveness program that will reduce their monthly payments to a guaranteed low, fixed amount for a set number of years, at which point the remaining loan balance will be forgiven in full;

c. Defendants falsely claimed that consumers needed to pay Defendants a fee in order to enroll in free government-sponsored student loan repayment programs;

d. Defendants misrepresented that consumers' monthly fees were being applied against the balance of their loans;

e. Defendants placed unwanted telemarketing calls to consumers whose numbers are on the National Registry and did not consent to receive such calls; and

f. Defendants accessed or attempted to access consumers' online Federal
Student Aid (FSA) student loan accounts, and/or obtained or attempted to obtain
consumers' sensitive personal information and credit or debit card information.

15. Attached hereto as **Carson Attachment H** are true and correct copies of 21 illustrative consumer complaints about USASDR that were available on Consumer Sentinel.

UNDERCOVER TELEPHONE CALL

16. As part of the FTC's investigation, I conducted one undercover telephone call, during which I posed as a fictitious consumer and recorded my telephone conversation with Defendants using a digital audio recorder.

17. Specifically, on April 5, 2024, at approximately 12:05 p.m. Eastern Standard Time, I used an undercover cellphone to place a telephone call to 941-479-9401. This telephone number appeared on the USASDR website. During the undercover telephone call, I posed as a fictitious consumer with the name "Kelly Malone" and I spoke with a female representative who identified herself as "Brigitte Sanchez" with USA Student Debt Relief.

18. After the call, I played the recording to confirm that the conversation had been recorded properly. I then copied the audio recording from the digital recorder to the FTC's network through the USB port on the digital recorder and sent it to a legal transcription company called For The Record, Inc. For the Record, Inc. transcribed the recording and sent the transcript to me. I reviewed the transcript against the original recording to verify the accuracy of the transcript. I noted any needed corrections in the transcript on the errata sheet and submitted

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 10 of 220 Page 8 of 407 Page 8 of 407

them to For The Record, Inc. for revision. For The Record, Inc. then sent the corrected transcript to the FTC. Attached hereto as **Carson Attachment I** is a true and correct copy of the corrected transcript of the April 5, 2024, recorded undercover telephone conversation with "Brigitte Sanchez" of USA Student Debt Relief.

19. During the undercover call on April 5, 2024, "Brigitte" informed me she was going to send me an email, including a service agreement, to the email address associated with "Kelly Malone." During the undercover call, I accessed the Microsoft Outlook email address associated with "Kelly Malone" and noticed that I had received an email from "Brigitte Sanchez" (brigitte.s@usastudentdebtrelief.com) attaching a service agreement. Attached hereto as **Carson Attachment J** is a true and correct copy of the email and service agreement that I received from "Brigitte Sanchez" on April 5, 2024.

DOMAIN REGISTRATION RECORDS

20. In response to a CID, domain name registrar GoDaddy.com, LLC produced records to the FTC relating to accounts held in the names of Douglas Goodman, Doris Gallon-Goodman, and Juan Sebastian Rojas.

21. These records show that on February 7, 2019, an account ending in 4295 in the name of Douglas R. Goodman was used to register the domain name start-connecting.com. The contact email associated with this account was doug.goodman@zagegroup.com, and the contact address was 1412 Pine Bay Drive, Sarasota, Florida 34231.

22. On March 11, 2019, an account ending in 0062 in the name of Doris Goodman was used to register the domain name usastudentdebtrelief.com. The contact email associated with this account was doug.goodman@zagegroup.com, and the contact address was 1412 Pine Bay Drive, Sarasota, Florida 34231.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 11 of 220 Page 9 of 407

23. On November 23, 2020, an account ending in 1256 in the name of Juan Sebastian Rojas Gallon was used to register the domain name starconnectingsas.com. The contact email associated with this account was attorney@start-connecting.com, and the contact address was Calle 16 #6n-21, Ofi 401, Cali, Valle del Cauca, Colombia, 760001. On November 27, 2020, this same account was used to register the domain name startconnecting-sas.co. GoDaddy records indicate that both domains have since been canceled.

24. On January 28, 2021, an account ending in 7586 in the name of Juan Sebastian Rojas was used to register the domain name usastudentdebtrelief.us. The contact email associated with this account was info@usastudentdebtrelief.com, and the contact address was Calle 16 #6N-21, Santiago de Cali, Valle Del Cauca, Colombia 760001. On April 7, 2021, this same account was used to register the domain name startconnecting.co.

25. Attached hereto as **Carson Attachment K** are true and correct copies of certain pages of the domain name registration records described above. The information above is also condensed into the summary table below:

Account Holder	Domain Name	Created	Status
Douglas R. Goodman	start-connecting.com ¹	2/7/2019	Active
Doris Goodman	usastudentdebtrelief.com	3/11/2019	Active
Juan Sebastian Rojas Gallon	starconnectingsas.com	11/23/2020	Canceled
(account ending in 1256)	startconnecting-sas.co	11/27/2020	Canceled
Juan Sebastian Rojas	usastudentdebtrelief.us. ²	1/28/2021	Active
(account ending in 7586)	startconnecting.co	4/7/2021	Active

26. In addition to the identifying information listed above, the records produced by GoDaddy included the Internet Protocol (IP) addresses associated with each GoDaddy account

¹ As of today's date, this URL automatically redirects to www.usastudentdebtrelief.com. My colleague, Amber Williams, took screen captures of that website in September and December of 2023. Copies of her captures are appended to her declaration (PX18) as Williams Attachments A, B, and C.

² GoDaddy records indicate that this domain registration remains active, but as of today's date the URL does not direct to a website.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 12 of 220 Page 10 of 407 Page 10 of 407

holder. Based on these records, FTC staff and I identified two Colombia-based IP addresses— 181.143.235.251 and 181.79.11.26—that were used in connection with Juan Sebastian Rojas's GoDaddy accounts. Attached hereto as **Carson Attachment L** are true and correct copies of two of the GoDaddy billing records displaying the IP addresses in question. As discussed further below, staff and I provided these IP addresses to officials at the Department of Education ("ED"), who in turn used them to help us identify other USASDR-associated IP addresses.

WEBSITE CAPTURES

A. <u>startconnecting.co</u>

27. On June 24, 2024, using an FTC computer, I visited Start Connecting SAS's website at www.startconnecting.co. I captured the website using a program called "Snagit." Attached hereto as **Carson Attachment M** are true and correct copies of selected pages from www.startconnecting.co. The website landing page has a submission field soliciting applicants to work in an international call center. The website's privacy page lists Start Connecting SAS's address as "Calle 16 Nro. 6N-21 Oficinas 201, 301 y 401 Edificio Roldan de Cali- Valle," its telephone number as +57 3168854615, and its email address as "info@startconnecting.co."

B. <u>USASDR Facebook Page</u>

28. On May 31, 2024, using an FTC computer, I visited USASDR's Facebook profile and used Snagit to take several captures, true and correct copies of which are attached hereto as

Carson Attachment N.

a. First, I captured the USASDR Facebook profile's "About" page,
www.facebook.com/Usastudentdebtrelief/about. The page lists USA Student
Debt Relief's phone number as (877) 871-6116, its email address as

info@usastudentdebtrelief.com, and its website as www.usastudentdebtrelief.com.

b. I then captured the "Photos" page,

- www.facebook.com/Usastudentdebtrelief/photos. This page displays a reverse chronological ordering of the many photos and graphics currently visible on USASDR's Facebook page. The posts are dated between June 15, 2019 and June 1, 2023.
- c. Finally, I captured select posts from USASDR's main Facebook feed, www.facebook.com/Usastudentdebtrelief. These posts feature purported consumer testimonials, references to the Department of Education, and images of American flags, the Statute of Liberty, and President Biden.

C. <u>USASDR Instagram Page</u>

29. On May 8, 2024, using an FTC computer, I visited USASDR's Instagram profile, www.instagram.com/usastudentdebtrelief, and took several captures using Snagit. Attached hereto as **Carson Attachment O** are true and correct copies of five of the posts I captured from USASDR's Instagram feed that purport to feature testimonials from actual USASDR customers.

D. <u>Reverse Image Searches</u>

30. On May 10, 2024, using an FTC computer, I conducted reverse image searches of the images of purported USASDR customers contained in the Instagram posts compiled in Attachment O.

a. I was able to trace three of the images back to stock photo websites using
Google's reverse image search function. Attached hereto as Carson Attachment
P are true and correct copies of my reverse-image Google search findings.

b. I was able to trace the other two images back to stock photo websites
using the reverse image database TinEye.com. Attached hereto as Carson
Attachment Q are true and correct copies of my reverse-image TinEye search findings.

E. Facebook Profiles Associated with Defendants and Their Family Members

31. On June 3, 2024, using an FTC computer, I visited the publicly available Facebook profile of "Juan Sebastian Rojas" and took three captures using Snagit, true and correct copies of which are attached hereto as **Carson Attachment R.** Specifically, I did the following:

a. I navigated to the "About" page, www.facebook.com/sebasleo86/about, which states that Juan Sebastian Rojas "[1]ives in Santiago de Cali." I captured this page.

b. I selected the subheading titled "Family and relationships,"

www.facebook.com/sebasleo86/about_family_and_relationships. This page lists "Luisa Rojas" under a subheading labeled "Family members" and describes her as Juan Rojas's sister. Visible under the heading labeled "Friends" are profiles under the names "Luisa Rojas," "Douglas Goodman" and "Doris E. Gallon-Goodman." I captured this page.

c. I clicked on one of the photographs visible on Juan Rojas's profile in which Juan Sebastian Rojas, Doris Gallon-Goodman, and Douglas Goodman are featured sitting around a table. (I was able to recognize each Defendant based on other photographs of them that I have reviewed.) The photograph was posted on

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 15 of 220 Page 13 of 407 Page 13 of 407

February 4, 2024, and is captioned "Madre una gracias a Dios." I captured this page.

32. On June 3, 2024, I visited the publicly available Facebook profile of "Bakie Goodman" and captured the "About" page, www.facebook.com/bakie.goodman/about. Profiles under the names "Douglas Goodman" and "Luisa Rojas" are visible under the heading labeled "Friends." (According to CLEAR, Douglas Goodman is Bakie Goodman's father, which means that Luisa Rojas is Bakie Goodman's stepsister.) At the bottom of the page, under the heading "Reviews given," is a positive review that Bakie Goodman posted about USA Student Debt Relief. Attached hereto as **Carson Attachment S** is a true and correct copy of this page. Upon information and belief, Bakie Goodman has never been an actual USASDR customer, so this purported review of USASDR is fake.

33. On June 3, 2024, I visited the publicly available Facebook profile of "Luisa Rojas" and took two captures, true and correct copies of which are attached hereto as **Carson Attachment T**.

a. I navigated to the "About" page and selected the subheading labeled "Family and Relationships,"

www.facebook.com/luisa.rojas.7/about_family_and_relationships. This page lists "Juan Sebastian Rojas" under a subheading labeled "Family members" and describes him as Luisa Rojas's brother. At the bottom of the page, under the heading "Reviews given," is a positive review that Luisa Rojas posted about USA Student Debt Relief. I captured this page. Upon information and belief, Luisa Rojas has never been an actual USASDR customer, so this purported review of USASDR is fake.

b. Next, I clicked on the heading labeled "Friends,"

www.facebook.com/luisa.rojas.7/friends, and typed in the name "Kamal Patel." The search results revealed that Luisa Rojas is Facebook friends with an individual named Kamal Patel whose name and profile picture is identical to one of the Facebook profiles that left a positive review on USASDR's Facebook page. I captured this page. Upon information and belief, Kamal Patel is an associate of Luisa Rojas rather than an actual customer of USASDR, so his purported review of the company is fake. A screen capture of Kamel Patel's review, listed alongside the reviews left by Luisa Rojas and Bakie Goodman, is attached to the Declaration of Amber Williams (PX18) as Attachment D.

34. On June 5, 2024, I visited the publicly available Facebook profile of "Doris Gallon-Goodman" and took several captures. Attached hereto as **Carson Attachment U** are true and correct copies of three of those captures:

a. I visited the "Check-ins" page,

www.facebook.com/doris.gallongoodman/map, which displays a reverse chronology of locations that Doris Gallon-Goodman visited between 2017 and 2024. Recent destinations include Norway, Sweden, Denmark, Quebec, the Czech Republic, Austria, Hungary, Turkey, Spain, Portugal, and Colombia. Colombia is the most frequently listed international destination, with check-ins showing eight separate trips between March 2021 and February 2024. I captured this page.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 17 of 220 Page 15 of 407 Page 15 of 407

b. I next captured a photograph of two individuals that I recognize to be
Doris Gallon-Goodman and Douglas Goodman, which was uploaded on May 20,
2024, and is geotagged to Bergen, Norway.

c. I then captured a photograph of two individuals that I recognize to be Doris Gallon-Goodman and Juan Sebastian Rojas, which was uploaded on February 4, 2024, and is geotagged to Cali, Colombia. The caption reads "Very grateful for a beautiful weekend with my son Sebastian."

35. On June 26, 2024, I searched the publicly available information on Facebook for "Patrick Field," which I know from my research is the name of Luisa Rojas's ex-husband. Two posts by Doris Gallon-Goodman appeared and I captured them. One post is from November 22, 2019 and geo-tagged to Cartagena, Colombia. In it, Doris mentions her daughter Luisa Rojas's wedding to Patrick Field. In the second post, dated September 25, 2020, Doris discusses taking a boat ride with her daughter Luisa and Luisa's husband Patrick Field in Chicago. Attached hereto as **Carson Attachment V** are true and correct copies of those captures.

F. <u>Third-Party Review Platforms</u>

36. On June 26, 2024, using an FTC computer, I visited USASDR's Trustpilot profile at www.trustpilot.com/review/usastudentdebtrelief.com and captured it. Attached hereto as **Carson Attachment W** is a true and correct copy of the reviews displayed on Trustpilot. The page lists USA Student Debt Relief's phone number as (877) 871-6116, its email as info@usastudentdebtrelief.com, and its address as 1412 Pine Bay Drive, Sarasota, FL 34234. The capture shows that as of June 26, 2024, USASDR had 34 Trustpilot reviews and an average rating of 3.7 out of five stars based on the reviews.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 18 of 220 Page 19 Page 16 of 407

37. On June 26, 2024, using an FTC computer, I visited USASDR's Google reviews page and captured it. Attached hereto as **Carson Attachment X** is a true and correct copy of the reviews displayed on Google. The page lists USA Student Debt Relief's address as 1412 Pine Bay Drive, Sarasota FL. The capture shows that as of June 26, 2024, USASDR had 23 Google reviews and an average rating of 2.0 out of five stars based on the reviews.

BETTER BUSINESS BUREAU RECORDS

38. During the course of the FTC's investigation, staff obtained records maintained by the Better Business Bureau Serving West Florida ("BBB") regarding USA Student Debt Relief. These records included consumer complaints and associated documents, details about customer reviews and consumer complaints posted to the BBB's website, the BBB's business profile for USASDR, and documents submitted by USASDR when it applied for BBB accreditation in 2021. Most of these materials are discussed in and appended to the declaration of John Zajac (PX14), who is the BBB's corporate counsel.

39. One of the documents provided by the BBB to FTC staff that is *not* appended to John Zajac's declaration is a spreadsheet showing reviews of USASDR that individuals posted or attempted to post to the BBB's website between April 7, 2021 and February 20, 2024 ("the Reviews Spreadsheet"). Because the Reviews Spreadsheet contains a substantial amount of personally identifiable information, the FTC is not submitting it in connection with this filing.

40. As relevant here, the Reviews Spreadsheet compiles the following details about each review submission: the name, email, zip code, and IP address of the individual who submitted the review; the date of the submission; the text of the review in question; whether the BBB allowed the review to be published; and the review's "F score." As explained in the declaration of John Zajac, the "F score" reflects the BBB's algorithmic determination as to

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 19 of 220 Page 17 of 407 Page 17 of 407

whether a review is fake or genuine: Reviews that seems clearly fake are assigned higher F scores (up to a maximum of 1), while reviews that appear genuine receive lower F scores (down to a minimum of 0). The BBB typically declines to publish reviews with high F scores on its website.

41. My review of the Reviews Spreadsheet revealed the following:

a. In total, 38 reviews were submitted between April 7, 2021 and March 22,
2024 (the date the FTC received the spreadsheet from the BBB). Of those
reviews, 27 gave a five-star rating, while the remaining 11 reviews gave one-star
ratings.

b. Each of the first ten reviews submitted to the BBB were five-star ratings.
These reviews were submitted in April and May 2021, shortly after John Zajac
reports that the BBB received its first complaint about USASDR on April 1, 2021.
Nine of those ten submissions received an F score of at least 0.35, with seven
receiving an F score of 0.50 or higher.

c. The first five-star review, which was submitted on April 7, 2021 by an individual identified as "Jake Lopez," read as follows:

I first started with the company two years ago and explained me the whole situation with my student loans I was doubtful at the beginning but after they did the whole process for me lowering my monthly student payments to \$0. I gained trust in them and have been very satisfied with the company and the support they have been providing me.

This review received an F score of .95 and was rejected for publication. The IP address associated with this submission was 181.143.235.251, which is one of the IP addresses known to be associated with USASDR's call center. *See infra* at ¶¶ 127–128.

d. Another five-star review submitted a few weeks later, on April 29, 2021,

was also rejected for publication after receiving an F score of 0.75. The review

read as follows:

I graduated college during the Great Recession. I struggled finding a job and never reached the salary I thought I would get with my college degree. For years, I have been encumbered by student debt and thought this is the way it had to be. During COVID, I had time to look into finding a solution and came across USA Student Debt Relief. When I called, my first impression was how knowledgeable they are with all the choices I had to make my payment more manageable. I didn't realize there were so many options. They found the perfect fit for me by consolidating all my loans resulting in smaller payments each month. I have since became current on my loans as they finally fit my budget. I am very grateful for the service and professionalism this company has offered me.

This review was submitted under the name "Patrick Field" and listed a Chicago-

area zip code, 60661. According to publicly available court filings, Doris Gallon-

Goodman's daughter, Luisa Rojas, married an individual named Patrick Field in

Chicago, Illinois on October 5, 2019; they remained married until January 30,

2023, when a court in Chicago entered a divorce decree. See Judgment for

Dissolution of Marriage, Patrick Field v. Luisa Rojas, Case No. 2022D006199

(Cook Cty. Cir Ct., Jan. 30, 2023). Upon information and belief, Patrick Field

was never a USASDR customer, and his purported review of USASDR is fake.

e. Another five-star review, also submitted on April 29, 2021, was attributed

to an individual identified as "Kam Pat." That review stated as follows:

USA student debt relief was a great help when it came to resolving my student loan situation. I am currently on an affordable plan that is income based and I can now easily manage my monthly payments.

This review netted an F score of .50 but was nonetheless published by the BBB. The prefix to the email address associated with this submission was "kpatel,"

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 21 of 220 Page 19 of 407 Page 19 of 407

suggesting that "Pat" was an abbreviation of the reviewer's actual last name. As discussed *supra* at ¶ 33(b), my review of Luisa Rojas's publicly available Facebook profile revealed that she is friends with a Facebook user named "Kamal Patel," whose Facebook profile was used to leave a similar positive review on USASDR's Facebook page on December 19, 2019. Upon information and belief, Kamal Patel was never a USASDR customer, and the "Kam Pat" review submitted to and published by the BBB is fake.

f. The Reviews Spreadsheet reflects several other instances in which a series of similar-sounding five-star reviews were submitted shortly on the heels of negative reviews or consumer complaints. Some of these five-star reviews were rejected, but others have been published. As a result of this combination of positive and negative reviews, the BBB's website currently states that USASDR had an overall customer review rating of 3.89/5 stars representing an average of 18 published reviews from purported USASDR customers.

42. Finally, a comparison of purported consumer reviews across third-party review platforms reveals a suspicious pattern of similar-sounding positive reviews being posted on multiple platforms on the same day. For example:

a. On February 20, 2024, an individual who identified himself as "John R" successfully posted the following review of USASDR on the BBB's website:

Amazing opportunity to boost your personal economy and growth. Today's economy need an extra help and this company can really make the difference on your favor! Recommended! 5 stars! [*sic* throughout]
Zajac Declaration (PX14), Attachment M, at 1. Separately, an individual named
"John" posted the following review on Trustpilot on February 20, 2024:

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 22 of 220 Page 20 of 407 Page 20 of 407

Definitely is much needed it today's day. But my personal economy do not allow me to proceed. [*sic* throughout]

Carson Attachment W, at 3.

b. On February 8, 2024, an individual who identified himself as "Guillermo

M" successfully posted the following review of USASDR on the BBB's website:

Great service and they know what they are talking about

Zajac Declaration (PX 14), Attachment M, at 1. Separately, a "Guillermo

Mancera" posted the following review on Trustpilot on February 8, 2024:

They helped out in resolving my student loan situation, payments are now manageable.

Carson Attachment W, at 3.

c. On January 18, 2024, an individual who identified himself as "juan david d"

successfully posted the following review of USASDR on the BBB's website:

They offer great customer service and were able to answer all of my questions. Now my credit is much better and I am finally getting everything back to where it should be.

Zajac Declaration (PX14), Attachment M, at 2. Around approximately the same

time,³ a "juandavid diaz" posted the following review on Google:

They provide great service and are very effective. Now I have everything in order

Carson Attachment X, at 3.

PAYMENT PROCESSORS

43. As part of this investigation, the Commission issued CIDs to three payment

processors having information relevant to this investigation: (a) Francis David Corporation d/b/a

³ Google does not list the specific dates on which reviews were posted. My June 26, 2024 capture of USASDR's Google reviews page indicates that this review was posted five months ago, which would have been sometime in mid-January 2024.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 23 of 220 Page 21 of 407 Page 21 of 407

Electronic Merchant Systems ("EMS"); (b) Maverick BankCard; Inc. ("Maverick"); and (c) Cliq, Inc. (Cliq). Payment processors facilitate the processing of credit card and debit card transactions on behalf of merchants—in this case, USASDR. FTC staff also identified a fourth payment processor, PayArc LLC ("PayArc") through additional CIDs sent to FFB Bank (an acquiring bank) and TSYS Acquiring Solutions, LLC (a third-party processor). Each of these entities produced documents and records for merchant accounts associated with Defendants. FTC staff and I have reviewed these records, which I summarize below.

A. <u>EMS</u>

44. Documents obtained from EMS indicate that on April 17, 2019, Luisa Rojas, Doris Gallon-Goodman's daughter and Juan Sebastian Rojas's sister, signed an application for a payment processing account with EMS on behalf of Start Connecting LLC d/b/a USASDR. The application identified her as a "member" of the LLC with 76% equity ownership,⁴ but also stated that she did not have management authority and identified Douglas Goodman as the authorized contact person. The application stated that USASDR had been in business for two months and listed the business's address as 1412 Pine Bay Drive, Sarasota, FL 34231, its phone number as 800-765-8073, and its email as info@usastudentdebtrelief.com. Under "Type of Goods Sold," the application said, "student loan management assistance/svs."

45. According to an inspection report, EMS arranged for an inspection of USASDR's business headquarters, which took place on April 29, 2019. The report indicates that the inspector met with Douglas Goodman. It noted that the business was based in a private home, and that it was not currently operating but that it would be opening that week. The report

⁴ According to public records maintained by the Florida Department of State, Douglas Goodman signed and submitted an April 2019 amendment to Start Connecting LLC's Articles of Organization that added Luisa Rojas as an Authorized Member of Start Connecting LLC, but then signed and submitted another amendment in January 2021 that removed Luisa Rojas as an Authorized Member of the business.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 24 of 220 Page 22 of 407 Page 22 of 407

included photos of the exterior and interior of 1412 Pine Bay Drive, including pictures of a home office.

46. As part of its underwriting process, EMS formulated a list of "pushback questions" regarding various discrepancies in USASDR's application package. For example, EMS noted that the application stated that Start Connecting LLC had been in business only two months but that its "[w]ebsite states 1280 happy students. Prove or remove stats from website." Douglas Goodman provided a written response in which he claimed that the statistic had been removed from the website, but a handwritten note next to his response states "Not Fixed." At EMS's request, USASDR submitted a "Debt Relief Service Merchant Agreement" signed by Douglas Goodman on May 8, 2019, wherein he warranted that USASDR understood and would fully comply with, among other things, Section 5 of the Federal Trade Commission Act and the Telemarketing Sales Rule. On that agreement, Goodman identifies himself as USASDR's president.

47. According to sales data provided by EMS, EMS began processing payments for USASDR in May of 2019. Based on the documents submitted by EMS, it was still actively processing payments for USASDR at the time it responded to the Commission's CID on February 5, 2024.

48. On August 30, 2019, Luisa Rojas executed a form designating "John Rojas" as a contact person on the EMS account. (Upon information and belief, Defendant Juan Sebastian Rojas has typically used the name "John Rojas" when dealing with payment processors.) Thereafter, it appears that Rojas became heavily involved in negotiating reserve releases and disputing chargebacks, while Luisa's involvement appears to have diminished. Internal EMS

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 25 of 220 Page 23 of 407 Page 23 of 407

notes indicate that on January 6, 2023, an EMS representative was told that Luisa Rojas was no longer involved in the account.

49. Attached hereto as **Carson Attachment Y** are true and correct copies of USASDR's merchant application to EMS, the site inspection report, underwriting documents, Debt Relief Merchant Agreement, voided checks, and a merchant comments log showing USASDR's responses to chargeback disputes.

B. <u>Maverick</u>

50. Documents obtained from Maverick indicate that on February 4, 2020, Douglas Goodman signed an application for a payment processing account with Maverick on behalf of Start Connecting LLC d/b/a USA Student Debt Relief. Luisa Rojas co-signed the same application one day later on February 5, 2020. On the application, Douglas Goodman is listed as USASDR's owner and Luisa Rojas is listed as its co-owner. The application stated that USASDR had been in business for four years and listed the business's address as 1412 Pine Bay Drive, Sarasota, FL 34231, its phone number as 1-877-871-6116, and its email as info@usastudentdebtrelief.com.

51. On February 5, 2020, Douglas Goodman and Luisa Rojas jointly executed a "Document Preparation and Related Services Merchant Agreement Addendum" warranting, among other things, that USASDR would not perform outbound telemarketing, advertise unreasonable or unsubstantiated results or claims, or make its charges confusing or misleading in any form.

52. USASDR also submitted a "Sample Sales Script" as part of its application package.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 26 of 220 Page 24 of 407 Page 24 of 407

53. Documents from Maverick indicate that Juan Rojas is involved in managing USASDR's payment processing account with Maverick. Each year, USASDR has submitted a required Payment Card Industry Data Security Standard Self-Assessment Questionnaire on which the sole signatory was "John Rojas." Other records show that Rojas has corresponded with Maverick about requests to release funds from USASDR's merchant account reserve.

54. According to sales data provided by Maverick, Maverick started processing payments for USASDR in February of 2020 and continued to do so at the time it responded to the Commission's CID on January 30, 2024.

55. Attached hereto as **Carson Attachment Z** are true and correct copies of USASDR's merchant application to Maverick, the Document Preparation and Related Services Merchant Agreement Addendum, the Sample Sales Script, and the documents involving Juan Rojas.

C. <u>Cliq</u>

56. Documents obtained from Cliq show that, in July 2021, Douglas Goodman and Doris E. Gallon-Goodman signed an application for a payment processing account with Cliq on behalf of Start Connecting LLC d/b/a USA Student Debt Relief. The application listed both Douglas Goodman and Doris Goodman as residing at 1412 Pine Bay Drive, Sarasota, Florida 34231. The application described Douglas Goodman as the company's "Owner" and the "Controlling Person" with an 80% stake in the business, and Doris Goodman as the company's "Manager" with a 20% ownership stake. The application stated that USASDR had been in business for two years and listed the business's address as 1412 Pine Bay Drive, Sarasota, FL 34231, its phone number as 877-871-6116, its contact email as doug@start-connecting.com, and

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 27 of 220 Page 25 of 407 Page 25 of 407

its website as usastudentdebtrelief.com/index.html. Cliq opened a payment processing account for USASDR on August 13, 2021.

57. Cliq's response to the Commission's CID included a capture of USASDR's homepage that was taken in or around July 2021. The webpage prominently features USASDR's Trustpilot review score and also encourages consumers to read about USASDR's "client experiences" by excerpting purported customer reviews on USASDR's homepage. Two of the three reviews featured on USASDR's homepage as captured by Cliq were attributed to Luisa Rojas and Patrick Field. Both reviews were five stars: Luisa's review said, "Highly recommend these folks! They offer great services to help manage student loans!" while Patrick's read, "USA Student Debt Relief offered a comprehensive understanding of all the various options to reduce student loan payments so the new payment fell within budget." As discussed above, Luisa Rojas and Patrick Field are personal associates of the Defendants. Upon information and belief, neither Luisa Rojas nor Patrick Field has ever been an actual USASDR customer, so their purported reviews of USASDR are fake.

58. USASDR also submitted the same "Sample Sales Script" as part of its application to Cliq that it had previously submitted to Maverick.

59. In his response to an August 2021 email exchange between Douglas Goodman and Cliq about a potential technical issue on USASDR's website, Douglas Goodman identified "John Rojas" as the general manager of USASDR's call center. Rojas also emailed Cliq in October 2021 regarding access to Cliq's chargeback dispute resolution system.

60. Cliq informed the FTC in its CID response that it terminated USASDR's payment processing account in December 2023, shortly before receiving the FTC's CID.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 28 of 220 Page 26 of 407 Page 26 of 407

61. Attached hereto as **Carson Attachment AA** are true and correct copies of USASDR's merchant application to Cliq, the website capture, and the emails involving or describing Juan Rojas, also known as John Rojas.

D. <u>PayArc</u>

62. Documents obtained from FFB Bank show that on January 3, 2024, Douglas Goodman signed an application for Start Connecting LLC d/b/a USASDR to open a payment processing account with PayArc. On the application, Douglas Goodman claimed to have a 100% ownership stake in the company and anticipated a total monthly processing volume of \$150,000 with PayArc. The application listed USASDR's business address as 1412 Pine Bay Drive, Sarasota, FL 34231, its phone number as (877) 871-6116, its contact email as Doug@startconnecting.com, and its website as https://usastudentdebtrelief.com. Schedule D of USASDR's application to PayArc stated that USASDR advertises on social media and the Internet and claimed that customers received USASDR's "goods/services" within "1 day."

63. According to a CID response provided by TSYS Acquiring Solutions, LLC, PayArc accepted USASDR's application and began processing payments on January 4, 2024. FFB Bank's CID response included PayArc's Merchant Process Snapshot, which showed that in January 2024, PayArc processed tens of thousands of dollars in consumer transactions on behalf of USASDR.

64. Attached hereto as **Carson Attachment BB** are true and correct copies of USASDR's merchant application to PayArc and PayArc's Merchant Process Snapshot as they were provided in FFB's CID response.

CORPORATE BANK ACCOUNT RECORDS

65. As part of this investigation, the Commission issued CIDs to two depository institutions having information relevant to the investigation: (a) Truist Bank ("Truist"); and (b) JP Morgan Chase Bank ("Chase"). In response, these banks produced documents and records for six corporate accounts related to Defendants. By reviewing these documents, FTC staff and I were able to trace Defendants' financial activity between 2019 and December 2023. In the paragraphs that follow, I summarize (1) the documents the FTC obtained from Truist and Chase and (2) what those documents revealed about Defendants' operation during the period under review.

A. Bank Records Reviewed

i. Truist Records

66. The corporate bank records the FTC obtained from Truist consisted of bank statements, signature cards, wire transfer records, checks, deposit slips, and withdrawal tickets associated with the four bank accounts listed and summarized in the following table:

Truist Corporate Accounts							
Name on Account	Account Last 4	Signatory	Account Opened	Last Statement Date	Last Statement Balance		
Start Connecting LLC	3611	Douglas R. Goodman	2/28/2019	12/29/2023	\$5,259.01		
Start Connecting, LLC DBA USA Student Debt Relief	3710	Douglas R. Goodman	3/11/2019	12/29/2023	\$3,261.49		
Start Connecting, LLC	4160	Douglas R. Goodman	6/1/2021	12/29/2023	\$5,239.77		
Start Connecting LLC dba USA Student Debt Relief	1059	Douglas R. Goodman	12/27/2023	12/29/2023	\$4,939.59		

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 30 of 220 Page 831 Page 28 of 407

67. Attached hereto as **Carson Attachment CC** are true and correct copies of the signature cards for the Truist accounts listed above. Douglas Goodman is listed as the sole signatory on each of the four accounts.

68. The bank statements associated with these accounts were produced in PDF format, so FTC staff used a financial investigation tool known as Comprehensive Financial Investigations Solutions ("CFIS") to convert them into a format better suited for review and analysis. CFIS is a software product published by Actionable Intelligence Technologies, Incorporated. Among other things, CFIS uses proprietary technology to convert paper and/or electronic account records from financial institutions into an investigative database that can be searched, analyzed, and used to issue a variety of reports, Microsoft Excel spreadsheets, and other exhibits. CFIS is used by numerous government agencies, including the International Revenue Service, the Federal Bureau of Investigation, the Organized Crime Drug Enforcement Task Force, several U.S. Attorney's offices, and the United States Secret Service.

69. Through CFIS, PDF account statements can be imported and processed using Intelligent Document Analyzers that rely on proprietary algorithms and Optical Character Recognition technology to create a searchable database. Intelligent Document Analyzers are document format readers associated with a particular bank or financial statement. After a statement has been indexed and processed, the CFIS database record for that statement is reconciled with the original version of the statement obtained in the proceeding (i.e., the statement produced by a bank or financial institution) to ensure the accuracy of its details, such as the account a transaction is associated with, the date a transaction posted to an account, the transaction amount, transaction category codes, and whether the transaction is an inflow or outflow of funds.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 31 of 220 Page 29 of 407 Page 29 of 407

70. FTC staff used CFIS in this matter to generate a table containing the transactions for the four Truist business accounts. The table was then exported into Excel. I used the Excel statements from CFIS to sort the account transactions by category and/or remarks (which provide some details on the transactions).

71. The transaction details reflected in the Truist bank statements (and the CFIS tables summarizing them) did not always contain sufficient detail to enable me to determine the source or destination for certain transactions. For example, funds received by or disbursed from the Truist accounts via check were simply coded as "Deposit" or "Check Paid," without identifying the specific payor or payee. Similarly, funds received by or disbursed from the Truist accounts via wire transfer were simply coded as "Incoming" or "Outgoing" wires, without specifying the wire source or destination. To resolve this issue, FTC staff and I manually reviewed the checks and PDF wire transfer detail records that Truist had produced, which detailed the funding sources and recipients. We then coded these details in two spreadsheets—a Checks Log and a Wires Log. Staff and I then cross-checked both logs against the data in the CFIS tables to confirm their accuracy.

ii. Chase Records

72. The corporate bank records the FTC obtained from Chase consisted of bank statements, signature cards, wire transfer records, checks, deposit slips, and withdrawal tickets associated with the two bank accounts listed and summarized in the table below:

Chase Corporate Accounts							
Name on Account	Accoun t Last 4	Signatory	Account Opened	Last Statement Date	Last Statement Balance		
Zage Group, LLC	6555	Doris G Goodman; Douglas Goodman	7/26/2010	12/29/2023	\$1,517.20		
Start Connecting LLC	7771	Douglas Robert Goodman; Doris Eugenia Gallon- Goodman	7/26/2023	12/29/2023	\$4,662.50		

73. Attached hereto as **Carson Attachment DD** are true and correct copies of the signature cards for the Chase accounts listed above. Doris Gallon-Goodman and Douglas Goodman are each signatories on both accounts.

74. Unlike Truist, Chase provided copies of bank statements in both PDF and Microsoft Excel format, so importing them into CFIS was unnecessary. Chase also provided wire transfer detail records in Excel format. The scanned checks associated with the Chase accounts were provided in PDF format only, so staff manually coded them in an Excel spreadsheet for analysis.

75. Based on the data reflected in the Truist and Chase records described above, I was able to make the determinations below about USASDR's financial activity, including its total consumer receipts and expenditures, between February 2019 and December 2023.⁵

⁵ Note that while the most recent Truist and Chase bank statements we obtained were from December 2023, Truist produced records of individual checks, cash withdrawal slips, and wire transfers from January 2024. In the section that follows, I include information about transactions through January 2024 where it was possible to do so.

B. <u>Total Consumer Receipts</u>

76. To calculate the net amount of inflow of consumer funds into Defendants'

business accounts, I first totaled automated clearing house (ACH) deposits from Defendants' payment processors. The bank records I reviewed showed that USASDR received funds from three payment processors during the period under review: EMS, Maverick, and Cliq. After calculating the total inflow of ACH deposits received from payment processors, I deducted funds withdrawn via ACH transactions from those payment processors when the transaction descriptions indicated that the debits were related to a chargeback.

Processor Name	First Payment Processed	Last Payment Processed	Total Credits	Account(s) Deposited Into (last 4)	Total Chargebacks	Account(s) Debited (last 4)	Net Total
EMS	6/11/2019	12/29/2019	\$3,754,972.31	Truist 3611; Truist 3710	\$100,882.60	Truist 3611; Truist 3710	\$3,654,089.71
Maverick	2/14/2020	12/29/2023	\$2,067,146.51	Truist 3710	\$53,293.82	Truist 3710	\$2,013,852.69
Cliq	8/25/2021	12/29/2023	\$2,099,977.97	Truist 4160	\$39,109.35	Truist 4160	\$2,060,868.62
			\$7,922,096.79		\$193,285.77		\$7,728,811.02

77. My calculations are reflected in the following table:

78. Between June 11, 2019 and December 29, 2023, the Truist accounts ending in 3611 and 3710 received a combined net total of \$3,654,089.71 in consumer funds from EMS.

79. Between February 14, 2020 and December 29, 2023, the Truist account ending in3710 received a net total of \$2,013,852.69 in consumer funds from Maverick.

80. Between August 25, 2021 and December 29, 2023, the Truist account ending in 4160 received a net total of \$2,060,868.62 in consumer funds from Cliq.

81. Accordingly, by my calculation, between June 11, 2019 and December 29, 2023,USASDR received a net total of \$7,728,811.02 in consumer funds.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 34 of 220 Page 33 of 407 Page 32 of 407

82. Bank records indicate that most of the inflow of consumer funds occurred within the past three years. Excluding all transactions prior to July 12, 2021 from the dataset yields the following results:

Processor Name	Total Credits 7/12/2021 – 12/23/2023	Total Chargebacks 7/12/2021 – 12/23/2023	Net Total
EMS	\$2,890,494.53	\$85,116.70	\$2,805,377.83
Maverick	\$1,649,868.15	\$45,486.02	\$1,604,382.13
Cliq	\$2,099,977.97	\$39,109.35	\$2,060,868.62
	\$6,640,340.65	\$169,712.07	\$6,470,628.58

83. In addition to the consumer funds received from payment processors, USASDR sometimes received payments directly from consumers themselves in the form of checks and money orders. FTC staff and I were able to identify these checks and money orders because they often exhibited similarities: each was made out to "USA Student Debt Relief"; often the same individual would consistently send the same or similar amounts on a roughly monthly basis; the payments ranged in value from \$19 to \$258, but the most frequently occurring amounts were \$19 and \$29 (amounts that Defendants frequently charge consumers); and some of the checks' memo lines contained descriptions that referenced aspects of Defendants' scheme (e.g., "x240 months"; "loan payment"; or a letter followed by several numbers—the format USASDR typically uses for the "file numbers" it assigns consumers).

84. Based on these indicators, FTC staff and I identified 124 consumer checks totaling \$6,164.53 from the period between December 12, 2019 and December 19, 2023. All but one of these checks was deposited in the Truist account ending in 3710. The remaining check was deposited in the Truist account ending in 3611.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 35 of 220 Page 33 of 407 Page 33 of 407

85. Limiting the scope of review to the past three years by excluding transactions before July 12, 2021, reduces the total to 72 checks totaling \$2,720.64.

86. Finally, bank records show that an unusually high volume of checks were written against the Truist 3710 account in December 2023—specifically, 97 checks totaling \$45,909.96. FTC staff and I cross-checked the names of the individuals to whom these checks were made out against a list of USASDR's California customers provided by the California Department of Financial Protection and Innovation. This confirmed that these checks were consumer refunds issued in connection with a settlement that the California Department of Financial Protection and Innovation reached with and Start Connecting LLC and Douglas Goodman in November 2023.

87. To derive an overall total of USASDR's consumer receipts as of December 29, 2023, I added the net proceeds from the payment processors (\$7,728,811.02) to the proceeds from consumer checks and money orders (\$6,164.53), and then subtracted the \$45,909.96 in consumer refunds issued in December 2023. This yields a total of \$7,689,065.59.

88. To derive an overall total of USASDR's consumer receipts from the three years preceding the filing of this case, I added the net proceeds from the payment processors from the period postdating July 12, 2021 (\$6,470,628.58) to the proceeds from consumer checks and money orders from the period postdating July 12, 2021 (\$2,720.64), and then subtracted the \$45,909.96 in consumer refunds issued in December 2023. This yields a total of \$6,427,439.26.

C. <u>Overview of Defendants' Expenditures</u>

89. Defendants' financial records show significant outlays of funds between February 2019 and December 2023. Despite having taken in millions of dollars since 2019, the most recent bank statements produced pursuant to the Commission's CIDs show that Defendants had a

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 36 of 220 Page 34 of 407 Page 34 of 407

combined total of \$18,699.86 remaining in their Truist and Chase accounts as of December 29, 2023.

90. As part of this investigation, I identified and quantified Defendants' financial outlays using the Truist and Chase records. At no point during my review of financial records did I observe any transfers between USASDR's accounts to any entity identifiable as a federal student loan servicer. I also did not observe any transfers that would suggest that Defendants use or have used any third-party financial institution to escrow consumers' student loan payments or set up consumer trust accounts.

91. Instead, I observed that substantial funds were wired offshore to Colombia; transferred to individual defendants and their family members; and used to purchase leads, marketing, call spoofing, and other services related to their telemarketing operation.

i. Amounts Wired Offshore

92. Defendants' bank records show frequent wire transfer activity between Defendants' domestic business accounts and entities in Colombia. A schedule detailing these international wire transfers is attached hereto as **Carson Attachment FF**.

93. Wire detail records produced by Truist show that between April 24, 2019 and January 24, 2024, there were a total of 197 wire transfers sent from Defendants' Truist accounts: 19 from the account ending in 3611; 150 from the account ending in 3710; 27 from the account ending in 4160; and one from the account ending in 1059.

94. Of the 197 wire transfers, 191 went to beneficiaries in Colombia. The Truist wire detail records indicate that the Colombia-based beneficiaries were: (1) DYF Ingenieria;(2) Boken SAS; and (3) Start Connecting SAS.

a. DYF Ingenieria

95. Between December 2, 2019 and July 2, 2020, the Truist account ending in 3710 sent a total of 18 wire transfers into an account in the name of "DYF Ingenieria" at Bancolombia S.A., a multinational bank headquartered in Colombia. The wires to that account occurred on a roughly biweekly basis in increments ranging from \$1045 to \$8660. Some of the wire records contain notes indicating that the funds were for "payroll." According to the Truist records I reviewed, Defendants wired a total of \$71,668 to DYF Ingenieria.

b. Boken SAS

96. On February 27, 2020, the Truist account ending in 3710 sent a wire of \$1,320 to a Bancolombia S.A. account in the name of Boken SAS. A note on the wire record indicates that the funds were for "SEO development."

c. Start Connecting SAS

97. Between June 10, 2020 and January 24, 2024, Defendants' Truist accounts sent a combined total of 172 wire transfers to a Banco Bilbao Vizcaya Argentaria Colombia, S.A. (BBVA) account in the name of Start Connecting SAS. BBVA is a Colombian subsidiary of the Spanish bank Banco Bilbao Vizcaya Argentaria, S.A. The address listed for Start Connecting SAS on the wire detail records is Calle 16 6N Edificio Roldan, Oficinas 201 301 401, Cali, Colombia. The wires were sent from all four of Defendants' Truist accounts, but the majority came from the account ending in 3710. The wires were sent at a frequency of between two and six times per month, in increments ranging from \$300 to \$55,000. Many of the wire records contain notes indicating that the funds were for "company expenses." In total, Defendants wired \$3,259,586 to Start Connecting SAS during the period under review.

d. G&G International Consultants SAS

98. Wire detail records produced by Chase show that Defendants also wired money to Colombia from the Chase accounts ending in 6555 (Zage Group, LLC) and 7771 (Start Connecting LLC). These wires went to accounts maintained by a company called G&G International Consultants SAS ("G&G International") at Bancolombia S.A. Sending wires to G&G International appears have been the chief function of both of Defendants' Chase accounts during the period at issue, as the account statements show little other activity.

99. I looked up G&G International in a Dun & Bradstreet database. A true and correct copy of the resulting Dun & Bradstreet report is attached hereto as Carson Attachment GG. This report lists "Oscar Hernan Rojas" as the sole principal and employee of G&G International. The report states that G&G International was founded in 2021 and provides telecommunications and advertising services.

100. I conducted a Google search for Oscar Hernan Rojas and discovered an entry under his name on Prabook.com, which is a registered trademark of World Biographical Encyclopedia, Inc. According to the Prabook entry available at https://prabook.com/web/oscar_hernan.rojas/3503926, Oscar Hernan Rojas was born in Colombia, was married to Doris Eugenia Gallon between June 1982 and November 1990, and has two children: Luisa Fernanda Rojas and Juan Sebastian Rojas. Attached hereto as **Carson Attachment HH** is a true and correct copy of the Prabook.com post.

101. Records from Chase show that between April 21, 2022 and December 21, 2023, 22 wire transfers were sent from the Chase accounts to G&G International. The address listed in the wire detail records for G&G International is Calle 13N 6N41, Apt 10 01, Cali, Colombia. The first 17 wires to G&G International occurred between April 21, 2022 and July 13, 2023, and

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 39 of 220 Page 37 of 407 Page 37 of 407

came from the Chase account ending in 6555, which is registered under the name Zage Group, LLC. Starting on August 16, 2023, and continuing thereafter, Defendants wired G&G International from the Chase account ending in 7771, which is registered under the name Start Connecting LLC. These wire transfers occurred approximately once or twice per month in increments that ranged from \$1000 to \$30,000. Based on the accompanying wire detail records, it appears that the vast majority of these wires were intended to cover "offices expenses" or "consultancy fees." In total, Defendants wired \$363,000 to G&G International during the review period.

102. The funds for these wires were primarily drawn from the Truist account ending in 3710. Check records from Truist show that Douglas Goodman drew checks on the Truist 3710 account totaling \$323,000, deposited those checks in one of the Chase accounts, and then promptly wired some or all of that same amount to G&G International in Colombia.

103. All told, Defendants wired a total \$3,695,573.24 to Colombia between December 2019 and January 2024. As reflected in the chart below, a substantial majority of these funds went to Defendant Start Connecting SAS:

Wire Transfer Recipient	Total Wired Offshore	
Start Connecting SAS	\$3,259,586	
G&G International	\$363,000	
DYF Ingenieria	\$71,668	
Boken SAS	\$1,320	
	\$3,695,573.24	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 40 of 220 Page 38 of 407 Page 38 of 407

ii. Amounts Transferred to Individual Defendants and Their Family Members

104. Bank records show that Defendants transferred significant sums to themselves and their family members, especially as their scheme became more profitable. These transfers took place in the form of: (1) direct transfers to Defendants' personal accounts from the business accounts; (2) checks to Defendants and their family members drawn against business accounts; (3) wire transfers to family members from the business accounts; and (4) cash withdrawals.

a. Direct Transfers to Personal Accounts

105. As part of its response to the Commission's CID issued, Truist produced a spreadsheet listing the account numbers associated with Douglas Goodman and Doris Gallon-Goodman's personal accounts. Included in this list was (1) a personal checking account ending in 4804 and (2) a personal checking and savings account ending in 9840, both of which are jointly held by Douglas Goodman and Doris Gallon-Goodman.

106. Records from Defendants' Truist business accounts show that between April 10, 2019 and December 29, 2023, Defendants made 268 transfers totaling \$883,917.15 to the Truist personal account ending in 4804 from the Truist business accounts ending in 3611, 3710, and 4160.

107. These records also show that Defendants made 32 transfers from the personal account ending in 4804 back to the business accounts ending in 3611 and 3710. These transfers occurred between July 18, 2019 and December 4, 2023, but were mostly concentrated in 2019 and 2020, with only four transfers occurring between 2021 and 2023. In total, Defendants transferred \$112,483.39 from personal account 4804 back to the business accounts. Subtracting this amount from the \$883,917.15 overall total yields a net total of \$771,433.76 transferred from the business accounts to the personal account ending in 4804.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 41 of 220 Page 39 of 407 Page 39 of 407

108. The Truist business account records also show that between April 30, 2021 and May 11, 2022, Defendants made 29 transfers totaling \$45,037.00 to the Truist personal account ending in 9840 from the Truist business accounts ending in 3611, 3710, and 4160. Defendants did not transfer money from the personal account ending in 9840 back into the business accounts during the reviewed period.

109. All told, Defendants transferred a net total of \$816,470.76 to their personal accounts via direct transfers from their business accounts.

b. Checks to Defendants and Their Family Members

110. The Truist check records show that Douglas Goodman frequently cut checks to himself and his family members from the Truist business account ending in 3710. The beneficiaries included Doris Gallon-Goodman; Oscar Rojas (Doris's ex-husband); Douglas Bakie Goodman (Douglas Goodman's son); and an individual named Tiffin Goodman.

111. According to CLEAR, Tiffin Goodman (DOB 1975) is a first-degree relative of Douglas Goodman, although the precise nature of their familial relationship is not clear. The Truist records suggest that at least some of the money that Douglas Goodman sent Tiffin Goodman was in repayment of a loan that Tiffin Goodman made to USASDR in the early days of the scheme. Specifically, between May 6, 2019 and February 27, 2020, Tiffin Goodman sent eight wire transfers totaling \$100,075.00 to the Truist business account ending in 3710. Starting on July 17, 2020, and continuing through October 5, 2022, Douglas Goodman wrote 18 checks totaling \$124,000.00 to Tiffin Goodman.

112. Doris Gallon-Goodman also appears to have provided USASDR with a cash infusion in the early days of the scheme. According to wire detail records provided by Truist, between May 6, 2019 and July 23, 2019, Doris Gallon-Goodman wired \$12,000 from a Fidelity

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 42 of 220 Page 40 of 407 Page 40 of 407

brokerage account to USASDR's Truist account ending in 3710. \$7000 was later returned to

Fidelity by way of a check drawn on the Truist 3710 account, which reduced Doris's outlay to

\$5,000.

113. The table below summarizes the payments each of these individuals received via check:

Payee	Relationship	No. of Payments	Date Range	Total
Douglas Goodman	Defendant; husband	3	11/15/2022 -	\$23,000
	of Doris Gallon-		10/21/2023	
	Goodman; step-			
	father of Juan			
	Sebastian Rojas			
Doris Gallon-	Defendant; wife of	38	10/6/2020 -	Total: \$343,895.00
Goodman	Douglas Goodman;		11/30/2023	Loan: \$5,000.00
	mother of Juan			Net: \$338,895.00
	Sebastian Rojas			
Oscar Rojas	Ex-Husband of	2	7/13/2022 &	\$18,500.00
	Doris Gallon-		1/5/2023	
	Goodman			
Douglas Bakie	Douglas Goodman's	9	8/18/2020 -	\$4,500.00
Goodman	son		3/2/2021	
Tiffin Goodman	Douglas Goodman's	18	7/17/2020 -	Total: \$124,000.00
	relative		10/5/2022	Loan: \$100,075.00
				Net: \$23,925.00

114. Although none of these checks were made out to Juan Sebastian Rojas, the memo lines of certain checks made out to Douglas Goodman and Doris Gallon-Goodman suggest that Douglas and Doris have served as conduits for payments intended for Juan Sebastian Rojas. At least two of the checks that Douglas Goodman made out to himself, and at least seven of the checks that he made out to Doris Gallon-Goodman, include notations in the memo line that appear to reference Defendant Juan Sebastian Rojas (e.g., "John Rojas," "John Rojas June Pay," "Payment for Juan Rojas for 9/22," "John Rojas Account," "Sebi June Salary").

c. Wire Transfers to Family Members

115. Truist wire records show that on November 29, 2023, Defendants wired

\$20,000.00 to Luisa Rojas (Doris Gallon-Goodman's daughter and Juan Sebastian Rojas's sister) from the Truist business account ending in 3611.

116. As described above, the Chase wire records show that Defendants wired \$363,000 to G&G International between April 21, 2022 and December 21, 2023, and the sole principal of G&G International is Oscar Hernan Rojas, Doris Gallon-Goodman's ex-husband and the father or Juan Sebastian Rojas and Luisa Rojas.

d. Cash Withdrawals

117. The Truist records show that Defendants withdrew a substantial amount of cash from their business accounts between February 2019 and January 2024. Based upon my review, Defendants sometimes made cash deposits into the Truist business accounts, but those deposits were dwarfed by their withdrawals, as outlined in the table below:

Account	Date Range	No. Cash	Total Cash	No. of	Total Cash	Net Cash
(Last 4)		Deposits	Deposited	Withdrawals	Withdrawn	Flow
3611	2/28/2019 - 1/18/2024	8	\$23,706.00	23	\$135,525.00	-\$111,819.00
3710	3/11/2019 – 12/27/2023	77	\$12,841.53	22	\$164,080.82	-\$151,239.29
4160	6/30/2021 - 1/16/2024	1	\$10.00	6	\$48,030.00	-\$48,020.00
1059	1/12/2024	None	N/A	1	\$10,000.00	-\$10,000.00
		86	\$36,557.53	52	\$174,080.82	-\$137,523.29

e. Net Proceeds to Defendants and Their Family Members

118. The table below amalgamates the payment amounts described above into a

comprehensive assessment of the net funds received by the three individual defendants and their family members. My review suggests that Defendants and their family members pocketed a net total of \$1,745,813.05 during the period at issue.

Recipient(s)	Summary of Funds Received	Total	
Develo Cooleen	\$816,470.76 transferred to personal accounts		
Douglas Goodman & Doris Gallon-	\$23,000 in checks to Douglas Goodman		
Goodman (Juan Sebastian Rojas)	\$343,895.00 in checks to Doris Gallon-Goodman less \$5,000 from 2019 loan	\$1,315,889.05	
Sebastiali Rojas)	\$137,523.29 in cash withdrawals		
Occur Doice	\$18,500.00 in checks	\$281 500 00	
Oscar Rojas	\$363,000.00 in wire transfers to G&G International	\$381,500.00	
Douglas Bakie Goodman	\$4,500.00 in checks	\$4,500.00	
Tiffin Goodman	\$124,000.00 in checks less \$100,075.00 inbound wire transfers	\$23,924.00	
Luisa Rojas	\$20,000 wire transfer	\$20,000.00	
		\$1,745,813.05	

iii. Select Expenses Paid from Defendants' Truist Accounts

119. I also calculated the total payments made from Defendants' Truist accounts to specific third-party vendors and then researched the nature of the services provided by those vendors. The table below summarizes my findings:

Payee	Type of Vendor	Dates	Transactions	Amount
Google	Ads; cloud	5/3/2019 - 12/29/2023	675	\$930,257.35
	computing			
Genesys Cloud	Call center	6/25/2019 - 1/11/2024	56	\$221,925.86
Services, Inc.	software			
National Data	Customer	4/15/2019 - 12/14/2023	58	\$152,384.40
System	relationship			
	manager			
Facebook/Meta	Ads	4/27/2020 - 12/8/2023	138	\$87,314.60

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 45 of 220 Page 43 of 407

Rex Direct Net,	Lead generator	4/24/2019 - 1/17/2024	173	\$76,435.80
Inc.	C			
VICIdial Group	Call center software	4/23/2019 - 12/22/2023	357	\$74,732.50
Network Merchants, LLC	Payment gateway	6/4/2019 - 12/28/2023	264	\$19,844.10
AcuityCFO, LLC	Online bookkeeping services	6/3/2019 - 12/6/2023	58	\$17,901.50
HGreg Used Cars	Florida-based used car dealership	7/24/2023	3	\$16,500.00
Frontier Communications/C TS Frontier	Broadband	4/8/2019 - 11/29/2023	55	\$14,791.53
Stratics Networks	VoIP/ringless voicemail provider	9/4/2019 - 3/4/2021	21	\$11,877.94
Caller ID Reputation	Service that monitors scam/spam labels on phone numbers	7/31/2020 - 2/28/2021	9	\$3,894.00
Itellas LLC	Call spoofing service	10/7/2021 - 12/7/2023	24	\$2,395.20
Madera Digital, LLC	Lead generator	5/11/2021	1	\$2,000.00
Sakari SMS	SMS marketing software	5/31/2023 - 12/28/2023	24	\$1,694.68
Grasshopper Virtual Phone System	VoIP service provider	3/21/2019 - 8/23/2021	30	\$1,224.73
4SCREENS.NET	Lead generator	5/13/2020 - 12/29/2023	45	\$1,109.80
A Action Leads	Lead generator	6/6/2019	1	\$1,000.00

CALL CENTER SOFTWARE PROVIDER

120. As part of this investigation, on January 9, 2024, the Commission issued a CID to Genesys Cloud Services, Inc. ("Genesys"), a call center software provider, having information relevant to this investigation. In its CID response, Genesys confirmed that since 2019 Start Connecting LLC has maintained an account on Genesys's PureCloud platform, which is designed to support call center operations. Douglas Goodman, John Rojas, Carlos Davila, and Bryan Bueno are listed as points of contact for Start Connecting LLC's account with Genesys. The business address associated with the Genesys account for Start Connecting LLC is listed as 1412 Pine Bay Drive, Sarasota, Florida 34231. Douglas Goodman signed all the annual contracts with Genesys as Start Connecting LLC's President.

121. Genesys's records show that from 2019 to 2024, USASDR has paid for between 15 and 37 PureCloud users. According to contracts produced by Genesys, the version of PureCloud made available to Defendants in 2023 includes "omnichannel routing for web messaging, chat, email, SMS/Messaging Services, digital outbound campaigns, customer journey, quality evaluations, workforce management manual scheduling, supervisory reporting, and analytics." The versions of PureCloud made available by Genesys to Defendants in prior years offered similar capabilities.

122. Genesys's production of records in response to the Commission's CID included a consumer complaint received by Genesys that stated the consumer was called by USASDR despite having their number included in the National Do Not Call Registry since 2004. Genesys identified additional BBB complaints about calls made to consumers with numbers on the National Do Not Call Registry and attempted to follow up with USASDR about the issue. Genesys records reflect that USASDR did not respond to Genesys's calls and even hung up on

44

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 47 of 220 Page 45 of 407 Page 45 of 407

one of them. A true and correct copy of the record produced by Genesys regarding this complaint and attempt to follow up is attached as **Carson Attachment II**.

123. As part of its CID response, Genesys produced documents and records, including monthly call log data from April 26, 2019 and February 5, 2024, related to USASDR's call center operation. Genesys stated in its CID response that USASDR had ordered 89 phone numbers from Genesys; Genesys also explained to FTC staff that a customer like USASDR could use additional phone numbers acquired elsewhere on Genesys's platform. FTC staff and I reviewed the documents and records produced by Genesys and provided them to Megan Baburek, a Senior Data Analyst at the FTC who conducted an assessment of the extent to which USASDR placed calls to phone numbers included on the National Do Not Call Registry.

ANALYSIS OF DO NOT CALL RECORDS

124. As mentioned above, Genesys provided call detail records listing all the telephone numbers called by Defendants between April 26, 2019 and February 5, 2024. These records enabled FTC Senior Data Analyst Megan Baburek to analyze the extent to which Defendants' telemarketers dialed numbers listed on the National Do Not Call Registry. *See generally* Declaration of Megan Baburek (PX16). As a precursor to that analysis, I eliminated known nonconsumer phone numbers from the Genesys dataset by using CLEAR, Google, and NomoRobo.com to search (1) all toll-free numbers and (2) all telephone numbers receiving 70 or more telephone calls from Defendants. Based on this research, I prepared a list of toll-free area codes and numbers associated with businesses (such as numbers associated with USASDR's call spoofing company or payment processors) to exclude from the analysis. This list was shared with Megan Baburek to ensure that the list of numbers she queried against the National Do Not

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 48 of 220 Page 46 of 407 Page 46 of 407

Call Registry was focused on consumer phone numbers and, to the extent possible, excluded calls to toll-free numbers or other non-consumer telephone numbers.

125. On June 21, 2024, I accessed and searched Consumer Sentinel for information about Defendants accessing the National Do Not Call Registry. I searched using the following entities and authorized representative names, including full and abbreviated terms to maximize search results: (a) USA Student Debt Relief; (b) USASDR; (c) Start Connecting SAS; (d) Start Connecting; (e) Douglas Goodman; (f) Doris Gallon-Goodman; and (g) Juan Rojas. Based on the Consumer Sentinel search results, I determined that none of these entities or authorized representatives paid the fees required to access the National Do Not Call Registry.

126. I am further aware of the following complaints that consumers filed in court alleging that they had received unsolicited telephone calls from USASDR at phone numbers included on the National Do Not Call Registry:

- a. Jorge Rojas v. Start Connecting LLC, et al., Case No. 1:22-cv-7223 (N.D. III. filed Dec. 22, 2022);
- b. Anthony v. Goodman, et al., Case No. 8:23-cv-788 (M.D. Fla. Filed Apr. 11, 2023);
- c. Ardagna v. Start Connecting LLC, Case No. 2021-SC-6814 (Ill. Cir. Ct. filed Nov. 29, 2021).

INFORMATION PROVIDED TO AND OBTAINED FROM ED

127. As discussed above in connection with the domain registration records provided by GoDaddy.com, LLC in response to the Commission's CID, records associated with Juan Sebastian Rojas's GoDaddy accounts show that he made electronic payments to GoDaddy from devices associated with two Colombia-based IP addresses—181.143.235.251 and 181.79.11.26.

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 49 of 220 Page 47 of 407 Page 47 of 407

In the course of this investigation, FTC staff provided these IP addresses to officials at ED, who looked them up in a database containing records of IP activity in Federal Student Aid (FSA) accounts on StudentAid.gov. ED found that these IP addresses had been used to access thousands of borrower accounts, including accounts associated with consumers who submitted Consumer Sentinel complaints about USASDR. Based on this, FTC staff and I concluded that these IP addresses were associated with devices in Defendants' call center.

128. With assistance from ED, we identified three additional IP addresses associated with the call center by analyzing cross-over IP activity in USASDR-involved FSA accounts. Specifically, we determined that the Colombia-based IP addresses 181.143.235.250, 190.85.102.25, and 190.85.102.26 are also associated with devices in Defendants' call center.

129. As discussed in the contemporaneously filed Declaration of Nicole Eisenzopf, (PX15) a Supervisory Investigative Analyst and Certified Fraud Examiner with ED's Office of Inspector General, all five IP addresses trace back to Colombia and have accessed thousands of FSA accounts on StudentAid.gov.

130. On June 11, 2024, using an FTC computer, I visited www.StudentAid.gov and used Snagit to capture the pop-up window titled "Please Read Before Continuing" that appears when a user logs into a Federal Student Aid (FSA ID) account. ED staff informed FTC staff that, for the past several years, substantially the same notice has appeared to all users each time they log into StudentAid.gov. Attached hereto as **Carson Attachment JJ** is a true and correct copy of the StudentAid.gov pop-up window.

STATE ACTIONS AGAINST USASDR

131. During the FTC's investigation of USASDR, FTC staff became aware of two settlements with state governmental agencies that challenged actions that USASDR had taken in those states:

- A copy of the terms of the settlement reached between California Department of Financial Protection and Innovation (DFPI) and Defendants Start Connecting LLC and Douglas Goodman is available in the consent order posted online at https://dfpi.ca.gov/wp-content/uploads/sites/337/2023/11/Consent-Order-Start-Connecting-LLC.pdf.
- A copy of the terms of the settlement reached between the State of Minnesota and Defendant Start Connecting LLC is available in the Assurance of Discontinuance available online at https://www.ag.state.mn.us/Office/Communications/2023/ docs/StartConnecting_AoD.pdf.

132. In the course of this investigation, FTC staff obtained a copy of an email that the California DFPI received from Defendant Goodman on March 27, responding to a Subpoena Duces Tecum that DFPI issued to USA Student Debt Relief and Douglas R. Goodman on March 1, 2023. The email was sent from doug@start-connecting.com to George.Johnson@dfpi.ca.gov. The email explained that USASDR "is based out of Cali, Colombia where all of our managers and employees reside and operate" and that Douglas Goodman claimed to be "coordinat[ing] working with merchant banks who process customer payments." The email went on to state that most of USASDR's customers "are based on the US East Coast and Puerto Rico." A true and correct copy of this response is attached hereto as **Carson Attachment KK**.

48

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 51 of 220 Page 49 of 407 Page 49 of 407

133. The California DFPI also provided FTC staff a declaration that Defendant Goodman executed on October 31, 2023, during the course of DFPI's investigation. A true and correct copy of that declaration is attached hereto as **Carson Attachment LL**.

134. Staff from the Minnesota Attorney General's Office provided FTC staff with an email that Defendant Goodman sent to the Minnesota Attorney General's Office in response to an August 2023, letter from Assistant Attorney General Evan Romanoff requesting information about USA Student Debt Relief's operation. Defendant Goodman sent his response from doug@start-connecting.com to Evan.Romanoff@ag.state.mn.us on November 27, 2023. Defendant Goodman and Assistant Attorney General Romanoff subsequently exchanged several further messages in the same email chain. The email explained that Start Connecting LLC is USASDR's "principal business entity in the United States" but that there is also a "partner company in Colombia" that "handle[s] all of the marketing, sales and customer relations." The email also identified the role of each of the three USASDR principals: Douglas R Goodman was identified as the "President" who "coordinates with the merchant banks to collect and deposit the revenues from" USASDR's customers; Doris E Gallon-Goodman was listed as an "Associated Member" who works "with our accounting firm preparing the financial statements"; and John Sebastian Rojas is also an "Associate Member" who "entirely own[s] and manage[s]" the "call center operation and staffing" in Cali, Colombia. A true and correct copy of the email chain provided by staff from the Minnesota Attorney General's Office is attached hereto as Carson

Attachment MM.

135. Staff from the Minnesota Attorney General's Office also provided FTC staff with a declaration that Defendant Goodman executed on December 14, 2023, during the course of the

49

Minnesota Attorney General's investigation. A true and correct copy of that declaration, with consumer PII redacted, is attached hereto as **Carson Attachment NN**.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July <u>4</u>, 2024.

Christine L. Carson

Christine L. Carson

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 53 of 220 Page 54 Page 51 of 407

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 54 of 220 Page 52 of 407

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 55 of 220 Page 53 of 407

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G19000032742

Fictitious Name to be Registered: USA STUDENT DEBT RELIEF

Mailing Address of Business:

1412 PINE BAY DRIVE SARASOTA, FL 34231

Florida County of Principal Place of Business: SARASOTA

FEI Number: 83-3761068

FILED Mar 11, 2019 Secretary of State

Owner(s) of Fictitious Name:

GOODMAN, DOUGLAS R 1412 PINE BAY DR SARASOTA, FL 34231 US

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

DOUGLAS R. GOODMAN

Electronic Signature(s)

03/11/2019

Date

Certificate of Status Requested ()

Certified Copy Requested ()

PRESIDENT

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L19000044517

Entity Name: START CONNECTING LLC

Current Principal Place of Business:

1412 PINE BAY DR SARASOTA, FL 34231

Current Mailing Address:

1412 PINE BAY DR SARASOTA, FL 34231 US

FEI Number: 83-3761068

Name and Address of Current Registered Agent:

GOODMAN, DOUGLAS R PRESIDENT 1412 PINE BAY DR SARASOTA, FL 34231 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE	: DOUGLAS GOODMAN		04/15/2024
	Electronic Signature of Registered Agent		Date
Authorized	Person(s) Detail :		
Title	AMBR	Title	MANAGER
Name	GOODMAN, DOUGLAS R PRESIDENT	Name	GALLON-GOODMAN, DORIS E AMBR
Address	1412 PINE BAY DR	Address	1412 PINE BAY DR
City-State-Zip:	SARASOTA FL 34231	City-State-Zip:	SARASOTA FL 34231
Title	MANAGER		
Name	ROJAS, JUAN SEBASTIAN AMBR		
Address	1412 PINE BAY DR		
City-State-Zip:	SARASOTA FL 34231		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

Electronic Signature of Signing Authorized Person(s) Detail

SIGNATURE: DOUGLAS R GOODMAN

04/15/2024 Date

FILED Apr 15, 2024 Secretary of State 6843884435CC

Certificate of Status Desired: No

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 57 of 220 Page 58 Page 55 of 407

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 58 of 220 Page 76 of 407

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000004308

Entity Name: ZAGE GROUP, LLC

Current Principal Place of Business:

1412 PINE BAY DRIVE SARASOTA, FL 34231

Current Mailing Address:

1412 PINE BAY DRIVE SARASOTA, FL 34231 US

FEI Number: 26-4054764

Name and Address of Current Registered Agent:

ZAGE GROUP LLC 1412 PINE BAY DR SARASOTA, FL 34231 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Authorized Person(s) Detail :

Title	MGR	Title	AUTHORIZED MEMBER
Name	GOODMAN, DORIS	Name	GOODMAN, DOUGLAS
Address	1412 PINE BAY DRIVE	Address	1412 PINE BAY DRIVE
City-State-Zip:	SARASOTA FL 34231	City-State-Zip:	SARASOTA FL 34231

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DOUGLAS GOODMAN

PRESIDENT

03/28/2022

Date

Electronic Signature of Signing Authorized Person(s) Detail

FILED Mar 28, 2022 Secretary of State 5495068261CC

Date

Certificate of Status Desired: Yes

IT

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000004308

Entity Name: ZAGE GROUP, LLC

Current Principal Place of Business:

1412 PINE BAY DRIVE SARASOTA, FL 34231

Current Mailing Address:

1412 PINE BAY DRIVE SARASOTA, FL 34231 US

FEI Number: 26-4054764

Name and Address of Current Registered Agent:

ZAGE GROUP LLC 1412 PINE BAY DR SARASOTA, FL 34231 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Authorized Person(s) Detail :

Title	MGR	Title	PRESIDENT
Name	GOODMAN, DORIS	Name	GOODMAN, DOUGLAS R
Address	1412 PINE BAY DRIVE	Address	1412 PINE BAY DRIVE
City-State-Zip:	SARASOTA FL 34231	City-State-Zip:	SARASOTA FL 34231

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DOUGLAS R GOODMAN

PRESIDENT

04/20/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

Carson Attachment E, Page 2 of 3

FILED Apr 20, 2023 Secretary of State 4914514815CC

Certificate of Status Desired: Yes

Date

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000004308

Entity Name: ZAGE GROUP, LLC

Current Principal Place of Business:

1412 PINE BAY DRIVE SARASOTA, FL 34231

Current Mailing Address:

1412 PINE BAY DRIVE SARASOTA, FL 34231 US

FEI Number: 26-4054764

Name and Address of Current Registered Agent:

ZAGE GROUP LLC 1412 PINE BAY DR SARASOTA, FL 34231 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Authorized Person(s) Detail :

Title	MGR	Title	PRESIDENT
Name	GOODMAN, DORIS	Name	GOODMAN, DOUGLAS R
Address	1412 PINE BAY DRIVE	Address	1412 PINE BAY DRIVE
City-State-Zip:	SARASOTA FL 34231	City-State-Zip:	SARASOTA FL 34231

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DORIS GOODMAN

MANAGER

04/15/2024

Electronic Signature of Signing Authorized Person(s) Detail

Carson Attachment E, Page 3 of 3

FILED Apr 15, 2024 Secretary of State 6726446177CC

Certificate of Status Desired: No

Date

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 62 of 220 Page 60 of 407 Page 60 of 407 Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 63 of 220 Page 61 of 407

(https://www.informacolombia.com/directorio-empresas/)

Directorio de Empresas

Directorio de Empresas (https://www.informacolombia.com/directorio-

Nombre de empresa

Buscar

(https://www.informacolombia.com/directorio-empresas/departamento_valle) / Empresas en CALI (https://www.informacolombia.com/directorio-empresas/localidad_cali) / Start Connecting S A S

Start Connecting S A S

empresas/) / Empresas en VALLE

Razón Social	Start Connecting S A S
Teléfono	3188234462
Ciudad	CALI
Departamento	VALLE
Dirección Actual	CALLE 16 6 RTE 21 OF 301 Y 401 YCómo llegar (https://maps.google.es/maps?daddr=CALLE 16 6 RTE 21 OF 301 Y 401, CALI, VALLE) SVer Mapa
NIT	9013820852 (https://www.informacolombia.com/directorio- empresas/servlet/app/portal/EMP/prod/FORMULARIO_REGISTRO/razonsocial/Start+Connecting+S+A+S/nif/9013820852)
Actividad	Actividades de centros de llamadas (Call center)
Forma Jurídica	SOCIEDAD POR ACCIONES SIMPLIFICADA
Ranking de	Conozca el Ranking de las 10.000 empresas más grandes de Colombia.
Empresas	Obtenerlo Ahora >> (https://www.einforma.co/ranking-empresas-10000)

Case 8:24-cv-01626-KKM-AAS	Document 3-4	Filed 07/09/24	Page 65 of 220 Page 65 66 Page 63 of 407
Accede Gratis al Informe Amplia	ado de Start Connecting	S (https://www.ir	formacolombia.com/directorio-
empresas/servlet/app/portal/EMP/prod/F	ORMULARIO_REGIST	RO/razonsocial/Start+Co	nnecting+S+A+S/nif/9013820852)

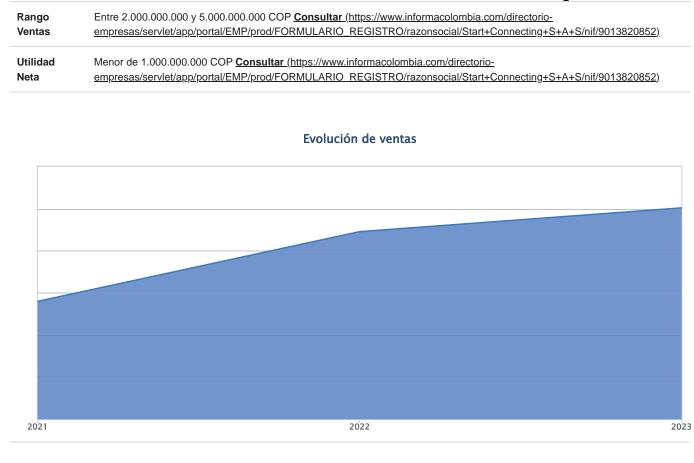
La empresa Start Connecting S A S tiene como domicilio principal de su actividad la dirección, CALLE 16 6 RTE 21 OF 301 Y 401 en la ciudad de CALI, VALLE. El teléfono de Start Connecting S A S es el 3188234462. Esta empresa fué constituida como SOCIEDAD POR ACCIONES SIMPLIFICADA y se dedica a Actividades de centros de llamadas (Call center). Si necesita más información sobre Start Connecting S A S regístrese y acceda gratis a más información de la empresa.

Información Comercial de Start Connecting S A S

La actividad principal de Start Connecting S A S es Actividades de centros de llamadas (Call center). Cuenta con un patrimonio neto de 735.663.663 COP y en el ejercicio del año 2023 generó un rango de ventas 'Entre 2.000.000.000 y 5.000.000 COP' obteniendo un resultado del ejercicio 'Menor de 1.000.000.000 COP'.

Estructura legal	
Forma Jurídica	SOCIEDAD POR ACCIONES SIMPLIFICADA
Patrimonio Neto	735.663.663 COP





Accede Gratis al Informe Ampliado de Start Connecting S ... (https://www.informacolombia.com/directorio-

empresas/servlet/app/portal/EMP/prod/FORMULARIO_REGISTRO/razonsocial/Start+Connecting+S+A+S/nif/9013820852)

Empresas similares a Start Connecting SAS

A continuación le ofrecemos un listado con 10 empresas similares a Start Connecting S A S en VALLE y del sector Actividades de centros de llamadas (Call center).

Empresa	Dirección	Teléfono	
COBRANZA INTEGRAL COLOMBIA S A S (Https://Www.Informacolombia.Com/Directorio- Empresas/Informacion-Empresa/Cobranza-Integral-Colombia-Sas)	CALLE 19 NTE 2 N 29 OF 402 B EDIFICIO TORRE DE CALI BARRIO VERSALLES, CALI, VALLE	3124509630	

Carson Attachment G, Page 3 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 67 of 220 Page 868 Page 65 of 407

KIDD ENTERPRISES FCI SAS (Https://Www.Informacolombia.Com/Directorio- Empresas/Informacion-Empresa/Kidd-Enterprises-Fci-Sas)	CALLE 49 NTE 3 G 28, CALI, VALLE	3234641921
PAPACENTER S A S (Https://Www.Informacolombia.Com/Directorio-Empresas/Informacion- Empresa/Papacenter-Sas)	AVENIDA 5C 23 D 04, CALI, VALLE	3155464512
TEAMBPO CO SAS (Https://Www.Informacolombia.Com/Directorio-Empresas/Informacion- Empresa/Cobranzas-Nacionales-Ltda)	CALLE 9 9 70 OF 206 A, CALI, VALLE	3134413079
TELEMERCADEO PROFESIONAL LTDA (Https://Www.Informacolombia.Com/Directorio- Empresas/Informacion-Empresa/Telemercadeo-Profesional-Ltda)	CARRERA 4 13 97 OF 404, CALI, VALLE	3012585073
INFOVOX SOLUCIONES DE TELECOMUNICACIONES SAS (Https://Www.Informacolombia.Com/Directorio-Empresas/Informacion-Empresa/Infovox- Soluciones-Telecomunicaciones-Ltda)	AVENIDA 4 38 RTE 32, CALI, VALLE	3173799467
FEDERACION NACIONAL DE COMERCIANTES FENALCO SECCIONAL VALLE DEL CAUCA (Https://Www.Informacolombia.Com/Directorio-Empresas/Informacion- Empresa/Federacion-Nalcional-Comerciantes-Seccional-Valle-Cauca)	CARRERA 9 5 23, CALI, VALLE	6028983535
RMCOMUNIKARTE S A S (Https://Www.Informacolombia.Com/Directorio- Empresas/Informacion-Empresa/Rmcomunikarte-Sas)	CALLE 73 NTE 2 B2 07, CALI, VALLE	3166573905
WISE DEBT SOLUTION S A S (Https://Www.Informacolombia.Com/Directorio- Empresas/Informacion-Empresa/Wise-Debt-Solution-Sas)	CALLE 2 37 21, CALI, VALLE	3008465526
ORION CONTACT CENTER S A S (Https://Www.Informacolombia.Com/Directorio- Empresas/Informacion-Empresa/Orion-Call-Center-Sas)	CARRERA 100 11 60 LC 501 CCO HOLGUINES TRADECENTER, CALI, VALLE	6028981010

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Política de tratamiento de datos (https://www.informacolombia.com/politica-de-tratamiento-de-informacion/)

Carson Attachment G, Page 4 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 68 of 220 Page 76 of 407



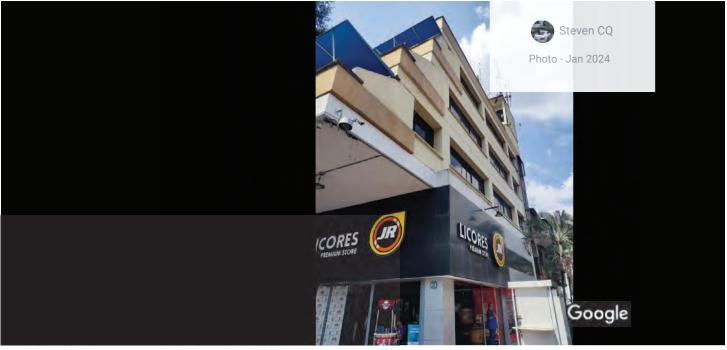
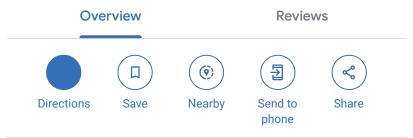


Image capture: Jan 2024 Images may be subject to copyright.



Edificio Roldan

4.1 $\star \star \star \star$ (22) Business center



Reference Number:	151829205	Originator Reference Number:	08857388
Language:	Spanish	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	Issue Description: ¿Cuál es el agencia de cobro con respecto Educación de EE. UU. o su ag problema? Yes ¿Ha trabajado préstamos educativos (también con respecto a este problema? subvenciones. El pasado de 3 estudiantiles. Esta pagina pare preguntas basicas como nomb poco tiempo se comunico la m damame brindo orientacion me datos de student id. Al yo no re de usuario cambie ambas cosa de esto me envio mi informació personal. Tam bien envio una o que tenia que enviar con estos enviar lo que se me pidio y se expreso que toda persona que se comunicaba lo ignoraba por seguro social y me indico que dolares los cuales los estaria p ya realice mi primer pago el 6 cantidad que me habian indica Paula Cruz con este email pau agencia de prestamo y que es aceptada. Al no ver ninguna co esta y me indican que no traba ofrece varios numeros de telef 00394000 Information Source Financial Aid - Third-Party Deb Desired Resolution: Referred t Award Year: 2021-2022 Con con estas personas que están Commission Updates: 9/7/20 BCC: 1 Estimado/a 1 Financial Aid - Third-Darty Deb Desired Resolution: Referred t Award Year: 2021-2022 Con con estas personas que están Commission Updates: 9/7/20 BCC: 1 Estimado/a 1 Financial Aid - Third-Darty Deb Desired Resolution: Referred t Award Year: 2021-2022 Con con estas personas que están Commission Updates: 9/7/20 BCC: 1	o a este problema? Yes ¿Se ha co pencia garante de préstamos (si c con otra entidad, tal como una co n conocida como compañía dedia ? Yes Describa el problema que ti 1 de mayo ingrese a una pagina d ecia segura inclusive tenia el logo ore, edad,ingresos , cantidad de n nanejadora de caso julia parker de e pidio mis datos personales e ind ecordar los mismos me indico que as e inclusive la dama me envio e on de prestamo la cantidad que d documentacion que tenia que ller s formularios 3 talorios de mi emp me fue asignado un numero de c e se comunicara conmigo debia d rque posiblemente seria un fraud de mi deuda con el prestamo est oagando de este modo. Los prime de junio de 2022 y luego solo pag ado. El 9 de junio recibo un correc ula.c@usastudentdebtrelief.com in tos se estarian comunicando en l omucacion de mi agencia de press ajan con ninguna agencia llamada fono para comunicarse como 941 ce: Webform - Authenticated Co ot Relief Financial Year: 2022 to Other Government Entity Cas sumer Desired Outcome: Si es pr cometiendo este delito fraudulen 022: System Outbound Email - Ac sumer Desired Outcome: Si es pr cometiendo este delito fraudulen 022: System Outbound Email - Ac sumer Desired Outcome: Si es pr cometiendo este delito fraudulen 022: System Outbound Email - Ac	ampañía dedicada al alivio de la deuda e cada al alivio de la deuda de un tercero) iene para pagar sus préstamos o online la cual ofrecia condonaciones o de seguridad. Llene un fromulario con nucleo familiar y numero de telefono al e la agencia Usa Student Debt. Relief. L clusive me indico que necesitaba mis e podia cambiar mi contraseña y numero el numero de seguridad a mi email. Lueg lebia, los intereses e informacion nar con informacion personal me indico oleo. Procegi a llenar la informacion y caso este es el D055372. La dama me arme ese numero y que si otra agencia e. Me pidio numero de cuenta de banco udiantil solo tendra que pagar 1080.00 eros 6 meses 108 dolares de los cuales garia 9 dolares hasta completar la o de otra menejadora de caso llamada ndicando que se comunicaron con mi los proximos dias ya que mi solicitud fue stamos el dia de hoy me comunique con a Usa Student Debt Relief. La agencia -479-0917 y 877-871-6116 OPEID: omplaint Type: Repaying Student Status: Closed - Referred Consumer se Closed Date: 09/07/2022 Loan osible investigar la situación que se de to Referred To: Federal Trade dditional To: Sector Se

https://www.consumersentinel.gov/Search/PrintDetails?src_redacted

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 70 of 220 Page 71 Page 68 of 407

Auto- Translated Comments:	Issue Description: What is the name of your collection agency? Not Listed Have you contacted your collection agency regarding this issue? Yes Have you contacted the U.S. Department of Education or your loan guarantor agency (if applicable) regarding this issue? Yes Have you worked with another entity such as an education loan debt relief company (also known as a third-party debt relief company), regarding this issue? Yes Describe the problem you have paying your loans or grants. On May 31, 1 entered an online page which offered student forgiveness. This page seemed safe even had the security logo. Fill out a form with basic questions such as name, age, income, amount of household and phone number shortly after the case manager Julia Parker of the agency USA Student Debt communicated. Relief. The lady gave guidance asked me for my personal data and even told me that 1 needed my student id data. When I do not remember them I indicated that I could change my password and user number change both things and even the lady sent me the security number to my email. After this he sent me my loan information the amount he owed, interest and personal information. I also send a documentation that I had to fill out with personal information I indicated that I had to send with these forms 3 talorios of my employment. I proceeded to fill out the information and send what was requested and I was assigned a case number this is the D05372. The lady told me that anyone who contacted me should give me that number and that if another agency communicated I ignored it because it would possibly be a fraud. He asked me for a bank account number, social security and told me that my debt with the student loan would only have to pay 1080.00 dollars which I would be paying in this way. The first 6 months 108 dollars of which I already made my first payment on June 6, 2022 and then I would only pay 9 dollars until completing the amount they had indicated. On June 9 I receive an email from another case manager named Paula Cruz with this email
Additional	scams here. Desaf
Comments:	
Complaint disposition provided?:	Yes

https://www.consumersentinel.gov/Search/PrintDetails?src_redacted

5/64

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 71 of 220 Page 72 Page 69 of 407

Complaint	Issue: Customer went online to a third party company and entered her information. Felt the page seemed			
Disposition:	safe, however contacted her servicer to verify payments were being posted to her account and servicer indicated they were not. Customer was contacted by two different representatives from USA Student Debt Relief and gave them all her information. Customer has been making payments to them and asket the bank to stop them but they cannot. Customer would like assistance in stopping these companies. Research: NSLDS was reviewed to determine servicer and state of loans, other cases on customer's account were reviewed. Customer sent in contract that was signed with third party company and documents customer submitted to third party company. Findings: Upon reviewing NSLDS, customer ha newly consolidated loan, currently in forbearance being serviced by Mohela. Documents provided by customer show a PSLF form was completed Outcome/Next Steps: Explained USA Student Debt Relief not a			
Data Reference:	More Information on Data Contributor Complaints? (/HelpFiles/DoEdCommentsLegend.p df)	Load Date:	09/13/2022 12:06:20 AM	
Created By:	USEDU-USER	Created Date:	06/24/2022 12:00:00 AM	
Updated By:		Updated Date:		
Complaint Source:	U.S. Department of Education	Product Service Description:	Student Loans	
Amount Requested:		Amount Paid:		
Payment Method:		Agency Contact:	External Agency	
Complaint	06/24/2022	Transaction		
Date:		Date:		
Initial Contact:		Initial Response:		
Statute/Rule:		Law Violation:		
Topic:		Dispute with Credit Bureau?:		
Dispute with		Dispute with		
Credit Bureau -		Credit Bureau -		
Responded?:		Resolved to		
		Satisfaction?:		
Member of armed forces		Cross Border Complaint?:	No	
or dependent?:				
Consumer	Consumer	Information		
Small Business or Organization:				
First Name:	Yamilka	Last Name:		
Address 1:		Address 2:		
City:		State:	Puerto Rico	
Zip:		Country:		

https://www.consumersentinel.gov/Search/PrintDetails?src_redacted

Carson Attachment H, Page 3 of 51

6/64

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 72 of 220 Page 73 Page 70 of 407

/1/24, 11 06 PM		Printer Friendly Record Detai	ls
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
		Subject	
Subject:		Normalized Name:	
Address 1:		Address 2:	
City:		State/Prov:	
ZIP:		Country:	
County:		Federal Judicial District:	
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Representative:		Title:	
		Associated Subject	1
Company:	Not Listed	Normalized Company:	Not Listed
Company Type:	Collection Agency	Address:	
City:		State/Prov:	
ZIP:		Country:	UNITED STATES
Email:		URL:	
Phone Number:		Ext:	1
Representative:		Title:	

7/1/24, 11 06 PM

Printer Friendly Record Details

Record # 3 / 149585866 / Consumer Sentinel Network Complaint				
Reference	149585866	Originator		
Number:		Reference		
		Number:		
Language:	English	Contact Type:	Complaint	
Source:	Consumer	DNC?:	No	
Comments:	I had a student loan through Navient. From 2005 was around 39k. I recently contacted Navient and a worker there told me to contact a company that would relieve my debt. Usa student debt relief told me that I'd pay them 145 for 4 months then it will be 9 dollars and I'd only be paying 2k something. I called 5 times to ask if this was legit and they yes. They said don't contact the new loan servicer, we will handle the payments. The new loan servicer Great Lakes Borrowers called me and said they have not received any money and they have no document of usa student loan debt relief. Upon further analysis usa's domain was registered through godaddy.com. Phone number 480-624-2505. Says it's a telemarketing company and they took 485 dollars fr my bank. There is some kind of scam going on because a person			
	from Navient told me to call this usa stude been paying it for 17 years. Navient. Thar		-	
Additional	been paying it for 17 years. Navient. That	ik you ioi your time, Si		
Comments:				
Complaint				
disposition				
provided?:				
Complaint				
Disposition:				
Data		Load Date:	07/06/2022 1:20:14 AM	
Reference:				
Created By:	FTCCIS-FTCUSER	Created Date:	07/06/2022 1:20:14 AM	
Updated By:		Updated Date:		
Complaint	FTC Mobile Complaints	Product	Credit & Debt Counseling	
Source:		Service Description:		
Amount		Amount Paid:	\$485.00	
Requested:				
Payment Method:	Debit Card	Agency Contact:	Mobile	
Complaint	07/06/2022	Transaction		
Date:		Date:		
Initial Contact:		Initial		
		Response:		
Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation	
Topic:		Dispute with		
		Credit Bureau?:		
Dispute with		Dispute with		
Credit Bureau -		Credit Bureau -		
Responded?:		Resolved to		
		Satisfaction?:		
Member of	No	Cross Border	No	
armed forces		Complaint?:		
or dependent?:				
Consumer Information				

https //www.consumersentinel.gov/Search/PrintDetails?src redacted

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 74 of 220 Page 72 of 407

/1/24, 11 06 PM		Printer Friendly Record Detail	ils
Consumer Small Business or Organization:			
First Name:	Shannon	Last Name:	
Address 1:		Address 2:	7
City:		State:	Florida
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
		Subject	л.
Subject:	Usa student debt relief	Normalized Name:	Student Loans
Address 1:		Address 2:	
City:		State/Prov:	
ZIP:		Country:	
County:		Federal Judicial District:	
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			л.
Representative:	David Torres	Title:	

7/1/24, 11 06 PM

Printer Friendly Record Details

Record # 7 / 152522089 / Consumer Sentinel Network Complaint				
Reference	152522089	Originator		
Number:		Reference		
		Number:		
Language:	Spanish	Contact Type:	Complaint	
Source:	Consumer	DNC?:	No	
Comments:	Vi un anuncio en Instagram sobre ayudas	sobre el préstamo es	tudiantil, me dijeron que ellos trabajan	
	directo con el departamento de educación y que iban a someter mi solicitud			
Auto-	5	•	nat they work directly with the department	
Translated	of education and that they were going to	submit my application.		
Comments:				
Additional				
Comments:				
Complaint				
disposition				
provided?: Complaint				
Disposition:				
Disposition.		Load Date:	10/05/2022 12:45:58 PM	
Reference:		LUau Date.	10/03/2022 12:43:30 FW	
Created By:	FTCCIS-FTCUSER	Created Date:	10/05/2022 12:45:58 PM	
Updated By:		Updated Date:	10/00/2022 12:10:00 1 M	
Complaint	FTC Mobile Complaints	Product	Government Imposters	
Source:		Service	Government imposters	
		Description:		
Amount		Amount Paid:	\$170.00	
Requested:			••••••	
Payment	Credit Card	Agency	Mobile	
Method:		Contact:		
Complaint	10/05/2022	Transaction		
Date:		Date:		
Initial Contact:	Email:	Initial		
	richard.g@studentloandebtrelief.com	Response:		
Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation	
Topic:		Dispute with		
		Credit		
		Bureau?:		
Dispute with		Dispute with		
Credit Bureau -		Credit Bureau -		
Responded?:		Resolved to		
Marshanaf	No	Satisfaction?:	Na	
Member of armed forces	No	Cross Border	No	
or dependent?:		Complaint?:		
	Consumer	Information		
Consumer	Consumer			
Small				
Business or				
Organization:				

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 76 of 220 Page 74 of 407 Page 74 of 407

/1/24, 11 06 PM	F	rinter Friendly Record Detai	ls
First Name:	Natalia	Last Name:	
Address 1:		Address 2:	
City:		State:	PR
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
	Su	bject	π
Subject:	USA Student Debt relief	Normalized Name:	Student Loans
Address 1:		Address 2:	
City:		State/Prov:	
ZIP:		Country:	UNITED STATES
County:		Federal Judicial District:	
Email:	richard.g@studentloandebtrelief.com	URL:	http://www.usastudentdebtrelief.com
Phone Number:	941-2122479	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			а
Representative:	Richard Grey	Title:	

7/1/24, 11 06 PM

Printer Friendly Record Details

Reference Number:	152755893	Originator Reference	
Number:		Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:			
	They called me and said they are a government debt relief program that can lower my interest rates and combine my loans, providing me with a better way to pay off my student loans. In the agreement made they said they are a business of arranging and processing Federal Student Loan Consolidation and Repayment Plan Applications through the US Department of Education (DOE) for clients with qualifying Federal student Loans and WHEREAS, the Client wishes to employ Company to perform the following services (Services): (1) analyze Clients Federal Student Loan debt situation (2) research potential debt restructuring or repayment options that are available to Client (3) present Client with the results of such research (4) prepare a Federal Student Loan Consolidation plan and application for Client and optionally (5) continue to manage said repayment schedule on behalf of client by monitoring the file and providing the necessary paperwork to DOE or loan servicer on Clients behalf throughout the term of the loan to ensure that Client continues to receive the maximum benefits offered by the DOE program. They also notes that I am to pay a \$500 program fee if and when the consolidation is approved and then \$30 a month for the lifetime of the loan, until it is fully paid off, for the service they provided. We had a conversation on the phone to get the process done, they virtually accessed my fsa to verify my loan information as if they already had access before calling me. I virtually signed an agreement and they actually got me a consolidation company told me that if I had to pay to consolidate, then it was probably a scam. If you can help verify they are real, I would greatly appreciate it, because they have access to my social security, mailing address, name, phone number, and fsa online account. I changed my password, but they way they verified this information was similar to how the process was verified when I went to school online. So I figured they were a real government company, until the consolidation company was not		
Additional Comments:	I remembered that they promised loan forgiveness via the Biden relief program and said I would only possibly qualify if I consolidated my loans before a specific deadline. Lower interest rates was what I previously reported, but they also said loan forgiveness depending on my circumstances.^n^nI also looked them up on the BBB and it says they are not accredited, but their business has an A rating with 5 complaints. It said they have been open for 3 years and 4 complaints were closed this year, I really do hope this helps.		
Complaint			
disposition			
provided?:			
Complaint			
Disposition:		· · - 1	
-		Load Date:	10/13/2022 3:46:36 AM
Data			
Data Reference:			
Data Reference: Created By:	FTCCIS-FTCUSER	Created Date:	10/13/2022 3:46:36 AM
Data Reference: Created By: Updated By:	FTCCIS-FTCUSER	Created Date: Updated Date:	10/13/2022 3:46:36 AM 10/13/2022 4:27:04 AM
Data Reference: Created By: Updated By: Complaint		Updated Date: Product	
Data Reference: Created By: Updated By:	FTCCIS-FTCUSER	Updated Date:	10/13/2022 4:27:04 AM

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Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 78 of 220 Page 76 of 407 Page 76 of 407

1/24, 11 06 PM		Printer Friendly Record Detai	IS
Amount Requested:		Amount Paid:	\$500.00
Payment Method:	Debit Card	Agency Contact:	Mobile
Complaint Date:	10/13/2022	Transaction Date:	
Initial Contact:	Phone Call: 9412571160	Initial Response:	
Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:	F	Dispute with Credit Bureau - Resolved to Satisfaction?:	F
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
	Consume	r Information	
Consumer Small Business or Organization:			
First Name:	Christina	Last Name:	
Address 1:		Address 2:	
City:		State:	Kansas
Zip:		Country:	
County:		Federal	1
		Judicial District:	
Home Number:			
Home Number: Work Number:		District:	
Contraction and the second second		District: Cell Number:	
Work Number:		District: Cell Number: Ext:	
Work Number: Fax Number: Age Range:		District: Cell Number: Ext: Email: Military Service	
Work Number: Fax Number: Age Range:		District: Cell Number: Ext: Email: Military Service Branch: Soldier	
Work Number: Fax Number: Age Range:	USA Student Debt Relief - Federal Student Loan Forgiveness	District: Cell Number: Ext: Email: Military Service Branch: Soldier Station:	Usa Student Debt Relief - Federal Student Loan Forgiveness
Work Number: Fax Number: Age Range: Soldier Status:	USA Student Debt Relief - Federal	District: Cell Number: Ext: Email: Military Service Branch: Soldier Station: Ubject Normalized	The second second second second second second second second
Work Number: Fax Number: Age Range: Soldier Status: Subject:	USA Student Debt Relief - Federal Student Loan Forgiveness	District: Cell Number: Ext: Email: Military Service Branch: Soldier Station: Ibject Normalized Name:	The second second second second second second second second
Work Number: Fax Number: Age Range: Soldier Status: Subject: Address 1:	USA Student Debt Relief - Federal Student Loan Forgiveness 1412 Pine Bay Drive	District: Cell Number: Ext: Email: Military Service Branch: Branch: Soldier Station: Ibject Normalized Name: Address 2:	Student Loan Forgiveness
Fax Number: Age Range: Soldier Status: Subject: Address 1: City:	USA Student Debt Relief - Federal Student Loan Forgiveness 1412 Pine Bay Drive Sarasota	District: Cell Number: Ext: Email: Military Service Branch: Soldier Station: Ibject Normalized Name: Address 2: State/Prov:	Student Loan Forgiveness Florida

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20/64

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 79 of 220 Page 77 of 407

7/1/24, 11 06 PM

Printer Friendly Record Details

7/1/24, 11 00 PM	Finiter Friendly Record Details			
Phone Number:	941-2195617	Ext:		
Subject ID		Subject ID		
Туре:		Issuer State:		
Subject ID			•	
Issuer				
Country:				
Representative:	Isabel Martinez	Title:		
	Asso	ociated Subject		
Company:	USA Student Debt Relief	Normalized	Student Loan	
		Company:		
Company	Other	Address:		
Туре:				
City:		State/Prov:		
ZIP:		Country:		
Email:		URL:	Usastudentdebtrelief.com	
Phone		Ext:		
Number:				
Representative:		Title:		

Reference Number:	154922022	Originator Reference Number:	
Language:	Spanish	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	que tenía que pagar una can noviembre de 2022. Esto se por 10 años en los cuales de porque tenía un préstamo en embargo del cual tenía cono poder colocar el préstamo fu Todo el proceso se realizó ta regular que me indicaba que o programa que de rehabilita préstamo, Aldvantage. Que n 22 de diciembre de 2022, rec de que debíá enviar dos talo me resultó extraño, pues ya direción del remitente eran v responder a:infomarketing.us 11:12 asunto:DOCUMENTOS por:processing.usastudentde ninguna comunicación de ell Además del Sr. Rodríguez, n comunicación vía teléfono y dudas con relación a mi caso envié por correo electrónico. igual que, enviado correo ele voz de los cuales tengo evid maestra de profesión y divor tengo 8 años y medio trabaja adulta pues tuve que echar a una depresión muy fuerte y r agravado mi salud, porque n la que lo encuentro sospecho me pone un panorama muy o para recibir asitencia de esta de préstamos y nno he recibir	Atidad de \$124.75(mensuales) desd debitaría de mi cuenta bancaria. Lu ebería seguir trabajando.La razón, p o pérdida. Mi patrono, mensue cimiento. EL Sr. Rodríguez me indi- era de el estatus de embargo y así into por llamada telefónica y correo e había completado el proceso requi ación del préstamo. Sin embargo, hi recibiríá comunicación de esta ager cibí un correo electrónico de USA Si narios de cheques y mi evidencia de habíá realizado ese proceso con el arias: de:USA Student Debt Relief i sastudentdebtrelief.com para S REQUERIDOS Debtrelief.com firmado por:usastuden os, las primeras personas que se s ni caso pasó a otra persona, Paula correo electrónico. He tratado de co o y solicitudes que me han estado e He realizado llamadas a todos los ectrónico de los cuales no he recibir encia de las fechas y hora en que h ciada. Vivo sola, no tengo propieda ando para esta agencia y en la actua a mis hijos hacia adelante. En estos no me he negado a pagar lo que me o tengo a quién recurrir y no tengo oso. Si alguien puede orientarme y difícil y triste. Hoy , 27 de diciembre a agencia y personas con las que di ón de la Sra. Paula Cruz (941)451-	uego, habría que pagar \$5.00 mensuales bara poder aplicar a la condonación staba debitando \$200.00 por concepto d có que, debía realizar los pagos para poder ser elegible para la condonación. electrónico. Recibí una carta por correo erido para ser elegible a la condonación ay otra agencia o que manejaría este ncia, sin embargo, eso no ha sucedido. I Studente Debir Relief, con isntrucciones le radicación de planillas 2021. Lo que l Sr. Stenen Rodríguez y Paula Cruz La infomarketing.usastudentdebtrelief.com fecha:22 dic 2022, enviado ntd Desde entonces, no he recibido supone estarían a cargo de mi caso.

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22/64

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 81 of 220 Page 79 of 407

		Printer Friendly Record Detai	lls
Auto- Translated Comments:	bank account. Then, you would have to working. The reason, to be able to app was debiting me \$200.00 for ga had to make payments in order to place forgiveness. The whole process was de stating that I had completed the process program. However, there is another age receive communication from this agen received an email from USA Studente and my evidence of filing 2021 returns process with Mr. Stenen Rodríguez an Student Debt Relief infomarketing.usa to:infomarketing.usastudentdebtrelief.co communication from them, the first per Mr. Rodriguez, my case was passed o communication via phone and email. I my case and requests they have been to all the numbers I have of that Agench have left voicemails of which I have ev a teacher by profession and divorced. only have 8 and a half years working for		
	depression and I have not refused to p because I have no one to turn to and I suspicious. If someone can guide and and sad picture. Today, December 27, this agency and people with whom I sp response. I appreciate all the diligence	bay my fair share. But, this have no idea of the legal assist me, it will be of gre 2022, I wrote and made boke for my loan forgiven a you can do in this regard	at, I am going through a very strong s situation has aggravated my health, lity in this process of which I find it eat help. Well, this gives me a very diffic arrangements to receive assistance from ess application and I have not received d. PD. Other information from Ms. Paula
Additional Comments:	depression and I have not refused to p because I have no one to turn to and I suspicious. If someone can guide and and sad picture. Today, December 27, this agency and people with whom I sp response. I appreciate all the diligence	bay my fair share. But, this have no idea of the legal assist me, it will be of gre 2022, I wrote and made boke for my loan forgiven a you can do in this regard	at, I am going through a very strong s situation has aggravated my health, lity in this process of which I find it eat help. Well, this gives me a very diffic arrangements to receive assistance from ess application and I have not received d. PD. Other information from Ms. Paula
Comments: Complaint disposition provided?:	depression and I have not refused to p because I have no one to turn to and I suspicious. If someone can guide and and sad picture. Today, December 27, this agency and people with whom I sp response. I appreciate all the diligence	bay my fair share. But, this have no idea of the legal assist me, it will be of gre 2022, I wrote and made boke for my loan forgiven a you can do in this regard	at, I am going through a very strong s situation has aggravated my health, lity in this process of which I find it eat help. Well, this gives me a very diffic arrangements to receive assistance from ess application and I have not received d. PD. Other information from Ms. Paula
Comments: Complaint disposition provided?: Complaint	depression and I have not refused to p because I have no one to turn to and I suspicious. If someone can guide and and sad picture. Today, December 27, this agency and people with whom I sp response. I appreciate all the diligence	bay my fair share. But, this have no idea of the legal assist me, it will be of gre 2022, I wrote and made boke for my loan forgiven a you can do in this regard	at, I am going through a very strong s situation has aggravated my health, lity in this process of which I find it eat help. Well, this gives me a very diffic arrangements to receive assistance from ess application and I have not received d. PD. Other information from Ms. Paula
Comments: Complaint disposition provided?:	depression and I have not refused to p because I have no one to turn to and I suspicious. If someone can guide and and sad picture. Today, December 27, this agency and people with whom I sp response. I appreciate all the diligence	bay my fair share. But, this have no idea of the legal assist me, it will be of gre 2022, I wrote and made boke for my loan forgiven a you can do in this regard	at, I am going through a very strong s situation has aggravated my health, lity in this process of which I find it eat help. Well, this gives me a very diffic arrangements to receive assistance from ess application and I have not received d. PD. Other information from Ms. Paula
Comments: Complaint disposition provided?: Complaint Disposition: Data	depression and I have not refused to p because I have no one to turn to and I suspicious. If someone can guide and and sad picture. Today, December 27, this agency and people with whom I sp response. I appreciate all the diligence	bay my fair share. But, this have no idea of the legal assist me, it will be of gre 2022, I wrote and made boke for my loan forgiven you can do in this regard 116 Ext. 118 paula.cusas	at, I am going through a very strong s situation has aggravated my health, lity in this process of which I find it eat help. Well, this gives me a very diffic arrangements to receive assistance fron ess application and I have not received d. PD. Other information from Ms. Paula rudentrelief.com
Comments: Complaint disposition provided?: Complaint Disposition: Data Reference:	depression and I have not refused to p because I have no one to turn to and I suspicious. If someone can guide and and sad picture. Today, December 27, this agency and people with whom I sp response. I appreciate all the diligence Cruz (941)451-2887 direct (877)871-6	bay my fair share. But, this have no idea of the legal assist me, it will be of gre 2022, I wrote and made boke for my loan forgiven you can do in this regard 116 Ext. 118 paula.cusas	t, I am going through a very strong s situation has aggravated my health, lity in this process of which I find it eat help. Well, this gives me a very diffic arrangements to receive assistance fror ess application and I have not received d. PD. Other information from Ms. Paula rudentrelief.com
Comments: Complaint disposition provided?: Complaint Disposition: Data Reference: Created By:	depression and I have not refused to p because I have no one to turn to and I suspicious. If someone can guide and and sad picture. Today, December 27, this agency and people with whom I sp response. I appreciate all the diligence Cruz (941)451-2887 direct (877)871-6	Load Date: Created Date:	t, I am going through a very strong s situation has aggravated my health, lity in this process of which I find it eat help. Well, this gives me a very diffic arrangements to receive assistance fror ess application and I have not received d. PD. Other information from Ms. Paula rudentrelief.com
Comments: Complaint disposition provided?: Complaint Disposition: Data Reference: Created By: Updated By: Complaint	depression and I have not refused to p because I have no one to turn to and I suspicious. If someone can guide and and sad picture. Today, December 27, this agency and people with whom I sp response. I appreciate all the diligence Cruz (941)451-2887 direct (877)871-6	ay my fair share. But, this have no idea of the legal assist me, it will be of gre 2022, I wrote and made boke for my loan forgiven you can do in this regard 116 Ext. 118 paula.cusas Load Date: Created Date: Updated Date: Product Service	t, I am going through a very strong s situation has aggravated my health, lity in this process of which I find it eat help. Well, this gives me a very diffic arrangements to receive assistance fror ess application and I have not received d. PD. Other information from Ms. Paula rudentrelief.com

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Carson Attachment H, Page 13 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 82 of 220 Page 83 Page 80 of 407

1/24, 11 06 PM		Printer Friendly Record Detai	ils
Complaint Date:	12/27/2022	Transaction Date:	
Initial Contact:	Email:	Initial	
	stevenr@usastudentdebtrelief.com	Response:	
Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
	Consume	r Information	
Consumer Small Business or Organization:		1	11
First Name:		Last Name:	
Address 1:		Address 2:	
City:		State:	Puerto Rico
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
	Su	ıbject	л <u>.</u>
Subject:	USA STUDENT DEBT RELIEF	Normalized Name:	Student Loans
Address 1:	1412 Pine Bay Drive	Address 2:	
City:	Sarasota	State/Prov:	Florida
ZIP:	34231	Country:	UNITED STATES
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:	stevenr@usastudentdebtrelief.com	URL:	www.studentdebrelief.com
Phone Number:	877-8716116	Ext:	
Subject ID Type:		Subject ID Issuer State:	

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24/64

Carson Attachment H, Page 14 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 83 of 220 Page 81 of 407

7/1/24, 11 06 PM

Printer Friendly Record Details

Subject ID			
Issuer			
Country:			
Representative:	Steven Rodríguez	Title:	

7/1/24, 11 06 PM

Printer Friendly Record Details

Reference	155694677	Originator	
Number:		Reference	
		Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	I believed my student loan could be reduc	ed. They have a Face	book site. They seemed to be legitimate
	I did have doubt but, I fell for their scam. We with Federal agencies. They claimed they Debit bank card number imfo. They emailed story short: First payment was due 11923. Canceled the card. AutoPayment did not ge well as Nelnet. I am 67 and have SS as me their contract. There is more protection for through their emailmail writing cancelation track ones IP computer address!! I use Go remember,giving it out my email but the agent my name and phone number is still a mys usually on guard with hacking and scams!	work with them. I gave ed me a contract to sig I called my bank. I tol to through! I notified S y only source of incom the company than for h. In their clause in cor bogle which claims is p gent said I did in the fil tery!!!! This is a long s !! They seemed so leg in their hands. I really	e them my SS number, DATE of birth, gn (I did) sent back through email. Long Id them my situation. Bank and I SA of my situation with this company as ne. I had read THOROUGHLY through r the client? One can cancel anytime ntract, they do stipulate that they can protected. I didn't but don't quite rst conversation with them. How they go tory short version!! I feel so dumb! I am it!! I really hope you can look into this
Additional	Thank you for time and assistance! Susan		
Additional Comments:			
Complaint			
disposition			
provided?:			
Complaint			
Disposition:			
Data		Load Date:	01/20/2023 3:38:50 PM
Reference:			
Created By:	FTCCIS-FTCUSER	Created Date:	01/20/2023 3:38:50 PM
Updated By:		Updated Date:	
Complaint	FTC Mobile Complaints	Product	Credit & Debt Counseling
Source:		Service	Unwanted Telemarketing Calls
		Description:	
Amount Requested:	\$500.00	Amount Paid:	
Payment Method:		Agency Contact:	Mobile
Complaint	01/20/2023	Transaction	01/05/2023
Date:		Date:	0 1100/2020
nitial Contact:	Phone Call: 9412800657	Initial	
	1 Hone Gail. 341200007	Response:	
	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
Statuto/Pulo	· ,	Law VIOIALIOII.	TSR: Caller ID information not
Statute/Rule:	Telemarketing Sales Rule		transmitted
Statute/Rule: Topic:	Telemarketing Sales Rule	Dispute with	
	Telemarketing Sales Rule	Dispute with Credit	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 85 of 220 Page 83 of 407

/1/24, 11 06 PM	F	rinter Friendly Record Detai	ls
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
	Consumer	Information	
Consumer Small Business or Organization:			N
First Name:	Susan	Last Name:	
Address 1:		Address 2:	
City:		State:	New York
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
	Su	bject	
Subject:	USA STUDENT DEBT RELIEF	Normalized Name:	Student Loans
Address 1:	1412 Pine Bay Drive	Address 2:	
City:	Sarasota	State/Prov:	Florida
ZIP:	34231	Country:	UNITED STATES
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:	amanda.g@usastudentdebtrelief.com	URL:	www.usastudentdebtrelief.com
Phone Number:	877-8716116	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			а
Representative:	Amanda Garcia	Title:	

7/1/24, 11 06 PM

Printer Friendly Record Details

Reference	155699439	Originator	
Number:		Reference	
		Number:	
Language:	Spanish	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	El 25 de octubre recibi una llamada d	e la Sra. Julia Parker com	o a las 4:00 pm indicandome que ellos
			ormaron que tenia que realizar una carta
	· · · · ·		y despues tenia que pagar 9 dolares por
			el 14 de noviembre 2022 realice un pago
			formaron que cuando terminara de paga
	los 2,160 mi deuda quedaba salda. M	le comunique con Nelnet y	y me dijeron que verificara por que no m
	debe cobrar para ayudarme a consol	idar mis prestamos estudia	antiles. quiero corroborar con ustedes si
	estoy siendo estafada por estas pers	onas.	
Auto-	On October 25 I received a call from	Mrs. Julia Parker at about	4:00 pm indicating that they helped with
Translated	the forgiveness of my student loans.	was informed that I had to	o make a letter which I sent that I had to
Comments:	make 5 payments of 125.00 dollars a	nd then I had to pay 9 doll	ars for 240 months until completing the
	total payment of 2,160 dollars. I on No	ovember 14, 2022 made a	payment of 125. And on December 14
	for a total of 250 dollars I was informe	ed that when I finished pay	ing the 2,160 my debt was paid. I
	contacted Nelnet and they told me to	verify why they should not	charge me to help me consolidate my
	student loans. I want to corroborate w	vith you if I am being scam	med by these people.
Additional			
Comments:			
Complaint			
disposition			
provided?:			
Complaint			
Disposition:			
Data		Load Date:	01/20/2023 2:18:09 PM
Reference:			
Created By:	FTCCIS-FTCUSER	Created Date:	01/20/2023 2:18:09 PM
Updated By:		Updated Date:	
Complaint	FTC Online Complaints	Product	Credit & Debt Counseling
Source:		Service	Unwanted Telemarketing Calls
		Description:	
Amount		Amount Paid:	\$250.00
Requested:			
Payment	Credit Card	Agency	Internet
Method:		Contact:	
Complaint	01/20/2023	Transaction	
Date:		Date:	
Initial Contact:	Phone Call: 8778716116	Initial	
Ototute (Dula		Response:	
Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
	Telemarketing Sales Rule		TSR: Telemarketing outside 8 a.m9
Tenia		Dianuta with	p.m.
Topic:		Dispute with Credit	
		i Greatt	
		Bureau?:	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 87 of 220 Page 85 of 407

/1/24, 11 06 PM		Printer Friendly Record Detai	ils
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
And a second second	Con	sumer Information	A.
Consumer Small Business or Organization:			
First Name:	Elizabeth	Last Name:	
Address 1:		Address 2:	
City:		State:	PR
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
		Subject	
Subject:	USA student Debt Relief	Normalized Name:	Student Loans
Address 1:	4	Address 2:	
City:		State/Prov:	
ZIP:		Country:	
County:		Federal Judicial District:	
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			л
Representative:	Julia Parker	Title:	

7/1/24, 11 06 PM

Printer Friendly Record Details

Comments:The rega with stude inde what theyAdditional Comments:What theyAdditional Complaint disposition provided?:Image: Complaint of the stude what theyComplaint Disposition:Image: Complaint of the stude complaintData Reference:FTCUpdated By:FTCComplaint Source:FTCAmount Requested:\$600 complaint of the stude complaintAmount Method:\$600 complaint complaint of/2	sumer case manager Luis Delgado who wo rding student loan forgiveness. He a out consent or prior notification and v ent loan debtors for something that i pendent of the amont of student deb t they do is enrolled you in a Repayn work as intermedaries with the Dep CIS-FTCUSER	asked for my FSA ld and which is not legal to do. s free in studentaid.gov t. They also lie about en nent of studentaid progr	d password, changing the password . This company charges around \$600 to v. They claim you only have to pay \$29 entering in a forgiveness program when gram with false information. They claim
Source:ConsComments:The regawith studewith studestudeindepwhat theyAdditional Complaint disposition:Complaint Disposition:Data Reference:Created By:Complaint Source:Complaint Payment Method:Complaint Source:Complaint Od/2Complaint Data:Complaint Complaint Source:Complaint Source:Complaint DataComplaint Source:Complaint Source:Complaint Source:Complaint Source:Complaint Source:Complaint Method:Complaint Method:Complaint Method:Complaint Method:Complaint Method:Complaint Method:Complaint Method:Complaint Method:Complaint Method:Complaint Method:Complaint Method:	sumer case manager Luis Delgado who wo rding student loan forgiveness. He a out consent or prior notification and v ent loan debtors for something that i pendent of the amont of student deb t they do is enrolled you in a Repayn work as intermedaries with the Dep CIS-FTCUSER	Contact Type: DNC?: orks for Usa Student Detection asked for my FSA Id and which is not legal to do. s free in studentaid.gov tt. They also lie about enert of studentaid programment of Education ar Load Date: Created Date: Updated Date: Product Service Description:	No ebt Relief offered false information d password, changing the password . This company charges around \$600 to v. They claim you only have to pay \$29 entering in a forgiveness program when iram with false information. They claim nd loan servers, both false. 06/21/2023 5:42:56 PM 06/21/2023 5:42:56 PM
Source:ConsComments:The regawith studewith studestudeindepwhat theyAdditional Complaint disposition:Complaint disposition:Data Reference:Created By:FTCUpdated By:Complaint By:Source:Amount Requested:Method:Complaint DataSource:Complaint DataComplaint DataComplaint DataComplaint DataComplaint DataComplaint DataComplaint DataComplaint DataComplaint DataComplaint DataComplaint DataComplaint DataComplaint DataSource:Complaint DataSource:Complaint Method:Complaint Date:Complaint Date:	sumer case manager Luis Delgado who wo rding student loan forgiveness. He a out consent or prior notification and v ent loan debtors for something that i pendent of the amont of student deb t they do is enrolled you in a Repayn work as intermedaries with the Dep CIS-FTCUSER	DNC?: prks for Usa Student De asked for my FSA Id and which is not legal to do. s free in studentaid.gov it. They also lie about en nent of studentaid progra artment of Education ar Load Date: Updated Date: Product Service Description:	No ebt Relief offered false information d password, changing the password . This company charges around \$600 to v. They claim you only have to pay \$29 entering in a forgiveness program when iram with false information. They claim nd loan servers, both false. 06/21/2023 5:42:56 PM 06/21/2023 5:42:56 PM
Comments:The regationwith studewith studestudewhat theyAdditionalComplaint dispositionDomplaint Disposition:Data Reference:Created By:Complaint Data Refuested:Source:Complaint Method:Source:Payment Method:Complaint Of/2Complaint Disposition:Data Complaint Disposition:Data Complaint Disposition:Complaint Complaint Disposition:Complaint DataSource:Complaint Method:Complaint Method:Complaint Method:	case manager Luis Delgado who wo rding student loan forgiveness. He a out consent or prior notification and v ent loan debtors for something that i pendent of the amont of student deb t they do is enrolled you in a Repayn work as intermedaries with the Dep CIS-FTCUSER	Load Date: Created Date: Updated Date: Description: Created Date: Description:	ebt Relief offered false information d password, changing the password . This company charges around \$600 to v. They claim you only have to pay \$29 entering in a forgiveness program when ram with false information. They claim nd loan servers, both false. 06/21/2023 5:42:56 PM 06/21/2023 5:42:56 PM
regawith studestudeindewhatwhatwhatwhattheyAdditionalComplaintdispositionprovided?:ComplaintDataReference:Created By:FTCUpdated By:ComplaintFTCSource:PaymentMethod:Complaint06/2Date:Complaint	rding student loan forgiveness. He a out consent or prior notification and v ent loan debtors for something that i pendent of the amont of student deb t they do is enrolled you in a Repayn work as intermedaries with the Dep CIS-FTCUSER	Load Date: Created Date: Updated Date: Description:	d password, changing the password . This company charges around \$600 to y. They claim you only have to pay \$29 entering in a forgiveness program when iram with false information. They claim nd loan servers, both false. 06/21/2023 5:42:56 PM 06/21/2023 5:42:56 PM
with stude indep what theyAdditional Comments:Complaint disposition provided?:Complaint Disposition:Data Reference:Created By: Complaint FTCUpdated By: Source:Amount Requested:Amount Method:Complaint Of/2One of the state ComplaintComplaint Complaint ComplaintComplaint Data Complaint Disposition:Complaint Complaint Complaint Complaint ComplaintAmount Complaint Method:Complaint Complaint Method:	out consent or prior notification and v ent loan debtors for something that i pendent of the amont of student deb t they do is enrolled you in a Repayn work as intermedaries with the Dep CIS-FTCUSER	which is not legal to do. s free in studentaid.gov it. They also lie about en nent of studentaid progratment of Education ar Load Date: Created Date: Updated Date: Product Service Description:	This company charges around \$600 to X. They claim you only have to pay \$29 Intering in a forgiveness program when Irram with false information. They claim Ind loan servers, both false. 06/21/2023 5:42:56 PM 06/21/2023 5:42:56 PM
Comments:Complaintdispositionprovided?:ComplaintDisposition:DataReference:Created By:Created By:ComplaintSource:AmountSource:PaymentMethod:Complaint06/2Date:	Mobile Complaints	Created Date: Updated Date: Product Service Description:	06/21/2023 5:42:56 PM
Complaint disposition provided?: Complaint Disposition: Data Reference: Created By: Created By: Complaint Source: Amount Requested: Payment Method: Complaint 06/2 Date:	Mobile Complaints	Created Date: Updated Date: Product Service Description:	06/21/2023 5:42:56 PM
disposition provided?:Complaint Disposition:Disposition:Data Reference:Created By:Created By:Created By:Complaint Source:Source:Payment Method:Complaint 06/2 Date:	Mobile Complaints	Created Date: Updated Date: Product Service Description:	06/21/2023 5:42:56 PM
provided?:ComplaintDisposition:DataReference:Created By:Created By:ComplaintFTCSource:Amount\$600Requested:PaymentMethod:Complaint06/2Date:	Mobile Complaints	Created Date: Updated Date: Product Service Description:	06/21/2023 5:42:56 PM
Complaint Disposition:Data Reference:Created By:Created By:Created By:Complaint Source:Amount Requested:Payment Method:Complaint 06/2 Date:	Mobile Complaints	Created Date: Updated Date: Product Service Description:	06/21/2023 5:42:56 PM
Disposition: Image: Complaint of the sector of the sec	Mobile Complaints	Created Date: Updated Date: Product Service Description:	06/21/2023 5:42:56 PM
Data Reference:Created By:FTCUpdated By:Complaint Source:FTCAmount Requested:\$600Payment Method:Complaint06/2Date:	Mobile Complaints	Created Date: Updated Date: Product Service Description:	06/21/2023 5:42:56 PM
Reference:Created By:FTCUpdated By:FTCComplaintFTCSource:FTCAmount\$600Requested:FTCPayment400Method:ComplaintOdde:06/2Date:FTC	Mobile Complaints	Created Date: Updated Date: Product Service Description:	06/21/2023 5:42:56 PM
Created By:FTCUpdated By:FTCComplaintFTCSource:*********************************	Mobile Complaints	Updated Date: Product Service Description:	
Updated By: FTC Complaint FTC Source: Source: Amount \$600 Requested: Payment Method: 06/2 Date: Update	Mobile Complaints	Updated Date: Product Service Description:	
Complaint Source:FTCAmount Requested:\$600Payment Method:\$Complaint Date:06/2		Product Service Description:	Credit & Debt Counseling
Source: Amount \$600 Requested: Payment Method: Complaint 06/2 Date:		Service Description:	Credit & Debt Counseling
Amount \$600 Requested: 200 Payment Method: 200 Complaint 06/2 Date: 200	0.00	Description:	
Requested:PaymentMethod:Complaint06/2Date:	0.00		
Requested:PaymentMethod:Complaint06/2Date:	0.00	Amount Paid	
Payment Method: Complaint 06/2 Date:		Amount Faiu.	
Method: Complaint 06/2 Date:			
Complaint 06/2 Date:		Agency	Mobile
Date:		Contact:	
	1/2023	Transaction	06/21/2023
nitial Contact: Web		Date:	
	site or App: usastudentdebtrelief	Initial	
		Response:	
Statute/Rule: FTC	Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
Topic:		Dispute with	
		Credit	
		Bureau?:	
Dispute with		Dispute with	
credit Bureau -		Credit Bureau -	
Responded?:		Resolved to	
		Satisfaction?:	
Member of No		Cross Border	No
armed forces		Complaint?:	
r dependent?:		Information	l

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 89 of 220 Page 87 of 407 Page 87 of 407

1/24, 11 06 PM		Printer Friendly Record Detai	ils
Consumer Small Business or Organization:			
First Name:	Ania	Last Name:	
Address 1:		Address 2:	1
City:		State:	Puerto Rico
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
	S	ubject	л
Subject:	Usa Student Debt Relief	Normalized Name:	Student Loans
Address 1:	1412 Pine Srive Gr	Address 2:	1
City:	Sarasota	State/Prov:	Florida
ZIP:	34231	Country:	UNITED STATES
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:	luis.d@usastudentdebtrelief.com	URL:	www.usastudentdetrelief.com
Phone Number:	877-8716116	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			л
Representative:	Luis Delgado	Title:	

7/1/24, 11 06 PM

Printer Friendly Record Details

Reference	161182133	Originator	
Number:		Reference	
		Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	I received a call about not receiving docur	nentation for my loan	forgiveness application. I called the
	number back and was greeted by a young	women. She then co	nnected me to a man named Adam.
	Adam asked me questions and broke dow	n my loans and if I ca	n give him information. He never asked
	for my SSN, but he asked for me to give h	im student aid informa	ation. He verified my username (I did no
	provide this information), but I gave him to	Code to access my a	account. After giving him the information
	he sent an email with paperwork I had to s	•	
	the month \$155 for 5 months until Decem		
	120 weeks then any loan left over will be f		
	forms or pay stubs. He said that he was m		
	did not send in any of the forms. A few hou	•	•
	my email was changed to	-	s not verified. I quickly changed the em
	to verify and changed my username and p	assword.	
Additional Comments:			
Complaint disposition			
provided?:			
Complaint			
Disposition:			
Disposition:	More Information on Data Contributor	Load Date:	06/21/2023 8:01:16 PM
Reference:	Complaints?	Loud Dute.	00/2 //2020 0.01.10 F M
	(/HelpFiles/DoEdCommentsLegend.p		
	df)		
Created By:	FTCCIS-FTCUSER	Created Date:	06/21/2023 8:01:16 PM
Updated By:		Updated Date:	
Complaint	U.S. Department of Education	Product	Credit & Debt Counseling
Source:		Service	Unwanted Telemarketing Calls
		Description:	
Amount	\$155.00	Amount Paid:	
Requested:			
Payment		Agency	Mobile
Method:		Contact:	
Complaint	06/21/2023	Transaction	06/15/2023
Date:		Date:	
Initial Contact:	Phone Call: 8449770072	Initial	
		Response:	
Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
	Telemarketing Sales Rule		TSR: Caller ID information not
			transmitted
Topic:		Dispute with	
Topic.			
Topic.		Credit Bureau?:	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 91 of 220 Page 89 of 407

7/1/24, 11 06 PM		Printer Friendly Record Detai	ils
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
	Cons	sumer Information	
Consumer Small Business or Organization:			
First Name:	Jahina	Last Name:	
Address 1:		Address 2:	
City:		State:	New York
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
	1.1.2	Subject	
Subject:	USA Student Debt Relief	Normalized Name:	Student Loans
Address 1:		Address 2:	
City:		State/Prov:)
ZIP:		Country:	
County:		Federal Judicial District:	
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			л.
Representative:	Adam T	Title:	0

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 92 of 220 Page 93 Page 90 of 407

Record # 14	/ 161691261 / Consumer Senti	nel Network Cor	mplaint
Reference Number:	161691261	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	The told me they were officially from dep my loan would be forgiven. This is an aut take no for an answer or return my mone	tomatic payment for 6 r	
Additional Comments:			
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	07/07/2023 5:37:42 PM
Created By:	FTCCIS-FTCUSER	Created Date:	07/07/2023 5:37:42 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Mobile Complaints	Product Service Description:	Credit & Debt Counseling
Amount Requested:		Amount Paid:	\$115.00
Payment Method:	Debit Card	Agency Contact:	Mobile
Complaint Date:	07/07/2023	Transaction Date:	
Initial Contact:	Website or App: USA Student Debt Relief	Initial Response:	
Statute/Rule:	FTC Act Sec 5 (BCP) Restore Online Shoppers' Confidence Act	Law Violation:	Deception/Misrepresentation I never agreed to recurring charges I had difficulty canceling a recurring charge
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
()	Consumer	Information	u
Consumer Small Business or Organization:			

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 93 of 220 Page 94 Page 91 of 407

/1/24, 11 06 PM		Printer Friendly Record Detai	ils
First Name:	Denise	Last Name:	
Address 1:		Address 2:	
City:		State:	Connecticut
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	· · · · · · · · · · · · · · · · · · ·
	n	Subject	n.
Subject:	USA Student Debt Relief	Normalized Name:	Student Loans
Address 1:		Address 2:	
City:	Sarasota	State/Prov:	Florida
ZIP:	(Cleansed: 34239)	Country:	UNITED STATES
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:		URL:	USAstudentdebtrelief.com
Phone Number:	877-8716116	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			<u>.</u>
Representative:	Valerie Griffin	Title:	

7/1/24,	11	06	PM	
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Printer Friendly Record Details

Reference Number:	162277015	Originator Reference Number:	230724-11597452
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	CFPB Issue Type: Dealing with What Happened: On Tuesday, J aid.gov telephone number. I cho 202-1459. Period thinking I was of David T I asked him about the program at that time, but they ha us to talk about my student loan thought was a normal thing. I sta and how long I've had my stude eligible for a program called inco over 30 months since I've had n all of my student loans. Mr. Davi and then the remaining months indicated that I would have to pa until June 2024 was \$346 and 55 the program had kind of sounde after asking him three times abo of student aid loans would be pa offer, and then an authorization we had agreed upon. I also sent phone with Mr. David T and call student loans would be paid off. typed in my search engine stude When I looked at the telephone the number for student aid.gov a would pay off my student loans. then told me that I need to call m payment on the payment and cal frantic. Called to talk back to Mr representative from student aid. I was talking to student aid.gov. hours later I then received a tele incorrect. I told the supervisor th five months and then the remain him I want to discuss how they w there I want what was offered to recorded, and if they deleted a co	your lender or servicer Trouble lune 6, at 10:53 AM I initiated a set the first number that came u calling student aid.gov. I started a payment income re-driven pro- ad other programs that could he s, he started sending me links to arted talking about my income. If nt loans for. According to the qu ome contingent. Since my loans by student loans. Therefore I was id T indicated that I would have f until June 2024 was \$346 a Off ay \$375.25 per month for five me 0 plus \$19 monitoring fee. I ask d too good to be true. But I thou but the offer for one year worth o aid off I excepted the offer. Mr. D to withdraw monthly from my creat thim for paycheck stubs. To fina- ed a friend and I told her about to I was so happy. She asked for the and gave them a call I was told to Period at the payment amount if my credit bureaus right away and all them and cancel the contract. Daviti. He assured me that the gov told me and asked him to cal I then received an email stating ephone call from a supervisor sta- nat I wanted to do the one years hing of \$346.50 plus \$19 monitor were going to pay off all of my sta- me. I also mentioned to the sup call, would it be traced. They told CC Issuer Fair Resolution: I	with how payments are being handled search enginegooglechrome. of studer p in my search engine which was 941- d talking to a representative by the nam gram. He indicated that there was no lip me with my student loan. In order for o press to give authorization. Which I How many people were in my househo alifications Mr. David T told me that I w began in October 1 of 1994 it's been is eligible for a program that after one of to pay \$375.25 per month for five mon- all of my student loans. Mr. David T onths and then the remaining months ed him again about the program becau- ight I was talking to student aid.gov so of payments, and then my \$280,000 wc OAVID T then sent me a contract for the edit card or debit card of the amount the alize the agreement. And then got off the the one year worth of payments and the the telephone number so then I then re- o get the telephone number for my frier alled USA student debt relief. I then for that there was no such program that that Mr. de de David T specified. She d inform them. Call my bank and stop right away. At this time I was really re was such a program. I told him with ancel my contract. I told him that I thou that everything was canceled. A coupl ating that what Mr. David T told me wa worth of payments at 375.25 for the ne- ring fee until the end of June 2024. I to tudent loans, and end of the conversat pervisor that all of our calls were d me it was against the law to delete ar went to school to secure a better job v
Additional Comments:			
Complaint disposition provided?:	Yes		

https://www.consumersentinel.gov/Search/PrintDetails?src_redacted

36/64

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 95 of 220 Page 93 of 407 Page 93 of 407

Responded?:Resolved to Satisfaction?:Member of armed forces or dependent?:Cross Border Complaint?:NoToress or dependent?:Consumer InformationNoConsumer Small Business or Organization:Statisfaction?:NoFirst Name:NicoleLast Name:MAddress 1:MinesotaAddress 2:MinnesotaCity:MinesotaState:MinnesotaZip:MinesotaCountry:MinnesotaZip:MinesotaCountry:MinnesotaWork Number:Cell Number:Ext:York Number:Ext:Email:Age Range:Military Service Branch:Branch:	Complaint Disposition:	Closed with explanation		
Updated By: CFPB-USER Updated Date: 09/25/2023 1:24:12 AM Complaint Consumer Financial Protection Product Student Loans Bureau Amount Amount Paid: Student Loans Amount Amount Paid: Consumer Financial Protection Student Loans Payment Agency External Agency Method: O7/24/2023 Transaction Date: Date: Initial Initial Contact: Initial Response: Statute/Rule: Law Violation: Initial Topic: Dispute with Credit Bureau - Responded?: Consumer Information No Consumer Consumer Information No Consumer Statisfaction?: Menseota Address 1: Address 2: Minnesota Address 1: Address 2: Minnesota Zip: Country: State: Vork Number: Cell Number: Minnesota Zip: Cell Number: External Agency Address 1: Address 2: Minnesota Zip: Country: Federal Judicial District: Minnesota Zip: Cell Number: Ext: York Numbe	The second se		Load Date:	07/25/2023 5:35:45 AM
Complaint Source: Consumer Financial Protection Bureau Product Service Student Loans Amount Requested: Amount Paid: Service Student Loans Payment Requested: Amount Paid: External Agency External Agency Orizal/2023 Transaction Date: Initial External Agency Initial Contact: Initial Response: Initial Topic: Dispute with Credit Bureau - Responded?: Credit Bureau?: Dispute with Credit Bureau - Responded?: Credit Bureau - Resolved to Satisfaction?: No Member of armed forces or dependent?: Crossumer Information No Consumer Small Business or Organization: Nicole Last Name: Minnesota Zip: Country: Minnesota Minnesota Zip: Country: Minnesota District: Work Number: Cell Number: Cell Number: Minnesota Age Range: Military Service Branch: Soldier Soldier	Created By:	CFPB-USER	Created Date:	07/24/2023 9:38:41 AM
Source: Bureau Service Description: Amount Requested: Amount Paid: Payment Requested: Agency Contact: External Agency Contact: Complaint Date: 07/24/2023 Transaction Date: Initial Complaint Date: 07/24/2023 Transaction Date: Initial Complaint Date: 01/24/2023 Transaction Date: Initial Contact: Initial Response: Statute/Rule: Law Violation: Topic: Dispute with Credit Bureau - Resolved to Satisfaction?: Dispute with Credit Bureau - Resolved to armed forces or dependent?: No Consumer Small Business or Organization: No First Name: Nicole Last Name: Address 1: Address 2: City: State: Minnesota Zip: County: Minnesota Zip: County: Minnesota Zip: County: Minnesota Zip: County: Minnesota Work Number: Cell Number: Work Number: Ext: Fax Number: Email: Soldier Status: Soldier	Updated By:	CFPB-USER	Updated Date:	09/25/2023 1:24:12 AM
Requested: Agency External Agency Payment Method: Agency External Agency Complaint Date: 07/24/2023 Transaction Date: Initial Initial Contact: Initial Response: Initial Initial Contact: Initial Initial Topic: Law Violation: Initial Topic: Credit Bureau-? Dispute with Credit Bureau - Resolved to Satisfaction?: No Member of armed forces Cross Border Complaint?: No Ordependent?: Consumer No Small Business or Organization: Nicole Last Name: First Name: Nicole Last Name: Address 1: Address 2: City: State Minnesota Zip: Country: Federal Home Number: Cell Number: Cell Number: Meme Number: Cell Number: Email: Yag Range: Military Service Branch: Branch:			Service	Student Loans
Method: Contact: Complaint Date: 07/24/2023 Transaction Date: Initial Initial Contact: Initial Initial Response: Initial Statute/Rule: Law Violation: Topic: Dispute with Credit Bureau?: Dispute with Credit Bureau- Responded?: Credit Bureau?: Member of armed forces or dependent?: Cross Border Complaint?: Member of armed forces Cross Border Complaint?: Satisfaction?: No Satisfaction?: No Consumer Small Business or Organization: Minnesota Address 1: Address 2: City: State: Minnesota State: Zip: Country: Meme Number: Cell Number: Work Number: Ext: Fax Number: Email: Age Range: Miliiary Service Branch:			Amount Paid:	
Date: Date: Initial Contact: Initial Response: Statute/Rule: Law Violation: Topic: Dispute with Credit Bureau?: Dispute with Credit Bureau- Responded?: Dispute with Credit Bureau- Resolved to Satisfaction?: Member of armed forces or dependent?: Cross Border Complaint?: Consumer Small Business or Organization: No First Name: Nicole Address 1: Address 2: City: State: Minnesota Zip: Country: Meme Number: Cell Number: Work Number: Ext: Fax Number: Email: Meme Number: Email: Meme Number: Email: Moinesta Email: Soldier Status: Soldier				External Agency
Statute/Rule: Law Violation: Topic: Dispute with Credit Bureau?: Credit Bureau?: Dispute with Credit Bureau - Responded?: Dispute with Credit Bureau - Resolved to Satisfaction?: No Member of armed forces or dependent?: Cross Border Consumer Information No Consumer Small Business or Organization: Consumer Information No First Name: Nicole Last Name: Image: Country: Address 1: Address 2: Minnesota Zip: Country: State: Minnesota Zip: Country: Federal Judicial District: Image: Cell Number: Home Number: Cell Number: Ext: Ext: York Number: Ext: Ernait: Image: Cell Number: York Number: Ernait: Ernait: Image: Cell Number: Age Range: Military Service Branch: Soldier Soldier		07/24/2023		1
Topic: Dispute with Credit Bureau?: Dispute with Credit Bureau - Responded?: Dispute with Bureau?: Responded?: Dispute with Credit Bureau - Resolved to Satisfaction?: Member of armed forces or dependent?: Cross Border Complaint?: Member of armed forces Cross Border Complaint?: Member of armed forces Consumer Complaint?: Member of armed forces Consumer Complaint?: Member of armed forces Consumer Complaint?: Member of armed forces Consumer Complaint?: Small Business or Organization: No First Name: Nicole Address 1: Address 2: City: State: Minnesota Zip: Country: County: Federal Judicial District: Home Number: Cell Number: Work Number: Ext: Fax Number: Email: Age Range: Military Service Branch:	Initial Contact:			
Credit Bureau?: Credit Bureau?: Dispute with Credit Bureau - Responded?: Dispute with Credit Bureau - Resolved to Satisfaction?: Member of armed forces or dependent?: Cross Border Complaint?: No Member of armed forces or dependent?: Cross Border Complaint?: No Member of armed forces or dependent?: Cross Border Complaint?: No Member of armed forces Cross Border Complaint?: No Member of armed forces Consumer Complaint?: No Small Business or Organization: Address 2: Minnesota First Name: Nicole Last Name: Minnesota Address 1: Address 2: Minnesota Minnesota Zip: Country: Minnesota Minnesota Zip: County: Federal Judicial District: Minnesota Home Number: Cell Number: Minnesota York Number: Etx: Fax Number: Etx: Fax Number: Etx: Etx: Military Service Branch: Soldier Status: Soldier Soldier Minnesota	Statute/Rule:		Law Violation:	
Credit Bureau - Responded?: Credit Bureau - Resolved to Satisfaction?: No Member of armed forces or dependent?: Cross Border Complaint?: No Consumer Small Business or Organization: Consumer Information No First Name: Nicole Last Name: Image: County: Address 1: Address 2: Minnesota Zip: County: State: Minnesota Zip: County: Federal Judicial District: Image: County: Image: County: Home Number: Cell Number: Ext: Email: Image: Cell Number: Work Number: Email: Image: Cell Number: Image: Cell Number: Image: Cell Number: Age Range: Military Service Branch: Soldier Soldier Soldier	Topic:		Credit	
armed forces or dependent?:Complaint?:Consumer Small Business or Organization:Consumer InformationFirst Name:NicoleLast Name:Address 1:Address 2:City:Address 2:City:State:MinnesotaZip:Country:Federal Judicial District:Home Number:Cell Number:Work Number:Ext:Fax Number:Ext:Soldier Status:Military Service Branch:Soldier Status:Soldier	Credit Bureau -		Credit Bureau - Resolved to	
Consumer Information Consumer Small Business or Organization: First Name: Nicole Last Name: Image: Color of the state of	armed forces			No
Consumer Small Business or Organization: Nicole Last Name: Image: Consumple state Address 1: Address 2: Address 2: Minnesota Address 1: Address 2: Minnesota City: State: Minnesota Zip: Country: Minnesota County: Federal Judicial District: Minnesota Home Number: Cell Number: Ext: York Number: Email: Minnesota Age Range: Military Service Branch: Branch: Soldier Status: Soldier Soldier		Consur	ner Information	
Address 1: Address 2: City: State: Minnesota Zip: Country: Minnesota County: Country: Minnesota County: Country: Minnesota Home Number: Cell Number: Cell Number: Work Number: Cell Number: Ext: Fax Number: Email: Email: Age Range: Military Service Branch: Soldier Status: Soldier Soldier	Small Business or Organization:			
City: Minnesota Zip: Country: County: Federal Judicial Judicial Judicial District: Home Number: Cell Number: Work Number: Ext: Fax Number: Email: Age Range: Military Service Soldier Status: Soldier		Nicole	1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1	
Zip: Country: County: Federal Judicial Judicial Judicial District: Home Number: Cell Number: Work Number: Cell Number: Fax Number: Email: Age Range: Military Service Soldier Status: Soldier				
County: Federal Judicial Judicial Judicial District: Home Number: Cell Number: Work Number: Ext: Fax Number: Email: Age Range: Military Service Soldier Status: Soldier			0.5122.51	Minnesota
Judicial District: Home Number: Work Number: Work Number: Fax Number: Fax Number: Age Range: Soldier Status:				
Work Number: Ext: Fax Number: Email: Age Range: Military Service Branch: Branch:	County:		Judicial	
Fax Number: Email: Age Range: Military Service Branch: Soldier Status: Soldier	Home Number:		Cell Number:	
Age Range: Military Service Branch: Branch:	Work Number:		Ext:	
Branch: Soldier Status: Soldier	Fax Number:		Email:	
The second se	Age Range:			
Subject			Caldian	

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37/64

Carson Attachment H, Page 27 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 96 of 220 Page 94 of 407 Page 94 of 407

/1/24, 11 06 PM	P	rinter Friendly Record Detai	ils
Subject:	USA Student Debt Relief	Normalized Name:	Student Loans
Address 1:	1412 Pine Bay Drive	Address 2:	1
City:	Sarasota	State/Prov:	Florida
ZIP:	34231	Country:	UNITED STATES
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Representative:		Title:	
	Associat	ed Subject	л.
Company:	Start Connecting dba USA Student Debt Relief	Normalized Company:	Start Connecting Dba Usa Student Debt Relief
Company Type:	CFPB Provided Data	Address:	
City:		State/Prov:	
City: ZIP:		State/Prov: Country:	UNITED STATES
			UNITED STATES
ZIP:		Country:	UNITED STATES

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 97 of 220 Page 98 Page 95 of 407

Record #16	/ 162807820 / Consumer S	Sentinel Network Con	mplaint
Reference Number:	162807820	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	were text to me stating It was two that they needed those codes bec said my first 5 months of payments amount) for the next like 10 years. my information. Then I called my a information again so they didn't ha to me. I thought it was for a compl and realize that I already had a co website. I didn't pay them anything name to report it. She called today through the company that my stud her I no longer needed her service	step verification. It wasn't unti- ause they changed my userna s would be \$168 and then it w I got suspicious after I realize actual loan company and did e we it because Julie changed n etely different website. I caug de there from a couple weeks g. I was waiting for her to call v 8112023. After she gave me ent loans are actually through	ram. They had me give them 2 codes that if the phone call was over that I learned ame and ID to the FASFA website. She yould be \$70 (not completely sure of that ed that the codes were needed to chang everything thru them. I changed my my user name and password and gave if ht on When I check the text messages is prior when I needed to access the me back so I could get the company the company name I told her that I went in and she sounded very upset when I tol form because she called me from 2
Additional	different numbers.		
Comments:			
Complaint disposition provided?:			
Complaint Disposition:			Carrow Report
Data Reference:		Load Date:	08/11/2023 7:20:54 PM
Created By:	FTCCIS-FTCUSER	Created Date:	08/11/2023 7:20:54 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Mobile Complaints	Product Service Description:	Credit & Debt Counseling
Amount Requested:	\$168.92	Amount Paid:	
Payment Method:		Agency Contact:	Mobile
Complaint Date:	08/11/2023	Transaction Date:	08/02/2023
Initial Contact:	Phone Call: 9412704174	Initial Response:	
Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
		Dispute with Credit	
Topic:		Bureau?:	

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39/64

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 98 of 220 Page 98 of 407 Page 96 of 407

//1/24, 11 06 PM		Printer Friendly Record Detai	ls
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
	Con	sumer Information	л
Consumer Small Business or Organization:			
First Name:	Shaylyn	Last Name:	
Address 1:		Address 2:	
City:		State:	Pennsylvania
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
		Subject	л
Subject:	USA student debt relief	Normalized Name:	Student Loans
Address 1:		Address 2:	
City:		State/Prov:	Florida
ZIP:		Country:	UNITED STATES
County:		Federal Judicial District:	
Email:		URL:	
Phone Number:	941-7775595	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			z
Representative:	Julie unknown	Title:	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 99 of 220 Page 97 of 407 Page 97 of 407

Reference	163206368	Originator	
Number:	103200300	Reference Number:	
Language:	Spanish	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	Consumer informs he has received a call f student loan forgiveness. Consumer was t \$10montly for 7years. Consumer has mad logging.	old he would be charg	ge \$105/month for 5 months and then
Auto- Translated			
Comments:			
Additional			
Comments:			
Complaint disposition provided?:			
Complaint Disposition:			
Data		Load Date:	08/24/2023 3:37:35 PM
Reference:			
Created By:	RPALMA	Created Date:	08/24/2023 3:37:35 PM
Updated By:	RPALMA	Updated Date:	08/24/2023 3:41:00 PM
Complaint Source:	FTC Call Center	Product Service Description:	Credit & Debt Counseling Student Loans Government Imposters
Amount Requested:		Amount Paid:	\$210.00
Payment Method:	Debit Card	Agency Contact:	Phone
Complaint	08/24/2023	Transaction	
Date:		Date:	
Initial Contact:	Phone Call	Initial Response:	f
Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:	No	Dispute with Credit Bureau - Resolved to Satisfaction?:	No
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
	Consumer	nformation	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 100 of 220 Page 9901 Page 98 of 407

Consumer	1		
Small			
Business or			
Organization:			
First Name:	Jose	Last Name:	
Address 1:		Address 2:	
City:		State:	Puerto Rico
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
		Subject	1
Subject:	USA Student Debt Relief	Normalized Name:	Student Loans
Address 1:	1412 Pine Bay Dr	Address 2:	
City:	Sarasota	State/Prov:	Florida
ZIP:	34231	Country:	UNITED STATES
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:		URL:	
Phone Number:	877-8716116	Ext:	
Subject ID		Subject ID	
Type:		Issuer State:	
Subject ID Issuer Country:			
Representative:		Title:	1
	Δςς	sociated Subject	1
Company:	Student Aid	Normalized Company:	Student Aid
Company Type:	Other	Address:	
City:		State/Prov:	
ZIP:		Country:	UNITED STATES
Email:		URL:	
Phone		Ext:	
Number:		EAU.	1
Representative:		Title:	1

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Carson Attachment H, Page 32 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 101 of 220 Page 99 02 Page 99 of 407

Reference	/ 164980170 / Consumer \$ 164980170		
Number:	104980170	Originator Reference Number:	
Language:	Spanish	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
	cuenta MOHELA. Sin embargo, er informaron que esta alegada ager préstamo estudiantil este saldo en estudiantil este saldo por la cual n servicios asociados a los planes d agencia USA STUDENT DEBT RE sometido documentación al Depar indicándome que no había cualifio cualificaba haciendo pagos menso ofrecieron información sobre mi pr Realizando débitos de \$100.00 a f 2023. Por dicha razón entiendo que	n llamada durante el día de ay incia no ha informado pagos ni o su totalidad, Por dicha razón o procede ni tengo que hacer le condonaciones según se in ELIEF. Hace alrededor de 1 ai tamento de Educación por lo rado para el programa y me o uales de \$100,00 hasta febrer réstamo detallada y exacta de mi cuenta bancaria durante lo ue esta presunta agencia USA	de préstamos con el administrador de mi yer un representante MOHELA, me i esta autorizada, además de que mi i gui engañada ya que mi préstamo r ningún tipo de pago al mismo ni a forman en los correos de la alegada ño, previamente por mi parte había que no me extraño que me contactaran frecieran otro programa para el cual ro 2024. Acepte esto último, pues me e mi deuda y préstamo estudiantil. Is meses de julio, agosto y septiembre de A STUDENT DEBT RELIEF es fatula y cceso a los expedientes de préstamos de
	departamento de educación de Es	stados Unidos.	
Translated Comments:	representative MOHELA, informed authorized, in addition to my stude student loan this balance for which to services associated with the for STUDENT DEBT RELIEF. About 1 Department of Education so I was for the program and offered me an 100.00 until February 2024. I acce about my debt and student loan lo of July, August and September 202	I me that this alleged agency ent loan this balance in full, For it does not proceed nor do I giveness plans as reported in l year ago, I had previously su not surprised that they conta- nother program for which I qua epted the latter, as I was offere an. Making debits of \$ 100.00 23. For this reason I understa and is deceiving people beca	or this reason gui deceived since my have to make any type of payment to it of the emails of the alleged agency USA ubmitted documentation to the cted me indicating that I had not qualified alified by making monthly payments of \$ ed detailed and accurate information 0 to my bank account during the months
Additional Comments:			
Complaint disposition provided?:			
Complaint			
Disposition:			
Data Reference:		Load Date:	09/27/2023 7:35:13 PM
		Created Date:	09/27/2023 7:35:13 PM
Created By:	FTCCIS-FTCUSER	orcated pate.	
Created By: Updated By:	FICUSER	Updated Date:	

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43/64

Carson Attachment H, Page 33 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 102 of 220 Page 100 of 407 Page 100 of 407

1/24, 11 06 PM			
Amount Requested:		Amount Paid:	\$300.00
Payment Method:	Bank Wire Transfer or Payment	Agency Contact:	Internet
Complaint	09/27/2023	Transaction	
Date:		Date:	
Initial Contact:	Email:	Initial	
	andrew.c@usastudentdebtrelief.com	Response:	
Statute/Rule:	FTC Act Sec 5 (BCP)	Law Violation:	Deception/Misrepresentation
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
	Consumer	Information	
Small			
Business or Organization:			
Organization: First Name:	NIVIA	Last Name:	
Organization:		Last Name: Address 2:	
Organization: First Name: Address 1: City:		property of the states of states a	PR
Organization: First Name: Address 1:		Address 2:	PR
Organization: First Name: Address 1: City:		Address 2: State:	PR
Organization: First Name: Address 1: City: Zip: County:		Address 2: State: Country: Federal Judicial	PR
Organization: First Name: Address 1: City: Zip: County: Home Number:		Address 2: State: Country: Federal Judicial District:	PR
Organization: First Name: Address 1: City: Zip: County:		Address 2: State: Country: Federal Judicial District: Cell Number:	PR
Organization: First Name: Address 1: City: Zip: County: Home Number: Work Number:		Address 2: State: Country: Federal Judicial District: Cell Number: Ext:	
Organization: First Name: Address 1: City: Zip: County: Home Number: Work Number: Fax Number: Age Range:		Address 2: State: Country: Federal Judicial District: Cell Number: Ext: Email: Military Service	PR
Organization: First Name: Address 1: City: Zip: County: Home Number: Work Number: Fax Number:		Address 2: State: Country: Federal Judicial District: Cell Number: Ext: Email: Military Service Branch: Soldier	
Organization: First Name: Address 1: City: Zip: County: Home Number: Work Number: Fax Number: Age Range:	Su Una Compañía Autorizada Para Condonación De Prestam (Auto-Translated: A Company	Address 2: State: Country: Federal Judicial District: Cell Number: Ext: Email: Military Service Branch: Soldier Station:	PR PR A Company Authorized To Forgive Loans
Organization: First Name: Address 1: City: Zip: County: Home Number: Work Number: Fax Number: Age Range: Soldier Status: Subject:	Su Una Compañía Autorizada Para Condonación De Prestam (Auto-Translated: A Company authorized to forgive loans)	Address 2: State: Country: Federal Judicial District: Cell Number: Ext: Email: Military Service Branch: Soldier Station: bject Normalized Name:	A Company Authorized To Forgive
Organization: First Name: Address 1: City: Zip: County: Home Number: Work Number: Fax Number: Age Range: Soldier Status:	Su Una Compañía Autorizada Para Condonación De Prestam (Auto-Translated: A Company	Address 2: State: Country: Federal Judicial District: Cell Number: Ext: Email: Military Service Branch: Soldier Station: bject Normalized	A Company Authorized To Forgive

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Carson Attachment H, Page 34 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 103 of 220 Page 101 of 407 Page 101 of 407

7/1/24, 11 06 PM	Pri	inter Friendly Record Detai	ils
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:	andrew.c@usastudentdebtrelief.com	URL:	wwwusastudentdebtrelief.com
Phone Number:	941-4790917	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			A
Representative:	Alice López	Title:	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 104 of 220 Page 102 of 409 Page 102 of 407

Record # 19	/ 165504098 / Consumer Second	entinel Network Co	mplaint
Reference Number:	165504098	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	received a call from the company U loan and also that they are with the information already and all I had to personal thing because they had to they were going to help me with the looked up the company and there w	SA student debt relief saying Biden Save Plan. However, do was confirm it. I did not g d me that they had it alread student loan. From there, I vere other students just like t look legit. From there I got	Then, this week on Wednesday the 11th I g that they will help me with my student when I was talking to them they had my give them my ssn or home address or any y. So I did confirm it because I believe noticed it was too good to be true so I me who had the same issue. As well, the worried and started changing all my fected by this company.
Additional			
Comments:			
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	10/13/2023 9:17:36 PM
Created By:	FTCCIS-FTCUSER	Created Date:	10/13/2023 9:17:36 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Mobile Complaints	Product Service Description:	Credit & Debt Counseling Unwanted Telemarketing Calls
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	Mobile
Complaint Date:	10/13/2023	Transaction Date:	10/11/2023
Initial Contact:	Phone Call: 9412823534	Initial Response:	
Statute/Rule:	FTC Act Sec 5 (BCP) Telemarketing Sales Rule	Law Violation:	Deception/Misrepresentation TSR: Caller ID information not transmitted
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 105 of 220 Page 103 of 407

	Consumer	Information	
Consumer Small Business or Organization:	Gonsumer		
First Name: Kalvin		Last Name:	
Address 1:		Address 2:	
City:		State:	Texas
Zip:		Country:	
County:		Federal Judicial District:	
lome Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Λ	Sub	ject	n
Subject: USA student	debt relief	Normalized Name:	Student Loans
Address 1: 1412 Pine Ba	ay Dr	Address 2:	
City: Sarasota		State/Prov:	(Cleansed: Florida)
ZIP: 34231		Country:	UNITED STATES
County: Sarasota		Federal Judicial District:	Florida - Middle
Email: valerie.g@us	astudentdebtrelief.com	URL:	https://usastudentdebtrelief.com
Phone 941-2823534 Number:		Ext:	
Subject ID		Subject ID	
Туре:		Issuer State:	
Subject ID Issuer Country:			
Representative: Valerie Griffir	1	Title:	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 106 of 220 Page 104 of 407 Page 104 of 407

	/ 168390476 / Consumer Sen		
Reference Number:	168390476	Originator Reference Number:	240109-12969193
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	What Happened: I was given a phone spoke with Amanda Garcia case mang PSLF application and so I faxed it to he organization. Over the phone I gave he payment started in August then Septer had some information from MOHELA a and they told me I had not paid. I told r with USA and said I had authorized the did not know that three different compa Andrew reached out to me about the s companies would come after me for or	number concerning debt per for student debt relief. er and it entailed my soci- er my debit card informati- mber and then October for asking me to pay. I called my bank and reversed ch e payments. I had my deb anies would come at me f ame thing and I told him ne debt. I did not make ar my account in negative e not the company I am s	r \$125.40 each month. In September I them and told them I had already paid arges. They investigated and got in touch bit card cancelled and issued a new one. for one student Ioan. Another man named no because I do not know how three my more payments with them at all. This Fair Resolution: I would love for them t upposed to be paying. The other
Additional Comments:	that does not look good.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	01/10/2024 6:30:54 AM
Created By:	CFPB-USER	Created Date:	01/09/2024 1:26:14 PM
		Updated Date:	
Updated By:	Consumer Financial Protection		Student Loans
Updated By: Complaint Source:	Bureau	Product Service Description:	
Complaint	Fight and a second state and a second state and	Service	
Complaint Source: Amount	Fight and a second state and a second state and	Service Description:	External Agency
Complaint Source: Amount Requested: Payment Method: Complaint Date:	Fight and a second state and a second state and	Service Description: Amount Paid: Agency	
Complaint Source: Amount Requested: Payment Method: Complaint Date: Initial Contact:	Bureau	Service Description: Amount Paid: Agency Contact: Transaction	
Complaint Source: Amount Requested: Payment Method: Complaint	Bureau	Service Description: Amount Paid: Agency Contact: Transaction Date: Initial	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 107 of 220 Page 105 of 407 Page 105 of 407

/1/24, 11 06 PM		Printer Friendly Record Detai	ils
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:		Cross Border Complaint?:	No
N. 1. 1. 1. 1. 1.	Consume	er Information	
Consumer Small Business or Organization:			
First Name:	Joyce	Last Name:	
Address 1:		Address 2:	
City:		State:	Georgia
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	1
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
	Si	ubject	
Subject:	USA Student Debt Relief	Normalized Name:	Student Loans
Address 1:	1412 Pine Bay Drive	Address 2:	
City:	Sarasota	State/Prov:	Florida
ZIP:	34231	Country:	UNITED STATES
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:		URL:	
Phone		Ext:	
Number:			
Subject ID		Subject ID	1
Type:		Issuer State:	
Subject ID Issuer Country:			
Representative:		Title:	
	Associa	ted Subject	n
Company:	Start Connecting dba USA Student Debt Relief	Normalized Company:	Start Connecting Dba Usa Student Debt Relief
Company Type:	CFPB Provided Data	Address:	1412 Pine Bay Drive

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49/64

Carson Attachment H, Page 39 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 108 of 220 Page 106 of 407 Page 106 of 407

/1/24, 11 06 PM Printer Friendly Record Detail		ls	
City:	Sarasota	State/Prov:	Florida
ZIP:	34231	Country:	UNITED STATES
Email:		URL:	-
Phone Number:		Ext:	
Representative:		Title:	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 109 of 220 Page 109 of 407

Record # 21	/ 169876049 / Consumer Second	entinel Network Co	mplaint
Reference Number:	169876049	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	USA Student Debt Relief representa informed me that she was aware I h help me and verify if it was granted, about my student loans with anyone recall when. She put me on hold to the debt relief program and of the a \$180 for 5 months and then would p February 16, 2024. Having a gut fee that my loan payment and loan forg of the student loan repayments. Um issue, and I was told to call the com money back. I asked both Student I personal information to which neithe the service. My question is how cou	ative and was calling me to a had requested student debt i . She had all my information e, I had via Fafsa, requested verify my loan status, and th mount I was to pay, it was re pay \$29. per month for 240 r eling this couldn't be legit, I d iveness had been approved fortunately, I did not get any pany and cancel my payme Loans representative that ho er could help, I was told to c uld this company have all my	e introduced herself as a representative of offer me help with my student loans. She relief some time ago and that she would at hand already, I have never spoken a student loan relief last year but cannot hen informed me that I had qualified for educed to \$6,960, and I would be paying months. I made my first payment on called Student Loans (Fafsa) to ensure I. To my surprise, this company is not par help from the persons I spoke to with thi ents and call the bank to request my ow in the world this company had all my all USA Student Debt Relief and cancel y information when I believe this info is no
	disclosed being under federal prote		
Additional			
Comments:			
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	02/21/2024 1:56:58 PM
Created By:	FTCCIS-FTCUSER	Created Date:	02/21/2024 1:56:58 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Online Complaints	Product Service Description:	Credit & Debt Counseling Unwanted Telemarketing Calls
Amount		Amount Paid:	\$180.00
Requested:	Dahit Card	Agency	Internet
Requested: Payment Method:	Debit Card	Contact:	
Payment	02/21/2024		
Payment Method: Complaint Date:		Contact: Transaction	
Payment Method: Complaint	02/21/2024	Contact: Transaction Date: Initial	Deception/Misrepresentation TSR: Caller ID information not transmitted

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51/64

Carson Attachment H, Page 41 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 110 of 220 Page 108 of 407

/1/24, 11 06 PM		Printer Friendly Record Detai	ils
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
	Consume	Information	
Consumer Small Business or Organization:			N
First Name:	Grace	Last Name:	
Address 1:		Address 2:	
City:		State:	Puerto Rico
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	4
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
	Su	bject	Л
Subject:	USAStudent Debt Reli	Normalized Name:	Usastudent Debt Reli
Address 1:	14 12 Pine Bay Drive, Sarasota FL 3	Address 2:	USA.
City:	Sarasota	State/Prov:	Florida
ZIP:	34231	Country:	(Cleansed: UNITED STATES)
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:	lucy.m@usastudentdebtrelief.com	URL:	www.usastudentdebtrelief.com
Phone Number:	877-8716116	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			л
Representative:	Lucy Mendez	Title:	
1	A		8

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 111 of 220 Page 109 912 Page 109 of 407

		nel Network Con	npiant
Reference Number:	170713629	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	The alleged company contacts me after v student loan to which they asked me for b student aid page and then they tell me that after 360 payments of \$30 dollars per mo I receive a collection letter from the comp investigate and I realize that the debited p those of Usa Student Debt Relief and the already requested the forgiveness and the suspicion and they began to send me play which is my borrower letting me know that ignore the letters received. I decided to ca not something real and that I had the oblig and even offer forgiveness of loans. Anyw they cant continue to charge a false mont	ank information, social at I qualify for a pardor on the were made by direct any in charge of my st bayments were not refly tell me to ignore the at I need to wait a little giarized emails posing t they had received the all the federal student a gation to pay the loan way, I closed all the account	I security, the credentials of the federal of half of the amount owed of the loan act debit to my credit card. After 2 months udent loan and it is that I begin to ected in my student loan account so I ca letter from the department since they ha longer. From that moment I had the as the company EDI Financial services e request for forgiveness and I should aid and they tell me that that company is since no one should access my account counts and canceled the credit cards so y submit a signed contract of the direct
Additional	debit agreement so the claim to the banki	ng institution does not	process.
Comments:			
Complaint disposition provided?:			
Complaint Disposition:			
Data			
Reference:		Load Date:	03/13/2024 9:49:41 PM
and the second se	FTCCIS-FTCUSER	Load Date: Created Date:	03/13/2024 9:49:41 PM 03/13/2024 9:49:41 PM
Reference:	FTCCIS-FTCUSER		
Reference: Created By:	FTCCIS-FTCUSER FTC Mobile Complaints	Created Date:	
Reference: Created By: Updated By: Complaint		Created Date: Updated Date: Product Service	03/13/2024 9:49:41 PM
Reference: Created By: Updated By: Complaint Source: Amount		Created Date: Updated Date: Product Service Description:	03/13/2024 9:49:41 PM Credit & Debt Counseling
Reference: Created By: Updated By: Complaint Source: Amount Requested: Payment	FTC Mobile Complaints	Created Date: Updated Date: Product Service Description: Amount Paid: Agency	03/13/2024 9:49:41 PM Credit & Debt Counseling \$300.00
Reference: Created By: Updated By: Complaint Source: Amount Requested: Payment Method: Complaint Date:	FTC Mobile Complaints	Created Date: Updated Date: Product Service Description: Amount Paid: Agency Contact: Transaction	03/13/2024 9:49:41 PM Credit & Debt Counseling \$300.00
Reference: Created By: Updated By: Complaint Source: Amount Requested: Payment Method: Complaint	FTC Mobile Complaints Credit Card 03/13/2024	Created Date: Updated Date: Product Service Description: Amount Paid: Agency Contact: Transaction Date: Initial	03/13/2024 9:49:41 PM Credit & Debt Counseling \$300.00

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56/64

Carson Attachment H, Page 43 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 112 of 220 Page 13 Page 110 of 407

/1/24, 11 06 PM		Printer Friendly Record Detai	ils
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
	Consun	ner Information	
Consumer Small Business or Organization:			
First Name:	Victor	Last Name:	
Address 1:		Address 2:	
City:		State:	Puerto Rico
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
	n	Subject	7
Subject:	Usa Student Debt Relief	Normalized Name:	Student Loans
Address 1:	1412 Pine Bay Dr, Sarasota	Address 2:	
City:	Florida (Cleansed: Sarasota)	State/Prov:	Florida
ZIP:	34231	Country:	UNITED STATES
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:	info@usastudentdebtrelief.com	URL:	usastudentdebtrelief.com
Phone Number:	877-8716116	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			a
Representative:	Amy Turner	Title:	
			0

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 113 of 220 Page 114 Page 111 of 407

Record # 24	/ 171698056 / Consumer Sentin	el Network Con	mplaint
Reference Number:	171698056	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	I was personally contacted and told that I only end up paying \$11,000 over a period account and changed my password. Addit process. I provided my SS information and Fortunately, I realized it was a scam and t Student Aid account password. They could happening in 2022, and I have informed th me by phone, email, or any other means of local area numbers from my city.	of 20 years. They ask ionally, they asked for d credit card details fo he next day I was able dnt charge the \$500. Them through a letter th	ted me to log in to my studentaid.com r a payment of \$500 to proceed with the r the payment to be processed. to cancel the cards and change my They continue to call despite this nat I do NOT authorize them to contact
Additional			
Comments:			
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	04/10/2024 9:28:59 AM
Created By:	FTCCIS-FTCUSER	Created Date:	04/10/2024 9:28:59 AM
Updated By:		Updated Date:	
Complaint Source:	FTC Mobile Complaints	Product Service Description:	Credit & Debt Counseling Unwanted Telemarketing Calls
Amount Requested:	\$500.00	Amount Paid:	
Payment Method:		Agency Contact:	Mobile
Complaint Date:	04/10/2024	Transaction Date:	09/07/2022
Initial Contact:	Phone Call: 9414799401	Initial Response:	
Statute/Rule:	FTC Act Sec 5 (BCP) Telemarketing Sales Rule	Law Violation:	Deception/Misrepresentation TSR: DNC: Ignoring Your Prior Request to that Specific Entity
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No

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Carson Attachment H, Page 45 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 114 of 220 Page 12 0 Page 112 of 407

	Consumer	Information	
Consumer Small Business or Organization:			
First Name:	Zuleska	Last Name:	
Address 1:		Address 2:	
City:		State:	
Zip:		Country:	PUERTO RICO
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
	Su	bject	
Subject:	USA Student debt relief	Normalized Name:	Student Loans
Address 1:	1412 Pine Bay Drive Sarasota FI 342	Address 2:	
City:	Sarasota	State/Prov:	Florida
ZIP:	(Cleansed: 34233)	Country:	UNITED STATES
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:	info@usastudentdebtrelief.com	URL:	https://usastudentdebtrelief.com
Phone Number:	941-4799401	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			A
Representative:		Title:	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 115 of 220 Page 10916 Page 113 of 407

7/1/24, 11 06 PM Printer Friendly Record Details Record # 25 / 173061220 / Consumer Sentinel Network Complaint Reference 173061220 Originator Number: Reference Number: Language: Spanish Contact Type: Complaint Source: Consumer DNC?: No Comments: En febrero recibi una llamada de esta senora diciendome que era elegible para condonacion de mi prestamo estudiantil. Se habia mencionado en las noticias que el presidente Biden estaba trabajando para perdonar deudas de prestamos estudiantiles. Como ellos tenian mi informacion personal cuando me llamaron, me dije a mi misma, pues es real. Me enviaron todos los documentos para que los firmara inmediatamente. A las semanas me llegaban emails de cambio de contrasena y yo no lo habia cambiado. Daba reset a mi cuenta y volvian y me cambiaban la contrasena. Ahi fue que me dio sospecha porque si ya habia acabado el proceso, no entendia porque me seguian cambiando la contrasena. Llamo a Navient, la compania con la que tengo mi prestamo estudiantil y ellos en efecto me confirman que mi cuenta no cualifica para condonacion. Ahi es que me doy cuenta que se apoderaron de mi usario y contrasena y que podia tratarse de fraude. Me preocupa porque tienen mi informacion personal, seguro social, fecha de nacimiento y tarjeta de credito. Auto-In February I received a call from this lady telling me that I was eligible for forgiveness on my student Translated loan. It had been mentioned in the news that President Biden was working to forgive student loan debt. Comments: Since they had my personal information when they called me, I said to myself, well, it's real. They sent me all the documents to sign immediately. A few weeks later, I received emails about changing my password and I hadn't changed it. I would reset my account and they would come back and change my password. That's when I became suspicious because if I had already finished the process, I didn't understand why they kept changing my password. I call Navient, the company I have my student loan with, and they confirm that my account does not qualify for forgiveness. That's when I realize that they took over my username and password and that it could be fraud. I'm worried because they have my personal information, social security, date of birth, and credit card. Additional Comments: Complaint disposition provided?: Complaint **Disposition:** Data Load Date: 05/16/2024 8:06:42 PM **Reference:** FTCCIS-FTCUSER Created Date: Created By: 05/16/2024 8:06:42 PM Updated By: Updated Date: Complaint FTC Online Complaints Product Credit & Debt Counseling Source: Service **Description:** Amount Amount Paid: \$100.00 **Requested:** Payment Credit Card Agency Internet Method: Contact: 05/16/2024 Complaint Transaction Date: Date: **Initial Contact:** Phone Call Initial **Response:** Statute/Rule: Law Violation: FTC Act Sec 5 (BCP) Deception/Misrepresentation

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60/64

Carson Attachment H, Page 47 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 116 of 220 Page 114 of 407 Page 114 of 407

/1/24, 11 06 PM	P	rinter Friendly Record Detai	ils
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
1	Consumer	Information	л.
Consumer Small Business or Organization:			
First Name:	Ripsalie	Last Name:	
Address 1:		Address 2:	
City:		State:	PR
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
	Su	oject	л
Subject:	USA STUDENT DEBT RELIEF	Normalized Name:	Student Loans
Address 1:		Address 2:	
City:		State/Prov:	
ZIP:		Country:	
County:		Federal Judicial District:	
Email:	amanda.g@usastudentdebtrelief.com	URL:	www.usastudentdebtrelief.com
Phone Number:	941-2800657	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Representative:	AMANDA GARCIA	Title:	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 117 of 220 Page 115 of 407

ecord # 26	1		
Reference Number:	174027395	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
	FSA. They claimed that they could help with my student loan debt by consolidating the loan, and transferring the rights of the loan from my loan servicer (Aidvantage) to themselves. They initially gained my trust in a few ways. First of all, they claimed to be with the government, and had access to information that only the government should have access to. I did a quick google search in order to detect if they were a fraudulent company, and took note that they were registered on the BBB website, which led me to believe that they were legitimate. Additionally, they spruced themselves up with convincing legal jargon, which made discerning exactly what actions they were taking rather difficult. From my perspective, they were a company working adjacent to the government, were registered and legit, and could provide a repayment plan that was financially beneficial for me. So I signed up, and provided them with the last 4 digits of my social security number. Any other information that I provided to them was either inconsequential, or is publicly available already, such as name, phone number, and email address. After signing up, and NOT providing my debit card information, I started getting monthly bills of \$100. Additionally, the balance on my student loan provider account had dropped to \$0, leading me to believe that this company had successfully transferred the loans to a new servicer (likely themselves). It wasn't until about a month later that I started to get suspicious. I began getting emails an letters from the US department of education, and from the FSA website claiming that I was late on payments, and that I needed to confirm that I had truly signed up for a seperate program that I had not signed up for. At this point, I started to do some digging. I discovered that there was a forebearance on my aidvantage account. Finally, I started to do some deep digging into this company, and found that they were registered on the BBB website, but the fine print listed them as an untrustworthy and fraudulent company.		
	payments, and that I needed to confirm signed up for. At this point, I started to my aidvantage account which I had no my FSA account. Finally, I started to d registered on the BBB website, but the company. They had been involved in a potentially others, but were somehow repercussions for me, and has caused	n that I had truly signed u do some digging. I discou at authorized, and that my o some deep digging into e fine print listed them as a variety of legal cases in still open and operating. T d a variety of problems, inc	p for a seperate program that I had not vered that there was a forebearance on credentials no longer gave me access this company, and found that they were an untrustworthy and fraudulent the state of Minnesota, California, and Fhis issue has had a variety of cluding financial loss. If there is legal
Additional Comments:	payments, and that I needed to confirm signed up for. At this point, I started to my aidvantage account which I had no my FSA account. Finally, I started to d registered on the BBB website, but the company. They had been involved in a potentially others, but were somehow	n that I had truly signed u do some digging. I discou at authorized, and that my o some deep digging into e fine print listed them as a variety of legal cases in still open and operating. T d a variety of problems, inc	p for a seperate program that I had not vered that there was a forebearance on credentials no longer gave me access this company, and found that they were an untrustworthy and fraudulent the state of Minnesota, California, and Fhis issue has had a variety of cluding financial loss. If there is legal
100 C C C C C C C C C C C C C C C C C C	payments, and that I needed to confirm signed up for. At this point, I started to my aidvantage account which I had no my FSA account. Finally, I started to d registered on the BBB website, but the company. They had been involved in a potentially others, but were somehow repercussions for me, and has caused	n that I had truly signed u do some digging. I discou at authorized, and that my o some deep digging into e fine print listed them as a variety of legal cases in still open and operating. T d a variety of problems, inc	p for a seperate program that I had not vered that there was a forebearance on credentials no longer gave me access this company, and found that they were an untrustworthy and fraudulent the state of Minnesota, California, and Fhis issue has had a variety of cluding financial loss. If there is legal
Comments: Complaint disposition provided?: Complaint Disposition:	payments, and that I needed to confirm signed up for. At this point, I started to my aidvantage account which I had no my FSA account. Finally, I started to d registered on the BBB website, but the company. They had been involved in a potentially others, but were somehow repercussions for me, and has caused	n that I had truly signed u do some digging. I disco- ot authorized, and that my o some deep digging into e fine print listed them as a variety of legal cases in still open and operating. T d a variety of problems, in- of reimbursement and just	p for a seperate program that I had not vered that there was a forebearance on credentials no longer gave me access this company, and found that they were an untrustworthy and fraudulent the state of Minnesota, California, and Fhis issue has had a variety of cluding financial loss. If there is legal tice would be appreciated.
Comments: Complaint disposition provided?: Complaint	payments, and that I needed to confirm signed up for. At this point, I started to my aidvantage account which I had no my FSA account. Finally, I started to d registered on the BBB website, but the company. They had been involved in a potentially others, but were somehow repercussions for me, and has caused action that can be pursued, any form of	h that I had truly signed u do some digging. I discor- ot authorized, and that my o some deep digging into e fine print listed them as a variety of legal cases in still open and operating. T I a variety of problems, into of reimbursement and just	p for a seperate program that I had not vered that there was a forebearance on credentials no longer gave me access this company, and found that they were an untrustworthy and fraudulent the state of Minnesota, California, and This issue has had a variety of cluding financial loss. If there is legal tice would be appreciated. 06/12/2024 1:50:17 PM
Comments: Complaint disposition provided?: Complaint Disposition: Data	payments, and that I needed to confirm signed up for. At this point, I started to my aidvantage account which I had no my FSA account. Finally, I started to d registered on the BBB website, but the company. They had been involved in a potentially others, but were somehow repercussions for me, and has caused	n that I had truly signed u do some digging. I disco- ot authorized, and that my o some deep digging into e fine print listed them as a variety of legal cases in still open and operating. T d a variety of problems, in- of reimbursement and just	p for a seperate program that I had not vered that there was a forebearance on credentials no longer gave me access this company, and found that they were an untrustworthy and fraudulent the state of Minnesota, California, and Fhis issue has had a variety of cluding financial loss. If there is legal tice would be appreciated.
Comments: Complaint disposition provided?: Complaint Disposition: Data Reference:	payments, and that I needed to confirm signed up for. At this point, I started to my aidvantage account which I had no my FSA account. Finally, I started to d registered on the BBB website, but the company. They had been involved in a potentially others, but were somehow repercussions for me, and has caused action that can be pursued, any form of	h that I had truly signed u do some digging. I discor- ot authorized, and that my o some deep digging into e fine print listed them as a variety of legal cases in still open and operating. T I a variety of problems, into of reimbursement and just	p for a seperate program that I had not vered that there was a forebearance on credentials no longer gave me access this company, and found that they wer an untrustworthy and fraudulent the state of Minnesota, California, and This issue has had a variety of cluding financial loss. If there is legal tice would be appreciated. 06/12/2024 1:50:17 PM
Comments: Complaint disposition provided?: Complaint Disposition: Data Reference: Created By:	payments, and that I needed to confirm signed up for. At this point, I started to my aidvantage account which I had no my FSA account. Finally, I started to d registered on the BBB website, but the company. They had been involved in a potentially others, but were somehow repercussions for me, and has caused action that can be pursued, any form of	h that I had truly signed u do some digging. I disco- bit authorized, and that my o some deep digging into e fine print listed them as a variety of legal cases in still open and operating. T d a variety of problems, in- of reimbursement and just Load Date: Created Date:	p for a seperate program that I had not vered that there was a forebearance on credentials no longer gave me access this company, and found that they were an untrustworthy and fraudulent the state of Minnesota, California, and This issue has had a variety of cluding financial loss. If there is legal tice would be appreciated. 06/12/2024 1:50:17 PM
Comments: Complaint disposition provided?: Complaint Disposition: Data Reference: Created By: Updated By: Complaint	payments, and that I needed to confirm signed up for. At this point, I started to my aidvantage account which I had no my FSA account. Finally, I started to d registered on the BBB website, but the company. They had been involved in a potentially others, but were somehow repercussions for me, and has caused action that can be pursued, any form of FTCCIS-FTCUSER	n that I had truly signed u do some digging. I discor- ot authorized, and that my o some deep digging into e fine print listed them as a variety of legal cases in still open and operating. T I a variety of problems, into of reimbursement and just Load Date: Created Date: Updated Date: Product Service	p for a seperate program that I had not vered that there was a forebearance on credentials no longer gave me access this company, and found that they were an untrustworthy and fraudulent the state of Minnesota, California, and This issue has had a variety of cluding financial loss. If there is legal tice would be appreciated. 06/12/2024 1:50:17 PM 06/12/2024 1:50:17 PM

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Carson Attachment H, Page 49 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 118 of 220 Page 19 Page 116 of 407

Complaint	06/12/2024	Transaction	
Date:	00/12/2024	Date:	
Initial Contact:	Email: info@usastudentdebtrelief.com	Initial	
		Response:	
Statute/Rule:	FTC Act Sec 5 (BCP) Restore Online Shoppers' Confidence Act	Law Violation:	Deception/Misrepresentation I never agreed to recurring charges
Topic:		Dispute with Credit Bureau?:	
Dispute with Credit Bureau - Responded?:		Dispute with Credit Bureau - Resolved to Satisfaction?:	
Member of armed forces or dependent?:	No	Cross Border Complaint?:	No
	Consumer	Information	
Consumer Small Business or Organization:			
First Name:	Samuel	Last Name:	
Address 1:		Address 2:	
City:		State:	Missouri
Zip:		Country:	
County:		Federal Judicial District:	
Home Number:	-	Cell Number:	
Work Number:		Ext:	
Fax Number:	S	Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
	Sul	oject	
Subject:	USA student debt relief	Normalized Name:	Student Loans
Address 1:	1412 Pine Bay Drive	Address 2:	
City:	Sarasota	State/Prov:	Florida
ZIP:	34231	Country:	UNITED STATES
County:	Sarasota	Federal Judicial District:	Florida - Middle
Email:	info@usastudentdebtrelief.com	URL:	www.usastudentdebtrelief.com
Phone Number:	941-4799401	Ext:	

https://www.consumersentinel.gov/Search/PrintDetails?src_redacted

63/64

Carson Attachment H, Page 50 of 51

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 119 of 220 Page 19920 Page 117 of 407

7/1/24, 11 06 PM	Printer Friendly Record Details		
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Representative:	Andrew Costa	Title:	

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 120 of 220 Page 128 Page 118 of 407

OFFICIAL TRANSCRIPT PROCEEDING

FEDERAL TRADE COMMISSION

- MATTER NO. 2423000
- TITLE USA STUDENT DEBT RELIEF
- DATE RECORDED: APRIL 5, 2024 TRANSCRIBED: APRIL 22, 2024 REVISED: JUNE 24, 2024
- PAGES 1 THROUGH 43

KELLY MALONE UNDERCOVER CALL 04.05.2024

Carson Attachment I, Page 1 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 121 of 220 Page 129 Page 119 of 407

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Carson Attachment I, Page 2 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 122 of 220 Page 120 923 Page 120 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 1 FEDERAL TRADE COMMISSION 2 3 In the Matter of:) USA Student Debt Relief) Matter No. 2423000 4 5) 6 -----) 7 April 5, 2024 8 9 10 The following transcript was produced from a 11 12 digital file provided to For The Record, Inc. on April 9 [, 2024. 13 14 15 16 17 18 19 20 21 22 23 24 25

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Carson Attachment I, Page 3 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 123 of 220 Page 121 of 407 Page 121 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 PROCEEDINGS 1 2 KELLY MALONE UNDERCOVER CALL 04.05.2024 3 4 CHRIS CARSON: My name is Chris Carson and I 5 am an investigator with the Federal Trade Commission 6 in Chicago, Illinois. The date is April 5th, 2024, 7 and the time is approximately 12:05 p.m. Eastern 8 I'm going to be calling USA Student Standard Time. 9 Debt Relief. Their phone number is (941) 479-9401. 10 11 (On-hold music.) 12 BRIGITTE SANCHEZ: USA Student Debt Relief. 13 My name is Bridget. How may I help you? 14 CHRIS CARSON: Hi. Did you say your name is 15 Bridget? 16 BRIGITTE SANCHEZ: Yes. 17 CHRIS CARSON: Hi, Bridget. I am calling to get some information on student loan forgiveness. 18 I'm seeing all kinds of stuff about Biden's student 19 20 loan plans, and -- and want to make sure I'm not 21 missing out and just kind of getting the best deal 22 that I can. 23 BRIGITTE SANCHEZ: Of course. I can assist 24 you with that. So let me start from the beginning.

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We are USA Student Debt Relief, and what we do is

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Carson Attachment I, Page 4 of 43

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

collect from and submit your documents to the 1 2 Education Department to place you in one of their 3 forgiveness programs. The programs are based on two 4 things, that is family size and income. So what I'm 5 going to be doing is asking some standard questions. 6 We're going to take a look at your loans, and the 7 system will tell us what program you do qualify for. 8 Okay? 9 CHRIS CARSON: Okay. So you -- you said 10 that you would look at my family size and loan amount 11 to see what program I'm available for? 12 BRIGITTE SANCHEZ: Yes. We're going to see -- I'm going to ask you for the family size, the --13 your income --14 15 CHRIS CARSON: Okay. 16 BRIGITTE SANCHEZ: -- because the programs 17 are based on family size and income, and we're going 18 to see to check, we're going to check what is the 19 status and balance of the loan, and I will tell you 20 what you qualify for. Okay? 21 CHRIS CARSON: Okay. Okay. And then you 22 mentioned Department of Education. Are -- are you 23 all, like, approved or authorized to work with the 24 Department of Education? Do you have an arrangement 25 with them?

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Carson Attachment I, Page 5 of 43

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

BRIGITTE SANCHEZ: 1 No, ma'am. We are a 2 company, and what we do, we act as the lawyer or an 3 accountant, so we do all your process for you and we 4 assure you your approval into the program. And what 5 we're going to do is basically the best result 6 possible that we can get for you. 7 CHRIS CARSON: Okay. Okay. Okav, sure. 8 BRIGITTE SANCHEZ: Okay. So, first, I have 9 to ask you, are you located in Virginia? 10 CHRIS CARSON: No, I am not. Oh, I see. 11 BRIGITTE SANCHEZ: Oh. 12 CHRIS CARSON: No, I live in Colorado. BRIGITTE SANCHEZ: Colorado, okay. Well, 13 ma'am, we are not authorized to work in Colorado or 14 Virginia. Do you have any other mailing address? 15 16 CHRIS CARSON: No --17 BRIGITTE SANCHEZ: From other states? CHRIS CARSON: 18 -- no. So you're not 19 authorized to work in Virginia or Colorado. Why is 20 that? 21 BRIGITTE SANCHEZ: Because we don't have the 22 -- I'm sorry, I forgot the name, like the information, like the license -- I'm sorry, the license to work 23 24 there. 25 CHRIS CARSON: Oh, okay. So -- so if I had

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Carson Attachment I, Page 6 of 43

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Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

a different mailing address, then you could help me? 1 2 BRIGITTE SANCHEZ: Correct, like in Texas or 3 something like that, like a -- let me see, like 4 Florida, like West Virginia, that works, too. The 5 thing is we don't -- we cannot work in Colorado, 6 Virginia, and New York, like some of those -- some of 7 those states. But if you have an -- another address 8 that is from Texas, maybe Georgia, Florida, what other, let's see, Utah, like other states. So do you 9 10 have any other mailing address? 11 CHRIS CARSON: No, I don't, but like if one 12 of my kids lived in one of those states, would that 13 work, if I was calling --14 Yes, of course. BRIGITTE SANCHEZ: 15 CHRIS CARSON: -- for myself? 16 BRIGITTE SANCHEZ: We can list that one. Of 17 course, yeah, we can do it like that. 18 CHRIS CARSON: Okay. Okay. 19 BRIGITTE SANCHEZ: So what state -- state your kids live? 20 21 I have a -- a child that CHRIS CARSON: 22 lives in Texas. 23 BRIGITTE SANCHEZ: Okay, that -- that mailing address will work. Okay, so we're going to 24 25 check the mailing address in a minute, so if you have

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Carson Attachment I, Page 7 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 127 of 220 Page 0928 Page 125 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 that mailing address, yeah, I'm going to get you to 1 2 see what you qualify for and everything, okay? 3 CHRIS CARSON: Okay. 4 BRIGITTE SANCHEZ: So, ma'am, what is your 5 full name? 6 CHRIS CARSON: My first name is Kelly, K E L 7 LY. 8 BRIGITTE SANCHEZ: Yes. 9 CHRIS CARSON: And my last name is Malone, M 10 ALONE. 11 BRIGITTE SANCHEZ: Okay. All right. So 12 what is your email address? CHRIS CARSON: My email address is 13 happypetdoc, all together, no spaces or underscores, 14 15 @outlook.com. 16 BRIGITTE SANCHEZ: Okay. So you say happypetdoc@outlook.com? 17 18 CHRIS CARSON: Correct. Yeah, НАРРУРЕ 19 T D O C. I'm veterinarian, so... 20 BRIGITTE SANCHEZ: Okay. That's -- that's 21 beautiful work. 22 CHRIS CARSON: Thanks. 23 BRIGITTE SANCHEZ: Okay. So, ma'am, are you currently going to school? 24 25 CHRIS CARSON: No. I am done.

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Carson Attachment I, Page 8 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 128 of 220 Page 126 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 BRIGITTE SANCHEZ: Okay. Are you facing any 2 chapter of bankruptcy? 3 CHRIS CARSON: No. 4 BRIGITTE SANCHEZ: Okay. And do you recall 5 approximately how much you owe on the student loans? 6 CHRIS CARSON: I owe about 85,000. 7 BRIGITTE SANCHEZ: Okav. What is your 8 marital status right now? Are you single or married? 9 CHRIS CARSON: Single. I'm divorced. 10 BRIGITTE SANCHEZ: Okay. Sorry to hear it. 11 CHRIS CARSON: Oh, it's actually probably 12 for the best. 13 BRIGITTE SANCHEZ: Okay. Okay. So it's --What is the size of your family, including 14 okay. 15 yourself? 16 CHRIS CARSON: I mean, just myself. I mean, 17 yeah. 18 BRIGITTE SANCHEZ: Okay. And did you help 19 someone of your family financially, like one of your 20 children or your mom or something like that? 21 CHRIS CARSON: Do I help them financially? 22 What do you mean? 23 BRIGITTE SANCHEZ: Yes. Maybe you help them to pay a bill or with a little bit of money monthly or 24 25 it doesn't have to be every month, but do you help

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Carson Attachment I, Page 9 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 129 of 220 Page 127 of 407 Page 127 of 407

10 Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 1 someone else? 2 CHRIS CARSON: I mean, sure. I help my 3 kids, absolutely. 4 BRIGITTE SANCHEZ: Okay. So we can add him 5 to your family size because you are spending a little 6 bit of your money on it. So how many children do you 7 help? 8 Well, both of them, two. CHRIS CARSON: 9 BRIGITTE SANCHEZ: Oh, okay --10 CHRIS CARSON: And even --11 BRIGITTE SANCHEZ: -- so the family size --CHRIS CARSON: -- I mean, they don't live 12 with me, and I don't claim them on my taxes. I can 13 still -- that still works? 14 15 BRIGITTE SANCHEZ: Yes. That will still 16 work because, like, you help them. It doesn't have to 17 be all your money, but you help them financially 18 sometimes, so that is -- counts for you. So, yeah. CHRIS CARSON: Oh, wonderful. 19 20 BRIGITTE SANCHEZ: And you -- yeah, it's So the family size, it will be three. 21 good. Okay? 22 CHRIS CARSON: Okay. 23 BRIGITTE SANCHEZ: So the next question, do you happen to work for the public sector, city, state 24 25 or the public nonprofit organization?

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Carson Attachment I, Page 10 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 130 of 220 Page 128 of 409 Page 128 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 1 CHRIS CARSON: No, I work in the private 2 sector. 3 BRIGITTE SANCHEZ: And how much is Okay. 4 your gross monthly income or your yearly before taxes 5 or deductions? 6 About 70,000. CHRIS CARSON: 7 BRIGITTE SANCHEZ: Okay. And the last 8 question, what is your date of birth? 9 CHRIS CARSON: What is my what? I'm sorry. BRIGITTE SANCHEZ: Date of birth. 10 11 CHRIS CARSON: Oh, date of birth is March 12 18th, 1974. 13 BRIGITTE SANCHEZ: Okay. Okay. So, now, 14 we're going to check the status and balance into the 15 database of the Education Department. Allow me just 16 one moment. 17 Also, I'm so sorry but the system today seems a little bit slow, so I'm sorry that it take a 18 little bit of time. 19 20 CHRIS CARSON: No worries. I have those days myself. 21 22 BRIGITTE SANCHEZ: Yeah, it's kind of 23 annoying. 24 CHRIS CARSON: Yes. We get so used to 25 technology, don't we?

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Carson Attachment I, Page 11 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 131 of 220 Page 129 932 Page 129 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 BRIGITTE SANCHEZ: Yeah. Okay, so I can see 2 that your phone number and email are not linked to 3 your student loans. Do you recall another email when 4 you went to school or that you used before? 5 CHRIS CARSON: Are -- are you talking linked 6 to my student loans like my -- my account where I make 7 my payments? 8 BRIGITTE SANCHEZ: No. That one is like 9 your banking system or lender. But this is for the database of the Education Department. 10 So it could be 11 like the FSA, the Federal Student Aid, that one. 12 CHRIS CARSON: Oh, oh. BRIGITTE SANCHEZ: 13 So --Okay. Yes, I -- I do have a 14 CHRIS CARSON: 15 different email address for that, I mean, when I set 16 it up, but I'm -- I'm at work and I don't know that I 17 want to share that right now. Can -- is -- can you 18 help me without accessing my account, or -- and just 19 give me some information? 20 Well, we need the access. BRIGITTE SANCHEZ: 21 So -- okay. We need the access because without this, 22 we cannot see what is the status right now. Some 23 people are in default; some people are into a program 24 already, so we need to see if you're already into a 25 program or anything that is happening with your loan

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Carson Attachment I, Page 12 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 132 of 220 Page 130 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 so I can tell you and I can place that information 1 2 into the system. 3 But in -- just basically that is how we 4 work. 5 CHRIS CARSON: Okay. Can -- can you kind of 6 explain to me what -- what programs might be available 7 or what you all can do for me without accessing that? 8 I mean, I can tell you I owe about 85,000, and I pay 9 about 300 a month or so. 10 BRIGITTE SANCHEZ: Okay. All right. So --11 okay, I'm going to do a (inaudible) calculation. 12 CHRIS CARSON: Okay. BRIGITTE SANCHEZ: But even though -- it's 13 going to be approximately because we don't have the 14 access, and if you want to continue with the 15 16 application, we're going to need the access to that 17 account --18 CHRIS CARSON: Okay. 19 BRIGITTE SANCHEZ: -- because sometimes we 20 consolidate the loans there, but I'm going to give 21 you, like, an approximate, like how much it will be. 22 Okay? 23 CHRIS CARSON: Okay. And -- well, and you 24 mentioned consolidation. What's that? 25 BRIGITTE SANCHEZ: Consolidation is when you

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Carson Attachment I, Page 13 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 133 of 220 Page 131 of 407 Page 131 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 have more than two or three loans, like in loans then 1 2 -- like you were a -- take loans, you can have 10, 11. 3 Some people have a lot of loans. 4 CHRIS CARSON: Yeah, I have six. 5 BRIGITTE SANCHEZ: So consolidation is --6 So that means that you don't have to -- you're okav. 7 going to -- you're not going to have six loans; you're 8 going to have just two or -- one or two. So, yeah, 9 all those loans are into just one loan. That is 10 better for you. That is a new form that the 11 Department of Education allows to consolidate the 12 loans. 13 CHRIS CARSON: Okay. 14 So basically, yeah --BRIGITTE SANCHEZ: 15 CHRIS CARSON: And it's better? 16 BRIGITTE SANCHEZ: -- is that -- yeah, it's 17 sometimes like you're going to take a -- a loan for a 18 house or for a car, then the system says that you 19 don't have, like, they don't -- they see you like you 20 just have two student loans and you don't have, like, 21 So this is better for people that want six or seven. 22 to take a -- more loans or credit, so that is good for 23 them. 24 And it will --25 CHRIS CARSON: Is it -- I'm sorry, go ahead.

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Carson Attachment I, Page 14 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 134 of 220 Page 132 of 407 Page 132 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 1 BRIGITTE SANCHEZ: -- I'm so sorry. What 2 was your question? 3 CHRIS CARSON: No, I -- I apologize. Please 4 continue. I'm so sorry. I didn't mean to cut you 5 off. Oh, no worries. 6 BRIGITTE SANCHEZ: 7 CHRIS CARSON: So it's better for my credit, but is it -- I mean, are there downsides to 8 9 consolidating? 10 BRIGITTE SANCHEZ: I'm so sorry. I don't 11 understand your question. 12 CHRIS CARSON: Are there, like -- are there times when it wouldn't be beneficial to -- to -- to 13 14 consolidate? 15 BRIGITTE SANCHEZ: Well, no, because the consolidation is just -- you're going to have the same 16 17 amount of the loan, but you're just going to have less 18 It's not something that is -- could be bad for loans. 19 it that I -- I'm -- that I'm aware, no. There is not 20 any, like -- I don't know if there is another, like, 21 bad benefit for it, but I don't think so because it's 22 just going to put all your loans into two or one, but 23 you still have the -- the loans, so... 24 CHRIS CARSON: Okay. Okay. So it -- it's -25 - so it's more just so for my credit it shows that I

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Carson Attachment I, Page 15 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 135 of 220 Page 133 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 1 have one or two versus the six that I have right now. 2 It's -- yeah, but it's BRIGITTE SANCHEZ: 3 more like for -- for your -- like when you want to 4 take a credit or something like that --5 CHRIS CARSON: Okay. 6 BRIGITTE SANCHEZ: -- they -- they show you 7 that you're not, like, as dangerous because you have 8 more loans, you have less but it will be the same 9 amount. And that is -- that is the information that I 10 have and that I am aware, so yeah. 11 CHRIS CARSON: Okay, okay. And if -- if for 12 some reason I don't even know why I would want -- not because it sounds like it would be much better, 13 because I don't think mine are consolidated now. If I 14 15 -- if for whatever reason, though, I decided not to do that, can you all still help me, or is that -- you 16 17 consolidate regardless? 18 Well, yes, of course. BRIGITTE SANCHEZ: We 19 don't have to consolidate the loans. 20 CHRIS CARSON: Okay. 21 BRIGITTE SANCHEZ: We do it because it's a 22 good thing for the -- for the -- for the -- for the 23 clients, we'll say it like that, and we do it because 24 of that. 25 CHRIS CARSON: Okay.

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Carson Attachment I, Page 16 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 136 of 220 Page 134 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

BRIGITTE SANCHEZ: And, also, there is a 1 2 benefit, but it just apply for people when if they 3 already consolidate the loan. So you -- it's going to 4 be consider for that benefit if you consolidate your 5 loans, unless you're worried about the Department of 6 Education saying like that, so, yeah. Sometimes it's 7 better for you to consolidate if you apply for that 8 benefit. 9 CHRIS CARSON: What benefit is that? 10 BRIGITTE SANCHEZ: That is a benefit that is 11 called state IDR adjustment. Basically, the benefit 12 is for like -- let me see. All right. So for how many time you have these student loans? Since when 13 you took the first one? 14 15 Oh, when I took --CHRIS CARSON: 16 BRIGITTE SANCHEZ: Do you remember that? 17 -- yes, about 2015. CHRIS CARSON: 18 BRIGITTE SANCHEZ: Okay, 2015. And -- okay. 19 So actually, the programs are from -- sometimes a long 20 time, so the programs are for 240 months, but if 21 they're going to come over this date, the years that 22 you're making payments, and they're going to reduce 23 those years to the term of your program. That is the 24 IDR adjustment that you can be less time into the 25 program and be forgiven for less time.

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Carson Attachment I, Page 17 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 137 of 220 Page 135 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 CHRIS CARSON: Okay. So, like, I've been 2 paying since when I graduated in 2019. So I've been 3 paying since then. 4 BRIGITTE SANCHEZ: Okay. So there 5 approximately are four years, so, yes, you could have, 6 like, four years reduced to the term of your program. 7 CHRIS CARSON: If I consolidate? 8 BRIGITTE SANCHEZ: Yes. The Department of 9 Education states for you to be eligible for it, you 10 have to consolidate your loans. 11 CHRIS CARSON: Okay. 12 BRIGITTE SANCHEZ: And, also, being into a 13 program, so into -- it could be -- the programs are called IDR programs. So there are different type of 14 15 programs, but you have to be one of the IDR, like an 16 income-contingent, a Save program that is like the best program that is right now, and like that. 17 18 CHRIS CARSON: And you said IDR and Save. 19 What's --20 BRIGITTE SANCHEZ: Yes. CHRIS CARSON: -- what's the IDR? 21 22 BRIGITTE SANCHEZ: That's --What's that stand for? 23 CHRIS CARSON: I'm It's all so confusing. It's overwhelming at 24 sorry. 25 times.

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Carson Attachment I, Page 18 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 138 of 220 Page 136 of 407 Page 136 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

BRIGITTE SANCHEZ: I understand you, yeah. 1 2 It's like a lot of concepts, but the IDR is just a 3 program, like it's (inaudible) like that, the IDR, 4 when you are already into a program, they called it 5 That's it. IDR. So yeah. 6 CHRIS CARSON: Okav. 7 BRIGITTE SANCHEZ: Allow me just one second. I'm -- I'm here to like finish the -- your --8 9 calculating how much you will be paying towards your 10 lender or what program would you qualify for right 11 now. 12 CHRIS CARSON: Okay, great. 13 BRIGITTE SANCHEZ: So I need to ask you, ma'am, did you take -- these loans are for you to go 14 to school, right? You use it for you? 15 16 CHRIS CARSON: Yes. 17 BRIGITTE SANCHEZ: Or you take it for one of those -- for your son or something like that? 18 19 CHRIS CARSON: No, they're -- they're all 20 mine, unfortunately. 21 BRIGITTE SANCHEZ: All your, okay. I -- I 22 wouldn't say unfortunately because that is good for 23 you. 24 CHRIS CARSON: Oh, okay. 25 BRIGITTE SANCHEZ: Yes, because a part

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Carson Attachment I, Page 19 of 43

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 (inaudible) those loans, those are loans that just you 1 2 could be just one -- in one program, like you don't 3 qualify for any other program, just for one. But if 4 you don't have one of those loans, that is the loans 5 that they took for your daughter or son, it's better 6 So for that is not unfortunately. for vou. It's 7 better for you because you could be -- for where --8 and good programs. 9 CHRIS CARSON: Okay, great. Okay. 10 BRIGITTE SANCHEZ: Yes. So allow me just one more second. I'm calculating here something. 11 12 Ma'am, I have to ask have you helped someone else of 13 your family financially? 14 CHRIS CARSON: No, just my two kids that I 15 had mentioned. 16 BRIGITTE SANCHEZ: Okay. Okay. Allow me just a few minutes. I'm trying to calculate something 17 18 here. 19 Do you have any other questions for now? 20 CHRIS CARSON: Well, I quess, yeah, just 21 what -- you know, what you can do. So, like, how --22 how does your program work, then? 23 BRIGITTE SANCHEZ: Well, ma'am, the -- that is not a program for our company, are federal 24 25 programs. And what we do is help you to get enrolled

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Carson Attachment I, Page 20 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 140 of 220 Page 138 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

in it. 1 2 CHRIS CARSON: Okay. 3 BRIGITTE SANCHEZ: So we -- what we assure 4 you is the approval into the -- into the program that 5 I'm going to tell you in a few minutes, and we keep 6 you in good standing and into that program. So 7 basically that's what we do. What we do is like a --8 the best results possible that you can get on your 9 forgiveness application. 10 CHRIS CARSON: Okay, okay, because I know, 11 yeah, I'm seeing, you know, all this stuff about 12 forgiveness and people getting, you know, tens of thousands of dollars done away with. So -- so that's 13 14 great, definitely. 15 BRIGITTE SANCHEZ: Of course. Those --16 these programs are a really good option for people 17 that sometimes -- okay, I'm sorry -- someone said 18 something -- yeah, people sometimes doesn't have a lot 19 of money to pay, so it is really good help for them 20 and also people that have a lot of loans, and they 21 will pay an amount, but they're going to still get 22 having forgiveness. So that is good for every --23 people that qualify for it. 24

24 CHRIS CARSON: Yes, absolutely, absolutely.
25 BRIGITTE SANCHEZ: Okay. So I'm calculating

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Carson Attachment I, Page 21 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 141 of 220 Page 139 of 407 Page 139 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 1 something right now, so I'm so sorry. 2 CHRIS CARSON: No. My goodness, that's 3 So do you all charge a fee, then, or is -fine. 4 you're just -- help kind of facilitate the process 5 with the Department of Education? We do charge a fee 6 BRIGITTE SANCHEZ: 7 because what we do is keep you into the program for 8 the term of the program and assure you the best 9 But I'm going to tell you what program you process. 10 do qualify for and how will they work for you. Okay? 11 CHRIS CARSON: Okay, okay. 12 BRIGITTE SANCHEZ: Okay. So give me just... Is it okay for you if I put you in a brief 13 hold, just two or three minutes and I come back to you 14 15 with all the information? 16 CHRIS CARSON: Sure. That'd be great, 17 Bridget. Thank you so much. 18 BRIGITTE SANCHEZ: Okay. Give me just a few 19 seconds. 20 (Brief pause with on-hold music.) 21 BRIGITTE SANCHEZ: All right, ma'am, I'm 22 back. Can you hear me? 23 CHRIS CARSON: Oh, yes, I can. Thank you so 24 much. 25 BRIGITTE SANCHEZ: Okay. So -- okay, I'm

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Carson Attachment I, Page 22 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 142 of 220 Page 140 of 407 Page 140 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 going to tell you what do you qualify for and how it 1 2 will work. 3 CHRIS CARSON: Okay. 4 BRIGITTE SANCHEZ: So you qualify for a 5 program that is called SAVE, S A V E. Before this 6 program, it was called REPAYE as You Earn, but -- but 7 a Biden reform, he now -- the President changed the 8 name and people that before they're not eligible for 9 it, now they can have access to this program. 10 CHRIS CARSON: Okay. 11 BRIGITTE SANCHEZ: So the program works as 12 is follows. For the first five months that you're going to be enrolling into these programs, you're 13 14 going to make payments of \$120. This is to consolidate, enroll, and submit your application. And 15 16 after that, then beginning on your sixth month, all 17 your payments will drop. 18 The first -- towards your lender, it will be \$21, and as a monitoring fee, \$19. 19 This is to 20 recertify the program every year and keep you in a 21 good standing. This is for the term of the program. 22 That is 240 months. 23 So we're going to do some math to confirm 24 how much forgiveness you will receive on your student 25 loan, okay?

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Carson Attachment I, Page 23 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 143 of 220 Page 141 of 407 Page 141 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 CHRIS CARSON: Okay. So, wait, let me --2 let me just clarify. I just want to make sure I heard 3 you correctly. So it's the "safe" program --4 BRIGITTE SANCHEZ: SAVE. 5 CHRIS CARSON: -- SAVE, S A V E? 6 BRIGITTE SANCHEZ: S A V, correct. 7 CHRIS CARSON: Okay. And, so, I make five 8 payments of \$120, and that's to consolidate my loans? 9 BRIGITTE SANCHEZ: Yeah, consolidate, enroll, and submit the application. 10 11 CHRIS CARSON: Okay, so to consolidate, 12 enroll, and complete the application. Okay, and then on the sixth month -- and that's where I got confused. 13 So I pay \$21 to the lender --14 15 BRIGITTE SANCHEZ: Towards your lender, yeah, towards your banking system, and as a monitoring 16 17 fee, \$19. This is to recertify the program every year 18 and keep you in a good standing for the term of the 19 program that is 240 months. 20 CHRIS CARSON: So I pay five payments of \$120 and then my payments are 21 and 19, that's \$40, 21 22 or I just pay --23 BRIGITTE SANCHEZ: Yes, correct. 24 CHRIS CARSON: -- \$21 a month and \$19 one 25 time?

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Carson Attachment I, Page 24 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 144 of 220 Page 142 of 407 Page 142 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 BRIGITTE SANCHEZ: 1 No. Every month will be 2 \$19 and the 25 -- the 21, I'm sorry, 21. So, yeah, 3 the total pay that you will -- every month will be 4 \$40. 5 CHRIS CARSON: Okay. So --6 BRIGITTE SANCHEZ: From the beginning on 7 your sixth month. 8 CHRIS CARSON: Okay. So my -- my monthly 9 payment for my loans will only be \$21 then? BRIGITTE SANCHEZ: 10 Correct. 11 CHRIS CARSON: For 240 months, so 20 years? BRIGITTE SANCHEZ: 12 Correct. And there is -when they -- and your adjustment came, the benefit 13 14 that I just told -- that I told you before, so 15 basically, when you're -- when we already told them to 16 consolidate your loans and you're already into the 17 SAVE program, you're going to have -- you're going to 18 pay -- I'm sorry. You're going to have access to that 19 benefit that is the IDR adjustment, so they're going 20 to count all the years that you're making payments, 21 and they're going to reduce that to the term of your 22 So that means that you don't have to be 20 program. years; you could pay less time, and then you will be 23 24 forgiven. You're going to receive the discharge 25 letter.

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Carson Attachment I, Page 25 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 145 of 220 Page 143 of 407 Page 143 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 CHRIS CARSON: Oh, wow. So -- I mean, wow. 2 I didn't think I'd be eligible for that low of a payment because I'm paying over \$300 now. 3 So --4 BRIGITTE SANCHEZ: Yes. So --5 CHRIS CARSON: So --BRIGITTE SANCHEZ: -- I can tell you that's 6 7 what we do. We kind of assure you the best results 8 possible for you. 9 CHRIS CARSON: And, so, all these payments 10 then all go towards my loan, then? Does the 120 go 11 towards my loan amount, too? 12 BRIGITTE SANCHEZ: No. That is for your 13 enrolling fee. So we're going to do a consolidate, enroll, and submit the application. And a -- the 14 15 payment that will go to your lender will be the \$21. 16 CHRIS CARSON: Okay. And then what -- so will that \$21 ever go up? 17 18 BRIGITTE SANCHEZ: Every month. So when 19 you're already finished your program, you don't have 20 to make any other -- all those payments, like they --21 No, I'm sorry, like will --CHRIS CARSON: 22 BRIGITTE SANCHEZ: -- when you're --23 CHRIS CARSON: I'm sorry, go ahead. 24 BRIGITTE SANCHEZ: All right. When you 25 complete already the 20 years or a -- because for now,

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Carson Attachment I, Page 26 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 146 of 220 Page 144 of 407 Page 144 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1	I have to tell you that it's 20 years
2	CHRIS CARSON: Okay, that's fine.
3	BRIGITTE SANCHEZ: because
4	CHRIS CARSON: That's fine, sure.
5	BRIGITTE SANCHEZ: now your adjustment
6	does a it's already when you consolidate your loans
7	and you are into the program, so you're eligible for
8	it. The Department of Education review everything
9	very well, and then they give you like their the
10	time that you're going to be (inaudible) but they can
11	take time, so I cannot tell you that it's going to
12	happen now.
13	So I'm telling you what we can do for you
14	CHRIS CARSON: Sure.
15	BRIGITTE SANCHEZ: is consolidate,
16	enroll, and put you into the SAVE program that is an
17	excellent program, and monitor your loan so if maybe
18	the new president has benefits that he applied for
19	you, we're going to put you into that benefit, we're
20	going to, like that's what we do here, like we tell
21	you before the best results possible that you can have
22	in your forgiveness.
23	So I'm going to tell you how much
24	forgiveness you will receive with these payments,
25	okay?

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Carson Attachment I, Page 27 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 147 of 220 Page 145 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 CHRIS CARSON: Okay. 2 BRIGITTE SANCHEZ: So the calculate will be 3 like this: the \$19 plus the 21, that is 40, for the 4 term of your program, 240 months, plus the 600 5 enrollment fee. So the total amount that you will spend will be 10,200, and if we subtract that from the 6 7 85,000 that you owe right now, the forgiveness that you will receive will be \$74,800. So congratulations. 8 9 CHRIS CARSON: Oh, my goodness. So if -- so 10 my payments will drop from 300 to \$21, and that 11 payment will stay the same, \$21 a month, plus, I mean, 12 the 19 obviously. But the 21 --13 BRIGITTE SANCHEZ: Yeah. 14 CHRIS CARSON: -- to my loans for 20 years, 15 and then the balance is forgiven, all the -- like you said, \$74,800 is forgiven? 16 17 BRIGITTE SANCHEZ: Correct. And even if 18 some interest increase, that one is going to be 19 forgiven, too. 20 CHRIS CARSON: Wow. That's incredible. 21 BRIGITTE SANCHEZ: Yeah. Do you have any 22 questions for now? 23 CHRIS CARSON: Well, so I guess -- wow. 24 What are the next steps, then? 25 BRIGITTE SANCHEZ: The next step? So,

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Carson Attachment I, Page 28 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 148 of 220 Page 146 of 407 Page 146 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 first, like I tell you, if you want to continue, we're 2 going to need the access to your account, to the FSA 3 account --

4 CHRIS CARSON: Oh.

BRIGITTE SANCHEZ: -- because we got it that 5 6 we're going to consolidate the loans, and we're going 7 to track the process, too. So that is for you to 8 track your process, of course. So when we already 9 tell you we already consolidate your loans, you can 10 log in and see if it's already consolidated. And, 11 also, when you're already into the program, you're 12 going to see it into the -- into that database, but 13 we're going to need access.

So is it okay if I log in and see what is the information that you have there, like exactly amount of the loan and if you're already into a program because sometimes people is into a program that we cannot help them to out of that program and put in other, so for that -- that -- we need that.

20 CHRIS CARSON: Okay, okay. Well, let me --21 you mentioned an application. Do you send that to me? 22 Do -- how do I get that so that -- or what is the 23 application?

24 BRIGITTE SANCHEZ: No. Basically, we're 25 going to ask you for the proof of your income so we

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Carson Attachment I, Page 29 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 149 of 220 Page 147 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 can apply -- we can submit the application to the 1 2 Education Department and assure you the approval into 3 the SAVE program. 4 CHRIS CARSON: Oh, okay. 5 BRIGITTE SANCHEZ: We're going to do 6 everything for you. So --7 CHRIS CARSON: Okav. 8 BRIGITTE SANCHEZ: -- yeah, exactly what we 9 We apply for you and we owe you -- always a -do. 10 like keep you informed about it, like, ma'am, and we 11 already apply for the SAVE program. It's going to be 12 review and they get you in the program. It takes like 60 to 90 days to get approval. And when you're 13 already approved into that program, we send you 14 15 another email regarding that you've already been approval and everything like that. 16 It works like 17 We keep you informed about your progress. that. 18 CHRIS CARSON: Oh, okay, so that's the 19 application you meant, the -- just the SAVE 20 application or whatever with the --BRIGITTE SANCHEZ: 21 Yes. 22 CHRIS CARSON: -- Department of Ed. Okay. 23 Okay. 24 BRIGITTE SANCHEZ: Yes. 25 CHRIS CARSON: So, then, you -- so you

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Carson Attachment I, Page 30 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 150 of 220 Page 148 of 407 Page 148 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 mentioned the payment, so do you all -- as soon as I 2 give you access to my -- to my FAFSA studentaid.gov 3 account, do you start working on all this, or do I 4 have to make those -- you mentioned like the 5 enrollment fee and the consolidation payment. Do I 6 have to pay that all in full first, or --7 BRIGITTE SANCHEZ: No. When you already 8 make the first payment, we start working, like you 9 make the first payment today or the next week, in that 10 moment, we start working, but for that, you have to 11 send the, like, the proof of the income as soon as you 12 can so we can have all the information to apply for 13 it. 14 CHRIS CARSON: Okay. So I guess then what's 15 the next step? I mean, how do I send you my proof of 16 income? 17 Okay, so I'm going to BRIGITTE SANCHEZ: explain to you how it works. We're going to generate 18 19 a document that is called the service agreement. In 20 this document, you're going to have all the

21 information there -- the name of the program, your 22 personal information for the application, and a 23 schedule for each payment.

And I can send that to your email. We sign the document, so you have also the -- the notice of

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Carson Attachment I, Page 31 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 151 of 220 Page 149 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 cancelling, your right for that, and everything. So 2 for that -- that document is like a -- the proof that 3 we're going to do for you, and we do that, and I send 4 you emails about the -- the proof of the income, how 5 you can send it to us, like the tax form, something 6 like that. So that's how it works.

7 So we need to access to the FSA site and see 8 the status and balance so I can tell you if we do --9 can do these programs, and then a -- we continue with 10 the application and I confirm all the information on 11 the application is correct and send you the service 12 agreements.

13 CHRIS CARSON: Okay. So you're going to
14 email me the service agreement so I can look that over
15 and then get that back to you?

16 BRIGITTE SANCHEZ: No. We -- that is done a -- the service agreement is for you to sign it so you 17 can have like a -- all the information there. 18 But when you already told me, yes, I want to continue with 19 20 this application, I send you the service agreement, we 21 sign it on the phone, and I send you all the other 22 documents that we're going to need. 23 CHRIS CARSON: What do you mean, I sign it

24 on the phone? How do I do -- what do you mean by 25 that?

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Carson Attachment I, Page 32 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 152 of 220 Page 150 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

BRIGITTE SANCHEZ: No, I send it to your email, and it is an electronic document, so you just have to, like, make your signature there, and send it and just press done, like finish all, and you're going to receive a copy of it when you already make it.

6 CHRIS CARSON: Oh, okay, but I can't get a 7 copy of it first to look at?

8 Well, I have to ask to my BRIGITTE SANCHEZ: 9 boss that one because we already -- we send the 10 service agreement. For that I'm telling you what the 11 document has. It says that we are a company and that 12 we'll help you to apply for the forgiveness into the SAVE program and everything. And -- but, yeah, you 13 can see it, but I'm not so sure if I can send it just 14 15 for you to see it if you don't want to continue with the application. So I have to ask to my boss that Is 16 17 that okay if I ask first?

18 CHRIS CARSON: Oh, yeah, that'd be great because I would like -- I mean, it sounds like a 19 20 contract, and I would just like to look at it. Ι mean, I'm old. I don't want to have to read it on my 21 22 phone and try to sign it. I'd like to look at it beforehand and -- and, you know, just -- I mean, what 23 24 you've explained sounds amazing, and, you know, I just 25 want to make sure that I'm getting the best deal. And

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Carson Attachment I, Page 33 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 153 of 220 Page 151 of 409 Page 151 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 1 it sounds like I am. 2 BRIGITTE SANCHEZ: Of course. So and allow 3 me just one moment. I know that I'm -- I know that 4 I'm -- I'm not allowed to send it, just because --5 like that, but I'm going to ask if I can do it or send 6 a copy of it to your -- like a PDF or something. 7 CHRIS CARSON: Oh, that would be great. 8 BRIGITTE SANCHEZ: And then -- so I'll be 9 just one second, okay? 10 CHRIS CARSON: Okay. Thank you. 11 (Brief pause.) 12 BRIGITTE SANCHEZ: All right, ma'am. Ι'm 13 back. Can you hear me? 14 CHRIS CARSON: Yes, I can, Bridget. Thank 15 you so much. 16 BRIGITTE SANCHEZ: It's my pleasure. So 17 I think that, yeah, we can send you a copy, like a 18 PDF --19 CHRIS CARSON: Okay. 20 BRIGITTE SANCHEZ: -- but I cannot send you 21 -- the system doesn't allow me to send a document 22 without a payment -- I'm sorry, a payment method, so 23 we can generate a copy, like a PDF, and send it to 24 So that's what I can do. you. 25 CHRIS CARSON: Oh.

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Carson Attachment I, Page 34 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 154 of 220 Page 152 of 409 955 Page 152 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 BRIGITTE SANCHEZ: So allow me just -- yeah, 2 she sent me this like that so I cannot do anything 3 like send you the -- the PDF without all the 4 information that we need and everything because that 5 wouldn't go to QC review that is like the quality, and 6 they will see that I didn't, like, do all the process, 7 how it has to be done so for that. But I -- we're 8 going to send you the PDF. 9 CHRIS CARSON: Oh, okay. I appreciate that. 10 BRIGITTE SANCHEZ: We can... 11 CHRIS CARSON: And you mentioned without a 12 payment method. So -- so, then, you take care of paying my lender? That's the \$21 a month, so I don't 13 have to pay -- make payments like I am right now? 14 Ι 15 don't make those payments any longer? 16 BRIGITTE SANCHEZ: Yeah, we can do that for you, too, but in charge of that is the processing 17 18 department, I think, because I don't do that. I just, 19 like, help the people getting enrolled, and we have a 20 processing department so they can, like, do all the 21 process for you that -- submit the application and 22 everything. 23 CHRIS CARSON: Okay, okay. 24 BRIGITTE SANCHEZ: So they take care of 25 those (inaudible).

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Carson Attachment I, Page 35 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 155 of 220 Page 153 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 CHRIS CARSON: So -- but I mean, that \$21-a-1 2 month payment that's going to my lender, I'm making 3 that to you all. 4 BRIGITTE SANCHEZ: Correct. 5 CHRIS CARSON: And that goes to my lender, 6 because that's what you're -- right? 7 BRIGITTE SANCHEZ: I have to confirm that, 8 I have to confirm that, too, because sometimes too. 9 we place like an auto-pay with your lender with the 10 21, and just -- just you pay for like your car with 11 the auto-pay, and that will be -- that is pretty 12 easier. 13 CHRIS CARSON: Oh. BRIGITTE SANCHEZ: And the -- yeah, I think 14 15 that we do that because I'm not sure if we send the 16 money today if you give it to us. I'm not so sure how 17 that works, so, yeah, I think that we do the -- the auto-pay direct to with the lenders. 18 19 CHRIS CARSON: Oh, okay, okay, perfect. 20 That's great. Okay. 21 BRIGITTE SANCHEZ: Okay. So to your email, 22 the happypetdoc@outlook.com. 23 CHRIS CARSON: Correct. 24 BRIGITTE SANCHEZ: I'm going to send you the 25 service agreement. Allow me just one moment.

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Carson Attachment I, Page 36 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 156 of 220 Page 154 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 1 CHRIS CARSON: Great. Thank you again so 2 much. 3 BRIGITTE SANCHEZ: No worries. My pleasure. 4 So... 5 And, also, I'm going to give you my direct 6 line in case that you want to continue with the 7 application or you have questions, you just have to 8 call me to my direct line. 9 CHRIS CARSON: Oh, wonderful because you've been so extremely helpful. I would love to get back 10 11 in contact with you. 12 BRIGITTE SANCHEZ: Okay, ma'am. So allow me 13 just one moment, and I will send you the service 14 agreement. 15 (Brief pause.) 16 CHRIS CARSON: Where are you located? 17 BRIGITTE SANCHEZ: We are located in 18 Sarasota, Florida. 19 CHRIS CARSON: Oh, I bet your weather's 20 lovely. 21 BRIGITTE SANCHEZ: Yeah. I'm sorry, give me 22 just -- I never sent the service agreement like that, 23 so give me just one moment, please. 24 CHRIS CARSON: Thank you. Again, I 25 appreciate it so much.

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Carson Attachment I, Page 37 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 157 of 220 Page 155 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 BRIGITTE SANCHEZ: 1 Okay, ma'am. It's my 2 pleasure. So -- okay. Okay, I'm almost done. 3 Okay. And, also, I'm going to put our 4 website there so you can check if you want to. 5 CHRIS CARSON: Oh, great. Thank you. Yeah, 6 I was just kind of Googling just student loan 7 forgiveness, I guess, and things like that. 8 BRIGITTE SANCHEZ: Yeah. Well, there is our 9 official website, so... 10 CHRIS CARSON: Wonderful. 11 BRIGITTE SANCHEZ: So I just sent it to you. 12 Can you receive it -- the email that say Service Agreement, USA Student Debt Relief. 13 14 CHRIS CARSON: Okay. 15 BRIGITTE SANCHEZ: Let me know if you receive it. I sent it from my company email, and it 16 is attached, it's a credit PDF. 17 18 Okay, let me see. CHRIS CARSON: BRIGITTE SANCHEZ: And it has the 19 20 information that we have for now. And in the payment 21 date, that is a -- not just -- you can choose the date 22 that you can make the payments, just the system have it like that from -- since today, but that is not 23 24 going to be the payment date if you want to continue 25 with the application. Okay?

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Carson Attachment I, Page 38 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 158 of 220 Page 156 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 CHRIS CARSON: Okay. Sorry, I'm just 2 waiting and --3 BRIGITTE SANCHEZ: Okay. 4 CHRIS CARSON: -- I'm checking my email. I don't see anything yet. 5 BRIGITTE SANCHEZ: 6 Okay. Could you check --7 okay, it's happypetdoc, as a doctor, @out -- sorry --8 CHRIS CARSON: I'm sorry. Is -- is your 9 last name Sanchez with two Zs? It looks like it went 10 to my spam. So I'm just going to move that. 11 BRIGITTE SANCHEZ: Yes, my name is Bridget 12 Sanchezz. 13 CHRIS CARSON: Okay. Perfect. Oh, great, 14 yes, I got this. Thank you. That way I can look it over and -- and -- wonderful. 15 16 BRIGITTE SANCHEZ: Okay. So do you have a place to write down my direct line so I can give it to 17 18 you? 19 CHRIS CARSON: Yes, please. And I got the 20 email, too, so I think I've qot -- but, yes, please, 21 give me your direct number. 22 BRIGITTE SANCHEZ: Yeah, you can -- okay. So it's (941). 23 24 CHRIS CARSON: Okay. 25 BRIGITTE SANCHEZ: 479.

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Carson Attachment I, Page 39 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 159 of 220 Page 10960 Page 157 of 407

Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 1 CHRIS CARSON: Okay. 2 9409. BRIGITTE SANCHEZ: 3 CHRIS CARSON: And do you have an extension, 4 or that's just your direct number? 5 BRIGITTE SANCHEZ: No, it's our -- yeah, 6 it's direct. In the -- in my signature of the email 7 is -- it say direct. That one is -- is the same one 8 number. 9 CHRIS CARSON: Oh, okay. Okay. Perfect. 10 Okay. 11 BRIGITTE SANCHEZ: Okay. So do you have any 12 questions so far, ma'am? CHRIS CARSON: I think -- so I'm looking at 13 this, and it just says the fee, and I'm just wondering 14 -- I know on Ed's site, it says you're not supposed to 15 16 pay third parties to help with this stuff, so, I mean, what you guys are doing, it's above board, right? 17 Ι 18 don't --19 I'm sorry, ma'am? BRIGITTE SANCHEZ: 20 CHRIS CARSON: So, like, on the Department of Ed site, it says that you're not supposed to pay 21 22 third parties, and I just want to make sure -- I mean, 23 that's not what we're doing, right? I mean, this is 24 all above board? 25 BRIGITTE SANCHEZ: Oh, no, ma'am. We are a

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Carson Attachment I, Page 40 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 160 of 220 Page 158 of 407

Kelly Malone undercover call 04.05.2024USA Student Debt Relief4/5/2024

1 third party company. 2 CHRIS CARSON: Okay, okay. 3 BRIGITTE SANCHEZ: Yes. For just like I 4 tell you, we act as a lawyer or an accountant for you. 5 That is not like the IRS, but they help to make your 6 taxes, something like that, so we can assure you the 7 best -- like the best -- like I tell you before, the 8 best results possible, but a -- like, we are not the Education Department, we don't work with them. 9 10 What we do is we're a -- like a -- we 11 work -- we send all your application for -- to them 12 and they approve you, but we are not them, so it's like that. 13 Okay? 14 CHRIS CARSON: Okay. Okay. No, I 15 appreciate it. 16 BRIGITTE SANCHEZ: So -- and -- yes, ma'am. So if you have any questions, just call me back or 17 18 send me an email so I can call you to help you with 19 something, and, yeah, we'll be -- that will be it for 20 -- for now. 21 CHRIS CARSON: Okay. I appreciate all of 22 your time, Bridget. Thank you so much. 23 BRIGITTE SANCHEZ: Okay, ma'am. It's really my pleasure, and I'm going to be here for you. 24 And, 25 also, today we finish at 8:00 p.m. Eastern Time, and

> For The Record, Inc. (301) 870-8025 - www.ftrinc.net - (800) 921-5555

Carson Attachment I, Page 41 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 161 of 220 Page 159 of 407

42 Kelly Malone undercover call 04.05.2024 USA Student Debt Relief 4/5/2024 every day, we work Monday to Friday, 10:00 -- 10:00 1 2 a.m. to 8:00 p.m. Eastern Time. Okay? 3 CHRIS CARSON: Okay, 10:00 to 8:00 Eastern 4 Time. Great. Thank you so very much. 5 BRIGITTE SANCHEZ: You're welcome. Have an 6 excellent day, ma'am. 7 CHRIS CARSON: Thank you. You, too. Take 8 Bye-bye. care. 9 BRIGITTE SANCHEZ: Bye-bye. You, too, 10 ma'am. Bye-bye. (The call was concluded.) 11 12 CHRIS CARSON: The time is approximately 12:55 p.m. Eastern Standard Time, and that concludes 13 my call to USA Student Debt Relief. 14 15 (The recording was concluded.) 16 17 18 19 20 21 22 23 24 25

> For The Record, Inc. (301) 870-8025 - www.ftrinc.net - (800) 921-5555

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 162 of 220 Page 160 of 407

43

Kelly Malone undercover call 04.05.2024	
USA Student Debt Relief	4/5/2024

-	
1	CERTIFICATE OF TRANSCRIPTIONIST
2	
3	
4	I, Sara J. Vance, do hereby certify that the
5	foregoing proceedings and/or conversations were
6	transcribed by me via CD, videotape, audiotape or
7	digital recording, and reduced to typewriting under my
8	supervision; that I had no role in the recording of
9	this material; and that it has been transcribed to the
10	best of my ability given the quality and clarity of
11	the recording media.
12	I further certify that I am neither counsel
13	for, related to, nor employed by any of the parties to
14	the action in which these proceedings were
15	transcribed; and further, that I am not a relative or
16	employee of any attorney or counsel employed by the
17	parties hereto, nor financially or otherwise
18	interested in the outcome of the action.
19	1
20	DATE: 4/24/2024 Sara J. Vance
21	DATE: 4/24/2024
22	SARA J. VANCE, CERT
23	
24	
25	

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Carson Attachment I, Page 43 of 43

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 163 of 220 Page 161 of 407 Page 161 of 407

From:	Kelly Malone
То:	Carson, Christine
Subject:	Fw: SERVICE AGREEMENT - USA STUDENT DEBT RELIEF
Date:	Friday, April 5, 2024 12:57:49 PM
Attachments:	image.png
	USA Student Debt Form - Kelly Malone.pdf

You don't often get email from happypetdoc@outlook.com. Learn why this is important

From: Brigitte Sanchezz <brigitte.s@usastudentdebtrelief.com>
Sent: Friday, April 5, 2024 12:49 PM
To: happypetdoc@outlook.com <happypetdoc@outlook.com>
Subject: SERVICE AGREEMENT - USA STUDENT DEBT RELIEF

Greetings, Mrs. Malone My name is Brigitte Sanchez your case manager at USA Student Debt Relief. We hope this message finds you well. Our webside: <u>www.usastudentdebtrelief.com</u> This is the service agreement. To continue with your application call me back. --



Brigitte Sanchez

Case Manager Phone: (877) 871-6116 Ext.121 Direct: (941) 479-9409 Email: brigitte.s@usastudentdebtrelief.com www.usastudentdebtrelief.com

PLEASE COMPLETE THE FOLLOWING FORMS AND RETURN THEM TO USA STUDENT DEBT RELIEF IMMEDIATELY



Toll Free Phone (877) 871- 6116 Mailing Address: USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL 34231

• 1412 Pine Bay Drive • Sarasota, FL, 34231 • (877)-871-6116 •

Toll Free Phone

Carson Attachment J, Page 2 of 11

CREDIT CARD TRANSACTION FORM

SERVICE AGREEMENT CLIENT VERIFICATION



SECTIONA: BORROWERINFOR MATION						
Borrower's Name (First	and Last Name)					
Kelly Malone						
Social Security Number	Cell Number	DOB (mm/dd/yyyy)	Present Address	s (street, city, stat	e, ZIP	
		03/18/1974	,			
Gross Annual Income		USA Student Debt Relief File	Number	Tax Filing	Status	
\$70,000.00		E171709		Head	of Household	
		SECTION B: SERVICE LOAN	N QUALIFICATION			
Program Type	Current or Past Due	Approx Weighted I	nterest Rate	Approx N	Ionthly Payment	Approx/Verified Balance
Repay As You Earn	Current	6.62		\$20.	21	\$NaN
		SECTION C	COST FOR SER	VICE		
Total Consolidat	ted Balance:	85000.0000	Program En	rollment:	\$501.00	
One-Time S	Set-Up Cost:	\$99.00 Monthly Monitoring: \$19.00				
The Payment quo	oted is estimated and is subj	ject to change upon DOE certification of incom	e and loan balances: 10	00% Money Back G		nt if the DOE rejects application
Name on Card		SECTION D: PAYMENT		and (Meeteneed		Court)
Name on Calu			Name or C	ard (mastercard,	Visa, American Express, Dis	scover Card)
Credit Card Number			Expiration	Date (mm/yy)	CW Sec	urity Code
			/	Date (mm/yy)		
Dilling Address (street o	situ atata ZID)		,		Enrollment Fee Paid By	Monthly Monitoring Paid by
Billing Address (street, o	sity, state, ∠ir)					
3					4/5/2024	9/5/2024
	SECTION E: SIGNATURE					
Printed Name:	Kelly Malone					
Signature:			Date:			
By signing	above: I hereby a	authorize USA Student Debt F	Relief (COMPA	NY) to initiat	e credit entries to my	(our) Credit card
	-	ctioned to debit the account(s			-	
				and mornat		

written notification to cancel from me (or person(s) representing party) stating the termination of this agreement in such manner, as define in the original agreement, to offer COMPANY reasonable opportunity to act as define upon it.

institution said account is established with, also identified above. This authorization is binding until COMPANY has received

1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116
 Toll Free Phone

TRANSACTION SCHEDULE

INVOICE

BILL TO:

Kelly Malone

PAY ABLE TO:

USA Student Debt Relief 1412 Pine Bay Drive Sarasota, FL, 34231

Phone:877-871-6116

QUANTITY	PRODUCTS & SERVICES	TRANSACTION DATE	AMOUNT
	Program Enrollment		
5	(One time fee to be parted into 5 payments)	4/5/2024	\$600.00
	(one time ree to be parted into 5 payments)	1, 5, 2021	9000 .00
	1 of 5	4/5/2024	\$120.00
	2 of 5	5/5/2024	\$120.00
	3 of 5	6/5/2024	\$120.00
	4 of 5	7/5/2024	\$120.00
	5 of 5	8/5/2024	\$120.00
		9/5/2024	\$19.00

The signature(s) provided below on this Complete Payment Authorization and Schedule Form authorizes payment on services rendered by USA Student Debt Relief (COMPANY). COMPANY is authorized to charge my account (listed in Section D on the Service Agreement Client Verification) in the amount listed above for the products/services that are outlined and enclosed in the invoice and agreement. I have discussed and understood the products/services in the invoice and agreement provided by COMPANY and recognizes these as the product/services provided by COMPANY. In the case of returned payment and /or chargeback, I (we) understand and accept that a fee will be applied and charged to my (out) account

Borrower Signature	Date
Co-Borrower Signature	Date

1412 Pine Bay Drive
 Sarasota, FL, 34231
 (877)-871-6116
 Toll Free Phone



Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 167 of 220 Page 165 of 407 Page 165 of 407

STUDENT LOAN CONSOLIDATION AND REPAYMENT PLAN SERVICES

This Student Loan Consolidation and Repayment Plan Services Agreement (hereinafter the "Agreement") is made and entered into, on the date indicated below, between USA Student Debt Relief, a Florida Corporation ("Company") and Client (as stated on Service Agreement Client Verification Page), hereinafter referred to as ("Client") residing at address on Service Agreement Client Verification Page.

WHEREAS, the Company is in the business of arranging and processing Federal Student Loan Consolidation and Repayment Plan Applications through the US Department of Education ("DOE") for clients with qualifying Federal student Loans; and

WHEREAS, the Client wishes to employ Company to perform the following services ("Services"): (1) analyze Client's Federal Student Loan debt situation; (2) research potential debt restructuring or repayment options that are available to Client; (3) present Client with the results of such research; (4) prepare a Federal Student Loan Consolidation plan and application for Client; and optionally (5) continue to manage said repayment schedule on behalf of client by monitoring the file and providing the necessary paperwork to DOE or loan servicer on Client's behalf throughout the term of the loan to ensure that Client continues to receive the maximum benefits offered by the DOE program.

NOW, THEREFORE, in consolidation of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1) SERVICES AND FEES

a) Services

Upon receipt of all information and verified documentation from Client and payment of the Enrollment Fee, Company will prepare the initial DOE paperwork and send said documents to Client for signature. Upon return of the signed documents to Company, the documents will be reviewed and processed for submission to the DOE. Company shall further monitor the application status with the DOE if Client elected such service on the Service Agreement/Client Verification form.

b) Fees for Services/Setup

There will be a one-time, non-refundable \$99 setup fee required to create client's account, including inputting client information, reviewing and researching available programs, and gathering of necessary documents. All processing of Client's account will begin the date that payment is accepted by Company. In exchange for services rendered by Company, Client agrees to pay to Company an Enrollment Fee of \$400. Said fee is to be paid as required on the attached Service Agreement Client Verification form. Company provides a 30 Day Full Satisfaction 100% money back guarantee of the Enrollment Fee only if the DOE rejects Client for a Federal Student Loan Consolidation or Repayment Plan. Notwithstanding anything herein to the contrary, upon expiration of the cancellation period as identified in this Service Agreement, there are no refunds or prorated refunds thereafter.

c) Payment and Processing Fees

Client hereby authorizes Company to deduct all payments due according to this contract from the financial institution (as listed on Service Agreement Client Verification Page) or such other financial institution that may be used by Client. In the event of Client's default of the obligations herein, Client authorizes Company to debit Client's account for the full amount due under this agreement. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by Company to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until Company has received written notice from Client of its termination in such time and such manner as to afford Company a reasonable

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 168 of 220 Page 166 of 407

opportunity to act. A fee/payment (whether paid by debt or other means) that is not honored by Client's financial institution for any reason will be subject to a \$20 service fee, the amount of which may be debited from Client's account by Company. Client agrees to pay an additional \$15 fee monthly if Client fails to provide Company with a valid financial institution account for automatic debits at any point after Company begins the consolidation and servicing process.

d) Limited Money Back Guarantee

No refunds will be given after Company has provided DOE paperwork to Client by mail or electronic delivery, or if Client fails to continue the process after the signing of this document. Company will reimburse the Enrollment Fee Payment if, and only if, the Client fails to receive a Federal Student Loan Consolidation or repayment plan through the Department of Education after reasonable efforts by both parties and is subject to the following conditions: (1) student loans that Client presents to Company are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted; (2) Client fully cooperates, is honest and timely in providing all information requested by Company and DOE; and (3) Client does not possess a characteristic that pursuant to DOE rules would disqualify Client from receiving a consolidation. All refund requests may be mailed to the following address: Attention: 1412 Pine Bay Drive, Sarasota FL 34231.

2) OBLIGATIONS OF COMPANY

Company's obligations are set forth in Section 1(a) hereinabove. Client hereby acknowledges that Company shall not be obligated to provide any services to Client other than those set forth above and in the Service Agreement Client Verification form. Subject to the terms and conditions of this Agreement, Company will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under this Agreement and applicable laws, to perform and fulfill all obligations to be performed and fulfilled under this Agreement.

3) OBLIGATIONS OF CLIENT

Client hereby affirms that Company has provided them with a counseling session with a Company Student Loan Counselor. Client acknowledges and warrants to Company that he / she/ they will, at all times, provide Company with information and documents that are complete, accurate, and true to the best of their knowledge and belief. The Client shall pay all sums due to the Company promptly and in accordance with the terms of this Agreement. Time shall be the essence in respect of the payment of all such sums. Client shall cooperate with Company and provide all reasonable assistance to Company in order to allow for Company to provide the Services hereunder. Client acknowledges that such cooperation and assistance is necessary to enable Company to perform the Services.

4) LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of Company, Company's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Company from Client pursuant to this Agreement.

5) RIGHT OF CLIENT TO CANCEL

a) Notice of Right to Cancel

Company provides Client with the right to cancel this Agreement, without cost to Client, within 30 business days of the date Client executes this Agreement. If Client cancel's this Agreement within the 30 day period, all funds paid by Client to Company (other than the non-refundable set

up fee) will be returned to Client. Upon expiration of the cancellation period, there will be no refunds other than those outlined in Section 1(d) herein.

b) Notice of Cancellation

If Client decides to cancel this Agreement, you may do so by notifying Company in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing the document.

Please email or mail to:

info@USAstudentdebtrelief.com

Mail: 1412 Pine Bay Drive, Sarasota FL 34231

If Client cancels via mail, Company must receive the above notice at the stated address, no later than midnight of the 30th business day, following the date of Client's execution of this Agreement. Sunday is not considered a business day. If Client emails a written notice to cancel; it must be delivered to the above email address in the same time-frame as mail.

6) INDEMNIFICATION

a) Client hereby agrees to defend and hold harmless Company from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representation and warranties herein contained. This Agreement constitutes the entire agreement between the parties. Company makes no warranty, express, or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against Company, its officers, directors, employees, agents, brokers, and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of Company or Client's failure to follow any recommendation of Company, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination.

7) CROSS-REFERENCES

All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

8) TIME IS OF THE ESSENCE

With every provision of this Agreement, time is of the essence. Once initial and pertinent paperwork has been received, processing will begin. Company will always perform services with efficient time management. Please be advised that Federal Student Loan Applications rely on the relevant lenders for prompt service and Company cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the Department of Education (DOE) is 90 days, the period of time required may be prolonged contingent on any services rendered by relevant lenders or DOE.

9) ELECTRONIC SIGNATURES

The parties mutually understand and agree that electronically signed signatures of this Agreement shall be deemed an original for all lawfully enforceable purposes. Client agrees, unless specifically requested otherwise, that by entering into transactions with Company, Client affirms consent to receive, in an electronic format, all information, copies of agreements and correspondence from Company and to also send information in an electronic format unless previously agreed upon in writing with Company. Client consents and agrees that Company may provide all disclosures, periodic statements, notices, receipts, modifications, amendments, and all other evidence of transactions electronically. All electronic communications will be deemed to be valid and authentic, and Client intends and agrees that those electronic communications will be given the same legal affect as written and signed paper communications. Client reserves the right to receive a paper copy of any of these electronic records, if applicable law specifically requires Company to provide such documentation. Client's consent may be withdrawn at any time upon Company's receipt of such withdrawal. Withdrawal of consent will decrease the speed of completion of transactions and delivery. To inform Company of a decision to; withdraw consent to receive future notices and disclosures in electronic format, would like to receive paper copies, or to update your information you may

send an email to info@USAstudentdebtrelief,com; call us at: 1-877-871-6116, or mail a letter to the following address: USAstudentdebtrelief, 1412 Pine Bay Drive, Sarasota FL 3423.

10) COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11) NO TAX OR LEGAL ADVICE PROVIDED

Company and its agents do not and will not provide tax or legal advice. Client is advised to consult with a lawyer, accountant, or tax advisor regarding the tax and legal consequences of participation in any program.

12) THIRD PARTY AUTHORIZATION FORM

The attached Third Party Authorization Form will serve to acknowledge that Client has authorized Company to act on their behalf to review and prepare applications and perform the Services. Client hereby authorizes Company to verify all of Client's past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to perform services or process Clients Federal Student Loan Consolidation or Repayment Plan Application. It is understood that a copy of this form will also serve as authorization. The information Company obtains will only be used for the Services prescribed in this Agreement.

13) NOTICES AND CONSENT GIVEN

Company records and archives all incoming and outgoing telephone calls. Client hereby consents to such recordings and/or monitored phone calls for quality assurance purposes. Client understands that Company will need to contact Client for various servicing issues throughout the consolidation period and subsequent servicing timeframe, and Client consents to allow Company to contact Client via Client's e-mail address and any telephone numbers that Client has provided to Company. Client understands and consents that Company has the right to assign or sell Company's servicing portfolio, and that the assignee/buyer must be bound by all provisions of this Service Agreement between Client and Company.

14) COMPLAINT POLICY:

The Company's goal is to provide exceptional service to our clients. While every effort is taken to ensure we treat our clients in a fair, courteous, and honest manner, we are also subject to error. We believe that our clients have the right to voice their opinion and the right to have their complaints addressed. We also believe that a successful organization must be willing to evolve in order to meet the needs of its clients. Therefore, we have established a complaint process for clients who are unsatisfied with the service or treatment they receive. How to send in a complaint: In the event you are unsatisfied with our service, please direct your comment or complaint with the employee or team responsible. If the individual employee cannot resolve the matter, we will engage the relevant manager or director to try to resolve the matter. We will always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution provided, you may then notify our Compliance Officer in writing at:

E-mail address: info@USAStudentdebtrelief.com

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please include the following in your written correspondence. A clear description of the complaint and any suggestions you may have that would resolve your grievance. Details of any relevant information relating to any contacts you may previously have had with Company on this subject. Whether it is n original complaint, or a follow-up to a reply you were not satisfied with. Your complete contact information (including full postal address, telephone number, and e-mail address) and your date of birth (for verification purposes). The Company strives to resolve all complaints as quickly and efficiently as possible. Client can expect to receive a response from Company within 10 business days after submitting a complaint. If Client's case is particularly complex and cannot be resolved within 10 days, Company will provide Client with an estimated time in which to receive a response.

15) DISPUTE RESOLUTION; GOVERNING LAW; VENUE

This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Florida. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this Agreement or the transactions contemplated hereby must be brought either in the courts sitting in Sarasota County Florida, or in the United States District Court for the Central District of Florida in Tampa and by execution and delivery of the Agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

16) SEVER ABILITY

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect.

17) FORCE MAJEURE

Neither party shall be responsible or liable to the other party for delays or failures (including any delay by the Company to make progress in the provision of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of the United States Government and any of its agencies and branches.

18) HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for convenience only and shall not in any way affect the interpretation of the provisions of this Agreement.

CLIENT(S), BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHAGE FOR THE ENROLLMENT FEE PAYMENT FOR COMPANY'S SERVICES. COMPANY IS NOT A LENDER OR SERVICER OF ANY SORT, DURING THE PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE BENEFIT FROM THE SURVICES THAT COMPANY INTENDS TO PROVIDE HEREUNDER. CLIENT FURTHER ACKNOWLEDGES THAT COMPANY, AND/OR ANY OF ITS AGENTS HAVE PROVIDED NO GUARANTEES TO CLIENT OF A SPECIFIC OUTCOME, AND A POSITIVE OUTCOME CANNOT BE GUARANTEED. CLIENT HAS BEEN ADVISED THAT ALL INFORMATION REQUIRED FOR CONSOLIDATING OR QUALIFYING FOR A REPAYMENT PLAN FOR THEIR LOANDS AND/OR GARNISHMENT LOAN IS AVAILABLE TO THEM DIRECTLY AT NO COST THROUGH THE DEPARTMENT OF EDUCATION AND HAS DECODED ON THEIR OWN ACCORD TO PROCEED WITH THE SERVICES PROVIDED BY, AND THE ASSISTANCE OF, COMPANY. CLIENT UNDERSTANDS COMPANY DOES NOT OR WILL NOT PAY CLIENT STUDENT LOAN. COMPANY'S Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 172 of 220 Page 170 973 Page 170 of 407

SERVICES AND PROGRAM HAS BEEN EXPLAINED IN FULL AND TO CLIENT'S SATISFACTION. CLIENT IS FULLY AWARE AND UNDERSTANDS WHAT CLIENT IS ENROLLING IN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Agreed to and accepted by:

COMPANY

CLIENT

Printed Name: <u>USA Student Debt Relief</u> Printed Name: Kelly Malone

THIRD PARTY AUTHORIZATION

TO: ANY AND ALL OF MY STUDENT LOAN CREDITORS:

I, hereby duly authorize, empower and appoint Company, its agents and representatives, permission to perform any acts necessary or convenient on my behalf, including but not limited to, the following:

1. Prepare, sign, and file any documents pertaining to my student loans with any governmental body or agency, represent me in all student loan matters including: negotiating, compromising, or settling any matters with said government agencies, and communicate on my behalf as I would were I present and acting with any and/or all of my federal student loan providers

2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, including but not limited to: the balance of my account, payment history verification of the account and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide Company is true and accurate.

3. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my federal student loans, to communicate directly with Company concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act. I further request that all of my lenders direct all further telephone calls to:

Company of 1412 Pine Bay Drive, Sarasota FL 34231; 1-877-871-6116. Any and all communications directed to me will be referred to Company and per my instruction lenders and servicers should only deal directly with Company. I understand that Company is not a law firm, is not licensed to practice law or provide legal advice, and that I will not request or accept, any legal advice from Company relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against Company relating to the practice of law. I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the Company program.

I agree that any electronic copy of my signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Third Party Authorization shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

This Third Party Authorization granted to Company shall remain in force unless it is rescinded or modified in writing or upon

Client Signature: _____

Date:

NOTICE OF RIGHT TO CANCEL

1. YOUR RIGHT TO CANCEL:

USA Student Debt Relief (USASDR) is in the business of providing student relief services for our CLIENT(S). CLIENT(S) have signed and agreed to the terms and conditions of the above AGREEMENT. USASDR is providing CLIENT(S) with the right to cancel the AGREEMENT, without cost; within thirty (30) business days of the date CLIENT(S) signed the original AGREEMENT.

If CLIENT(S) cancels the AGREEMENT within this 3\thirty (30) day period, the funds will be returned to CLIENT(S). USASDR will return any funds CLIENT(S) paid, except the non-refundable \$99 set up fee to USASDR and/or to anyone else in connection with the AGREEMENT. Upon expiration of the cancellation period, as identified in this Service Agreement, there will be no refunds.

2. HOW TO CANCEL:

If you decide to cancel this AGREEMENT, you may do so, by notifying us in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing this document.

Please email to:

Email: info@USAStudentdebtrelief.com

Or mail to:

Mailing Address: 1412 Pine Bay Drive, Sarasota FL 34231

Please note if you cancel via mail, we must receive the above notice at the below-address, no later than midnight of the thirtieth (30) business day, following the date of your signing the Agreement. Sunday is not considered a business day. If CLIENT(S) fax and/or hand-deliver a written notice to cancel; it must be delivered to the above address not later than that timeframe.

Client Signature: _____

Printed Name:	
---------------	--

Carson Attachment J, Page 11 of 11



Shopper ID:	4295
Private Label ID:	1
Login Name:	Bakie1
First Name:	Douglas R
Last Name:	Goodman
Company:	
Address1:	1412 Pine Bay Drive
Address2:	
City:	Sarasota
State/Prov:	FL
Postal Code:	34231
Country:	US
Phone Work:	+1.9415877966
Phone Home:	
Mobile:	
Fax:	
Email:	doug.goodman@zagegroup.com
Date Created:	1/24/2015 1:09:31 PM
Last Changed By Date:	12/30/2023 1:04:33 PM
Fraud:	Verified by Fraud Dept - Customer OK
Twitter Handle:	

4295

Domain List - All for Shopper ID

Domain Name	Status	Created	Expires	Order ID
	8 Cancelled	1/24/2015	1/30/2023	785248208
start-connecting.com	0 Active	2/7/2019	2/7/2025	1426045640
	8 Cancelled	11/13/2020	11/13/2022	1777194927
	8 Cancelled	11/13/2020	11/13/2022	1777194927

Shopper ID:	0062
Private Label ID:	1
Login Name:	DorisEgoodman
First Name:	Doris
Last Name:	Goodman
Company:	
Address1:	1412 Pine Bay Dr
Address2:	
City:	Sarasota
State/Prov:	FL
Postal Code:	34231
Country:	US
Phone Work:	+1.9415877966
Phone Home:	
Mobile:	
Fax:	
Email:	doug.goodman@zagegroup.com
Date Created:	12/30/2013 9:15:57 AM
Last Changed By Date:	12/19/2022 2:50:54 PM
Fraud:	Not Checked / Unknown
Twitter Handle:	



Domain List - All for Shopper ID 0062

Domain Name	Status	Created	Expires	Order ID
	8 Cancelled	1/8/2009	1/8/2016	771018196
	0 Active	1/8/2009	1/8/2025	771018233
usastudentdebtrelief.com	0 Active	3/11/2019	3/11/2025	1455827287

Shopper Info for Shopper ID 1256

Shopper ID:	1256
Private Label ID:	1
Login Name:	startconnectingsas
First Name:	Juan Sebastian
Last Name:	Rojas Gallon
Company:	
Address1:	calle 16 #6n-21 Ofi 401
Address2:	
City:	cali
State/Prov:	Valle del cauca
Postal Code:	760001
Country:	СО
Phone Work:	+57.3188234462
Phone Home:	+57.3188234462
Mobile:	
Fax:	
Email:	attorney@start-connecting.com
Date Created:	11/23/2020 10:39:18 AM
Last Changed By Date:	11/27/2020 8:31:00 AM
Fraud:	Verified by Fraud Dept - Customer OK
Twitter Handle:	



1256

Domain List - All for Shopper ID

Domain Name	Status	Created	Expires	Order ID	
starconnectingsas.com	8 Cancelled	11/23/2020	11/23/2021	1782023857	
startconnecting-sas.co	8 Cancelled	11/27/2020	11/27/2021	1782112765	

Shopper Info for Shopper ID 7586

Shopper ID:	7586
Private Label ID:	1
Login Name:	Info@usastudentdebtrelief.com
First Name:	Juan Sebastian
Last Name:	Rojas
Company:	Start connecting SAS
Address1:	Calle 16 #6N-21
Address2:	
City:	Santiago de Cali
State/Prov:	Valle Del Cauca
Postal Code:	760001
Country:	СО
Phone Work:	+57.3188234462
Phone Home:	+57.3188234462
Mobile:	
Fax:	
Email:	Info@usastudentdebtrelief.com
Date Created:	1/28/2021 4:23:21 PM
Last Changed By Date:	1/15/2024 1:37:25 PM
Fraud:	Verified by Fraud Dept - Customer OK
Twitter Handle:	

7586

Domain List - All for Shopper ID

Domain Name	Status	Created	Expires	Order ID
usastudentdebtrelief.us	0 Active	1/28/2021	1/28/2026	1814437286
startconnecting.co	0 Active	4/7/2021	4/7/2025	1850745804

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 182 of 220 Page 180 of 407

Legal Receipt for Shopper ID

1256

Shopper ID:	1256					
Receipt ID:	1782112765					
ProgId:	GoDaddy					
SiteUrl:	http://registrar.godaddy.com					
Date (Local AZ):	11/27/2020 8:30:59 AM					
Source Code:	CODOMCOP1B					
Shipping Informatio	n	Billing Information				
Juan Sebastian Rojas Gallon		Juan Sebastian Rojas Gallon				
calle 16 #6n-21 Ofi 401	calle 16 #6n-21 Ofi 401					
cali, Valle del cauca 760001	cali, Valle del cauca 760001 CO					
Daytime Phone: +57.3188234	Daytime Phone: +57.3188234462					
Evening Phone: +57.3188234	4462	Evening Phone: +57.3188234462				
attorney@start-connecting.co	om	attorney@start-connecting.com				
IP:						
Transaction Occurred as: O	Colombian Peso (COP)					
Payment 1: \$3.619						
Paid:	Credit Card					
_						

Processor:AstroPayCC-GD_COPName:Juan Sebastian Rojas GallonCreditcard Number:Image: Image: Image:

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label		Name			Today' s Price	ICAN N Fee	Qty	Extra Disc.	Total Price
1	56401-1		.CO Domain Name Registration - 1 Year (recurring) Length: 1 Year(s) Domain: startconnecting-sas.co This is a service item.		\$112.19 9	\$3.619	\$0	1	\$0	\$3.619
2	1058162-1		Website Builder Free Trial Length: 1 Month(s) Domain: This is a service item.		\$0	\$0	\$0	1	\$0	\$0
Subtotal Shipping & Handling		Tax	-		,	Total				
\$3.619 \$0 \$0		\$0 \$3.619								

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 183 of 220 Page 181 of 407

Legal Receipt for Shopper ID

7586

	Subtotal	Ship	oping & Handling	Tax				Total		
1	11613-1		.US Domain Name Renew Years (recurring) Length: 2 Year(s) Domain: usastudentdebtro This is a service item.		\$156.78 4	\$156.78 4	\$0	1	\$0	\$156.78 4
Row	Label		Name		Unit Price	Today' s Price	ICAI N Fe		y Extra Disc.	Total Price
Our Charg	ges will appear on their c	redit card stat	tement in the name "GODA	ADDY.COM	Л "					
Creditcard	d Information:									
Creditcard	d Number:									
Name:	Juar	Sebastian R	ojas							
Processor	: Astr	oPayCC-GD	_COP							
Paid:	Cree	lit Card								
Payment	1: \$156.784									
Transacti	ion Occurred as: Colon	bian Peso (COP)							
IP:	181 yapi		ps://cart.godaddy.com/pa	into e usu	studentaeo					
Info@usa	studentdebtrelief.com					trelief.com				
Evening F	Phone: +57.3188234462			•		318823446				
Daytime I	Phone: +57.3188234462			C		.318823440		01 00		
Santiago o	de Cali, Valle Del Cauca	760001 CO		Santiago	la Cali Va	lle Del Cau	an 7600	001 CO		
Calle 16 #	#6N-21			Calle 16 #	6N-21					
Start conn	necting SAS			Start conn	ecting SAS	5				
Juan Seba	ustian Rojas			Juan Seba	stian Rojas					
Shippi	ng Information			Billing	Inform	ation				
Source Co	ode:	???								
Date (Loc	cal AZ):	1/15/2024 1:	37:23 PM							
SiteUrl:		http://registra	ar.godaddy.com							
ProgId:		GoDaddy								
Receipt II	D:	2873401596								
Shopper I	D:	7586								

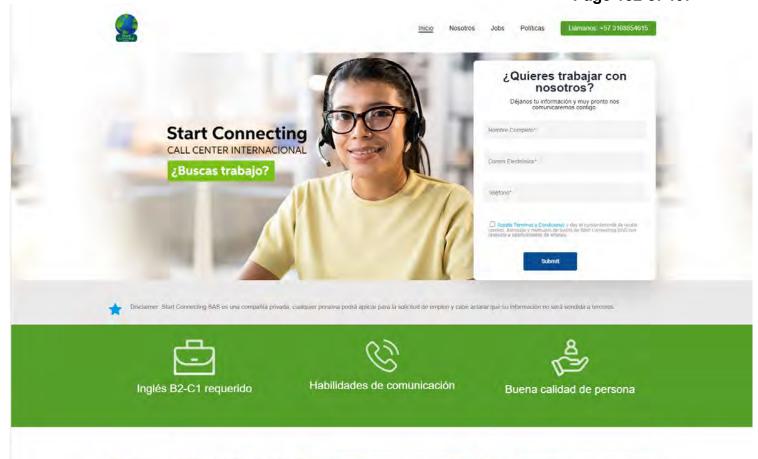
\$0

\$156.784

\$0

\$156.784

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 184 of 220 Page 182 of 407 Page 182 of 407





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Aprende lo que hace Startconnecting

¿Por qué somos una gran empresa?

Nuestro objetivo como empresa es formar grandes profesionales en el área de la comunicación y atención al cliente. Dentro de nuestros lineamientos buscamos construir un equipo feliz a través de espacios de aprendizaje y un ambiente laboral armónico y feliz.

- Profesionalismo. Buscamos preparar y construir equipos altamente capacitados para adaptarse, a cualquier requerimiento de comunicación que requieran las empresas internacionales.
- Confianza. Nuestros años de experiencia y nuestra calidad de servicio hablan por si mismos. Nuestros clientes encuentran en Start Connecting una empresa honesta, eficiente y con empatia hacia sus clientes.
- Cultura de trabajo. Creemos que los grandes resultados que obtenemos con nuestros clientes, se deben a la cultura de trabajo que le entregamos a nuestros colaboradores. La construcción de un espacio tranquilo y con armonía nos permite mejorar los resultados como empresa.
- 4 Honestidad. Ser claros con los clientes y usuarios es fundamental. Nuestro principio como negocio es ofrecer transparencia y claridad frente a la comunicación que se este entregando. Este principio nos ha ayudado a

Carson Attachment M, Page 1 of 6



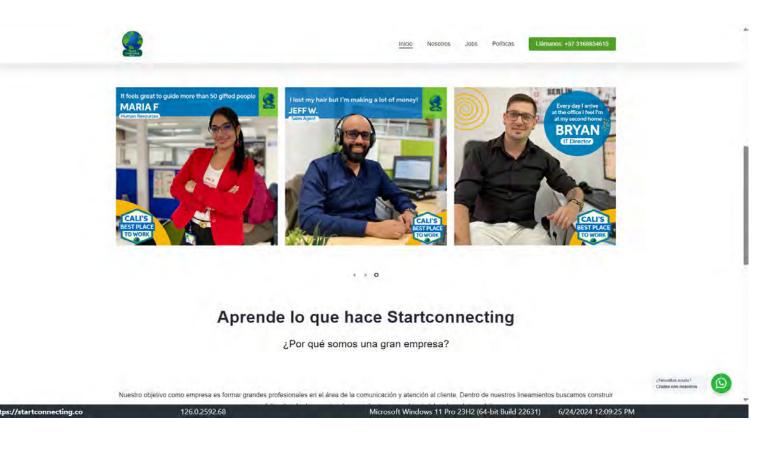
Carson Attachment M, Page 2 of 6

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 186 of 220 Page 184 of 407



Carson Attachment M, Page 3 of 6

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 187 of 220 Page 185 988 Page 185 of 407



Carson Attachment M, Page 4 of 6

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 188 of 220 Page 189 Page 186 of 407



Inicio Nosotros Jobs Políticas

Llámanos: +57 316885

AVISO DE PRIVACIDAD

El presente Aviso de Privacidad (en adelante el *Aviso") establece los términos y condiciones en virtud de los cuales START CONNECTING S.A.S., identificado con Nit: 901382085-2 y con domicilio en Calle 16 Nro. 6N-21 Oficinas 201, 301 y 401 Edificio Roldan de Call- Valle, realizara el tratamiento de sus datos personales.

1. TRATAMIENTO Y FINALIDAD:

El tratamiento que realizará START CONNECTING S.A.S. con la información personal será el siguiente:

La recolección, almacenamiento, uso, circulación de los documentos del publico interno para;

- 1. Instrumentar los procedimientos de recolección y tratamiento de datos personales a las disposiciones del marco jurídico
- 2. Generar un esquema organizado para salvaguardar los datos privados, semiprivados, públicos y sensibles de sus

2. DERECHOS DEL TITULAR:

Como titular de sus datos personales Usted tiene derecho a:

- 1. Acceder en forma gratuita a los datos proporcionados que hayan sido objeto de
- 2. Conocer, actualizar y rectificar su información frente datos parciales, inexactos, incompletos, fraccionados, que induzcan a error, o a aquellos cuyo tratamiento esté prohibido o no haya sido
- · Solicitar prueba de la autorización
- 1. Presentar ante la Superintendencia de Industria y Comercio (SIC) quejas por infracciones a lo dispuesto en la normatividad
- 2. Revocar la autorización y/o solicitar la supresión del dato, siempre que no exista un deber legal o contractual que impida
- 3. Abstenerse de responder las preguntas sobre datos Tendrá carácter facultativo las respuestas que versen sobre datos sensibles o sobre datos de las niñas y niños y adolescentes.

3. MECANISMOS PARA CONOCER LA POLITICA DE TRATAMIENTO

El Titular puede acceder a nuestra Política de Tratamiento de Información, la cual se encuentra publicada en medio físico cartelera ubicada en la recepción de la empresa ubicada en la Calle 16 Nro. 6N- 21 Oficinas 301 y 401 Edificio Roldan o a través de la página web www.startconnecting.co.

+573168854615 info@startconnecting.co	Inscribete
info@startconnecting.co	
	4-bit Build 22631) 6/24/2024 1:46:07 PM
	Microsoft Windows 11 Pro 23H2 (6

Carson Attachment M, Page 5 of 6

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 189 of 220 Page 187 of 407 Page 187 of 407



Misión Start Connecting

 Nuestro proposito en Startconnecting esta en ofrecer un servicio de comunicación altamente profesional a nuestros clientes. Y para lograrlo, hemos construido un ambiente laboral con una cultura de sentido de pertenencia altamente unido para que nuestros clientes puedan recibir, no solo un servicio altamente profresional, sino también con tácto humano.

Siempre tenemos las puertas abiertas para personas con buen ingles y con ganas de aprender y crecer como profesional. Si tu eres una de esas personas no dudes en dejarnos tu contacto para que puedas cambiar tu vida con nosotros.

¿Quieres Trabajar con nosotros?

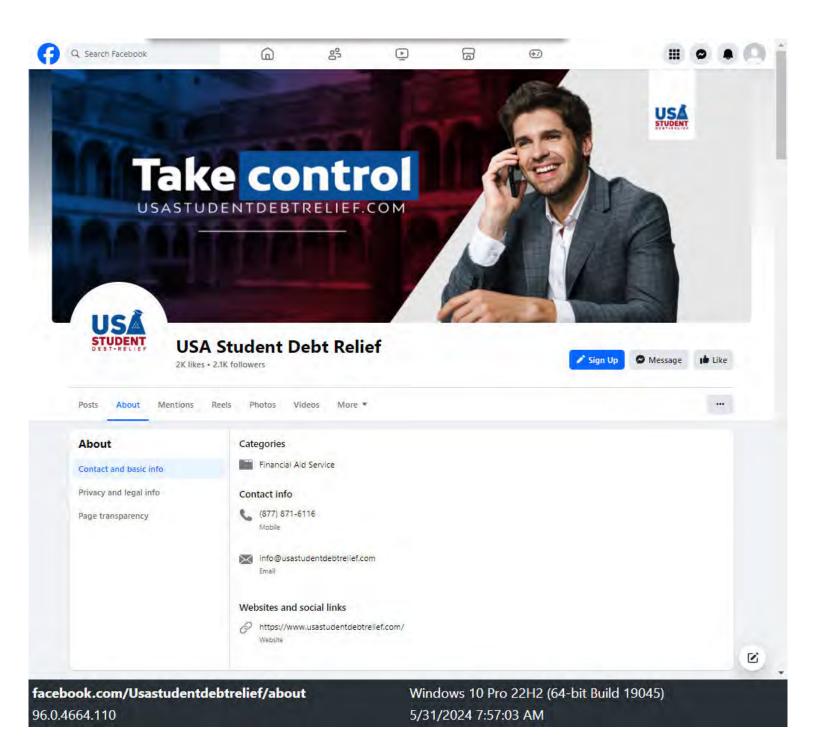
Empieza a cambiar tu vida con nosotros

¡Aplica ya!

MAPA DE SITIO	SIGUENOS EN	LLÁMANOS	APLICA AQUÍ	
Inicio Nosotros Políticas de datos	Facebook	+573168854615 info@startconnecting.co	Inscribete	
https://startconnecting.co/about-us/	Linkedin 126.0.2592.68	Microsoft Windows 11 Pro 23H2 (64-bit	Build 22631) 6/24/2024 1:52:46 PN	Chatea coe nosotros

Carson Attachment M, Page 6 of 6

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 190 of 220 Page 189 991 Page 188 of 407



Carson Attachment N, Page 1 of 18



Carson Attachment N, Page 2 of 18

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 192 of 220 Page 190 of 407



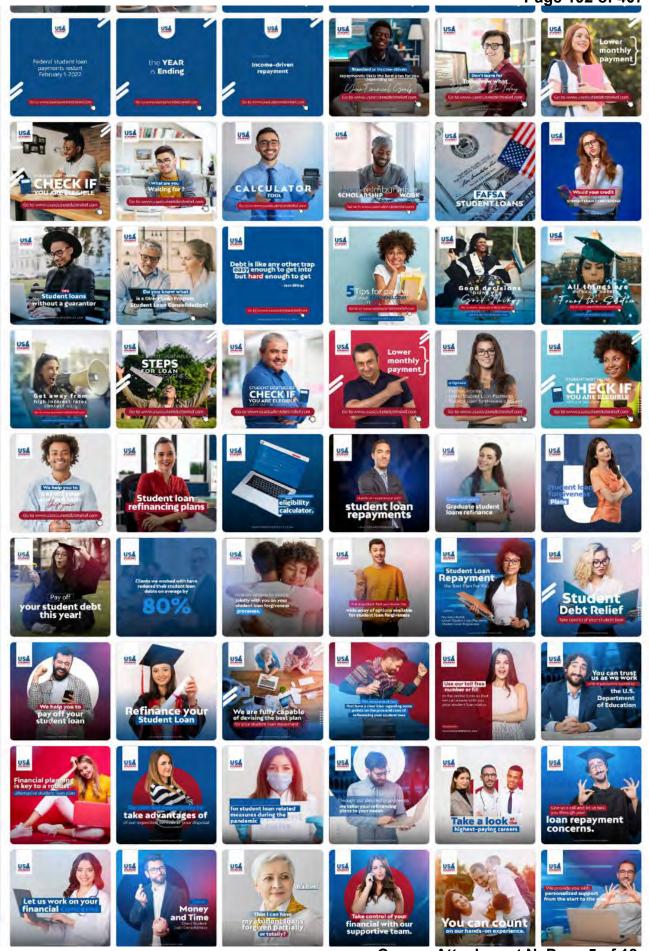
Carson Attachment N, Page 3 of 18

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 193 of 220 Page 191 of 407

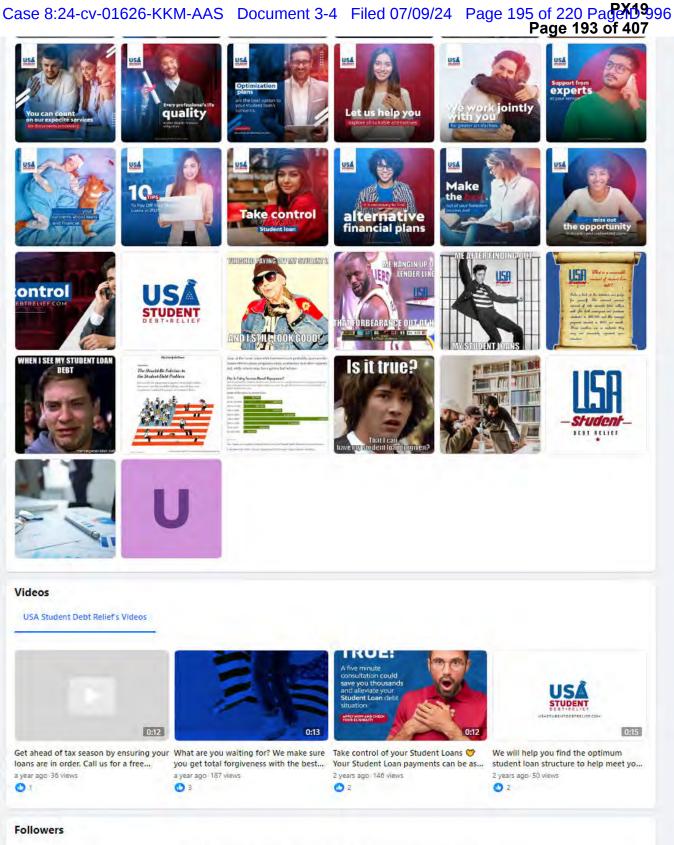


Carson Attachment N, Page 4 of 18

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 194 of 220 Page 192 of 407



Carson Attachment N, Page 5 of 18



USA Student Debt Relief's list of followers is unavailable.

Likes

All Likes

Carson Attachment N, Page 6 of 18

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 196 of 220 Page 199 997 Page 194 of 407

LEGO				
Following PlayStation	Foliow	LEGO	Follow	
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Carson Attachment N, Page 7 of 18

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 197 of 220 Page 195 of 407



Carson Attachment N, Page 8 of 18

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 198 of 220 Page 196 of 407 Page 196 of 407



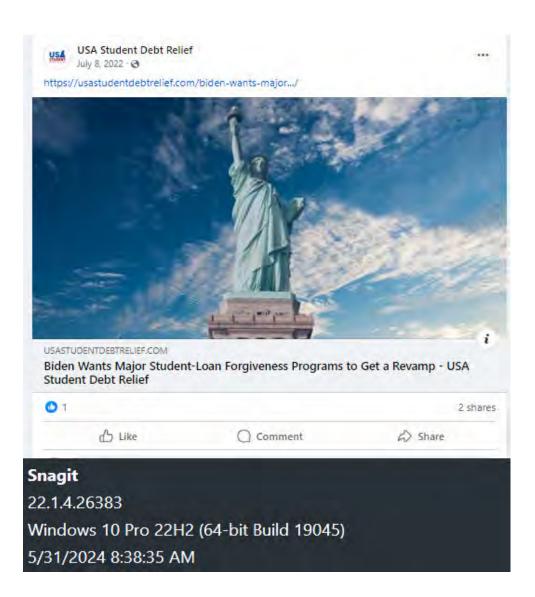
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Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 199 of 220 Page 197 06 407 Page 197 of 407



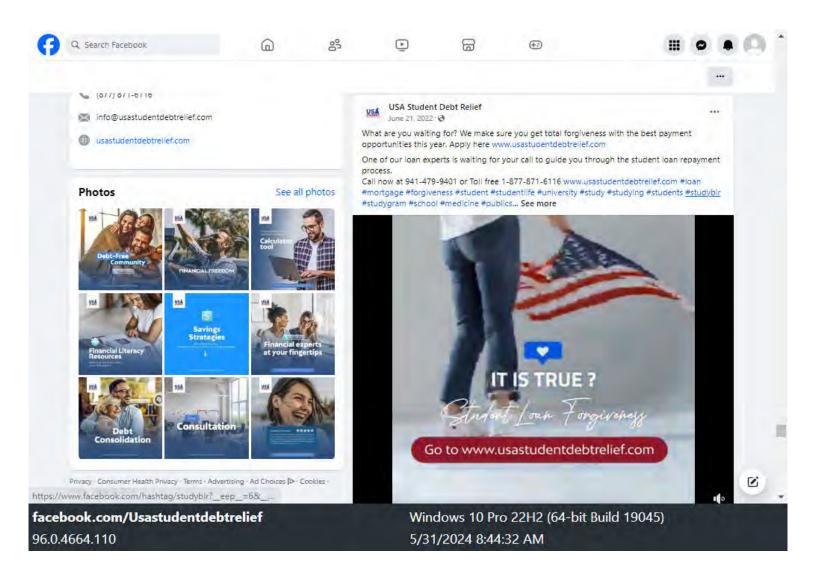
Carson Attachment N, Page 10 of 18

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 200 of 220 Page 198 of 407



Carson Attachment N, Page 11 of 18

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 201 of 220 Page 199 of 407



Carson Attachment N, Page 12 of 18



....

Biden's Education Department just proposed a student-loan forgiveness revamp so borrowers 'don't have to jump through hoops' for debt relief.

On Wednesday, the department released a list of proposed regulations to improve targeted student-loan forgiveness programs, along with taking on the issue of surging interest that can accompany student debt. The programs in question are the Public Service Loan Forgiveness (PSLF) program, the borrower defense to repayment, and total permanent and disability (TPD) discharges, which the department has started to reform but borrowers are continuing to see issues accessing relief.

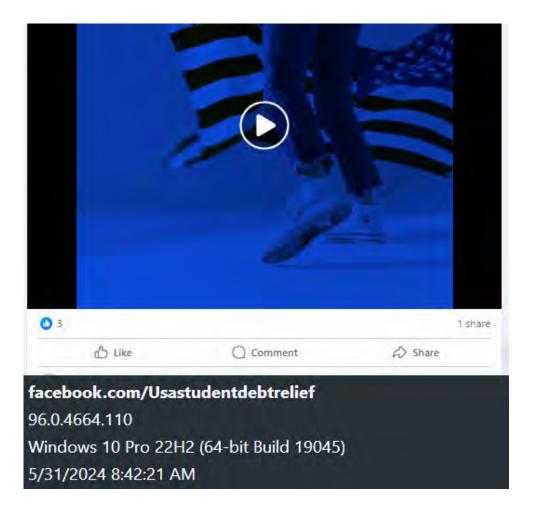
Check if you are eligible for the student debt relief government plans in our website: https://www.usastudentdebtrelief.com/

Contact us one of our loan experts is waiting for your call to guide you through the student loan repayment process.

Call now at 941-479-9401 or Toll free 1-877-871-6116

#loan #mortgage #forgiveness #student #studentlife #university #study #studying #students #studyblr #studygram #school #medicine #publicservers #loancancellationplan #studentloanforgiveness





Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 204 of 220 Page 202 of 407 Page 202 of 407



Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 205 of 220 Page 203 of 407



Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 206 of 220 Page 204 of 407 Page 204 of 407

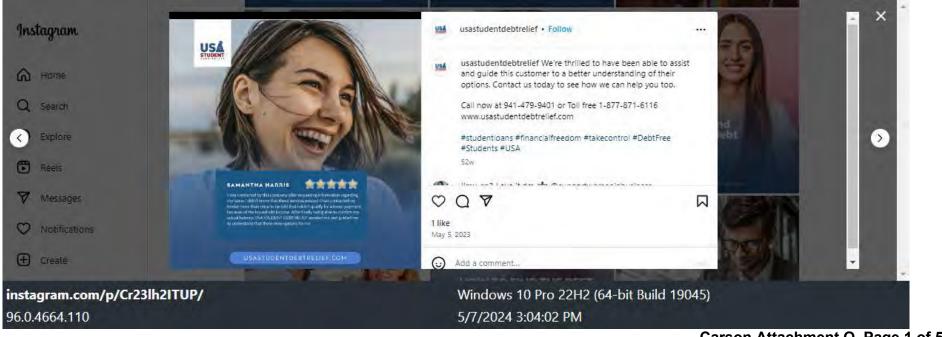


Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 207 of 220 Page 205 of 407 Page 205 of 407

USA	USA Student Debt Relie April 25: 2021 · @	r	
Shoul	d borrowers pay or pause	before they thaw?	
😏 Var	idate if you are eligible for	r student debt relief here: https://us	astudentdebtrelief.com/
		giveness #studentioandebt #studen btcrisis #studentdebt #studentdebi	
Shou		Day off the student loan debt off the debt possibility of student	PAYMENT (II PAYMENT (II arm (REPAYE), Pay
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Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 208 of 220 PageID 1009

PX19 Page 206 of 407



Carson Attachment O, Page 1 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 209 of 220 PageID 1010

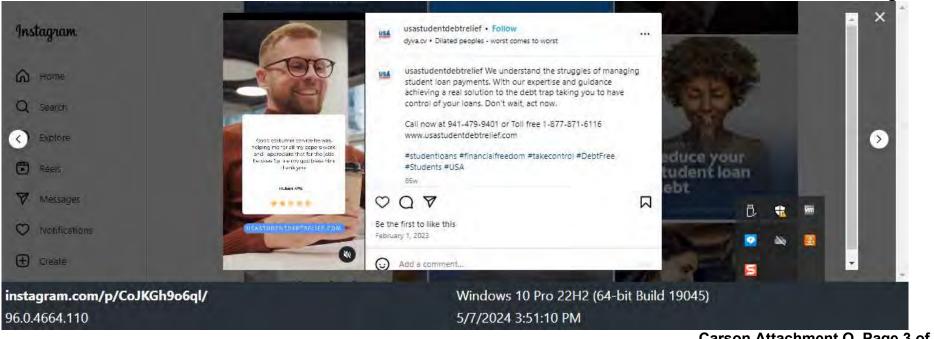
PX19 Page 207 of 407



Carson Attachment O, Page 2 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 210 of 220 PageID 1011

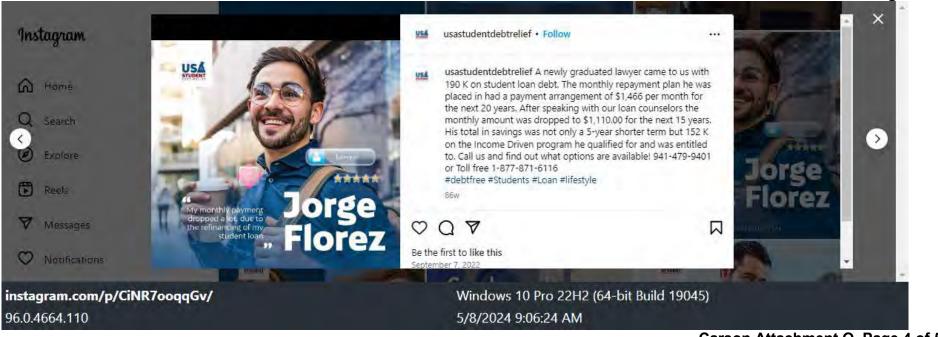
PX19 Page 208 of 407



Carson Attachment O, Page 3 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 211 of 220 PageID 1012

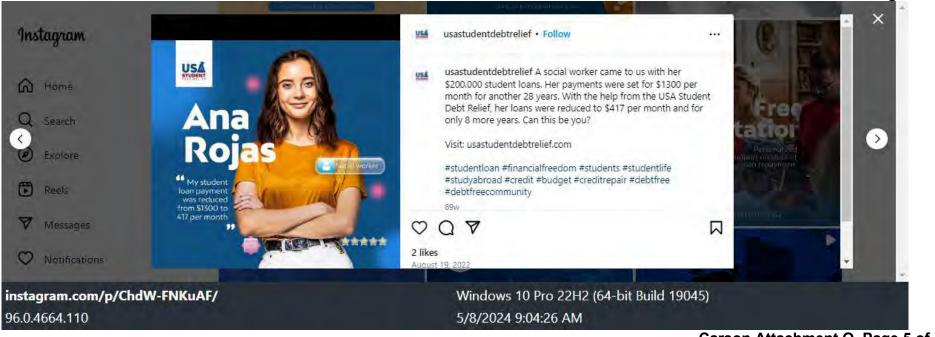
PX19 Page 209 of 407



Carson Attachment O, Page 4 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 212 of 220 PageID 1013

PX19 Page 210 of 407



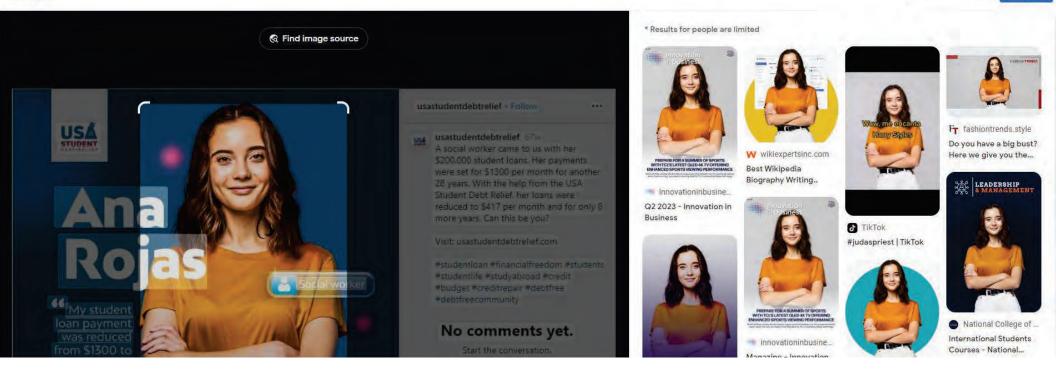
Carson Attachment O, Page 5 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 213 of 220 PageID 1014 PX19 Page 211 of 407

Google

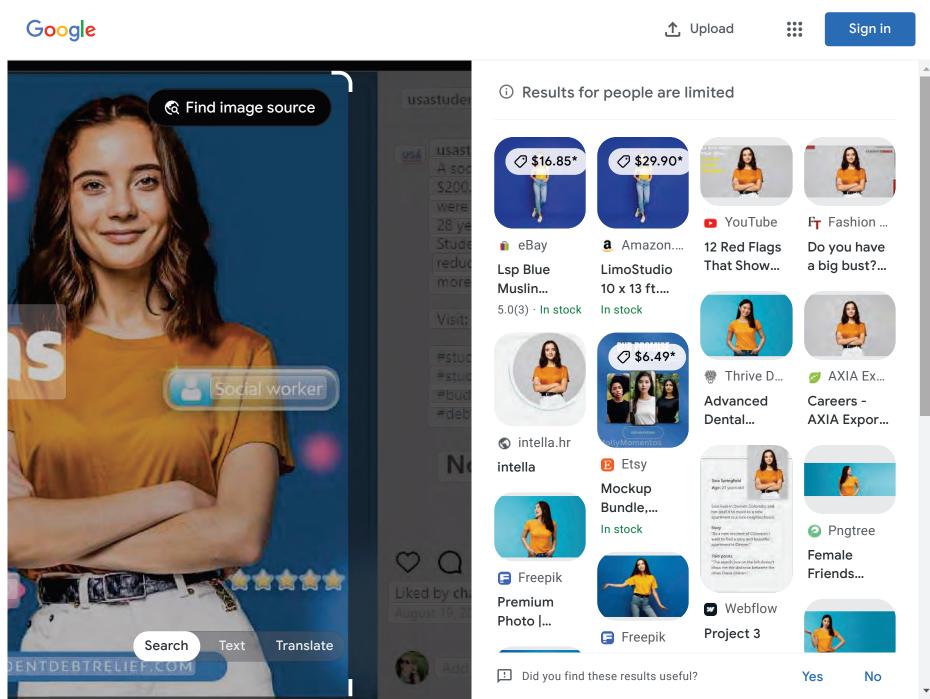
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Sign in



Carson Attachment P, Page 1 of 5

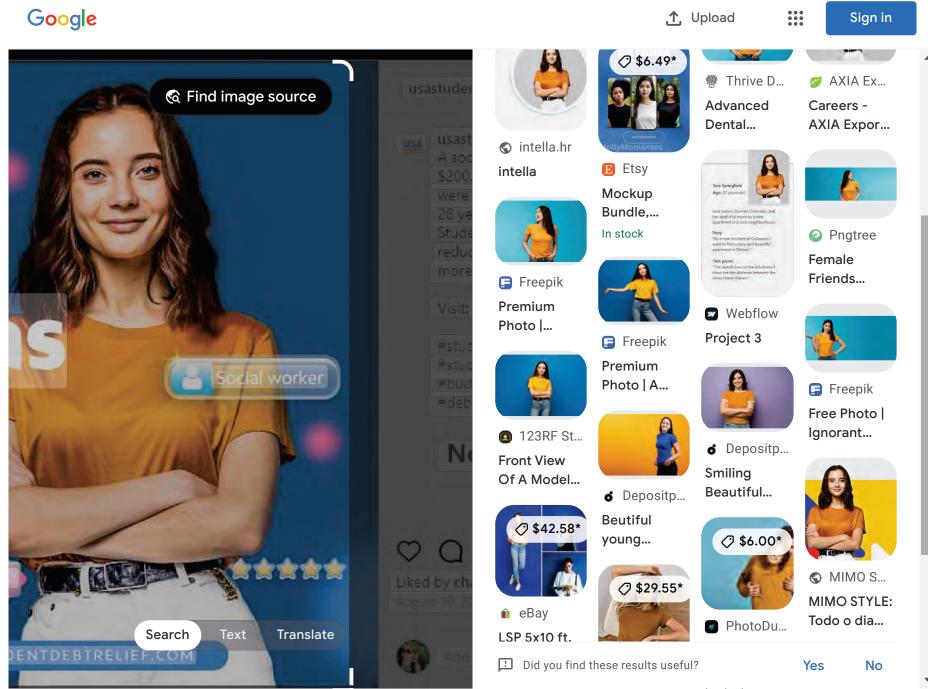
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Carson Attachment P, Page 2 of 5

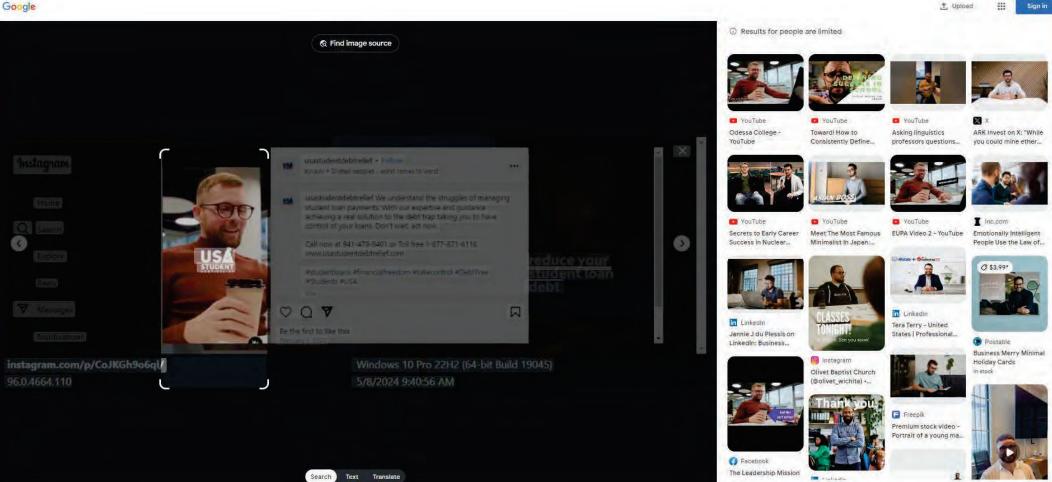
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Page 213 of 407



Carson Attachment P, Page 3 of 5

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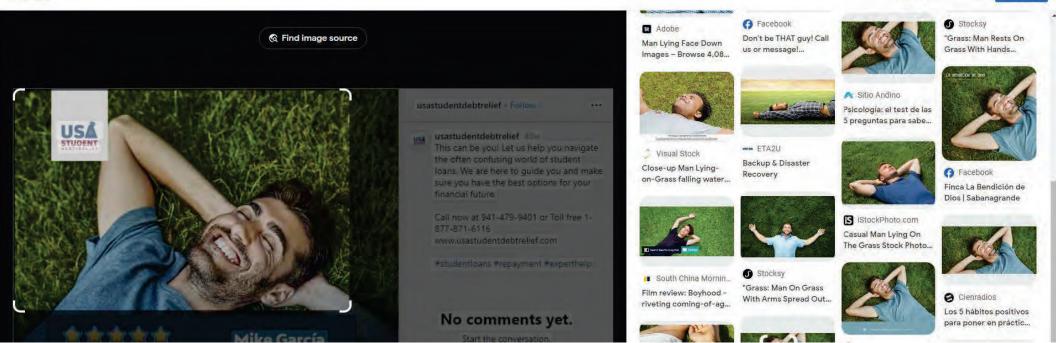
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Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 217 of 220 PageID 1018 PX19 Page 215 of 407

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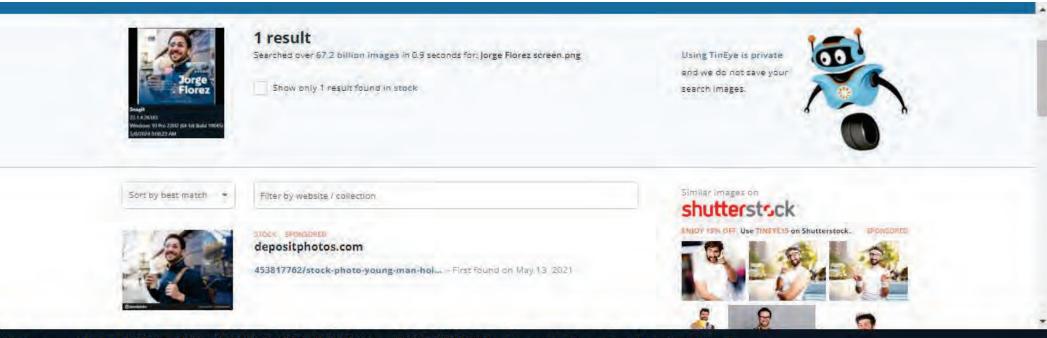
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Carson Attachment P, Page 5 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 218 of 220 PageID 1019 PX19 Page 216 of 407



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Carson Attachment Q, Page 1 of 3

Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 219 of 220 PageID 1020 PX19 Page 217 of 407

Upload

Paste or enter image URL



6 results

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Case 8:24-cv-01626-KKM-AAS Document 3-4 Filed 07/09/24 Page 220 of 220 PageID 1021 PX19 Page 218 of 407



www.chipchick.com (https://www.chipchick.com/2023/06/have-

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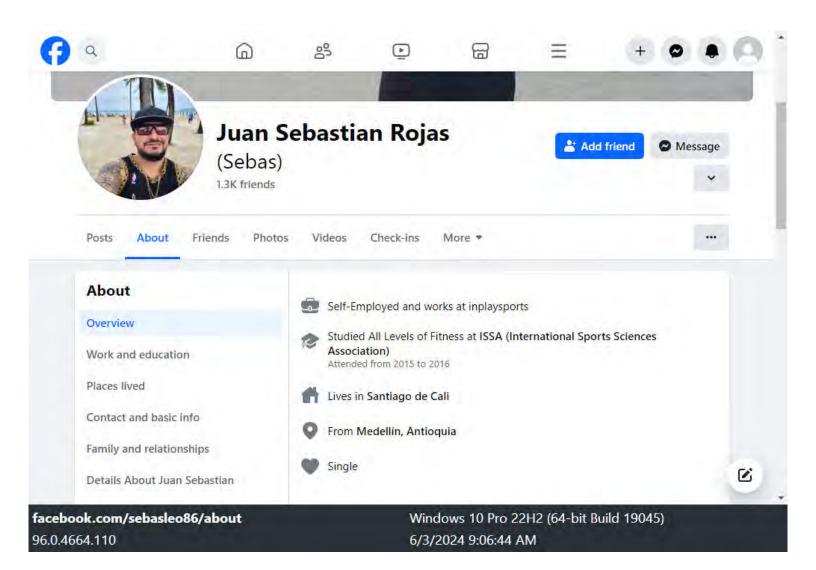


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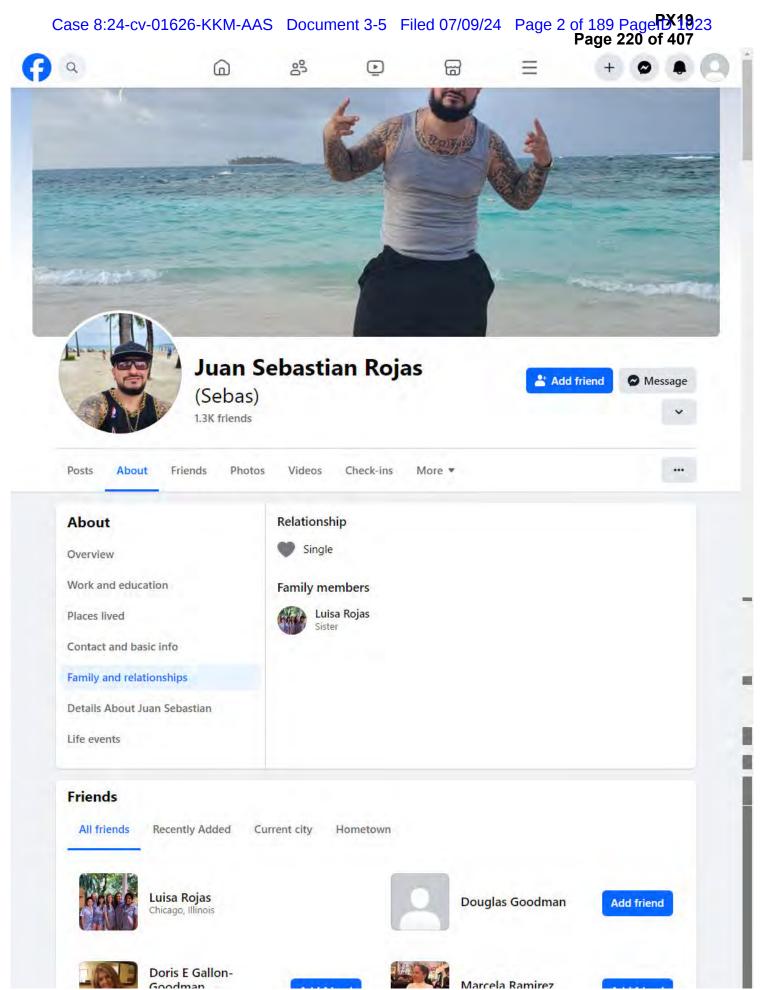
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Carson Attachment Q, Page 3 of 3

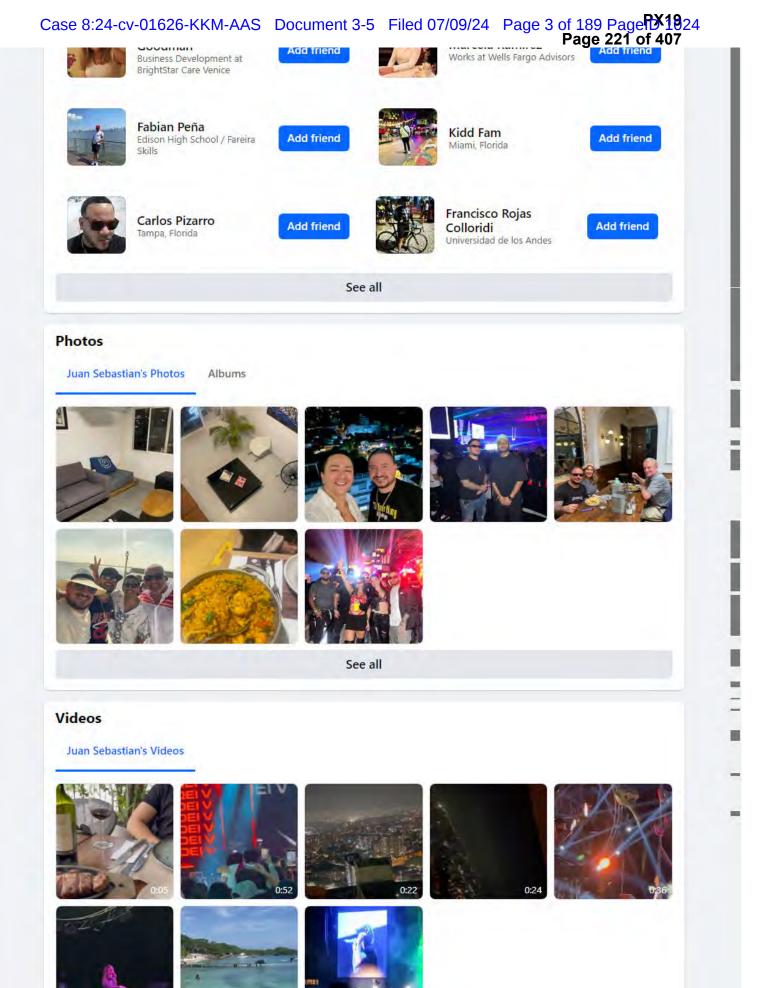
Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 1 of 189 Page 1922 Page 219 of 407



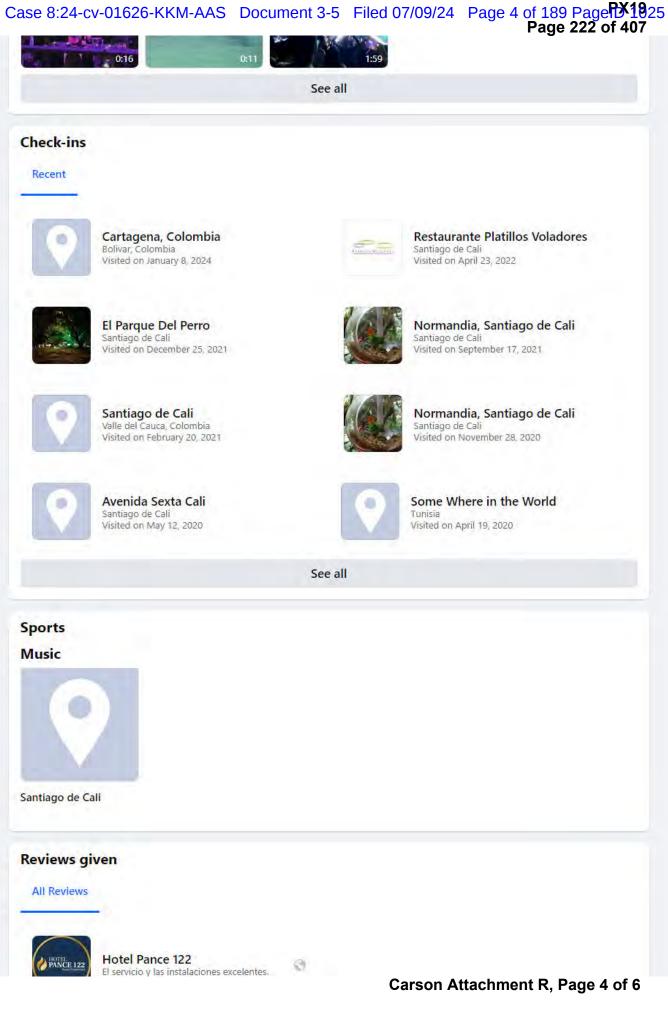
Carson Attachment R, Page 1 of 6



Carson Attachment R, Page 2 of 6



Carson Attachment R, Page 3 of 6



Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 5 of 189 Page 12/19/26 Page 223 of 407



facebook.com/sebasleo86/about_family_and_relationshipsWindows 10 Pro 22H2 (64-bit Build 19045)96.0.4664.1106/3/2024 9:11:51 AM

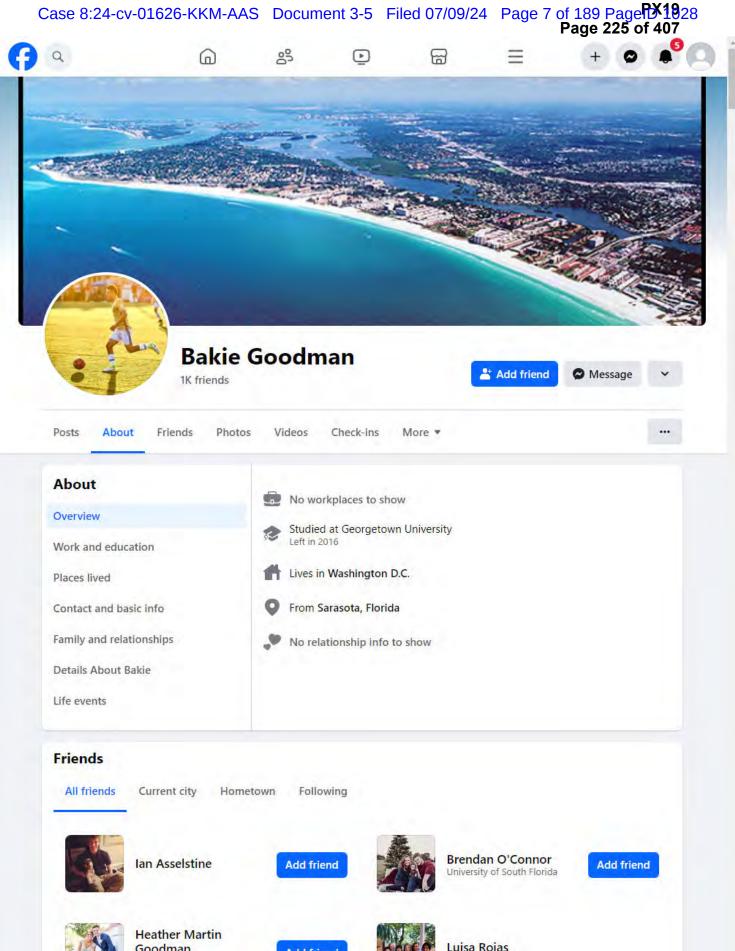
Carson Attachment R, Page 5 of 6

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 6 of 189 Page 124 07 Page 224 of 407



facebook.com/photo.php?fbid=3636455540014408&set=pb.100009499939030.-2207520000&type=3 96.0.4664.110 Windows 10 Pro 22H2 (64-bit Build 19045) 6/3/2024 9:24:38 AM

Carson Attachment R, Page 6 of 6



Goodman Georgetown University School of Continuing Studies

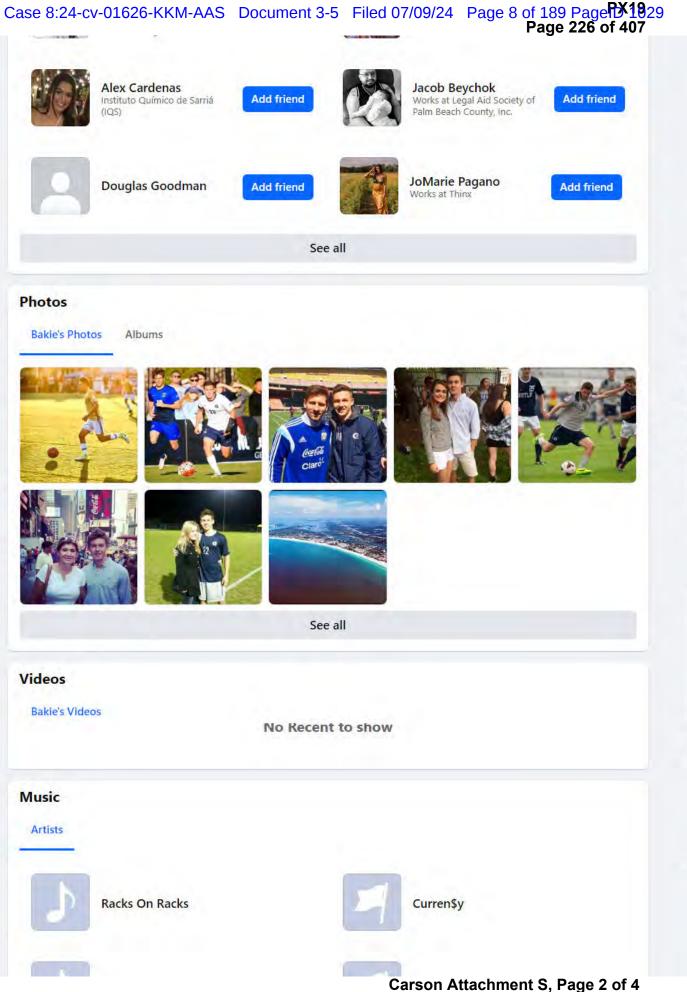
Add friend

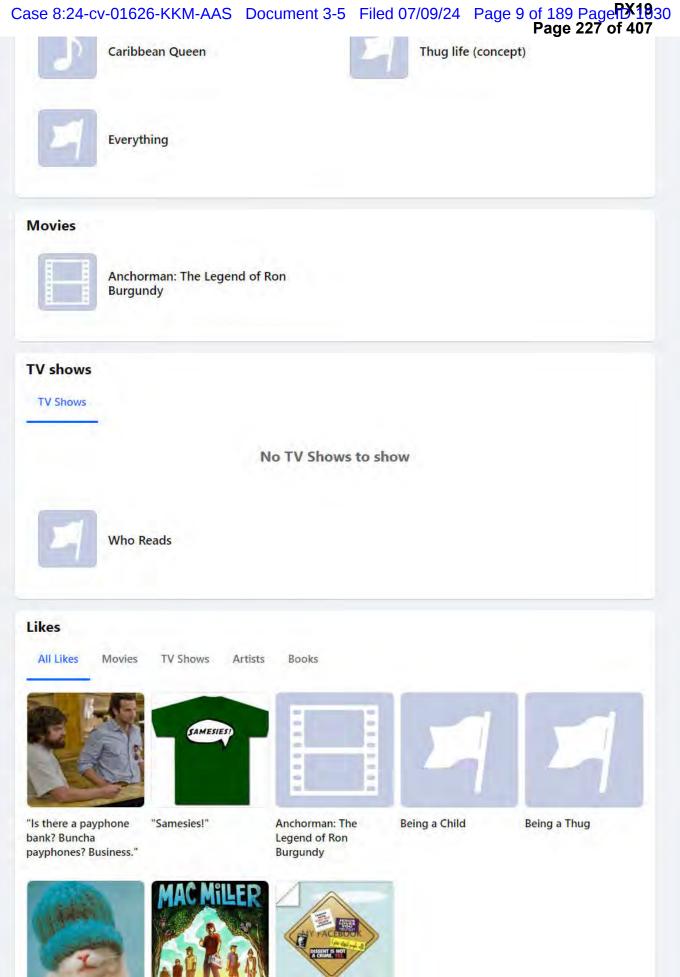


Luisa Rojas Chicago, Illinois

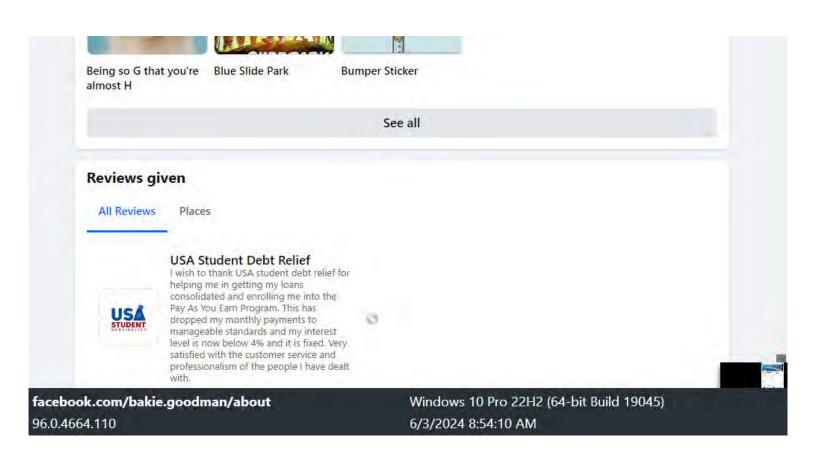
Carson Attachment S, Page 1 of 4



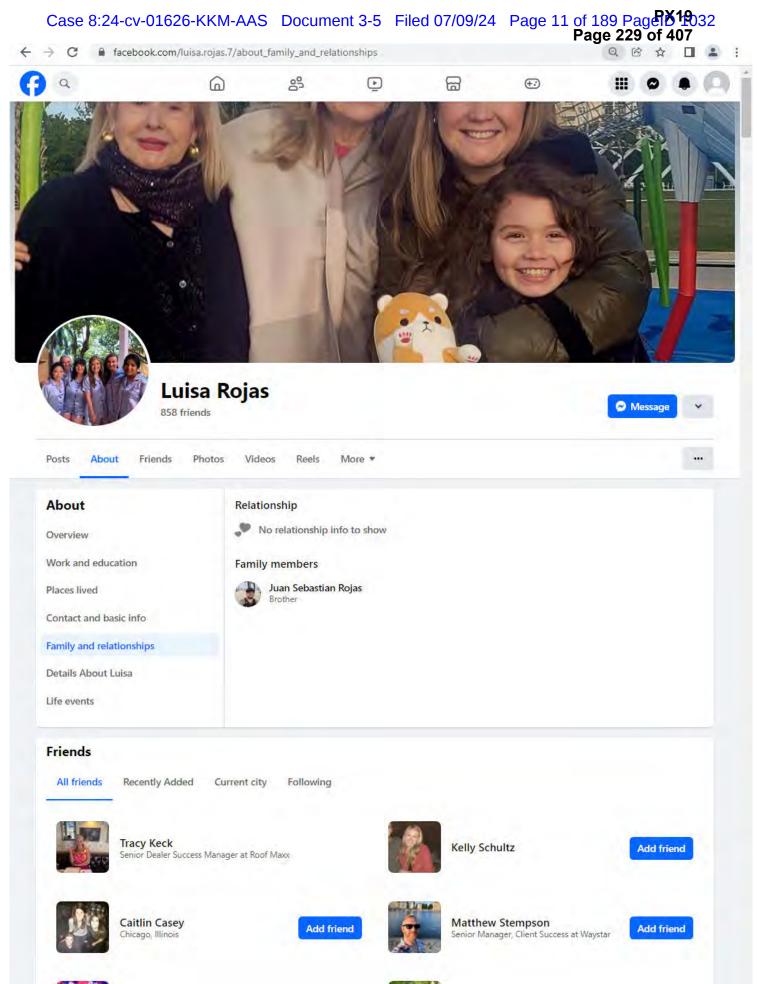






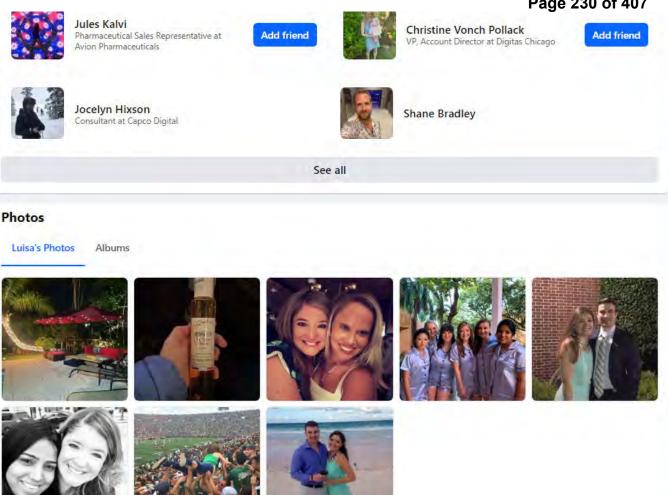


Carson Attachment S, Page 4 of 4



Carson Attachment T, Page 1 of 4

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 12 of 189 Page 230 of 407



See all

Luisa's Reels



Check-ins

Recent Watched

Movies

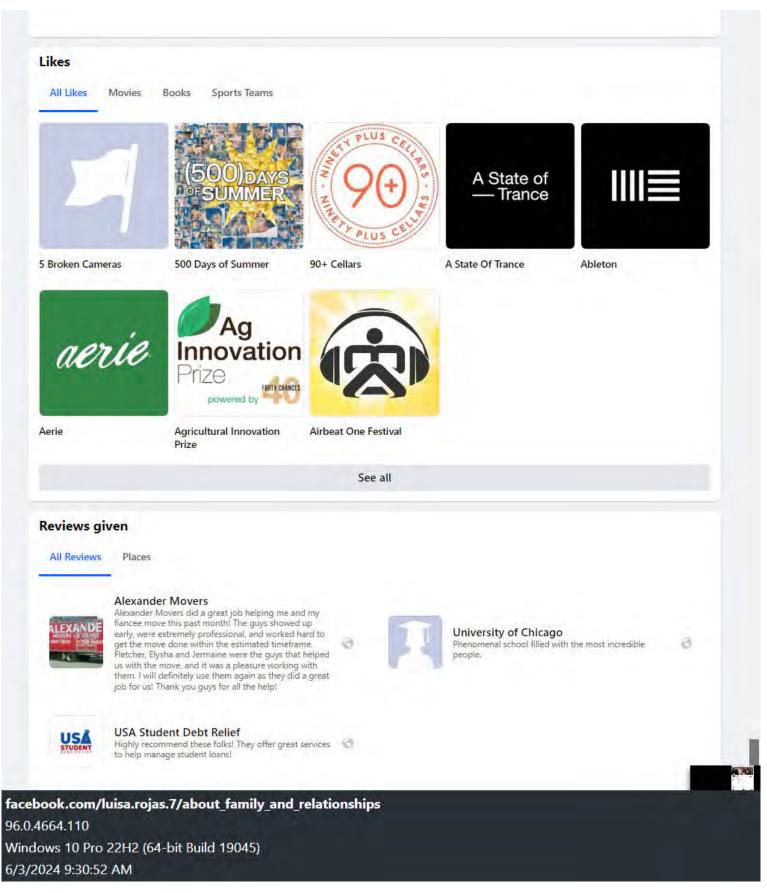
No Read to show

Carson Attachment T, Page 2 of 4

8

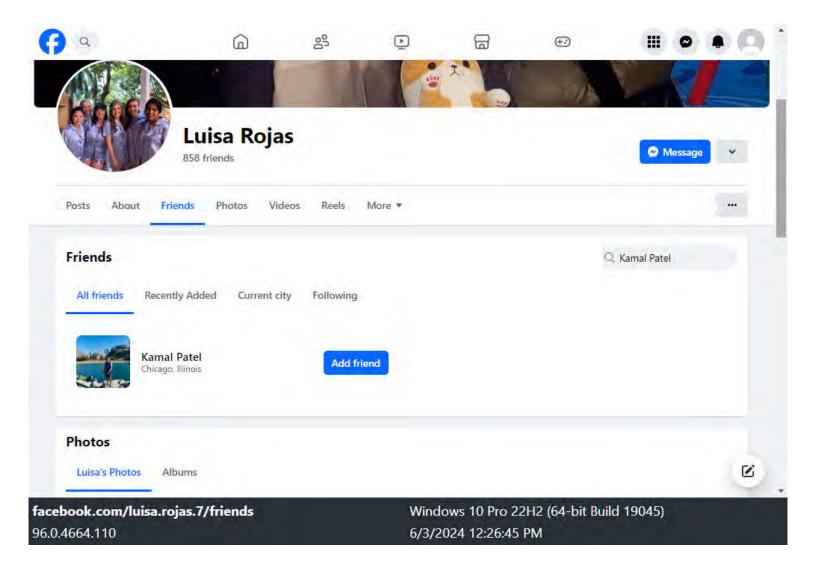
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Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 13 of 189 Page 231 of 407 Page 231 of 407

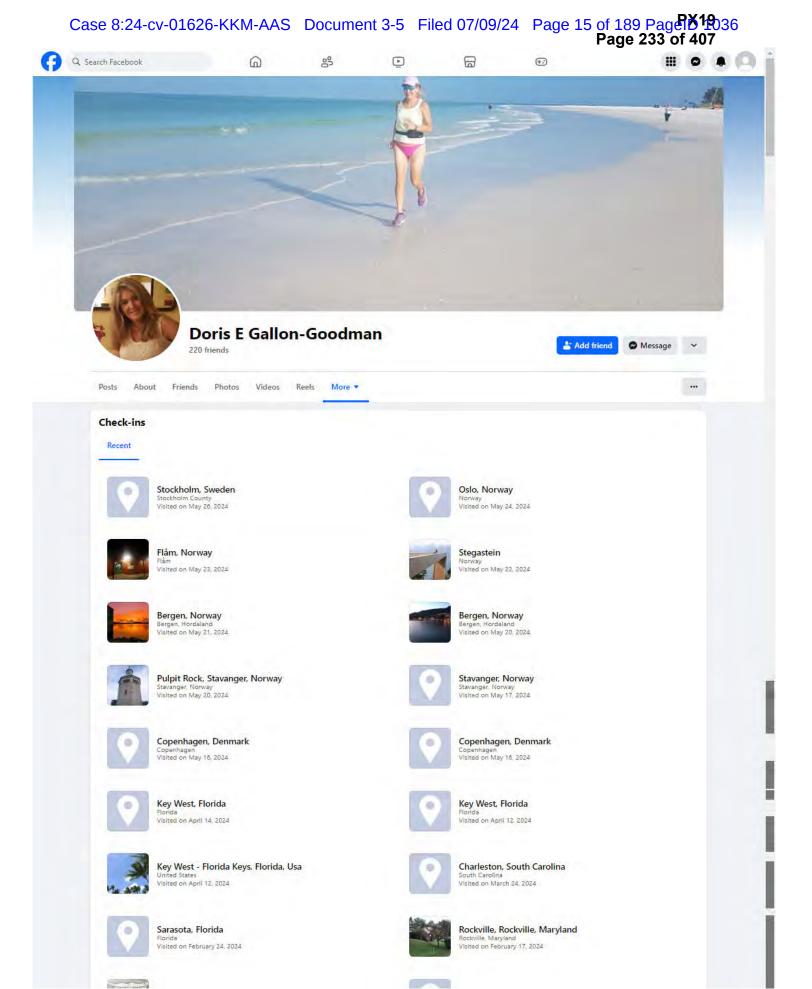


Carson Attachment T, Page 3 of 4

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 14 of 189 Page 232 of 407



Carson Attachment T, Page 4 of 4



Carson Attachment U, Page 1 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 16 of 189 Page 134 037 Page 234 of 407



Downtown Sarasota Art & Craft Festival Sarasota, Florida Visited on February 10, 2024



Sarasota, Florida Visited on January 27, 2024



Home Sweet Home isited on December 29, 2023



Sarasota, Florida Visited on December 22, 2023



Home Sweet Home on December 9, 2023



Siesta Key Beach Visited on October 31, 2023



The Bay Sarasota Sarasota, Florida Visited on October 22, 2023



Québec City - Québec CANADA Canada Visited on October 7, 2023



Praga, Czech Republic Visited on September 10, 2023



Budapest, Hungary Budapest, Hungary Visited on September 5, 2023



Istanbul, Turkey isited on September 2, 2023



Lido Beach St. Armands Circle Sarasota, Florida Visited on August 29, 2023



Colombia d on August 19, 2023



The Wharf DC Washington D.C. Visited on July 16, 2023



12

Siesta Key, Florida Visited on July 3, 2023



Sarasota, Florida

Cali, Colombia



Visited on January 1, 2024



Sarasota Bay in Sarasota, FL Sarasota, Florida Visited on December 26, 2023

uary 4, 2024



Element: Steak Seafood Pasta /isited on December 20, 2023



Sarasota, Florida Visited on November 26, 2023



Amelie Arena lisited on October 29, 2023



Sarasota, Florida Visited on October 19, 2023



Sarasota, Florida Visited on September 28, 2023



Vienna, Austria Vienna, Austria Visited on September 7, 2023



Istanbul, Turkey Visited on September 3, 2023



Sarasota, Florida Visited on August 30. 2023



Bogotá, Colombia Distrito Especial, Colonizati Visited on August 20, 2023



Sarasota, Florida Visited on July 22, 2023



Georgetown, Washington, D.C. United States Visited on July 15, 2023



Sarasota, Florida Visited on July 1, 2023

Carson Attachment U, Page 2 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 17 of 189 Page 235 of 407



French Quarter, New Orleans Lousiana United States Visited on June 18, 2023



French Quarter, New Orleans Lousiana Visited on June 16, 2023

Chicago, Illinois

Visited on May 21, 2023

Sarasota, Florida

Sarasota, Florida

Visited on April 14, 2023

Barcelona, Spain Visited on March 15, 2023

Porto, Portugal

Lisbon, Portugal

Sarasota, Florida

Chicago, Illinois

Doris E Gallon-Goodman

Visited on November 5, 2022

Visited on Uctober 9, 2022

G

3

Visited on January 13, 2023

Lisbon, Portugal Visited on March 11, 2023

Visited on March 13, 2023

Barcelona, Catalunya, España

Visited on April 27, 2023

Sarasota Farmers Market Sarasota, Florida Visited on May 13, 2023



Sarasota Yacht Club Sarasota, Florida Visited on May 24, 2023



Chicago, Illinois Visited on May 19, 2023



Sarasota, Florida Visited on May 6, 2023



Selby Gardens - Marie Selby Botanical Gardens Sarasota, Florida Visited on April 16, 2023



Monserrat, España sited on March 16, 2023



Obidos Portugal Portugal Visited on March 14, 2023

Lisbon, Portugal



Lisbon, Portugal Visited on March 12, 2023



Bogotá, Colombia Visited on February 12, 2023.



Chicago, Illinois Visited on November 6, 2022



Villa De Leiva, Boyaca, Colombia loyaca, Colombia /isited on October 23, 2022 8 (÷.)

••••

Washington D.C. isited on September 17, 2022

Q. Search Facebook

Cali, Colombia Maracay, Valle Del Cauca, Colombia Visited on August 25, 2022



Olympia National Forest Crescent, Washington Visited on May 30, 2022

Sarasota, Florida /isited on September 11, 2022



Charleston, South Carolina Visited on July 24, 2022

visited on September 16, 2022



Seattle, Washington Visited on May 30, 2022.

Carson Attachment U, Page 3 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 18 of 189 Page 236 of 407



Olympia National Forest Crescent, Washington Visited on May 29, 2022

Bogotá, Colombia Distrito Especial, Colombia Visited on May 8, 2022



Historic Burns Court Shopping Sarasota, Florida Vísited on April 16, 2022







Rodeo Drive, Beverly Hills Beverly Hills, California Visited on March 12, 2022



Anaheim, California California Visited on March 10, 2022



Rooftop Pool at the Art Ovation Hotel Sarasota. Florida Visited on December 22, 2021



Siesta Key, Florida Florida Visited on December 11, 2021



Sarasota, Florida Florida Visited on October 30, 2021



The Morton Arboretum Lisle, Illinois Visited on October 16, 2021



Philadelphia, Pennsylvania Pennsylvania Visited on September 25, 2021



Bogotá, Colombia Distrito Especial, Colombia Visited on August 29, 2021



Sarasota, Florida Florida Visited on July 25, 2021



Home Sweet Home Visited on July 10, 2021



Siesta Key Beach Siesta Key, Florida Visited on June 6, 2021



GARDENS

Selby Gardens - Marie Selby Botanical Gardens Sarasota, Florida Visiteo on April 23, 2022



Starbucks Reserve Roastery New York New York: New York Visited on April 10, 2022



Malibu Beach Along PCH Los Angeles, California Visited on March 12, 2022



Anaheim, California California Visited on March 11, 2022



Home Visited on December 26, 2021



Van Wezel Performing Arts Hall Sarasota, Florida Visited on December 18, 2021



Santiago de Cali Valle del Cauca, Colombia Visited on November 11, 2021



Chicago, Illinois Illinois Visited on October 17, 2021



Morgan's Pier Philadelphia, Pennsylvania Visited on September 25, 2021



Philadelphia, Pennsylvania Pennsylvania Visited on September 24, 2021



Legacy Trail Sarasota, Florida Visited on August 1, 2021



Kelly Park/Rock Springs Apopka, Florida Visited on July 24, 2021



Bayfront Park Sarasota, Florida Visited on June 12, 2021



Siesta Key Beach Siesta Key, Florida Visited on May 16, 2021

Carson Attachment U, Page 4 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 19 of 189 Page 12040 Page 237 of 407



Washington D.C. United States Visited on March 14, 2021



Skyline Bridge St Peterburg Saint Petersburg, Florida Visited on February 20, 2021







Sarasota, Florida Florida Visited on February 13, 2021



Lido Key Sarasota County, Florida Visited on January 17, 2021



Siesta Key Beach Siesta Key, Florida Visited on December 5, 2020



Home Visited on November 28, 2020



Siesta Key Beach Siesta Key, Florida Visited on October 30, 2020



Siesta Key, Florida Florida Visited on October 19, 2020



Siesta Key, Florida Florida Visited on September 20, 2020



Home Visited on September 12, 2020



Siesta Key, Florida Florida Visited on August 29, 2020



Siesta Key, Florida Florida Visited on August 23, 2020



Siesta Key Beach Siesta Key, Florida Visited on August 9, 2020 Bogotá, Colombia Distrito Especial. Colombia Visited on March 27, 2021



Washington D.C. United States Visited on March 13, 2021



Home Visited on February 14, 2021



Home Visited on February 13, 2021



Home Visited on February 6, 2021



Sarasota, Florida Florida Visited on November 29, 2020



Home Visited on November 19 2020



Siesta Key Beach Siesta Key, Florida Visited on October 24, 2020



Lake Michigan, Chicago Lakefront Chicago, Illinois Visited on September 25, 2020



Home Visited on September 19, 2020



Home Visited on September 8, 2020



Home Visited on August 25, 2020



Bayfront Park Sarasota, Florida Visited on August 15, 2020



Siesta Key, Florida Florida Visited on August 2, 2020

Carson Attachment U, Page 5 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 20 of 189 Page 238 of 407



Home Visited on July 23, 2020



Bayfront Park Sarasota, Florida Visited on July 7, 2020



Home Visited on June 29, 2020



Field Club Sarasota, Florida Visited on June 26, 2020



Home d on June 21, 2020



Sarasota, Florida Visited on June 14, 2020



Bayfront Sarasota County, Florida Visited on June 12, 2020



Sarasota, Florida Florida Visited on June 7, 2020



Home Visited on June 1, 2020



Sarasota, Florida Visited on May 25, 2020



Home Visited on May 22, 2020



Home isited on May 20, 2020



Siesta Key, Florida Visited on May 17, 2020



John Ringling Causeway Sarasota, Florida Visited on May 15, 2020





Siesta Key, Florida

Florida Visited on July 26, 2020

Home Visited on July 5, 2020



Sarasota, Florida Florida Visited on June 28, 2020



Sarasota, Florida





Home sited on June 13, 2020



Bayfront Park & Marina/Island Park Sarasota, Florida Visited on June 9, 2020



John Ringling Causeway Sarasota, Florida Visited on June 6, 2020



Sarasota, Florida Visited on May 31, 2020



Sarasota, Florida Florida Visited on May 23, 2020



Visited on May 21, 2020



Visited on May 18, 2020



Sarasota, Florida Visited on May 14, 2020

Carson Attachment U, Page 6 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 21 of 189 Page 239 of 407



Sarasota, Florida Visited on May 9, 2020

Home Visited on May 3, 2020



Home isited on May 2, 2020



Home Visited on April 26, 2020



St. Armands Circle Sarasota, Florida Visited on April 22, 2020



Home Visited on April 19, 2020



Sarasota, Florida Visited on April 14, 2020



Sarasota, Florida Visited on April 9, 2020



Bayfront Park arasota, Florida isited on April 8, 2020



Bayfront Park & Marina/Island Park Sarasota, Florida Visited on March 25, 2020



Sarasota Farmers Market Sarasota, Florida Visited on February 22, 2020



Twin Lakes Park Sarasota, Florida Visited on December 21, 2019



Hotel Boutique Casa Pestagua Cartagena, Colompia Visited on November 22, 2019



Nathan Benderson Park Sarasota, Florida Visited on September 21, 2019

Visited on May 10, 2020

Sarasota, Florida



0

Lido Key Sarasota County, Florida Visited on May 3, 2020



Ken Thompson park Sarasota, Florida Visited on May 2, 2020



John Ringling Causeway Sarasota, Florida Visited on April 25, 2020



Siesta Key, Florida Florida Visited on April 21, 2020



Home Visited on April 18, 2020



Siesta Key, Florida Visited on April 13, 2020



Siesta Key, Florida Visited on April 9, 2020



Sarasota, Florida Visited on April 5, 2020



Siesta Key, Florida Visited on March 25, 2020



Siesta Key Beach Siesta Key, Florida Visited on January 19, 2020



Nathan Benderson Park Sarasota, Florida Visited on November 28, 2019



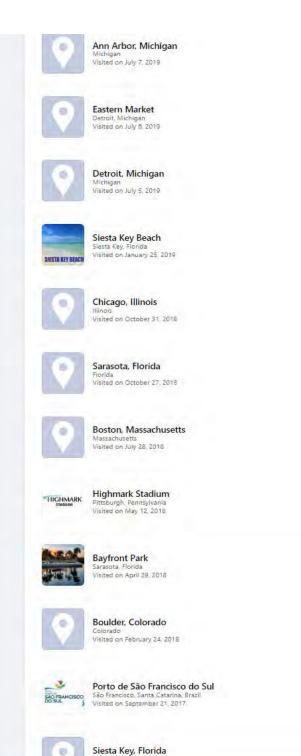
Laishley Park Punta Gorda, Florida Visited on October 5, 2019



Chicago, Illinois Visited on August 11, 2019

Carson Attachment U, Page 7 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 22 of 189 Page 240 of 407



Windows Explorer

10.0.19041.4474



Hamtramck, Michigan Visited on July 5, 2019

Windsor, Ontario



Nathan Benderson Park Visited on February 16, 2019



Clearwater, Florida Florida Visited on November 3, 2018



Siesta Key Beach Siesta Key, Florida Visited on October 28, 2018



San Diego, California Visited on October 21, 2018



University of Pittsburgh Visited on May 13, 2018



Pittsburgh, Pennsylvania Pennsylvania Visited on May 12, 2018



Rocky Mountain National Park



Fortaleza, Brazil Ceará Visited on September 24, 2017



Baltimore Convention Center

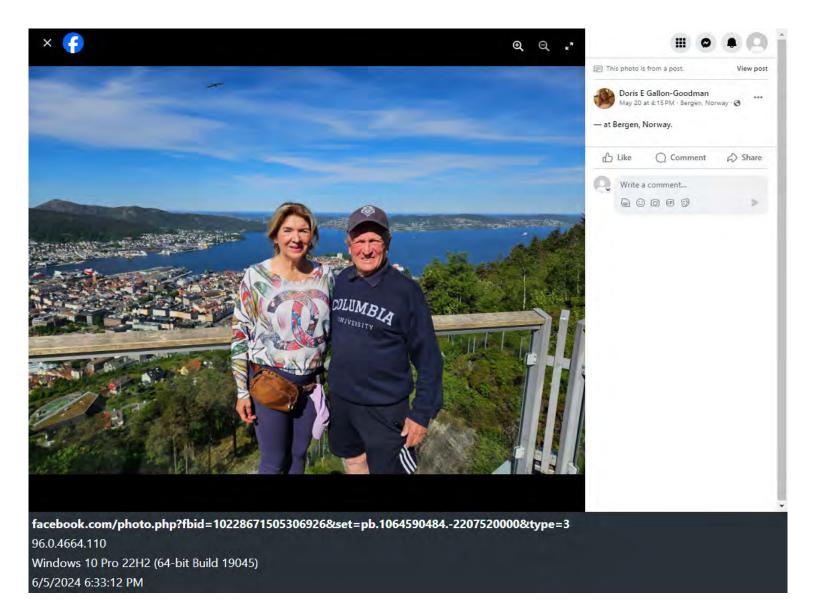
Summer Fancy Food Show - New York 2017

Windows 10 Pro 22H2 (64-bit Build 19045)

6/5/2024 6:30:17 PM

Carson Attachment U, Page 8 of 10

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 23 of 189 Page 241 of 407



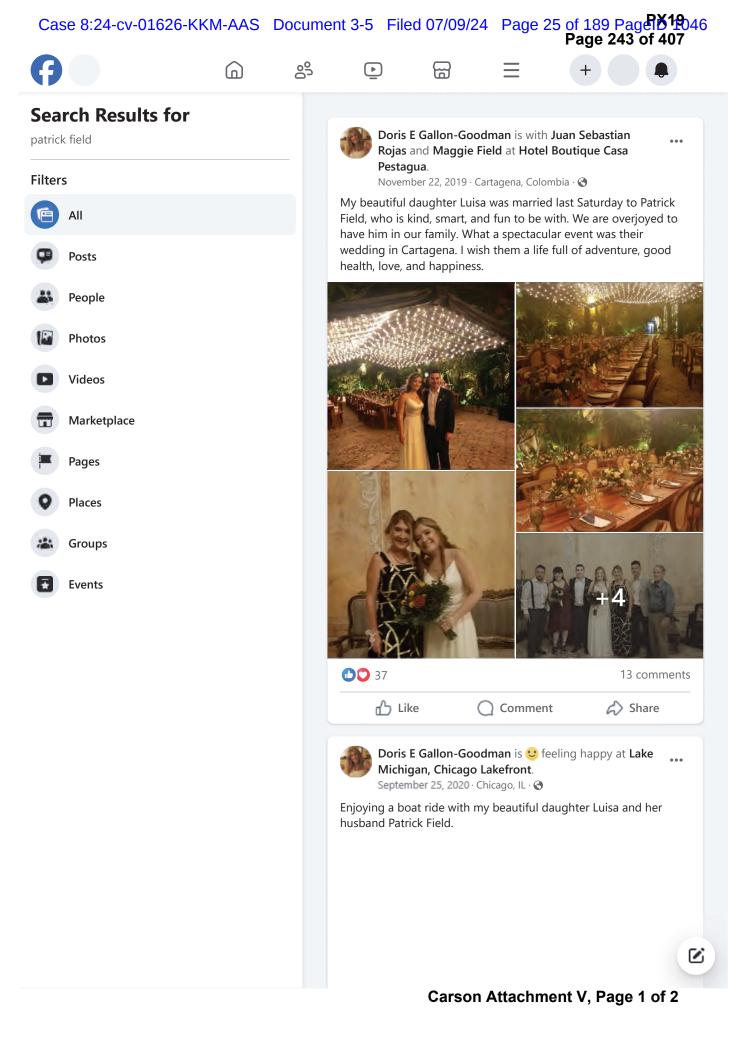
Carson Attachment U, Page 9 of 10

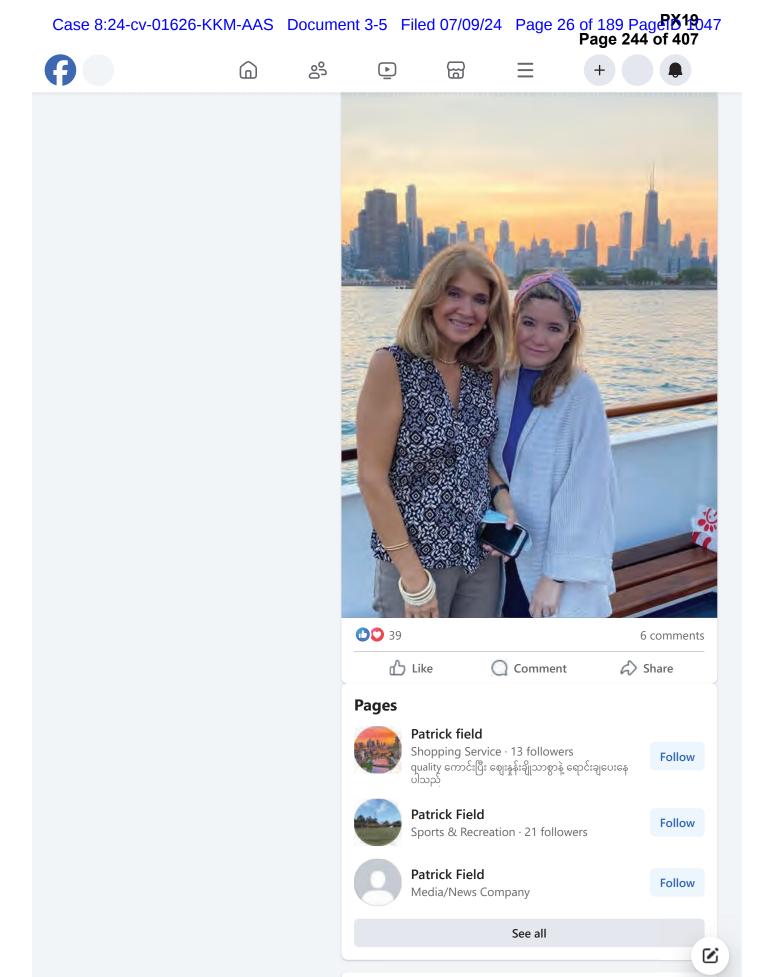
Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 24 of 189 Page 242 of 407



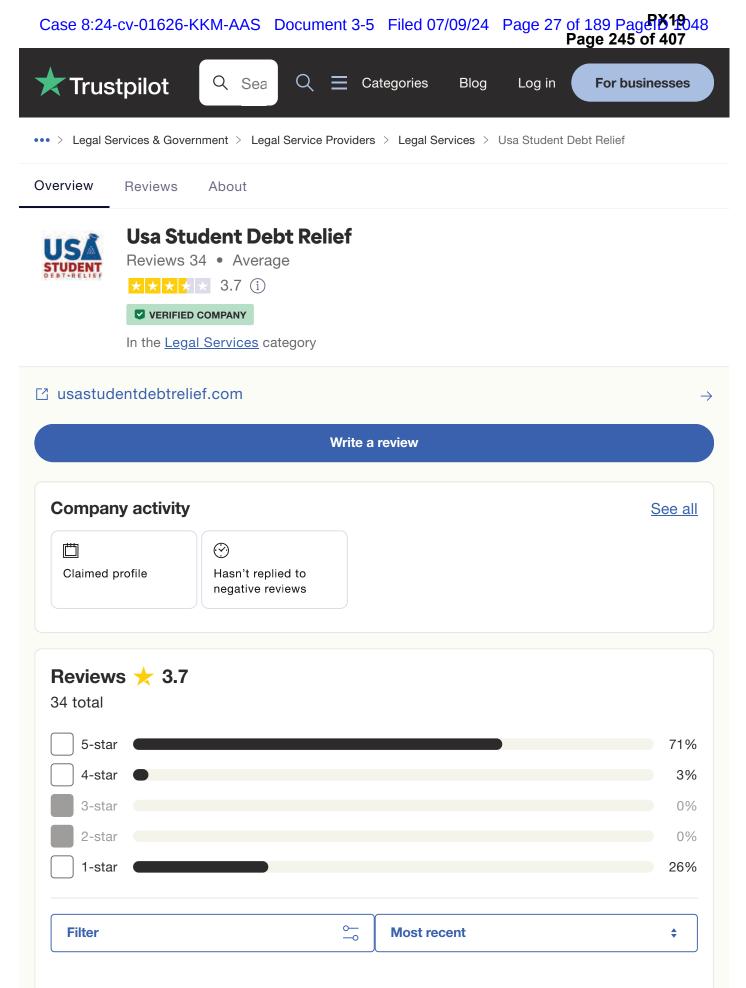
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Carson Attachment U, Page 10 of 10

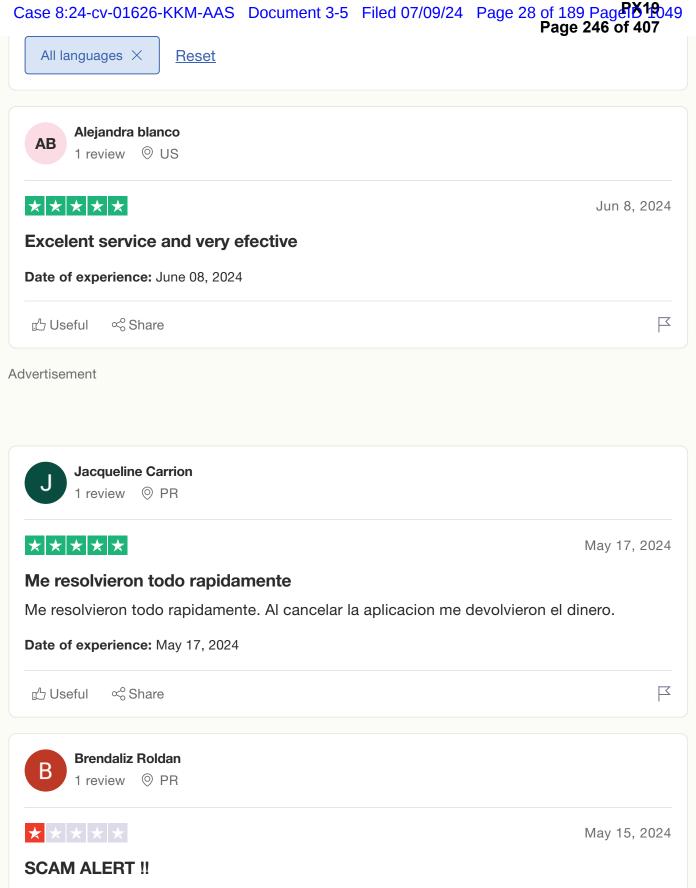




Carson Attachment V, Page 2 of 2

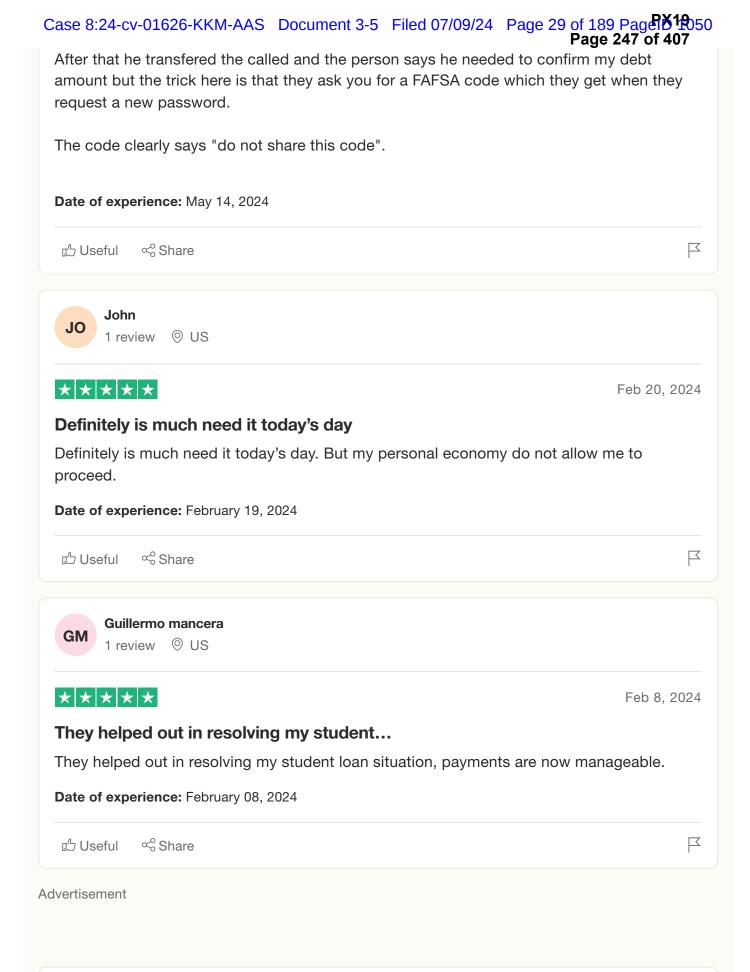


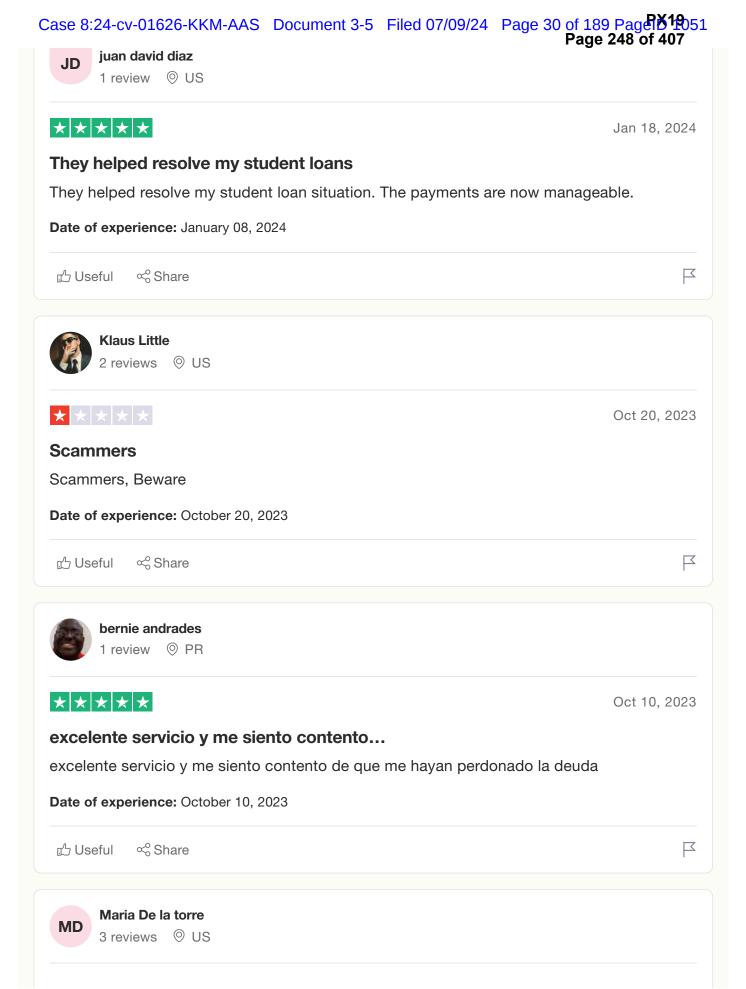
Carson Attachment W, Page 1 of 19

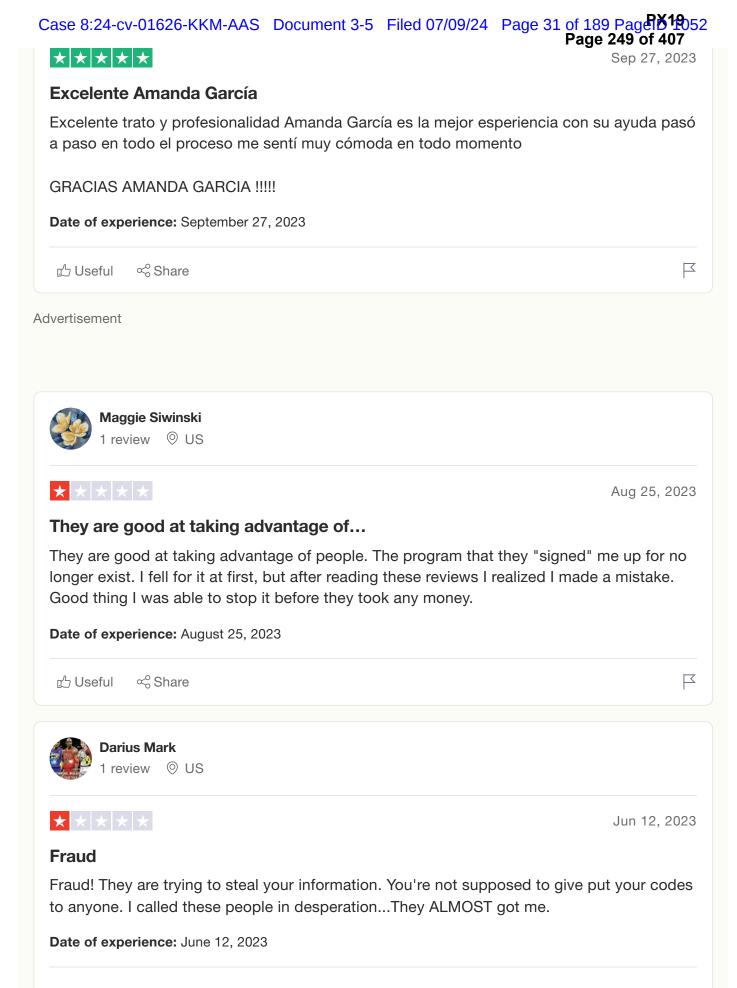


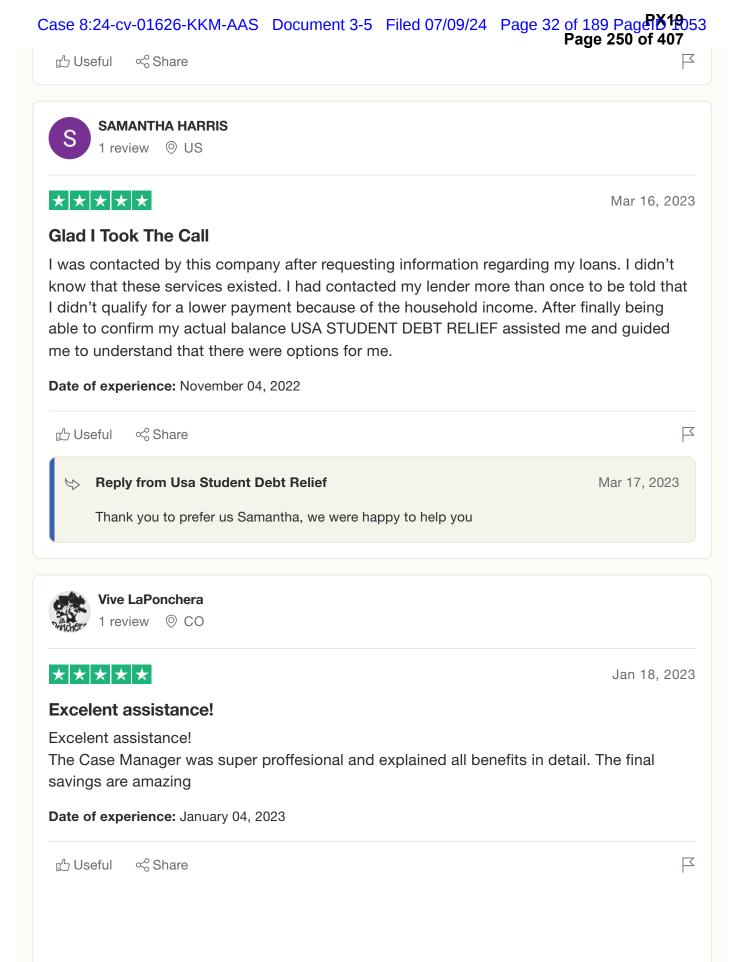
They call you to review your federal loans information and see if you qualify for loan forgiveness. He identified as Phillip and he had my name, email and date of birth. He asked me if I was studying, if I had bankrupcy and If I had more than \$3K in debt.

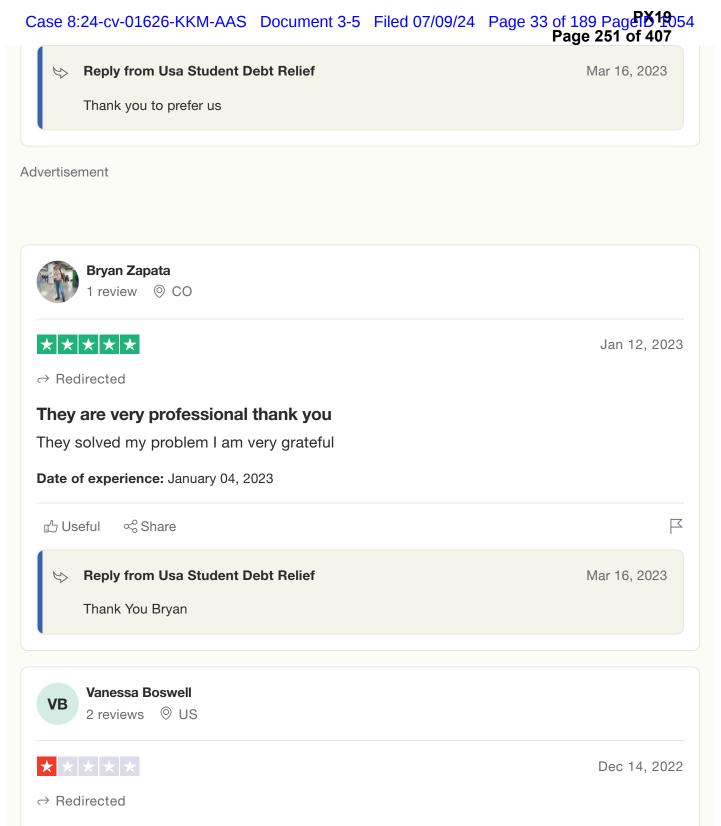
Carson Attachment W, Page 2 of 19







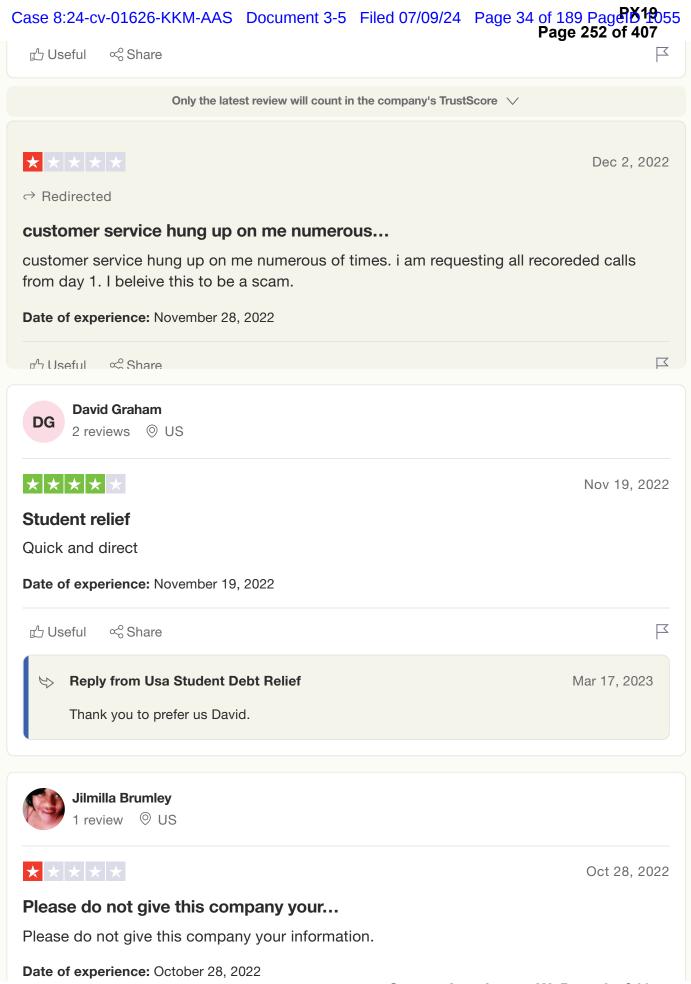




Andrew Walker and Richard Gray are...

Andrew Walker and Richard Gray are unprofessional lack transparency and scam people as a 3 rd party. I highly urge you to do your diligence.

Date of experience: December 14, 2022





JT Tarran Kemp 2 reviews O US



Oct 19, 2022

 \Box

Identity Bait and Switch

I initially received a call that was spoofing a local number to the npa-nxx of my cell. When I answered, the original gentleman indicated he was with the Federal Student Loan program to help pre-qualify me for loan forgiveness and then asked me 3 questions and then passed me to a "case manager".

This case manager, whose name is Kevin, was very professional and said he was with USA Student Debt Relief to help with the application process, so I thought maybe the Federal Government was using sub-contractors to assist, since they do with other areas of the Government I proceeded with the call. As we talked for another couple of minutes, he asked my household size. I explained that my federal tax return it is one, he said no, how many live in your house. I said that is odd since all Federal income programs go off the dependents on the tax return, not who lives there. He said they weren't with the Federal government, this was different.

I told him I wanted to stop the conversation immediately. I explained to him that the person that transferred me to him indicated he was with the Student Loan Program for the DOE and I was no longer comfortable talking to him.

He thanked me for my time, but since they misrepresented themselves to start with, I have 0 faith in their ethics as a company.

Date of experience: October 19, 2022

🖒 Useful **1** 🛛 🗠 Share

CS

Coralys Serrano 1 review © PR

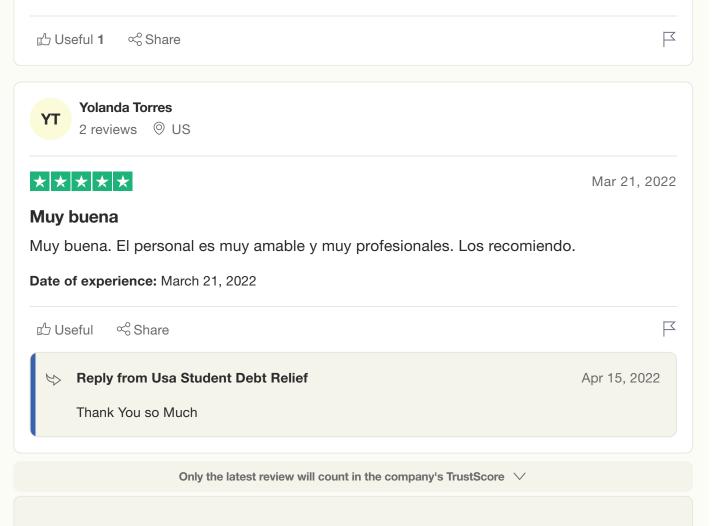


→ Redirected

FRAUD RED FLAG...

Honestly I was desperate regarding information about Biden's student loan relief. I wrote my information, so they can call me. Suddenly they called, less than 30 minutes since I sent my info. They started asking me the same questions I already answered, then the red flag came when they asked me for a code I received in my phone. I hung up confused. When I investigate, they were trying to get into my FAFSA user by using the Forgot My Password process, in order to change my password and steal my user for them, to do god who knows with it. Be careful to who you give sensitive information. This page wants to make fraud out of your desperation.

Date of experience: September 28, 2022





Jan 18, 2022

Oct 5, 2022

Recomiendo esta compañía

Recomiendo esta compañía. Realmente ayudan a la persona a buscar las mejores soluciones a los problemas para poder pagar los préstamos estudiantiles. Estoy

Carson Attachment W, Page 10 of 19

Advertisement

About Usa Student Debt Relief

Information written by the company

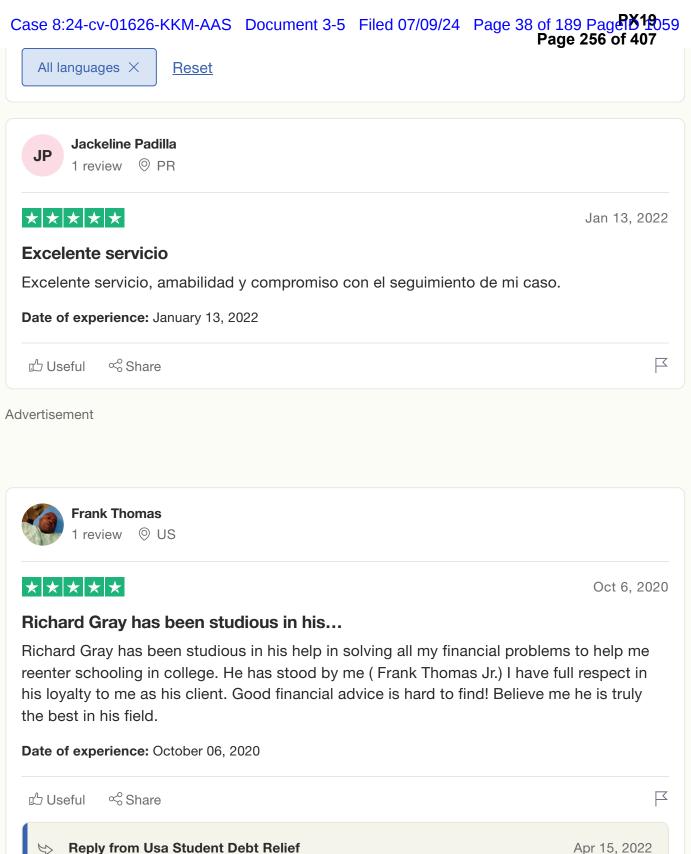
USA Student Debt Relief is an aid student loan holders with information on their loan's status and helps them by preparing documents for the various programs available through the Department of Education and their loan services.

Contact

- (a) info@usastudentdebtrelief.com
- & <u>(877) 871-6116</u>
- 14 12 Pine Bay Drive, Sarasota FL 34231, USA.
 34234
 Florida
 United States

Category (i)

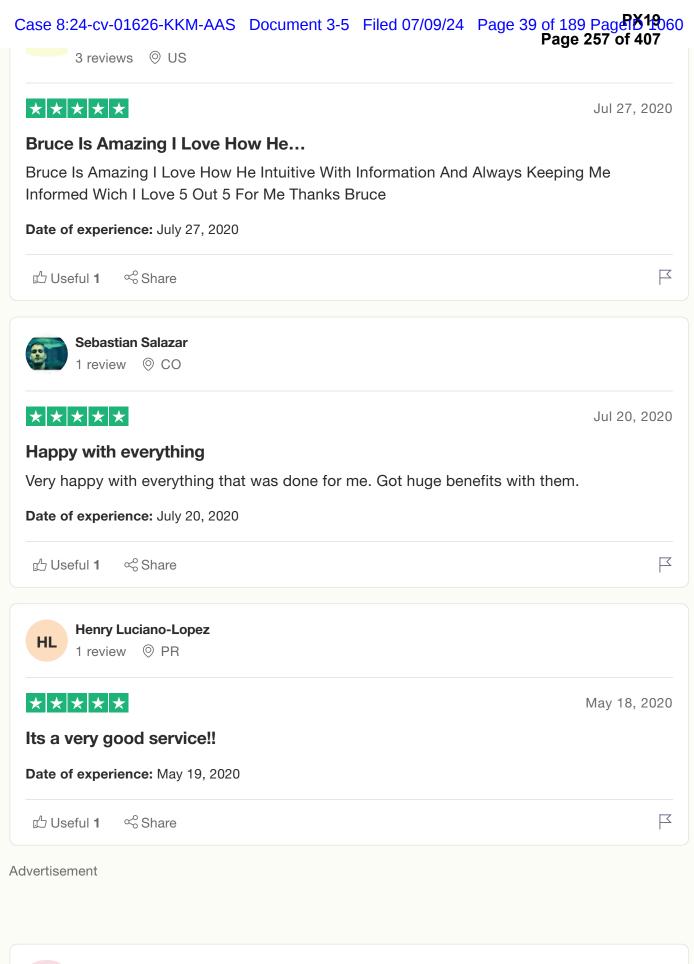
Legal Services



Thank you Richard happy to help you

Apr 15, 2022

CP



hUBERT AFFO

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 40 of 189 Page 258 of 407

HA 5 reviews \odot US

* * * * *

May 13, 2020

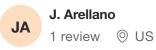
 \square

Good costumer service he helping me for...

Good costumer service he helping me for all my papers work and i appreciate that for the jobs he do for me ma god bless him thank you .

Date of experience: May 13, 2020

🖒 Useful 1 🛛 🗠 Share



\star \star \star \star

Updated Sep 19, 2020

I've been meaning to get in a better...

I've been meaning to get in a better situation with my outstanding student loan debt. Can be overwhelming when looking at those figures. The representative was very clear, informative, and genuine. Was a pleasure to speak with someone who cared . I'm very happy with my experience. Thank you very much!

```
Date of experience: May 12, 2020
```

🖞 Useful 1 🛛 🗠 Share



\star \star \star \star

May 8, 2020

 \square

I'm very happy with you guys

I'm very happy with you guys. And a major key factor why I'm happy is that your team understood the unfortunate payment issue i recently had happened and immediately started helping instead of not caring. Thank you

Date of experience: May 09, 2020

🖞 Useful **1** 🛛 🗠 Share

Carson Attachment W, Page 14 of 19

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Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 41 of 189 Page 259 of 407 Page 259 of 407

Mayda Morales 1 review © US

\star \star \star \star \star

May 7, 2020

Apr 24, 2020

 \square

Bruce Mendez was a great contribution...

Bruce Mendez was a great contribution to my problem with my student loan, he really was a professional, I thank him very much for the patience that he explained to me each one of the processes, it was all the same as I explain it and I am very happy with the help he gave, he gave me A lot of peace, since the idea of not being able to pay my student loan had me very stressed. This really is a serious and respectful company. Thanks Bruce.

Date of experience: May 07, 2020

ம் Useful 1	∝ Share	Г
dvertisement		



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Ernest Cherriokee 1 review © US



5 Stars

I am very happy to report the positive and professional treatment I've received. My representative Mr. Richard Gray has been nothing less than an angel. Every time I call for any clarifications, he is expeditious in his response and very courteous. This entire process has been very stressful for me. However I truly feel well supported and represented. I truly recommend anyone to utilize their services.

Date of experience: April 24, 2020

🖒 Useful 1 🛛 🗠 Share

Valentina Monroy 1 review © CO

Carson Attachment W, Page 15 of 19

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 42 of 189 Page 8212063 Page 260 of 407 \star \star \star \star \star Mar 25, 2020 I am glad I trusted this company I am glad I trusted this company! Their knowledge when it comes to student loans have reduced my payments and saved me about 60% after they placed my loans under the income driven program Pay As You Earn which was the best option for me! Thanks to this company my payments are now income based and manageable! Highly recommended!! Date of experience: March 25, 2020 🖒 Useful 1 ∝ Share \Box carlos quirama CQ 1 review O CO \star \star \star \star Mar 25, 2020 This program has help me when it comes... This program has help me when it comes to working on my loans, I have realized how

helpful they are within keeping up to date on my student loans and my payments, thank you so much for the help! I recommend each and everyone to receive any information And may understand the help they provided me !

Date of experience: March 25, 2020

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Next page

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About Usa Student Debt Relief

Information written by the company

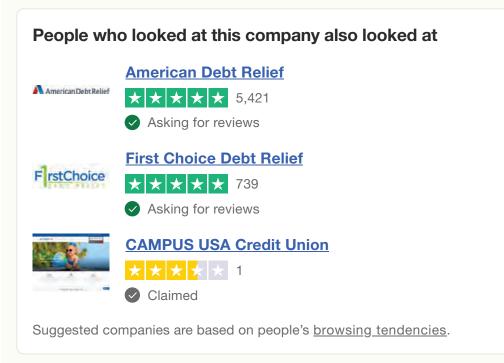
USA Student Debt Relief is an aid student loan holders with information on their loan's status and helps them by preparing documents for the various programs available through the Department of Education and their loan services.

Contact

- (a) info@usastudentdebtrelief.com
- & <u>(877) 871-6116</u>
- 14 12 Pine Bay Drive, Sarasota FL 34231, USA.
 34234
 Florida
 United States

Category (i)

Legal Services



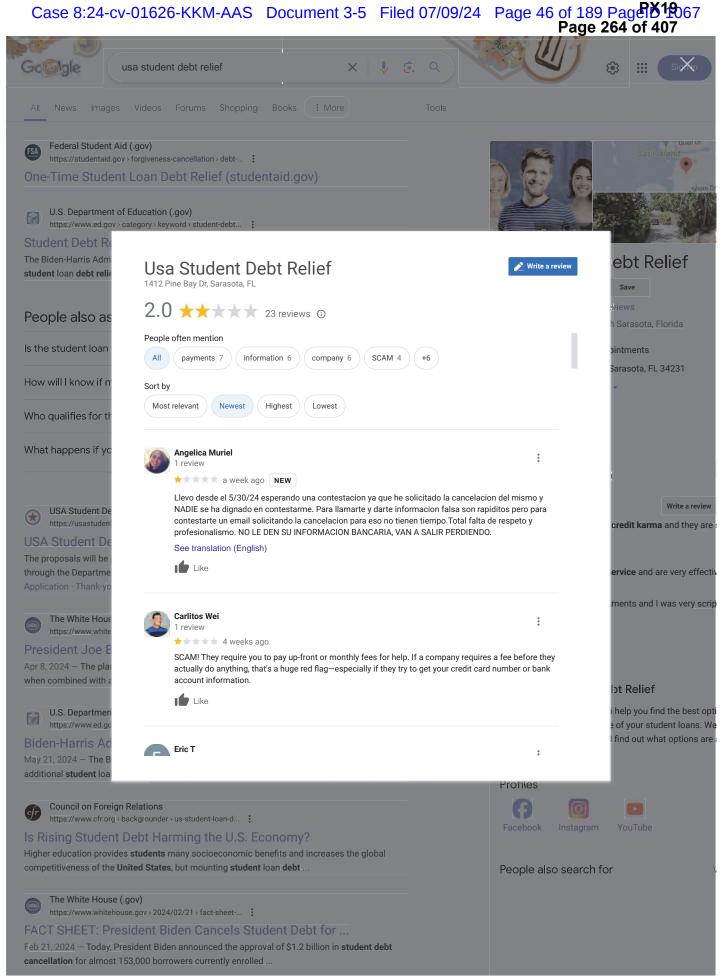
The Trustpilot Experience \star

We're open to all

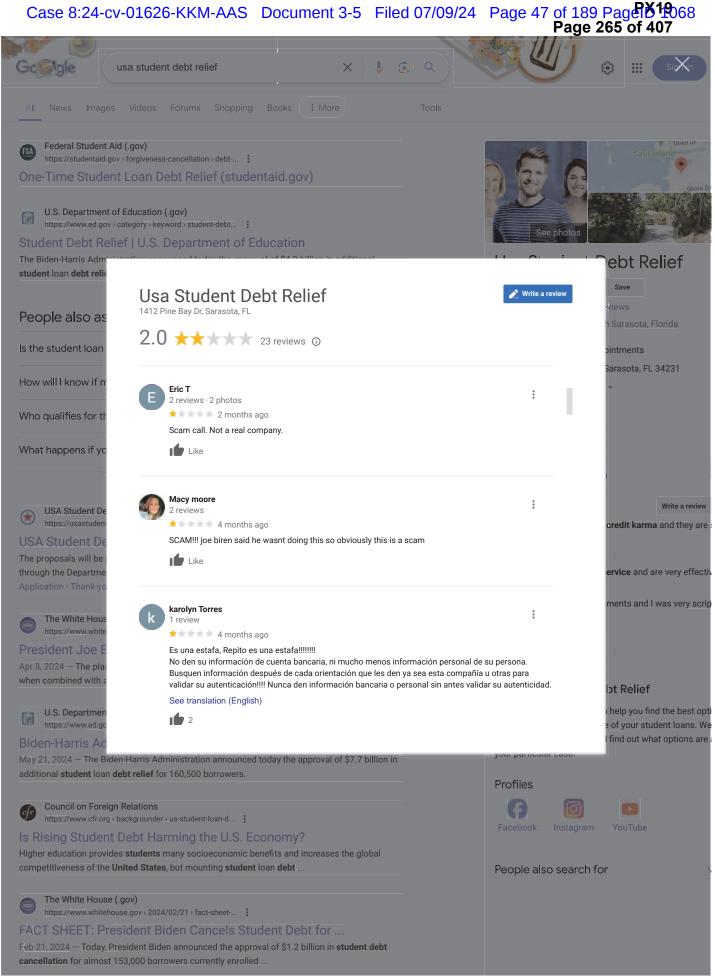
Carson Attachment W, Page 17 of 19

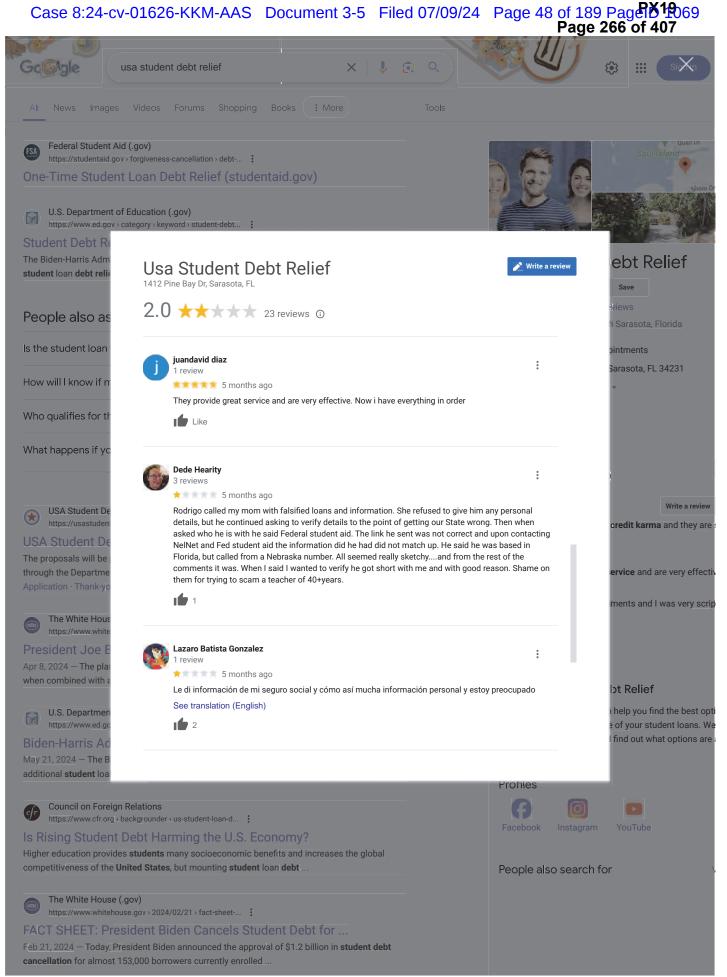
Case 8:24-cv-01626-KKM-AAS	Document 3-5	Filed 07/09/24	Page 44 of 189 Page 1012065 Page 262 of 407
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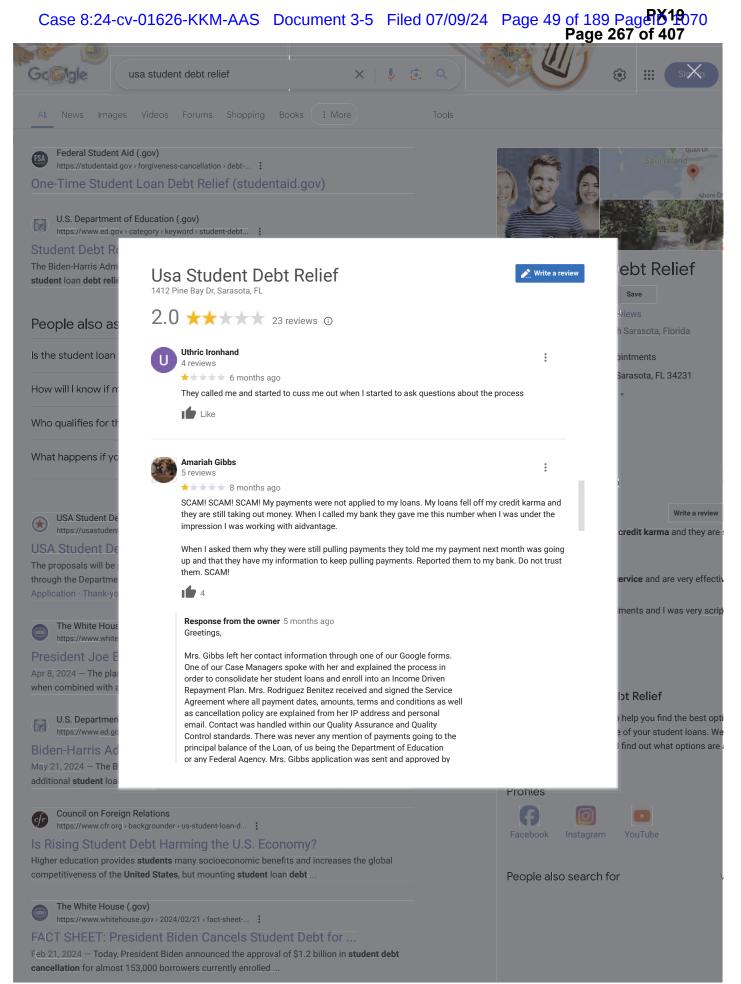
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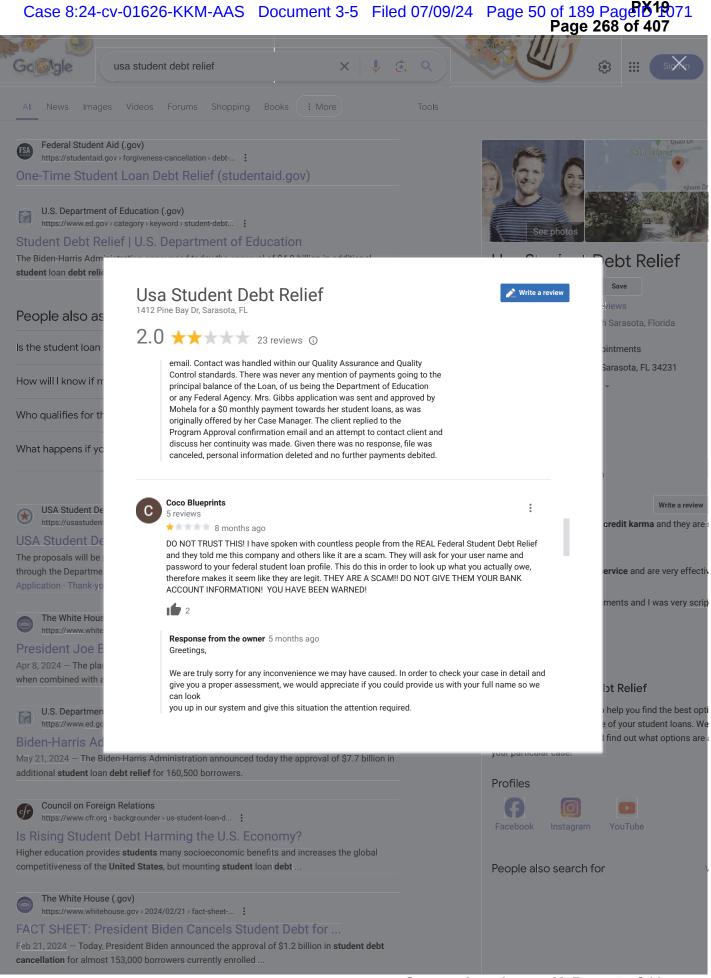


Carson Attachment X, Page 1 of 13

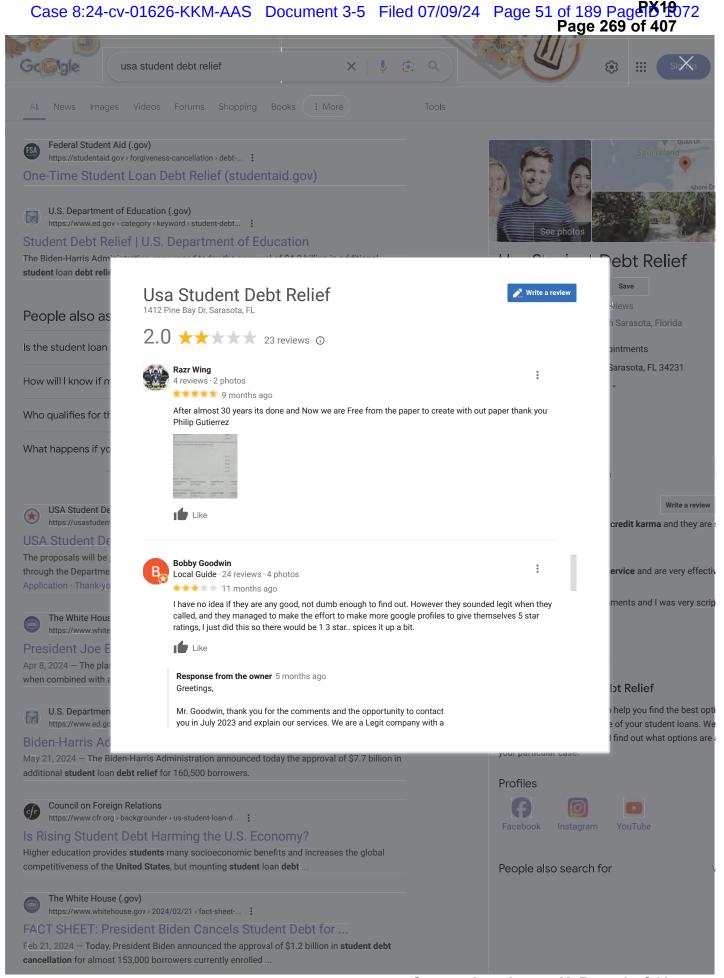


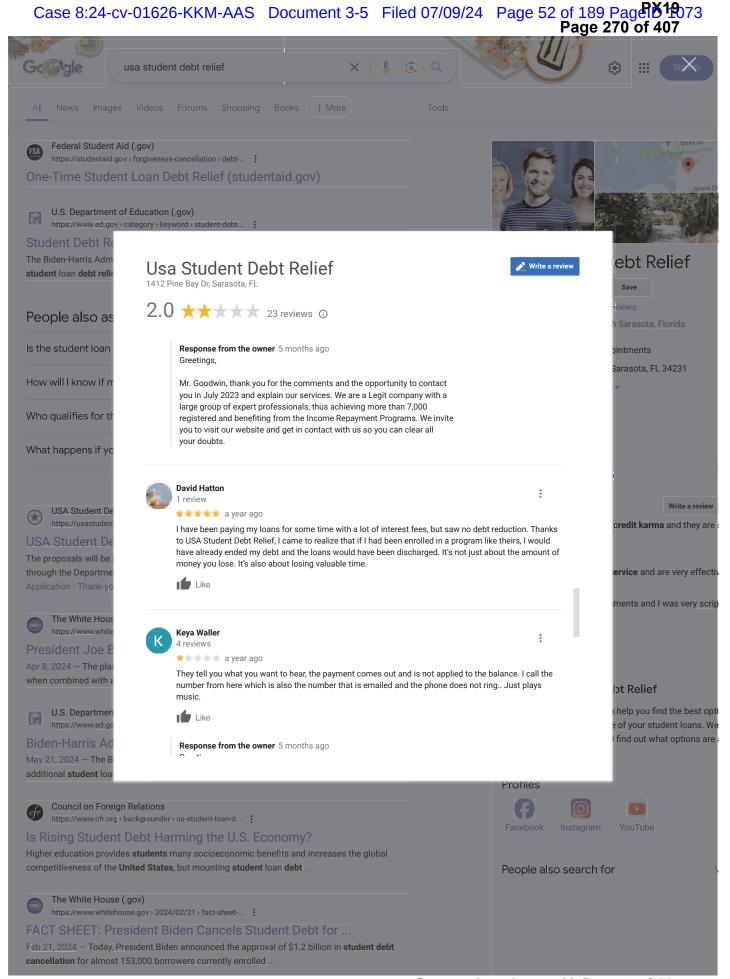


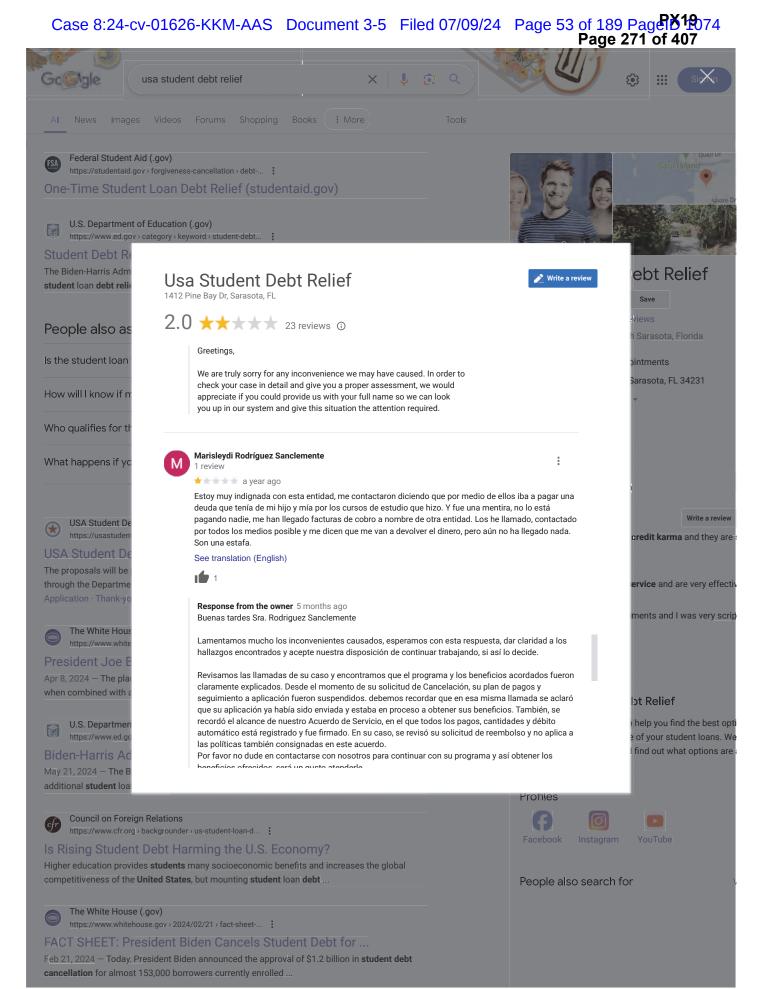




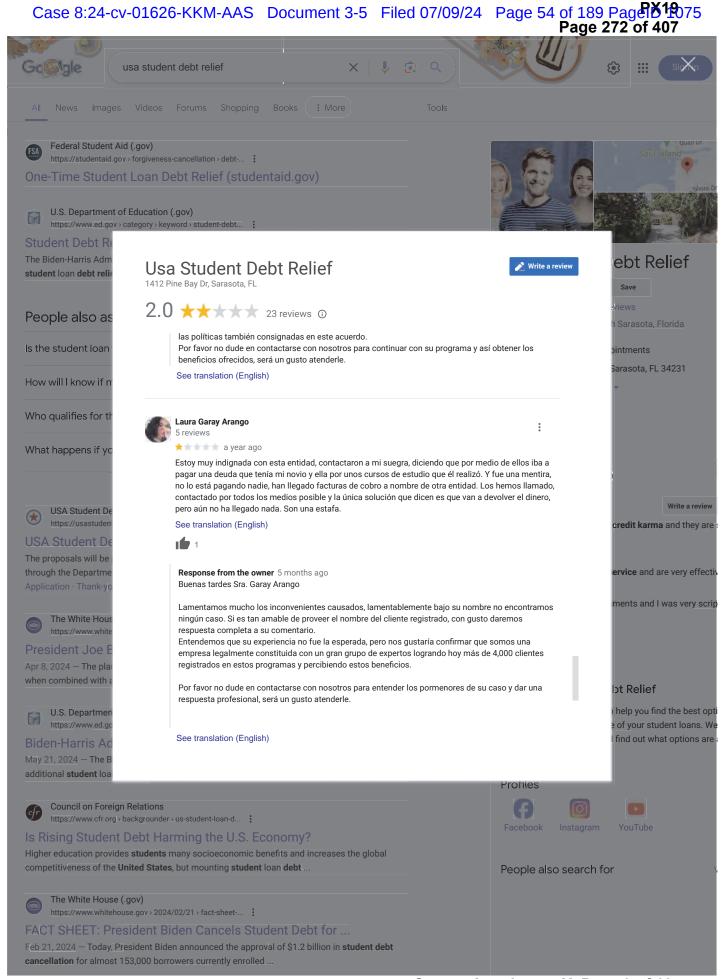
Carson Attachment X, Page 5 of 13

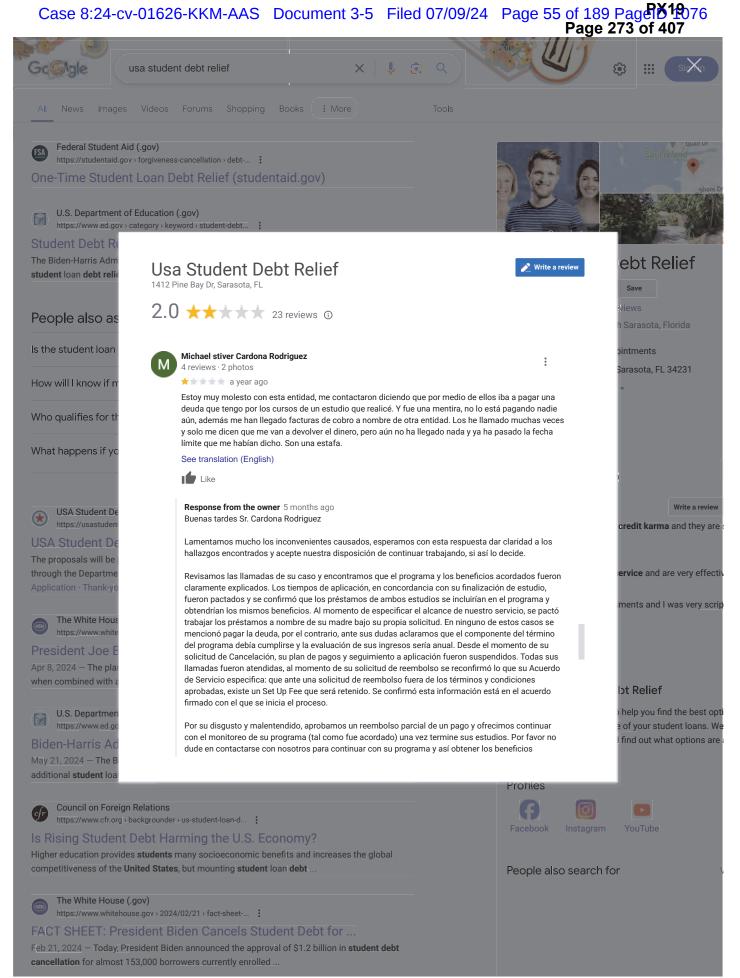


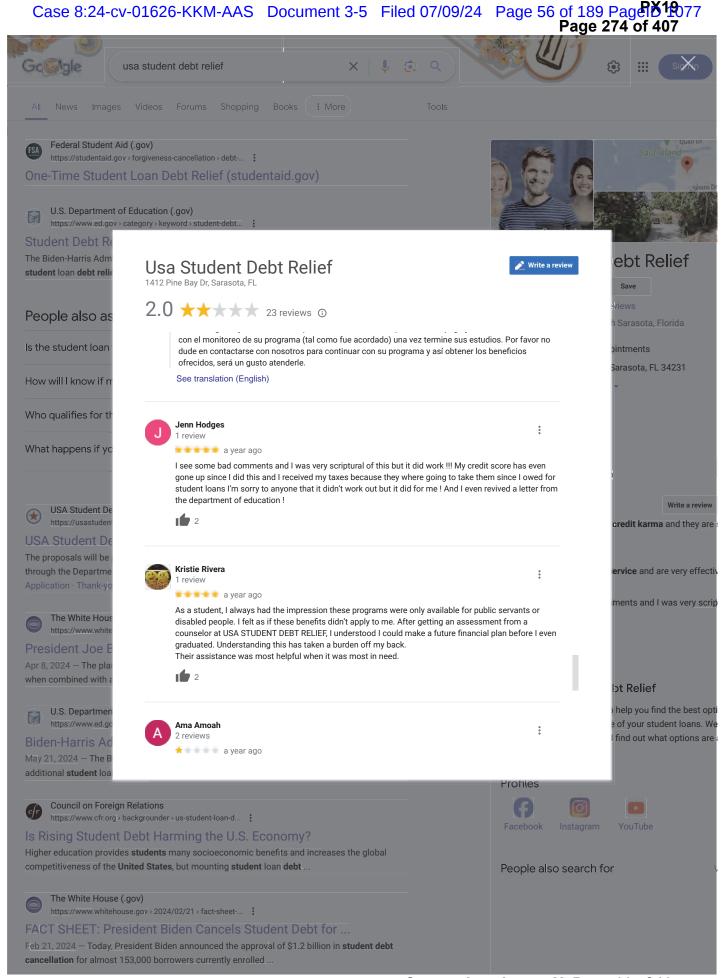


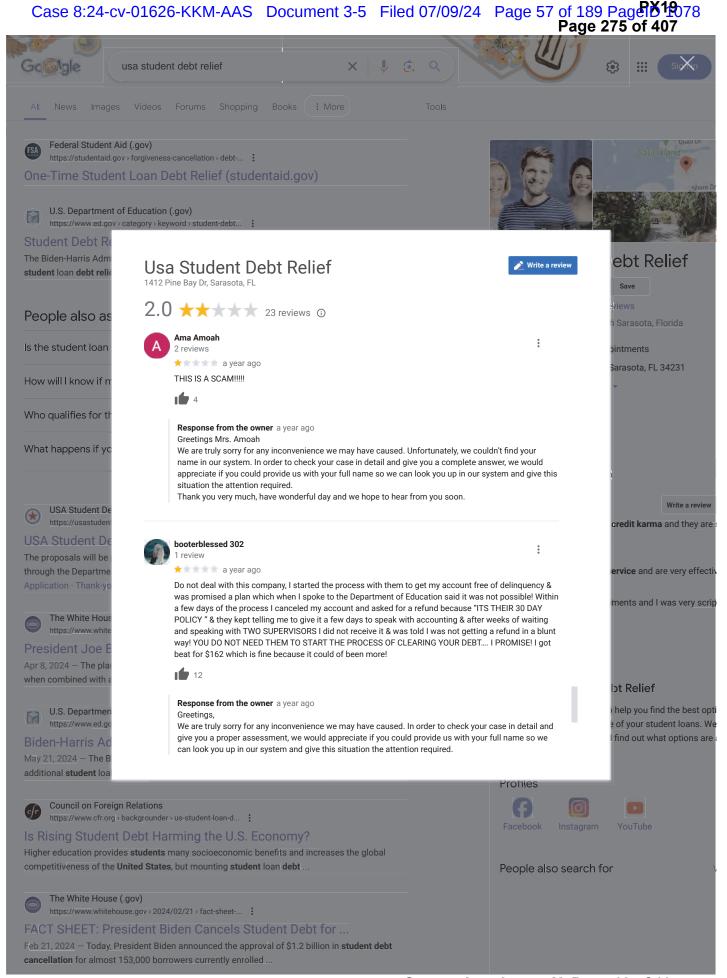


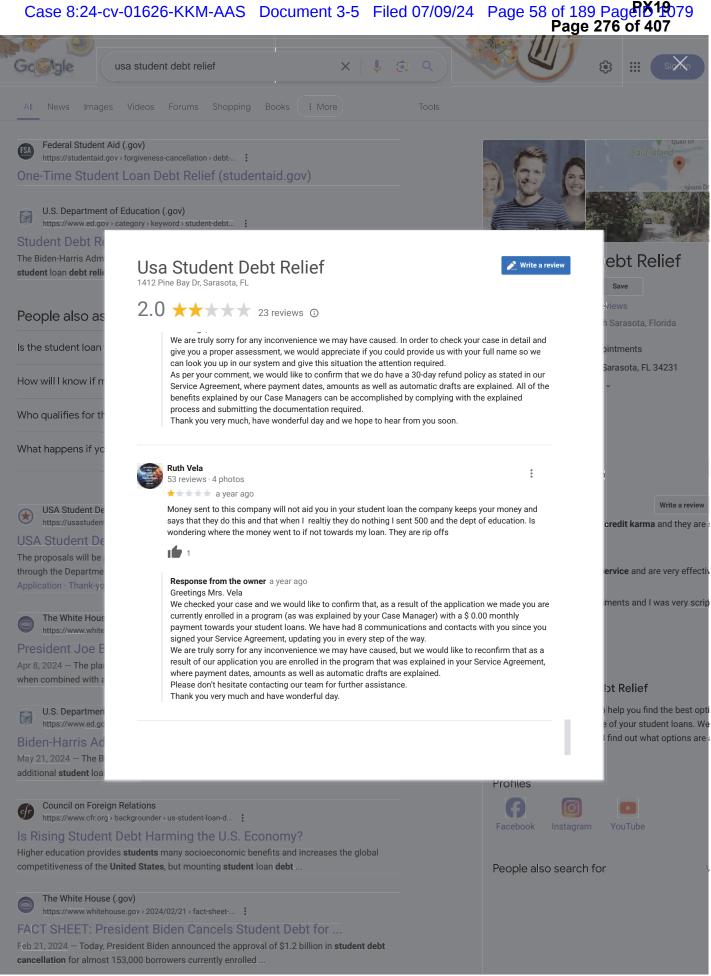
Carson Attachment X, Page 8 of 13











Carson Attachment X, Page 13 of 13

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 59 of 189 Page 277 of 407

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Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000

UNREDACTED PER 12 USC §3413

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NAME(S)	Corporate or Legal Name Start Connecting LLC Doing Business As USA Student Debt Relief			Federal Tax ID	Type of Own	ership	ingle Member LL Autho		ion 🗆 Part			
BUSINESS NAI	Corporate Address 1412 Pine Bay Drive City Sarasola	County Sarasota	State FL	Zip 34231	Location Address Same as Corpo City		rensactions tilke p Count			State	Zip	
BUSI	Telephone Number (800) 765-8073 Business Email Address	Fax Nur I	nber }	Mail To	Telephone Number	er Neb Addr	ess	Fax Nun]			-
MERCHANT PROFILE	2019 1 Length of Dwnership Leng 0 YR5 2 MOS 0 Type of Business C Retai C Internet C Re	e. Locations: th at Location YRS 2 MOS staurent w/Tp deuCraft Shows	Sales Swin Sales Swin Sales Key Maximum \$ 25,000	ee Salem se Silles r clinder polit od od i Monthly Sales 1 0	Must Table 100% 0 % 0 % 0 % 0 % 0 % 0 % 0 % 0 % 0 % 0 % 0 % 0 % 100 % Volume: west Table 100%	PROCESSING HISTORY	Attp://usas Has the busine terminated as a Expressite merco Do you currentl American Expre # YES, please a Arc these third by payment process # YES, identify, is your busine Has your busine Has your busine grams 7 II YES,	ns or any asso t VISA6 / Mastr thant? y accept VISA6 sss0? ubmit 3 most cu sarCes/payment as? ss PCI compliant tess had any or lions? s been previous	clated owned erCard® / Dis / MasterCard mark monthly applications nt7 ngoing or pri sty identified	r ever bee scover@ / / @ / Discover statument involved w	n American er®/ ts with your ompro-	D
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Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 60 of 189 Page 78 of 407 Page 278 of 407

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Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413

3	By checking this box, Merchant elects to accept payments via Ameri or indirectly affecting its rights to accept other Cards. Merchant No	ican Express (Ineligible Merchants	will not be enrolled). Mer	chant may opt out of accepting Ame	rican Express Cards at an mently accepting America	ny time without an Express).	direct
CALNESS	 or indirectly affecting its rights to accept other cards, well card to By checking this box, Merchant opts out of receiving future comm Express updates its records to reflect your choice. Opting out of com 		rom American Express.	Note that you may continue to rece	eve marketing communic relationship messages fro	ations while An m American Ex	meric
ù	Express updates its records to reflect your choice. Opting out of com	mercial marketing communications	will not predude you indir	receiving important variation of o	Claron of Provide State		
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	be surcharged 0.95%. Card Brands' network Transaction fees, be charged to the Merchant on every Transaction. PIN Debit feer Interchange and Authorization expenses. All Signature Debit Card Per Transaction. Regulated Signature Debit Card Transactions will Credit Card rate unless otherwise specified. Unregulated Signatu- process at the corresponding Credit Card rate unless otherwise applicable Card Brand registration fees. Any "Interchange Plus" r Card, Discover and American Express unless otherwise indicate	s include base switch, Acquirer, sales will be surcharged \$0.10 process at the Lowest Qualified re Debit Card Transactions will specified. Merchant will pay all ates shall apply to Visa, Master	SALES VOLUME, OFFICERS AND C ACKNOWLEDGE OF FUNDS SETTI THIS IS AN A	DUCLE OF FEESING FICKET SIZE AND HI WAVERAGE TICKET SIZE AND HI WAVERS OF MERCHANT WAR THAT ANY VARIANCE MAY RESS LEMENT OR TERMINATION OF JTOMATICALLY RENEWABLE JURING THE TERM WILL RESUL	CHEST TICKET SIZE D RANT THAT THOSE A JLT IN THE DELAY OR THE MERCHANT AGR 24 MONTH MERC	DISCLOSED H RE ACCURAT THE WITHHO EEMENT CHANT CON	ITE A OLDI
	authorized officers of Merchant, who hereby represent and warra documentation submitted in connection with this Merchant Applicat No spaces were left incomplete. N/A or None is to be filled in any Federal law requires all financial institutions to obtain, verify, and each person who opens an account. When you open an accound address, date of birth, and other information that will allow us to in see your driver's license or other identifying documents. Merchan pulling a business credit report and/or performing an Investigative with the attached Application and on a continuing basis in cor renewal, or extension of this Agreement or any business credit gr Merchant hereby inevocably authorizes Bank and EMS to initiate checking account via Automated Clearing House transactions in	ion is true, complete and correct space where applicable. record information that identifies unt, we will ask for your name, dentify you. We may also ask to nt consents to the Bank or EMS B business Report in connection nnection with the maintenance, anted hereby. debit/credit entries to Merchant's accordance with this Merchant	bound by the Agree approved by Bank For Ohio applican creditors make or agencies maintain Commission admi <u>Start Connec</u> Print Merchant Let (1) Sign X Luisa Ro (2) Sign X	ts: You understand that the Ohi adit equally available to all credit separate credit histories on each nisters compliance with this law. ting LLC all Name	hat the Agreement sha o laws against discrim worthy customers, ar individual upon request Member Title	Il not be effect ination require id that credit r	tive that reporting the second s
AGREED	Agreement. This authority shall survive the termination of this extends to such entries in said account concerning lease, rental to POS terminal, accompanying equipment, check guarantee fees fees. Merchant acknowledges that its obligations to EMS and Bank und processing of transactions on behalf of Merchant and that, as s	or purchase agreement applying and/or gift card / loyalty program ler this Agreement relate to EMS	CORPORA The officers ide BANK and EMS	TE RESOLUTION http://din.wit.and.wit.	Member	chant Agreem 04/17 Date	
	processing of transactions on behalf of Merchant and that, as s commercial and business purposes, and not for personal, family	or household purposes.			Title	Date	-
OWNER/OFFICER	In consideration of BANK and EMS entering into this Merchan the above named Merchant, the undersigned (jointly and sev absolutely and unconditionally guarantee(s) the full and prompt and all amounts it owes to BANK and EMS, and the performance under this Agreement as may be subsequently amended from tim termination or expiration of the Agreement. This Guaranty is a collection, and a debt of the undersigned guarantor(s) for his or th guarantor(s) agree(s) to pay or perform upon demand and wi demand, collection from others or any delay in enforcement. This returned by the BANK and EMS after receipt due to any bankrup and EMS's expenses including attorney fees and costs. Any s to the undersigned guarantor(s) shall be subordinated to sums	erally if more than one) hereby payment by MERCHANT of any of all MERCHANT's obligations te to time, whether before or afte guaranty of payment, and not o er own account. The undersignet aive(s) any notice, presentment Guaranty includes (i) any amoun toy or similar law and (ii) BANK; sums owing by the MERCHAN'	writing and signe obtain from any or and give(s) BANI maintenance, ren f that this guarant d purposes and is n Each Guarantor t Conditions, and a in the federal or solely be held in	nuing: binding upon heirs and su d by BANK and EMS. The under redit reporting agency financial or: (and EMS continuing authority to even) or extension of the Agreeme () is made as part of a transacti- tot primarily for personal, family, or garees to be bound by this A togrees that (i) the personal jurisdi state courts of Cuyahoga County Cleveland, Ohio, and (iii) all object	signed hereby authorizi credit information pertai obtain such information part. Guarantor(s) ackno- on that is solely for bu- r household purposes. greement, including th ction and exclusive ven (Ohio, (ii) any Arbitrati	e(s) BANK and ning to the uno n in connection wiledge(s) and siness and co e attached Te ue of any clair on shall exclusion	dersig dersig an with dagre omme omme erms m sha sively
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	(2) Sign X	Date		PLEASE PRI			_
	NO TITLE PERMITTED	Date		1241.7		-	-
PPROVAL	This Agreement shall be effective only upon (i) acceptant transactions under this Agreement shall constitute Merch	ce and/or signature by EMS, ant's acknowledgment of ac	and (ii) the approva ceptance of this Agr	I of Bank (as evidenced here eement by Bank and EMS.	or elsewhere). Merci	hant's submi	issio
tion Table			Bank Approval:				-
PRO	EMS Approval: Signature	Title Date	-	Signature (if required)		Title	

USA Student Debt Relief ("DR2") EMS MID 2057

Carson Attachment Y, Page 2 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 61 of 189 Page 801 Page 279 of 407

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413

MERICHAN/T ACREEMENT VERSION OZINAR

MERCHANT NAME Start Connecting LLC

THIS MERCHANT AGREEMENT (the "Agreement"), which includes these Terms and Conditions and the attached Merchant Application (the "Application"), is made and entered into by and among Chesspeake Bank, a national banking association, Exquire Bank National Association, a federally chartered bank, Merriks Bank, a Utah state chartered bank, Central Bank of St. Louis, a national banking association, or BMO Harris Bank N.A., a national banking association depending upon which such institution is settling Transactions for Merchant as described in the Application and / or on a separate Bank (sclosure page ("Bank"), Francis David Corporation, an Ohio corporation doing business as Electronic Merchant Systems ("EMS"), and the undersigned Merchant ("Merchant") and its guarantor(s).

WHEREAS, Bank is engaged in the business of providing sponsorship and settlement services to Merchants that accept Visa®, U.S.A., Inc. ('Visa'), or MasterCard® International, Inc. ('MasterCard') cards for payment for goods and/or services sold, rented or rendered by Merchant; and

WHEREAS, EMS is registered with Visa as an Independent Sales Organization, with MasterCard as a Member Service Provider, with Discover® Financial Services ('Discover') as an acquirer, and with American Express® Travel Related Services Company, Inc, ('American Express') as an OptBlue® Participant Sales Entity (American Express, Discover, Visa and MasterCard, each a 'Card Brand', and, cellectively with any other card brands, the 'Card Brands," and any valid credit or debit card of the Card Brands, or any valid ofl-line debit card, a 'Card') and has agreed with the Bank to provide credit card processing, authorization and related services for Merchants that use Bank's settlement services for Card transactions (individually, a 'Transaction', and, collectively, 'Transactions'), and

WHEREAS, Merchant desires to use the services of Bank and EMS to authorize, process and settle Transactions undertaken by any authorized user of a Card (collectively, the 'Services') in accordance with the rules, regulations, procedures and requirements imposed or adopted by Visa, MasterCard, Discover, American Express or other Card Brands as amended from time to time (the 'Rules') and on the terms and conditions thereinafter set (forth; and

WHEREAS, as described in the Application's Schedule of Fees or in other separate documentation. Merchant desires to utilize other products or services offered by EMS or its affiliates, but not by or through Bank, including but not limited to the sale, lease or license of Point of Sale ("POS") devices, software or related equipment, or the provision of web hosting services, gift card services, customer loyalty cards and systems (the "Non-Bank Services").

NOW, THEREFORE, in consideration of the foregoing and of the representations, covenants and agreements set forth in this Agreement, the parties hereby agree as follows:

1. Honoring/Acceptance of Cards. Merchant shall honor and accept, without discrimination, all valid Cards when properly presented as payment by a cardholder or authorized user and upon obtaining authorization for each Transaction in advance from the authorization term in accordance with the terms and conditions of this Agreement. The Rules establish two categories of Visa Cards (Debit Cards and Credit Cards), and allow a merchant to accept one category and not another ("Limited Acceptance"). Merchant shall not engage in Limited Acceptance unless clearly identified on the Schedule of fees, approved by Bank and EMS, and registered with Visa as required by the Rules. Merchant shall not accept a Card for any unlawful transaction. Merchant will submit all authorized Transactions for its business exclusively to Bank and EMS, merchant will avail and the specific and the cases merchant or indebtedness levied by Card Brands and/or regulatory agencies to Bank or EMS which are attributable, at the Bank's or EMS discretion, to Merchant Stransaction processing or business. Merchant shall not indicate that Visa. MasterCard, Discover of American Express or any other Card Brand endorses its goods or services. Merchant has no right to use the proprietary name and/or symbol of Bank, Visa, MasterCard, Discover of American Express to Lasage, and only to the extent the materials containing such are provided to Merchant by EMS or Bank and only to the extent the materials containing such are provided to Merchant by EMS or Bank and/or are approved in advance by EMS or Bank. Merchant and its guarantor(s) are jointly and severally liable for the obligations of Merchant's establishments under this Agreement.

2. Point of Sale Devices. (a) Merchant shall utilize and maintain, at Merchant's expense, POS devices and terminal(s), proprietary software and related equipment approved by Bank and EMS for all Transactions, in a format and medium of transmission acceptable to Bank and EMS. Merchant will implement the Integrated Circuit Card Specifications for Payment Systems (global payment industry specifications that describe the requirements for interoperability between chip based consumer payment applications and acceptance terminals to enable payment, also referred to as "EMV") when required by EMS, Bank or a Card ntation may require upgrade or replacement of terminal or point of sale hardware Brand, and such imple and software. Bank and EMS shall have no liability or responsibility for any negligent design or manufacture of any POS terminal or printer, or for any proprietary software or related equipment. EMS' entire liability, if any, and Merchant's exclusive remedy in all situations, shall be to perform repair services on any inoperative POS terminal or printer sold or leased by EMS. (b) Merchant shall record each transaction by "swiping" the card through the POS terminal whenever possible. Merchant acknowledges that each outlet, retail location, or business entity will have its own POS terminal and Merchant Identification number. Merchant understands and agrees that sales completed at one location cannot be processed through a terminal at another location. (c) In the event of breakdown of the POS terminal or other system failure, Merchant shall immediately contact the designated Merchant Help Desk. In such case, Merchant shall imprint each sales draft with the embossed data from each card and Merchant's imprinter plate and obtain the cardholder's or authorized user's signature which must match the signature on the card. If Merchant uses an electronic printer connected to a POS terminal, Merchant must still obtain the cardholder's or authorized user's signature on the printed sales draft. As soon as a POS Terminal is operable, Merchant will enter all transactions engaged ind uting such period. Failure to comply with these requirements may result in a Chargebac responsible for all telephone and communication fees and charges with respect to POS ten eback. (d) Merchant is

3. Card Brand and Payment Card Industry Rules. (a) Merchant shall fully comply with and abide by the Rules including without limitation the following which Merchant acknowledges are strictly enforced by Visa, MasterCard and American Express: (i) any use of a mark by a Merchant in acceptance advertising, acceptance decais, or signs, must be in accordance with the Rules as may be in effect from time to time; (ii) the Merchant's use or display of any mark will terminate effective with the termination of the Merchant will adequately display the Visa, MasterCard, Discover or American Express service marks, and, if applicable, on promotional materials to inform the public which Cards are to be honored at Merchant's place of business; (iv) Merchant will refrain from establishing or implementing procedures that discourage, favor, or discriminate against the use of any particular Card; (v) Merchant will refrain from establishing on implementing procedures that discourage, favor, or discriminate against the use on dinty particular Card; (v) Merchant will refrain from imposing any

surcharge or fee or any other special conditions for accepting a Card (except as permitted by the Rules); (vii) unless permitted under the Rules. Merchant will refrain from requiring a cardholder to provide any personal information, such as a home or business address or telephone number, or a driver's license or other proof of identification as a condition of honoring a Card, unless instructed by the authorization center (with exceptions for a mail/telephone order or delivery required transaction and zip code for a card-present key-entered transaction in order to obtain address verification); (viii) Merchant shall not require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ix) Merchant shall not resubmit any Transaction that was previously disputed or charged back to the merchant, irrespective of cardholder approval; (x) Merchant shall not accept a Card to collect or refinance existing debt that has been deemed uncolle ctible or that represents collection of a dishonored check; (xi) Merchant shall not request or use a customer's card number for any purpose other than for payment for its goods or services; (xii) Merchant shall not disburs lunds in the form of travelers cheques, if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from the Merchant, (xiii) Merchant shall not disburse funds in the form of cash, unle permitted by the Rules; (xiv) Merchant will include any taxes and any handling or other fees that Merchant collects in the total transaction amount as opposed to collecting them separately in cash or processing them as additional transactions (it being understood that Merchant is responsible for the payment of all taxes applicable to Transactions); (xv) Merchant will refrain from accepting a Card for any unlawful internet gambling transaction; (xvi) Merchant may not accept cardholder payments for previous Card charges incurred at the merchant location; (xvii) Merchant may not accept a card for the purchase of Scrip; (xviii) Merchant will comply with the Rules relating to cardholder information security issues, non-disclosure of cardholder information and Transaction documents, retention and storage of cardholder and Transaction information, and other security procedures adopted by the Card Brands or the Payment Card Industry Security Standards Council (the "PCI Council"), (xix) Merchant may not request the Card Venification Value 2 (CVV2) data on any paper order form; and (xx) all indebtedness arising from Transactions will be for bona To sale of a paper of the services (or both) at Merchant's establishments and free of liens, claims, and encumbrances other than ordinary sales taxes. (b) The PCI Council has implemented programs and standards to protect carditolder data. The PCI Council Data Security Standards ("DSS") as they change from time to time apply to Merchant and its agents. A copy of the complete PCI Council DSS can be obtained online at www.pc/secuntystandards.org. (c) Visa, MasterCard, Discover and Amarican Express have implemented programs to protect cardholder data. The Visa Cardholder Information Security Program ("CISP") and MasterCard Site Data Protection Program ("SDP") apply to Merchant if Merchant processes or stores cardholder data as a result of internet or mail/telephone acceptance of Visa or MasterCard Card account information. A copy of the complete Visa CISP manual and a Self-Assessment Worksheet can be obtained online at www.visa.com/cisp. Along with the MasterCard SDP, these materials can also be obtained from EMS's customer service department. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at www.americanexpress.com/dsr. (d) Merchant shall abide by and fully comply with the Rules, DSS, CISP, SDP, DSR, and any other applicable Card Brand programs and standards. To the extent they require Merchant to do so, but without limiting any other requirements imposed by the foregoing, Merchant agrees to: (i) install and maintain a working network firewall to protect data accessible via the internet; (ii) keep security patches up-to-date; (iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data by business "need to know"; (vii) assign a unique ID to each person with computer access to data; (viii) refrain from using vendor-supplied defaults for system passwords and other security parameters, (ix) track and monitor access to data by unique user ID; (x) maintain a policy that addresses information security for employees and contractors; (xi) restrict physical access to cardholder information; and (xii) regularly test security systems and processes. If Merchant does not comply with such programs, then, among other things. Visa, MasterCard, Discover, American Express and other Card Brands may impose restrictions and/or fines on Merchant, and/or prohibit Merchant from participating in Visa, MasterCard, Discover, American Express or other Card programs. Merchant may be required to submit to an audit to verify compliance with security procedures. (e) Merchant acknowledges that the sale or disclosure of cardholder account numbers, personal information, or other Transaction information to third parties is strictly prohibited by the Rules. Unless Merchant obtains consents from Bank and EMS, and each applicable Card Brand, issuing bank and cardholder, Merchant must not use, disclose, sell or disseminate any cardholder information obtained in connection with a Transaction (including without limitation, the names, addresses and Card account numbers of cardholders, copies of imprinted sales drafts and/or credit records, mailing lists, tapes or other media obtained in connection with a sales draft and/or credit record) except for purposes of authorizing, completing, and settling Transactions, and resolving any Chargebacks, retrieval requests, or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpens or order. (f) Merchant shall use proper controls for discarding all records containing cardholder account numbers and Card imprints, and shall limit access to, and render unreadable, such records prior to their being discarded. Merchant may not relain or store magnetic stripe data after a Transaction has been authorized. If Merchant stores any electronically captured signature of a cardholder. Merchant may not reproduce such signature except upon the specific request of Bank or EMS. Merchant shall store all media containing cardholo names, cardholder account information, and other personal information, as well as Card imprints (such as sales drafts and credit records, auto rental agreements, and carbons) in an area limited to selected personnel. Merchant further warrants and agrees that in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, it will not sell, transfer or disclose any materials that contain cardholder account numbers, personal information, or Transaction information to third parties, and hall return the information to Bank or EMS and provide acceptable proof of destruction to Bank and EMS Merchant agrees to keep all information it receives from its customers confidential and only use it in connection with the transactions processed under this Agreement. Merchant further agrees to refrain from disclosing or distributing, in any way, any such information to any third party for any purpose except with the prior express consent of the customer. Merchant shall notify and provide information to Bank and EMS regarding its use of any service provider that will have access to cardholder data. Merchant must validate that any such service provider(s) are certified as compliant with PCI DSS or a similarly established data security standard, and shall assume responsibility for any failure by such service provider(s) to comply with the Rules. If Merchant utilizes any third party processor, Bank shall have no liability to fund Transactions hereunder that are not properly delivered by such third-party processor to the Card Brands

4. Mail, Telephone, E-Commerce (Internet), Recurring and Pre-Authorized Transactions. (a) Merchant understands that mail, telephone and e-commerce (Internet) Transactions have a substantially higher risk of Chargeback and cardholder dispute than Card' present Transactions, as Merchant will not have an imprinted or magnetically "swiped" Transaction with the cardholder's signature on the sales draft. Bank and EMS discourage accepting mail or telephone orders and other Transactions in which the Card is not presented by the cardholder in person. Merchant may engage in mail, telephone and e-commerce Transactions only if it requested to do so in the Application and only for the approved percentage of Merchant's total monthly sales volume limit reflected for such Transactions on the Application, or as may otherwise have been approved in writing by Bank and EMS. If Merchant exceeds the approved percentages

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USA Student Debt Relief ("DR2") EMS MID 2057

Carson Attachment Y, Page 3 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 62 of 189 Page 80 of 407 Page 280 of 407

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413

MERCHART ADREEMENTS

payment for said Transactions may be withheld by Bank or EMS pending further review. Bank and EMS may make payment of these Transactions at their sole discretion. Bank and EMS reserve the right to establish a Reserve Account pursuant to Section 15 below to fund Chargebacks that may arise from said Transactions. Merchant acknowledges that its failure to disclose true and accurate percentages as part of the Application may result in the establishment by Bank and EMS of a Reserve Account, increased discount rate or fees and transaction fees, or the termination of this Agreement. Merchant hereby covenants that all of its Transactions will comply fully with all applicable provisions of Federal consumer protection and other laws including. Without limitation, the Electronic Fund Transfer Act, 15 U.S.C. §1601, et seq., the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. § 6101, et seq., the Fair Debt Collection Practices Act, 15 U.S.C. § 1692a, et seq., the Federal Trade Commission Act, 15 U.S.C. §45(a), and any regulations adopted under or in accordance with any such laws. (b) in connection with all mail order Transactions. telephone order Transactions, periodic charges for recurring goods or services to be provided by Merchant ("Recurring Transactions"), preauthorized order Transactions, and e-commerce (internet) Transactions, Merchant will take reasonable precautions to protect against Chargebacks, including, but not limited to the following (i) delivering merchandise only to the cardholder's billing address where the issuing bank sends the cardholder's billing statement; (ii) using a delivery service that maintains shipping logs and requires signatures by a person receiving merchandise; (iii) using AVS and not processing sales unless all information matches the AVS; (iv) obtaining CVV2/CVC2 verification from the issuing bank; (v) obtaining the expiration date of the Card; and (vi) on the sales draft, clearly print the cardholder's account number, effective and expiration dates, date of Transaction, description of the goods and services, amount of the Transaction (including shipping, handling, insurance, etc.), cardholder's name, billing address and shipping address, Authorization code, and Merchant's name and address. (c) If Merchant processes Recurring Transactions and charges a cardholder's account periodically for recurring products or services (e.g., monthly insurance premiums, yearly subscriptions, annual membership fees, etc.), then in addition to other applicable procedures and the Rules, Merchant must do the following: (i) have the cardholder complete and deliver to Merchant a written request and consent for such products or services to be charged to cardholder's accourt (such request to specify, at a minimum, the transaction amounts, the frequency of recurring charges, and the duration of time for which the cardholder's consent or permission is granted, and must be provided promptly in response to a cardholder's request for a copy); (ii) if the Recurring Transaction is renewed, the cardholder must complete and deliver to Merchant a subsequent written request for the continuation of such products of services to be charged to the cardholder's account; (iii) Merchant may not complete a Recurring Transaction after receiving a cancellation notice from the cardholder or issuing bank or after a request for Authorization and receiving a canceaution holds intrinsic standards of issued and standard of the signature of the signature of the sales draft for Recurring Transactions the words "Recurring Transaction" (and "PO" for MasterCard Transaction) in lieu of the cardholder's signature, and must provide both an invoice number and the appropriate "Recurring Transaction" indicator with each Authorization request; (v) Merchant must perform an AVS inquiry for at least the first Transaction and then annually thereafter, if applicable (Merchant understands that penalties can be assessed by the Card Brands for failure to use the Recurring Payment Indicator); (vi) a Recurring Transaction or Pre-authorized order may not include partial payments for products or services purchased in a single Transaction, and (vii) no finance charge may be imposed in connection with a Recurring Transaction or Pre-authorized order, Pre-authorized Transactions may be submitted if Merchant advises the cardholder that it will be immediately billing his or her Card at the time of the transaction for prepayment of services or for full prepayment of custom-ordered merchandise to be manufactured to the cardholder's specifications. Merchant acknowledges that Transactions with an Authorization date more than thirty (30) days prior to shipping date or date of service are subject to an increased risk of Chargeback. (d) If Merchant is an e-commerce merchant and accepts orders via the interaction of chargeboard (i) procedures and the Rules, Merchant must do the following: (i) post its privacy and security policies on its websites, where such policies shall be clearly marked for consumers to see and review, (ii) prominently display the name of the Merchant (as both the identity of the Merchant and as the name that will appear on the Cardholder Statement) on its website along with all the following information: (A) complete description of the products or services offered, (B) returned merchandise and refund policy, (C) method for the cardhol to acknowledge his acceptance of the terms and conditions for returned mechanisms of for the refund policy (this acknowledgement to comply with Card Brand guidelines for proper disclosure), (D) customer service (inits acchowledgment to Compty win call of balance) approximate index material and the comparised of the comparised ant's website. Merchant acknowledges that the Electronic Commerce Indicator must be used to identify e-commerce Transactions in the Authorization request and clearing record. Penalties may be assessed for failure to use the correct Electronic Commerce Indicator.

5, Fraudulent Sales, Factoring or Laundering. Merchant shall never accept or deposit or enter into its POS terminal a fraudulent Transaction or any Transaction not authorized by the Cardholder, or a Transaction made by any entity other than the Merchant. Should Merchant do so, Bank or EMS may immediately terminate this Agreement, have all funds placed into a Reserve Account pursuant to Section 15 below and be placed on the "Combined Terminate the Merchant File" as required by the Rules. Said action may result in Merchant's being restricted from setting Transactions with any bank in the future, Merchant hereby releases Bank and EMS and agrees to hold Bank and EMS harmless from any uch restrictive list.

6. Authorization, Approval by, or on behalf of, a cardholder's bank or the bank that issued the Card (hereinafter, "Authorization") is required on all Transactions. Merchant understands and acknowledges that an Authorization only confirms the availability of the cardholder's credit at the time of the Authorization; it does not warrant that the person presenting the Card is the rightful cardholder, nor is it an unconditional promise, guarantee or representation by Bank or EMS that a Transaction is or will be deemed valid and not subject to dispute, debit or Chargeback (as hereinafter defined). Merchant acknowledges and understands that its floor limit shall be Zero and that all Transactions must be authorized in advance through the authorization center. Merchant shall request Authorization for the exact amount of the Transaction on the date the Transaction takes place by swiping the Card through the terminal or keying the account number; expiration date, amount and address verification (XMSC) information into the terminal. If the electronic Card terminal is not functioning, Merchant may obtain Authorization by telephone, calling the voice authorization card account number, expiration date and the amount of the saite any approved voice authorization terminal is not functioning. Merchant may obtain Authorization to process, any approved voice authorization terminal to the national terminal starts any approved voice authorization (and not in leu of, other applicable procedures and Rules) it will comply with the following procedures and Rules; (a) it will not accept any Card that is not set valid or has aspited, (b) it will verify that the Card is not stolen, fraudulent or countarfiel; (c) it will use due diligence to verify that a Cardholder is authorized to use the Card presented; (d) at the point of abal; it will (or areafulty examine the algorature on every Card presented and carefulty compare the signature on the Card to the sales record, and

(ii) check the date on which the Card becomes valid and the date on which the Card expires; (e) for Card present Transactions when the signature panel for a Visa Card is not signed Merchant shall in addition to requesting an Authorization (i) review positive identification bearing the Cardholder's identify. (ii) indicate the positive identification bearing the Cardholder's identify. (ii) indicate the positive identification bearing the Cardholder's identify. (ii) reduce the cardholder's identify. (iii) reduce the cardholder is signature panel of the Card pror to completing the Transaction; (ii) require the cardholder is sign the signature panel of the Card pror to completing the Transaction; (ii) when the signature panel for a MasterCard Card is not signed and the Cardholder is using the Card, Merchant shall not accept it for a Transaction, but if the cardholder is willing to sign the Card in the presence of Merchant, Merchant shall request two pieces of valid and current identification; and (g) for Visa and MasterCard, a signature panel bearing the words "See LD." or equivalent alignuage shall be deemed to be blank, and in either case, if such identification is uncertain, or if Merchant shall not except it was a signated authorization center for instructions. If Authorization is denied, the Transaction shall not be completed and Merchant shall rottex in the authorization center, including recovery of Cards by reasonable and peaceful means. Merchant shall or retrieve Cards, as required by the Rules, which are expired or for which reasonable grounds exist to believe that such Cards are counterfeit, fraudulent or stoler.

7. Settlement. Merchant agrees to balance and settle its POS device transactions daily and to electronically submit sales no later than the day following the date of Authorization. Transactions submitted for settlement more than one day after the date of Authorization may be refused, become subject to Chargeback or assessed additional fees by Bank and EMS. Transactions charged to a Card issued by a foreign (non-U.S.A.) issuer or a commercial card issued for business purposes may be assessed additional tees. Merchant acknowledges that all transactions between Merchant, Bank and EMS under this Agreement shalb to traded as a single transaction and that all settlements are provisional subject to the cardholder's rights under the Rules for disputing charges against the cardholder's account. In submitting transactions a such and EMS, Merchant endorses and assigns to Bank and EMS all right. Utile and inferent to collect any such Transactions. If any payment is received, Merchant will hold it in turst and promptly deliver if to Bank or EMS.

8. Payment. Merchant may not assign to any third party any payments due to it under this Agreement. provided, however, that Merchant may sell and assign future Transaction receivables to EMS, its affiliated entities and/or any other cash advance funding source that partners with EMS or its affiliated entities. Unless the context indicates otherwise, when used in this Section 8, "Bank" refers to the Bank and/or EMS (to the extent authorized by Bank and not prohibited by the Rules). Merchant shall at all times maintain a commercial checking account with Bank or with another financial institution of Merchant's choice acceptable to Bank and EMS that belongs to the Automated Clearing House ("ACH") network, that can accept ACH transactions, and that Bank will use to debit and/or credit funds on a daily or monthly basis ("Merchant's Bank"). Bank will debit Merchant's Designated Deposit Account at Merchant's Bank ("DDA") daily for the Discount Fees. Merchant agrees to cooperate with Bank to help resolve any problems in crediting/debiting Merchant's DDA. Merchant agrees to be bound by the terms of the operating rules of the National Autor Clearing House Association as in effect and modified from time to time, there were an even and the clearing the second se DDA by bank wire or ACH transfer process and/or through direct instructions to Merchant's Bank for amounts due under this Agreement and under any agreements with Bank or its affiliates for any related services, as well as for any credit entries in error. Merchant hereby authorizes the Merchant's Bank to effect all such debits and credits to the Merchant DDA. This authorization is without respect to the source of any funds in the DDA, is irrevocable and is coupled with an interest, and shall remain in full force and effect after the termination of this Agreement until Bank gives written notice to Merchant's Bank that all monies due under this Agreement and under any other agreements with Bank or its affiliates for any related services have been id in full. All settlements for Visa, MasterCard, Discover and American Express Card Transactions will be net of credits/ refunds, adjustments, applicable Discount Fees when due, Transaction Fees, Chargebacks, reserves, lease payments, rental fees, Minimum Discount Fees, or other adjustments, charges and any other amounts then due from Merchant. All credits to Merchant's DDA or other payments to Merchant are onal and are subject to, among other things, final audit by Bank, Chargebacks (including Bank and/ or EMS related losses) fees, assessments, and fines imposed by the Card Brands. Merchant agrees that Bank may debit or credit Merchant's DDA for any deficiencies, overages, fees, fines, charges, and pending Chargebacks, or may deduct such amounts from settlement funds due to Merchant, Merchant hereby also agrees and authorizes Bank in its sole discretion, to debit any other banking account maintained by Merchant for any and all such amounts. Alternatively, Bank and/or EMS may elect to invoice Merchant for any such amounts, net due 30 days after the invoice date or on such earlier date as may be specified. Bank and/or EMS cannot guarantee the timeliness with which any ACH payment may be credited by Merchant's Bank. Merchant understands that, due to the nature of the ACH and the electronic networks utilized for the ment of funds and the fact that not all banks belong to the ACH Network, payment to Merchant can be delayed. Bank and EMS will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, by Bank and/or EMS, including but not limited to any Card Brand or Merchant's financial institution. Merchant acknowledges that the funds due for Visa, MasterCard, Discover and American Express Transactions will generally be processed and transferred to the Merchant's DDA within two (2) business days from the time a batch is closed. Bank reserves the right to divert and hold all funds when Bank and/or EMS is investigating suspicious Transactions, the breach of any warranty, covenant, representation, or agreement by Merchant or has reasonable cause to believe that Merchant may have violated a provision or agreement by merchant of has reasonable cause to believe the bank more suspicious activity. In the event that a payment is rejected by Merchan's Bank or fails to armve within five (5) business days after Bank's attempted ACH payment, Bank may periodically wire transfer any funds due Merchant until the ACH problem is resolved, and all such wire transfers and resolution of all issues shall be solely at the Merchant's expense. If Merchant receives settlement funds by wire transfer, Bank and/or EMS may charge a wire transfer fee per wire, which fee will not be subject to refund. Not all fees will be debited on a daily basis, but may be subject to a month end debit to the DDA or other available funds.

9. Discount Fees, Transaction Fees, and Access Fees. (a) The Bank must approve, in advance, any fee to or obligation of the Merchant arising from or related to performance of the Services, but not the Non-Bank Services. (b) Merchant agrees to pay to Bank and EMS the Discount Fees, Transaction Fees, Access Fees, and other fees stated in the Schedule of Fees. (c) For the purposes of calculating fees and other amounts to be paid by Merchant under this Section 9 and the Schedule of Fees (as such is amended from time to time), the following terms have the following meanings: (ii) Discount Fee means a fee charged on the total value of a Transaction at the applicable Discount Real reners in the Schedule of Fees on the face of this Agreement, as amended from time to time, and incorporated herein; (ii) Transaction Fee means a fee charged for any other Transaction which utilizes a POS device for transmission or reception of Card data

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Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID 2057

Carson Attachment Y, Page 4 of 36

DR2-4

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413

other communications using the POS device; (iii) the terms "Pass-through" and "Interchange Plus" (or "I/C Plus") mean that in addition to the Discount Rate, per Transaction charges and Assessments (as defined below) indicated on the Schedule of Fees as amended from time to time or otherwise, Merchant shall pay the nterchange fees applicable to the type of card presented for payment, and, in the case of American Expr the OptBlue® program fees applicable to the Transaction, and that the first full sentence of the Schedule of Fees shall not apply. Interchange and program fees are set and changed by the Card Brands from time to time and vary based on the Card Brand, regions or jurisdictions, the type of Credit or Debit Card, the type of the accepting merchant, the value of the Transaction, and the type of the Transaction (e.g. transact tion size. industry type, online, in-store, phone order, whether the card is present for the transaction, etc.). The Schedule of Fees, as amended from time to time, may also provide for Interchange surcharges on certain categories of Cards presented for payment as defined herein or as commonly used in the payments industry, (iv) the term "Bundled Pricing" means that the Discount Rate and per Transaction charges are the same for all Cards, while the term "Tiered Rate Pricing" means that the Discount Rate and per Transaction charges will vary for certain Tiers (certain categories of Cards presented for payment as defined herein or as commonly used in the payments industry) as described in the Schedule of Fees, as amended from time to time: (v) "Qualified Cards" or "Best Qualified Cards" have the lowest Interchange fees. Of the remaining Card types (also known as "Non Best Qualified Cards"), "Non-Qualified Cards" are those with the highest Interchange fees, while the "Mid Qualified Cards" have Interchange fees that are lower than Non-Qualified Cards and higher than Qualified Cards; (vi) other types of Cards sometimes bundled in Tiered pricing include "PIN Debit" (Debit Cards used with a PIN), "Check Cards" (Debit Cards which are used without a PIN, also called "Signature Debit"), "Regulated Cards" (Check Cards which are issued by certain larger banks and have Interchange fees regulated by the Federal Reserve Bank). "Unregulated cards" (Check Cards which are issued by certain smaller banks and do not have regulated interchange fees), International (Cards is by non-U.S. banks), "Rewards," Rewards I, and "Rewards II" Cards (Cards which have specified card holder rewards), "EIRF" type Cards, "Business Cards" or "Corporate Cards" (certain Cards issued to businesses), and "EBT" (electronic benefit transaction) Cards; (vii) Transactions involving Cards are described as "Keyed" or "Hand Entered" Transactions (Transactions where the Card is not physically swiped In to a POS device), or "Swiped Transactions" (Transactions which are not Keyed), (viii) Merchant agrees that the classification of the thousands of individual Interchange and Card types in to these types of broad categories is complex and is made at the discretion of EMS; (ix) as disclosed in the Schedule of Fees, as nded from time to time. Transaction fees are sometimes charged per "Authorization" (the process by which a Card presented for payment and the payment amount are sent to the Card Brand and approved or denied by the Card issuing bank), or by cleared and settled Transactions. An Authorization Transaction Fee shall still be payable under this Agreement even if Merchant contracts separately with American Express for nt of American Express Transactions (i.e., "Non Bank Card Fee"); (x) "Voice Authorizations" (or Voice ARU) are those obtained by telephone; (xi) the term "Assessments" includes dues, assessme acquirer fees, network lees, or other Card Brand fees and expenses assessed to Merchant, EMS or Bank (EMS and Bank sometimes referred to as the "Acquirer") including any surcharges by Bank or EMS. Examples of these types of charges include NABU, NAPF, APF, FANF, switch charges, international Transaction surcharge fees or cross border fees, network fees, Integrity fee, Card Brand Authorization fees and Card Brand Assessments. With respect to American Express, Assessments shall also include, but not be limited to the OptBlue® Network Fee, Inbound Fee, Non-Swiped Transaction Fee, Non Compliance Fee Data Quality Fee, and Excessive Dispute Fees, among others; (xii) a "Batch Header" or "Data Capture" fee is one charged for each batch submitted by or on behalf of the Merchant; (xiii) "Monthly Minimum" fees will be charged to the extent the Transaction fees for Bank Card (Visa, MasterCard or Discover Credit Cards or Signature Debit Cards, plus American Express if settled to Merchant under this Agreement) Transactions are less than the specified minimum; (xiv) other one-time or recurring monthly fees are as described in the Schedule of Fees as amended from time to time; (xv) the term "e-Commerce" means those Transaction: accepted through the use of a web site; and (xvi) an "Access fee" is a monthly fee charged for Merchant's access to the applicable Card Brand networks indicated on the Schedule of Fees as amended from time to time. (d) Merchant acknowledges that the monthly fees apply to each Merchant identification number assigned to Merchant. Merchant agrees that the amounts of such fees set forth on the Schedule of Fees may be amended from time to time by EMS and Bank pursuant to the terms of this Agreement. (e) Merchant acknowledges that in determining whether to accept the Application and in setting the Discount Rate and Fees, Transaction Fees and other amounts to be charged Merchant, Bank and EMS have relied upon the tion contained in the Application including but not limited to the type of business in which Merchant is engaged, the product or service sold, the average Transaction or ticket size and monthly volume, the amount engine on the product of advice survey are averaged management and an average in the organized of the phone and mail order sales, and the ratio of Keyed/Swiped Transactions. If any of the foregoing information on which Bank and EMS relied is materially misstated, or if Merchant changes the nature of its business from that indicated on the Application or otherwise changes its business or goods sold or services rendered in a way that may increase Bank's and/or EMS's risks or costs, or lead to excessive Chargebacks. or if Merchant's percentage of on and off premises, mail, telephone, and internet transaction sales varies from that disclosed in the Application, the Discourt Rate, as amended from time to time, shall be the sum (i) the then current Discount Rate plus (ii) Five Percent (5.00%) (or such lower amount that is acceptable to Bank and EMS). In the event of a change in the parameters stated above, or should special circumstances arise which shall temporarily or permanently change existing conditions, Merchant must notify Bank or EMS prior to those changes, so that adjustments can be made. (f) Fees become due at the time a Transaction is submitted to Bank and EMS. Merchant agrees to close batches at least once every business day, and acknowledges the Discount Rate and other fees and charges in the Schedule of Fees, as a mended from time to time, are contingent upon the foregoing, and further understands that in the event that batches are not closed at least daily. (i) Bank and EMS may initiate batch closing on Merchant's behalf, and (ii) the batcheane Interchange qualification of Transactions may change, resulting in additional charges as described in the Schedule of Fees, as amended from time to time. (g) Merchant acknowledges that higher Assessment and or Interchange fees apply to sales or credit drafts emanating from foreign (non-U,S.A.) Credit Cards or commercial Cards issued for business purposes. (h) For every Transaction, an Authorization matching the sales amount exactly (or within 15% for hotels and car rentals, 20% for restaurants, bars and night clubs) must be obtained, or a higher Discount Rate and other fees and charges in the Schedule of Fees, as amended from time to time, shall apply. (i) Merchant benefits of Data and Breach protection (1) are provided solely through a third party vendor and neither EMS nor Bank shall have any obligation therefor, and (2) are only available in any particular month to the extent Merchant timely documents full compliance in that month with PCI Council Data Security Standards, PLEASE REFER TO THE SCHEDULE OF FEES INCORPORATED INTO THIS AGREEMENT, AS AMENDED FROM TIME TO TIME, FOR THE AMOUNT OF THESE FEES

or information, including but not limited to, Debit Card Transactions, batch closing, Authorizations, and any

10. Sales Drafts. Merchant agrees to use a POS device, computer, telephone and related equipment approved by Bank and EMS for transmission of all Transaction data and to record each Transaction by "swiping" the Card through the POS device whenever a Card is present, or if a Card cannot be electronically read, to enter the Card number and expiration date into the POS device manually. Merchant shall prepare

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a sales draft in legible form for each Transaction. All items, goods and services purchased in a single transaction shall be included in the total amount on a single sales draft. Merchant shall legibly type, print or imprint the following information on each sales draft (a) the cardholder's name or name of authorized user; (b) the cardholder's account number and expiration date; (c) Merchant's correct name and address of business; (d) the date of the Transaction; (e) the total cash price of the sale (including all applicable state, ideeral or local surcharges and taxes); (f) the amount to be charged if a partial payment is made in cash or by check, or the amount to be charged it a partial payment is made as a deposit or as the balance owing after a deposit has been accepted; (g) a brief description of the goods or services; (h) the words 'deposit' or 'balance' if full payment is to be made in this manner at different times on different sales drafts. (i) the authorization approval code from the authorization center: and (i) for telephone orders transactions, the designation 'TO', and or neuring transactions, the designation 'MO', for preauthorized transaction in accordance with the Rules for each Transaction. Merchant warrants the cardholder's identity whether or not Authorization specied and whether or not Card is present. Marchant shall deliver to the cardholder a true and completed copy of the sales draft. Failure to comply with the above requirements will, in addition to other remedies, subject. Merchant to immediate termination, the extinisation to a Reserve Account under Section 16 hereof, and the Merchant to immediate termination, the astalishmetrio to the acrebider's information to other remedies, subject. Merchant to immediate termination, the extinistions to Bank and EMS under Section 19 hereof.

11. Retention of Records. Bank and/or EMS may examine and verify at reasonable times all records of Merchant pertaining to all Transactions processed hereunder. Merchant will be responsible for the retrieval of all sales drafts and receipts and credit receipts requested by Bank or EMS within the time limits established by the Rules. Merchant will retain originals or copies of sales drafts and receipts and credit receipts for at least three (3) years from the processing date of the Transaction. Merchant agrees to deliver the paper copy or facsimile of any such sales drafts and credit receipts in its files to Bank or EMS, or to such on as Bank or EMS may designate, within such period after request therefor as is required by law or by the Rules. Such requested copies must be legible. Merchant will be responsible for all liabilities arising from any failure to provide an acceptable copy of any sales drafts as required by law or the Rules. Prior to discarding any sales drafts or other records of Transactions, Merchant will destroy, in a manner rendering data unreadable, all material containing cardholder account numbers, Card imprints, and carbons. Merchant shall not under any circumstances retain cardholder information including cardholder name, account number, expiration dates, billing addresses, etc. in a database that can be accessed via a web-based application. Merchant shall indemnify and hold Bank and EMS harmless from all judgments, losses, costs and expenses, including reasonable attorneys' fees, incurred by Bank or EMS and arising out of any claim by cardholders whose security has been breached due to violation of Merchant of this Section. Merchant acknowledge that EMS may pass on research fees of up to \$75 per hour resulting from research of archived records that are the responsibility of the Merchant. Merchant further acknowledges that it is responsible for examining its monthly Merchant Statement for billing accuracy. EMS reserves the right to limit billing error corrections and refunds to those occurring within the last ninety (90) days. Merchant further agrees that Bank or EMS or their representatives may, during normal business hours, inspect, audit, and make copies of Merchant's books, counts, records and files pertaining to any transactions, refunds or adjustments thereon.

12. Chargebacks, For purposes of this Agreement, "Chargeback" shall mean the procedure by which a sales draft or other indicia of a Transaction (or disputed portion thereof) is denied or returned to Bank or the issuing bank after it was entered into the appropriate settlement network for payment, in accordance with the Rules, for failing to comply with the Rules or due to a cardholder dispute, the liability of which is the Merchant's responsibility. As used in this Section 12, "Bank" refers to the Bank and/or EMS (to the extent authorized by Bank and not prohibited by the Rules), unless the context indicates otherwise. Merchant understands and acknowledges that an authorized sale does not constitute a guarantee of payment, only available credit, and may be subject to dispute or chargeback. Notwithstanding any nonrecourse provision contained herein, Merchant is responsible for any and all Chargebacks, as well as Card Brand fines, assessments and fees related to or arising out of such Chargebacks, and will pay Bank, upon demai and without notice, the face amount of any Chargeback, and Bank shall have the right, before or after the termination of this Agreement, to debit the Merchant's DDA, incoming transactions, or any other funds of the Merchant in Bank's direct or indirect control by reason of Bank's security interest granted by Merchant under Section 14 below, for the face amount of any Chargeback including without limitation and by way of example. in any of the following circumstances: (a) a mail order, e-commerce order, or telephone order Transaction is disputed by the cardholder; (b) merchandise has been returned or service canceled by cardholder and cardholder requested a credit from Merchant and such credit was not processed by Merchant; (c) the purchase had not been authorized as required or the denial of an Authorization was disregarded; (d) a Transaction is for a type of merchandise or services other than as described in the Application and the draft was charged back by the cardholder; (e) the cardholder contends or disputes to Bank, EMS or the appropriate issuing bank that: (i) the goods or services were not received by the cardholder or their authorized user or (ii) the goods or services received by cardholder or their authorized user do not conform to what was on the sales draft or (iii) goods or services of value were defective or (iv) the dispute reflects a claim or defense authorized against card issuers or creditors by a relevant statute or regulation; (f) Merchant fails to honor a retrieval request from Bank or EMS for an original sales draft in accordance with the requirements hereof; (g) a sales draft is illegible, incomplete or does not contain a Transaction date on the face or such dollar amount has been altered or incorrectly entered and sales draft has been charged back by the Card issuer; (h) the sales draft contains the imprinted or otherwise transcribed description of a Card other than the Card specified; (i) the transaction was generated through the use of an invalid, altered, counterfeit or expired Card; (i) no signature appears on the sales draft or sales draft does not contain the embossed legend from a Card or Merchant has failed to obtain the specific authorization from a designated Authorization Center to complete the Transaction and/or the cardholder has certified in writing, to Bank, EMS or the issuing bank that he did not make or authorize the Transaction; (k) security procedures have not been followed or where the signature on the sales draft is different from the signature appearing on the signature panel of the Card and the sales slip is charged back; (I) a Card issuer, Bank or EMS has information that Merchant fraud occurred at the time of the Transaction, whether or not such Transaction was authorized by the issuer and the cardholder neither participated in nor authorized the Transaction; (m) if with respect to any one Merchant outlet, the ratio of questionable Merchant activity to Card sales exceeds industry standards, in the sole determination of Bank or EMS; or (n) the failure to utilize EMV capability where required. If, with respect to any one of Merchant's outlets, the amount of any Card counterfait or fraud incidences becomes excessive, in the sole and absolute discretion of Bank or EMS, Merchant may be charged back for all Transactions, terminated immediately for cause, and Merchant's funds, including but not limited to those incoming Transactions and in Merchant's DDA and Reserve Account shall be held pursuant to the provisions of this Agreement. Merchant agrees to accept and understands that it is responsible for all Chargebacks and understands that some Chargebacks cannot be rebutted or remedied. Merchant agrees to satisfy directly with the cardholder any claim or dispute arising from a Transaction. Bank and EMS will provide Merchant with available information, if any, to assist Merchant in its response to any Chargeback. Bank and EMS shall

62019 Electronic Merchant Systems. Electronic Merchant Systems is a registered ISO/MSP of BMO Herris Bank, NA, Central Bank of SL Louis, Chesapeake Bank, Esquire Bank, and Merrick Bank. Page 5 of 8

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID 2057 DR2-5

Carson Attachment Y, Page 5 of 36

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413

retain any discount and/or other fee related to a Chargeback. Merchant understands that Bank and EMS will assess a fee to process each Chargeback, or other charges that may be established by Bank and EMS from time to time. Furthermore, Bank and EMS may assess Merchant for any fines imposed by MasterCard, Visa, Discover and American Express plus a processing fee for such fine as may be required by Bank and EMS at their sole discretion. Disputes relating to Chargebacks shall be governed by the Rules, including Merchant's obligation to provide required documentation. If the actual Card is "not present", Merchant also understands and acknowledges that Merchant bears one hundred percent (100%) of the risk of Chargeback under the Rules, for all Transactions, including any Authorizations.

13. Returns and Credits. Merchant shall maintain a fair policy permitting refunds, exchanges, returns and adjustments in accordance with applicable law. If, with respect to any Transaction, any goods are accepted for return or any services are refunded, terminated or canceled, or any price adjustment is allowed by Merchant and except where otherwise required by law or governmental regulations, Merchant shall not under any circumstances, except as permitted by certain debit card networks, during the term of this Agreement, issue cash for return of goods or cancellations of service where goods or services were originally purchased in a Transaction. Instead, Merchant shall utilize a credit record evidencing such refund or adjustment. Merchant must process the credit record Transaction within three (3) business days of the original Transaction. Merchant shall date each credit record with the credit date and include thereon a brief description of the goods returned, services canceled or adjustment made and the amount of the credit, in sufficient detail to identify the Transaction. A completed copy of the credit record shall be delivered to the cardholder at the time of each return or cancellation of a transaction. The credit shall not exceed the amount of the original Transaction. The per item Transaction Fee will be applicable and Merchant may not receive a refund of Discount Fees paid for the original Transaction. With proper disclosure at the time of the Transaction, Merchant may: (a) refuse to accept goods in return or exchange and refuse to issue a refund to a cardholder; (b) accept returned goods in exchange for the Merchant's promise to deliver goods or services of equal value available from Merchant at no additional cost to cardholder; or (c) stipulate special circumstances agreed to by the cardholder. Proper disclosure shall be deemed to have been given only if, at the time of the Transaction, the following notice appears on all copies of the sales draft in legible letters at least one-quarter (1/4) inch high and in close proximity to the space provided for the cardholder's signature stating "NO REFUND" or "EXCHANGE ONLY" or "IN STORE CREDIT ONLY" or any special terms as applicable, or equivalent language, provided and to the extent such sales practices are permitted under applicable law

14. Security Interest. Unless the context Indicates otherwise, when used in this Section 14, "Bank" refers to the Bank and/or EMS (to the extent authorized by Bank and not prohibited by the Rules). IN ORDER TO SECURE ALL OBLIGATIONS OF MERCHANT TO BANK AND EMS ARISING FROM THIS AGREEMENT, MERCHANT HEREBY GRANTS BANK AND EMS A CONTINUING SECURITY INTEREST IN AND TO ALL DEPOSITS, REGARDLESS OF SOURCE, TO MERCHANT'S DDA AND OTHER ACCOUNTS IN THE DIRECT OR INDIRECT CONTROL OF THE BANK (INCLUDING THE RESERVE ACCOUNT), ESTABLISHED IN MERCHANT'S NAME OR BY ANY PARTY SIGNING THE PERSONAL GUARANTY AS PART OF THIS AGREEMENT, AND TO ALL PROCEEDS OF SAID DEPOSITS. The grant of said security interest shall survive the termination of this Agreement. Said security interest may be set-of or otherwise exercised by BANK without notice or demand of any kind by making an immediate withdrawal from or holding said account, upon Bank's or EMS's reasonable determination that a breach of any obligation of Merchant under this Agreement has occurred. The exercise of this security interest shall be in addition to any other rights of Bank and EMS under this Agreement or applicable laws. The parties specifically acknowledge and affirm that pursuant to the Uniform Commercial Code, Bank has a general lien and right of offset upon all funds on deposit with Bank, which shall stand as one continuing collateral security for the timely performance by Merchant of all of its obligations to Bank and EMS. Bank and EMS shall also have the right to require Merchant to furnish such other and different security as Bank or EMS shall deem appropriate In their sole discretion in order to secure Merchant's obligations under this Agreement. Merchant agrees to execute any documents or take any actions required in order to comply with and perfect any security interest. under this Section, at Merchant's cost. To the extent permitted by law and the Rules, Merchant irrevocably authorizes Bank and EMS to record any financing statement or other documents relating to this security interest. Merchant represents and warrants that no other person or entity has a security interest in the property described herein and that this security interest is a first lien security interest and secures Merchant's obligations to Bank under this Agreement. Merchant must obtain the prior written consent of Bank before granting any subsequent security interest in the property described herein.

15, Reserve Account. Unless the context indicates otherwise, when used in this Section 15, "Bank refers to the Bank and/or EMS (to the extent authorized by Bank and not prohibited by the Rules). In addition to the security interest and Chargeback rights granted to Bank and EMS by Merchant, Merchant hereby authorizes Bank or EMS to establish a non-Interest bearing "Reserve Account", with or without notice to the Merchant, at any time prior to, at, or after the termination of this Agreement, when the Bank or EMS have determined that any of the following has occurred: (a) reasonable doubt exists concerning Merchant's ability to comply with this Agreement; (b) Merchant's breach of this Agreement or other applicable Rules and regulations; (c) excessive Chargebacks, customer disputes, ACH rejects, retrieval requests or the reasonable possibility of any of the foregoing occurring; (d) inability of the Merchant to fund any potential Chargebacks, post termination fees, charges or other expenses and fees payable to the Bank or EMS; (e) suspicious Transaction activity or Transaction activity which requires further research to verify or antiate. The Reserve Account is not a bank account, but is an account payable to Merchant by Bank intended to cover Merchant obligations under this Agreement. Bank may elect to deposit all or a portion of the balance of the Reserve Account in a depository account or trust account at Bank, however, neither Merchant nor its creditors shall have any rights of withdrawal, pledge or assignment with respect to any such bank account. The Reserve Account may be funded, supplemented or replenished by the Bank in any or all of the following methods to the extent permitted by the Rules: (a) one or more debits to Merchant's DDA; (b) one or more deductions from payments due Merchant (including but not limited to regular deductions calculated as a percentage of net batch amounts); or (c) if Bank, EMS and Merchant agree, delivery of letter of credit or certificate of deposit issued by a financial institution acceptable to Bank and EMS. Merchant hereby agrees that Bank shall have a full right of offset with respect to the Reserve Account, and that Bank may deduct from this Reserve Account any amount owed to Bank or EMS in accordance with this Agreement or any other agreement with Merchant, Any balance in the Reserve Account may be held until the expiration of any applicable Chargeback rights under applicable Rules of the Card issuer, whose holding period may Is any approache of margoodor, name approache notes of the and issuer, whose noting behavior may extend beyond the termination of this Agreement. Bank may fund, supplement or replenish the Reserve Account in such an amount as Bank or EMS may reasonably estimate is necessary to secure Merchan's payment, chargeback and other obligations under this Agreement. Without limiting the generality of the foregoing. Merchant shall, upon termination of this Agreement, maintain sufficient balance in the Reserve Account in such amount as may be reasonably required by Bank or EMS until all of the Chargeback rights

of the Transactions processed preceding termination have expired. If, after all such Chargetack rights have expired, Bank and EMS are unable to return the funds in the Reserve Account to Merchant after using reasonable efforts to contact Merchant, a fee of \$95 per month shall be deducted from the Reserve Account in order to offset the administrative, clerical, legal, and risk management costs incurred by Bank and EMS to monitor the funds remaining in the Reserve Account. Merchant hereby agrees that any financial institution at which Merchant maintains a deposit account may rely upon an executed copy of this Agreement provided by Bank as Merchant's agreement that said financial institution shall be released from any liability for any good faith compliance with the express written instruction and authorization as set forth herein to permit such offset by Bank.

16. Warranties by Merchant, Merchant represents and warrants to Bank and EMS that all statements on the Application are true, and that Merchant will promptly inform Bank and EMS in writing of any statements on the Application that cease to be true. Merchant also represents and warrants to Bank and EMS that it has taken all necessary action and has the authority to enter into this Agreement with Bank and EMS and that the person(s) signing for or on behalf of Merchant is (are) specifically authorized and directed to do so by Merchant. This Agreement constitutes the legal, valid and binding obligation of Merchant, enforceable against Merchant in accordance with its terms. Without limiting any other representations warranties, covenants and agreements hereunder. Merchant agrees, represents and warrants to Bank and EMS that at all times during the term of this Agreement: (a) Merchant is engaged and will engage in the lawful business shown on the front of the Application and is duly licensed under the laws of the State, County and City in which Merchant is located to conduct such business, and in conducting such business will engage in unfair, deceptive, or abusive practices; (b) Merchant currently accepts or desires to accept Cards for the purchase of goods and services through Transactions with cardholders, (c) Merchant has not been terminated from the settlement of card transactions by any financial institution or determined to be in violation of the rules and regulations of Bank, EMS, MasterCard, Vise, American Express or any other Card Brand or network; (d) Merchant does and will fully comply with all federal, state, and local laws, rules and regulations, as amended from time to time, including all laws with respect to consumer protection and credit, including, without limitation, the Consumer Financial Protection Act and any regulations issued by the Consumer Financial Protection Bureau, and the Rules; (e) Merchant is aware that Visa, MasterCard, Discover American Express and other Card Brands maintain and publish various guides and best practices policies with respect to risk management, cardholder data security, chargeback management, fraud prevention, and displice resolution and will familiarize itself with those materials and any amendments to them, and will accept Cards in accordance with the terms of this Agreement and the operating and other rules and regulations of the Card Brands including without limitation the American Express Merchant Operating Guide as such terms may be amended from time to time; (f) except to the extent inconsistent with specific provisions of this Agreement, Merchant also will comply with any and all best practices guidelines provided by EMS; (g) Merchant will provide Bank and EMS sixty (60) days prior written notice of its intent to (i) transfer or sell 10% or more of its total stock, assets and/or liquidate, (ii) change the nature of its business, or (iii) convert all or part of its retail sales to mail, e-commerce, or telephone orders or any other sales method in which the Card is not present and swiped through the POS terminal. (h) as to each Transaction presented to Bank and EMS for payment: (i) the sales draft is and will be valid in form and has been completed in accordance with the Rules, all applicable laws and requirements, (ii) Merchant has delivered goods to the Cardholder or completed the service described on the sales draft in accordance with Merchant's agreement with the Cardholder, (iii) each sales draft represents a bona fide Transaction directly between the Merchant and the cardholder in the Merchant's ordinary course of business and the sales draft shows the cardholder's indebtedness for the total amount shown, (iv) the cardholder has no claim, defense, right of offset, or dispute against Merchant in connection with the purchase of the goods or service and Merchant will provide adequate services to cardholders and will honor all warranties applicable thereto, (v) Merchant has not charged cardholder any separate or additional fee(s) in connection with the Transaction other than as may be required by law or permitted by the Rules (the foregoing shall not prohibit Merchant from extending discounts to customers paying by cash, check, or any other means, other than by Card), and (vi) each Transaction was and will be placed by a person who is the cardholder or authorized user of the Card. (i) all of Merchant's business locations engage and will engage in the same or substantially similar business activity as that listed on the face of this Agreement; (i) the percentage of mail and/or telephone order sales listed by Merchant is and will be consistent at all of Merchant's locations; (k) Merchant does not and will not offer enticements or incentives to cardholders in connection with Transactions for the sale of Merchant products: (i) Merchant uses and will use both the name and address shown on the front of the Agreement on all sales drafts and does not and will not use any other name; (m) Merchant shall include all items of goods and services purchased in a single Transaction in the total amount on a single sales draft or trai action record (i.e., Merchant shall not "split tickets") and shall not submit duplicates of any transaction; (n) Merchant will process no Transaction between a cardholder and an entity other than Merchant; (o) Merchant shall be responsible for its employees' and agents' actions whether or not authorized by Merchant (p) Merchant will not knowingly submit, and hereby acknowledges that Bank and EMS will not knowingly accept, fo submission any Transaction that is illegal or that the Merchant should have known was illegal; (q) in the event Merchant was undergoing a forensic investigation at the time this Agreement was signed. Merchant fully cooperate with the investigation until it was completed; (r) Merchant certifies that it has provided Bank and EMS its correct federal tax identification number, is not subject to backup withholding, and is a U.S. citizen or other U.S. person; (s) except as disclosed to Bank and EMS in writing, within the preceding 10 years neither Merchant, nor its Guarantor(s) or owner(s) identified on the Application has been (i) convicted of a felony. (ii) placed in any Card Brand compliance monitoring program. (iii) the subject of, or a related party in, any complaint or investigation with the National Automated Clearing House Association (NACHA). (iv) placed on the Terminated Merchant File (MATCH) or Office of Foreign Assets Control (OFAC) lists, or (v) the subject of an adverse judgment relating to consumer protection laws or regulations; and (t) Merchant owns a manual imprinter and will provide imprinted sales drafts whenever necessary. Merchant further warrants and agrees that it shall not, without the cardholder's consent and as permitted by law and the Rules, sell, purchase, provide, or exchange card account information in the form of sales drafts, mailing lists, tapes, or any other media obtained by reason of a Transaction or otherwise, to any third party other than to Merchant's agents approved by Bank and EMS for the purpose of assisting Merchant in its business, to Bank, EMS, or the respective card issuer or Card Brand or pursuant to lawful government demand. All media containing card account numbers must be stored in an area limited to selected personnel until discarding and must be destroyed in a manner that will render the data unreadable. Merchant will not disclose and will keep confidential the terms and conditions of this Agreement. If Merchant processes and stores Card data and/or combineria the terms and consistent on the Agreement. If where the processes are sub-solar consistent of the and the solar solar and the solar sola Solar protecting used data and memaming security measures, including the Full counter Dos. Fearlie to compry with the Rules or foregoing requirements, the occurrence of any significant circumstance that may create herm or loss of goodwill to any Card Brand, and/or any security breach compromising Card data shall make the Merchant liable for any network fines, fees and/or unauthorized charges to compromised Card accounts and may result in immediate termination. Merchant understands and agrees that violation of any of the d Card accounts.

E2D19 Electronic Merchant Systems. Electronic Merchant Systems is a registered ISO/MSP of BMO Harris Bank, NA, Central Bank of SL Louis, Chesapeake Bank, Esquire Bank, and Merrick Bank. Page 6 of 8

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID 2057

Carson Attachment Y, Page 6 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 65 of 189 Page 85 of 407 Page 283 of 407

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000

UNREDACTED PER 12 USC §3413

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foregoing warranties, representations, covenants and agreements or otherwise provided in this Agreement, shall constitute an event of default and breach by Merchant of this Agreement, and may cause this Agreement to be immediately terminated, or be subject to termination, and may result in all funds being placed in a Reserve Account pursuant to Section 15 hereof.

17. Term. The term of this Agreement shall be twenty four (24) months commencing on the acceptance of the Application and this Agreement by Bank and EMS and the issuance of a merchant account identification number to Merchant identifying Merchant for accounting, billing, oustomer service and related purposes in connection with the Services. Thereafter, the Term shall automatically renew for additional consecutive twenty four (24) month terms, unless written notice of termination (to be effective upon the expiration of the then current term) is provided by Merchant to Bank and EMS or by Bank and EMS to Merchant at least ninety (90) days prior to the then existing term, unless earlier terminated in accordance with the provisions of this Agreement.

18. Termination and Events of Default. This Agreement may be terminated and/or operation of this Agreement suspended upon the giving of notice by Bank and/or EMS in the manner prescribed for notices herein. Such termination and/or suspension of operation shall be effective immediately or at any later date that is specified in the notice. Such termination and/or suspension of operation may be for any breach by Merchant of this Agreement or for any other reason, including but not limited to: (a) Bank and/or EMS mines that Merchant's type of business as indicated on the Application differs from the actual type of business Merchant operates; (b) Merchant moves or relocates to a new location without giving Bank and EMS at least thirty (30) days prior written notice; (c) the business as conducted by Merchant could endanger the safety and/or soundness of Bank or EMS; (d) the Merchant's owner, officer or corporate entity separate relationship with Bank and/or EMS and such relationship has been terminated by Bank and/or EMS; (e) Merchant and/or any of its guarantors files for bankruptcy or is otherwise shown to be insolvent; (f) Merchant has Chargebacks and or returns and credit transactions which exceed one-half of one percent (0.50%) of the total number of Transactions or the total dollar value of Transactions completed by Merchant in any thirty (30) calendar day period, (g) Merchant owes money to Bank and/or EMS or any of their respective affiliates, and fails to make a timely payment thereof, (h) Merchant has breached or is in default under an End-User Agreement or similar agreement regarding the provision of web hosting, e-mail, electronic commerce, domain name and/or other internet application or system services; (i) Merchant fails to notify Bank and EMS if it knows or suspects that cardholder personal information has been compromised (j) EMS and / or Bank is otherwise not secure (as determined by EMS and / or Bank, in its sole and absolute discretion) with respect to Merchant's financial position; (k) the continued provision of services to Merchant would pose a level of risk and/or exposure to EMS or Bank (including, without limitation, credit, operational, reputational, financial, technological, security and/or fraud risk or exposure) that Bank or EMS considers, in its sole discretion, to be unacceptable; or (I) the Rules require that EMS and/or Bank terminate and/ or suspend this Agreement. Bank and/or EMS in their sole discretion also may terminate and/or suspend operations, as described above, of any merchant processing agreement(s) of any other business that is commonly owned with or controlled by Merchant, in addition, Merchant hereby acknowledges that the Card Brands have the right to terminate or limit this Agreement. In the event of termination by Bank or EMS due to breach by Merchant of any of the terms and conditions of this Agreement, Merchant shall pay to EMS the early termination fee disclosed in the Schedule of Fees. Upon the occurrence of an event of default or the termination of this Agreement by Bank or EMS in accordance with the terms hereof, Bank and EMS shall be entitled to pursue all rights and remedies available to it or them under this Agreement, at law or in equity, including but not limited to placing the Merchant in the "Terminated Merchant File" and collection of the early termination fee. All obligations of confidentiality and of any party to this Agreement to pay funds to another shall survive any termination hereof. Nothing herein shall be construed as relieving Merchant of the obligation for the Minimum Discount Fee as provided in Schedule of Fees for the term of this Agreement.

19. Indemnification; Bank and EMS Liability. Merchant agrees to indemnify and hold Bank and EMS harmless from and against any Card Brand fines, assessments, or fees, and all losses, liabilities, damages and expenses (including attorneys' fees and collection costs) arising out of or related to: (i) the services provided hereunder; (ii) breach of any warranty, covenant, agreement, term or condition of this Agreement, applicable law, or the Rules by Merchant, its employees, agents or third party servicers; (iii) any action by Bank or EMS to collect sums due from Merchant under the Agreement; (iv) any act or omission of, or misrepresentation by Merchant, its employees, agents, third party servicers or other third parties with which Merchant has contracted; (v) Merchant's processing activities and provision of goods and services to Cardholders, (vi) the negligence, willful misconduct, fraud or dishonesty of Merchant or Merchant's employees, licensees, successors, agents and/or assigns, (vii) services provided by Merchant's Internet service provider or other telecommunication services provider. Merchant agrees that Bank is not responsible for and has no liability in connection with the Non-Bank Services and Merchant agrees to indemnify and hold Bank harmless from and against any and all losses, liabilities, damages and expenses (including attorneys' fees and collection costs) arising out of or related to the Non-Bank Services. Except as expressly provided in this Agreement, Bank and EMS make no warranties whether express, implied or statutory, in connection with this Agreement. Without limiting the foregoing, BANK AND EMS DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Bank or EMS may utilize systems of others (including, but not limited to systems of any Card Brands, payment galeway services, or systems related to Non-Bank Services), in connection with its performances of the services described hereunder. Bank and EMS shall not be responsible or liable for any negligence or wrongdoing of such third parties, or any information provided by others or for the use of any system or equipment of Bank and EMS or others or for any circumstances beyond its control. The sole and exclusive liability of Bank and EMS and remedy of Merchant hereunder (including negligence) shall be general money damages not to exceed the amount of the item subject to claim or dispute, regardless of the characterization of such action. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL BANK AND EMS, OR THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY, FOR LOST PROFITS, LOST REVENUES. LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neithe Bank nor EMS shall be responsible or liable for any action taken by Bank or EMS (or the results thereof) that is authorized by this Agreement, the Rules, or applicable regulations or law. Neither Bank nor EMS that is autoritized by its regreterient, the roles, or approache regulatoris of term, measure ban no band shall have labelity for any taxes arising under this Agreement (which liability will be that of Merchant), other than taxes based on Bank's or EMS's income. Merchant acknowledges that Bank's indirectly involved in the administration of Merchant's Visa and Master Card Transactions (as a result of Bank's membership in flose Card Brand associations), but Bank has no similar relationship with respect to its Discover Transactions or erican Express Transactions. Merchant's relationship with those Card Brands is established (directly or

indirectly) through EMS.

20. Force Majeure. The parties to this Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any act of God. fire, flood, storm, earthquake, tidal wave, communications failure, sabotage, war, military operation, national emergency, mechanical or electronic breakdown, civil commotion or the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or either party's compliance therewith, or governmental produmation, regulation, or priority, or any other cause beyond either party's mesonable control, whether similar or dissimilar to such causes.

21. Notices. Any notice, request, instruction or other document directed to Merchant required or permitted under this Agreement shall be deemed to have been given; (a) upon receipt if by (i) personal delivery or (ii) overnight courier service by way of a national courier; (b) upon transmission if by (i) e-mail to the address provided by Merchant on this Agreement or the last address provided to EMS by Merchant, or (ii) fax to the fax number provided by Merchant on this Agreement or the last fax number provided to EMS by Merchant; or (c) on the third day after the same shall be sent by first class mail, postage prepaid, to the Bank or EMS from time to time by written notice. Merchant agrees to carefully and promptly review each monthy statement and other notices or materials accompanying the statement because notices (including those referring to detailed amendments or changes posted online) may be included on and with such statement. Any notice, request, instruction or other document directed to Bank or EMS requires that be demed to have been given on the third day after the same shall be sent by first class mail, postage prepaid, to EMS at 250 West Huron Rd., Site, 400, Cleveland, OH 44113 and to BMO Harris Bank N.A., at 8500 Governors Hill Road, Cincinnati, 010 45249, to Esquire Bank of Street, Kilmaimock, Virginia 22482, to Central Bank of St. Louis, 7707 Forsyth Boulevard, St. Louis, Missouri 63105 or to Merrick Bank at 10705 South Jordan Gateway, Suite 200, South Jordan, Utah 84095, or at such other addresses as EMS or Bank may give to the Merchant from time to time by written notice.

22. Severability. If any part of this Agreement is held unenforceable or invalid or prohibited by law, said part shall be deemed stricken therefrom and this Agreement shall be read and interpreted as though said part id hold exist, and shall not affect the validity or enforcement of any other provision.

23. Waiver. Neither the failure nor any delay on the part of Bank or EMS to exercise any right, remedy, power or privilege hereunder shall operate as a waiver nor be construed as an agreement to modify the terms of this Agreement, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then such waiver shall apply only to the extent specifically stated in such writing.

24. Entire Agreement. This Agreement, including the Application and any other documents executed in conjunction herewith, constitutes and expresses the entire agreement and understanding between the Merchant, Bank and EMS with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, by Bank, EMS or its sales representative, whether expressed or implied, oral or written. This Agreement is not effective and may not be modified in any respect without the approval of Bank. Merchant and Guarantor(s) acknowledge and agree (i) that this Agreement is made as part of a transaction solely for business and commercial purposes and is not primarily for personal, family, or household purposes, and (ii) that Bank, EMS and Merchant are "business association(s)" as defined to holin Revised Code Section 160.01(8)(2).

25. Assignment and Delegation. This Agreement may be assigned by Bank. EMS may subcontract, sublicense, assign, license, franchise, or in any manner extend or transfer to any third party any right or obligation of EMS set forth herein but only as may be approved by Bank and permitted under the Rules. This Agreement may not be assigned by Merchant without Bank's and EMS's prior written consents and any purported assignment without such consents shall be void. This Agreement shall be binding on the parties and their permitted heirs, successors, and assigns. Bank (and EMS, if and to the extent permitted under the Rules) reserves the right, in its sole discretion, to delegate or assign to third parties the performance of certain of Bank's (or EMS's, if applicable) servicing or settlement obligations to Merchant. The relationship of Bank, EMS and Merchant is solely that of independent parties contracting for services.

26. Disputes, Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event Merchant fails to pay Bark and or EMS Chargebacks, fees, settlement costs or other amounts due hereunder, Merchant (and guarantor(s) of Merchant's obligations and duties hereunder) agree that Bank and/or EMS chargebacks, tees, settlement costs or other amounts due hereunder, Merchant (and guarantor(s) of Merchant's obligations and duties hereunder) agree that Bank and/or EMS can sue Merchant (and any guarantors) in court. In the case of any such lawsuit, personal jurisdiction and exclusive venue shall lie in the fecerai or state courts of Cuyahoga Courty. Chio and Merchant (and any guarantof) hereby waves all objections to said jurisdiction. If in response to any lawsuit seeking to recover Chargebacks, lees, stellement costs or other amounts due hereunder Merchant (or its guarantors) asserts a counterclaim, cross claim and/or a third-party complaint against EMS or Bank, then the claims and defenses of EMS and/or the Bank and the claims and defenses of Merchant (and any guarantors) shall be subject to arbitration as set forth in Section 27, unless waived. Otherwise, the parties agree that no affirmative defense or request for setoff asserted by Kerchant (and any guarantors) in response to the complaint filed by Bank or EMS under this Section 26 shall exceed the amount sought by or awarded to Bank or EMS in the lawsuit. The parties hereby waive any right to trial by jury in connection with any dispute between them. Any claims cancerning errors in the Fees charged hereunder must be made in writing within six months of the occurrence of the error on which the claim is based, and must specify the grounds for the claim. No claim relating to Fees Charged hereunder must be brougit runt) thirty days after written nolle is provided. Merchant aknowledges and agrees that, in addition to clearing and setting Transactions, Bank collects fees,

27. Arbitration. Except as expressly provided in Section 26 any claim or dispute arising out of or related to this Agreement shall be finally resolved by final and binding arbitration. Whenever a party situate arbitration proceedings, it shall give written notice to that effect to the other parties. The party giving such notice shall retrain from instituting the arbitration proceedings if a dispute between or among themselves, if the parties are still unable to resolve the dispute between or among themselves, if the parties are still unable to resolve the dispute, the party giving nucle may institute the arbitration proceeding under the nucles of the arbitration proceeding under the nules of the American Arbitration Association ("AAA Rules"). Arbitration shall be on an individual basis only. There shall be no right or authority for any claims or disputes to be arbitrated on a class action or consolidated basis, or in a representative or private attorney general capacity. Arbitration

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Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID 2057 DR2-7

Carson Attachment Y, Page 7 of 36

UNREDACTED

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000

PER 12 USC §3413

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MERCHANT APPLICATION / AGREEMENT

Addendum for additional owners and officers.

Money-Laundering rules. Attach addi Name (4)			SSN			Title			
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Name (5)		-	SSN			Title			
Residential Address	City		State	Zip	Email Address*				Time at Residence OW YRS MOS RE
Drivers License or State ID No.	State of Issue	Equity Owners	nip %	Management Responsibility	? Date of Birth	,	Residenc	e Telephone*	Mobile Phone*
Name (6)			SSN			Title			
Residential Address	City		State	Zip	Email Address*				Time at Residence OW YRS MOS RE
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USA Student Debt Relief ("DR2") EMS MID 2057

Carson Attachment Y, Page 8 of 36

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000

285 of 407 UNREDACTED PER 12 USC §3413

MERCHARY AGREEMENT WYNAIR A'FIWAR

shall exclusively and solely be held in Cleveland. Ohio. The arbitration shall be conducted before a single arbitrator mutually chosen by the parties, but if the parties have not agreed upon a single arbitrator within fifteen (15) days after notice of the institution of the arbitration proceeding, then the arbitration shall be conducted by a panel of three (3) arbitrators. In such case, Merchant, on the one hand, and Bank and/or EMS on the other, shall within thirty (30) days after notice of the institution of the arbitration proceedings appoint one arbitrator. The presiding arbitrator shall then be appointed in accordance with AAA Rules. Decisions of the arbitrator(s) shall be final and binding on the parties. The arbitrator shall have the authority to award any remedy or relief a court of the State of Ohio could order or grant, including, without limitation. specific performance of any obligation created under this Agreement, the awarding of the issuance of an injunction or the imposition of sanctions for abuse or frustration of the arbitration process. Judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction and enforced with full judicial effect thereafter. All fees and expenses of the arbitration shall be bome by the parties equally and each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentations, provi however, that the arbitrator(s) is/are authorized to award any party such sums as shall be deemed proper for the time, expense and inconvenience of arbitration, including arbitration fees and expenses and attorneys' fees and expenses. Except to the extent that entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence by the parties.

28. Compliance and Disclosure of Information; Patriot Act. Merchant shall promptly provide such information and certifications as Bank and EMS may reasonably require from time to time in reviewing Merchant's compliance with the terms and conditions of this Agreement and the Rules, and all such information shall be true and complete. Merchant further agrees to produce and make available for inspection by Bank, EMS or its officers, agents or representatives, such books and records of Merchant as Bank or EMS may deem reasonably necessary to be adequately informed of the business practices and financial condition of Merchant, or the ability of Merchant to observe or perform its obligations to Bank and EMS pursuant to this Agreement. Mercharit further agrees to provide to Bank or EMS within seven (7) days of notice such information as Bank or EMS may request including but not limited to, credit reports, personal and/or business financial statements, income tax returns, or other such information as Bank or EMS may request. Merchant grants to Bank and EMS continuing authority to conduct credit checks and background investigation and inquines concerning Merchant and its owner(s) including, but not limited to, character and business references and the financial condition of Merchant and Merchant's owner(s). Merchant expressly authorizes Bank, EMS or its agents and representatives to provide and receive such information from any and all third parties directly, without further consent or authorization on the part of Merchant. Bank and EMS may share with others its credit, sales and other information. Merchant will not transfer, sell, or merge or liquidate its business or assets or otherwise transfer control of its business, change its ownership in any amount or respect, engage in any joint venture partnership or similar business arrangement, change its basic nature or method of business, types of products sold or engage in sales by phone, internet, or mail order without providing notice to Bank or EMS and providing Bank or EMS with the opportunity to terminate this Agreement. Merchant acknowledges that Bank has implemented a customer identification program as required under the USA Patriot Act and other similar state laws and regulations. Merchant agrees to make available to Bank and/or EMS such information as may be required by Bank in connection with its customer identification program and/or as required under the USA Patriot Act and related state laws and regulations. Merchant hereby expressly consents to disclosure by EMS of Transaction data, Merchant data, and other information about the Merchant to American Express, and, further, expressly consents to American Express' use of such information to perform its responsibilities in connection with its Card program, promote the American Express network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes and important transactional or relationship communications from American Express. American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with Card marketing and administrative purposes.

29. Amendments. This Agreement may not be modified in any respect without the approval of the Bank. This Agreement may be amended by Bank and EMS from time to time upon witten notice. Any amendment to the fees and rease set forth in the Schedule of Fees, including any additional fees, shall be effective on 30 days written notice. Any other amendment to this Agreement shall be effective on the effective date specified in the notice unless otherwise provided for herein. In the event of any amendment to the terms and conditions of this Agreement or of the fees payable to Bank or EMS hereunder, Marchant shall have the right to terminate this Agreement without the payment of the termination fee provided in Section 18 above by providing Bank and EMS written notice of such termination within 30 days after Merchant received notice of the amendment, except as otherwise required by the Rules. No such termination shall effect any obligation of Merchant to pay any fees, charges, or other obligations incurred by Merchant's submission of transactions to Bank and EMS on or after any amendment effective date constitutes acceptance of such amendment. Any alteration or modification to the preprinted form of this Agreement has no effect and, at the Bank and EMS on isotrom, may render this Agreement void.

 Privacy. Merchant acknowledges that it has read, understood, and hereby accepts EMS' Privacy Policy which is posted online at www.emscorporate.com/privacypolicy.

31. Survival, Any and all provisions of this Agreement that impose or could be construed to impose a continuing obligation, duty, or requirement upon Merchant, including but not limited to Merchant representations, warranties, covenants, indemnification for chargebacks, returns and reversals, duties of account maintenance, limitations of liability, governing law and venue shall survive the expiration or termination of this Agreement for any reason.

32. Construction, The captions contained in this Agreement are for the convenience of the parties and shall not be construed or interpreted to limit or otherwise define the scope of this Agreement.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, such counterparts to constitute but one and the same instrument.

34. Agent. In its' performance of the Services, EMS is acting solely on behalf of Bank as its agent, and is subject to Bank's oversight pursuant to the Rules. Bank is responsible for providing settlement funds directly to Merchant hereunder, based upon instructions given by EMS or EMS' service provider, and (a) EMS may not have access to any Transaction funds or Reserve Account funds due to Merchant, and (b) no obligation to pay Merchant related to the Services may be delegated to, or assumed by EMS.

35. Default Interest Rate. Merchant agrees that all emounts due and payable by Merchant to Bank or EMS under this Agreement shall accrue interest at the rate of one and one-half percent (1.50%) per month, or the maximum interest rate permissible under law, whichever is lesser, beginning as of date due and

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continuing following any judgment obtained by Bank or EMS against Merchant until paid in full.

36. Financial Accommodation. The acquisition, processing and settlement of Transactions is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Agreement cannot be assigned or enforced and Bank and EMS shall be excused from performance hereunder.

37. Covenants applicable to American Express acceptance. The provisions of the American Express Operating Guide are incorporated herein by reference and made a part hereof (see http:// www.americanexpress.com/merchantopguide). Merchant hereby expressly authorizes EMS to submit Transactions to, and receive settlement from. American Express on behalf of the Merchant. American Express is hereby conferred third-party beneficiary rights, but not obligations, to this Agreement that will fully provide American Express with the ability to enforce the terms of this Agreement against the Merchant. Merchant may, at any time, opt out of accepting American Express Cards without directly or indirectly affecting its rights to accept other Cards.

Merchant acknowledges that If may be converted from the OptBlue® Program to a direct Card acceptance relationship with American Express if and when It becomes a High CV Merchant in accordance with the Rules and expressly agrees that upon conversion, (i) the Merchant will be bound by American Express' then-current Card Acceptance Agreement; (ii) American Express will set pricing and other fees payable by the Merchant for American Express Card acceptance; and (iii) Authorization or other Transaction Fees may still be payable to EMS pursuant to the Schedule of Fees In this Agreement. Neither Bank nor EMS is a party to the American Express Card acceptance agreement.

Merchant may not bill or collect from any Card Member for any purchase or payment on the American Express Card unless Chargeback has been exercised, the Merchant has fully paid for such Charge, and it otherwise has the right to do so.

Merchant's refund policies for purchases on the American Express Card must be at least as favorable as its refund policy for purchase on any other Card and the refund policy be disclosed to Card Members at the time of purchase and in compliance with Applicable Law.

Any and all American Express Card Member Information is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, Merchant must not disclose American Express Card Member Information, nor use nor store it, other than to facilitate Transactions at Merchant's establishments in accordance with this Agreement. Merchant must ensure that it and any third parties it ensists to facilitate Transaction processing complies with the American Express Technical Specifications (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process Transactions. Merchants may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure complexe with the Technical Specifications, Merchants should work with EMS.

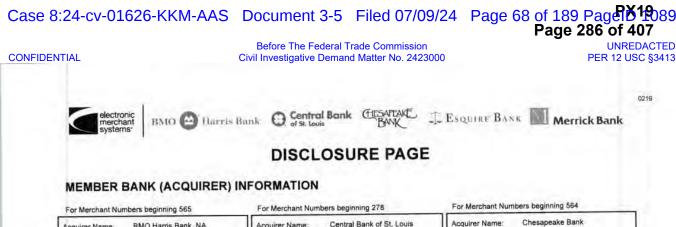
If a Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify EMS immediately; (ii) policies must be conveyed to the Card Member prior to completion of the Charge and printed on the copy of a receipt or Charge Record the Card Member signs; (iii) if not providing retunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Charge Record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Card Member or issue Credit for any portion of the Charge for which Merchant has not delivered the goods or services.

This Agreement shall be effective only upon (i) acceptance and/or signature by EMS, and (ii) the approval of Bank. Merchant's submission of transactions under this Agreement shall constitute Merchant's acknowledgment of acceptance of this Agreement by Bank and EMS. Any application fee paid to Bank or EMS is nonrefundable whether or not Merchant and this Agreement are accepted by Bank and EMS.

Merchant Name (Print)		
By: Luisa Rojas	Againery agreed by cause Rigan Cause 20x40.04 cst 1: 0.4029 - Alfred	04/17/19
Authorized Signature		Date:
Luisa Fernanda Rojas		
Authorized Signer's Name	(Print)	
lts:	_	
Guarantor		Date:
Guarantor	7-	Date:
	Chesapeake Bank, Esquire Bank, and Merrick Bank.	

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID 2057 DR2-9

Carson Attachment Y, Page 9 of 36



PER 12 USC §3413

For Merchant Num	bers beginning 565	For Merchant Numb	pers beginning 278	For Merchant Num	bers beginning 564
Acquirer Name: Acquirer Address:	BMO Harris Bank, NA 8500 Governors Hill Road Cincinnati, OH 45249	Acquirer Name: Acquirer Address:	Central Bank of St. Louis 7707 Forsyth Boulevard St. Louis, Missouri 63105	Acquirer Name: Acquirer Address:	Chesapeake Bank 5000 Foundation Street Williamsburg, VA 23188
Acquirer Phone:	888-340-2265	Acquirer Phone:	314-862-8300	Acquirer Phone:	757-941-1335
For Merchant Num	bers beginning 633	For Merchant Num	bers beginning 632		
Acquirer Name: Acquirer Address:	Esquire Bank 100 Jericho Quadrangle Suite 100 Jericho, NY 11753	Acquirer Name: Acquirer Address:	Merrick Bank Merchant Services Dept. 135 Crossways Park Drive North Suite A Woodbury, NY 11797		
Acquirer Phone:	800-996-0213	Acquirer Phone:	800-267-2256		

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES

- 1. A Visa or MasterCard Member is the only entity approved to extend acceptance of Visa or MasterCard products directly to a Merchant.
- 2. A Visa or MasterCard Member must be a principal (signer) to the Merchant Agreement.
- 3. The Visa or MasterCard Member is responsible for educating Merchants on pertinent Visa or MasterCard Operating Regulations with which Merchants must comply.
- 4. The Visa or MasterCard Member is responsible for and must settle funds with the merchant.
- 5. The Visa or MasterCard Member is responsible for all funds held in reserve that are derived from settlement.

MERCHANT INFORMATION

Merchant Name:	Start Connecting LLC dba USA Student Debt Relief
Merchant Address:	1412 Pine Bay Drive Sarasota, FL 34231
Merchant Phone:	800-765-8073

IMPORTANT MERCHANT RESPONSIBILITIES

- 1 Ensure compliance with cardholder data security and storage requirements. (Go to www.Visa.com, select Small Business and Merchants, select Operations and Risk Management, select Cardholder Information Security Program. Go to MasterCard.com, select Merchants, Safety Security, Security Recommendations, Site Data Protection-PCI.)
- 2. Maintain fraud and chargeback below thresholds.
- 3. Review and understand the terms of the Merchant Agreement.
- 4. Comply with Visa and MasterCard Operating Regulations.
- (Go to www.Visa.com, select Small Business and Merchants, select Operations and Risk Management, select Rules for Visa Merchants. Go to MasterCard.com, select Merchants, MasterCard Rules.)

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Visa or MasterCard Member (Acquirer) is the ultimate authority should the merchant have any problems.

Luisa Rojas	Digitally signed by Lussa Rope Date: 2019.04 19 11:53:34 -0500	04/17/2019	
Merchant's Signature		Date	
Luisa Fernanda Rojas MEMBER			
Merchant's Printed Name & Title	White Copy - EMS	Yellow Copy - Merchant	

USA Student Debt Relief ("DR2") **EMS MID** 2057

Carson Attachment Y, Page 10 of 36

CONFIDENTIAL		Contraction of the second	ral Trade Commission mand Matter No. 2423000		UNREDACTED PER 12 USC §3413
	RO TIONS ME	PHO	SPECTION REPORT DNE (623) 930-0466 FAX (623) 930-0560 <u>ositeinspections.com</u>	C	electronic merchant systems
Metro Order #:2245	599	EMS ID #	4031	Order Da	te: APRIL 26, 2019
Business Informatio Legal Name of Busine Doing Business As: Address: City/State/Zip:	ss: START CONNE	T DEBT RELIEF NY DR	Contact Person: LUI Work Phone: Mobile Phone: Home Phone: Email Address: INFO		
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DATE OF INSPECTIO		and a second second second			D DV
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ADDITIONAL INFORMATION

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand



DR2-123

Carson Attachment Y, Page 11 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 70 of 189 Page 288 of 407

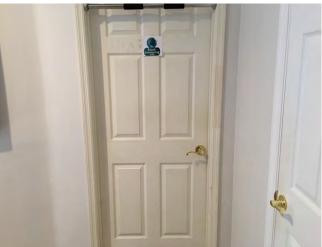
CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 e 288 of 407 UNREDACTED PER 12 USC §3413













Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID 2057 DR2-124

Carson Attachment Y, Page 12 of 36

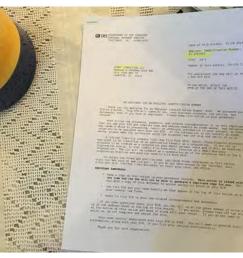
Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 71 of 189 Page 289 of 407

CONFIDENTIAL

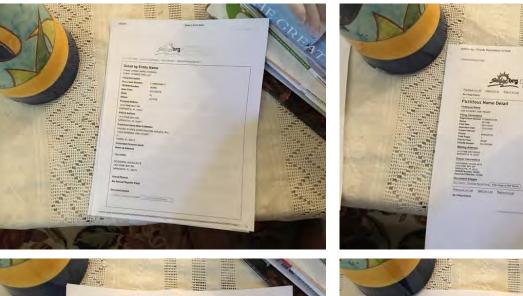
Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000

UNREDACTED PER 12 USC §3413















Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID 2057

DR2-125

Carson Attachment Y, Page 13 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 72 of 189 Page 290 of 407

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Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000

UNREDACTED PER 12 USC §3413

	USA	Stud	ent Debt Relief	MANUA	
Y N				Proto Type	
Position	Init	Date	Problem		
	rnobles	4-26	2019		
Scanned PreBank Problem	rnobles	4/26		Office # Rep Code	
PREBANK KICKBACK		'		Partner #	
Printed Deal Paperwork	rnobles	4-26	254	Change Office # to:	1
Credit	rnobles	4-26	18	Approved by:	fho. Br
Amos Record	mobles	4-26	()	Agent: Brett Husak Support: Mike Snyder	BA
Verification of Paperwork	55	SK	Sectores,	Salesperson: Brett Husak City Manager: Brett Husak	/
Deal Approved	A	3			
Signature	IN	11		n a filmula	
Amex Entry	Y			Date Submitted to Underwriting	
Jalat		e.	Site Ordered 476	4/21	
r.da			Acct. on Hold Money Released	Jou	1
			Acct. on Hold		1
Merchant type	P	7			1
(if applicable			FHI	Received by Processing	
DI				Received by FHL	
	A	-			
ST	E 1		Special Notes:		
Cap		7		Agreement	
Amount Reserve		-	C	omplete and 2/214	hle
neserve				Checked by: SC	W
				Checked by: <u>39</u>	11C
	-		CN	193195	-
ASSED ID		HEC	CN# CN	100100	

Electronic Merchant Systems' ("EMS's") R To 01/09/2024 Civil Investigative Demand

2057 EMS MID

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000



USA Student Debt Relief

1 PRO Debt Relief Addendum, Business Checking STMTS

Attached

2) Business phone # on website doesn't match DBA

The current 800 number on the website is a temporary number that will be replaced by next week with a new elaborated 800 system (1-877-871-6116) that takes callers directly to our call center with a set of options based on their calling objectives.

3) App states, been in business 2 months. Website states 1280 happy students; remove stat from website

We removed the stat and photos of individuals from the website and replaced it with the line "Helping customers with their financial needs"

4) Provide Business Bank statements for Account ending #3710

The opening statement, end of month 1 statement, and the latest daily view are attached.

5) Provide Debt Relief Addendum

The Debt Relief Addendum is attached

Loan Debt	Setup fee	Service Fee	Monitoring Fee
>\$50,000	\$99	1% of loan	\$29/mo
>\$7,000	\$99	\$400	\$19/mo
<\$7,000	\$99	\$251	\$9/mo
Service & Function	Non-refundable Obtain basic customer verification data Pre-documentation preparation Contact lenders to verify eligibility	Refundable if application is not approved Prepare all documentation Submit documentation Follow up for approval	Renew loan every year. Obtain proof of income, submit re- certification annually

6) Can merchant provide pricing list for services offered

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000

Page 292 of 407 UNREDACTED PER 12 USC §3413

7) Picture links under "What Our People Says" doesn't work

We have added the statement "Happy customers" above the photos of the individuals. The links below each of the 6 individuals now send the viewer back to the start where we say "take control of your student loans now".

8) Social Media links don't work

The Social Media links have been removed and will be replaced once we create the sites for social media platforms

9) How does it work that merchant resides in Chicago, IL, but business is in Sarasota FL?

Luisa is a principal owner of the company and provides regular valuable input and perspective, primarily on strategic matters, which she communicates from her Chicago base. The company's overall operations are managed and directed from our Sarasota office. Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 75 of 189 Page 10 12096

Page 293 of 407

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413

4/18/2019

UNDERWRITING CHECKLIST

TYPE OF BUSINESS: STUDENT LOAN MGMT ASSIST LENGTH OF OWNERSHIP: 2 MONTHS

MATCH pulled via MasterCard Connect 🛛 🛛 ON MATCH: YES 🗆 / NO 🖂

Prin #1 CREDIT SCORE: 752 Insufficient I MORTGAGE: NONE MORTGAGE AMT \$ Click here to enter text.

Prin #2 CREDIT SCORE: Click here to enter text. Insufficient
MORTGAGE: NONE
MORTGAGE
MORTGAGE
AMT \$ Click here to enter text.

Other acquirer inquiries: NISSAN MOTOR & MID CITY NIS 1/18

COMMENTS: Click here to enter text.

VALID ACCOUNT: YES 🔽 NO 🗌 VERIFIED BUSINESS: YES 🗌 NO 🗌 VERIFIED SIGNER: YES 🗌 NO 🗌

CHECKING STATEMENTS: YES NO D BALS OR RANGE OF BALS: 0-4900 / 2800 - (0/2)

Biz- Mar & Apr. No Proling Wire in Apr.

MERCHANT STATEMENTS: YES 🗆 NO 🖗 MERCHANT APP PROCESSING YES 🗆 NO 🖾

MERCHANT PROCESSOR:

ANY RESERVE ENTRIES ON THE MERCHANT STATEMENT? YES 🗌 / NO 🗔 IF YES, %

RED FLAGGED PRODUCTS / INGREDIENTS: YES 🗌 NO 🗌

WHERE:

INGREDIENTS:

MARKETING MATERIAL 🗆 WEBSITE 🖂

ANY PRICING TYPES? Straight: 🗆 Recurring: 💷 Trial: 🗆

MOTO: PRINT EVIDENCE OF PHONE # VERIFICATION D ADDRESS VERIFICATION:

BBB RATING: YES 🗌 NO 🖾 IF YES, SIMILAR MERCHANTS: YES 🗌 NO 🖾

COMMENTS: Application shows only 1 owner with ownership equity of 76% and a title of Member. Contact person on application, Doug Goodman, is also showing on state filing with an AMBR title. Site Inspection in file. Contact person for Site inspection was Douglas Goodman, title president.

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID DR2-48

Carson Attachment Y, Page 17 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 76 of 189 Page 294 of 407

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Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413

ADDITIONAL UNDERWRITING COVER SHEET COMMENTS:

7 16 PE mr

Revised: 3/16/2017

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID 2057 DR2-49

Carson Attachment Y, Page 18 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 77 of 189 Page 2010

Page 295 of 407

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413

USA Student Debt Relief

A PRO Debt Relief Addendum, Business Checking STMTS

Attached

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<\$7.000	\$99	\$251	\$9/mo	
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Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID 2057

2

Carson Attachment Y, Page 19 of 36

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413

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Luisa is a principal owner of the company and provides regular valuable input and perspective, primarily on strategic matters, which she communicates from her Chicago base. The company's overall operations are managed and directed from our Sarasota office.

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand



Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 79 of 189 Page 297 of 407 Page 297 of 407

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413

4/18/2019

Pushback Questions:

Need agent rep/inspector signature on Application

2) Business phone # on website doesn't match DBA phone # on application.

App states, been in business 2 months. Website states 1280 happy

students. Prove or remove stats from website.

(4) Provide Business Bank statements for Account ending #3710.

5 Provide Debt Relief Addendum

6) Can merchant provide pricing list for services offered?

Picture links under "What Our People Says" don't work.

(8) Social Media links don't work.

9) How does it work that merchant resides in Chicago, IL, but business is in Sarasota FL?



Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 80 of 189 Page 298 of 407 Page 298 of 407

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000

UNREDACTED PER 12 USC §3413

EMS WEBSITE DILIGENCE REVIEW CHECKLIST

Date of Review: 5/2/19

Initials of Reviewer: 55

PRINT COPIES OF:

Home Page and review all related links

Terms and conditions

Privacy statement

Cancellation/Return Policy

Shipping policy

Secure order/Payment page

Verify URL is https://

Encryption must be at least 128 encryption Ó

Card Brand Logos (In color)

Company contact information

VERIFY:

Products sold on website match types of goods sold on the merchant application

Company Name Display - company name consistent throughout the website. If the shopping cart is a separate website, the URL of the shopping cart must contain the company name.

Uffcurrency is US dollars - see chall response

🛛 Website is in English

ADDITIONAL COMMENTS: Click ertext.

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand

USA Student Debt Relief ("DR2") EMS MID 2057

DR2-53

Carson Attachment Y, Page 22 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 81 of 189 PageID 1102 PAge 299 of 407

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4a iss 08/05/2021 500 x072108090431

arge 1 Southear Operation of a motor vehicle constitutes consent to any sobriety test required by law

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID 2057 DR2-54

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Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 82 of 189 Page 300 of 407

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413



Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand



Carson Attachment Y, Page 24 of 36

NFIDENTIAL	KKM-AAS Document 3-5 Filed 0 Before The Federal Trade Commi Civil Investigative Demand Matter No.	SSION	UNREDACTE R 12 USC §341
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Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 84 of 189 Page 8 19105

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 Page 302 of 407 UNREDACTED PER 12 USC §3413

CC101/11-14A

DEBT RELIEF SERVICE MERCHANT AGREEMENT ADDENDUM

This Checklist is an Addendum to the Merchant Agreement ("Agreement") dated <u>MAY</u> 8, 2019 between (USA <u>STODENT DEET RELIEF</u>, (the "Merchant") and ELECTRONIC MERCHANT SYSTEMS ("EMS").

Merchant represents and warrants each of the following by checking it and signing below:

- Merchant is engaged in the business of offering debt relief services and has obtained, and throughout the term
 of the Agreement will maintain, all local, state, and federal licenses, registrations, and approvals required to
 conduct such business.
- Merchant understands, currently fully complies with, and during the term of the Agreement, will fully comply with all relevant provisions of all of the following as amended from time to time:
 - Section 5 of the <u>Federal Trade Commission Act</u>, 15 U.S.C. §5;¹
 - the <u>Electronic Funds Transfer Act</u>, 15 U.S.C. § 1693, et seq. ("EFTA") and all regulations implementing the EFTA including without limitation Regulation E, 12 C.F.R. §1005.1, et seq.;²
 - the <u>Fair Credit Reporting Act</u>, 15 U.S.C. § 1681, et seq. ("FCRA") and all regulations implementing the FCRA including without limitation Regulation V, 12 C.F.R. §1022.1, et seq.;
 - the <u>Telemarketing and Consumer Fraud and Abuse Prevention Act</u>, 15 U.S.C. §6101, et seq. ("TCFAPA"), and all regulations implementing the TCFAPA including without limitation the <u>Telemarketing Sales Rule</u> ("TSR"), 16 C.F.R. Part 310;
 - the <u>Consumer Financial Protection Act of 2010</u>, 12 U.S.C. §5531, et seq. ("CFPA") and all regulations implementing the CFPA including without limitation Regulation O, the <u>Mortgage Assistance Relief Services</u> rules, 12 C.F.R. §1015.1, et seq.;
 - the <u>Truth In Lending Act</u>, 15 U.S.C. § 1601, et seq. ("TILA") and all regulations implementing the TILA including without limitation Regulation Z, 12 C.F.R. §1026.1, et seq.;
 - the <u>Telephone Consumer Protection Act</u>, 47 U.S.C. §227, et seq. ("TCPA") and all regulations implementing the TCPA including without limitation 47 C.F.R. §64.1200, et seq.;
 - the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §7001, et seq.; and
 - all other applicable federal, state, and local laws, rules and regulations including, without limitation, those
 referring, relating or pertaining to the foregoing, consumer privacy and protection, credit, lending, finance,
 usury, and banking, and with the Rules (as defined in the Agreement).
- Merchant will immediately notify EMS and Bank in writing of any inquiry, investigation, complaint, charge, subpoena, claim, request for information, judgment, injunction, restraining' order, cease and desist order, any similar judicial, quasi-judicial, administrative, or executive order, or any license or permit revocation or cancellation, by any local, state or federal law enforcement or regulatory agency, entity, or official in connection with or relating to Merchant's business including without limitation any complaints, charges or claims against Merchant by any customers of Merchant or by any local, state or federal official.
- In addition to the indemnity obligations set forth in the Agreement, Merchant will also indemnify and hold EMS and Bank harmless from and against any and all losses, costs, liabilities, damages and expenses (including attorneys' fees and collection costs) resulting from or incurred in connection with any breach of the Agreement including and as modified by this Addendum, and/or resulting from or incurred in connection with any inquiry, investigation, complaint, charge, subpoena, claim, or request for information of or against Merchant, or against or involving EMS or Bank in connection with Merchant, by any local, state or federal law enforcement or regulatory agency in connection with or relating to Merchant or by any local, state or federal official.
- Merchant understands that EMS or Bank may terminate the Agreement effective immediately in the event of any breach of this addendum or as otherwise set forth in the Agreement.

MERCHANT: USA STUDENT DEBT RELIEF
By: Wouglas R Goodman
Print: DOUGLAS R GOODMAN
Its: PRESIDENT
Dated: MAY 8, 2019

The U.S. Code is available at <u>http://uscode.house.gov/</u>.

The electronic Code of Federal Regulations is available at http://www.ecfr.gov/cgi-bin/ECFR?page=browse.

USA Student Debt Relief ("DR2") EMS MID 2057

Carson Attachment Y, Page 26 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 85 of 189 Page 303 of 407

	Before The Federal Trade Commission	UNREDACTED
CONFIDENTIAL	Civil Investigative Demand Matter No. 2423000	PER 12 USC §3413
DocuSign Envelope ID: 41647B8C-B	137-410B-AC25-3240FA63C444	

electronic merchant systems			Please circle: Yes or N
FAX TO: 216.674.3110	TICKET #	CSR REP:	
MERCHANT #:	2057	DBA: USA STUDENT DEB	TRELIEF
and setting to the	(15 digits)		olease print)
DOING BUSINESS AS	FROM:		
	то:		
PHYSICAL ADDRESS (PLACE OF BUSINESS)	FROM: ADDRESS:		
(PLACE OF BUSINESS)	CITY, STATE, ZIP:		
	TO: ADDRESS		
	Can Cardo and		MAILING ADDRES
	011, 31ATE, 211		
CORPORATE/LEGAL ADDRESS	FROM: ADDRESS:		
(If different than place of business	CITY, STATE, ZIP;		
	TO: ADDRESS:		
	CITY, STATE, ZIP:		
TELEPHONE NUMBER	FROM:	TO:	
	FOR MOTO ACCOUNTS CHECK	K BOX IF CHANGING DESCRIPTOR FIELD O	NLY
FAX NUMBER	FROM:	TO:	
WEBSITE ADDRESS (UR	L) FROM:	TO:	
IF CHANGING DEPOSITO	RY ACCOUNTS, PLEASE ATTACH	I VOIDED CHECK. PLEASE NOTE C	HECKING ACCT. OR OTHER
	M THAT ONLY AFFECTS VISA, MA ST ALSO CONTACT AMEX.	STERCARD AND DISCOVER SALE	S. FOR ANY CHANGE LISTED
checking account as indicated be	low, The authority is to remain in full force an	CHANT Processing Agreement to Initiate debit/ deffect as described in Paragraph 12 and 16 d greements applying to POS terminals and/or c	of the Agreement, This authorization
ATTACH CHECK H	ERE ** DO NOT USE A DEPOSIT	TTICKET ** MAKE SURE CHECK	IS VOIDED PROPERLY
If voided check is not attache	d, you must supply a letter from your B	ank, using their letterhead, stating routing	g number and account number
- 0	CHANGES CAN NOT BE MADE W	ITHOUT THE AUTHORIZED SIGNAT	URE
OWNER'S SIGNATURE	WISA FERMANDA ROJAS	DATE:	0/23/2020
PRINT OWNER'S NAME	98F3163FC0A249E LUISA FERNANDA ROJAS		
CUSTOMER SERVICE AP		DATE:	

Carson Attachment Y, Page 27 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 86 of 189 Page 80 of 407



Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID

Carson Attachment Y, Page 28 of 36

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. TO: 216-674-31				
August and provide the second states of the second s	10			
ntion (CSR):				
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				JAS
USA 5	FUDENT D			
:hant ID:		205	7	
Seneral questions or Access to merchant a	emerchant account	uch as batches and de		
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	er: <u>STARF</u> : <u>USA</u> : <u>USA</u> : : : : : : : : : : : : : : : : : : :	er: <u>STARF CONNECTION</u> <u>USA STUDENT D</u> thant ID:	USA STUDENT DEBT RELI chant ID:	her: <u>STARF CONNECTING LLC - LUISA RO</u> <u>USA STUDENT DEBT RELIEF</u> thant ID: <u>2057</u> ke to designate <u>JOHN ROTAS</u> as the contact person or t account, giving him/her permission to discuss my account with you. MISSION GRANTED (PLEASE CHECK): General questions on merchant account Access to merchant account information (such as batches and deposits) Clearance to get www.ems.data.net (MOST) password reset (if applicable)

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID 2057 DR2-38

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 88 of 189 Page 306 of 407

CONFIDEN	TIAL				deral Trade Commissio Demand Matter No. 24		UNREDACTE PER 12 USC §34
AM	IOS Info	rmation	Bet-t				
		4081 STUDENT DEBT RE T CONNECTING LL		Merchant ID: MC Code: 7299 Association #: 1054 Phone: (877 Contact: LUIS,	38	Address: 1412	DUSASTUDENTDEBTRELLEF.COM PINE BAY DR ASOTA FL 34231
eComm L Home	erce: N/A ease: N/A Page: USAST	UDENTS BYTESCO	.0MBIA.CO		Processing: Open heck Service: N/A WHO: N/A	Cash Ext.	Card: N/A Adv: N/A Warr: N/A hain: CHN015948
Name	and the second second	Address	City	State CAGO IL	Zip Code	Phone	Email
N O		2057 STUDENT DEBT RI A FERNANDA ROJA	ELIEF	Renumt : TRUIST BANK Status: Ope Office: 5430 MC Code: 729 Open Date: 05/ Close Date: Statements: De	9 99 21/2019	1412 SARA	lue 871-6116 A FERNANDA ROJAS PINE BAY DR SOTA FL 342313535
TIN S	tatus: Matc	h as of 05/22/201		Equipment: NM Last Month Vol: \$11			2:PASS-Exp 04/24/2024
te	CN	Added By	Source	Note	chant comm	ients	
/10/2024	CN194081	Annette Valenzisi	MOSTZ	Received request fo	or file information. Do not n	elease any information to n	nerchant.
27/2023	CN194081	Dejana Smith	MOST2	notified cb email th	at ropt needed for cb-6972		
27/2023 28	CN194081	Dejana Smith	MOST2	notified cb email th	at rept needed for cb-6972		
06/2023 35	CN194081	Jeanne Tittelfitz	MOST2	Sent reminder Disc	over rtvl \$150.25 x 2. Due	by 11/9.	
/30/2023	CN194081	Julie Vraja	MOST2	Reviewed ratios			
				Sent email to Luisa	in regards to the pre-arb f	or ch 2460 saying: Good Al	ternoon
0/25/2023 1:05	CN 1940B1	Cara Seabon	MOST2	arbitration on the a you want to move t are different than t riskmanagement@	isa from Electronic Merchar account for cardholder 2460 forward with the pre-arbitrs the original chargeback to the emscorporate.com or fax to oceed with the pre-arbitrati	, ref # 2414572320590001 tion please forward the do the email 216-654-0273 by Friday 1	5551291, 1f cuments that 0/27 by
				Sent email to Luisa	in regards to the pre-arb f	or ch 2460 saying: Good Al	ternoon
/25/2023 :05	CN194081	Cara Seabon	MOST2	arbitration on the a you want to move to are different than to riskmanagement@	isa from Electronic Merchar account for cardholder 2460 forward with the pre-arbitra he original chargeback to the emscorporate.com or fax to oceed with the pre-arbitrati	, ref # 2414572320590001 tion please forward the do ne email 216-654-0273 by Friday 1	5551291, If cuments that 0/27 by
/19/2023	CN194081	Jeanne Tittelfitz	MOST2	LM and sent email Need response by :	re pre-arb for \$600.00. Adv 10/20.	ised of fees does he wish t	o pursue?
/19/2023 :28	CN194081	Jeanne Tittelfitz	MOST2	LM and sent email Need response by :	re pre-arb for \$600.00. Adv 10/20.	ised of fees does he wish t	o pursue?
/29/2023	CN194081	Reagan Styles	MOSTZ		ch 454951xxxxx2460 241 andise/Services Not Receive		31 -

Sent Luisa an email in regards to the pre-arbs for cardholders 9496 and 0184 saying: Good Afternoon

fwd pre arb to merch 481582xxxxx4228 24145723111900016251324 131 -

This email is for Luisa from Electronic Merchant systems. It is in regards to the 3 pre-arbitrations on the account for cardholders 9496, ref # 24145723104900015570973

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand

Reagan Styles

Cara Seabon

MOST2

MOST2

09/25/2023 13:13

08/29/2023 15:34 CN194081

CN194081

USA Student Debt Relief ("DR2") EMS MID 2057

Consumer - Merchandise/Services Not Received 600.00

DR2-311

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 89 of 189 Page 307 of 407

CONFIDE		Added Bu	C	Civil Investigative Demand Matter No. 2423000	PER 12 USC §3413
Pate	CN	Added By	Source	Note (this pre-arbitration is due Friday 9/1 at 4pm) and for cardholder 0184 with ref #'s 24145723103900015440787 and 24145723164900011405525. If you want to proceed with these pre-arbitrations please forward the documents that are different than the original chargebacks to the email riskmanagement@emscorporate.com or fax to 216-654-0273. The fee to proceed with the pre-arbitration ranges from \$250-\$750 for each pre-arbitration.	
				Thank You	
				Sent Luisa an email in regards to the pre-arbs for cardholders 9496 and 0184 saying: Good Afternoon	
08/29/2023 15:34	CN194081	Cara Seabon	MOST2	This email is for Luisa from Electronic Merchant systems. It is in regards to the 3 pre- arbitrations on the account for cardholders 9496, ref # 24145723104900015570973 (this pre-arbitration is due Friday 9/1 at 49m) and for cardholder 0184 with ref #'s 24145723103900015440787 and 24145723164900011405525. If you want to proceed with these pre-arbitrations please forward the documents that are different than the original chargebacks to the email riskmanagement@emscorporate.com or fax to 216-654-0273. The fee to proceed with the pre-arbitration ranges from \$250-\$750 for each pre-arbitration.	
				Thank You	
				Sent email to Luisa in regards to the pre-arbs for ch 5497 saying: Good Afternoon	
08/25/2023 15:25	CN194081	Cara Seabon	MOST2	This email is for Luisa from Electronic Merchant systems. It is in regards to 3 pre- arbitrations on the account for cardholder 5497, ref #'s 24145723155900010496484, 24145723093900014431813 and 24145723123900017363306. If you choose to proceed with the pre-arbitrations please forward the documents that are different than the original chargebacks to the email riskmanagement@emscorporate.com or fax to 216-654-0273. The fee to proceed with each pre-arbitration ranges from	
				\$250-\$750. Sent email to Luisa in regards to the pre-arbs for ch 5497 saying: Good Afternoon	
08/25/2023 15:25	CN194081	Cara Seabon	MOST2	This email is for Luisa from Electronic Merchant systems. It is in regards to 3 pre- arbitrations on the account for cardholder 5497, ref #'s 24145723155900010496484, 24145723093900014431813 and 24145723123900017363306. If you choose to proceed with the pre-arbitrations please forward the documents that are different than the original chargebacks to the email riskmanagement@emscorporate.com or fax to 216-654-0273. The fee to proceed with each pre-arbitration ranges from \$250-\$750.	
08/14/2023 13:23	CN194081	Reagen Styles	MOST2	fwd pre arb to merch 454951xxxxx0184 24145723164900011405525 131 - Consumer - Merchandise/Services Not Received 347,50	
08/14/2023 13:21	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 454951xxxxxx0184 24145723103900015440787 131 - Consumer - Merchandise/Services Not Received 347,50	
08/04/2023 13:57	CN194081	Reagen Styles	MOST2	fwd pre arb to merch 454951xxxxxx9496 24145723104900015540973 131 - Consumer - Merchandise/Services Not Received 100,00	
08/01/2023 13:51	CN194081	Stephanie Lorince	MOST2	fwd pa \$100.00 521307xxxxx8229 85247863125900017565652 4853 - Cardholder Dispute - Defective/Not as Described	
08/01/2023 13:47	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 434256xxxxx5497 131 - Consumer - Merchandise/Services Not Received 100.00x3 ref ending 3306-6484-1813	
0:33	CN194081	Dejana Smith	MOST2	notified cb email that correct rcpt needed for cb-9348	
7/11/2023 2:55	CN194081	Stephanie Lorince	MOST2	fwd pa \$166.33 517546xxxxxx5484 85247863089900014028435 4837 - No Cardholder Authorization	
6/28/2023 10:00	CN194081	Auto-Legal	MOST2	Letter with new EMS merchant agreement terms and conditions placed in U _s S, First Class Mail to the	merchant on 6/28/23,
04/26/2023 08:36	CN194081	Stephen Kuchna	Betty2	Proofed PCI dates and fees for compliant merchant.	
04/25/2023 15:13	CN194081	Aime Simmons	Betty2	Entered PCI fees.	
2/23/2023 11:46	CN194081	Reagan Styles	MOSTZ	Ift msg for merch about -pre-arb for \$120.27 ref ending 0439-125.00 - 8330, 100.00 ref ending 0015, \$100.00 ref ending 4408	
2/13/2023 13:51	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 454951xxxxx228524145722357900014334408131 - Consumer - Merchandise/Services Not Received 100,00	
2/13/2023 3:51	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 454951xxxxx228524145722357900014334408131 - Consumer - Merchandise/Services Not Received 100.00	
02/10/2023 13:16	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 454951xxxxxx3265 24145722352900013730015 131 - Consumer - Merchandise/Services Not Received 100.00	
				fwd pre arb to merch 410848xxxxx4700 24145722329900011508330 131 - Consumer - Merchandise/Services Not Received 125.00	

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand USA Student Debt Relief ("DR2") EMS MID

Carson Attachment Y, Page 31 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 90 of 189 Page 10 1911 Page 308 of 407

CONFIDE		Added By	Source	Civil Investigative Demand Matter No. 2423000 PER 12 U Note	SC §341
2/03/2023 3:21	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 410848xxxxx4700 24145722329900011508330 131 - Consumer - Merchandise/Services Not Received 125.00	
2/02/2023	CN194081	Jeanne Tittelfitz	MOST2	Sent reminder Discover rtvl \$124.75. Due by 2/10.	
0:14 2/02/2023					
0:07	CN194081	Jeanne Tittelfitz	MOST2	Sent reminder Discover rtvl \$124.75, Due by 2/10.	
/01/2023 :53	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 487038xxxxx4058 24145722319900010500439 136 - Consumer - Credit Not Processed 120.27	
				Sent email to merchant to the address on file regarding the AMEX ret for ch 1007, case # 2023019031817 saying: Good Afternoon	
1/26/2023 5:45	CN194081	Cara Seabon	MOST2	This email is for Luisa from Electronic Merchant Systems. I have attached information in regards to an American Express retrieval for cardholder 1007. Please forward all the paperwork that you have in regards to this cardholder such as receipts, invoices and any signed paperwork to the email riskmanagement@emscorporate.com or fax to 216-654-0273.	
				Sent email to merchant to the address on file regarding the AMEX ret for ch 1007, case # 2023019031817 saying: Good Afternoon	
1/26/2023 6:45	CN194081	Çara Seabon	MOST2	This email is for Luisa from Electronic Merchant Systems. I have attached information in regards to an American Express retrieval for carcholder 1007. Please forward all the paperwork that you have in regards to this cardholder such as receipts, invoices and any signed paperwork to the email riskmanagement@emscorporate.com or fax to 216-654-0273.	
				Sent email to merchant to the address on file regarding the AMEX ret for ch 1007, case # 2023019031817 saying: Good Afternoon	
1/26/2023 5:45	CN194081	Cara Seabon	MOST2	This email is for Luisa from Electronic Merchant Systems. I have attached information in regards to an American Express retrieval for cardholder 1007. Please forward all the paperwork that you have in regards to this cardholder such as receipts, invoices and any signed paperwork to the email riskmanagement@emscorporate.com or fax to 216-654-0273.	
				Sent a follow email to John regarding the cb for ch 8282 saying: Good Afternoon	
1/17/2023 5:22	CN194081	Cara Seabon	MOST2	This email is for John from Electronic Merchant systems. It is a follow up from the phone conversation we had on 1/6 regarding the pre-arb for cardholder 8282, ref # 24145722301900018784894. If you choose to proceed with this pre-arbitration please send the documents that are different than the original chargeback to riskmanagement@emscorporate.com or fax to 216-654-0273. The fee for continuing the pre-arbitration ranges from \$250-\$750.	
1/06/2023 2:56	CN194081	Cara Seabon	MOST2	John return my call in regards to the pre-arbs on the account for 8282 and 1246, info him that there is a fee that ranges from \$250-\$750 and that if he wins he does not have to pay the fee but if he loses he has to pay the fee. He said that he will sw his reps in Mexico to see if they should go through with it. Also info him that we do need approval from Luisa he said that is his daughter and she is not involved in the account, Trans to customer service to see if she can be taken off.	
				Called Luisa at the # 877-871-6116 and the # is not in service. LM at the # 917-763- 7484 to call me. It is in regards to the 2 pre-arbs on the account for cardholders 1246 and 8282.	
1/06/2023 2:32	CN194081	Cara Seabon	MOST2	Sent an email saying: This email is for Luisa from Electronic Merchant systems. It is in regards to 2 pre-arbitrations on the account for cardholders 1246, ref # 24145722279900016567802 and 8282, ref # 2414572230190018784894, If you wish to proceed with these pre-arbitrations there is a fee that ranges from $$250-750 and you have to submit documents that are different than the original chargebacks, You can submit those documents to riskmanagement@emscorporate.com or fax to 216-654-0273.	
2/27/2022 4:28	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 454951xxxxx828224145722301900018784894131 - Consumer - Merchandise/Services Not Received 125.00	
2/13/2022 1:02	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 401105xxxxx124624145722279900016567802133 - Consumer - Not as Described or Defective Merchandise/Service 125.00	
/25/2022 :14	CN194081	Cara Seabon	MOSTZ	Sent merchant an email saying: Good afternoon This email is for Luisa from Electronic Merchant Systems, It is in it to the 3 pre-arbitrations for cardholder 8074, Ref #'s 24145722198900018404291, 2414572229900011527174 a 24145722170900015583982. If you choose to go through with these pre-arbitrations there is a fee of \$250-\$750 you do have to provide documents that are different than the chargebacks showing that the merchandise/services received. The deadline to provide this information is wed, 11/02 at 4pm.	and
0/25/2022 5:09	CN194081	Cara Seabon	MOST2	Called the # 877-871-6116 to sw Luisa and the rep said this is for loan services. Called the # 917-763-7484 and I message to call me, it is in regards to the 3 pre-arbs for ch 8074. Wanted to explain the fees, will send an email.	
0/10/2022 2:19	CN194081	Dejana Smith	MOST2	notified merch the correct docs are needed for cb-0586 due today.	
/04/2022	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 434258xxxxx8074 24145722198900018404291 131 - Consumer - Merchandise/Services N Received 100,00	ot

Carson Attachment Y, Page 32 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 91 of 189 Page 309 of 407

CONFIDE		Added By	Source	Civil Investigative Demand Matter No. 2423000 PER 12 USC : Note			
0/04/2022	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 434258xxxxx8074 24145722229900011527174 131 • Consumer • Merchandise/Services Not			
3:39 0/04/2022 3:32	CN194081	Reagan Styles	MOST2	Received 100.00 fwd pre arb to merch 434258xxxxxx8074 24145722170900015583982 131 - Consumer - Merchandise/Services Not Received 100.00			
2/30/2022	CN194081	Jeanne Tittelfitz	MOST2	Sent reminder Discover rtvl \$135,81. Due by 10/7.			
/27/2022	CN194081	Stephanie Lorince	MOST2	fwd pre-arb \$116.77 517805xxxxxx8746 85247862230900011628203 4837 - No Cardholder Authorization			
:04 /13/2022	CN194081	Pre-Dispute Update	Betty2	Updated Betty2 with Pre-Dispute Fee of 45,00000			
:30 /19/2022	CN194081	slorince	MOST2	DDA Adjustment created. Amount: -20.00 Reason: Card Brand Filing Fees. Comment: ARN 8524786209490001793581			
:47				 EXCESSIVE CHARGEBACK DOC PAGE FEE DDA Adjustment created, Amount: -20,00 Reason: Card Brand Filing Fees, Comment: ARN 8524786207490001612061 			
:05	CN194081	slorince	MOST2	- EXCESSIVE CHARGEBACK DOC PAGE FEE DDA Adjustment created. Amount: =20.00 Reason: Card Brand Filing Fees. Comment: ARN 8524786213590001216085			
:02	CN194081	slorince	MOST2	- EXCESSIVE CHARGEBACK DOC PAGE FEE			
:26	CN194081	Nya Gilbert	MOST2	attempted to contact merch regarding discover rtvl (2344) no answer vm lft			
5/21/2022 50	CN194081	Dejana Smith	MOST2	917-763-7484 LM for Luisa reg pre arb \$540 xxxxx5049, Adv her it exp on 6/28/22 @4pm EST and they need to send in new docs to remedy cb reasons. Also if they loose there is a fee up to \$750. Also sent em w/ the same info.			
5/15/2022 50	CN194081	Stephanie Lorince	MOST2	fwd pre-arb to merchant \$136,93 546632xxxxx7230 85247862074900016120619 4853 - Cardholder Dispute - Defective/Not as Described			
/08/2022 :16	CN194081	Emma Young	MOST2	Agent notified of rr release,			
5/07/2022 :46	CN194081	Dejana Smith	MOST2	917-763-7484 LM for Luisa reg pre arb xxxxx1465 for \$217.17. Adv them pre arb expires on 6/16 so if they plan on continuing dispute to send docs b4 they expire. Also adv them to call in if they need additional info.			
/07/2022	CN194081	jvraja	MOST2	Rolling Reserve: Release. Amount: 15,000.00			
5/07/2022	CN194081	Julie Vraja	MOST2	The request to release funds has been approved in the amount of \$15k			
5/07/2022 0:53	CN194081	Stephanie Lorince	MOST2	fwd pre-arb to merchant \$540.00 517805xxxxxx5049 85247862116900010248929 4837 - No Cardholder Authorization			
5/07/2022	CN194081	Emma Young	MOST2	PER AGENT, MERCHANT REQUESTING \$25K OF THEIR ROLLING RESERVE FUNDS			
3:40 5/25/2022	CN194081	Dejana Smith	MOST2	merchant sent correct trans receipt for cb-2086 for \$125.			
5:11 5/24/2022							
5:19 5/23/2022	CN194081	Dejana Smith	MOST2				
:08	CN194081	Reagan Styles	MOST2	Ift msg for Luisa about cb for 125.00 need correct transaction receipt sw luisa, advised her that she has a retrieval on her account and that she needs to provide supporting docs to previ			
5:02	CN194081	Nya Gilbert	MOST2	sw luisa, advised her that she has a retrieval on her account and that she needs to provide supporting docs to preve from turning into a cb (0261) \$192,02			
5/20/2022 5:19	CN194081	Stephanie Lorince	MOST2	fwd pre-arb to merchant \$217,17 517805xxxxx1465 85247862114900019847137 4837 - No Cardholder Authorizati			
5/12/2022 1:52	CN194081	Dejana Smith	MOST2	sent merchant em reg cb=0166 for \$100.17 rebuttal docs uploaded to the portal. "We received rebuttals documents below uploaded to the portal. We need additional documents to remedy the chargeback. Please send the correct transaction receipt that should match with the authorization code highlighted in red. Send the additional documents before the deadline otherwise the documents provided will be sent over."			
5/10/2022 3:31	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 454921xxxxx0811 24145721290900011339923 131 - Consumer - Merchandise/Services Not Received 250.00			
4/22/2022	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 426684xxxxxx5067 24145722023900010987070 135 - Consumer - Misrepresentation 162.50			
4/22/2022	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 481582xxxxx3569 24145722070900015717581 131 • Consumer • Merchandise/Services Not Received 150.00			
4/13/2022	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 454951xxxxxx0106 24145722048900013501291 131 - Consumer - Merchandise/Services Not Received 125,00			
4/08/2022	CN194081	Siria Waters	Betty2	Proofed PCI dates and fees for compliant merchant.			
0:24 4/07/2022	CN194081	Kellie Mooneyham	MOST2	Entered pci fees			
5:21 4/06/2022	CN194081	Jacqueline Sims	MOST2	sent email regarding 365.99 AMEX RTVL (2022089018352) exp 4/8			
0:39 3/23/2022	1.4.4.4.4.4						
1:02 3/22/2022	CN194081	Patrick Lucey	MOST2	Email agent reg MVP			
6:36 3/21/2022	CN194081	jvraja	MOST2	The request to increase the monthly volume has been approved to \$150k			
4:55	CN194081	Patrick Lucey	MOST2	PER AGENT, MERCH REQUESTS MVP INCREASE T \$150k or \$175k			
2/10/2022 9:21	CN194081	Julie Vraja	MOST2	Reviewed processing - pending cb			
2/07/2022 9:02	CN194081	Julie Vraja	MOST2	Reviewed processing			
1/25/2022 0:18	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 414740xxxxx4532 24145721332900015558726 132 - Consumer - Cancelled Recurring Transaction 125,00			
1/24/2022 5:42	CN194081	Julie Vraja	MOST2	Reviewed processing			
1/14/2022	CN194081	Reagan Styles	MOST2	fwd pre arb to merch 425808xxxxx0292 24145721319900014252468 131 - Consumer - Merchandise/Services Not Received 124,75			
2/17/2021	CN194081	Patrick Lucey	MOST2	sw Luisa, adv of RR rel. Merch satisfied			
2/17/2021	CN194081	jvraja	MOST2	Rolling Reserve: Release, Amount: 10,000,00			
2/17/2021	CN194081	Julie Vraja	MOST2	The request to release \$10k has been approved			
5:31 2/17/2021	CN194081	Patrick Lucey	MOST2	MERCH REQUESTING RR REL OF \$10,000			
1:03 2/06/2021	CN194081	Jacqueline Sims	MOST2	sent email to merchant to refax REF#85247861309900013249188 \$125,00 only 1 of 9 pages came thru			
0:00				fwd pre arb to merchant 474472xxxxxx6646 24145721293900011641267 132 • Consumer • Cancelled Recurring			
2:02	CN194081	Reagan Styles	MOST2	Transaction 100,00			

To 01/09/2024 Civil Investigative Demand

EMS MID 2057

Carson Attachment Y, Page 33 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 92 of 189 Page 310 of 407 Page 310 of 407

ate		Added By	Source	Civil Investigative Demand Matter No. 2423000 Note	PER 12 USC §34		
1/22/2021	CN194081	Reagan Styles	MOST2	fwd pre -arb to merchant 473702xxxxx7023 24145721277900010034308 131 - Consumer -	Merchandise/Services Not		
1:11 1/15/2021 5:46	CN194081	Reagan Styles	MOST2	Received 224,04 fwd pre arb to merchant 434256xxxxx1629 24145721263900018627380 137 - Consumer - Merchandise/Services 10/05/2021 (110,00	Cancelled		
/20/2021	CN194081	Cara Seabon	MOST2	John called because he is trying to send a fax the 216-654-0273 # is busy. gave him 216-654	4-0292.		
/14/2021	CN194081	Cara Seabon	MOST2	John called because he rcvd a letter in the mail saying to contact EMS and gave a ticket #, tr	ans to cust service,		
/13/2021	CN194081	Jeanne Tittelfitz	MOST2	Sent reminder Discov er rtvl \$100.00, Due by 10/19.			
/21/2021	CN194081	jvraja	MOST2	DDA Adjustment created. Amount: -19.00 Reason: Incoming/Outgoing Rejects			
:18 /21/2021	CN194081	Julie Vraja	MOST2	Put thru dbt to merch DDA for \$19,00 due to 1 rjctd trans, Trans rjctd for RECURRING PAYME	NT CANCELLATION		
:18 /10/2021 :32	CN194081	Reagan Styles	MOSTZ	SERVICE, Merchant will need to collect pymnt in other means, b#785 5111**8192-19,00-09: FWD PRE -ARB TO MERCHANT 34769xxxxxxx0082 24145721195900012299007 131 - Consum Not Received 08/29/2021 (10.00)			
/09/2021	CN194081	Stephanie Lorince	MOST2	fwd pre-arb to merchant \$124.74 551056xxxxxx6144 85247861122900014962412 4837 - No	o Cardholder Authorization		
/09/2021	CN194081	Stephanie Lorince	MOST2	fwd pre-arb to merchant \$124,74 551056xxxxx6144 85247861153900018077979 4837 - No	o Cardholder Authorization		
:39 /24/2021	CN194081	jvraja	MOST2	Rolling Reserve: Release. Amount: 10,000.00			
:07 /24/2021	CN194081	Julie Vraja	MOST2	The request to release \$10k has been approved,			
:07 /24/2021	CN194081	Julie Vraja	MOST2	AGENT IS REQUESTING \$10K BE RELEASED FROM RESERVE.			
:54	Cottonia.	and the second s		served and the contract device the server and the server at the			
:40	CN194081	Stephanie Lorince	MOST2	fwd pre-arb to merchant \$124,75 517546xxxxx1620 85247861122900014861523 4837 - No Cardholder Authorizat			
:34	CN194081	Reagan Styles	MOST2	If msg for john about receipt for cb ref 9749 John called in, discussed CB disputes with him and the issues, said he will get the docs together and resubmit than			
/13/2021 1:37	CN194081	Alyssa Plagens	MOST2	for the information			
/13/2021 L:14	CN194081	Alyssa Plagens	MOST2	LM for Luisa to call me back, received multiple CB disputes. most of the "reb" are illegible, also MC disputes go or 19 pages			
7/08/2021 3:10	CN194081	Julie Vraja	MOST2	Reviewed processing			
5/20/2021):04	CN194081	Alyssa Plagens	MOST2	LM for john to call me back, REF7903 was received and sent over, REF8710 did not include transaction receipt			
5/19/2021 5:40	CN194081	Stephanie Lorince	MOST2	fwd vm to Alyssa			
5/17/2021 1:57	CN194081	Alyssa Plagens	MOST2	received additional docs for CB7903+8710, in missing pages but waiting for first fax to be resent over that includes transaction receipts			
5/17/2021 1:14	CN194081	Alyssa Plagens	MOST2	spoke with Louisa about fax sent over weekend, screen shots very small and barely readable, said she will resend the			
5/10/2021	CN194081	Bethany Fecho	MOST2	and try to enlarge them thank you for calling Proofed PCI dates and fees for compliant merchant.			
7:27 5/07/2021	CN194081	Julie Turek	Betty2	Entered pci fees.			
3:28 4/20/2021	CN194081	jvraja	MOST2	DDA Adjustment created, Amount: -19,00 Reason: Incoming/Outgoing Rejects			
0:20 1/20/2021	CN194081	and the second s	MOST2	Put thru dbt to merch DDA for \$19.00 due to 1 rjctd trans, Trans rjctd for RECURRING PAYME	INT CANCELLATION		
0:19 3/02/2021	and and and and	Julie Vraja		SERVICE. Merchant will need to collect pymnt in other means. b#635 5332*9555-19.00-0418	321		
7:30 3/02/2021	CN194081	Ronald Beckett	MOST2	em merch reg rr rel			
5:33	CN194081	jvraja	MOST2	Rolling Reserve: Release. Amount: 10,000.00			
3/02/2021 5:33	CN194081	Julie Vraja	MOST2	The request to release \$10k from reserve has been approved.			
3/02/2021 2:06	CN194081	Ronald Beckett	MOST2	MERCHANT REQUEST RR REL OF 10K			
2/03/2020 7:21	CN194081	Ronald Beckett	MOST2	em merch reg rr rel			
2/03/2020 5:24	CN194081	jvraja	MOST2	Rolling Reserve: Release, Amount: 4,000.00			
2/03/2020 6:24	CN194081	Julie Vraja	MOST2	The request to release \$4k from reserve has been approved.			
2/02/2020	CN194081	Ronald Beckett	MOST2	MERCHANT REQUEST RR REL OF 4K			
0/28/2020 1:54	CN194081	Siria Waters	Betty2	Bank Account (TR: 063102152, DDA: xxxxx3611) has been Verified for MOST2 Bank Account	it Change		
0/28/2020	CN194081	tocchipinti	MOST2	Bank Account Update Performed in MOST2			
3:49 0/27/2020	CN194081	Delmeta Carrothers	MOST2	LUISA, Auth Bank account update, verified last 4 of SSN , Date of Birth & name of new bank			
3:48 0/27/2020	CN194081	Delmeta Carrothers	MOSTZ	Vm for merchant to return my call regarding the change notice			
1:18 0/21/2020	CN194081	Jeanne Tittelfitz	MOST2	Called back John he had a question re a chargeback for \$90.00. It was reversed on 10/20.			
5:42 9/14/2020		description of the					
5:03	CN194081	Ronald Beckett	MOST2	em merch reg rr rel			
5:28	CN194081	jvraja	MOST2	Rolling Reserve: Release. Amount: 3,000.00			
0/14/2020 5:28	CN194081	Julie Vraja	MOST2	The request to release \$3k from reserve has been approved.			
9/11/2020 5:34	CN194081	Ronald Beckett	MOST2	MERCHANT (JOHN) REQUEST RR REL OF 3K			
0/02/2020 7:19	CN194081	jvraja	MOST2	The request to increase the monthly volume parameter has been approved to \$105k			
9/02/2020	CN194081	Jeanne Tittelfitz	MOST2	and a set that the set of a se			

To 01/09/2024 Civil Investigative Demand

2057 EMS MID

Carson Attachment Y, Page 34 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 93 of 189 Page 311 of 407

		Added By	Source	Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 Note	UNREDACT PER 12 USC §3
9/02/2020 0:33	CN194081	Julie Vraja	MOST2	AGENT IS REQUESTING THE MONTHLY VOLUME PARAMETER BE INCREASED TO \$105	c
8/17/2020	CN194081	Jeanne Tittelfitz	MOST2	Called back John he has questions regarding 2nd time chargeback for \$180,00. LM wil	I call back tomorrow.
:35 /09/2020	CN194081	Jeanne Tittelfitz	MOST2	Merchant LM to see if we rcvd fax for two chargebacks for \$180.00 on 7/7. LM that we	e did not receive fax,
:11	CN194081	jvraja	MOST2	The request to increase the monthly volume parameter has been approved to \$55k	
:00 /02/2020	CN194081	Bethany Fecho	MOST2	Proofed PCI dates and fees for compliant merchant.	
:37 /01/2020	CN194081	Julie Turek	Betty2	Entered pci fees,	
:31 /29/2020	CN194081	Julie Vraja	MOST2	PER THE AGENT, MERCHANT IS REQUESTING THE MO VOL PARAMETER BE INCREASE!	D TO ESSY
:04 /13/2020	CN194081	Reagan Styles	MOST2	If msg for merch	10 3356
:22 /13/2020					
:09 /05/2020	CN194081	Stephanie Lorince	MOST2	fwd vm to Reagan	
17	CN194081	Ronald Beckett	MOST2	em merch reg rr rel	
57	CN194081	jvraja	MOST2	Rolling Reserve: Release, Amount: 3,000,00	
:57	CN194081	Jullie Vraja	MOST2	The request to release \$3k from reserve has been approved.	
04/2020 44	CN194081	Ronald Beckett	MOST2	MERCHANT REQUEST RR REL OF 3K	
09/2020 47	CN194081	Jacqueline Sims	MOST2	adv merchant 112.50CB (card ending***0851) reversed 4/9, said thanks	
/03/2020 :48	CN194081	Jeanne Tittelfitz	MOST2	merchant called was wondering if we rcvd rebuttal for 124.75 cb advised him did not h	ne will fax over
26/2020 30	CN194081	Jacqueline Sims	MOST2	sw Mr. Rojas regarding docs rec'd on cbs, sending docs for card ***1187, said thanks	
27/2020	CN194081	Ronald Beckett	MOST2	em merch reg mvp increase	
27/2020	CN194081	jvraja	MOST2	The request to increase the monthly volume parameter has been approved to \$35k	
27/2020	CN194081	Ronald Beckett	MOST2	MERCHANT REQUEST MVP INCREASE TO 35K	
27/2020	CN194081	Jacqueline Sims	MOST2	sw Mr, Rojas regarding the CBS on the acct, told merchant the 112,50 has not been de docs showing the refund, wants to talk about increasing his cap-trans to Ron	abited, says he is still sending over
17/2020	CN194081	Jacqueline Sims	MOST2	confirmed with merchant docs rec'd on CBS	
17/2020	CN194081	Stephanie Lorince	MOST2	fwd vm to Marty	
10/2020 51	CN194081	Jacqueline Sims	MOST2	merchant called regarding the CBS on the life of the acct. adv merchant of the website thanks	a, trans to CS to get logged in, said
10/2019 56	CN194081	Jeanne Tittelfitz	MOST2	merchant called wondering if we rcvd 3 rebuttals for \$125,00 advised him we did	
05/2019	CN194081	Bethany Fecho	MOSTZ	Audited Reserves dated 12/04/19	
04/2019	CN194081	Ronald Beckett	MOST2	em merch reg reserve reduced to 5% rr rel of 3k	
13	CN194081	jvraja	MOST2	Rolling Reserve: Release, Amount: 3,000.00	
08/04/2019	CN194081	Julie Vraja	MOST2	Per review, the reserve will be reduced to 5% and \$3k will be released	
07 04/2019	CN194081	Ronald Beckett	MOST2	MERCHANT REQUEST RESERVE BE LOWERED OR REMOVED	
22 04/2019	CHIPHOU	Konald Deckett	HOSTE	John has questions regarding the 10% RR, told him the ceiling is at 75K and the balan	ice is now at 6244.14, wants to see
28	CN194081	Jacqueline Sims	MOST2	what he can do to get that percentage lowered, offered to trans to Risk, said he has al that they will return his call, said thanks	
25/2019 03	CN194081	Martin Thompson	MOST2	Merch called in regarding ticket number 1570349 advised merch he would need to spe	ak to cs, transferred call to cs
20/2019 32	CN194081	Jacqueline Sims	MOST2	merchant called to see if docs for 87.50CB (card ending**7303) rec'd , adv merchant fax	nothing yet, adv merchant to re-
19/2019 03	CN194081	Angela Lizzini	MOST2	merch clid w her brther john- reqstd chnge form for 800# - sent in systm	
19/2019 45	CN194081	Jacqueline Sims	MOST2	sw merchant regarding the 87,50CB-docs not rec'd, re-sending and got info on the lat	est disputes, said thanks
12/2019	CN194081	Jacqueline Sims	MOST2	sw merchant regarding the 87.50CB-sending docs, confirmed fax#	
14/2019 04	CN194081	Bethany Fecho	Betty2	Verified Auths and Fees in Tsys.	
14/2019 13	CN194081	Bethany Fecho	MOST2	Audited Betty's note dated 10/11/19	
11/2019	CN194081	Betty Wainwright	Betty2	PER TICKET #1560212 ENTERED AMEX PRICING & UPDATED AMEX TABLES IN BET-T	
08 06/2019	CN194081	Lynn Fioritto	MOST2	per email from Mike Snyder added rep code 7878 to Express	
27 04/2019	CN194081	Angel Amador	MOST2	merch cl to ing about cbs, provided info	
05 03/2019	CN194081	Lynn Fioritto	MOST2	ADDING JOHN ROJAS AS A CONTACT PERSON TO BE ABLE TO DISCUSS ACCOUNT AN	D RESET MOST PASSWORD PER
43 27/2019	CN194081	Jacqueline Sims	MOST2	LUISA John, who is not on the acct, called for info, told him I will send form to email address	on file and have Luisa, return to
46			and a	CS, said thanks	An and the second set of second
20 25/2019	CN194081	Julie Turek	Betty2	Entered pci fees.	
35	CN194081	Angel Amador	MOST2	sw Mr. Goodman, adv DCP form was snt to em on file. sd he will look for it and call bar	2K
/24/2019	CN194081	Angel Amador	MOST2 Response	sw Mr. Rojas, adv he's not a POC so snt the DCP form USA Student Debt Relief ("DR2")	DR2

Electronic Merchant Systems' ("EMS's") Response To 01/09/2024 Civil Investigative Demand

USA Student Debt Relief ("DR2") EMS MID

Carson Attachment Y, Page 35 of 36

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 94 of 189 Page 312 of 407

CONFIDENTIAL

Before The Federal Trade Commission Civil Investigative Demand Matter No. 2423000 UNREDACTED PER 12 USC §3413

Date	CN	Added By	Source	Note
15:41		President and a second second		Contract of the second s
06/10/2019 08:34	CN194081	Julie Vraja	MOST2	Reviewed authorizations / batch / processing
05/23/2019 13:08	CN194081	Bethany Jones	Betty2	Verified Auths and Fees in Tsys.
05/23/2019 09:46	CN194081	Bethany Jones	MOST2	Audited Dart against BetT.
05/23/2019 08:56	CN194081	Bethany Jones	MOST2	Verified TIN in AMOS via the W9(2) in Dart.
05/22/2019 16:46	CN194081	Kellie Mooneyham	MOST2	Entered pin debit 2.75% I/C+0.25 in merchant billing. Released charge records in betty2
05/22/2019 14:19	CN194081	Bethany Jones	MOST2	Audited Reserves dated 05/21/19
05/22/2019 08:12	CN194081	Betty Wainwright	Betty2	ENTERED RATES FOR MERCHANT # CHANGE FROM 4-1204031
05/21/2019 16:35	CN194081	jcheiky	MOST2	AutoGenerated - TSYS Merchant Status Changed to Open
05/21/2019 14:57	CN194081	Siria Waters	Betty2	Bank Account (TR: DDA: xxxxx3710) has been Verified for Merchant Created
05/21/2019 13:05	CN194081	AMOS Board	MOST2	AutoGenerated - AMEX Registration sent to TSYS
05/21/2019 13:01	CN194081	swiley	MOST2	Merchant Number Change: (Old:CN193195, MID: 4031, DISC:)

Showing 1 to 191 of 191 entries

Risk Comments

 Date
 Added By
 Source
 Note

 Service Ticket Comments
 Source
 Note

 Ticket Number
 Date Added
 Owner Grp
 Added By
 Problem Type
 Rep
 Comment

USA Student Debt Relief ("DR2") EMS MID 2057

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 95 of 189 Page 313 of 407 Page 313 of 407

1529 Agoura Road 1st Floor, (91302 (P+(800) 464-9						
ESQUI		INTERNAL USE ONLY Merchant # Agent/Sales Partner				
0 Jaricho Ovadrangla, Ste 19 11753 (800) 996-02	9, Jericho, NY	Start Connecting LL	с		dings Inc	
13.135 [(866) 556 66		GENERAL IN	FORMATION			
RPORATE / LEGAL NAM	IE					
art Connecting LLC						
CATION ADDRESS		CITY	STATE		ZIP	
12 Pine Bay Drive		Sarasota	Florida		34231	
RCHANT NAME(DBA OF	(TRADE NAME)		Information same as a	above corporate / lega	1	
A Student Debt Relief						
CATION ADDRESS		CITY	STATE		ZIP	
12 Pine Bay Drive		Sarasota	Florida		34231	
		CONTACT IN	FORMATION			
TOMER SERVICE NUME	BER	CONTACT TE		FAX NUMBER		
877-871-6116		+1 941-587-				
STOMER SERVICE EMAIL			CONTACT EMAIL ADDRI	ESS		
@usastudentdebtreli			Doug@Start-Connectin			
		E ADDRECC	*			
RS IN BUSINESS	x	E ADDRESS sastudentdebtrelief.com/i	ndex.html	# OF	LOCATIONS	
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25	\$250		\$25000	DBA ADDR	ESS 🗰 LEGAL ADDRESS	
SCRIBE YOUR PRODUCT/	***************************************				MCC/SIC CODE:	
sisting customers to re	estruc					
		ARD: MUST PROVIDE COPY OF SI ARDING TO BECOME PCI COMPL				
ADMPRIMANCE PRENCIPANYS	HAVE BS DATS AFTER DO		HIP TYPE	IDR SCAN, OA WILL DE C	PARTED FOR CONTRACTOR	
NDIVIDUAL / SOLE PRO	PRIETOR	PARTNERSHIP	CORPORATION	GOVERNMENT	LLC	
NON-PROFIT (MUST PRO	VIDE 501C3 LETTER)	PUBLICLY TRADED PA/F	°C			
		LOCA	ATION			
	SHOPPING CENTER DWNS	OFFICE BUILDING	🗌 INDUSTRIAL BUILDIN	NG 🏽 RESIDENCE		
EA ZONED:	COMMERCIAL	□ INDUSTRIAL	RESIDENTIAL			
UARE FOOTAGE:)-500	3 501-2500	2501-5000	5000-10000	10,000+	
	PRINCIPALS (MUST HAVE AT LE?	AST 51% COMBINI	ED OWNERSHI	10	
PLEASE LIST ALL PRINCIP	ALS WHO, DIRECTLY OR I	NDIRECTLY, THROUGH ANY CON	ITRACT, ARRANGEMENT, UND	ERSTANDING, BELATION		
	ALS WHO, DIRECTLY OR I		ITRACT, ARRANGEMENT, UND	ERSTANDING, BELATION		
PRINCIPAL NAME:	ALS WHO, DIRECTLY OR I	NDIRECTLY, THROUGH ANY CON	ITRACT, ARRANGEMENT, UND	ERSTANDING, BELATION N THIS APPLICATION.		
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PRINCIPAL NAME: ST uglas	ALS WHO, DIRECTLY OR I PERCENT OR MOR	NDIRECTLY, THROUGH ANY CON 15 OF THE EQUITY INTERESTS O LAST	TRACT, ARRANGEMENT, UND F THE LEGAL ENTITY LISTED I	ERSTANDING, BELATION N THIS APPLICATION. % O	SHIP OR OTHERWISE, OWN 25 WNERSHIP: TITLE: Owner	
PRINCIPAL NAME: ST uglas	ALS WHO, DIRECTLY OR I PERCENT OR MOR	NDIRECTLY, THROUGH ANY CON IE OF THE ECULTY INTERESTS O LAST Goodman	SSN:	erstanding, belation n this application. % O 100	SHIP OR OTHERWISE, OWN 25 WNERSHIP: TITLE: Owner	
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PLEASE LIST ALL PRINCIP PRINCIPAL NAME: IST uglas ME ADDRESS: ME PHONE: PRINCIPAL NAME: IST isa	MIS WHO, DIRECTLY OR I PERCENT OR MOR MIDDLE EMAIL: Doug@Start-Con	NDURECTLY, THROUGH ANY CON IE OF THE EQUITY INTERESTS O LAST Goodman CITY: necting.com	TRACT, ABRANGEMENT, UND F THE LEGAL ENTITY LISTED I SSN: STATE: DRIVERS LICE	ERSTANDING, BELATION N THIS APPLICATION. % O 100 ZIP: ENSE NUMBER AND EXP I 2021-10-29	SHIP OR OTHERWISE, OWN 25 WNERSHIP: TITLE: Owner OATE: DATE OF BIRTH	
PRINCIPAL NAME: ST uglas ME ADDRESS: ME PHONE: PRINCIPAL NAME: ST isa	MIS WHO, DIRECTLY OR I PERCENT OR MOR MIDDLE EMAIL: Doug@Start-Con	NDURECTLY, THROUGH ANY CON LAST Goodman CITY: necting.com	TRACT, ABRANGEMENT, UND F THE LEGAL ENTITY LISTED I SSN: STATE: DRIVERS LICE	ERSTANDING, BELATION N THIS APPLICATION. % O 100 ZIP: ENSE NUMBER AND EXP I 2021-10-29 % O	WNERSHIP: TITLE: Owner DATE: DATE OF BIRTH WNERSHIP: TITLE: Co-Owner	
PRINCIPAL NAME: ST uglas ME ADDRESS: ME PHONE: PRINCIPAL NAME: ST	MIS WHO, DIRECTLY OR I PERCENT OR MOR MIDDLE EMAIL: Doug@Start-Con	NDURECTLY, THROUGH ANY CON IE OF THE EQUITY INTERESTS O LAST Goodman CITY: Inecting.com LAST Rojas	SSN: STATE: DRIVERS LICE SSN: STATE: DRIVERS LICE SSN:	ERSTANDING, BELATION N THIS APPLICATION. % O 100 ZIP: SINSE NUMBER AND EXP I 2021-10-29 % O 0	WNERSHIP: TITLE: Owner DATE: DATE OF BIRTH: OWNERSHIP: TITLE: Co-Owner	

Page 1 of 13

MAVERICK_FTCCID2423000_0000094 Carson Attachment Z, Page 1 of 22

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 96 of 189 Page 314 of 407 Page 314 of 407

		MANA	GEMENT		
)R SENIOR MANAGER (E. PRESIDENT, TREASURE	G., CHIEF EXECUTIVE OFFICER	, CHIEP FINANCIAL OPFIC L WHO REGULARLY PERF	CER, CHIEF OPERATING OFFIC FORMS SIMILAR FUNCTIONS.	LISTED IN THUS APPLICATION, SUCH 283, MANAGING MEMBER, GENERAL 17 APPROPRATE, AN INDIVIDUAL
IS THIS INDIVIDUAL ALREAI WYES NO	DY LISTED IN THE PRI	NCIPAL SECTION. (If No, ple	ase complete the next s	ection)	
FIRST	MIDDLE	LAST	SSN	TIT	LE:
Douglas		Goodman		Ow	ner
HOME ADDRESS:		CITY:	STATE:	ZIF	».
HOME PHONE:	EMAIL:		DRIVER	S LICENSE NUMBER AND EXP	8
	Doug@Start-Cor	necting.com		/ 2021-10-2	.9
ME	RCHANT AG	COUNT APPLI	CATION ANI) AGREEMEN	° V1.5
HAVE MERCHANT OR OW	NERS / PRINCIPALS I	EVER FILED:			
BUSINESS BANKRUPTCY	[] PERSO	NAL BANKRUPTCY 🛛 🗰 NE	VER FILED	(If yes, please explain):	
HAVE MERCHANT OR OWNER	S / PRINCIPALS EVER I	BEEN TERMINATED FROM AC	CEPTING BANKCARDS I	OR THIS BUSINESS OR ANY	OTHER BUSINESSES?
NO VES	(If yes, please expla	in):			
		* 2 4 3 7 * 3 4 3 5 * 2 4 3 5 * 2 4 3 5 * 2 4 3 5 * 2 4 3 5 * 2 4 3 5			2(22421)2242(X2(22(X2(22(X2(22(22(22(22(22)
WHICH PAYMENTS WOULD Y W VISA, MASTERCARD, DISCOV			T EBT - EBT FNS N	UMBER:	
* See, Merchant Agreement, Sect	on 46 for details regarding	r participation in American Erppa	se OntPhue		
· See, Merchant Agreement, Sect	on 40 for decails regarding		-		
		SALES METHOD (MUST RQUAL I	.00%)	
RETAIL SWIPED	0%	MAIL/PHONE	100_%	INTERNE	т%
BANK ACCOUNT I	NFORMATION		CHECK FOR B/ POSITED)	ANK ACCOUNT WI	HERE FUNDS ARE TO
ROUTING NUMBER			ACCOUNT NUMBER		
			3710		
MERCE	IANT QUESTIO	NNAIRE (PLEASE I	PROVIDE ALL A	PPLICABLE INFO	RMATION)
A. FOR ALL MERCHANTS					
1. PLEASE DESCRIBE YOUR REF					*****
30-day satisfaction guara	ntee				
II. PLEASE LIST EQUIPMENT AN	D/OR SOFTWARE USED T	O PROCESS CARDS (POINT-OF-S	ALE, TERMINAL, PAYMEN	NT GATEWAY, ETC.)	
Need VAR for NMI Gatev	vay				

B. FOR CARD-NOT PRESENT M	IERCHANTS (E-COMME	RCE & MOTO)			
i. INVENTORY MAINTAINED:	SITE (LE WAREHOUSE	. IF SO, PROVIDE ADDRESS			
3RD PARTY FULFILLMEN			FILLMENT AGREEME	NT MEREPUICE OF	NLY(NO PRODUCTS SOLD)
II. ARE THERE ANY OTHER COM				Service O	VLI(NO PRODUCIS SOLD)
		ECUTED FULFILLMENT AGE		MENT GENTERY.	
				PLANS, ETC.)? IF YES, PLEASE	DESCRIBE AND INCLUDE DURATION
N/A					
iv. CUSTOMER PROFILE (ESTIM INDIVIDUAL CONSUMERS: 95	ATE THE PERCENTAGE O %	F SALES IN EACH CATEGORY - 1 BUSINESSES: 5	MUST ADD UP TO 100%) %	GOVERNMENT: 0	%
L					
v. CUSTOMER LOCATION PROFI LOCAL: 15	LE (ESTIMATE THE PERC %	ENTAGE OF EACH CARDHOLDE	R'S LOCATION – MUST AL %	D UP TO 100%) INTERNATIONAL: 0	%
	70	Tanonale 05	70		70
vi. HOW LONG AFTER CHARGIN					(D
WITHIN: 24 HOUR	S 2 DAYS	3-10 DAYS	1-30 DAYS 31-90) DAYS 90 + DAYS	Uther
Other:					
711. HOW LONG AFTER THE TIMI	OF ORDER DOES THE C	ARDHOLDER RECEIVE THE PRO	DUCT OR SERVICE?		

Page 2 of 13

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 97 of 189 Page 315 of 407 Page 315 of 407

WITHIN: 24 HOURS 2	-5 DAYS 6-10 DAYS 11	+ DAYS Other				
Other:						
	IIPMENT / COMPLETION OF SERVICES MOTO/INTERNET MERCHANTS)? IF YES, PLE/	ASE CONFIRM PHYSICAL ADDRESS				
x. HOW DO YOU ADVERTISE (INTERNET, MA Internet and social media	GAZINES, TV, ETC.)? LIST ALL THAT APPLY:					
xi. IS YOUR BUSINESS SEASONAL?	10NTHS?					
JANUARY EB	RUARY MARCH	APRIL	MAY			
□ JUNE □ JULY	august	SEPTEMBER	OCTOBER			
NOVEMBER DEC						
MERCHA	NT ACCOUNT APPLIC	ATION AND AGREEN	IENT V1.5			
	FEE SONEDUL	e (Sofieduaea)				
Pass Through CBN Plus	Transaction Fee	Monthly Fee	Batch Fee			
0.00000%	\$0.00000	\$0.00000	\$0.25000			
Qualified Rate	Authorization Fee	Monthly Online Access Fee	Chargeback Fee			
3.95000%	\$0.30000	\$15.00000	\$35.00000			
Mid-Qual Surcharge (Qual+)	AVS (Address Verification Service) Transaction Fee	Monthly PCI Fee	Retrieval Fee			
6.35000%	\$0.00000	\$10.00000	\$15.00000			
Non-Qual Surcharge (Qual+)	Voice Authorization/IVR Fee	Monthly Minimum Fee	Other			
6.35000%	\$1.25000	\$25.00000	\$0.00000			
PIN Debit Rate	PIN Debit Authorization Fee	Application Fee	Other			
0.00000%	\$0.00000	\$0.00000	\$0.00000			
EBT Rate	EBT Authorization Fee	Annual Fee	Other			
0.00000%	\$0.00000	\$0.00000	\$0.00000			
Special Pricing or Exception Notes						
Express transactions for merchants in the Ar MastorCard's annual Acquirer Lionnee Pee, p the rates established by the Card Brands. Ch the first month. PCI non-compliance is \$25 pc By executing this Merchant Application on bo	eerican Express OptBite Program, and such will be seasoned to MatburCard transactions will be argeback reversal heats (\$10 per occurrence. At ar month. Arbitration Fee is \$25 per occurrence MERCHANNEACOEREMA ehalf of the merchant described above (the "N	holesale for shall be in addition to the rates set charged the current Acquirer License Fee. Ca CH Reject Fee is \$35 per occurrence. Annual IF	apply a wholesale fee of 0 20% to all American forth above where applicable. To pass through rd Brand & network fees are passed through at IS Reporting Fee is \$1.95 annually and charged represent(s) and warrant(s) that all information have the requisite corporate power and authority			
to complete and submit this Merchant Applic individually; (ii) acknowledge(s) that the inform behalf of the Merchant; (iii) authorize Bank and the event this Merchant Application is accepte	contained in this Merchant Application Is true, correct and complete as of the date of this Merchant Application, and that such individual(s) have the requisite corporate power and authority to complete and submit this Merchant Application and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Bank and ISO to behalf of the Merchant; (iii) authorize Bank and ISO to investigate the credit of the Merchant and each person listed on this Merchant Application; (iv) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank and ISO, to the Fee Schedule set forth above and to the Terms and Conditions included with and incorporated into this Merchant Agreement. Merchant understands that this Agreement shall not take effect until Merchant has been approved by Bank and ISO, and a merchant number is issued.					
Merchant: (Legal Name of Business) Start Connecting LLC						
Principal 1: (Signature of Principal/Own	er)	Title				
Sander Stander		Own	er			
Principal 2: (Signature of Principal/Own	er)	Title				
hoat hojan		Co-C	Dwner			
Esquire Bank: (Signature)	Name and Tit	ile:				
MAVERICK BANKCARD, INC.: (Signat	ure) Name and Tit	lle:				



PERSONAL GUARANIEE

In consideration of Bank's and ISO's acceptance of this Agreement, the undersigned Principal ("Guarantor") (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and ISO under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and ISO for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or subrogation, reimbursement or indemnity limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank and ISO or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank and ISO for many personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees of whatever nature, including attorreys' fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Guarantor 1:	Date:
oya gira	Feb 4, 2020
Guarantor 2:	Date:
hu top	Feb 5, 2020

MERCHANT ACCOUNT APPLICATION AND AGREEMENT V1.5

BANK DISCLOSURE: Member Bank Information

Esquire Bank | 100 Jericho Quadrangle, Ste 100 | Jericho, NY 11753

Important Bank Responsibilities

1. Esquire Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant.

2. Esquire Bank must be a principal (signer) to the Merchant Agreement

3. Esquire Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.

4. Esquire Bank is responsible for and must provide settlement funds to the Merchant

5. Esquire Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.

2. Maintain fraud and chargebacks below thresholds.

3. Review and understand the terms of the Merchant Agreement.

4. Comply with VISA Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member - Esquire Bank - is the ultimate authority should the Merchant have any problems.

Principal 1 Signature	Date Feb 4, 2020	Principal 3 Printed Name & Title Douglas Goodman	٦
Principal 2 Signature	Date Feb 5, 2020	Principal 3 Printed Name & Title Luisa Rojas	٦



MERCHANT AGREEMENT VI.5

In consideration of the mutual promises and covenants contained in this Merchant Agreement (<u>"Agreement</u>"), and the agreement of Merchant to participate in the card processing services program established by Bank, the parties agree as follows:

1. Parties

The parties to this Agreement are ESQUIRE BANK, a federally chartered bank, whose address is 100 Jericho Quadrangle, Ste 100, Jericho, NY 11753 ("Bank"), Maverick BankCard, Inc., whose address is 26520 Agoura Road 1st Floor, CA 91302 ("ISO"), and the Merchant set forth on the Merchant Application form to which this Agreement is attached ("Merchant").

2. Definitions

For the purposes of this Agreement and the Schedules referred to herein, the following definitions apply unless the context otherwise requires:

<u>"Address Verification"</u> means a service that allows Merchant to verify the home address of Cardholders with the relevant Issuer.

<u>"Applicable Law"</u> means: (i) all applicable federal, state and local laws, rules and regulations: and (ii) the Rules.

<u>"Association(s)</u>" means VISA U.S.A., Inc. ("<u>Visa</u>"), MasterCard International Incorporated ("<u>MasterCard</u>") and Discover Financial Services LLC ("<u>Discover</u>").

"Authorization" means an affirmative response, by or on behalf of an Issuer to a request to effect a Transaction, that a Transaction is within the relevant Cardholder's available credit limit and that the Cardholder has not reported the Card lost or stolen. All Transactions requiring Authorization by the Associations must be authorized.

<u>"Authorization Center"</u> means the facility or facilities designated from time to time by Bank or ISO to which Merchant shall submit all requests for Authorization.

"Business Day" means any day other than: (i) a Saturday or Sunday; or (ii) a day on which banking institutions in New York are authorized by law or executive order to be closed (and on which Bank is in fact closed).

<u>"Card(s)"</u> means either a Visa, MasterCard or Discover credit card, debit card (or other similar card that requires a PIN for identification purposes), or pre-paid, stored-value or gift card.

"Cardholder" means a person authorized to use a Card.

<u>"Chargeback"</u> means a Transaction that Bank returns to Merchant pursuant to this Agreement.

<u>"Forced Sale"</u> means a sales Transaction processed without an approved electronic Authorization number being obtained for the full amount of the sales Transaction at the time the Transaction is processed.

"Full Recourse Transactions" means mail orders, telephone orders, e-commerce (Internet) orders, Pre-Authorized Recurring Order Transactions, and other "card not present" sales.

"<u>Issuer</u>" means a member of an Association that enters into a contractual relationship with a Cardholder for the issuance of one or more Cards.

<u>"Merchant Statement"</u> means an itemized monthly statement of all charges and credits to the Operating Account (as that term is defined in Section 5 of this Agreement).

<u>"Monthly Chargeback Violation</u>," for any given calendar month, means that more than five Chargebacks have been processed in that month and that the Transaction Chargeback Ratio for that month is equal to or greater than 1%.

"<u>Mid-Qualified Transactions</u>" means any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations

"Non-Qualified Transactions" means: (i) any Transaction submitted for processing more than 48 hours past the time the Authorization occurred; (ii) any Transaction missing required data; and (iii) any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations.

<u>"Normal Transaction</u>" means a Transaction in which the Card is swiped through a terminal, register or other device, capturing the Card information encoded on the Card's magnetic strip.

"Pre-Authorized Recurring Order Transaction" means a Transaction that has been preauthorized by the Cardholder and for which the goods or services are to be delivered or performed in the future by Merchant without having to obtain approval from the Cardholder each time.

"<u>Qualified Transactions</u>" means any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations.

<u>"Rules</u>" means all rules, regulations, by-laws, standards and procedures adopted and/or amended from time to time by the Associations (including, without limitation, the Payment Card Industry Data Security Standard), Bank and each relevant Issuer. "Rules" shall be deemed to include the MOC, as defined in Section 46(o).

<u>"Services"</u> means the transaction processing services described on the attached Schedule A, as the same may be amended from time to time by Bank, in its sole discretion.

"<u>Transaction</u>" means the acceptance of a Card or information embossed on the Card for payment for goods sold and/or leased or services provided to Cardholders by Merchant and receipt of payment from Bank, whether the Transaction is approved, declined, or processed as a Forced Sale. The term "Transaction" also includes credits, errors, returns and adjustments.

"<u>Transaction Chargeback Ratio</u>," for any given calendar month, means the number of Chargebacks processed in that month divided by the total number of Transactions processed in that month.

3. Services Provided to Merchant

During the term of this Agreement, subject to the terms and conditions of this Agreement: (i) ISO shall provide technical documentation as needed, and technical support and customer support (including, without limitation, Authorization, settlement and Chargeback processing and reporting), twenty-four hours each day, seven days each week, in order to allow Merchant to accept and process Transactions; and (ii) Bank shall provide the Services to Merchant.

4. Term

This Agreement shall become effective when all parties sign the MerchantApplication form to which this Agreement is attached (or in connection with which this Agreement is provided) and, unless sooner terminated, shall remain in effect for a term of three (3) years. This Agreement shall renew automatically for successive terms of three (3) years each, unless any party provides written notice of termination to the other parties at least 90 days prior to the end of the then-current term. All existing obligations, warranties, indemnities and agreements with respect to Transactions entered into before such termination shall remain in full force and effect, and, regardless of any such termination, Merchant shall remain liable for all obligations to Cardholders and Bank that are incurred while this Agreement is in effect. In the event this agreement is terminated early, Merchant hereby authorizes Bank or ISO to charge an Early Termination Fee and deduct the greater of (a) \$295 and (b) average overall monthly fees multiplied by remaining months in agreement (provided in no event shall either such amount exceed the maximum amount permitted by applicable state law).

5. Merchant Operating Account

Prior to accepting any Cards, Merchant shall establish a demand deposit account at Bank, or at a financial institution approved by Bank (the "<u>Operating Account</u>"), through which fees, charges and credits due to Merchant in accordance with this Agreement may be processed. Merchant authorizes Bank to debit all amounts Merchant owes Bank hereunder or any other agreement entered into between Merchant and Bank from the Operating Account, whether maintained at Bank or another financial institution, at times deemed appropriate by Bank, through the ACH Banking Network or by a manual debit of the Operating Account. Merchant waives any and all claims for loss or damage arising out of any such charges or debits to the Operating Account.

6. Reserve Account

Upon, or at any time after, execution of this Agreement, Bank mayestablish a reserve account at Bank (the <u>"Beserve Account"</u>) in such amount as Bank from time to time may determine in its sole discretion. Bank may fund the Reserve Account by deducting amounts from payments due to Merchant, by effecting a charge against Merchant's Operating Account or against any of Merchant's accounts at Bank, or by demanding payment from Merchant (which payment Merchant's accounts at Bank, or by demanding payment from Merchant (which payment Merchant shall make within ten (10) days after receipt of any such demand). The Reserve Account will be maintained for a minimum of nine months after the date on which this Agreement terminates or until such time as Bank determines that the release of the funds to Merchant is prudent, in the best interest of Bank, and commercially reasonable, and that Merchant's account will bank under this Agreement and any other agreement entered into between Merchant and Bank is fully resolved. Merchant and ISO acknowledge and agree that only Bank, and not ISO, may authorize or effect any release of funds from the Reserve Account. Bank may withdraw funds from the Reserve Account at any time to offset any indebtedness of Merchant to Bank that may arise out of or relate to the obligations of Merchant under this agreement (including, but not limited to, Chargebacks and fees) or to offset any other indebtedness of Merchant to Bank under any other agreement entered into between Merchant and Bank. Upon expiration of this nine-month period. Notwithstanding the foregoing, Bank, in its sole discretion, may release funds from the Reserve Account prior to the expiration of such nine-month period. Notwithstanding the offseting such release. Bank may deposit into the Reserve Account funds it would otherwise be obligated to pay Merchant, if it determines such action is reasonably necessary to protect its interest.

7. Fees

Merchant shall pay to Bank or ISO all fees specified on Schedule A, as amended by Bank or ISO from time to time. For each Transaction, Bank or ISO will charge Merchant as follows:

(a) An amount ("Merchant Discount Fees") equal to a specified percentage of the total cash price of each sales and cash withdrawal Transaction ("Merchant Discount Rate");

(b) A specified amount per Transaction (" $\underline{\mathrm{Transaction}\;\mathrm{Fee}}$ "); and

(c) A specified amount per Authorization (" $\underline{Authorization Fee}$ ").

The Merchant Discount Rate, Authorization Fees and Transaction Fees are set forth on Schedule A

Different Merchant Discount Rates apply to Qualified, Mid-Qualified and Non-Qualified Transactions, as shown on Schedule A. Merchant agrees that Bank will, and authorizes Bank to, deduct Merchant Discount Fees from the Operating Account or Reserve Account on a daily basis unless a monthly basis is specified on Schedule A.

Merchant also agrees to pay to Bank or ISO the amount of any fees, charges or penalties assessed against Bank or ISO by any Association or Issuer for Merchant's violation of any Applicable Law. Merchant shall pay Bank or ISO for any other services provided to Merchant by Bank or ISO and for all other fees shown on Schedule A, including, but not limited to, monthly minimum fees, Chargeback fees and customer service fees.

8. Billing

All amounts Merchant owes to Bank, for any reason, may be charged to the Operating Account or Reserve Account, recouped by adjustment to any credits due to Merchant, or set off against any account or property Bank holds for or on behalf of Merchant.

9. Security Interest

As security for the performance by Merchant of all of its obligations under this Agreement, Merchant hereby grants to Bank a security interest in: (i) the funds held in the Operating Account and in the Reserve Account; and (ii) any inventory with respect to which a Transaction has occurred but has not yet been fulfilled. Merchant will execute and deliver to Bank such documents, in form satisfactory to Bank, as Bank may reasonably request in order to perfect Bank's security interest in the Operating Account, Reserve Account and such inventory, and will pay all costs and expenses associated with filing the same or this Agreement in all public filing offices, where filing is deemed by Bank to be necessary or desirable. Bank is authorized to file financing statements relating to the Operating Account, the Reserve Account and such inventory without ISO where authorized by law. Merchant appoints Bank as its attorney-infact to execute such documents as are necessary or desirable to accomplish perfection of any security interests. This appointment is coupled with an interest and shall be irrevocable as long as Merchant owes any amount to Bank.



MAVERICK_FTCCID2423000_0000098 Carson Attachment Z, Page 5 of 22

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 100 of 189 Page 1121 Page 318 of 407

10. Processing Transactions

(a) Merchant shall obtain Authorizations and process Transactions using such equipment and software as may be approved from time to time by Bank and ISO, in its sole discretion (the "Equipment"). Merchant shall validate Cards and Cardholders in face-to-face transactions as required by Applicable Law.

(b) Merchant shall obtain Authorizations for Transactions in a manner required by Applicable Law and in the manner, and following the processes and procedures, determined from time to time by Bank, in its sole discretion, and communicated to Merchant by either Bank or ISO.

(c) Merchant shall not submit a Transaction to Bank (electronically or otherwise) until Merchant has performed its obligations to the Cardholder in connection with the Transaction or obtained Cardholder's consent for a Pre-Authorized Recurring Order Transaction.

(d) Merchant shall not transmit any Transaction to Bank that Merchant knows or should have known to be illegal, fraudulent or not authorized by the Cardholder.

(e) Merchant shall not process a Transaction that does not result from an act between a Cardholder and Merchant.

(f) Merchant shall not request or use any Card number for any purpose other than as payment for its goods or services.

(g) Merchant may transmit a Transaction that effects a prepayment of services or full prepayment of custom-ordered merchandise, manufactured to a Cardholder's specifications, if Merchant advises Cardholder of the immediate billing at the time of the Transaction and within time limits established by the Associations.

11. Prohibited Transactions. Merchant shall not do any of the following:

(a) Establish a minimum on debit cards or greater than \$10.00 on credit cards or a maximum dollar Transaction amount;

(b) Obtain multiple Authorizations for amounts less than the total sale amount;

(c) Obtain Authorization for the purpose of setting aside the Cardholder's credit line for use in future sales;

(d) Extend credit for or defer the time of payment of the total cash price in any Transaction;(e) Honor a Card except in a Transaction where a total cash price is due and payable;

(f) Make any special charge to or extract any special agreement or security from any Cardholder in connection with any Transaction;

(g) Transmit or accept payment for any Transaction that was not originated directly between Merchant and a Cardholder for the sale or lease of goods or the performance of services of the type indicated in the Merchant Application form to which this Agreement is attached;

(h) Honor or accept a Card as payment for any legal services or expenses arising out of or related to: (i) any domestic relations matter where such services or expenses are furnished to a person whose name is not embossed on a Card; or (ii) any bankruptcy, insolvency, compromise, composition or other process affecting Cardholder's creditors;

(i) Use Merchant's own Card, or one to which Merchant has access, to process a Transaction for the purpose of obtaining credit for Merchant's own benefit;

(k) Initiate a Transaction credit without a preceding debit at least equal to the credit;

(I) Initiate a Transaction credit without a balance in the Operating Account at least equal to the credit;

(m) Use the Equipment or any data received thereon for any other purpose other than for determining whether or not Merchant should accept checks or Cards in connection with a current sale or lease of goods or services:

(n) Use the Equipment or any data received thereon for credit inquiry purposes or any other purpose not authorized by this Agreement:

(o) Draw or convey any inference concerning a person's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living when any Card or check is processed as non-accepted;

(p) Disclose any information obtained through the Equipment to any person except for necessary disclosures to affected Cardholders, Bank and/or the Issuer;

(q) Disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant;

(r) Disburse funds in the form of cash;

(s) Accept a Card to collect or refinance an existing debt (whether originally owed to Merchant or otherwise) that is considered uncollectible (for example, payments to a collection agency or attempts to recover funds for a dishonored check) except to the extent specifically permitted by Applicable Law;

(t) Issue a Transaction credit in respect of goods or services acquired in a cash transaction which are returned;

(u) Make any cash refund to a Cardholder who has made a purchase with a credit Card (all Transaction credits shall be issued to the same credit Card account number used in the sale);

(v) Require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature or any other Card account data in plain view when mailed;

(w) Accept a Card for the purchase of Scrip (as defined by applicable VISA regulations), except to the extent specifically permitted by Applicable Law;

 (\boldsymbol{x}) Accept any payment directly from a Cardholder for previous Card charges incurred and processed by Merchant;

(y) Require, through an increase in price or otherwise, any Cardholder to pay any surcharge in connection with any Transaction or to pay any part of any charge imposed on Merchant by Bank except, in either case, as expressly permitted by, and under terms and conditions that comply in full with, Applicable Law; (z) Provide cash to a Visa cardholder unless Merchant is either (i) participating in Visa Cash-Back Services or (ii) a hotel or cruise line;

(aa) Cause any Cardholder to waive its right to dispute a Transaction;

(bb) Request the Card Verification Value 2 data (as defined by Visa) on any paper order form;

(cc) Request a Cardholder account number for any purpose that is not related to payment for goods or services;

(dd) Add any tax to Transactions, unless applicable law expressly requires that a merchant be permitted to impose a tax, and only if such tax is included in the Transaction amount and not collected separately;

(ee) Process payments for a product or service that has not been disclosed and approved by Bank and ISO. This includes web processing and processing on a website that has not been approved by Bank and ISO. Merchant shall disclose to Bank and ISO all URLs through which Merchant processes transactions or otherwise accepts at the time of executing this. Agreement, upon request, and before processing through any URL not previously disclosed.

12. Prohibition of Furnishing Account Information

Use of Third Parties. Merchant shall not, without the Cardholder's consent, sell, purchase, provide or exchange any Card information in the form of Transaction documents, carbon copies of imprinted Transaction documents, mailing lists, tapes, journal rolls or other media obtained through the use of a Card to any third party. Merchant may use third parties that do not have a direct agreement with Bank as Merchant's agent for the direct delivery of Transactions for clearing and settlement if:

(a) Merchant advises Bank that it will use a third-party processor in this capacity, identifying the third party so selected by Merchant;

(b) Merchant agrees that Bank will reimburse Merchant only for the Visa Transactions delivered by that third-party processor to VisaNet; and

(c) Merchant assumes responsibility for any failure by its third-party processor to comply with Applicable Law

Merchant shall notify Bank of the identity of any third party performing services to Merchant in connection with which such third party has access to any Card information.

13. Daily Reconciliation of Transactions

(a) Electronically Transmitted Transactions. Bank shall control and disburse all Transactionrelated settlement funds to Merchant. Transactions with respect to which Bank receives payment from or through the Associations will be settled on a daily basis, and, except as otherwise expressly provided or permitted pursuant to the terms of this Agreement, Bank shall deliver payment to Merchant in connection with such Transactions by effecting a credit to the Operating Account equal to the reconciled and paid summary Transaction total of all of Merchant's total paid summary Transactions since the previous credit. Notwithstanding the foregoing, Bank may, in its sole discretion, effect a credit to the Operating Account in connection with any Transaction prior to the point in time Bank receives payment in connection therewith from or through the Associations. In either case, Bank may, if necessary or appropriate, reduce any credit made to the Operating Account by, and/or Bank may require that Merchant pay to Bank an amount equal to:

(i) the sum of all Cardholder charges denied, refused or charged back;

(ii) all refunds processed on account of Cardholders during said time period;

(iii) the amounts, fees and charges, including (but not limited to) Chargebacks, Merchant owes Bank hereunder or under any other agreement entered into between Bank and Merchant:

(iv) all taxes, penalties, charges, fees and other items incurred by Bank that are reimbursable pursuant to this Agreement;

(v) all applicable rates, fees and charges described on Schedule A;

(vi) any amount Bank previously credited to the Operating Account that Bank determines, in good faith, was incorrectly so credited; and

(vii) any amount Bank determines, in its sole discretion, represents unacceptable risk to the relevant Cardholder or Bank. Any application of funds associated with the settlement of Transactions that differs from the foregoing must be agreed to, in writing, by Bank and Merchant and may not, in any respect, violate Applicable Law.

(b) Reconciliation of Transactions. Merchant shall reconcile each settled Transaction within fifteen (15) days after the date on which such Transaction is submitted to Bank for payment, and shall notify Bank and ISO immediately of any discrepancies or errors Merchant notes as a result of such reconciliation. Neither Bank nor ISO shall have any responsibility or liability for Transaction-related errors or omissions that are brought to their attention more than thirty (30) days after the date on which the Transaction to which such error or omission relates is first presented to Bank for settlement.

(c) Provisional Credit. Any credits to the Operating Account are provisional only and subject to revocation by Bank until such time that the Transaction is final and no longer subject to Chargeback by the Issuer, Cardholder or Associations. Bank may withhold payment for a Transaction to Merchant, for any reason, until such time as the Transaction has been verified as legitimate by the relevant Issuer, or Bank receives adequate supporting documentation from Merchant to authenticate the Transaction and mitigate Chargeback risk.



Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 101 of 189 Page 19 1122 Page 319 of 407

14. Adjustments and Returns

Merchant will maintain a fair exchange and return policy and make adjustments with respect to goods and services sold and/or leased to its customers whenever appropriate. If Merchant limits its acceptance of returned merchandise, or if Merchant is an Electronic Commerce Merchant, Merchant will ensure that its return policy are clearly set forth on the Transaction receipt or on Merchant's website, as required by Applicable Law. If goods are returned, or services are terminated or canceled, or any price is adjusted, Merchant will prepare and transmit a credit or return Transaction, either electronically or by paper, for the amount of the adjustment as a deduction from the total amount of Transactions transmitted that day. If the amount of credit or return Transactions exceeds the amount of sales Transactions, Merchant shall pay the excess to Bank. Merchant shall make no cash refunds on credit Transactions and shall handle all credit adjustments as provided in this Section 14. If no refund or return will be given, Merchant must advise Cardholder in writing, at the time of the Transaction, that the sale is a "final sale" and "no returns" are permitted.

Merchant must advise Cardholder in writing of any policy of Merchant that provides for nocash refunds and in-store credit only. Merchant shall follow Association reservation/noshow policies, and shall notify Cardholders in writing of this policy on all advance reservations. Merchant also shall notify Cardholders at the time of the reservation of the exact number of days required for reservation deposit refunds.

15. Chargebacks

The acceptance by Bank of any Transaction processed in accordance with the terms of this Agreement shall be without recourse to Merchant, except for:

(i) Full Recourse Transactions;

(ii) as otherwise indicated in this Agreement; and

 $(iii) \ under \ any \ of \ the \ following \ circumstances:$

(a) No specific prior Authorization for the Transaction was obtained from the Authorization Center, the approval number does not appear in the electronic transmittal that is maintained by Bank, or the Transaction was submitted to the Bank or ISO thirty (30) days or more after the date on which the goods and/or services to which the Transaction relates were purchased or leased by the relevant Cardholder;

(b) The Transaction was based on a pre-authorization form, the Card on which the Authorization was based was canceled and Merchant was so notified prior to the Transaction;

(c) The Card giving rise to the Transaction was canceled and prior to, or at the time of, the Transaction, and Merchant received notice of the cancellation through the electronic terminal, in writing or otherwise;

(d) The Card expired prior to the date of the Transaction or the date of the Transaction was prior to the validation date, if any, indicated on the Card;

(e) The Transaction information required by this Agreement was not submitted to Bank, or the procedures required by this Agreement to be followed in connection with processing a Transaction were not followed;

(f) Bank or Issuer receives a complaint from or on behalf of a Cardholder stating that there is an unresolved dispute or defense to a charge (whether or not valid) between Merchant and Cardholder:

(g) The Cardholder makes a written complaint to Bank or Issuer that the Cardholder did not make or authorize the Transaction;

(h) A setoff or counterclaim of any kind exists in favor of any Cardholder against Merchant that may be asserted in defense of an action to enforce payment against the Cardholder in the Transaction;

(i) The Transaction was made at or by a merchant other than Merchant;

(j) The Transaction otherwise violates the terms of this Agreement or any Applicable Law; $% \left(\frac{1}{2} \right) = \left(\frac{1}{2} \right) \left(\frac$

(k) A Transaction is charged back by an Issuer; or

(I) Any representation or warranty made by Merchant in connection with the Transaction is false or inaccurate in any respect.

In any such case, Bank shall not be obligated to accept a Transaction for credit to the Operating Account. If Bank has credited the Operating Account or Reserve Account for such a Transaction, Bank may return the Transaction to the Merchant, and Merchant shall pay Bank the amount of the Transaction. Merchant agrees that it is solely responsible for all Chargebacks, and that Bank, without prior notice to Merchant, may: (i) charge the amount of the Transaction to the Operating Account or Reserve Account; (ii) recoup the amount of the Transaction to the Operating Account or Reserve Account; (ii) recoup the amount of the Transaction to the Operating Account or Reserve Account; (ii) recoup the Merchant. If Merchant disagrees with Bank's decision to charge back a Transaction, Merchant must so notify Bank in writing within 10 days of the Chargeback, and provide documentation that the dispute has been resolved to Cardholder's satisfaction or proof that a credit has been issued. Without limiting the generality of any other provision of this Agreement, if Bank or ISO, if ISO has indemnified Bank, takes legal action against Merchant for any Chargebacks or any amounts due Bank or ISO whether suit is commenced or not. In addition to any other remedy available to Bank, upon the occurrence of a Monthly Chargeback Violation, Merchant must pay to Bank a fee that is calculated as follows (where X in the table below is the Transaction Chargeback Ratio for the relevant calendar month and Y is the number of Chargebacks processed during the relevant calendar month:

Y	1.0% ≤X≤ 1.5%	1.5% <x≤ 2%</x≤ 	2% <x≤ 2.25%</x≤ 	2.25% <x≤ 2.5%</x≤ 	2.5% <x≤ 3%</x≤ 	3% <x≤ 3.5%</x≤ 	3.5% <x≤ 5%</x≤ 	5% <x≤ 7.5%</x≤ 	7.5% <x< th=""></x<>
5 - 25	\$0	\$10	\$10	\$15	\$15	\$20	\$25	\$40	\$50
26 - 50	\$10	\$10	\$15	\$15	\$20	\$20	\$25	\$40	\$50
51 - 75	\$15	\$20	\$20	\$20	\$25	\$25	\$30	\$50	\$50
76 - 100	\$15	\$20	\$20	\$25	\$25	\$30	\$35	\$50	\$50
101 - 125	\$20	\$20	\$25	\$25	\$30	\$35	\$35	\$60	\$60
126 - 150	\$20	\$25	\$25	\$30	\$35	\$35	\$40	\$75	\$75
151 - 175	\$25	\$30	\$30	\$35	\$35	\$40	\$40	\$75	\$100
175 +	\$25	\$30	\$35	\$35	\$40	\$40	\$50	\$100	\$100

16. Merchant Statement

At least once each month, Bank or ISO shall provide a statement (the "Merchant Statement") to Merchant. All information appearing on the Merchant Statement shall be deemed accurate and affirmed by Merchant unless Merchant objects by written notice specifying the particular item in dispute within 30 days of the date of the Merchant Statement.

17. Retention of Information

Merchant shall retain the information required to be submitted in connection with a Transaction or to be maintained in connection with a complaint for seven years from the date of the Transaction or the complaint. At the request of Bank, Merchant shall provide such information to Bank or ISO, as directed by Bank, within five (5) days of receipt of a request from Bank. Failure to meet such time frame or non-delivery of any item or delivery of an illegible copy of an item requested by an Issuer shall, among other things, constitute a waiver by Merchant of any claims and may result in an irrevocable Chargeback for the full amount of the Transaction.

18. Recovery of Cards

Merchant will use its best efforts to reasonably and peaceably recover and retain any Card with respect to which Merchant receives notification of cancellation, restrictions, theft or counterfeiting. This notice may be given: (i) electronically through the Equipment; (ii) by the Authorization Center through any means; or (iii) by listing on any canceled Card or restricted Card list. Merchant shall also take reasonable steps to recover a Card that it has reasonable grounds to believe is counterfeit, fraudulent or stolen.

19. Customer Complaints

Merchant shall respond promptly to inquiries from Cardholders and shall attempt to resolve any disputes amicably. If unresolved disputes occur with a frequency unacceptable to Bank, Bank may terminate this Agreement. Bank reserves the right to charge Merchant reasonable fees and reimbursement on account of excessive Cardholder inquiries, refunds or Chargebacks. Merchant agrees to maintain the following information in writing with respect to each claim or defense asserted by a Cardholder for which Merchant has received notice:

(a) The Cardholder's name;

(b) The Card account number:

(c) The date and time the Cardholder asserted the claim or defense;

(d) The nature of the claim or defense; and

(e) The action that Merchant took in an attempt to resolve the dispute.

Upon request, Merchant shall furnish Bank with this information in writing within 10 days. 20. Confidentiality

Merchant shall treat all information received in connection with this Agreement as confidential. Merchant shall prevent the disclosure of this information except for necessary disclosures to affected Cardholders, to Bank, to ISO and to Issuers.

21. Compliance with Applicable Law

a. General. Merchant represents and warrants that it has obtained all necessary regulatory approvals, certificates and licenses, and that it is in compliance with all Applicable Law, in connection with the operation of its business. Merchant represents and warrants that it understands the importance of complying with Applicable Law in connection with any and all actions it takes in connection with Transactions (including, without limitation, complying with requirements relating to Transaction information, storage and disclosure), and covenants at all times to comply in full with all Applicable Law. Merchant further acknowledges and agrees that it is responsible for the actions of all of its employees while in Merchant's employ

b. Data Security Rules. Without limiting the generality of the foregoing or any other provision of this Agreement, Merchant understands that it and all of its employees, agents, representatives and service providers must comply with the Rules, including without limitation, those relating to Cardholder information security issues, non-disclosure of Cardholder information and Transaction documents, retention and storage of Cardholder and Transaction information and other security procedures adopted by the Associations. Merchant hereby confirms its agreement to abide by and fully comply with such Rules, including, without limitation, the Rules and procedures described below:

i. Visa Cardholder Information Security Program and MasterCard Site Data Protection Program. Visa and MasterCard have implemented programs to protect Cardholder Information Security Program ("CISP") and MasterCard Site Data Protection Program ("SDP") apply to Merchant if Merchant processes or stores Cardholder Information. A copy of the complete Visa Cardholder Information Security Standards manual and a SelfAssessment Worksheet can be obtained online at www.visa.com/cisp or from Bank, and a copy of the SDP provisions can be obtained from Bank. Visa and MasterCard programs if it is determined that Merchant is non-compliant. Merchant may be required to comply with an audit to verify compliance with security procedures. The following list describes some of the current CISP and SDP program requirements, with all of which Merchant may be required to comply, if applicable to Merchant. (A) install and maintain a working network firewall to protect data; (D) encrypt data sent across networks; (E) use and regularly update anti-virus sofware; (F) restrict access to data; (H) don't use vendor-supplied defaults for system passwords and other security parameters; (I) track access to data by unique ID; (I) maintain a policy that addresses information. Merchant must also comply with the requirements of Section 10.3 of the Visa Rules in connection with suspected or confirme losses, thefts, compromises of information, and fraud or laundering associated with information. Please also note that this is not intended to be a complete list, and Merchant remains solely responsible for understanding and complying in full with all of the applicable CISP and SDP resons with computer access to data information, and fraud or laundering associated with information. Please also note that this is not intended to be a complete list, and Merchant remains solely responsible for understanding and complying in full with all of the applicable CISP and SDP responsible to formation.

ii. Transaction Information. Merchant acknowledges that the sale or disclosure of databases containing Cardholder account numbers, personal information, or other Transaction information to third parties is strictly prohibited by the Rules. Unless Merchant obtains consents from Bank, and each applicable Association, issuing bank and Cardholder, Merchant must not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Transaction (including without limitation, the names, addresses and Card account numbers of Cardholders, copies of imprinted sales drafts and/or credit records, mailing lists, tapes or other media obtained in connection



MAVERICK_FTCCID2423000_00000100 Carson Attachment Z, Page 7 of 22

with a sales draft and/or credit record) except for purposes of authorizing, completing and settling Transactions and resolving any Chargebacks, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. Merchant shall use proper controls for, limit access to, and render unreadable prior to discarding all records containing Cardholder account numbers and Card imprints.

Merchant may not retain or store magnetic stripe data after a Transaction has been authorized. If Merchant stores any electronically captured signature of a Cardholder, Merchant may not reproduce such signature except upon the specific request of Bank. Merchant shall store all media containing Cardholder names, Cardholder account information, and other personal information, as well as Card imprints (such as sales drafts and credit records, auto rental agreements, and carbons) in an area limited to selected personnel and, prior to discarding any such information, destroy it in a manner that renders the data unreadable.

Merchant further warrants and agrees that in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, it will not sell, transfer or disclose any materials that contain Cardholder account numbers, personal information, or Transaction information to third parties, and shall return the information to Bank and provide acceptable proof of destruction to Bank.

22. Taxes

Each party hereto shall report its income and pay its own taxes to any applicable jurisdiction. If either Bank or ISO is required to pay any taxes, interests, fines or penalties owed by Merchant, said amount shall become immediately due and payable by Merchant to Bank or ISO. If excise, sale or use taxes are imposed on Transactions, Merchant shall be responsible for the collection and payment thereof. Merchant shall not add any tax to any Transaction unless Applicable Law expressly provides that Merchant is permitted to impose a tax, and any such tax amount, if so allowed, shall be included in the Transaction amount and not collected separately. Bank or ISO shall be entitled to recover from Merchant any of said taxes paid by it on behalf of Merchant immediately after payment.

23. Limitation of Liability

In addition to all other limitations on the liability of Bank and ISO contained in this Agreement, neither Bank nor ISO shall be liable to Merchant or Merchant's customers or any other person for any of the following:

(a) Any loss or liability resulting from the denial of credit to any person or Merchant's retention of any Card or any attempt to do so;

(b) Any loss caused by a Transaction downgrade resulting from defective or faulty Equipment, even if such Equipment is owned by Bank or ISO;

(c) The unavailability of Services caused by the termination of contracts with computer hardware vendors, processors or installers, whether terminated by Bank, ISO or any other person for any reason; or

(d) Interruption or termination of any Services caused by any reason except for failure of ISO to repair or replace Equipment at Merchant's expense (in which case, any resulting liability shall be for the sole account of ISO). At no time will ISO's liability exceed the amount of fees collected or reasonably expected to be collected from Merchant for this delay period.

NEITHER BANK NOR ISO SHALL BE LIABLE FOR ANY LOST PROFITS, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES TO MERCHANT OR TO ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE SERVICES TO BE PERFORMED BY BANK OR ISO PURSUANT TO THIS AGREEMENT. MERCHANT ACKNOWLEDGES THAT BANK HAS PROVIDED NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY EQUIPMENT AND THAT BANK HAS NO LIABILITY WITH RESPECT TO ANY EQUIPMENT AND THAT BANK HAS NO LIABILITY WITH. RESPECT TO ANY EQUIPMENT BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGRAINIG THE SERVICES IT PROVIDES HEREUNDER. IF THERE ARE ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS RESULTING FROM BANK'S OR ISO'S PERFORMANCE OR ANY FAILURE TO PERFORM, BANK'S AND ISO'S LIABILITY SHALL BE LIMITED TO CORRECTING SUCH ERRORS, IF COMMERCIALLY RESONABLE.

24. Limitation on Damages

In no case shall Merchant be entitled to recover damages from ISO or Bank that exceed the fees retained by Bank and ISO pursuant to this Agreement during the six month period immediately prior to the event giving rise to the claim for damages.

25. Indemnification

Merchant agrees to indemnify and hold Bank and ISO harmless from any and all losses, claims, damages, liabilities and expenses, including attorneys' fees and costs (whether or not an attorney is an employee of Bank or Bank's affiliates, ISO or affiliates of ISO) arising out of any of the following:

(a) Merchant's failure to comply with this Agreement;

(b) Any act or omission of Merchant;

(c) Merchant's failure to comply with any Equipment's user's guide;

(d) Merchant's failure to comply with any Applicable Law;

(e) Any dispute concerning the quality, condition or delivery of any merchandise or the quality of performance of any service;

(f) The fraud or dishonesty of Merchant or Merchant's employees, licensees, successors, agents and/or assigns;

 $(g)\ Merchant's\ selection\ of\ an\ Internet\ service\ provider\ or\ other\ telecommunication\ services\ provider;$

(h) The theft of or damage or destruction to any Equipment; or

(i) Full Recourse Transactions, unauthorized Transactions and prohibited Transactions.

26. Credit Investigation and Bank Anditing

Bank may audit, from time to time, Merchant's compliance with the terms of this Agreement. Merchant shall provide all information requested by Bank to complete Bank's audit. Merchant authorizes parties contacted by Bank to release the credit information requested by Bank, and Merchant agrees to provide a separate authorization for release of credit information, if requested by Bank. Merchant shall deliver to Bank such information as Bank may reasonably request from time to time, including without limitation, financial statements and information pertaining to Merchant's financial condition. Such information shall be true, complete and accurate. Without limiting the generality of the foregoing, Merchant shall provide to Bank and ISO its balance sheet and income statements not less frequently than every three calendar months during the term of this Agreement.

27. Termination of Agreement by Bank and ISO

Bank or ISO may terminate this Agreement upon at least 30 days' prior written notice to the other parties. In addition, Bank may terminate this Agreement immediately upon written notice to Merchant upon the occurrence of any of the following (each, an "Event of Default"):

(a) Any information concerning Merchant obtained by Bank is unsatisfactory to Bank, in Bank's sole discretion.

(b) Any act of fraud or dishonesty is committed by Merchant, its employees or agents, or Bank or ISO believes in good faith that Merchant, its employees or agents have committed, are committing or are planning to commit any acts of fraud or misrepresentation.

(c) Chargebacks are excessive, in the opinion of Bank or ISO.

(d) There is a breach of any representation or warranty made by Merchant to Bank or ISO, or Merchant defaults in the performance of any of its obligations under this Agreement.

(e) Merchant files a petition under any bankruptcy or insolvency law.

(f) Bank or ISO determines that the continuation of this Agreement may create harm or the

loss of goodwill to Bank or any Association. (g) Merchant fails to maintain sufficient funds in the Operating Account to cover the amounts due to Bank or ISO hereunder.

(h) Merchant's percentage of error Transactions or retrieval requests is excessive in the opinion of Bank or ISO.

(i) Any insurance policy obtained by Bank, ISO or Merchant relating to Transactions and/or Chargebacks is cancelled or terminated for any reason.

(j) Merchant fails to provide financial statements suitable to Bank on request.

(k) ISO does not or cannot perform its duties under this Agreement and Bank determines that it is not feasible to provide the Services contemplated by this Agreement to Merchant. Bank is not obligated to provide replacement Services if ISO does not or cannot perform.

(1) Any Association requests or demands that this Agreement be terminated. Bank or ISO may selectively terminate one or more of Merchant's approved locations without terminating this entire Agreement.

In the event of termination, all obligations of Merchant incurred or existing under this Agreement prior to termination shall survive the termination. Merchant's obligations with respect to any Transaction shall be deemed incurred and existing on the date of such Transaction. In the event Bank terminates this Agreement following any Event of Default, Merchant:

(i) agrees that Bank may place Merchant on each Association's "Terminated Merchant File" (or any other list or file serving a similar purpose); and

(ii) agrees to indemnify and hold Bank and ISO harmless from and against any and all costs, expenses and liabilities incurred by Bank and/ or ISO in connection with or arising out of such Event of Default.

28. Termination of Agreement by Merchant

Merchant may terminate this Agreement upon at least 30 days' prior written notice to the other parties if Bank amends Schedule A pursuant to Section 31 to increase the rates, fees or charges Merchant pays hereunder, except for fees or rates that result from a pass through from an Association.

29. Setoff

In addition to any other legal or equitable remedy available to it in accordance with this Agreement or by law, Bank and ISO may set off any amounts due to it against any property of Merchant in its possession or under its control.

30. Web Processing

Merchant shall disclose to Bank and ISO all URLs for which merchant processes transactions or otherwise accepts payments at the time of executing this agreement, upon agreement, upon request, and before processing through any URL not previously disclosed. If Merchant processes through an unapproved URL or URLs, it may result in termination and/or funds being held with or without notice to merchant.

31. Amendments to this Agreement

From time to time Bank may amend this Agreement as follows:

(a) Bank may amend or delete Cards or Services listed in Schedule A by notifying Merchant in writing of any such amendment. All provisions of this Agreement shall apply to Cards or Services added to this Agreement. Bank shall notify Merchant of the fees to be charged for processing the additional Cards and Services. Acceptance by Merchant of a new approved Card as payment for a Transaction or use of a new Service after Bank has sent Merchant notice of an amendment shall constitute Merchant's agreement to the amendment and the fees or charges related to these additions.

(b) From time to time, Bank may change all rates, fees and charges set forth on Schedule A. Bank will provide written notice to Merchant of all such amendments. Bank may change the rates, fees and charges without prior written notice if Merchant's sales volume or average Transaction amount does not meet Merchant's projections contained in the Merchant Application form to which this Agreement is attached or if the risk factors associated with processing Transactions increase. If notice is required, Bank will give written notice on the Merchant Statement. All new rates, fees and charges will become effective for the month immediately following the month in which the notice appeared on the Merchant Statement unless Merchant terminates this Agreement in accordance with Section 28.



MAVERICK_FTCCID2423000_00000101 Carson Attachment Z, Page 8 of 22 (c) Bank may amend this Agreement in any manner other than as described in Section 31(a) or 31(b) above simply by providing written notice of such amendment to Merchant, and such amendment shall become effective on the latter of: (i) the date on which such written notice is received by Merchant; or (ii) a date specified by Bank in such written notice.

32. Assignment

This Agreement may not be assigned by Merchant without the prior written consent of Bank. Bank may assign this Agreement without limitation. Assignment of this Agreement by Bank shall relieve Bank of any further obligations under this Agreement.

33. Financial Accommodations.

Bank, ISO and Merchant intend this Agreement to be construed as a contract to extend financial accommodations for the benefit of Merchant.

34. Waiver

To the extent that Merchant becomes a debtor under any chapter of title 11 of the United States Code and such event does not result in the termination of this Agreement, Merchant hereby unconditionally and absolutely waives any right or ability that Merchant may otherwise have had to oppose, defend against or otherwise challenge any motion filed by Bank for relief from the automatic stay of 11 U.S.C. § 362(a) to enforce any of Bank's rights or claims under this Agreement.

35. Cooperation

In their dealings with one another, each party agrees to act reasonably and in good faith and to fully cooperate with each other in order to facilitate and accomplish the transactions contemplated hereby.

36. Entire Agreement

This Agreement, together with the Schedules attached hereto, supersedes any other agreement, whether written or oral, that may have been made or entered into by any party (or by any officer or officers of any party) relating to the matters covered herein and constitutes the entire agreement of the parties hereto.

37. Severability

If any provisions of this Agreement shall be held, or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular situation, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections herein contained shall not affect the remaining portions of this Aqreement or any part hereof.

38. Notices

Except for notices provided by Bank to Merchant on the Merchant Statement, all notices, requests, demands or other instruments which may or are required to be given by any party hereunder shall be in writing and each shall be deemed to have been properly given when:

(i) served personally on an officer of the party to whom such notice is to be given

(ii) upon

expiration of a period of three (3) business days from and after the date of mailing thereof when mailed postage prepaid by registered or certified mail, requesting return receipt, or

 $(\ensuremath{\text{iii}})$ upon delivery by a nationally recognized overnight delivery service, addressed as follows:

If to BANK: Esquire Bank

BANK ADDRESS: 100 Jericho Quadrangle, Ste 100, Jericho, NY 11753

If to ISO: Attn: President

Maverick BankCard, Inc.

26520 Agoura Road 1st Floor, CA 91302

If to MERCHANT:

Address listed on the application to which this Agreement is attached.

Any party may change the address to which subsequent notices are to be sent by notice to the others given as aforesaid.

39. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to internal principles of conflict of laws, and federal law.

40. Captions

Captions in this Agreement are for convenience of reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Agreement.

41. No Waiver

Any delay, waiver or omission by Bank to exercise any right or power arising from any breach or default of the other party in any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver of any subsequent breach or default of the same or any other terms, provisions or covenants on the part of the other party. All remedies afforded by this Agreement for a breach hereof shall be cumulative.

42. Force Majeure

The parties shall be excused from performing any of their respective obligations under this Agreement which are prevented or delayed by any occurrence not within their respective control including but not limited to strikes or other labor matters, destruction of or damage to any building, natural disasters, accidents, riots or any regulation, rule, law, ordinance or order of any federal, state or local government authority.

43. Cooperation

Merchant covenants and agrees that, if it is undergoing forensic investigation at the time this Agreement is signed, Merchant will fully cooperate with the investigation until it is completed.

44. Limited Acceptance

Visa Rules allow Merchant to become a Limited Acceptance Merchant as part of its use of Bank's Services. A "Limited Acceptance Merchant," as defined by Visa, is a merchant that accepts either, but not both, of the following:

Visa Credit and Business Category Cards

Visa Debit Category Cards

Merchant has elected to become a Limited Acceptance Merchant by choosing to accept ONLY (please mark the applicable card category below):

Visa Credit and Business Category Cards

Visa Debit Category Cards

Merchant's failure to select one of the Limited Acceptance Categories above means that Merchant has elected to accept BOTH Visa Credit and Business Category Cards and Visa Debit Category Cards

If Merchant elects to be a Limited Acceptance Merchant, Merchant must properly display the Visa-approved signage that represents the Limited Acceptance Category that Merchant has selected above.

45. Special Merchant Categories

(a) If Merchant is a Health Care Merchant (as defined by the Visa Core Rules and Visa Product and Service Rules (the "Visa Core Rules")), Merchant acknowledges that it must comply with the provisions of Section 5.9.12 of the Visa Core Rules.

(b) If Merchant is a T&E Merchant (as defined by the Visa Core Rules), Merchant acknowledges that it must comply with all of the provisions of the Visa Core Rules relating to T&E Merchants, including Sections 5.9.6, 5.10.4.1, 7.3.12, and 11.1.3.2. Merchant further agrees that, if it is an International Airline Program Merchant (as defined by the Visa Core Rules), the terms of the attached International Airline Program Merchant Addendum apply.

(c) If Merchant receives BIN Information, Merchant agrees that the terms of the attached Merchant Receiving BIN Information Addendum apply.

(d) If Merchant is an Electronic Commerce Merchant (as defined by the Visa Core Rules and Visa Product and Service Rules (2014)—the "VCR"), the following terms apply (references following each requirement indicate whether the requirement is located in the VCR or the Visa Acquirer Risk Program Standards Guide (2010) (VPSG); capitalized terms that are not otherwise defined in this Agreement are used as defined in the VCR):

i. Merchant must display its consumer data privacy policy on its website. (VPSG)

ii. Merchant must display the security method it uses for the transmission of payment data on its website. $\left(VPSG \right)$

iii. Merchant must offer Cardholders a secure transaction method and a data protection method, such as Secure Sockets Layer (SSL), 3-D Secure and/or Verified by Visa. (VPSG; VCR Section 1.5.6.2)

iv. For Non-Secure Transactions and Non-Authenticated Security Transactions, Merchant must attempt to obtain a Visa Card expiration date and submit it as part of the Authorization Request. (VCR Section 5.8.4.1)

v. Merchant's website must contain all of the following:

(A) Customer service contact, including email address or telephone number.

(B) The address, including the country, of Merchant's permanent establishment, either:

(1) On the same screen view as the checkout screen used to present the final Transaction amount; or

 $\left(2\right)$ Within the sequence of web pages the Cardholder accesses during the checkout process.

(C) Policy for delivery of multiple shipments.

(D) Security capabilities and policy for transmission of payment card details.

(E) In addition, on an Online Gambling Merchant's homepage or payment page, all of the following:

(1) The statement "Internet gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your payment card to complete this transaction";

(2) A statement of the Cardholder's responsibility to know the laws concerning online gambling in the Cardholder's country;

(3) A statement prohibiting the participation of minors;

 $\left(4\right)$ A complete description of the rules of play, cancellation policies, and pay-out policies;

(5) A statement recommending that the Cardholder retain a copy of Transaction records and Merchant policies and rules; and

(6) An Acquirer numeric identifier specified by Visa. (VCR Section 5.9.3.1)

vi. Merchant must not display the full Account Number to the Cardholder online. (VCR Section 5.9.3.2)

vii. If Merchant is a Verified by Visa Merchant, Merchant acknowledges that its Electronic Commerce Transactions are not eligible for Chargeback protection from Chargeback reason codes 75 (Transaction Not Recognized) and 83 (Eraud-Card-Absent Environment) if either:

(A) The Merchant is classified with one of the following MCCs:

(1) MCC 4829 (Wire Transfer Money Orders);

(2) MCC 5967 (Direct Marketing - Inbound Teleservices Merchant);

(3) MCC 6051 (Non-Einancial Institutions - Foreign Currency, Money Orders [not Wire Transfer], Travelers' Cheques); or

(4) MCC 7995 (Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks); or

(B) Merchant has been identified in the Merchant Chargeback Monitoring Program or Risk Identification Service Online. Merchant remains ineligible while it is in either program, and for an additional 4 months after exiting the program. This condition also applies if Merchant enabled Verified by Visa while identified in either program. (VCR Section 5.9.3.5)



MAVERICK_FTCCID2423000_00000102 Carson Attachment Z, Page 9 of 22

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 104 of 189 Page 322 of 407

viii. Merchant must include the following in its transaction receipts:

(A) Customer service contact;

(B) Merchant country; and

(C) Conditions of sale, including return and cancellation policy. (VCR Section 5.10.3.3)

ix. In an Authorization Request, Merchant must not transmit Authentication Data specific to one Transaction with another Transaction, except when either:

(A) 2 Transactions are related due to delayed delivery; or

(B) All items of an order cannot be shipped at the same time. (VCR Section 10.15.3.2)

(e) If Merchant limits its acceptance of returned merchandise or is an Electronic Commerce Merchant, Merchant must ensure that its return policies are clearly indicated to a Cardholder on the Transaction Receipt or on Merchant's website, as follows (VCR Section 5.4.2.4):

Location	Required Disclosure	To be used for the following Merchant Policies
Transaction Receipt (all copies, near	"No Refund" "No Exchanges" "All Sales Final"	Merchant does not: • Accept merchandise as a return or exchange • Issue a refund to a Cardholder
the Cardholder signature area or in	"Exchange Only"	Merchant accepts merchandise in exchange for merchandise of equal value to the original Transaction amount
an area easily seen by the Cardholder)	"In-Store Credit Only"	Merchant accepts merchandise in exchange for an in-store credit document that both: • Equals the value of the returned merchandise • Must be used at the Merchant location
Website (on checkout screen or in sequence of web pages before final checkout)	"Click to accept" or other acknowledgement button or checkbox	All return/refund policies and other purchase terms and conditions

46. Participation in the American Express OptBlue® Program

By checking the "Accept" checkbox next to AMERICAN EXPRESS OptBlue® on the Merchant application, Merchant has elected to participate in the American Express OptBlue program ("American Express Card Acceptance"). The following terms and conditions apply to Merchant's participation in American Express Card Acceptance. In the event of conflict between this Section 46 and the Agreement, this Section shall control with respect to American Express Card Acceptance.

(a) The definition of "Association(s)" is changed to read as follows, with respect to OptBlue: "Association" means American Express Travel Related Services Company, Inc. ("American Express").

(b) The definition of ${\rm ``Card(s)''}$ is changed to read as follows, with respect to OptBlue:

"Card (s)" means an American Express credit card, debit card (or other similar card that requires a PIN for identification purposes), or pre-paid, stored-value or gift card.

(c) The definition of "Issuer" is changed to read as follows, with respect to OptBlue:

"Issuer" means American Express or a member of an Association that enters into a contractual relationship with a Cardholder for the issuance of one or more Cards.

(d) Merchant authorizes Bank and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express on behalf of Merchant.

(e) Merchant agrees that Bank may disclose to American Express information regarding Merchant and Transactions to American Express, and that American Express may use such information:

(i) to perform its responsibilities in connection with American Express Card

Acceptance;

(ii) to promote American Express;

(iii) to perform analytics and create reports; and

(iv) for any other lawful business purposes, including commercial marketing communications purposes within the parameters of American Express Card Acceptance, and important transactional or relationship communications from American Express. American Express may use the information about Merchant obtained in this Agreement at the time of setup to screen and/or monitor Merchant in connection with American Express marketing and administrative purposes. Merchant agrees it may receive messages from American Express, including important information about American Express products, services, and resources available to its business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers of Merchant. Merchant may be contacted at its wireless telephone number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. Merchant agrees that it may be sent fax communications.

(f) Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO; however, Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express

(g) Merchant acknowledges that it may be converted from American Express Card Acceptance to a direct relationship with American Express if and when its American Express-related Transaction volumes exceed the eligibility thresholds for American Express Card Acceptance. If this occurs, upon such conversion:

(i) Merchant will be bound by American Express's then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.

(h) Merchant will not assign to any third party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at its business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express-related Transaction receivables to Bank, its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Bank prohibits Merchant from selling or assigning future American Express-related Transaction receivables to any third party.

(i) Notwithstanding anything in this Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card Acceptance to enforce such terms against Merchant.

(j) By contacting Bank or ISO Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept other Cards.

(k) Bank and ISO have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant:

(i) if Merchant breaches any of the provisions of this Section 46 or any other terms of this Agreement applicable to American Express Card Acceptance, including, but not limited to, the American Express Merchant Operating Guide; or

(ii) for cause or fraudulent or other activity, or upon American Express's request. In the event Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately cease all use of and remove all American Express branding and marks from Merchant's website and wherever else they are displayed.

(I) Merchant's refund policies for American Express-related Transactions must be at least as favorable as its refund policy for purchase with any other Card, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Applicable Law. Merchant may not bill or attempt to collect from any cardholder for any American Express-related Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.

(m) Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by this Agreement, the MOG (defined below), or Applicable Law) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under this Agreement.

(n) Merchant or American Express may elect to resolve any claim against each other, or against Bank or ISO with respect to American Express-related Transactions, by individual, binding arbitration, decided by a neutral arbitrator, in accordance with the MOG.

(o) Merchant will comply in full with American Express's Merchant Operating Guide ("MOG") (as the same may be amended from time to time). The current MOG can be found at <u>www.americanexpress.com/merchantopguide</u>. The term "Rules" shall be deemed to include the MOG.

(p) American Express has the right to modify the terms of this Section 46 and any other provisions of this Agreement that relate to American Express Card Acceptance, and to terminate Merchant's acceptance of American Express-related Transactions and to require an investigation of Merchant's activities with respect to American Express related transactions.

(q) A copy of the American Express Data Security Requirements ("DSR") can be obtained online at www.americanexpress.com/dsr . Merchant shall abide by and fully comply with DSR and Payment Card Industry Data Security Standard (PCI DSS).

(r) Merchant acknowledges and agrees that

(i) Merchant will ensure data quality and that Transaction Data and customer information is processed promptly, accurately, and completely, and complies with the American Express Technical Specifications,

(ii) Merchant must report all instances of a Data Incident immediately to Bank or ISO after discovery of an incident, and

(iii) Merchant is responsible for being aware of and adhering to privacy and data protection laws and providing specific and adequate disclosures to Cardmembers of collection use and processing of personal data.

(s) All capitalized terms not defined in this Section 46 shall be as defined by American Express, whether in the MOG, American Express Operating Regulations, DSR, American Express Technical Specifications, or other American Express materials.

47. Participation in PayPal In-Store Checkout

Unless Merchant otherwise specifically indicates to Bank that Merchant does not wish to accept any PayPal Payment Method as a method of payment for goods services at Merchant's point(s) of sale, the following terms and provisions will apply. If Merchant elects American Express Card Acceptance and does opt out of the application of this Section 47, the application of Section 46 and this Section 47 will be deemed to be cumulative and not in the alternative.

(a) Merchant acknowledges and agrees that all of its actions associated with the acceptance by Merchant of a PayPal Method as the method of payment for goods or services at a point of sale, and in connection with processing any sale, credit, chargeback, representment, reversal or correction or settlement activity associated with any such transaction is subject to the terms and conditions of the Program Documents, as that term is defined in the PayPal Operating Regulations for In Store Checkout (as the same may be amended or replaced from time to time, the "PayPal Operating Regulations"). Merchant will comply in full, at all times, will all relevant provisions of the Program Documents, a copy of which Merchant acknowledges and agrees it has received and reviewed. Capitalized and italicized terms used in this Section 47 that are not otherwise defined are used as defined in the PayPal Operating Regulations.

(b) The definition of "Card(s)", as used throughout this Agreement, is changed to read as follows:

"Card(s)" means any of the following:

 (i) a Visa, MasterCard or Discover credit card, debit card (or other similar card that requires a PIN for identification purposes), or pre-paid, stored-value or gift card; and
 (ii) any PavPal Pavment Method.

(c) The definition of "Issuer", as used throughout this Agreement, is changed to read as follows:



MAVERICK_FTCCID2423000_00000103 Carson Attachment Z, Page 10 of 22

"Issuer" means a member of an Association that enters into a contractual relationship with a Cardholder for the issuance of one or more Cards and PayPal, Inc. ("PayPal"), in connection with any PayPal Payment Method.

(d) Merchant will comply in full with the Program Documents in connection with all of its activities associated with PayPal Acceptance and associated Transaction processing and Settlement of Transactions.

(e) Merchant acknowledges and agrees that Acquirer may disclose Transaction Data and Merchant information to PayPal, regulatory authorities and other entities to which PayPal is required to provide such information for the purposes deemed necessary and related to performing Transactions or to comply with Applicable Law, including, by way of example and without limitation:

(i) Detailed information about the Transactions conducted by Merchant, including Transaction Data required by the Program Documents, to be delivered to PayPal in connection with Authorization Requests, Transaction Data, and Dispute responses;

(ii) Merchant information and detail about the transactions accepted by Merchant, including the Merchant Category Code assigned by Bank to Merchant;

 (iii) Collective and detailed information about Merchant's Transactions, Disputes and other information reasonably required by PayPal during any investigation of Merchant;

(iv) Information regarding the aggregate number, type, and kind of Transactions accepted by Merchant, in the Authorized Jurisdiction; and

 (ν) Business and registration information provided by Merchant and/or its principals in connection with any application submitted by Merchant to Bank.

(f) Merchant acknowledges and agrees that each of the following is strictly and expressly prohibited:

(i) Any use, storage, or disclosure by Merchant of PayPal's confidential information, any PayPal Account Holder Data or Transaction Data, other than as necessary to complete a Transaction.

(ii) The retention or storage of PayPal Account Numbers, Track Data or Transaction Data.

(iii) Any use of any PayPal Account Holder's personal information for marketing and/or other purposes without explicit consent from the PayPal Account Holder.

(g) Bank may terminate Merchant's PayPal Acceptance and/or this Agreement for any of the reasons set forth in the PayPal Operating Regulations or for any violation by Merchant of the terms that Bank is required to enforce against Merchant in the PayPal Operating Regulations. PayPal may directly contact Merchant if Merchant is terminated by Bank for any reason, including investigating compliance by Merchant with the Security Requirements set forth in Section 13 of the PayPal Operating Regulations.

(h) "PayPal Marks" mean the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. The PayPal Marks are described in Appendix A of the PayPal Operating Regulations. Merchant may use the PayPal Marks only to promote PayPal products, offers, services, processing and/or acceptance. Merchant use of the PayPal Marks is restricted to the display of decals, signage, advertising, and marketing materials provided or approved by PayPal in writing pursuant to the process set forth in the PayPal Marks is restricted to believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

48. Bank

Bank and ISO may jointly or individually assert or exercise any rights or remedies provided to the other or to Servicer hereunder. Bank and ISO reserve the right to allocate the duties and obligations assigned hereunder to Servicer, ISO, or Bank between themselves, as they deem appropriate in their sole discretion. Bank has certain obligations to Merchant pursuant to the Rules. In the event of any conflict between this Agreement and the Rules on the subject of Bank's obligations, the Rules shall control. The Bank may delegate certain or all of its rights and/or duties to an affiliate of the Bank at any time, without notice to Merchant. The Bank may assign its rights and obligations to another party at any time without prior notice to Merchant.





maverick

Certificate Of Completion

Boarding Application Document Name: Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signer Events	Signature	Timestamp
Douglas Goodman Doug@Start-Connecting.com	Orafler Yesselwar	Signed: Feb 4, 2020 16:01:33
Security Level: Email, Account Authentication (NONE)	This was eSigned.	
Social Security Number: Validated		

Signer agreed and accepted Terms of Use, Electronic Signature Policy, and Merchant Agreement

IP Information

Using IP: 47.195.4.8 Using Agent: Mozilla/5.0 (Windows 10.0; Win64; x64) AppleWebKit/537 (KHTML, like Gecko) Chrome/79.0.3945.88 Safari/537.36 Country: United States State: Florida City: Sarasota 90%	.36 Has Public Proxy: No Has Hosting Provider: No	Publix Super Market at Sarasota Pavilion
Postal: 34231 20% Signer Events	Signature	Timestamp
Luisa Rojas	Luisa Rajas	Signed: Feb 5, 2020 03:14:18
Security Level: Email, Account Authentication (NONE)	This was eSigned.	

Authentication (NONE)

Social Security Number: Validated

Signer agreed and accepted Terms of Use, Electronic Signature Policy, and Merchant Agreement

IP Information

Using IP: 2601:240:c800:74d0:e115:e9b:288:1e5 Has Anonymous Vpn: No b Using Agent: Mozilla/5.0 (Macintosh; Has Hosting Provider: No Intel Mac OS X 10 10 5) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/79.0.3945.88 Safari/537.36

Has Anonymous: No Has Public Proxy: No Has Tor Exit Node: No ISP: Comcast Cable Time Zone: America/Chicago City Lat/Lon: 41.8183 | -87.6095





MAVERICK_FTCCID2423000_00000105 Carson Attachment Z, Page 12 of 22

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 107 of 189 Page 128 Page 325 of 407

Country: United States State: Illinois City: Chicago | 99% Postal: 60653 | 30%



MAVERICK_FTCCID2423000_00000106 Carson Attachment Z, Page 13 of 22

maverick

(800) 464-9777 (p) (888) 772-9106 (f) v.1.3

DOCUMENT PREPARATION AND RELATED SERVICES MERCHANT AGREEMENT ADDENDUM

This Checklist is an Addendum ("Addendum") to the Merchant Agreement ("Agreement") dated Feb 5, 2020, between Start Connecting LLC, (the "Merchant") and Maverick Bankcard, Inc ("MBI") and Bank/ODFI as defined in the Merchant and/or ACH Origination Agreement. Nothing in this document shall supersede or in any way modify the Agreement. For any conflict between this Addendum the Agreement or the Terms and Conditions thereto, the Agreement and Terms and Condition shall supersede this Addendum. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Merchant represents and warrants each of the following by signing below:

- Merchant is engaged in the business of providing document preparation products and related services. Merchant will, throughout the term of the Agreement, maintain, all local, state, and federal licenses, registrations, and approvals required to conduct such business in the states where Merchant conducts business and where Merchant's customers reside, and all statements by Merchant regarding the products and services it sells were exhaustive, and all its statements on applications for such licenses, registrations, and approvals were true and that Merchant can and will provide proof of the same to MBI upon request.
- Merchant attests that due to the regulated industry Merchant operates in, they will strictly adhere to applicable regulatory requirements, including without limit that they will abide by all aspects of the Federal Trade Commission (FTC) and Consumer Finance Protection Bureau (CFPB).
- General Advertising Practices. Merchant attests that it will not participate in the identified activities:
 - Send unsolicited emails and/or perform outbound telemarketing
 - Advertise unreasonable or unsubstantiated results/claims
 - Use any unapproved celebrity names in any advertisements (i.e. Oprah, Dr. Oz, Dr. Phil, etc.)
 - Use any news source logos in advertisements (i.e. CNN, Fox News, etc.)
 - Utilize uncorroborated news source websites or any fake testimonials
 - Create any false sense of urgency (i.e. time clock stating stock may run out)
- **Prohibited Billing Practices.** Merchant attests that it will not participate in the identified activities:
 - Bill the cardholder for any product not clearly disclosed on the payment page, confirmation page, and terms & conditions
 - Share cardholder's information with third-parties (for upsell or other purposes) unless clearly disclosed, such as with delivery of the product
 - Fail to honor any request by merchant to stop recurring charges
 - Make its charges confusing or misleading in any form
 - Any "free" trial practices, including any advertisement that the trial is free, risk-free, or similarly indicate zero risk

Maverick BankCard, Inc. 26520 Agoura Road 1st Floor Calabasas, CA 91302





MAVERICK_FTCCID2423000_00000125 Carson Attachment Z, Page 14 of 22

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(800) 464-9777 (p) (888) 772-9106 (f) v.1.3

- **Websites and URLs.** Merchant acknowledges their URL(s) will be monitored for \$5.00 per month per URL and that Merchant must disclose every URL used for processing and/or associated with Merchant.
 - The \$5 fee is charged upon approval of the Agreement, and then each month, until merchant cancels by notifying MBI at support@maverickhq.com.
- Merchant will immediately notify MBI and Bank in writing of any inquiry, investigation, complaint, charge, subpoena, claim, civil investigative demand, request for information, judgment, injunction, restraining order, cease and desist order, any similar judicial, quasi-judicial, administrative, or executive order, or any license or permit revocation or cancellation, by any local, state or federal law enforcement or regulatory agency, entity, or official in connection with or relating to Merchant's business including without limitation any complaints, charges or claims against Merchant by any customers of Merchant or by any local, state or federal official.
- In addition to the indemnity obligations set forth in the Agreement, Merchant will also indemnify and hold MBI and Bank harmless from and against any and all losses, costs, liabilities, damages and expenses (including attorneys' fees and collection costs) resulting from or incurred in connection with any breach of the Agreement including and as modified by this Addendum, and/or resulting from or incurred in connection with any inquiry, investigation, complaint, charge, subpoena, claim, or request for information of or against Merchant, or against or involving MBI or Bank in connection with Merchant, by any local, state or federal law enforcement or regulatory agency in connection with or relating to Merchant's business including without limitation any complaints, charges or claims by any customers of Merchant or by any local, state or federal official.
- Merchant understands that MBI or Bank may terminate the Agreement effective immediately in the event of any breach of this addendum or as otherwise set forth in the Agreement.

By:	
lts	

MAVERICK BANKCARD, INC.

Dates:

MERCHANT: Start Connecting LLC

Signature owner 1:



By: Douglas Goodman

Its: Owner

Its: Feb 5, 2020

This was electronically signed IP: $\bf 47.195.4.8$ Timestamp: Feb 5, 2020 1:18 PM (UTC)

Signature owner 2:

(uia (yai

By: Luisa Rojas

Its: Co-Owner

Its: Feb 5, 2020

This was electronically signed IP: 2601:240:c800:74d0:f186:b6c:429e:d5cd Timestamp: Feb 5, 2020 7:12 PM (UTC)

Maverick BankCard, Inc. 26520 Agoura Road 1st Floor Calabasas, CA 91302





MAVERICK_FTCCID2423000_00000126 Carson Attachment Z, Page 15 of 22

Sample Sales Script

Agent: Thank You for Calling Student Relief this is (Agent Name) how can I assist you?

Agent: Ok let's get started by getting your first and last name?

Agent: Thank you, can we confirm the best number to reach you, and your email as well?

Agent: Well let me start by explaining to you a little bit more about us and how these programs work. The name of our company is USA Student Debt Relief and what we do is collect, process and submit all required documents to the Department of Education on behalf of our clients. We work with Federal Programs based on your income and family size where you have the chance to have a reduction on your loan with income based payments that will be affordable to you.

Agent: Let's go ahead and get started are you currently in school? Are you currently in any type of bankruptcy? So how much do you currently owe on your student loans? , and what is the current status of your loans?

Agent: What we are going to do now is access the FSA (Federal Student Aid) website and pull up your loans, import them into our CRM which is linked with the Department of Education's repayment calculator and give you a quote to see what program you qualify for.

Agent: So before I do so I need to ask you what is your family size? Ok and what is your gross income?, Also the Department of Education requires your current mailing address.

Agent: So let's go ahead and look at your loans through the FSA (Federal Student Aid), what is your date of birth?

Option A: Ask client if he or she has access to the FSA username and password. Log into the FSA and pull up loans

Option B: If client has his/her email and date of birth linked together we can pull up the loans by sending them a 6 digit code through the FSA to reset the password.

Option C: If the date of birth or email are not linked try to use several emails they might have used- since your student loans are not linked to your email or your date of birth we are going to create an FSA ID to pull up your loans. (Get email from client; the one they wish to use and gather social security number).

*Create the FSA account for them and send 6 digit security code- Place client on hold for a few minutes while you do this.

Agent: Come back with loans and explain the IDR program she/he qualify for, and set up payment.

So good news! You qualify for a forgiveness program that is called (paye/repaye/IBR/ICR) for a term of (#of months in the CRM) with first 4 payments of (enrollment fee charged) in the 5th month the payments will drop to only \$9/19 as a monitoring fee

Avoid pushing over 2 weeks for the first payment

Agent: ok, I will schedule the first payment for (next----) and should I setup all the remaining payments 30 days apart from each other?

Agent: we are going to generate the services agreement so let's complete the information required (fill up all the info required in the service agreement), will you be paying with credit card, debit card or checking as well can I confirm if the billing address is the same as the mailing address?

Agent: I will be sending through an electronic signature called Sign Now. You just fallow the steps click in all the highlighter fills to enter your full name, initials and dates. There are 10pages were you would need to click on

When contract received start PV

Agent: we will process your payment on the date we agree on, please allow 5 to 10 business days from the first payment for my processor to contact you and update you on the progress of your account and confirm your information

Agent: Congratulations and thank you for your time, if you have any questions or friends that need help with Student loans please don't hesitate to give them my number or call me back, have a nice day

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 112 of 189 PageID 1133 PX19 Page 330 of 407

Maverick PCI DSS COMPLIANCE SAQ Compliance Certificate

Company Name:

USA Student Debt Relief

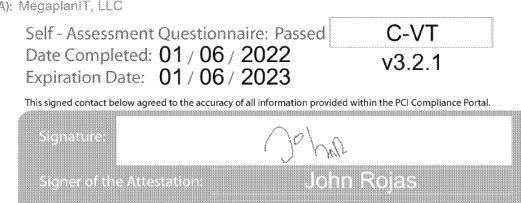
Classification: Level 4 Merchants

Certified Qualified Security Assessor (QSA): MegaplanIT, LLC

ASV (if Scan): SAINT Corporation.

Merchant Number(s):

4886



Signer Title:

To maintain compliance, Merchant has Attested by presentation of this certificate that they have met PCI Compliance of the required Self Assessment Questionnaire (SAQ). Merchant acknowledges that they must remain continually aware of and validate against all additional individual requirements as set forth by the Payment Card Industry Security Standards Council. Information as to the specifics of these additional requirements may be found at www posecuritystandards org. In addition, Merchant must continually identify information regarding any new system that stores, processes, or transmits cardholder data, so that these system(s) can be included in the scope of the validation process. It is vital to recognize that changing how or where Merchant accepts credit cards will effect which validation process is required, therefore these potentially evolving systems have related new validation requirements that must always be managed by the Merchant. This certificate is valid through the expiration date stated above and limited to the extent of Merchant accuracy, and related completion of all steps as required for validation. It is understood that potentially many other steps outside the scope of this certificate are required to meet and maintain compliance. It is the Merchant's sole responsibility to maintain such compliance with the card association's security requirements which is understood may change from time to time. PCI Compliance, LLC makes no representation or warranty as to whether the Merchant's systems are in fact secure from either an internal or external attack or whether cardholder data is at nsk of being compromised. This certificate is for the sole purpose of identifying Attestation of Merchant of their said compliance and is not infended nor can it be used for any other purpose.



CERTIFICATE NUMBER

01202206488601

MAVERICK_FTCCID2423000_00000130 Carson Attachment Z, Page 18 of 22 Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 113 of 189 PageID 1134 PX19 Page 331 of 407

Maverick **PCI DSS COMPLIANCE SAQ** Compliance Certificate

Company Name:

USA Student Debt Relief

Classification: Level 4 Merchants

Certified Qualified Security Assessor (QSA): MegaplanIT, LLC

ASV (if Scan): SAINT Corporation.

Merchant Number(s):

4886

: MegaplanIT, LLC Self - Assessment Questionnaire: Passed C-VT Date Completed: 01 / 11 / 2023 V3.2.1 Expiration Date: 01 / 11 / 2024 V3.2.1 This signed contact below agreed to the accuracy of all information provided within the PCI Compliance Portal. Signature: OMM Signer of the Attestation: John Rojas

Signer Title:

To maintain compliance, Merchant has Attested by presentation of this certificate that they have met PCI Compliance of the required Self Assessment Questionnaire (SAQ). Merchant acknowledges that they must remain continually aware of and validate against all additional individual requirements as set forth by the Payment Card Industry Security Standards Council. Information as to the specifics of these additional requirements may be found at www posecuritystandards org. In addition, Merchant must continually identify information regarding any new system that stores, processes, or transmits cardholder data, so that these system(s) can be included in the scope of the validation process. It is vital to recognize that changing how or where Merchant accepts credit cards will effect which validation process is required, therefore these potentially evolving systems have related new validation requirements that must always be managed by the Merchant. This certificate is valid through the expiration date stated above and limited to the extent of Merchant accuracy, and related completion of all steps as required for validation. It is understood that potentially many other steps outside the scope of this certificate are required to meet and maintain compliance. It is the Merchant's sole responsibility to maintain such compliance with the card association's security requirements which is understood may change from time to time. PCI Compliance, LLC makes no representation or warranty as to whether the Merchant's systems are in fact secure from either an internal or external attack or whether cardholder data is at nsk of being compromised. This certificate is for the sole purpose of identifying Attestation of Merchant of their said compliance and is not infended nor can it be used for any other purpose.



CERTIFICATE NUMBER

01202311488601

MAVERICK_FTCCID2423000_00000133 Carson Attachment Z, Page 19 of 22 Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 114 of 189 PageID 1135 PX19 Page 332 of 407

Maverick PCI DSS COMPLIANCE SAQ Compliance Certificate

CERTIFICATE NUMBER 02202103488601

Company Name:

USA Student Debt Relief

Classification: Level 4 Merchants

Certified Qualified Security Assessor (QSA): MegaplanIT, LLC

ASV (if Scan): SAINT Corporation.

Merchant Number(s):

 Corporation.
 Self - Assessment Questionnaire: Passed
 C-VT

 (s):
 Date Completed: 02 / 03 / 2021
 v3.2.1

 4886
 Expiration Date: 02 / 03 / 2022
 v3.2.1

 This signed contact below agreed to the accuracy of all information provided within the PCI Compliance Portal.

 Signature:

Signer of the Attestation

Signer Title:

To maintain compliance, Merchant has Attested by presentation of this certificate that they have met PCI Compliance of the required Self Assessment Questionnaire (SAQ). Merchant acknowledges that they must remain continually aware of and validate against all additional individual requirements as set forth by the Payment Card Industry Security Standards Council. Information as to the specifics of these additional requirements may be found at www posecuritystandards org. In addition, Merchant must continually identify information regarding any new system that stores, processes, or transmits cardholder data, so that these system(s) can be included in the scope of the validation process. It is vital to recognize that changing how or where Merchant accepts credit cards will effect which validation process is required, therefore these potentially evolving systems have related new validation requirements that must always be managed by the Merchant. This certificate is vaid through the expiration date stated above and limited to the extent of Merchant accuracy, and related completion of all steps as required for validation. It is understood that potentially many other steps outside the scope of this certificate are required to meet and maintain compliance. It is the Merchant's sole responsibility to maintain such compliance with the card association's security requirements which is understood may change from time to time. PCI Compliance, LLC makes no representation or warranty as to whether the Merchant's systems are in fact secure from either an internal or external attack or whether cardholder data is at nsk of being compromised. This certificate is for the sole purpose of identifying Attestation of Merchant of their said compliance and is not intended nor can it be used for any other purpose.



John Rojas

MAVERICK_FTCCID2423000_00000135 Carson Attachment Z, Page 20 of 22 Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 115 of 189 PageID 1136 PX19 Page 333 of 407

Maverick **PCI DSS COMPLIANCE SAQ** Compliance Certificate

CERTIFICATE NUMBER 02202012488601

Company Name:

USA Student Debt Relief

Classification: Level 4 Merchants

Certified Qualified Security Assessor (QSA): MegaplanIT, LLC

ASV (if Scan): SAINT Corporation.

Merchant Number(s):

	20
4886	Exp
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MegaplaniT, LLC			
	lestionnaire: Passed	C-VT	
Date Completed: 02 Expiration Date: 02	* *	v3.2.1	
This signed contact below agreed to	the accuracy of all information provided	within the PCI Compliance Portal.	
Signature:	Deput		
Signer of the Attesta	tion: Johr	Rojas	
Classes 7			

To maintain compliance, Merchant has Atlested by presentation of this certificate that they have met PCI Compliance of the required Self Assessment Questionnaire (SAQ). Merchant acknowledges that they must remain continually aware of and validate against all additional individual requirements as set forth by the Payment Card Industry Security Standards Council. Information as to the specifics of these additional requirements may be found at www poisecuritystandards org. In addition, Merchant must continually identify information regarding any new system that stores, processes, or transmits cardholder data, so that these system(s) can be included in the scope of the validation process. It is vital to recognize that changing how or where Merchant accepts credit cards will effect which validation process is required, therefore these potentially evolving systems have related new validation requirements that must always be managed by the Merchant. This certificate is valid through the expiration date stated above and limited to the extent of Merchant accuracy, and related completion of all steps as required for validation. It is understood that potentially many other steps outside the scope of this certificate are required to meet and maintain compliance. It is the Merchant's sole responsibility to maintain such compliance with the card association's security requirements which is understood may change from time to time. PCI Compliance, LLC makes no representation or warranty as to whether the Merchant's systems are in fact secure from either an internal or external attack or whether cardholder data is at risk of being compromised. This certificate is for the sole purpose of identifying Attestation of Merchant of their said compliance and is not intended nor can it be used for any other purpose.



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0	USA Student Debt Relief (MHJ, 2011DOQ14686) Br. Kij Hokings mr. (Dubles Agen? Ja 13. 2021 IS. Dr. 59. AN 23. Helo.
	The merchant reached out to us to request that \$10,000 of reserve funds be released. Can you grant this request? There would still be a \$200 balance in reserve.
<u>8</u> m	e 🗍 O Ethernal Noter 🐑 🗍 Re-apen Eases, 🗍 🖉 - 💦 🖓 🕹 👘
Respor	ises
Ω	Bob \$ ∰ 0-recux Aug v3. 2023 6 v5.82 AM
	Helo,
	Reserve has been removed and capped at \$25%. No additional funds will be captured or released and you should see within the next few days.
	Trank you.
Ω	Keryn Q : I& Marchans Bagpout: Jus 19. 2013 ± 40.23 PM
	H
	We are able to review for a release every PD days in this case it would be 8/7/2021 from the last request. At that time, please provide recent bank storements for review.
	Trenk yau
Ω	Karvin G Hale Marchand Support Jul to 2021 Hale 22 AM
	Hato.
	We have received your request and assigned it to the appropriate department. The team trill follow up regarding your request shorth;
	Trease your

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 117 of 189 Page 335 of 407

Office

Agent

DocuSign Envelope ID: F9459BAF-FD1B-4D35-B437-873E9236D52E

Cliq

Costa Mesa, CA 92626 1.866.634.3044 www.cliq.com

Merchant Processing Application

PROCESSING PROFILE Credit Card Processing Sales Method: % Swiped + Impinied + 100 % MO(TO + % Internet = 100 % [Indicate Visa, MC, Discover, AMEX Vipes NOT to accept: Visa/MC/Discover \$ 125,00 Average Ticket \$ 125,00 American Express \$ 250,00 American Express \$ 5,000.00 American Express \$ 5,000.00 American Express \$ 250.00 American Express \$ 5,000.00 AMEX Merchants: By checking this box, you opt out of receiving future commercial marketing communications from American Express. Corporate Credit or Debit Pre-arranged Payment and Deposits Web initiated Entry CCD Credit _ CCD Debit PPD Credit _ PPD Credit _ PPD Debit Web Debit Descriptor (Limited to 15 Characters): Authorized Signor (for Changes and Requests): Macharity Average Items / Month # Average Item Amount \$ Average Returns / Month # Requested Max Transaction Count #			and a second second		9 11				
Descriptor (23 Characters) USA Stdn1DebtRif rederit Tax to wurder of Locations (1 Location Address: 1412 Pine Bay Drive CR-Sarasota state FL Zip 34231 Location Address: 1412 Pine Bay Drive CR-Sarasota state FL Zip 34231 Location Piblice B77-871-8116 Location Piblice B70-871-8116 Location Piblice B70-871-8			BUSINESS	S INFORMA	TION ("Merch	nant")			
Location Address: 1412 Pine Bay Drive Logit Address: 1412 Pine Bay Drive City Sarasota State FL Zip 34231 Location Phone: 877-871-6116 Logat Pax: Logat Phone: 877-871-6116 Logat Phone: 870-871-871-6116 Logat Phone: 870-871-871-611 Logat Phone: 870-871-871-611 Logat Phone: 870-871-871-611 Logat Phone: 870-871-871-871-871-871-871-871-871-871-871	DBA (Doing Business As): USA	Student De	bt Relief	Lega	Name:Star	t Con	necting L	LC	
Obly Sarasota State: FL Zie/34231 Obly Sarasota State: FL Zie/34231 Location Phone: 877-871-6116 Location Fax: Legal Phone: 877-871-6116 Legal Fax: Mail To: DIBA is Legal Address: Contact Phone: 877-871-6116 Legal Fax: Contact Mame Douglas Goodman Contact Phone: 941-587-7966 Contact Email(s) DOUG@START-CONNECTING.COM Wetstle Address: USASTUDENTDEBTRELIEF. COM/INDEX.HTML Clastomer Sterice # 877-871-6116 BUSINESS PROFILE DOUG@START-CONNECTING.COM Wetstle Address: USASTUDENTDEBTRELIEF. COM/INDEX.HTML Clastomer Sterice # 877-871-6116 BUSINESS PROFILE DOUG@START-CONNECTING.COM Yee of Ownership: Sole Proprietor Pathenship BLLC Comparison © oovernment Tax Exempt Other. Number of Years in Business 2 Number of Years of Current Ownership 2 Stok Symbol (in Hakey Yaaky) MCC/SIC Code: Name of preprisors VsaMC/Discover Address Jageted throm accepting bankcards? Yes No Take Symbol (in Hakey Yaaky) MCC/SIC Code: Name of preprisor Student Ioans PROCESSING PROFILE Condition Start Phone: Start	Descriptor (23 Characters):US/	A StdntDebt	RIf	Fede	eral Tax ID:			Number	of Locations: 1
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Cliq | Merchant Application | 2900 Bristol Street, Building F | Costa Mesa, CA 92626 | <u>www.Cliq.com</u> | 1.866.634.3044 CLIQ_MERCHANT_APPLICATION_20200120 | Last Revision: 6/19/2019 | Version: 1 T

Page 1 of 4

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 118 of 189 Page 336 of 407

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Date of Birth:	Driver's License #		State	SSN		Home Phone:
Home Address:		City:			State	Zip Code:
2) Name (print):Doris E	Gallon-Goodn	nan	Title: Mana	ger		Equity/Ownership: 20 %
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3) Name (print):			Title:			Equity/Ownership:%
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		Con	ntrolling Persor			
Any ind	ividual with significant manag				CFO, Treasurer, Pro	esident, VP, etc.)
Name (print): DOUGLAS (GOODMAN		Title:OWN	ER		Equity/Ownership: <u>80</u> %
Date of Birth	Driver's License #:		State	SSN		Home Phone
Home Address		City:			State:	Zip Code:
owners of legal entity custor corruption, fraud, and other	mers. Legal entities can be a	bused to dis	guise involveme	nt in terrori	ist financing, mone	information about the beneficial y laundering, tax evasion, entity (i.e., the beneficial owners
	at I have accurately provided owners <u>holding 25% or more</u>					(SSN) and other applicable
Merchant Signature: X	cusigned by: Mas <u>Goodman</u> Ad8399CEFC417	Title: Ov	wner		Date:7,	/26/2021 6:21 AM PDT
	autossa: 1941)	BAN	K INFORMATIC	N		
For Deposits	Account Number	3710	Routing Nur	nber:		

Cliq | Merchant Application | 2900 Bristol Street, Building F | Costa Mesa, CA 92626 | www.Cliq.com | 1.866.634.3044 | CLIQ_MERCHANT_APPLICATION_20200120 | Last Revision: 6/19/2019 | Version: 1

Page 2 of 4

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INTERCHANGE PLUS		ED	-	_		
Includes dues and assessments BASED ON GROSS MasterCard//isa/Discover Credit MasterCard//isa/Discover Debit Other Item Rate \$0.25 1.00 %	MC/V/Disc Debit Qual MC/V/Disc Credit Qual MC/V/Disc Mid-Qual MC/V/Disc Non-Qual	% \$		MC/V/Disc Cred MC/V/Disc Debi	it Qual	ount Non-Quai <u>%</u> % % %
Authorization Fee\$0.30 Electronic AVS\$0.05 Batch Fee\$0.25 Statement Fee\$15.00 PIN Debit Monthly Debit Access Fee \$ <u>NA</u>	OTHER CARD TYPES	NCE FEES FEES (IF APPLICAI % O	\$0.25 \$NA \$35.0 \$15.0 \$LE) ther Item Rate	Wireless T Wireless T 0 Retrieval F 0 Online Report 0 SNA	ransaction Fee	<u>\$NA</u> \$ <u>15.00</u>
EBT Food Stamps Cash Benefits Special Fee Conditions / Notes:	FNS# NA	0	ther Item Rate	\$ NA		
Preferred Discount Method (Final Determination Made by Pass Through All Brand Fees Pa American	ass through Dues and Assessments	61			\$1.00) per transaction) per transaction
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Page 3 of 4

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BANK AND ASSOCIATION DISCLOSURE

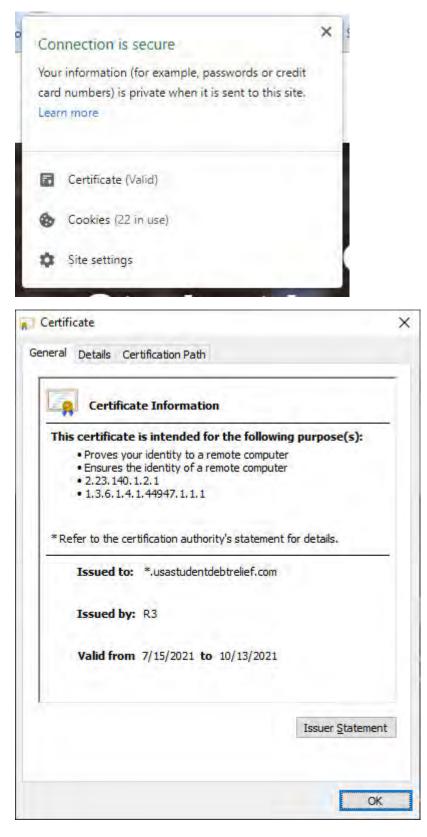
Member Bank Informatio			it F-201, Costa Mesa, CA 92626, www.cliq.co	
	n ("Bank"): Evolve Bank and	Trust, 6070 Poplar Avenue, Memphis, TN 3	8119 901-624-5500	
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	ly entity approved to extend ac ust be a principal (signor) to the	cceptance of VISA products directly to a Mere e Merchant Agreement	chant.	
		on pertinent VISA Operating Regulations wi	th which Merchants must comply.	
		ttlement funds to the Merchant.		
 Bank is responsible Important Merchant Res 		rve that are derived from settlement.		
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Merchant Signature: X	Doudas Goodman.	Title: Owner	Date: 7/26/2021	6:21 AM PDT
	1/ouras_1=000 main.	MERCHANT ACCEPTANCE AND DEC	CLARATIONS	
Indersigned hereby certifi organization submitting thi rylaws (or parthership or or RESOLVED, that the indi SO and Bank (collectively) he Merchant, thereby bin conditions of the Agreement) is ; n conformity with, as appl shall remain in full force at eminates the Agreement; and FUR1 berform such other acts at Term of Merchant Agree of the Merchant, and that any of the information pro- Service, regarding the cre or delete ("Change") any c ubmitted after the effecti o accept any Change, Me o terminate participation i the Merchant Agreement; Merchant Agreement") www.cl or delete ("Change") any c o accept any Change, Me o terminate participation i the Merchant Agreement; Application, and will imme	es that a resolution a substanti s application (the "Merchant"), operating agreement) of the Me vidual who has signed the Merr , "Service Providers") for payma rtner/member of the Merchant ding the Merchant, and the Mere nt from time to time; RESOLVE authorized and directed to certi- icable, the articles and bylaws. In effect until the following com- ; provided, however, the Merch THER RESOLVED, that the ind s may be necessary and proper ment. By signing below the ind all information and documents ided on this Application; (b) to ditworthiness of both that indivi- nation with its affiliates; (3) Ack (a com/bg (version 20190905) to f the provisions in, to or of the re date of any such Change will rchant must cease tendering C n the program, as contemplate and (c) Merchant will submit ca	ially similar to the following was adopted by t at which a quorum was present; and that su erchant; and that such resolutions are now in rchant Agreement set forth below is hereby a nent card processing under the Service Prov t is authorized to negotiate and amend the te rchant shall be responsible for the payment i ED, that the Secretary/General Partner/Mana ity in connection with an application for the A (or operating agreement) of the Merchant are iditions are met. (i) the Merchant notifies Ser hant acknowledges that, in any case, followin tividual who has signed Agreement, as well a er in connection with the Merchant's obligation dividual(s): (1) Certifies that he/she is the Me submitted in connection with this Application o investigate, obtain, and exchange reports a idual and, if different, the Merchant. (c) if this knowledges having retrieved, printed and rea the terms and conditions of which are incorp Ciliq Agreement from time to time, as provid all be subject to the terms and conditions of th Card Items prior to the effective date of such ad by the Merchant Agreement; (b) Merchant ard transactions to Service Providers only in	rship, limited liability partnership or limited lial the Board of Directors (or partners/members ich resolutions are in conformity with the prov in full force and effect and have not been amer ulthorized and directed to prepare, execute, a ider's Merchant Agreement (the "Agreement" erms and conditions of the Agreement on beh of all amounts owing to Service Providers pur ager of the Merchant (whether or not the sam gyreement that the foregoing resolutions and d that the foregoing resolutions and the auth vice Providers to the contrary in writing, and in g termination Merchant will remain obligated as any officer/partner/member of the Merchar ns under the Agreement." Initials of Person Mak wrchant or is authorized to make and execute a are true and complete; (2) Authorizes Servic nd information, including information from the s Application is approved, to update that inforn d a copy of the Service Provider's Merchant orated herein by this reference. Service Prov ed in the Cliq Agreement; (4) Agrees that (a) to e Cliq Agreement; (4) Agrees that (a) a copy on by each card transaction subr accordance with the information provided by ion changes. This Application is subject to ap	as applicable) of the islons of the articles and nded or revoked. and make an application to), and such person, as alf of and in the name of suant to the terms and e person who will or has the provisions thereof are ority contained therein (ii) the Merchant for all amounts due under it is hereby authorized to ing Certification : this application on behalt the application on behalt the Providers: (a) to verify Internal Revenue mation from time to time; Program Agreement (the ders may amend, add to any transactions Merchant does not wish g of Merchant's intention litted to ISO or Bank and
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Ferm of ACH Processing credit entries to the busine written notification from Mi have arisen under the Clic extends to such entries in hereby certifies that the in hereby certifies that the in ead a copy of the ACH Pi eference. The undersigne CEO, etc.), senior execut Any disputes or claims bei greement or the services laims), at the option of ei American Arbitration Asso action or class arbitration a obtained in discovery from court may not be available	iss checking account as indicat erchant of its intent to cancel in Agreement have been paid in said account concerning lease formation provided in this Appli occessing Agreement and all e ad further certifies that he/she is twe or other individual who regu- ween the parties hereto, includ to be provided hereunder (who ther party, shall be resolved ex- ciation ("AAA"). The Parties ag are expressly prohibited. The P each other or from third partie in arbitration.	ed hereby authorizes Cliq, in accordance with ted on the enclosed voided check. This auth n such manner as to afford Cliq reasonable or full, including, without limitation, those oblig e, rental or purchase agreements for software lication is, to the best of his/her knowledge, or whibits thereto. (see www.clig.com/achog ve is an individual holding significant responsibil ularly performs similar functions and able to I have viewe ding their successors, assigns, affiliates, thin tether based on contract, tort, fraud, equitablic cclusively by neutral binding arbitration cond gree to waive the right to bring or participate i arties understand they will not have the righ	It his Application and the Merchant Agreement ority is to remain in full force and effect until (opportunity to act on it; and (b) all obligations ations described in paragraph 7 of this Agree e and/or accompanying equipment. By signin- complete and correct, and acknowledges having sign 1.4) the terms and conditions of which a lity for managing the business listed above, si- bind the company into legal contracts. d the ACH Processing Agreement at www. d party subcontractors, and/or agents, arising re relief, or any other legal theory, including st- in and administered by and under the app in any consolidated or class action and agree tt to a trial by a court or a jury and that the info- n in a lawsuit. In addition, other rights that the 7/26/2021 Date:	proval by Service
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Term of ACH Processing redit entries to the busine written notification from Mi lave arisen under the Clic extends to such entries in lereby certifies that the in ead a copy of the ACH Pi eference. The undersigne CEO, etc.), senior execut My disputes or claims beiling greement or the services claims), at the option of ei umerican Arbitration Asso totion or class arbitration a biblained in discovery from court may not be available Dwner/Officer Signature Dwner/Officer Signature	iss checking account as indicat erchant of its intent to cancel in Agreement have been paid in said account concerning lease formation provided in this Appli occessing Agreement and all ex- d further certifies that he/she is ive or other individual who regu- ween the parties hereto, include to be provided hereunder (whe- ther party, shall be resolved ex- ciation ("AAA"). The Parties ag are expressly prohibited. The P each other or from third parties in arbitration. #1: X Declar General #2: X Constants Magnetic for the second of the second metric for the second of the second of the second metric for the second of the second of the second metric for the second of the second of the second metric for the second of the second of the second of the second metric for the second of the second of the second of the second metric for the second of the second of the second of the second metric for the second of the	ed hereby authorizes Cliq, in accordance with the on the enclosed voided check. This auth in such manner as to afford Cliq reasonable of full, including, without limitation, those oblig e, rental or purchase agreements for software lication is, to the best of his/her knowledge, of whibits thereto. (see www.cliq.com/achoq ve is an individual holding significant responsibil ularly performs similar functions and able to I have viewe ding their successors, assigns, affiliates, thin tether based on contract, fort, fraud, equitabil culsively by neutral binding arbitration condu- gree to waive the right to bring or participate i Parties understand they will not have the right as in arbitration is generally more limited thar Title: Owner Title: Manager PERSONAL GUARANTEE (r) hereby, individually, agree to the terms se	This Application and the Merchant Agreement ority is to remain in full force and effect until (opportunity to act on it; and (b) all obligations ations described in paragraph 7 of this Agree e and/or accompanying equipment. By signin- complete and correct, and acknowledges havi rision 1.4) the terms and conditions of which a lity for managing the business listed above, si bind the company into legal contracts. d the ACH Processing Agreement at www. d party subcontractors, and/or agents, arising e relief, or any other legal theory, including st ucted and administered by and under the app in any consolidated or class action and agree to to a trial by a court or a jury and that the infn in a lawsuit. In addition, other rights that the 7/26/2021 Date: Date: Totate:	proval by Service www.clig.com/pg a) Cliq has received of Merchant to Cliq that ment. This authorization g below, the undersigned ng refrieved, printed and re incorporated herein by uch as a corporate officer cliq.com/achog: cliq.com/
Ferm of ACH Processing redit entries to the busine ritten notification from M have arisen under the Clic extends to such entries in ereby certifies that the in ead a copy of the ACH Pi eference. The undersigne CEO, etc.), senior execut any disputes or claims bei greement or the services laims), at the option of ei umerican Arbitration Asso iction or class arbitration a biblained in discovery from unt may not be available Dwner/Officer Signature Powner/Officer Signature Parsonal Guaranty: The u	ss checking account as indical erchant of its intent to cancel in Agreement have been paid in said account concerning lease formation provided in this Appli occessing Agreement and all ex- d further certifies that he/she is ive or other individual who regu- ween the parties hereto, include to be provided hereunder (whe here party, shall be resolved ex- citation ("AAA"). The Parties ag are expressly prohibited. The P each other or from third parties in arbitration. #1: X The Art Can Jacan Here and Can Arbitration Here and Can Arbitration Here and the Service Providers	ed hereby authorizes Cliq, in accordance with the on the enclosed voided check. This auth in such manner as to afford Cliq reasonable on in full, including, without limitation, those oblig e, rental or purchase agreements for software lication is, to the best of his/her knowledge, or whibits thereto. (see www.cliq.com/achog ve is an individual holding significant responsibil ularly performs similar functions and able to I have viewe ding their successors, assigns, affiliates, thin techer based on contract, tort, fraud, equitable cclusively by neutral binding arbitration cond gree to waive the right to bring or participate Parties understand they will not have the righ es in arbitration is generally more limited thar Title: OWNER DERSONAL GUARANTEE Thereby, individually, agree to the terms se all expenses (including atomey fees and co	This Application and the Merchant Agreement ority is to remain in full force and effect until (opportunity to act on it, and (b) all obligations ations described in paragraph 7 of this Agree e and/or accompanying equipment. By signin- complete and correct, and acknowledges having sign 1.4) the terms and conditions of which a lity for managing the business listed above, si- bind the company into legal contracts. d the ACH Processing Agreement at www. d party subcontractors, and/or agents, arising e relief, or any other legal theory, including st- in to a trial by a court or a jury and that the info- n in a lawsuit. In addition, other rights that the 7/26/2021 Date: Date: Toto in section 2.12 of the Merchant Agreer burt costs) paid or incurred by the Service Pro-	proval by Service www.clig.com/pg th, to initiate debit and a) Cliq has received of Merchant to Clig that ment. This authorization g below, the undersigned ng retrieved, printed and re incorporated herein by uch as a corporate officer clig.com/achpg: by clig.com/achpg: by clig.com/achpg: by clig.com/achpg: by clig.com/achpg: by clig.com/achpg: by clig.com/achpg: by clig.com/achpg: clig.com/achpg: by clig.com/achpg: by clig.com/achpg: clig.com/achpg: by clig.com/achpg:
Ferm of ACH Processing redit entries to the busine viritien notification from Mi nave arisen under the Clic extends to such entries in nereby certifies that the in ead a copy of the ACH Pi eference. The undersigne CEO, etc.), senior execut Any disputes or claims beil greement or the services claims), at the option of ei American Arbitration Asso cition or class arbitration obtained in discovery from court may not be available Dwner/Officer Signature Dwner/Officer Signature	ss checking account as indical erchant of its intent to cancel in Agreement have been paid in said account concerning lease formation provided in this Appli occessing Agreement and all ex- d further certifies that he/she is ive or other individual who regu- ween the parties hereto, include to be provided hereunder (whe here party, shall be resolved ex- citation ("AAA"). The Parties ag are expressly prohibited. The P each other or from third parties in arbitration. #1: X The Article Amplication there are the complete and the second the service Providers g this Guaranty.	ed hereby authorizes Cliq, in accordance with the on the enclosed voided check. This auth in such manner as to afford Cliq reasonable of full, including, without limitation, those oblig e, rental or purchase agreements for software lication is, to the best of his/her knowledge, of whibits thereto. (see www.cliq.com/achoq ve is an individual holding significant responsibil ularly performs similar functions and able to I have viewe ding their successors, assigns, affiliates, thin tether based on contract, fort, fraud, equitabil culsively by neutral binding arbitration condu- gree to waive the right to bring or participate i Parties understand they will not have the right as in arbitration is generally more limited thar Title: Owner Title: Manager PERSONAL GUARANTEE (r) hereby, individually, agree to the terms se	This Application and the Merchant Agreement ority is to remain in full force and effect until (opportunity to act on it; and (b) all obligations ations described in paragraph 7 of this Agree e and/or accompanying equipment. By signin- complete and correct, and acknowledges havi rision 1.4) the terms and conditions of which a lity for managing the business listed above, si bind the company into legal contracts. d the ACH Processing Agreement at www. d party subcontractors, and/or agents, arising e relief, or any other legal theory, including st ucted and administered by and under the app in any consolidated or class action and agree to to a trial by a court or a jury and that the infn in a lawsuit. In addition, other rights that the 7/26/2021 Date: Date: Totate:	proval by Service ww.cliq.com/pg a) Cliq has received of Merchant to Cliq that ment. This authorization g below, the undersigned ng refrieved, printed and re incorporated herein by uch as a corporate officer cliq.com/achpg:

Cliq | Merchant Application | 2900 Bristol Street, Building F | Costa Mesa, CA 92626 | www.Cliq.com | 1.866.634.3044 | CLIQ_MERCHANT_APPLICATION_20200120 | Last Revision: 6/19/2019 | Version: 1

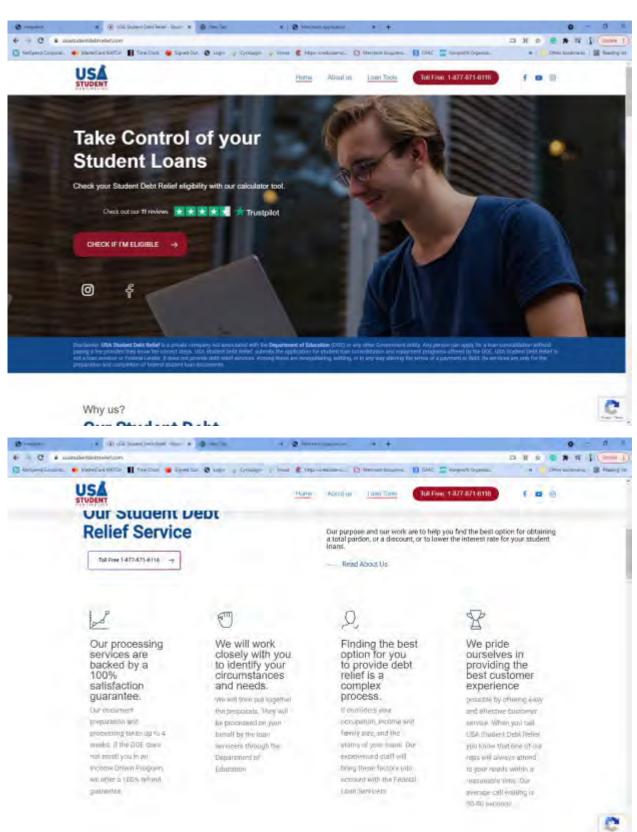
Page 4 of 4

Carson Attachment AA, Page 4 of 22

https://usastudentdebtrelief.com/

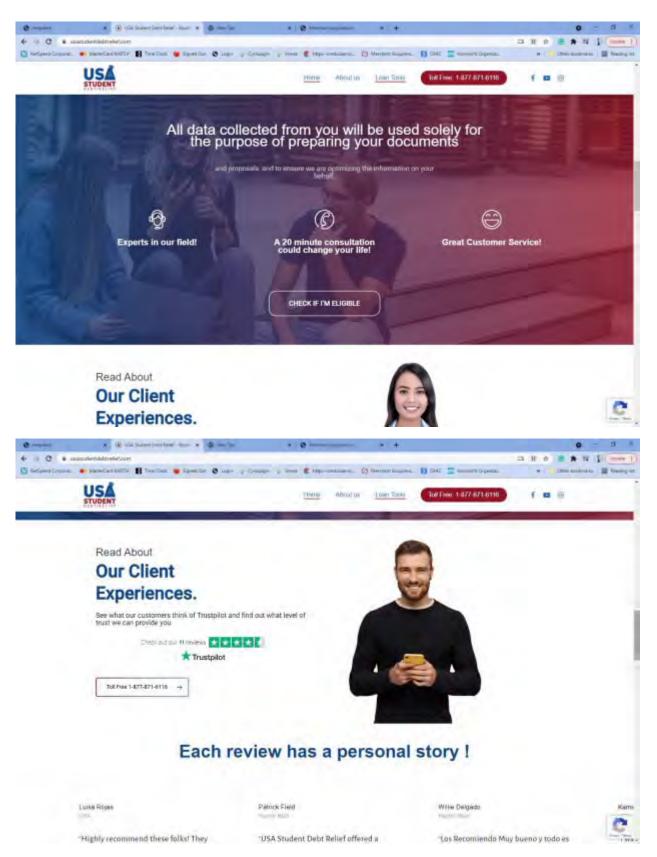


Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 122 of 189 Page 340 of 407

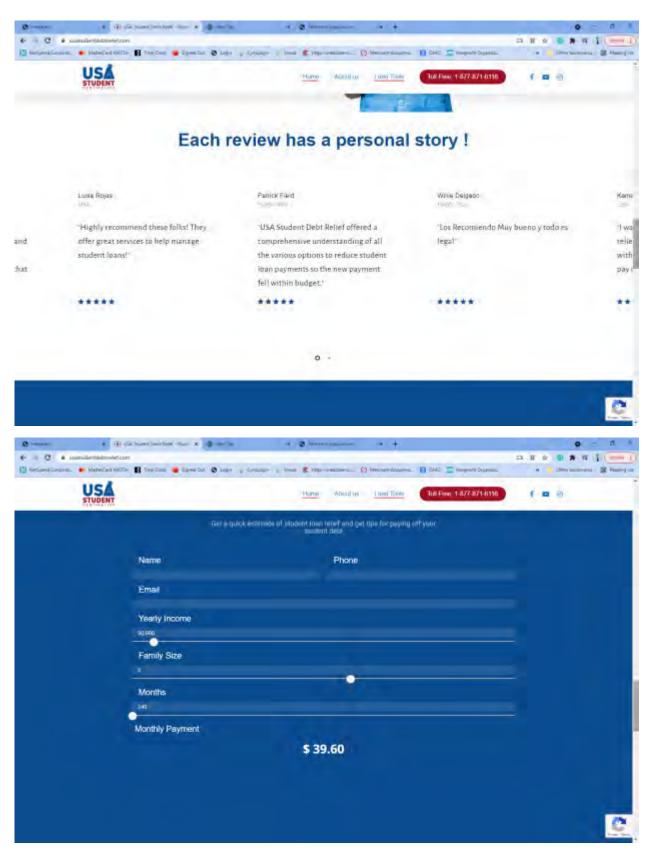


Carson Attachment AA, Page 6 of 22

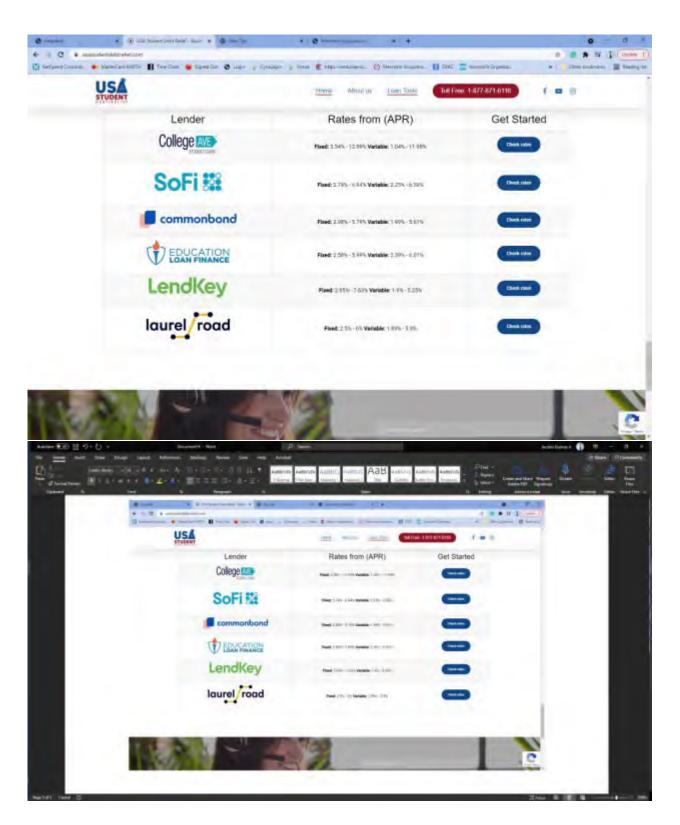
Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 123 of 189 Page 341 of 407



Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 124 of 189 Page 342 of 407

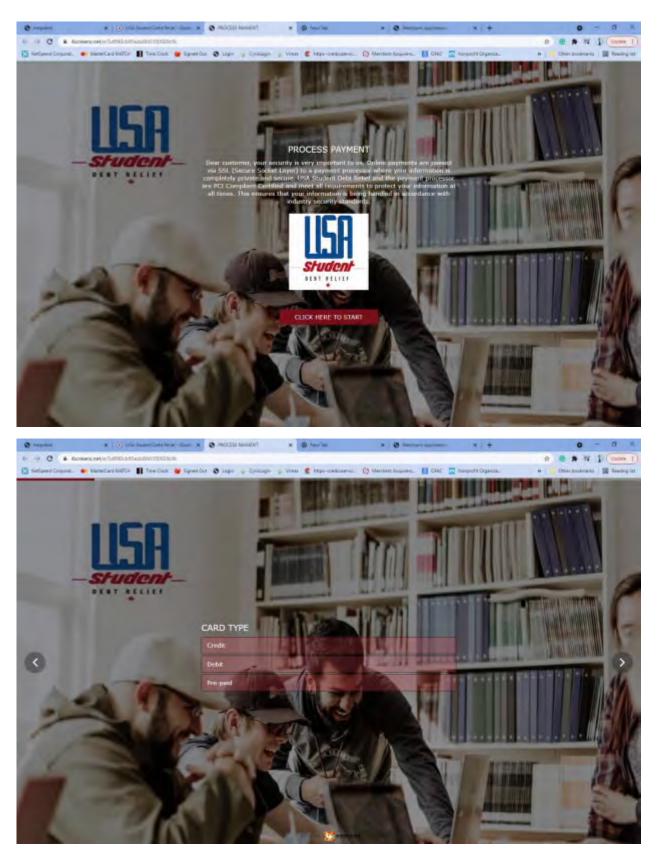


Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 125 of 189 Page 343 of 407



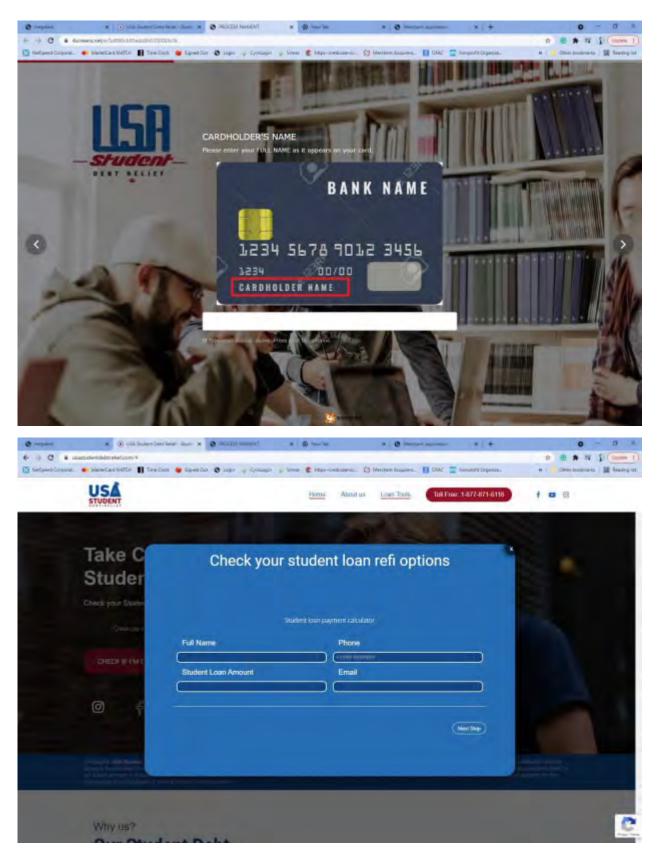
Carson Attachment AA, Page 9 of 22

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 126 of 189 Page 344 of 407 Page 344 of 407

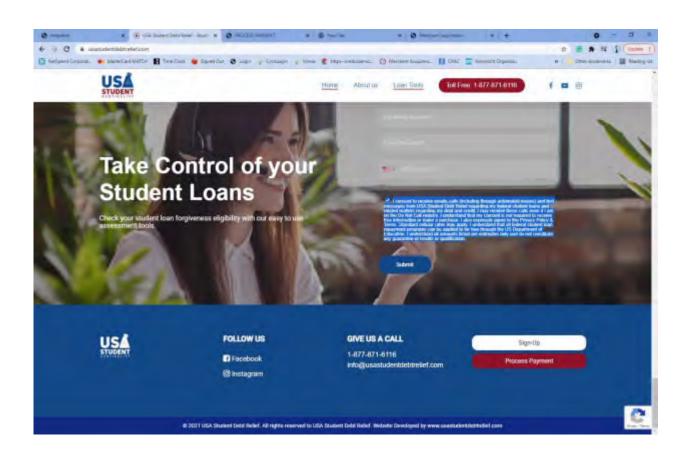


Carson Attachment AA, Page 10 of 22

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 127 of 189 Page 345 of 407



Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 128 of 189 Page 346 of 407 Page 346 of 407



Carson Attachment AA, Page 12 of 22

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 129 of 189 Page 347 of 407 Page 347 of 407

To: Alfonso Delgado[adelgado@cliq.com]; Merchant Support[merchantsupport@cliq.com]

- Cc: 'Doug Goodman'[doug@start-connecting.com]; 'Dan DeFazio'[dan@magnifypayments.com]
- From: johnr@usastudentdebtrelief.com[johnr@usastudentdebtrelief.com]

Sent: Thur 10/28/2021 8:22:38 PM (UTC)

Subject: RE: Access to dashboard to upload disputes

HI Alfonso good afternoon,

Could you please let me know what I need to do in order for the proper documentation to be accepted? I am unaware of what the proper dispute forms are. The dispute was uploaded on PDF with all evidence rendered.

Thank you very much for your guidance.

Screenshot attached:

I.

From: donotreply@elevateqs.com <donotreply@elevateqs.com> Sent: Thursday, October 28, 2021 8:48 AM To: info@usastudentdebtrelief.com Subject: Chargeback documentation for 01461264387

The files you uploaded on 10/27/2021 for dispute 01461264387 have been rejected. The files were rejected because: "No dispute forms attached".

Files:

- 1. CLDEFENSE 08-19-2021 cl Page 1.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 2.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 3.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 4.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 5.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 6.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 7.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 8.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 9.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 10.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 11.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 12.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 13.pdf
- 1. CLDEFENSE 08-19-2021 cl Page 14.pdf



JOHN ROJAS

| General Manager | Phone: (877) 871-6116 Ext. 105 | Direct: (941) 479-9405 | Email: johnr@usastudentdebtrelief.com | www.usastudentdebtrelief.com

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 130 of 189 Page 348 of 407

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From: Alfonso Delgado <adelgado@cliq.com>
Sent: Tuesday, October 26, 2021 5:49 PM
To: johnr@usastudentdebtrelief.com; Merchant Support <merchantsupport@cliq.com>
Cc: 'Doug Goodman' <doug@start-connecting.com>; 'Dan DeFazio' <dan@magnifypayments.com>
Subject: RE: Access to dashboard to upload disputes

Hello John,

Thank you for reaching out. The Elevate access associated with **USA STDNTDEBTRLF** / 9639 is liked to email DOUG@START-CONNECTING.COM

Username is "Dgoodman" an email has been sent to <u>DOUG@START-CONNECTING.COM</u> so you can set up your password and access the chargeback dispute dashboard. Please let me know if you don't receive the email or have any issues logging in. I appreciate your time, Have a great day.



Alfonso Delgado / Merchant Support adelgado@cliq.com / 866.634.3044 ext. 1483

Cliq Office: 866.634.3044 / Fax: 714.862.1124 2900 Bristol Street, Building F Costa Mesa, CA 92626 www.cliq.com

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From: johnr@usastudentdebtrelief.com <johnr@usastudentdebtrelief.com>
Sent: Tuesday, October 26, 2021 2:11 PM
To: Merchant Support <<u>merchantsupport@cliq.com</u>>
Cc: 'Doug Goodman' <<u>doug@start-connecting.com</u>>; 'Dan DeFazio' <<u>dan@magnifypayments.com</u>>
Subject: Access to dashboard to upload disputes

Good afternoon,

I am writing in regards to having access to the dispute dashboard for this MID; Douglas is copied on this email as well and we wish to dispute the 2 chargebacks we have on file but have not been able to log in.

https://portal.elevateqs.com/login.aspx?ReturnUrl=%2fChargebackDashboard%2f

Username: ? Password: ?

Cordially,



JOHN ROJAS

| General Manager | Phone: (877) 871-6116 Ext. 105 | Direct: (941) 479-9405 | Email: johnr@usastudentdebtrelief.com | www.usastudentdebtrelief.com

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Carson Attachment AA, Page 15 of 22

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 132 of 189 Page 153 Page 350 of 407 To: Jeff Whiting[jwhiting@cliq.com] Cc: Wendy Galaviz[wgalaviz@cliq.com]; Darryl Pickett[dpickett@cliq.com]; Shadi Gammoh[sgammoh@cliq.com] From: Doug Goodman[doug@start-connecting.com]

 Sent:
 Tue 8/31/2021 5:21:00 PM (UTC)

 Subject:
 Re:
 9639 - USA StdntDebtRlf

Jeff

I sent your email to our call center general manager so that he can provide an answer to your note.

I will follow up to be sure it is being addressed.

Regards

Doug

On Tue, Aug 31, 2021 at 11:14 AM Jeff Whiting <<u>iwhiting@cliq.com</u>> wrote:

We are following up on our e-mail from yesterday, we are still seeing the same issue with the website.

Please advise when this has been corrected.

Thank you,



Jeff Whiting / Risk jwhiting@cliq.com / 866.634.3044 ext. 1662

Cliq Office: 866.634.3044 / Fax: 714.862.1124 2900 Bristol Street, Building F Costa Mesa, CA 92626 www.clig.com

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From: Jeff Whiting Sent: Monday, August 30, 2021 8:01 AM To: DOUG@START-CONNECTING.COM Cc: Wendy Galaviz <wgalaviz@cliq.com>; Darryl Pickett <dpickett@cliq.com>; Shadi Gammoh <sgammoh@cliq.com> Subject: 9639 - USA StdntDebtRlf

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 133 of 189 Page 351 of 407

We are contacting you as a courtesy regarding a recent credit card transaction(s) processed through your merchant account. At times, the system automatically flags transactions for review as they may fall outside of the normal processing patterns or require further information to proceed with the transaction. We do our best to resolve these without requiring your assistance, however, this instance calls for your support. Please see the details listed below.

We are getting the below error on the website, when attempting to register, could you please review this?

C	heck your studer	nt loan refi opt
	Student Ir	nformation
What college degree 1'st Bachelor degree	or certificate will you be working o	n when you begin the 2021-2
Family Size	This field must be at least 100 characters.	Montlhy Income
4		2,000
Work Information		
Part Time Work		
 Temporaly Work Remotely Work 		
O Full Time Work		
Hourly Work		
← Previous Step		
Submit		

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 134 of 189 Page 352 of 407

Please feel free to contact us if you have any questions.

Thank you,



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Carson Attachment AA, Page 18 of 22

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 135 of 189 Page 353 of 407

 To:
 Jeff Whiting[jwhiting@cliq.com]

 Cc:
 Wendy Galaviz[wgalaviz@cliq.com]; Darryl Pickett[dpickett@cliq.com]; Shadi Gammoh[sgammoh@cliq.com]

 From:
 Davg Gadman[davga@start_compacting_com]

- From: Doug Goodman[doug@start-connecting.com] Sent: Tue 8/31/2021 5:58:31 PM (UTC)
- Subject: Re: 9639 USA StdntDebtRlf

Jeff

Our General Manager, John Rojas, just advised that the technical team should have the issue fully corrected shortly,

He will be passing a screen shot that I will forward to you.

Thanks

Doug

On Tue, Aug 31, 2021 at 11:14 AM Jeff Whiting <<u>iwhiting@cliq.com</u>> wrote:

We are following up on our e-mail from yesterday, we are still seeing the same issue with the website.

Please advise when this has been corrected.

Thank you,



Jeff Whiting / Risk jwhiting@cliq.com / 866.634.3044 ext. 1662

Cliq Office: 866.634.3044 / Fax: 714.862.1124 2900 Bristol Street, Building F Costa Mesa, CA 92626 www.clig.com

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From: Jeff Whiting Sent: Monday, August 30, 2021 8:01 AM To: DOUG@START-CONNECTING.COM Cc: Wendy Galaviz <wgalaviz@cliq.com>; Darryl Pickett <dpickett@cliq.com>; Shadi Gammoh <sgammoh@cliq.com> Subject: 9639 - USA StdntDebtRlf

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 136 of 189 Page 354 of 407 Page 354 of 407

We are contacting you as a courtesy regarding a recent credit card transaction(s) processed through your merchant account. At times, the system automatically flags transactions for review as they may fall outside of the normal processing patterns or require further information to proceed with the transaction. We do our best to resolve these without requiring your assistance, however, this instance calls for your support. Please see the details listed below.

We are getting the below error on the website, when attempting to register, could you please review this?

1'st Bachelor degree Family Size This field must be at least 100 characters.	What college degree or certificate will you be working on when you begin the 2021-20 1'st Bachelor degree Family Size This field must be at least 100 characters. 4 Work Information Part Time Work Temporaly Work Remotely Work Full Time Work	C	heck your stude	nt loan refi opti
1'st Bachelor degree Family Size This field must be at least 100 characters. 4 2,000 Work Information • Part Time Work • Temporaly Work • Remotely Work • Full Time Work	1'st Bachelor degree Family Size 4 4 Work Information • Part Time Work • Temporaly Work • Remotely Work • Full Time Work	What college degree		
4 2,000 Work Information Part Time Work Temporaly Work Remotely Work Full Time Work	4 2,000 Work Information Part Time Work Temporaly Work Remotely Work Full Time Work		or certificate will you be working t	on when you begin the 2021-20
4 Work Information Part Time Work Temporaly Work Remotely Work Full Time Work	4 2,000 Work Information Part Time Work Temporaly Work Remotely Work Full Time Work	Family Size	This field must be at least 100 characters.	Montlhy Income
 Part Time Work Temporaly Work Remotely Work Full Time Work 	 Part Time Work Temporaly Work Remotely Work Full Time Work 	4		2,000
 Temporaly Work Remotely Work Full Time Work 	 Temporaly Work Remotely Work Full Time Work 	Work Information		
Remotely Work Full Time Work	Remotely Work Full Time Work			
O Full Time Work	O Full Time Work			
Hourly Work	Hourly Work	O Full Time Work		
		Hourly Work		
		← Previous Step		
← Previous Step	← Previous Step			
← Previous Step	← Previous Step			
← Previous Step	← Previous Step	Submit		
	← Previous Step			

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 137 of 189 Page 355 of 407

Please feel free to contact us if you have any questions.

Thank you,



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Carson Attachment AA, Page 21 of 22

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 138 of 189 Page 356 of 407

 To:
 Jeff Whiting[jwhiting@cliq.com]; Wendy Galaviz[wgalaviz@cliq.com]; Darryl Pickett[dpickett@cliq.com]; Shadi

 Gammoh[sgammoh@cliq.com]
 Doug Goodman[doug@start-connecting.com]

 From:
 Doug Goodman[doug@start-connecting.com]

 Sent:
 Tue 8/31/2021 6:07:09 PM (UTC)

 Subject:
 Fwd: Photo from Doug Goodman

 IMG-20210831-WA0001.jpg

Jeff

Our General Manager, John Rojas, reported that the issue has been fixed. He sent a photo image. It is attached to this email.

Regards

Doug

Carson Attachment AA, Page 22 of 22

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 139 of 189 Page 357 of 407



MERCHANT APPLICATION



1. SUMMARY OF BUSINESS (Please describe in DETAIL what you do and what you sell including pricing):

They offer doc prep services for student loans

2. MERCHANT BUSINESS INFORMATION

Merchant DBA Name:	USA Student Debt Relief	Merchant Legal Name:	Start Connecting LLC
Office Address:	1412 Pine Bay Drive	Registered Address:	1412 Pine Bay Drive
Office City:	Sarasota	Registered City:	Sarasota
Office State:	FL	Registered State:	FL
Office Zip:	34231	Registered Zip:	34231
Contact First Name:	Douglas	Federal Tax ID:	
Contact Last Name:	Goodman	Date Incorporated:	02/28/2019
Contact Phone:	(877) 871-6116	State of Incorporation:	FL
Contact Email:	Doug@Start-Connecting.com	SIC/MCC Code:	
Ownership Type:	LLC		Gran and the second
Website:	https://usastudentdebtrelief.com	Customer Support #:	(877) 871-6116
	on. Attach voided check for the account you are authorizing Bank to initiate ACI		
Bank Account # / DDA:	4160	Transit Routing #:	1
Principals (Must Equal 51% Or M	ore Ownership)		
Owner 1:			
First Name:	Douglas	Ownership %:	100
Last Name:	Goodman	Phone Number:	
Address:		City:	
State:		Zip:	
Date Of Birth:		Driver's License #:	
SSN:		Driver's License State:	
Owner 2:		2.11.2.1.	
First Name:		Ownership %:	
Last Name:		Phone Number:	
Address:		City:	
State:		Zip:	
Date Of Birth:	1	Driver's License #:	()
SSN:		Driver's License State:	
Do You Currently Accept Credit Cards?	Yes	Total Monthly Processing:	\$ 150,000
Average Ticket Value:	\$ 125	Highest Ticket Value:	\$ 250
Desired Descriptor:	Start Connecting LLC	EBT FNS Number:	
Has Merchant Ever Had Processi	ing Account Terminated?	Yes 🖌 No	Personal Business
Have Merchant or Owners Ever F	iled for Bankruptcy?	🗌 Yes 🖌 No	Personal Business
Credit Card Swiped:	0 %	MOTO/Internet:	100 9
How much Amex do your process each year?	120000.0000	I have an AMEX ESA#:	

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payarc	MERCHANT APPLICATION	B Fresno First BANK
3. BANK DISCLOSURE		
Member Bank Information: Fresno First Bank, 7690 N. Pa Phone: (559) 439-0200	alm Ave., Fresno, CA 93711 Merchant Information: Refer to N	Verchant Application
Important Bank Responsibilities: 1. Fresno First Bank is the only entity approved to extend acc to a Merchant. 2. Fresno First Bank is responsible for educating Merchants of Regulations with which Merchants must comply. 3. Fresno First Bank is responsible for all funds held in reserv- settlement. 4. Fresno First Bank is responsible for and must provide settle 5. Fresno First Bank must be a principal (signer) to the Merch 6. Merchant Agreement does not contain any provision that or responsibility.	1. Ensure compliance with cardhold 2. Review and understand the terms 3. Maintain fraud and chargebacks 4. Compty with all Card Brand's Op- lement funds to the Merchant. hant Agreement	ler data security and storage requirements. s of the Merchant Agreement. below thresholds.
	he Merchant Agreement or the Merchant Marketing and Processing Agreement betw ons of each party and that the Visa Member - Fresno First Bank - is the ultimate aut	
Merchant's Signature: Douglas Goodwan	Date: 1/3/2024	

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 140 of 189 Page 161

Important Information about Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents By executing this Application on behalf of the merchant despited about the merchant application on behalf of the merchant accomplete as of the date of this Application on behalf of the Merchant and to make and provide the acknowledge(s) that. (i) All information contained in this Application on behalf of the Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of the Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the Sponsor Bank ("BANK") and BANK shall rely on the information proval process and in setting the applicable Discount Rate, Approved Average Tickk, and Approved Monthy (c) Vad Volume; (v) BANK is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of the Merchant and each person listed on this Application," (v) BANK will determine all rates, fees and tharges and notify Merchant of the approved fores; (vi) The Merchant has been approved by BANK and a merchant number has been issued to merchant; and (vii) hershe has received, read, and understood, the terms and Conditions set forth at https://www.payarc.com/agreements/bayarc-evolve-terms-and-conditions as they may be amended from time to time (the "Terms and Conditions", and together with the Merchant Applecation, "the Merchant Applecation is being submitted to be bound by the terms of such Mareen

MERCHANT			PAYARC	BANK	
By (Principal #1):	Douglas Goodman	Date: 1/3/2024	Ву:	By:	
Name:	Douglas Goodman	Title: Owner	Date:	Date:	_
By (Principal #2):	<u></u>	Date:	Name:	Name:	
Name:		Title:	Title:	Title:	_

By signing above Merchant further acknowledges that they have read, understand and agree to be bound by the terms of PCI Compliance as described on this site: http://www.visa.com/cisp

5. CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to ISO and Bank the prompt payment and full and complete performance of all obligations of the Merchant identified allowe under the Merchant and all amounts payable by the Merchant under the Merchant and, without limitation, charges, interest, costs and other expenses, such as attomey's fees and court costs. This means, among other things, that ISO or Bank can demand performance or payment from any Guarantor if the Merchant tails to perform any obligation or pay what the Merchant owes under the Merchant Agreement. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the Merchant Agreement, with or without notice to Guarantor (3) ISO or Bank releases any other Guarantor or othe Merchant for any reason, including, without limitation, pairve, such as thore in the Merchant and remement, and/or (5) any tany regulation under the Merchant Agreement, with or without notice to Guarantor; (3) ISO or Bank releases any other Guarantor or othe Merchant for any velociding, or order of any public authority affects the rights of either ISO, Merchant, or Bank under the Merchant Agreement; (4) any law, regulation, or order of any public authority affects the rights of either ISO. Bank can demand payment from such Guarantor any other Guarantor inter the forts of either ISO and Bank each can demand payment from such Guarantor into the such rights on the Herchant Agreement or this Guarantor, the duarantor reade because: (b) ISO and Bank each can demand payment from such Guarantor into the Merchant or any other Guarantor any other Guarantor any other Guarantor any other Guarantor and or (5) and the mark addition and the inforts of either ISO. The Bank in connection with the enforcement or from any security held by the Bank, and (c) such Guarantor an

By (Principal #1):	Douglas Goodman	By (Principal #2):	
Date:	1/3/2024	Date:	
Name:	Douglas Goodman	Name:	

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PayArc Merchant Application CNP v.20210827-Fresno.docx

Initials: D

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 141 of 189 Page 359 of 407



MERCHANT APPLICATION



6. CORPORATE RESOLUTION

Douglas Goodman	the duly elected, qualified and acting
Corporate	and the second se
Secretary	

Owner of a. Officer Title

Start Connecting LLC Legal Corporate Name of Co

By: 0

LLC (the "Company"), Incorporation Status

Do hereby certify as follows: The following resolutions were duly adopted by the board of directors/managing member(s)/general partners (circle one) of the Company: WHEREAS, the Company desires to enter into the Merchant Agreement with Fresto First Bank, a Arkansas state chartered bank ('Bank') and PayAre LLC, ('ISO'), a Connecticul limited liability company: WHEREAS, pursuant to the terms of the Merchant Agreement, Bank and ISO will provide certain credit card functioning and processing for Visa, MasterCard, and Discover® cerdit card purchases made by the Company is used meres; WHEREAS, pursuant to the terms of the Merchant Agreement, (a) the Company may be required to establish a Reserve Account (as defined in the Merchant Agreement) and (b) Bank may require the Company to direct certain funds relating to credit card purchases to such Reserve Account, WHEREAS, pursuant to the terms of the Merchant Agreement, Bank mail SO, pursuant to which Bank and ISO shall act as the Company's exclusive provider of Visa, MasterCard, and Discover® certicard functing and processing services, is hereby approved and adopted in the form considered in connection with resolutions, together with such additions, changes or modifications as may be deemed necessary, advasible or approriate officer(s) executing or causing the same to be completed; and RESOLVED FURTHER, that in connection with the Merchant Agreement, the appropriate officer(s) of the Company is/are hereby authorized to execute all documents reasonably required by Bank in accordance with the provisions of the Merchant Agreement, RESOLVED FURTHER, that the appropriate officer(s) of the Company will be directed, and (b) if necessary, a Reserve Account ind which funds from credit card sales by the Company will be directed, and (b) if necessary, and easenably required by Bank in accordance with the provisions of the Merchant Agreement, RESOLVED FURTHER, that the appropriate officer(s) of the Company is/are hereby authorized to establish (a) an Operating Account into which fu

By (Principal #1):	Douglas Goodman (Jan 3, 2024 14:22 EST)	By (Principal #2):	
Date:	1/3/2024	Date:	
Name:	Douglas Goodman	Name:	
		T	ouolas Goodman

In Witness Whereof, I have executed this Certificate this

Corporate Secretary (Print Other Title As well)

SCHEDULE A - CARD, SERVICE, AND EQUIPMENT/SOFTWARE

As of the date of this Agreement, Merchant has requested, and Bank has approved Merchant's use of the following services:

- Authorization services for Visa, MasterCard, Discover, American Express, Diners Club, and JCB Transaction processing services for Visa, MasterCard, Discover, American Express, Diners Club, and JCB
- Cardholder Address Verification

SCHEDULE C - PRICING

Tiered Pricing Visa/MC	Visa/MC	Amex	Discover	Debit ⁸	Interchange + Prici	ng	Interchange + Autho	rizations
Qualified1:				The state of the state	Visa/MC:	4.5000 %	Visa/MC:	\$0.3000
Mid-Qualified ² :	1			TENTS I	Amex:	4.5000 %	Amex:	\$0.3000
Non-Qualified4:			line in the	La mai	Discover	4.5000 %	Discover:	\$0.3000
Tiered Transactions	Visa/MC	Amex	Discover	Debit ⁸	Bundled Rate		Bundled Authorizati	ons
Qualified Authorizations:		1		a second second	□ Flat Rate [®] :		Authorizations ⁷ :	
Mid-Qual Authorizations ³ :	1				Cash Discount Rate:		Cash Discount Fee:	
Non-Qual Authorizations ⁵ :	11.2			£				
OTHER FEES			OTHER FEE	S		MONTH	LY FEES	
Bank Sponsor Fee:		0.0000 %	Debit Card A	uth's	\$0.0000	Minimun	Monthly Fee:	\$25.00
Amex Sponsor Fee:	1	0.0000 %	EBT Auth's:		\$0.0000	Monthly	Fee:	\$30.00
Batch Fees:		\$0.3000	Account Upd	ate:	\$0.00	PCI Fee		11/2 =
Chargebacks:		\$35.00	Gateway Tra	nsactions:	\$0.0000	Gateway	0	
Reversal:		\$35.00	Per ACH Re	ect:	\$29.99	Risk Ana	alysis:	
Retrievals:		\$35.00	Ethoca/Verifi	Alerts:	\$0.00	Web Mo	nitoring:	
Arbitration:		\$35.00	Rapid Disput	e Resolutio	n (RDR): \$0.00	Account	Updater:	
Voice Auth's:		\$1.2500	Other:			POS Fee	9:	
Declines:		\$0.1000	Comments:			Terminal	Fee:	
Refunds:		\$0.1000	2ur torm	with CA	SOO ETE	Stateme	nt Fee:	
AVS:		\$0.1000	3yr term	with 23	DUUEIF	Other:	E 14	1

Value represents the qualified rate applied to all transactions

Value is applied above true interchange, assessments and bank costs for Mid-Qualified transactions, in which it is charged in addition to the "Qualified Rate" for any Mid-Qualified transactions 3 Charged in addition to Qualified transactions 4 Value is applied above true interchange, assessments and bank costs for Non-Qualified transactions, in which it is charged in addition to the "Mid-Qualified Rate" for any Mid-Qualified transactions 6 Value is applied above true interchange, assessments and bank costs for Non-Qualified transactions, in which it is charged in addition to the "Mid-Qualified Rate" for any Non-Qualified transactions 4 Value is applied above true interchange, assessments and bank costs for Non-Qualified transactions, in which it is charged in addition to the "Mid-Qualified Rate" for any Non-Qualified transactions

5 Charged in addition to the and Mid-Qualified transactions

6 Value represents discount rate to be charged on all transactions, regardless of qualification level 7 Value represents transaction fee to be charged on all transactions, regardless of qualification level

8 Value represents the qualified rate applied to all debit card transactions

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Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 142 of 189 Page 360 of 407



MERCHANT APPLICATION



SCHEDULE D - MOTO / INTERNET QUESTIONAIRE

- 1. Will you accept payment for products/services on your Web site? Yes No, I do not have a Web site If No, go to 2. Otherwise, provide the name of your SSL provider (e.g., Verisign, Thawte, Entrust, Other specify):
- 2. What % of your products/services will be sold/delivered in the following markets (total must equal 100%)? North America 100 % Europe 0 % Other Markets 0 %
- 3. What percentage do you sell to Business ____% Consumers ____%
- 4. Briefly outline your return policy.: OGreater than 30 Days ONo Returns OOther (Please Specify): ______ If No Returns, why are refunds not provided?: ______ (If no refunds, go to 9)
- 5. What % of refunds (to your total monthly sales) is usual? ____%. How many days does a refund usually take? ____Days
- 7. When do you charge the customer? O Shipment/Completion of Service O Order
- 8. In the case where a product is shipped, is the shipment traceable? Yes No 🗸
- 9. Is a delivery receipt requested? Yes No 🗸
- 11. Do you take advance deposits (a percentage of the full value or a fixed part-payment paid in advance)? Yes No 🗸
 - a. If Yes, what % of the final price is paid as a deposit? _____% What fixed deposit is taken? \$ _____
- 12. Where is your product warehoused? N/A (Address, City, State, Zip, Country)
- 13. Do you own the product/inventory at the time of sale? Yes 🔽 No 🗌
- 14. Are there any other companies involved in accepting, shipping, or fulfilling the service or product or the billing of the customer? Yes □ No ✓
- 15. If Yes, who are they and what do they do? Use separate sheet.
- 16. How do you advertise? (Catalogs, magazines, TV, Internet, etc.) List all that apply. social media, Internet, word of mouth
- 17. Who enters credit card information at time of payment? Consumer Fulfillment Center Merchant
- Is your processing seasonal (mild fluctuations can be answered as "No")? Yes □ No ☑

 If Yes, please check the busiest months.

Jan	Feb	Mar	Apr	May	June	Sept Oct	Nov	Dec

- 20. If packages or memberships are sold, what is the average amount of time it takes a customer to use up their package?
- 21. If subscriptions are sold, how do you manage the recurring payments? PayArc's Vault Module Other:_____
- 23. Do you want to capture the Card Validation Value (CVV) from the back of the card on any of your transactions? Yes 🖌 No 🗌 a. If Yes, we will decline the transaction if the CVV value does not match.
- 24. Do you want to perform Verified by Visa or MasterCard SecureCode with any of your transactions?Yes No 🗹 a. If No, are you interested in implementing this fraud mitigation tool through PayArc? Yes No 🗸

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Initials: Do

APPENDIX A TO § 1010.230 Certification Regarding Beneficial Owners Of Legal Entity Customers

I. GENERAL INSTRUCTIONS

What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the beneficial owners):

- Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form

II. CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information:

a. Name and Title of Natural Person Opening Account:

Douglas Goodman

Owner

b. Name and Address of Legal Entity for Which the Account is Being Opened:

Start Connecting LLC

1412 Pine Bay Drive, Sarasota, FL 34231

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 144 of 189 Page 362 of 407

c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number ¹
Douglas Goodman				

(If no individual meets this definition, please write "Not Applicable.")

¹ In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

- d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:
 - An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
 - Any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number ¹
		1		1

³ In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, Douglas Goodman (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Douglas Goodman Signature: Douglas Goodman (Jan 3, 2024 14:22 EST)	Share Date: 1/3/2024

Legal Entity Identifier _____ (Optional)

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 145 of 189 Page 363 of 407

DA News JUC	Chulcal Dalu	lalia (-	Merchant Key	y Elements						
BA Name:US Bank:67 BIN:41		hant Num Merchan		6930 5930	Association:5	500553					M	on Jan 22, 202	4 16:41:18 ES
				Quic	Glance - Process	ing Impact					Additio	onal Data For D	isplay Below
		Date:	01/22/	2024	01/21/2024	01/20/20	024	01/19/2024	01/18/202	4	0	Credits	
	Total Sales An	nount:		0.00	1,092.45		3,036.84	4,217.7	4 3.	358.24	0	Keyed	
1	Total Credits An	nount:		0.00	0.00		0.00	0.0	0	0.00	0	Retrievals	
Total	Chargeback An	nount:		19.00	0.00		0.00	100.0	0	0.00	۲	Chargeback	
	NET Impact An	nount:		(-19.00)	1,092.45		3,036.84	4,117.7	4 3.	358.24	0	Chargeback	Reversals
					R	Recent Process	sing Activity			-	_	-	
64	Au	th	1	Sal	es	Average Da	ily Sales	Largest Sale			(Chargebacks	
Date	Count	Amou	int	Count	Amount	Count	Amount	Amount	Average Ticket	Count		Amount	% Amount
01/22/2024	57		093.77	0	0.00	N/A	N/A	0.00			1	19.00	N/
01/2024	1,386	80.0	042.18	1,324	71,373.41	60.18	3.244.24	245.54	53.90		8	885.50	19
						Processing	g History						
Date	Au	th		Sal	es	Average Da	ily Sales	Largest Sale	Augrama Ticket		(Chargebacks	
Date	Count	Amou	Int	Count	Amount	Count	Amount	Amount	Average Ticket	Count		Amount	% Amount
					There is no	o data availabl	le for this time	period.					
0 Months	0		0.00	0	0.00	N/A	N/A	0.00	N/A	_	0	0.00	N/
mreports													
mreports.	com/cbos/rep	ort/mer	chProc	essSnapshot	.do								
1 (Land) 1 (2)	var	2 4										Close	Window

					Merchant Key	Elements						
BA Name:US Bank:67 BIN:41		elief ant Number: Verchant ID:(5930 1930		500553					M	on Jan 22, 202	4 16:41:18 E
			Quic	k Glance - Proces	sing Impact					Additio	nal Data For D	isplay Belo
	[late: 01/22	/2024	01/21/2024	01/20/20	024	01/19/2024	01/18/202	4	۲	Credits	
	Total Sales Amo	unt:	0.00	1.092.45	5	3.036.84	4.2177	4 3	358.24	D	Keyed	
	Total Credits Amo	ount:	0.00	0.00	3	0.00	0.0	0	0.00	0	Retrievals	
Total	Chargeback Amo	aunt:	19.00	0.00	1	0.00	100.0	0	0.00	0	Chargeback	
	NET Impact Amo	unt:	(-19.00)	1,092.48	5	3,036,84	4,117.7	4 3	358.24	0	Chargeback	Reversals
				-	Recent Proces	aing Activity						
Date	Auth	1	Sal	es	Average Da	ily Sales	Largest Sale				Credits	
Date	Count	Amount	Count	Amount	Count	Amount	Amount	Average Ticket	Coun	t	Amount	% Amount
01/22/2024 01/2024	57 1.386	8 093 77 80 042 18	0	0 00 71,373 41	N/A 60.18	N/A 3 244 24	0.00 245.54			0	0.00	
	_	-			Processing	listory	-					_
-	Auti	1	Sal	es	Average Da	ily Sales	Largest Sale				Credits	
Date	Count	Amount	Count	Amount	Count	Amount	Amount	Average Ticket	Coun	t	Amount	% Amount
				There is n	o data availabl	e for this time	period.					
0 Months	0	0.00	0	0.00	NA	NA	0.00	N/A	_	0	0.00	,

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 146 of 189 Page 364 of 407 Page 364 of 407

Region Number	Account Number	
033	3611	
Account Title	(1) The Person of the Second S Second Second S Second Second S Second Second S Second Second S Second Second Seco Second Second Seco	
START CONNECTING	G, LLC	
· · · ·	,	
Organization Type	PRODUCTOR + FEED A FEED AND A CONTRACTOR A	Tax ID Number
Limited Liability Comp Signer(s) on the abov		
Name / Title	e Account Number	Signature
1. Douglas R. Goodman	Member	Darage of forching
		praye or descent
2.	· · · · ·	
3.		
4.	the second se	
5.		
6.		
Date Opened 02/28/2019	Date Revised	Reason
Cost Center Number	Officer Number	D
0845700	00020001	
Work Phone Number	Prepared By	Maintenance Type
	Svetlana Hartman	New Replacement Change SunTrust Bank ("Bank")
greed that all transactions betwe rized Signer signing at the botto t of such rules and regulations a RUCTIONS: A signature of an red to satisfy IRS requirement	Svetlana Hartman Seen the Bank and the entity listed in the abo om of this signature card appoints the above and the funds availability policy. The Deposi Authorized Signer is required to appoint	New Replacement Change SunTrust Bank ("Bank") we Account Title ("Depositor") shall be governed by the rules and regulations for this account and the individual(s) as Additional Signatory(ies) of the Depositor for the above Account and hereby acknowledg itor also acknowledges the funds availability policy has been explained. (DOCUMENT EXECUTION t an Additional Signatory and must appear below regardless of whether or not a signature is name and signature of such Authorized Signer also appears above as a signer on the Account.)
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Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 147 of 189 Page 365 of 407

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Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 148 of 189 Page 366 of 407

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Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 150 of 189 PageID 1171 PX19 Page 368 of 407

PX19

ACCOUNT TITLE ("DEPOSITOR") ZAGE GROUP LLC BUSINESS ADDRESS					III NE2060 339/72-04050
BUSINESS ADDRESS				6555	
			TAXPAYERID NUME ACCOUNT TY	BER	ssic
			DATEOPEN	IED 07/26/2010	
1412 PINE BAY DR			FORM OF BUSINE	New Account SS Limited Liability Corr	
SARASOTA, FL 34231-3535			ISSUED	Beneva Village ELIZABETH C WILL	and an an a second
RIMARY IDENTIFICATION	ID NUMBER	ISSUER	ISSUANCE EXP DATE 01/14/2009	041 026 2051	IAMO
State Certification of Business SIGNER(S) TO BE ADDED LATER		u	01/14/2009		
ERTIFICATION - The undersigned certifies he Depositor is exempt from backup withho r (c) the IRS has notified the Depositor that <u>I</u> the IRS has notified the Depositor that it is su	ms for account analysis and other treasury manage under penalties of perjury that (1) the Deposite biding, or (b) the Depositor has not been notifies it is no longer subject to backup withholding, bject to backup withholding due to underreporting fore the penalties of perjury certification on this for	tor's Taxpayer Identification Numb ed by the Internal Revenue Servic and (3) the Depositor is a U.S. cit g interest or dividends on its tax retur	ber shown above is correct, and (2) ce (IRS) that it is subject to backup tizen or other U.S. person (as defin rn, cross out item 2 above.	the Depositor is not subject to withholding as a result of failure ed in the Form W-9 instructions	backup withholding because: (a) a to report all interest or dividende).
	ire your consent to any provision of this docun TAXPAYERID #				NATURE
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OUGLAS GOODMAN		Member Managed	7/25/10	lou jul	feelmon
		SB1536451-F			Rov (12/05)





	CHASEQ
ACCOUNT NO. B555	BANK NAME/NUMBER JPMorgan Chase Bank, N.A. (021)
ACCOUNT TITLE ZAGE GROUP LLC	
	BRANCH NAME AND NO. Beneva Village - 743592
	DATE 07/26/2010
BUSINESS ADDRESS 1412 PINE BAY DR SARASOTA, FL 3423	11-3535 PREPARED BY ELIZABETH C WILLIAMS
Contract and Contract	PHONE NO. 941-926-3051
TAXPAYER ID NO. PRODUCT TYPE Chase Business Classic	
Legal Name of Business ZAGE GROUP LLC	(the "Business"
The individual(s) signing this Resolution hereby certil a sole proprietorship owned entirely by the in	ifies to JPMorgan Chase Bank, N.A. ("the Bank") that the Business is (check one): ndividual signing this Resolution;
a duly formed and valid existing	
general partnership limited partnership limited partnership limited partnership limited partnership	rtnership limited liability partnership limited liability limited partnership joint venture of , and the persons signing this Resolution constitute all of the general partners of the partnership.
	nding under the laws of the state/country of and that the individual signing this
A REPORT OF A R	ry and the keeper of the records and corporate seal, if any; ion and the individual(s) signing this Resolution is the keeper of the records and seal, if any;
X a limited liability company organized under the	the laws of the state/country of USA and the individuals signing this Resolution
constitute all of the members or managers, as a and that the following is a true and correct copy of the	appropriate of the company. he resolutions adopted by the Business and that such resolutions are now in full force and effect.
	Depository and Withdrawal Authorization y in which the funds of the Business may be deposited and/or withdrawn by any one of the persons listed below in the
belonging to or coming into the possession of the Bu depository account of the Business without endorsen checks, drafts, and orders drawn against any designa checks, drafts, and orders when so signed or endors instruments are payable or endorsed, including those	of deposit, and orders for the payment or transfer of money between accounts at the Bank and other banks, either usiness. Endorsements "for deposit" may be written or stamped. The Bank may accept any instrument for deposit to any ment or may supply the endorsement of the Business. The person(s) so designated is authorized to begin and all lated account(s) of the Business (including savings accounts) at the Bank. The Bank is authorized to honor and pay all sed without inquiry as to the circumstances of issue or disposition of the proceeds and regardless of to whom such e drawn or endorsed to the individual order of any such person so listed.
Name DORIS G GOODMAN	Title Facsimile Signatures if Applicable Member Managed
DOUGLAS GOODMAN	Member Managed
and the second se	
accounts at the Bank, including the authority to instru Business, as they, or any of them see fit, the terms of	Signing Authorization above is authorized to act for and on behalf of the Business in any matter involving any of the Business' depository uct the Bank to close the account, and is further authorized to sign and implement for and in the name on behalf of the fall agreements, instruments, drafts, certificates, or other documents relating to any depository account or other business greements, repurchase agreements, night depository agreements, lunds transfer agreements or safe deposit agreements.
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Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 152 of 189 PageID 1173

Page 370 of 407

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ACCOUNT TITLE ("DEPOSITOR") START CONNECTING LLC	(DBA(s) on the following page(s) if applicable)		ACCOUNT NUMBER ACCOUNT TYPE	the second second second	mplete Checking
			TAXPAYER ID NUMBER		
			DATE OPENED	07/26/2023	
			FORM OF BUSINESS	Limited Liability Com	pany - Manager Managed (LLC)
BUSINESS ADDRESS			ISSUED BY	JPMorgan Chase Ba	ank, N.A. (021)
1412 PINE BAY DR				Siesta and Tamiami - 163959	
				BELINDA ALONSO	
SARASOTA, FL 34231-3535				(941) 953-5042	
				07/26/2023	
RIMARY ID TYPE Vebsite Documentation	PRIMARY ID NUMBER	ISSUER FL	ISSUANCI	E DATE 02/13/2019	EXPIRATION DATE
ECONDARY ID TYPE	SECONDARY ID NUMBER	ISSUER	ISSUANCI	EDATE	EXPIRATION DATE

ACKNOWLEDGEMENT - By signing this Signature Card, the Depositor applies to open a deposit account at JPMorgan Chase Bank, N.A. (the "Bank"). The Depositor represents and warrants that (i) the signatures appearing below are genuine or facsimile signatures of the person(s) authorized to transact business and (ii) all necessary actions or formalities, where necessary, have been taken to authorize the named person(s) to so act. The Bank is entitled to rely on the authority of the named person(s) until written revocation of such authorizes the Bank, at its discretion, to obtain credit reports on the Depositor. The Depositor acknowledges receipt of the Bank's Deposit Account Agreement or other applicable account agreement, which include all provisions that apply to this deposit account, and other treasury management services if applicable, and agree to be bound by the terms and conditions contained therein as amended from time to time.

** When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P.. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

PRINTED NAME	TELEPHONE NUMBER TAXPAYER ID #	TITLE Manager	DATE 7/26/23	Das gle P Score
2) DORIS EUGENIA GALLON-GOODMAN		Manager	7/26/23	Dowis Grunn Goodewon
3)				
4)				
	SB153	6451-F1		M1207-01-13-CS (11/20)





DATE 07/26/2023

PREPARED BY

(941) 953-5042

BELINDA ALONSO PHONE NO

BANK NAME/NUMBER

CHASE O

JPMorgan Chase Bank, N.A. (021)

BRANCH NAME AND NO. Siesta and Tamiami - 163959



(the "Organization")

BUSINESS DEPOSITORY CERTIFICATE (Limited Liability Company)

X NEW CHANGE

ACCOUNT NO.

ACCOUNT TITLE (DBA(s) on the following page(s) if applicable) START CONNECTING LLC

BUSINESS ADDRESS 1412 PINE BAY DR

SARASOTA, FL 34231-3535 TAXPAYER ID NO.

PRODUCT TYPE hase Business Complete Checking

Legal Name of Organization: START CONNECTING LLC

State of Organization: FL

Type of Organization (check one):

[] Limited liability company managed by its members [X] Limited liability company managed by one or more managers

The individuals signing this Certificate certify to JPMorgan Chase Bank, N.A. (the "Bank") as follows:

- the Organization is a limited liability company, duly organized under the laws of the state of organization listed above;
- the individuals signing this Certificate are, or are authorized representatives of, all of the members (if managed by its members) ("Members") or managers (if managed by managers) ("Managers") of the Organization; and .
- the Organization has authorized all actions and agreements described in this Certificate in accordance with all requirements of law and of Organization's organizational documents and bylaws, if any, and the authorizations are now in full force and effect.

Account Opening and Contractual Authorization

Any of the people listed below ("Authorized Persons"), acting alone, may:

- Open or close one or more accounts with the Bank at any time, subject to the Bank's deposit account agreement;
- Act on behalf of the Organization in any matter involving any of the Organization's depository accounts at the Bank;
- Sign all agreements or other documents relating to any depository accounts or other business of the Organization. These agreements & other documents include but are not limited to funds transfer agreements, agreements for automated clearinghouse services, agreements for online services, and safe deposit agreements.

Deposit and Withdrawal Authorization

Beposit and windrawar Adultorization withdraw the Organization's funds. Each Authorized Person may sign any and all checks, drafts, and orders drawn against any account of the Organization at the Bank, and may give instructions for account transactions without a signature, such as those initiated via electronic debit, payment, wire transfer, or other withdrawal of funds by computer, electronic or other means. The Bank is authorized to pay any checks or other transactions authorized by the Organization, even if doing so causes or increases an overdraft. Each Authorized Person may endorse for cash, collection, deposit, or negotiation any checks, drafts, notes, bills of exchange, or certificates of deposit, and order the payment or transfer of money between accounts at the Bank and other banks. Endorsements "for deposit" may be written or stamped. The Bank may accept any instrument for deposit to any depository account of the Organization without endorsement or may supply the endorsement of the Organization. The Bank is authorized to pay all checks, drafts, and orders when signed, endorsed, or authorized by any Authorized Person without inquiry as to the circumstances of issue or disposition of the proceeds and regardless of to whom such instruments are payable or endorsed, including those payable to or endorsed to the Authorized Person,

Print Name DOUGLAS ROBERT GOODMAN	Title Manager	Facsimile Signatures	
DORIS EUGENIA GALLON-GOODMAN	Manager		
SIGNER(S) TO BE ADDED LATER			

Facsimile Signature Authorization

The Bank is authorized and directed to pay checks bearing any form of facsimile or computer-generated signature. If the Organization either uses or provides a signature card authorizing any facsimile or computer-generated signature, the Organization will be solely responsible for any check bearing a similar signature.

Further Authorizations

Each Member or Manager, as applicable, acting alone, is authorized to certify to the Bank the name, title, specimen signature and facsimile signature of any additional Authorized Person, or to instruct the Bank to remove any Authorized Person. The Bank may rely on this Certificate until it receives express written notice of a change or revocation.

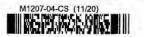
FOR THE PRECEDING PURPOSES, each of the undersigned has signed his/her name(s) on the date indicated above.

Exemption from FATCA reporting code (if any) _____ [According to the IRS Form W-9 instructions, if you are only submitting this form for an account you hold in the United States, you may leave this field blank.]

CERTIFICATION

The undersigned certifies under penalties of perjury that (1) the Organization's Taxpayer Identification Number shown above is correct, and (2) the Organization is not subject to backup withholding because: (a) the Organization is exempt from backup withholding, or (b) the Organization has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified the Organization that it is no longer subject to backup withholding, and (3) the Organization is a U.S. citizen or other U.S. person (as defined in the Form W-9 Instructions), and (4) the FATCA code(s) entered on this form (if any) indicating that the Organization is exempt from FATCA reporting is correct.

If the IRS has notified the Organization that it is subject to backup withholding due to underreporting interest or dividends on its tax return, cross out item 2 above.



JPMorgan Chase Bank N.A. Member FDIC SB1536451-F1





Carson Attachment DD, Page 5 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 155 of 189 PageID 1176 PX19 Page 373 of 407

USASDR Wires to Colombia

December 2019 – January 2024

	Transaction Date	Sender	Sending Bank (last 4)	Amount	Beneficiary	Receiving Bank
1	12/2/2019	Start Connecting LLC	Truist 3710	\$4,700	DYF Ingenieria	Bancolombia S.A.
2	12/17/2019	Start Connecting LLC	Truist 3710	\$4,560	DYF Ingenieria	Bancolombia S.A.
3	1/2/2020	Start Connecting LLC	Truist 3710	\$3,430	DYF Ingenieria	Bancolombia S.A.
4	1/16/2020	Start Connecting LLC	Truist 3710	\$4,750	DYF Ingenieria	Bancolombia S.A.
5	2/3/2020	Start Connecting LLC	Truist 3710	\$5,192	DYF Ingenieria	Bancolombia S.A.
6	2/19/2020	Start Connecting LLC	Truist 3710	\$3,791	DYF Ingenieria	Bancolombia S.A.
7	2/24/2020	Start Connecting LLC	Truist 3710	\$1,475	DYF Ingenieria	Bancolombia S.A.
8	2/27/2020	Start Connecting LLC	Truist 3710	\$1,320	Boken SAS	Bancolombia S.A.
9	3/4/2020	Start Connecting LLC	Truist 3710	\$3,775	DYF Ingenieria	Bancolombia S.A.
10	3/5/2020	Start Connecting LLC	Truist 3710	\$1,095	DYF Ingenieria	Bancolombia S.A.
11	3/19/2020	Start Connecting LLC	Truist 3710	\$2,605	DYF Ingenieria	Bancolombia S.A.
12	3/20/2020	Start Connecting LLC	Truist 3710	\$1,045	DYF Ingenieria	Bancolombia S.A.
13	4/2/2020	Start Connecting LLC	Truist 3710	\$3,685	DYF Ingenieria	Bancolombia S.A.
14	4/17/2020	Start Connecting LLC	Truist 3710	\$3,570	DYF Ingenieria	Bancolombia S.A.
15	5/4/2020	Start Connecting LLC	Truist 3710	\$3,600	DYF Ingenieria	Bancolombia S.A.
16	5/19/2020	Start Connecting LLC	Truist 3710	\$3,760	DYF Ingenieria	Bancolombia S.A.
17	6/3/2020	Start Connecting LLC	Truist 3710	\$6,425	DYF Ingenieria	Bancolombia S.A.
18	6/10/2020	Start Connecting LLC	Truist 3710	\$300	Start Connecting SAS	Banco Bilbao Vizcaya Argentaria Colombia (BBVA)
19	6/11/2020	Start Connecting LLC	Truist 3710	\$5,850	Start Connecting SAS	BBVA
20	6/17/2020	Start Connecting LLC	Truist 3710	\$5,550	DYF Ingenieria	Bancolombia S.A.
21	7/2/2020	Start Connecting LLC	Truist 3710	\$8,660	DYF Ingenieria	Bancolombia S.A.
22	7/15/2020	Start Connecting LLC	Truist 3710	\$7,700	Start Connecting SAS	BBVA
23	7/16/2020	Start Connecting LLC	Truist 3710	\$7,700	Start Connecting SAS	BBVA
24	7/17/2020	Start Connecting LLC	Truist 3710	\$6,230	Start Connecting SAS	BBVA

PX19 Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 156 of 189 PageID 1177 PX19 Page 374 of 407

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25	8/5/2020	Start Connecting LLC	Truist 3710	\$9,000	Start Connecting SAS	BBVA
26	8/11/2020	Start Connecting LLC	Truist 3710	\$9,000	Start Connecting SAS	BBVA
27	8/18/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
28	9/4/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
29	9/11/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
30	9/16/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
31	9/21/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
32	10/2/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
33	10/8/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
34	10/15/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
35	10/22/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
36	11/3/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
37	11/6/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
38	11/16/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
39	11/17/2020	Start Connecting LLC	Truist 3710	\$2,775	Start Connecting SAS	BBVA
40	11/24/2020	Start Connecting LLC	Truist 3710	\$3,000	Start Connecting SAS	BBVA
41	12/2/2020	Start Connecting LLC	Truist 3710	\$5,000	Start Connecting SAS	BBVA
42	12/2/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
43	12/10/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
44	12/15/2020	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
45	12/22/2020	Start Connecting LLC	Truist 3710	\$4,250	Start Connecting SAS	BBVA
46	1/5/2021	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
47	1/14/2021	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
48	1/19/2021	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
49	1/22/2021	Start Connecting LLC	Truist 3710	\$6,915	Start Connecting SAS	BBVA
50	2/2/2021	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
51	2/3/2021	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
52	2/12/2021	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
53	2/16/2021	Start Connecting LLC	Truist 3710	\$12,000	Start Connecting SAS	BBVA
54	2/25/2021	Start Connecting LLC	Truist 3710	\$5,715	Start Connecting SAS	BBVA

PX19 Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 157 of 189 PageID 1178 PX19 Page 375 of 407

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55	3/2/2021	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
56	3/3/2021	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
57	3/11/2021	Start Connecting LLC	Truist 3710	\$9,980	Start Connecting SAS	BBVA
58	3/17/2021	Start Connecting LLC	Truist 3710	\$12,577	Start Connecting SAS	BBVA
59	3/25/2021	Start Connecting LLC	Truist 3710	\$10,450	Start Connecting SAS	BBVA
60	3/31/2021	Start Connecting LLC	Truist 3710	\$12,500	Start Connecting SAS	BBVA
61	4/7/2021	Start Connecting LLC	Truist 3710	\$12,500	Start Connecting SAS	BBVA
62	4/15/2021	Start Connecting LLC	Truist 3710	\$12,500	Start Connecting SAS	BBVA
63	4/19/2021	Start Connecting LLC	Truist 3710	\$18,500	Start Connecting SAS	BBVA
64	4/26/2021	Start Connecting LLC	Truist 3710	\$9,500	Start Connecting SAS	BBVA
65	4/28/2021	Start Connecting LLC	Truist 3710	\$9,000	Start Connecting SAS	BBVA
66	5/4/2021	Start Connecting LLC	Truist 3710	\$12,000	Start Connecting SAS	BBVA
67	5/11/2021	Start Connecting LLC	Truist 3710	\$12,000	Start Connecting SAS	BBVA
68	5/12/2021	Start Connecting LLC	Truist 3710	\$10,000	Start Connecting SAS	BBVA
69	5/18/2021	Start Connecting LLC	Truist 3710	\$20,000	Start Connecting SAS	BBVA
70	5/27/2021	Start Connecting LLC	Truist 3710	\$20,948	Start Connecting SAS	BBVA
71	6/2/2021	Start Connecting LLC	Truist 3710	\$10,000	Start Connecting SAS	BBVA
72	6/9/2021	Start Connecting LLC	Truist 3710	\$15,000	Start Connecting SAS	BBVA
73	6/10/2021	Start Connecting LLC	Truist 3710	\$5,000	Start Connecting SAS	BBVA
74	6/17/2021	Start Connecting LLC	Truist 3710	\$17,500	Start Connecting SAS	BBVA
75	6/23/2021	Start Connecting LLC	Truist 3710	\$12,000	Start Connecting SAS	BBVA
76	6/29/2021	Start Connecting LLC	Truist 3710	\$10,228	Start Connecting SAS	BBVA
77	7/6/2021	Start Connecting LLC	Truist 3710	\$17,000	Start Connecting SAS	BBVA
78	7/14/2021	Start Connecting LLC	Truist 3710	\$17,000	Start Connecting SAS	BBVA
79	7/19/2021	Start Connecting LLC	Truist 3710	\$17,000	Start Connecting SAS	BBVA
80	7/29/2021	Start Connecting LLC	Truist 3710	\$8,750	Start Connecting SAS	BBVA
81	8/3/2021	Start Connecting LLC	Truist 3710	\$10,000	Start Connecting SAS	BBVA
82	8/10/2021	Start Connecting LLC	Truist 3710	\$20,000	Start Connecting SAS	BBVA
83	8/17/2021	Start Connecting LLC	Truist 3710	\$19,000	Start Connecting SAS	BBVA
84	8/30/2021	Start Connecting LLC	Truist 3710	\$10,000	Start Connecting SAS	BBVA

PX19 Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 158 of 189 PageID 1179 PX19 Page 376 of 407

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85	9/7/2021	Start Connecting LLC	Truist 3710	\$20,000	Start Connecting SAS	BBVA
86	9/16/2021	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
87	9/27/2021	Start Connecting LLC	Truist 3710	\$22,600	Start Connecting SAS	BBVA
88	10/7/2021	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
89	10/18/2021	Start Connecting LLC	Truist 3710	\$22,367.69	Start Connecting SAS	BBVA
90	10/25/2021	Start Connecting LLC	Truist 3710	\$20,000	Start Connecting SAS	BBVA
91	11/4/2021	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
92	11/9/2021	Start Connecting LLC	Truist 3710	\$22,000	Start Connecting SAS	BBVA
93	11/23/2021	Start Connecting LLC	Truist 3710	\$11,710	Start Connecting SAS	BBVA
94	12/3/2021	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
95	12/13/2021	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
96	12/20/2021	Start Connecting LLC	Truist 3710	\$20,500	Start Connecting SAS	BBVA
97	12/31/2021	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
98	1/12/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
99	1/19/2022	Start Connecting LLC	Truist 3710	\$19,000	Start Connecting SAS	BBVA
100	2/1/2022	Start Connecting LLC	Truist 3710	\$27,000	Start Connecting SAS	BBVA
101	2/8/2022	Start Connecting LLC	Truist 3710	\$27,000	Start Connecting SAS	BBVA
102	2/14/2022	Start Connecting LLC	Truist 3710	\$20,000	Start Connecting SAS	BBVA
103	3/2/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
104	3/7/2022	Start Connecting LLC	Truist 3710	\$20,000	Start Connecting SAS	BBVA
105	3/14/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
106	3/21/2022	Start Connecting LLC	Truist 3710	\$7,500	Start Connecting SAS	BBVA
107	3/28/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
108	3/31/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
109	4/12/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
110	4/19/2022	Start Connecting LLC	Truist 3710	\$23,000	Start Connecting SAS	BBVA
111	4/21/2022	Zage Group, LLC	Chase 6555	\$1,000	G&G International Consultants	Bancolombia S.A.
112	5/2/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
113	5/9/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
114	5/16/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA

PX19 Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 159 of 189 PageID 1180 Page

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115	5/23/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
116	5/26/2022	Zage Group, LLC	Chase 6555	\$3,000	G&G International Consultants	Bancolombia S.A.
117	6/1/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
118	6/7/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
119	6/15/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
120	6/22/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
121	6/29/2022	Start Connecting LLC	Truist 3710	\$30,000	Start Connecting SAS	BBVA
122	7/7/2022	Start Connecting LLC	Truist 3710	\$1,000	Start Connecting SAS	BBVA
123	7/7/2022	Start Connecting LLC	Truist 3710	\$25,000	Start Connecting SAS	BBVA
124	7/8/2022	Start Connecting LLC	Truist 3710	\$1,000	Start Connecting SAS	BBVA
125	7/8/2022	Zage Group, LLC	Chase 6555	\$4,000	G&G International Consultants	Bancolombia S.A.
126	7/14/2022	Start Connecting LLC	Truist 3710	\$30,000	Start Connecting SAS	BBVA
127	7/26/2022	Start Connecting LLC	Truist 3710	\$8,000	Start Connecting SAS	BBVA
128	8/2/2022	Zage Group, LLC	Chase 6555	\$4,000	G&G International Consultants	Bancolombia S.A.
129	8/3/2022	Start Connecting LLC	Truist 3710	\$30,000	Start Connecting SAS	BBVA
130	8/10/2022	Start Connecting LLC	Truist 3710	\$30,000	Start Connecting SAS	BBVA
131	8/11/2022	Zage Group, LLC	Chase 6555	\$5,000	G&G International Consultants	Bancolombia S.A.
132	8/18/2022	Start Connecting LLC	Truist 3710	\$30,000	Start Connecting SAS	BBVA
133	9/1/2022	Start Connecting LLC	Truist 3710	\$33,000	Start Connecting SAS	BBVA
134	9/13/2022	Start Connecting LLC	Truist 3710	\$24,000	Start Connecting SAS	BBVA
135	9/13/2022	Zage Group, LLC	Chase 6555	\$9,000	G&G International Consultants	Bancolombia S.A.
136	9/21/2022	Start Connecting LLC	Truist 3710	\$33,000	Start Connecting SAS	BBVA
137	9/26/2022	Start Connecting LLC	Truist 3710	\$33,000	Start Connecting SAS	BBVA
138	10/5/2022	Start Connecting LLC	Truist 3710	\$24,000	Start Connecting SAS	BBVA
139	10/6/2022	Zage Group, LLC	Chase 6555	\$9,000	G&G International Consultants	Bancolombia S.A.
140	10/18/2022	Start Connecting LLC	Truist 3710	\$33,000	Start Connecting SAS	BBVA
141	11/2/2022	Start Connecting LLC	Truist 3710	\$33,000	Start Connecting SAS	BBVA
142	11/9/2022	Start Connecting LLC	Truist 3710	\$23,000	Start Connecting SAS	BBVA
143	11/9/2022	Zage Group, LLC	Chase 6555	\$10,000	G&G International Consultants	Bancolombia S.A.
144	11/15/2022	Start Connecting LLC	Truist 3710	\$23,000	Start Connecting SAS	BBVA

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 160 of 189 PageID 1181 PX19 Page 378 of 407

14511/16/2022Zage Group, LLCChase 6555\$10,000G&G International Construction14611/30/2022Start Connecting LLCTruist 3710\$33,000Start Connecting SAS14712/8/2022Start Connecting LLCTruist 3710\$33,000Start Connecting SAS14812/8/2022Zage Group, LLCChase 6555\$18,000G&G International Const	sultants Bancolombia S.A. BBVA BBVA
14712/8/2022Start Connecting LLCTruist 3710\$33,000Start Connecting SAS	
	BBVA
148 12/8/2022 Zaga Group LLC Chasa 6555 \$18,000 G&G International Cons	
146 12/8/2022 Zage Gloup, LLC Chase 0555 \$18,000 G&G International Const	sultants Bancolombia S.A.
14912/20/2022Start Connecting LLCTruist 3710\$21,000Start Connecting SAS	BBVA
1501/5/2023Start Connecting LLCTruist 3710\$33,000Start Connecting SAS	BBVA
1511/13/2023Zage Group, LLCChase 6555\$20,000G&G International Const	sultants Bancolombia S.A.
1521/18/2023Start Connecting LLCTruist 3710\$33,000Start Connecting SAS	BBVA
1531/18/2023Start Connecting LLCTruist 3710\$40,000Start Connecting SAS	BBVA
1541/26/2023Start Connecting LLCTruist 3710\$14,000Start Connecting SAS	BBVA
1552/2/2023Start Connecting LLCTruist 3611\$33,000Start Connecting SAS	BBVA
1562/6/2022Zage Group, LLCChase 6555\$20,000G&G International Const	sultants Bancolombia S.A.
1572/7/2023Start Connecting LLCTruist 3611\$20,000Start Connecting SAS	BBVA
1582/17/2023Start Connecting LLCTruist 3611\$20,000Start Connecting SAS	BBVA
1592/21/2023Start Connecting LLCTruist 3611\$17,000Start Connecting SAS	BBVA
1603/2/2023Start Connecting LLCTruist 4160\$20,000Start Connecting SAS	BBVA
1613/3/2023Start Connecting LLCTruist 4160\$13,000Start Connecting SAS	BBVA
1623/6/2022Zage Group, LLCChase 6555\$20,000G&G International Const	sultants Bancolombia S.A.
1633/8/2023Start Connecting LLCTruist 4160\$20,000Start Connecting SAS	BBVA
1643/22/2023Start Connecting LLCTruist 3710\$13,000Start Connecting SAS	BBVA
1653/30/2023Start Connecting LLCTruist 3611\$24,000Start Connecting SAS	BBVA
1664/13/2023Start Connecting LLCTruist 4160\$40,000Start Connecting SAS	BBVA
1674/20/2023Start Connecting LLCTruist 3611\$25,000Start Connecting SAS	BBVA
1684/20/2023Zage Group, LLCChase 6555\$20,000G&G International Const	sultants Bancolombia S.A.
1694/27/2023Start Connecting LLCTruist 4160\$25,000Start Connecting SAS	BBVA
1705/11/2023Start Connecting LLCTruist 4160\$40,000Start Connecting SAS	BBVA
1715/18/2023Start Connecting LLCTruist 4160\$20,000Start Connecting SAS	BBVA
1725/18/2023Zage Group, LLCChase 6555\$25,000G&G International Const	sultants Bancolombia S.A.
1735/30/2023Start Connecting LLCTruist 4160\$25,000Start Connecting SAS	BBVA
1746/8/2023Start Connecting LLCTruist 4160\$20,000Start Connecting SAS	BBVA

PX19 Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 161 of 189 PageID 1182

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175	6/9/2023	Start Connecting LLC	Truist 4160	\$20,000	Start Connecting SAS	BBVA
176	6/14/2023	Start Connecting LLC	Truist 4160	\$20,000	Start Connecting SAS	BBVA
177	6/26/2023	Zage Group, LLC	Chase 6555	\$25,000	G&G International Consultants	Bancolombia S.A.
178	6/27/2023	Start Connecting LLC	Truist 4160	\$25,000	Start Connecting SAS	BBVA
179	7/6/2023	Start Connecting LLC	Truist 3611	\$20,000	Start Connecting SAS	BBVA
180	7/12/2023	Start Connecting LLC	Truist 4160	\$20,000	Start Connecting SAS	BBVA
181	7/13/2023	Zage Group, LLC	Chase 6555	\$25,000	G&G International Consultants	Bancolombia S.A.
182	7/19/2023	Start Connecting LLC	Truist 4160	\$20,000	Start Connecting SAS	BBVA
183	7/27/2023	Start Connecting LLC	Truist 3611	\$25,000	Start Connecting SAS	BBVA
184	8/8/2023	Start Connecting LLC	Truist 4160	\$20,000	Start Connecting SAS	BBVA
185	8/16/2023	Start Connecting LLC	Truist 4160	\$20,000	Start Connecting SAS	BBVA
186	8/16/2023	Start Connecting LLC	Chase 7771	\$25,000	G&G International Consultants	Bancolombia S.A.
187	8/23/2023	Start Connecting LLC	Truist 4160	\$20,000	Start Connecting SAS	BBVA
188	8/28/2023	Start Connecting LLC	Truist 3611	\$25,000	Start Connecting SAS	BBVA
189	9/6/2023	Start Connecting LLC	Truist 3611	\$25,000	Start Connecting SAS	BBVA
190	9/13/2023	Start Connecting LLC	Truist 4160	\$30,000	Start Connecting SAS	BBVA
191	9/14/2023	Start Connecting LLC	Truist 4160	\$40,000	Start Connecting SAS	BBVA
192	9/14/2023	Start Connecting LLC	Chase 7771	\$30,000	G&G International Consultants	Bancolombia S.A.
193	9/19/2023	Start Connecting LLC	Truist 3611	\$10,000	Start Connecting SAS	BBVA
194	9/28/2023	Start Connecting LLC	Truist 3611	\$25,000	Start Connecting SAS	BBVA
195	10/4/2023	Start Connecting LLC	Truist 3611	\$25,000	Start Connecting SAS	BBVA
196	10/13/2023	Start Connecting LLC	Truist 4160	\$25,000	Start Connecting SAS	BBVA
197	10/13/2023	Start Connecting LLC	Chase 7771	\$30,000	G&G International Consultants	Bancolombia S.A.
198	10/24/2023	Start Connecting LLC	Truist 3710	\$30,000	Start Connecting SAS	BBVA
199	10/27/2023	Start Connecting LLC	Truist 3611	\$55,000	Start Connecting SAS	BBVA
200	11/6/2023	Start Connecting LLC	Truist 4160	\$25,000	Start Connecting SAS	BBVA
201	11/16/2023	Start Connecting LLC	Truist 4160	\$25,000	Start Connecting SAS	BBVA
202	11/21/2023	Start Connecting LLC	Chase 7771	\$30,000	G&G International Consultants	Bancolombia S.A.
203	11/29/2023	Start Connecting LLC	Truist 4160	\$30,000	Start Connecting SAS	BBVA
204	11/30/2023	Start Connecting LLC	Truist 3710	\$15,000	Start Connecting SAS	BBVA

PX19 Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 162 of 189 PageID 1183 PX19 Page 380 of 407

ane	380	of	407	

205	12/7/2023	Start Connecting LLC	Truist 4160	\$15,000	Start Connecting SAS	BBVA
206	12/13/2023	Start Connecting LLC	Truist 4160	\$25,000	Start Connecting SAS	BBVA
207	12/20/2023	Start Connecting LLC	Truist 3710	\$15,000	Start Connecting SAS	BBVA
208	12/20/2023	Start Connecting LLC	Truist 4160	\$20,000	Start Connecting SAS	BBVA
209	12/21/2023	Start Connecting LLC	Chase 7771	\$20,000	G&G International Consultants	Bancolombia S.A.
210	1/10/2024	Start Connecting LLC	Truist 4160	\$25,000	Start Connecting SAS	BBVA
211	1/11/2024	Start Connecting LLC	Truist 3710	\$30,000	Start Connecting SAS	BBVA
212	1/18/2024	Start Connecting LLC	Truist 1059	\$20,000	Start Connecting SAS	BBVA
213	1/24/2024	Start Connecting LLC	Truist 3710	\$20,000	Start Connecting SAS	BBVA
				\$3,695,573.24		

G&G INTERNATIONAL CONSULTANTS S A S; Worldbase

December 4, 2023

G&G INTERNATIONAL CONSULTANTS SAS

CALLE 13 NTE 6 41 CALI

COLOMBIA Other Locations: REGION: LATIN AMERICA

Communications

Telephone: 3177944808 Other Communications Information: COUNTRY CODE: 0057 CABLE TELEX: 221NMNNNP

Company Identifiers

DUNS: 67-987-4738 NATIONAL: 9015408594-Colombian National Tributary Id Number

Company Information

Founded: 2021 Legal Status: Corporation Employees:

EMPLOYEES HERE: 1 - Actual EMPLOYEES TOTAL: 1 - Actual

Corporate Structure

ADDRESS:

Executives

CEO:

OSCAR HERNAN ROJAS MAYA, REPRESENTATIVE

Christine Carson

Carson Attachment GG, Page 1 of 2

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 164 of 189 Page 382 of 407

Page 2 of 2

G&G INTERNATIONAL CONSULTANTS S A S; Worldbase

Description

TELEPHONE COMMUNICATIONS

Market And Industry

SIC Codes:

4813 - Telephone communications

7319 - Advertising services

Financials

Fiscal Year Date: December 31, 2022

Other Financial Statements

ANNUAL SALES
NET WORTH
PROFIT

FINANCIAL FIGURE DATE 12/31/2022 US DOLLARS

> \$69.842 - Actual \$8,052 - Actual \$1,872 - Actual

Colombian Peso

339,041.000 - Actual 39,086,183 - Actual 9,086,183 - Actual

dun & bradstreet

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End of Document

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 165 of 189 Page 383 of 407

Pradook	Q	+ Create Biography
General 🖄		
Education 👌		
Career 🖄		
Works +		

- Life Stance +
- Personality 👌
- Connections 👌
 - References +
 - Album +

Oscar Hernan Rojas 🖉 Edit Profile

Add photo

Dean, consultant

Oscar Hernan Rojas, Colombian Dean, consultant.



Carson Attachment HH, Page 1 of 3

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 166 of 189 Page 384 of 407 Page 384 of 407

Education

Bachelor, U. Notre Dame, 1972; Master of Laws, U. Bogota, 1975.

Career

Director information department, Bogota Chamber of Commerce, 1972-1974; production manager, Bodegas Anejas Winery, Bogota, 1972-1977; marketing research coordinator, Eli Lilly & Company, Indianapolis, 1979-1980; chairman marketing Department, University Los Andes, Bogota, 1981-1985; general manager, Bodegas Venecianas Winery, Bogota, 1985-1995; dean, Commercial Business School Fenalco, Bogota, since 1995.

Achievements

Oscar Hernan Rojas has been listed as a noteworthy Dean, consultant by Marquis Who's Who.

Interests

Avocations: tennis, classical music.

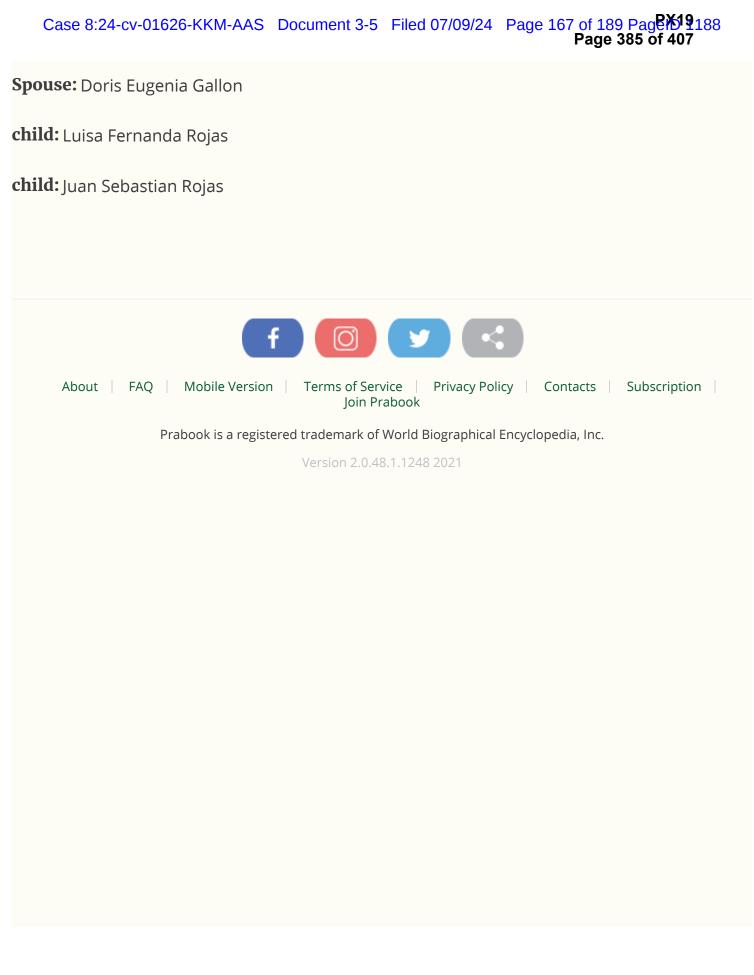
Connections

Married Doris Eugenia Gallon, June 9, 1982 (divorced November 1990). Children: Luisa Fernanda, Juan Sebastian.

Nationality Colombian

Ethnicity

Mestizo



Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 168 of 189 Page 386 of 407

[SERVOPS-309 13/Sep/22	D11] <u>Telecom Abuse Complaint</u> Created: 29/Aug/22 Updated: 19/Sep/22 Resolved:
Status:	Closed
Project:	Service Operations
Components:	None
Affects versions:	None
Fix versions:	None

Туре:	Problem	Priority:	Major
Reporter:	Ben Newlin	Assignee:	Jason Hughes
Resolution:	Stale	Votes:	0
Labels:	None		
Remaining Estimate:	Not Specified		
Time Spent:	Not Specified		
Original estimate:	Not Specified		

Region:	us-east-1 (N VA)
Severity:	2 - High
ServOps Product Area:	Edge/Voice
Organizations:	None
LastOwnerUpdate:	30/Aug/22 7:47 AM
Ticket Origin:	Internal
Dev Group:	Genesys Cloud Voice
Time to Mitigate:	30/Aug/22 7:47 AM
Closure Code:	Task - Internal Request Customer Contact
Allocation:	Production Support

Description

Org ID: bd16d6fb-7fbf-454c-8d2d-01bb466909bc

Org Name: startconnectingllc

Region: us-east-1

We have received an abuse complaint about calls originating from this org. The complaint identifies both unwanted calls and potential scam/fraudulent behavior.

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 169 of 189 Page 387 of 407

The complaint is for calls from the following numbers owned by this org:

19415297121

18778716116

The complaint:

This number <redacted> is a part of a Student Loan Scam calling phone numbers on the do not call list and provides misleading information, as well as using several different phone carriers to try and cover up who they really are and where they are located. I do have all info on recording for this scam. They start out as, Student loan Forgiveness Service, then gives the website usastudentdebtrelief.com. Then they claim to have your student loan information in front of them and state that you asked them to call. They state they will send you an email and when you ask where they got your email, they state I gave it to them. I gave them absolutely no information but they sent an email to me anyway. This is a scam as they claim that they have been assigned to take care of existing debt on your behalf. I have no student debt whatsoever... I am on the do not call list and have been since 2004.

The complaint is for calls to the target number from this interaction:

76de5b91-7ce5-46dc-8b36-cae73ffd3727

Please ask the customer to investigate any calls placed from their org to this number, and verify that the methods used to obtain that information are legitimate and legal.

If we do not receive a timely response to this complaint, we may elect to suspend service on the reported numbers in order to avoid any further illicit behavior.

Comments
Comment by <u>Automation for Jira [29/Aug/22]</u>
Automated Message
SLA Warning - This is to inform you your ticket is approaching an SLA
Comment by <u>Automation for Jira [29/Aug/22]</u>
Automated Message
Mionalea message
SLA Warning - This is to inform you your ticket is approaching an SLA
SLA Warning - This is to inform you your ticket is approaching an SLA
SLA Warning - This is to inform you your ticket is approaching an SLA Comment by <u>Jason Hughes [29/Aug/22]</u>
SLA Warning - This is to inform you your ticket is approaching an SLA Comment by Jason Hughes [29/Aug/22] looking into it

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 170 of 189 Page 388 of 407

I've requested Care to make contact with this information. The call took place on 8/11/2022 Comment by Jason Hughes [29/Aug/22]

The user logins for this org do use the domain listed in the complaint. The BBB has them at a 4.5/5 rating (8 reviews). Under complaints (5 in the last 3 years), contacting customer on the DNC has been one of them most common complaints.

https://www.bbb.org/us/fl/sarasota/profile/student-loan-services/usa-student-debt-relief-0653-90400955/complaints

Comment by <u>Robert Reed (Inactive) [29/Aug/22]</u>

Hello Jason,

I called the account and left a message with one to call and speak with me, and the other hung up when asking for Bryan Bueno.

Comment by Jason Hughes [30/Aug/22]

Robert Reed

Thank you. Please let us know if you hear back from them.

Jason

Comment by <u>Automation for Jira [06/Sep/22]</u>

This ticket is being transitioned to Resolved due to 7 days of Waiting on Customer status. You can comment to re-open during the next 5 days, otherwise it will permanently move to Closed.

Comment by Ben Newlin [06/Sep/22]

Please re-open this ticket. We need a response from the customer on this.

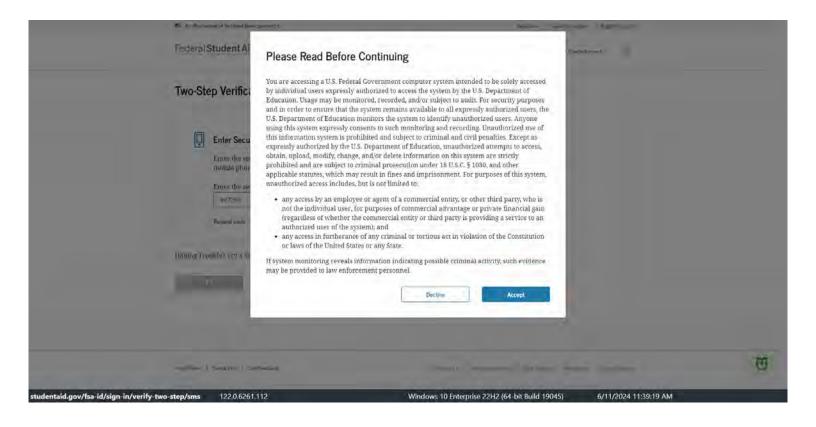
Comment by <u>Chris Engels</u> [06/Sep/22]

<u>Robert Reed</u> if we don't get a response on this we will have to suspend service on the number used in this complaint.

Generated at Fri Feb 09 17:47:44 UTC 2024 by Derrick Tanzini using Jira 1001.0.0-SNAPSHOT#100246-sha1:8dc088f7410223770d8c181ffb834fc952da412b.

Carson Attachment II, Page 3 of 3

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 171 of 189 Page 389 of 407



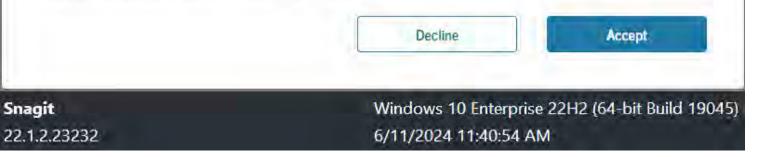
Carson Attachment JJ, Page 1 of 2

Please Read Before Continuing

You are accessing a U.S. Federal Government computer system intended to be solely accessed by individual users expressly authorized to access the system by the U.S. Department of Education. Usage may be monitored, recorded, and/or subject to audit. For security purposes and in order to ensure that the system remains available to all expressly authorized users, the U.S. Department of Education monitors the system to identify unauthorized users. Anyone using this system expressly consents to such monitoring and recording. Unauthorized use of this information system is prohibited and subject to criminal and civil penalties. Except as expressly authorized by the U.S. Department of Education, unauthorized attempts to access, obtain, upload, modify, change, and/or delete information on this system are strictly prohibited and are subject to criminal prosecution under 18 U.S.C. § 1030, and other applicable statutes, which may result in fines and imprisonment. For purposes of this system, unauthorized access includes, but is not limited to:

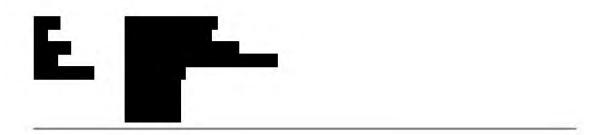
- any access by an employee or agent of a commercial entity, or other third party, who is
 not the individual user, for purposes of commercial advantage or private financial gain
 (regardless of whether the commercial entity or third party is providing a service to an
 authorized user of the system); and
- any access in furtherance of any criminal or tortious act in violation of the Constitution or laws of the United States or any State.

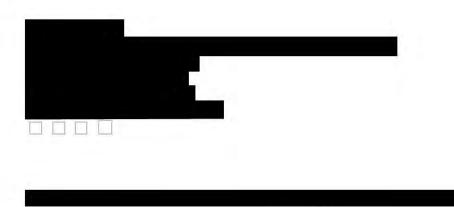
If system monitoring reveals information indicating possible criminal activity, such evidence may be provided to law enforcement personnel.



Carson Attachment JJ, Page 2 of 2

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 173 of 189 Page 391 of 407





From: Doug Goodman <doug@start-connecting.com> Sent: Monday, March 27, 2023 10:25 AM To: Johnson, George@DFPI <George.Johnson@dfpi.ca.gov> Subject: USA Student Debt Relief

Mr. George Johnson Department of Financial Protection and Innovation 1455 Freeze Road, Suite 315 San Diego CA 92108

Re: USA Student Debt Relief, Douglas R Goodman

Mr. Johnson

I am writing in regards to a **Subpoena Duces Tecum** document you sent our company. It is dated March 1, 2023. It was delivered on 3/8/23. However, early on 3/8, my wife and I left on vacation for Portugal and Spain. We returned on 3/19.

I then sent the file to our company management. Our company is based out of Cali,

Colombia where all of our managers and employees reside and operate. I am the only member in the United States, being in Sarasota Florida, and coordinate working with the merchant banks who process customer payments.

The focus of our business is to assist student loan holders to refinance their loans through the US Department of Education.

Most of our customers are based on the US East Coast and Puerto Rico. We do very little business in California or the western states.

We have a very customer-oriented focus. Any customer who is not satisfied with the services we provided is entitled to have all of the fees they paid our company returned to them (other than what was already repaid to the Department of Education).

To obtain all of the documents you are seeking will take a major effort and time in Colombia and probably require translating many documents.

Please let me know <u>the purpose of your probe</u> and if there is a way to expedite it and provide a time extension. If there is a time we can discuss this by phone, please let me know.

Thank you for all your assistance.

Doug Goodman

doug@start-connecting.com (941) 587-7966 1412 Pine Bay Drive Sarasota FL 34231

Image removed by sender.
?

Carson Attachment KK, Page 2 of 2

SCOTT J. HYMAN (State Bar No. 148709) sjh@severson.com 1 GENEVIEVE R. WALSER-JOLLY (State Bar No. 262784) 2 grw@severson.com **SEVERSON & WERSON** A Professional Corporation 3 The Atrium 4 19100 Von Karman Avenue, Suite 700 Irvine, California 92612 5 Telephone: (949) 442-7110 Facsimile: (949) 442-7118 6 Attorneys for Respondents START CONNECTING LLC DBA USA 7 STUDENT DEBT RELIEF, AND DOUGLAS R. 8 GOODMAN 9 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION 10 OF THE STATE OF CALIFORNIA 11 12 DECLARATION OF DOUGLAS R. GOODMAN In the Matter of: 13 THE COMMISSIONER OF 14 FINANCIAL PROTECTION AND 15 INNOVATION, 16 Complainant, ٧. 17 Start Connecting LLC d/b/a USA 18 Student Debt Relief, and Douglas R. 19 Goodman, 20 Respondents 21 22 23 24 25 26 27 28 13317.0001/16626973.5 Declaration of Douglas R. Goodman

DECLARATION OF DOUGLAS R. GOODMAN

1	DECLARATION OF DOUGLAS R. GOODMAN
2	I, Douglas R. Goodman, state and declare as follows:
3	1. I am the President and Chief Executive Officer of START CONNECTING LLC
4	dba USA STUDENT DEBT RELIEF ("Start Connecting") and ZAGE GROUP, LLC ("Zage"). I
5	have held these positions for 14 years. In that capacity, I am familiar with the organization,
6	business names, and business purposes for both entities. I reside in Sarasota, Florida.
7	2. Zage does not and has not had or used any fictitious business name (i.e. dba).
8	3. Zage does not and has not had involvement in contacting consumers about student
9	loans. Instead, Zage was at all times engaged in food manufacturing and marketing ventures.
10	4. To assist in international money transfers, Start Connecting deposited money in a
11	Zage account. The same amount of money was then transferred to Start Connecting's call center
12	in Colombia. That practice has stopped and money for Start Connecting no longer passes through
13	a Zage account. Zage has no other involvement with Start Connecting.
14	5. Zage does not and did not have a contractual relationship with Start Connecting's
15	call center.
16	6. Zage does not and did not collect any money from consumers for student loan
17	services, debt relief services, or under the Start Connecting consumer contracts.
18	
19	I declare under penalty of perjury under the laws of the State of California that the
20	foregoing is true and correct. Executed October 31, 2023, at Saras of Florida.
21	Augustas & Spochners
22	Douglas R. Goodman
23	
24 25	
25	
26	
27	
28	
	Declaration of Douglas R. Goodman

Carson Attachment LL, Page 2 of 2

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 177 of 189 Page 395 of 407

From:	Doug Goodman
То:	Evan Romanoff
Subject:	Re: USA Student Debt Relief
Date:	Wednesday, November 29, 2023 1:24:21 PM

Please call my cell phone at 941-587-7966. I will await your call at 9AM.

Thanks

Doug

?

On Wed, Nov 29, 2023 at 2:12 PM Evan Romanoff <<u>Evan.Romanoff@ag.state.mn.us</u>> wrote:

9am EST works for me. Should I reach you on your Office or Mobile number below? Alternatively, I can send you a call invite.

From: Doug Goodman <<u>doug@start-connecting.com</u>> Sent: Wednesday, November 29, 2023 1:09 PM To: Evan Romanoff <<u>Evan.Romanoff@ag.state.mn.us</u>> Subject: Re: USA Student Debt Relief

Any time after 8 AM EST that is convenient for you..

As an aside, the call center is only reaching out to current MN customers to coordinate cancelling their contracts

and to return their funds.

Regarding **and the call center reports that was signed up the morning of 6/6/23.** That same early afternoon and before **and** made any payments or **and** enrollment was completed, **and** asked to cancel **and** contract. It was immediately cancelled and **and** was never a fully enrolled customer.

Please let me know tomorrow's call time.

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 178 of 189 Page 396 of 407

T	Fhanks	Page 396 of 4
E	Doug	
	On Wed, Nov 29, 2023 at 12:26 PM Evan Romanoff < <u>Evan.Romanoff@a</u> wrote: What is the earliest you are available tomorrow?	<u>g.state.mn.us</u> >
	From: Doug Goodman < <u>doug@start-connecting.com</u> > Sent: Wednesday, November 29, 2023 11:14 AM To: Evan Romanoff < <u>Evan.Romanoff@ag.state.mn.us</u> > Subject: Re: USA Student Debt Relief	
	You don't often get email from <u>doug@start-connecting.com</u> . <u>Learn why this is important</u> Mr Romanoff	L .
	Thank you for your quick reply.	
	I want to reassure you that we are making no calls to Minnesota resident is supposed to	ts. The call center
	follow this to the letter.	
	I will send them a request to look for the data on and will let soon as I hear back.	t you know as

Let's have a call tomorrow, Thursday, at any time that is convenient for you.

Thank you

Doug Goodman

On Wed, Nov 29, 2023 at 11:55 AM Evan Romanoff <<u>Evan.Romanoff@ag.state.mn.us</u>> wrote:

Mr. Goodman,

Thank you for your email. As stated in the August 29 letter, our Office has concerns that USA Student Debt Relief may have violated, or may be continuing to violate, Minnesota law. Please let me know of your availability for a call to discuss this matter. I am also concerned that the list you provided may be incomplete. For instance, I am aware of at least one Minnesota consumer who enrolled in your company's services but is not included on the list—

Regards,

Evan Romanoff

Assistant Attorney General

Office of the Minnesota Attorney General

445 Minnesota Street, Suite 1200

Case 8:24-cv-01626-KKM-AAS	Document 3-5	Filed 07/09/24	Page 180 of 189 Page 10 1201
			Page 398 of 407

St. Paul, MN 55101

(651) 728-4126

(651) 757-1454

evan.romanoff@ag.state.mn.us

From: Doug Goodman <<u>doug@start-connecting.com</u>> Sent: Monday, November 27, 2023 5:44 PM To: Evan Romanoff <<u>Evan.Romanoff@ag.state.mn.us</u>> Subject: USA Student Debt Relief

You don't often get email from doug@start-connecting.com. Learn why this is important

Mr. Romanoff

Please find enclosed the responses to your questions sent on August 29, 2023. I sincerely apologize for not having responded promptly.

The list of Minnesota customers is attached to this email.

Following are the questions you included:

• Identify and describe the Relationship between Start Connecting and USA Student Debt Relief

Start Connecting LLC (a Florida Limited Liability Company) is our principal business entity in the United States. We incorporated it in 2019. At the same time, we established a dba for it as USA Student Debt Relief (also registered in Florida) to specifically handle our first target segment – assisting student loan holders to refinance their student loans.

USA Student Debt Relief registration to do business in Minnesota

Case 8:24-cv-01626	6-KKM-AAS Document 3-5 Fil	ed 07/09/24 Page 181	of 189 Page 202 Page 399 of 407
US/ stat who read wer is re	A Student Debt Relief does not had be of Minnesota. When we starte be handled all of the marketing, satching out to prospects across the re not aware that in some of the equired in order to conduct busin istrations are fully in place in even	have a specific registrat d, our partner company ales and customer relat e United States. At tha states, like Minnesota, hess. We are now ensu	ion for the v in Colombia, ions, began t time, they a registration ring that
	USA Student Debt Relief owner iness	s and names under wh	ich it does
The	e owners of Start Connecting LL	C/USA Student Debt Re	elief dba are:
Dou	uglas R Goodman President		
Dor	is E Gallon-Goodman – Associa	te Member	
Joh	n Sebastian Rojas Associate	Member	
Dou dep	r operation based in the United S uglas Goodman coordinates with posit the revenues from our custo rt-time) with our accounting firm	the merchant banks to omers. Doris Gallon-Go	o collect and odman works
tota	e call center operation and staffir ally separate legal entity from ou I managed by Doris' son John	r USA operation and is	mbia. It is a entirely owned
	Products or Services related to ers Minnesota consumers.	student loans that USA	Student Debt
app amo Dep	A Student Debt Relief submits to plications from student loan hold ount that is owed by the loan hol partment of Education. Once it is ders throughout the process on g	ers that possibly will rec der if approved by the l approved, we then ass	luce the JS sist the loan

Case 8:24-cv-01	L626-KKM-AAS Document 3-5 Filed 07/09/24 Page 182 of 189 Page 400 of 407 Page 400 of 407
	obligations.
	 List of Minnesota consumers to whom USA Student Debt Relief has contracted to provide services.
	The list of 93 consumers with whom we have filed applications is attached with this response.
	 Listing of legal proceedings for USA Student Debt Relief
	USA Student Debt Relief has not had any legal proceedings related to the marketing of its services.
	There have been a few cases involving individuals who maintain "do not call" operations, and our telesales team inadvertently reached them. These were all settled with the individuals.
	 Listing of Customer Relationship Management company used by USA Student Debt Relief
	USA Student Debt Relief does not employ any Customer Relationship Management
	Companies. Our sister company in Colombia purchases targeted leads from several lead providers located in Colombia and The United States. Their telemarketing team then contacts the potential prospects to see if they are interested in our services. If they are interested, then a thorough contract is sent to the prospect. Once it is signed, the company then assists the customer in preparing for the submission to the Department of Education.

Identify each step USA Student Debt Relief takes to ensure it complies with the Debt Settlement Service Act While we weren't aware of the Debt Settlement Service Act, we are very attentive and responsive to the needs of our prospective and current customers. Any customer who is not satisfied with our services, for any reason whatsoever, is entitled to a full refund of any fees they have paid US. For any further information you may need, please don't hesitate to let me know and I will get back to you right away. Respectfully Doug Goodman. Office of the Minnesota Attorney General Disclaimer: This e-mail is intended to be read only by the intended recipient. This e-mail may be legally privileged or protected from disclosure by law. If you are not the intended recipient, any dissemination of this e-mail or any attachments is strictly prohibited, and you should refrain from reading this e-mail or examining any attachments. If you received this e-mail in error, please notify the sender immediately and delete this e-mail and any attachments. Thank you. Office of the Minnesota Attorney General Disclaimer: This e-mail is intended to be read only by the intended recipient. This e-mail may be legally privileged or protected from

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Carson Attachment MM, Page 8 of 8

Case 8:24-cv-01626-KKM-AAS	Document 3-5	Filed 07/09/24	Page 185 of 189 Page 185 206
			Page 403 of 407

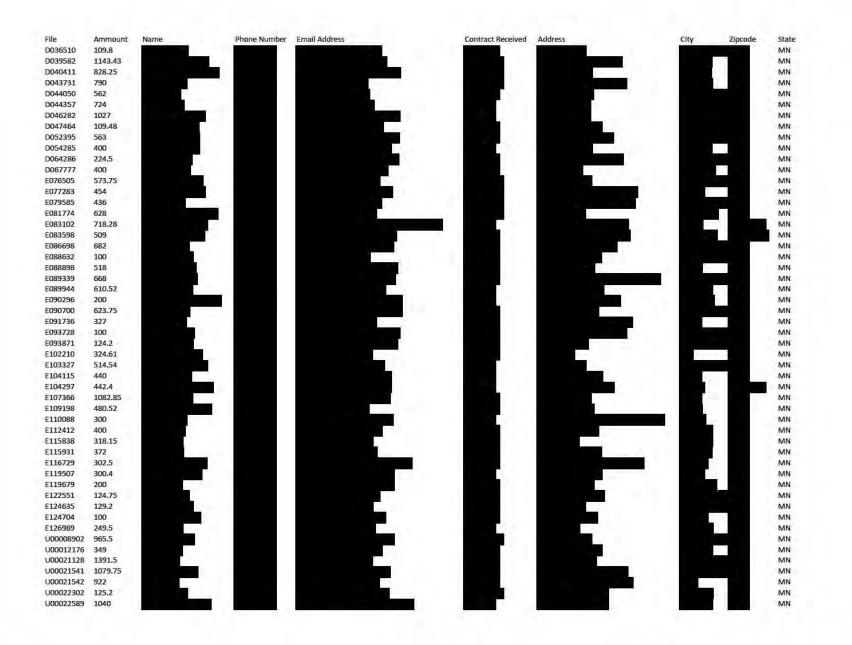
1					
1 2 3 4 5 6 7 8 9 10 11	MICHAEL S. PONCIN (MN #0296417) Mike.poncin@lawmoss.com MOSS & BARNETT, PA 150 South Fifth Street Suite 1200 Minneapolis, MN 55402 Telephone: 612-877-5290 Facsimile: 612-877-5056 SCOTT J. HYMAN (State Bar No. 148709) sjh@severson.com GENEVIEVE R. WALSER-JOLLY (State Bar No. 262784) grw@severson.com SEVERSON & WERSON A Professional Corporation The Atrium 19100 Von Karman Avenue, Suite 700 Irvine, California 92612 Telephone: (949) 442-7118 Attornous for Bognondants				
12 13	Attorneys for Respondents START CONNECTING LLC DBA USA STUDENT DEBT RELIEF, AND DOUGLAS R. GOODMAN				
 14 15 16 17 18 19 	STATE OF MINNESOTA DISTRICT COURT COUNTY OF RAMSEY SECOND JUDICIAL DISTRICT Case Type: Other Civil (Consumer Protection) Court File No				
20 21 22	In the Matter of Start Connecting LLC. DECLARATION OF DOUGLAS R. GOODMAN				
23 24					
25 26					
27 28					
	13317.0003/16673822.1 Declaration of Douglas R. Goodman				

1	
1	DECLARATION OF DOUGLAS R. GOODMAN
2	 I, Douglas R. Goodman, state and declare as follows: 1. I am the President and Chief Executive Officer of START CONNECTING LLC
3	dba USA STUDENT DEBT RELIEF ("Start Connecting"). I have held these positions for 14
1	years. In that capacity, I am familiar with the organization and its records. I reside in Sarasota
5	Florida.2. On or about November 27, 2023, I provided Start Connecting's list of Minnesot
5	customers to Evan Romanoff via email. The list is attached hereto as Exhibit A.
	3. The list of customers (Exhibit A) includes all Minnesota customers of Start
-	Connecting from November 18, 2020 through November 27, 2023.
3	
)	Pursuant to Minn. Stat. § 358.116, I declare under penalty of perjury that everything
	have stated in this document is true and correct.
)	Executed December _14_, 2023, at Sancisofa_, County of Sancisofatate of
	Florida.
2	Douglas R. Goodman
3	Douglas R. Goodman
i	
3	13317.0003/16673239.2 1

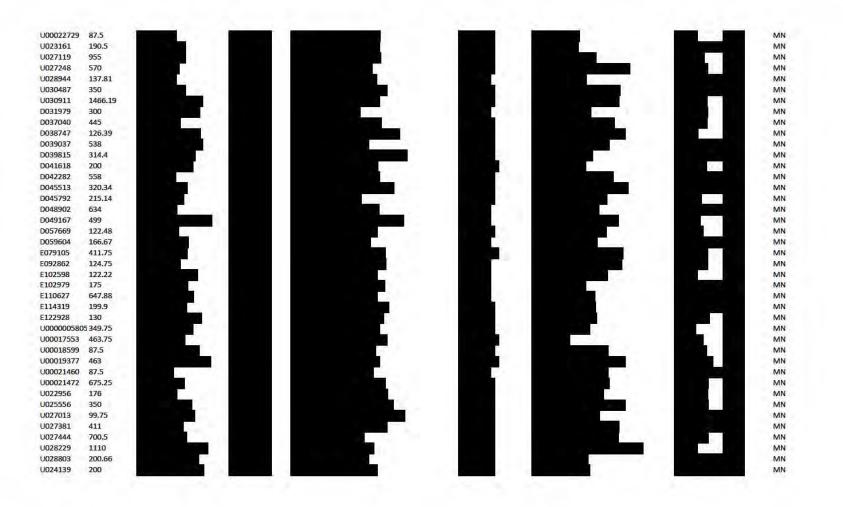
Exhibit A

Carson Attachment NN, Page 3 of 5

Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 188 of 189 PageID 1209 PX19 Page 406 of 407



Case 8:24-cv-01626-KKM-AAS Document 3-5 Filed 07/09/24 Page 189 of 189 PageID 1210 PX19 Page 407 of 407



UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA TAMPA DIVISION

7

FEDERAL TRADE COMMISSION,	Case No
Plaintiff,	Case No
v. START CONNECTING LLC, d/b/a USA Student Debt Relief, a Florida limited liability company; START CONNECTING SAS, d/b/a USA Student Debt Relief, a Colombia	[Proposed] <i>EX PARTE</i> TEMPORARY RESTRAINING ORDER WITH ASSET FREEZE, APPOINTMENT OF TEMPORARY RECEIVER, AND OTHER EQUITABLE RELIEF, AND ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION
corporation;	SHOULD NOT ISSUE
DOUGLAS R. GOODMAN, individually and as an officer of START CONNECTING LLC;	FILED UNDER SEAL
DORIS E. GALLON-GOODMAN, individually and as an officer of START CONNECTING LLC; and	
JUAN S. ROJAS, individually and as an officer of START CONNECTING LLC and START CONNECTING SAS,	
Defendants.	

Plaintiff, the Federal Trade Commission, has filed its Complaint for Permanent Injunction and Other Equitable Relief pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 53(b) and 57b, Section 6(b) of the Telemarketing and Consumer Fraud and Abuse Prevention Act ("Telemarketing Act"), 15 U.S.C. § 6105(b), and Section 522(a) of the Gramm-Leach-Bliley Act ("GLB Act"), 15 U.S.C. § 6822(a), and has moved, pursuant to Federal Rule Civil Procedure 65(b), for a temporary restraining order, asset freeze, other equitable relief, and an order to show cause why a preliminary injunction should not issue against Defendants.

FINDINGS OF FACT

The Court, having considered the Complaint and Plaintiff's *ex parte* Emergency Motion for a Temporary Restraining Order, along with the declarations, exhibits, and the memorandum of points and authorities filed in support thereof, and being otherwise advised, finds that:

A. This Court has jurisdiction over the subject matter of this case, and there is good cause to believe that it will have jurisdiction over all parties hereto and that venue in this district is proper.

B. In numerous instances, Defendants have made material misrepresentations regarding their student loan debt relief services, published fake reviews and testimonials, employed unfair practices toward monolingual Spanish-speaking consumers, taken illegal advance fees, engaged in illegal telemarketing, and used false, fictitious, or fraudulent statements to obtain or attempt to obtain customer information of a financial institution.

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C. There is good cause to believe that Defendants Douglas R.

Goodman, Doris E. Gallon-Goodman, Juan S. Rojas, Start Connecting LLC, and Start Connecting SAS have engaged in and are likely to engage in acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), multiple provisions of the FTC's Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310, and Section 521 of the GLB Act, 15 U.S.C. § 6821, and that Plaintiff is therefore likely to prevail on the merits of this action. As demonstrated by consumer declarations, transcripts of calls, consumer complaints, and the additional evidence and documentation filed by the FTC, the FTC has established a likelihood of success in showing that Defendants have:

- Made deceptive representations in the marketing and sale of student loan debt relief services in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the TSR, 16 C.F.R. § 310.3(a)(2)(x);
- 2. Made false advertisements in or affecting commerce by posting fabricated reviews and testimonials in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a);
- Provided key documents in a language other than the one Defendants used to offer their debt relief services, in violation of Section 5 of the FTC Act, *id.* § 45;

- 4. Collected unlawful advance fees from consumers in violation of the TSR, 16 C.F.R. § 310.4(a)(5)(i);
- 5. Misrepresented an affiliation with, or endorsementor sponsorship by, the United States Department of Education or federal student loan servicers in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the TSR, 16 C.F.R. § 310.3(a)(2)(vii);
- Engaged, or caused a Telemarketer to engage, in initiating an Outbound Telephone Call to a person's telephone number on the National Do Not Call Registry in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(B);
- 7. Initiated, or caused others to initiate, an Outbound Telephone Call to a telephone number within a given area code when Defendants had not, either directly or through another person, paid the required annual fee for access to telephone numbrs within that area code that are included in the National Do Not Call Registry, in violation of the TSR, 16 C.F.R. § 310.8; and
- 8. Obtained customer information of a financial institution relating to another person by making false, fictitious, or

fraudulent statements, in violation of Section 521 of the GLB Act, 15 U.S.C. § 6821.

D. There is good cause to believe that, since July 12, 2021, Defendants have taken in gross revenues (less chargebacks) of at least \$6.47 million as a result of their unlawful practices.

E. There is good cause to believe that immediate and irreparable harm will result from Defendants' ongoing violations of the FTC Act, the TSR, and the GLB Act, unless Defendants are restrained and enjoined by order of this Court.

F. There is good cause to believe that immediate and irreparable damage to the Court's ability to grant effective final relief for consumers including monetary restitution, rescission or reformation of contracts, or the refund of money or return of property—will occur from the sale, transfer, destruction, or other disposition or concealment by Defendants of their assets or records, unless Defendants are immediately restrained and enjoined by order of this Court; and that, in accordance with Federal Rule of Civil Procedure 65(b), the interests of justice require that this Order be granted without prior notice to Defendants. Thus, there is good cause for relieving Plaintiff of the duty to provide Defendants with prior notice of its Motion for a Temporary Restraining Order.

 $\mathbf{5}$

G. Good cause exists for appointing a temporary receiver over the Receivership Entities, freezing Defendants' assets, permitting the Plaintiff and the Receiver immediate access to the Defendants' business records, assets, and hardware, and permitting the Plaintiff and the Receiver to take expedited discovery.

H. Weighing the equities and considering Plaintiff's likelihood of ultimate success on the merits, a temporary restraining order with an asset freeze, the appointment of a temporary receiver, immediate access to business records and assets, expedited discovery, repatriation obligations, and other equitable relief is in the public interest.

I. This Court has authority to issue this Order pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b), 57b; Federal Rule of Civil Procedure 65; and the All Writs Act, 28 U.S.C. § 1651.

J. No security is required of any agency of the United States for issuance of a temporary restraining order. Fed. R. Civ. P. 65(c).

DEFINITIONS

For the purpose of this Order, the following definitions shall apply:

A. **"Asset"** means any legal or equitable interest in, right to, or claim to, any property, wherever located and by whomever held.

B. **"Assisting Others"** includes: (a) performing customer service functions, including receiving or responding to consumer complaints;

(b) formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including any telephone sales script, direct mail solicitation, or the design, text, or use of images of any Internet website, email, or other electronic communication; (c) formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including web or Internet Protocol addresses or domain name registration for any Internet websites, affiliate marketing services, or media placement services; (d) providing names of, or assisting in the generation of, potential customers; (e) performing marketing, billing, payment processing, or payment services of any kind; or (f) acting or serving as an owner, officer, director, manager, or principal of any entity.

C. "Corporate Defendant(s)" means Start Connecting LLC, also d/b/a as USA Student Debt Relief, Start Connecting SAS, and each of their subsidiaries, affiliates, successors, and assigns.

D. **"Debt Relief Service"** means any program or service represented, directly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a person and one or more unsecured creditors or debt collectors, including, but not limited to, a reduction in the balance, interest rate, or fees owed by a person to an unsecured creditor or debt collector.

E. **"Defendant(s)"** means Corporate Defendants, Douglas R. Goodman, Doris E. Gallon-Goodman, and Juan S. Rojas, individually, collectively, or in any combination.

F. "Document" is synonymous in meaning and equal in scope to the usage of "document" and "electronically stored information" in Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts, photographs, sound and video recordings, images, Internet sites, web pages, websites, electronic correspondence, including e-mail and instant messages, contracts, accounting data, advertisements, FTP Logs, Server Access Logs, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, computer records, customer or sales databases and any other electronically stored information, including Documents located on remote servers or cloud computing systems, and other data or data compilations from which information can be obtained directly or, if necessary, after translation into a reasonably usable form. A draft or non-identical copy is a separate Document within the meaning of the term.

G. **"Electronic Data Host"** means any person or entity in the business of storing, hosting, or otherwise maintaining electronically stored

information. This includes, but is not limited to, any entity hosting a website or server, and any entity providing "cloud based" electronic storage.

H. **"Established Business Relationship"** means a relationship between the Seller and a person based on: (a) the person's purchase, rental, or lease of the Seller's goods or services or a financial transaction between the person and the Seller, within 18 months immediately preceding the date of the Telemarketing call; or (b) the person's inquiry or application regarding a product or service offered by the Seller, within 3 months immediately preceding the date of a Telemarketing call.

I. "Individual Defendant(s)" means Douglas R. Goodman, Doris
E. Gallon-Goodman, and Juan S. Rojas, individually, collectively, or in any combination.

J. "National Do Not Call Registry" means the "do-not-call" registry of telephone numbers maintained by the Commission pursuant to 16 C.F.R. § 310.4(b)(1)(iii)(B).

K. **"Outbound Telephone Call"** means a telephone call initiated by a Telemarketer to induce the purchase of goods or services or to solicit a charitable contribution.

L. **"Receiver"** means the temporary receiver appointed in Section XI of this Order and any deputy receivers that shall be named by the temporary receiver.

M. "Receivership Entities" means Corporate Defendants as well as any other entity that has conducted any business related to Defendants' marketing of Debt Relief Services, including receipt of Assets derived from any activity that is the subject of the Complaint in this matter, and that the Receiver determines is controlled or owned by any Defendant.

N. **"Seller"** means any person who, in connection with a Telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services to the customer in exchange for consideration.

O. **"Telemarketer"** means any person who, in connection with Telemarketing, initiates or receives telephone calls to or from a customer or donor.

P. **"Telemarketing"** means a plan, program, or campaign (whether or not covered by the TSR, 16 C.F.R. Part 310) that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

ORDER

I. PROHIBITED BUSINESS ACTIVITIES

IT IS THEREFORE ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, in

connection with the advertising, marketing, promoting, or offering for sale of any goods or services, are temporarily restrained and enjoined from:

A. Misrepresenting or Assisting Others in misrepresenting, expressly or by implication, any material fact, including, but not limited to:

- That Defendants are affiliated or work directly with the U.S. Department of Education or federal student loan servicers;
- 2. That Defendants will enroll consumers in a student loan repayment or forgiveness program that will reduce their monthly payments to a guaranteed low, fixed amount for a set number of years, at which point the remaining balance will be forgiven in full;
- 3. That consumers must pay an advance fee to enroll in federal loan repayment or forgiveness programs;
- 4. That consumers' monthly payments to Defendants will be applied toward consumers' student loans; and
- 5. Any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics;

B. Misrepresenting or Assisting Others in misrepresenting, expressly or by implication that any consumer review or endorsement is truthful or was made by an actual user of such product or service;

C. Failing to provide a purchaser of Defendants' Debt Relief Service with any documents—including purchase agreements that outline the cancellation policy and state other material terms of purchase—in the same language as the primary language used in the telephone call(s) offering Defendants' Debt Relief Service for sale to that purchaser;

D. Providing, offering to provide, or arranging for others to provide any Debt Relief Service and requesting or receiving payment of any fee or consideration for any Debt Relief Service, until and unless:

- The Seller or Telemarketer has renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the customer;
- 2. The customer has made at least one payment pursuant to that settlement agreement, debt management plan, or other valid contractual agreement between the customer and the creditor or debt collector; and

- 3. To the extent that debts enrolled in a service are renegotiated, settled, reduced, or otherwise altered individually, the fee or consideration either:
 - a. Bears the same proportional relationship to the total fee for renegotiating, settling, reducing, or altering the terms of the entire debt balance as the individual debt amount bears to the entire debt amount. The individual debt amount and the entire debt amount are those owed at the time the debt was enrolled in the service; or
 - b. Is a percentage of the amount saved as a result of the renegotiation, settlement, reduction, or alteration.
 The percentage charged cannot change from one individual to another. The amount saved is the difference between the amount owed at the time the debt was enrolled in the service and the amount actually paid to satisfy the debt;

E. Initiating or causing others to initiate Outbound Telephone Calls to consumers who have registered their telephone numbers on the National Do Not Call Registry, unless:

- 1. Defendants have obtained the express agreement, in writing, of such person to place calls to that person. Such written agreement shall clearly evidence such person's authorization that calls made by or on behalf of Defendants may be placed to that person, and shall include the telephone number to which the calls may be placed and the signature of that person; or
- 2. Defendants have an Established Business Relationship with such person, and that person has not previously stated that he or she does not wish to receive Outbound Telephone Calls made by or on behalf of Defendants; and

F. Initiating or causing others to initiate any Outbound Telephone Call to a telephone number within a given area code when the annual fee for access to the telephone numbers within that area code that are on the National Do Not Call Registry has not been paid by or on behalf of Defendants, unless the telephone call is:

- 1. A solicitation to induce charitable contributions;
- 2. To a business;
- To persons who have given the Seller their express agreement, in writing and signed, to receive calls from Defendants; or

 To persons who have an Established Business Relationship with Defendants.

II. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily restrained and enjoined from:

A. Selling, renting, leasing, transferring, or otherwise disclosing the name, address, birth date, telephone number, email address, credit card number, debit card number, bank account number, Social Security number, loan account number, login information associated with any federal student loan program, or other financial or identifying information of any person that any Defendant obtained in connection with any activity that pertains to the subject matter of this Order; and

B. Benefitting from or using the name, address, birth date, telephone number, email address, credit card number, debit card number, bank account number, Social Security number, loan account number, login information associated with any federal student loan program, or other financial or identifying information of any person that any Defendant

obtained in connection with any activity that pertains to the subject matter of this Order.

Provided, however, that Defendants may disclose such identifying information to a law enforcement agency, to their attorneys as required for their defense, as required by any law, regulation, or court order, or in any filings, pleadings or discovery in this action in the manner required by the Federal Rules of Civil Procedure and by any protective order in the case.

III. ASSET FREEZE

IT IS FURTHER ORDERED that Defendants and their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily restrained and enjoined from:

A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, relinquishing, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any Assets that are:

- owned or controlled, directly or indirectly, by any Defendant;
- 2. held, in part or in whole, for the benefit of any Defendant;

- in the actual or constructive possession of any Defendant;
 or
- 4. owned or controlled by, in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant;

B. Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or storage facilities titled in the name of any Defendant or subject to access by any Defendant, except as necessary to comply with written requests from the Receiver acting pursuant to its authority under this Order;

C. Incurring charges or cash advances on any credit, debit, or ATM card issued in the name, individually or jointly, of any Corporate Defendant or any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any Defendant or of which any Defendant is an officer, director, member, or manager. This includes any corporate bank card or corporate credit card account for which any Defendant is, or was on the date that this Order was signed, an authorized signor; and

D. Cashing any checks or depositing any money orders or cash received from consumers, clients, or customers of any Defendant.

The Assets affected by this Section shall include: (1) all Assets of Defendants as of the time this Order is entered; and (2) Assets obtained by Defendants after this Order is entered if those Assets are derived from any activity that is the subject of the Complaint in this matter or that is prohibited by this Order. This Section does not prohibit any transfers to the Receiver or repatriation of foreign Assets specifically required by this Order.

IV. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES IT IS FURTHER ORDERED that any financial or brokerage

institution, Electronic Data Host, credit card processor, payment processor, merchant bank, acquiring bank, independent sales organization, third party processor, payment gateway, insurance company, business entity, or person who receives actual notice of this Order (by service or otherwise) that:

(a) has held, controlled, or maintained custody of, through an account or otherwise, any Document on behalf of any Defendant or any Asset that has been: owned or controlled, directly or indirectly, by any Defendant; held, in part or in whole, for the benefit of any Defendant; in the actual or constructive possession of any Defendant; or owned or controlled by, in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant; (b) has held, controlled, or maintained custody of, through an account or otherwise, any Document or Asset associated with credits, debits, or charges made on behalf of any Defendant, including reserve funds held by payment processors, credit card processors, merchant banks, acquiring banks, independent sales organizations, third party processors, payment gateways, insurance companies, or other entities; or

(c) has extended credit to any Defendant, including through a credit card account, shall:

A. Hold, preserve, and retain within its control and prohibit the withdrawal, removal, alteration, assignment, transfer, pledge, encumbrance, disbursement, dissipation, relinquishment, conversion, sale, or other disposal of any such Document or Asset, as well as all Documents or other property related to such Assets, except by further order of this Court; provided, however, that this provision does not prohibit an Individual Defendant from incurring charges on a personal credit card established prior to entry of this Order, up to the preexisting credit limit;

B. Deny any person, except the Receiver, access to any safe deposit
box, commercial mail box, or storage facility that is titled in the name of any
Defendant, either individually or jointly, or otherwise subject to access by any
Defendant;

C. Provide Plaintiff's counsel and the Receiver, within three (3) days of receiving a copy of this Order, a sworn statement setting forth, for each Asset or account covered by this Section:

- 1. The identification number of each such account or Asset;
- 2. The balance of each such account, or a description of the nature and value of each such Asset as of the close of business on the day on which this Order is served, and, if the account or other Asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other Asset was remitted; and
- 3. The identification of any safe deposit box, commercial mail box, or storage facility that is either titled in the name, individually or jointly, of any Defendant, or is otherwise subject to access by any Defendant; and

D. Upon the request of Plaintiff's counsel or the Receiver, promptly provide Plaintiff's counsel and the Receiver with copies of all records or other Documents pertaining to each account or Asset covered by this Section, including originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, including wire transfers and wire transfer instructions, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and all logs and records pertaining to safe deposit boxes, commercial mail boxes, and storage facilities.

Provided, however, that this Section does not prohibit any transfers to the Receiver or repatriation of foreign Assets specifically required by this Order.

V. FINANCIAL DISCLOSURES

IT IS FURTHER ORDERED that each Defendant, within five (5) days of service of this Order upon them, shall prepare and deliver to Plaintiff's counsel and the Receiver:

A. Completed financial statements on the forms attached to this Order as **Attachment A** (Financial Statement of Individual Defendant) for each Individual Defendant, and **Attachment B** (Financial Statement of Corporate Defendant) for each Corporate Defendant; and

B. Completed Attachment C (IRS Form 4506, Request for Copy of a Tax Return) for each Individual and Corporate Defendant.

VI. FOREIGN ASSET REPATRIATION

IT IS FURTHER ORDERED that, within five (5) days following the service of this Order, each Defendant shall:

A. Provide Plaintiff's counsel and the Receiver with a full accounting, verified under oath and accurate as of the date of this Order, of

all Assets, Documents, and accounts outside of the United States which are: (1) titled in the name, individually or jointly, of any Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant;

B. Take all steps necessary to provide Plaintiff's counsel and Receiver access to all Documents and records that may be held by third parties located outside of the territorial United States of America, including by signing the Consent to Release of Financial Records appended to this Order as **Attachment D**;

C. Transfer to the territory of the United States all Documents and Assets located in foreign countries which are: (1) titled in the name, individually or jointly, of any Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant; and

D. The same business day as any repatriation, (1) notify the Receiver and Plaintiff's counsel of the name and location of the financial

institution or other entity that is the recipient of such Documents or Assets; and (2) serve this Order on any such financial institution or other entity.

VII. NON-INTERFERENCE WITH REPATRIATION

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily restrained and enjoined from taking any action, directly or indirectly, which may result in the encumbrance or dissipation of foreign Assets, or in the hindrance of the repatriation required by this Order, including:

A. Sending any communication or engaging in any other act, directly or indirectly, that results in a determination by a foreign trustee or other entity that a "duress" event has occurred under the terms of a foreign trust agreement until such time that all Defendants' Assets have been fully repatriated pursuant to this Order; or

B. Notifying any trustee, protector, or other agent of any foreign trust or other related entities of either the existence of this Order, or of the fact that repatriation is required pursuant to a court order, until such time that all Defendants' Assets have been fully repatriated pursuant to this Order.

VIII. CONSUMER CREDIT REPORTS

IT IS FURTHER ORDERED that Plaintiff may obtain consumer

reports concerning any Defendants pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1), and that, upon written request, any consumer reporting agency from which such reports are requested shall provide them to Plaintiff.

IX. PRESERVATION OF RECORDS

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily restrained and enjoined from:

A. Destroying, erasing, falsifying, writing over, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, directly or indirectly, Documents that relate to: (1) the business, business practices, Assets, or business or personal finances of any Defendant; (2) the business practices or finances of entities directly or indirectly under the control of any Defendant; or (3) the business practices or finances of entities directly or indirectly under common control with any other Defendant; and

 $\mathbf{24}$

B. Failing to create and maintain Documents that, in reasonable detail, accurately, fairly, and completely reflect Defendants' incomes and/or disbursements, transactions, and use of Defendants' Assets.

X. REPORT OF NEW BUSINESS ACTIVITY

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily restrained and enjoined from creating, operating, or exercising any control over any business entity, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first providing Plaintiff's counsel and the Receiver with a written statement disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals, managers, and employees; and (4) a detailed description of the business entity's intended activities.

XI. TEMPORARY RECEIVER

IT IS FURTHER ORDERED that

is

appointed as temporary receiver of the Receivership Entities with full powers of an equity receiver. The Receiver shall be solely the agent of this Court in acting as Receiver under this Order.

XII. DUTIES AND AUTHORITY OF RECEIVER

IT IS FURTHER ORDERED that the Receiver is directed and authorized to accomplish the following:

A. Assume full control of Receivership Entities by removing, as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee, attorney, or agent of any Receivership Entity from control of, management of, or participation in the affairs of the Receivership Entity;

B. Take exclusive custody, control, and possession of all Assets and Documents of, or in the possession, custody, or under the control of, any Receivership Entity, wherever situated;

C. Take exclusive custody, control, and possession of all Documents or Assets associated with credits, debits, or charges made on behalf of any Receivership Entity, wherever situated, including reserve funds held by payment processors, credit card processors, merchant banks, acquiring banks, independent sales organizations, third party processors, payment gateways, insurance companies, or other entities;

D. Conserve, hold, manage, and prevent the loss of all Assets of the Receivership Entities, and perform all acts necessary or advisable to preserve the value of those Assets. The Receiver shall assume control over the income and profits therefrom and all sums of money now or hereafter due or owing to

the Receivership Entities. The Receiver shall have full power to sue for, collect, and receive all Assets of the Receivership Entities and of other persons or entities whose interests are now under the direction, possession, custody, or control of the Receivership Entities. Provided, however, that the Receiver shall not attempt to collect any amount from a consumer if the Receiver believes the consumer's debt to the Receivership Entities has resulted from the deceptive acts or practices or other violations of law alleged in the Complaint in this matter, without prior Court approval;

E. Obtain, conserve, hold, manage, and prevent the loss of all Documents of the Receivership Entities, and perform all acts necessary or advisable to preserve such Documents. The Receiver shall: divert mail; preserve all Documents of the Receivership Entities that are accessible via electronic means (such as online access to financial accounts and access to electronic Documents held onsite or by Electronic Data Hosts) by changing usernames, passwords or other log-in credentials; take possession of all electronic Documents of the Receivership Entities stored onsite or remotely; take whatever steps necessary to preserve all such Documents; and obtain the assistance of the FTC's Digital Forensic Unit for the purpose of obtaining electronic Documents stored onsite or remotely.

F. Choose, engage, and employ attorneys, accountants, appraisers, and other independent contractors and technical specialists, as the Receiver

deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order;

G. Make payments and disbursements from the receivership estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order, and to incur, or authorize the making of, such agreements as may be necessary and advisable in discharging his or her duties as Receiver. The Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred by the Receivership Entities prior to the date of entry of this Order, except payments that the Receiver deems necessary or advisable to secure Assets of the Receivership Entities, such as rental payments;

H. Take all steps necessary to secure and take exclusive custody of each non-residential location from which the Receivership Entities operate their businesses. Such steps may include, but are not limited to, any of the following, as the Receiver deems necessary or advisable: (1) securing the location by changing the locks and alarm codes and disconnecting any Internet access or other means of access to the computers, servers, internal networks, or other records maintained at that location; and (2) requiring any persons present at the location to leave the premises, to provide the Receiver with proof of identification, and/or to demonstrate to the satisfaction of the Receiver that such persons are not removing from the premises Documents or

Assets of the Receivership Entities. Law enforcement personnel, including police or sheriffs, may assist the Receiver in implementing these provisions in order to keep the peace and maintain security. If requested by the Receiver, the United States Marshal will provide appropriate and necessary assistance to the Receiver to implement this Order and is authorized to use any necessary and reasonable force to do so;

I. Take all steps necessary to prevent the modification, destruction, or erasure of any web page or website registered to and operated, in whole or in part, by any Defendant(s), and to provide access to all such web page or websites to Plaintiff's representatives, agents, and assistants, as well as Defendants and their representatives;

J. Enter into and cancel contracts and purchase insurance as advisable or necessary;

K. Prevent the inequitable distribution of Assets and determine, adjust, and protect the interests of consumers who have transacted business with the Receivership Entities;

L. Make an accounting, as soon as practicable, of the Assets and financial condition of the receivership and file the accounting with the Court and deliver copies thereof to all parties;

M. Institute, compromise, adjust, appear in, intervene in, defend, dispose of, or otherwise become party to any legal action in state, federal, or

foreign courts or arbitration proceedings as the Receiver deems necessary and advisable to preserve or recover the Assets of the Receivership Entities, or to carry out the Receiver's mandate under this Order, including actions challenging fraudulent or voidable transfers;

N. Issue subpoenas to obtain Documents and records pertaining to the Receivership, and conduct discovery in this action on behalf of the receivership estate, in addition to obtaining other discovery as set forth in this Order;

O. Open one or more bank accounts at designated depositories for funds of the Receivership Entities. The Receiver shall deposit all funds of the Receivership Entities in such designated accounts and shall make all payments and disbursements from the receivership estate from such accounts. The Receiver shall serve copies of monthly account statements on all parties;

P. Maintain accurate records of all receipts and expenditures incurred as Receiver;

. Allow the Plaintiffs' representatives, agents, and assistants, as well as Defendants' representatives and Defendants themselves, reasonable access to the non-residential premises of the Receivership Entities, or any other premises where the Receivership Entities conduct business. The purpose of this access shall be to inspect and copy any and all books, records,

Documents, accounts, and other property owned by, or in the possession of, the Receivership Entities or their agents. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access;

R. Allow the Plaintiffs' representatives, agents, and assistants, as
well as Defendants and their representatives, reasonable access to all
Documents in the possession, custody, or control of the Receivership Entities;

S. Cooperate with reasonable requests for information or assistance from any state or federal civil or criminal law enforcement agency;

T. Suspend business operations of the Receivership Entities if in the judgment of the Receiver such operations cannot be continued legally and profitably;

U. If the Receiver identifies a nonparty entity as a Receivership Entity, promptly notify the entity as well as the parties, and inform the entity that it can challenge the Receiver's determination by filing a motion with the Court. Provided, however, that the Receiver may delay providing such notice until the Receiver has established control of the nonparty entity and its Assets and records, if the Receiver determines that notice to the entity or the parties before the Receiver establishes control over the entity may result in the destruction of records, dissipation of Assets, or any other obstruction of the Receiver's control of the entity; and

V. If in the Receiver's judgment the business operations cannot be continued legally and profitably, take all steps necessary to ensure that any of the Receivership Entities' web pages or websites relating to the activities alleged in the Complaint cannot be accessed by the public, or are modified for consumer education and/or informational purposes, and take all steps necessary to ensure that any telephone numbers associated with the Receivership Entities cannot be accessed by the public, or are answered solely to provide consumer education or information regarding the status of operations.

XIII. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER

IT IS FURTHER ORDERED that Defendants and any other person with possession, custody or control of property of, or records relating to, the Receivership Entities shall, upon notice of this Order by personal service or otherwise, fully cooperate with and assist the Receiver in taking and maintaining possession, custody, or control of the Assets and Documents of the Receivership Entities and immediately transfer or deliver to the Receiver possession, custody, and control of, the following:

A. All Assets held by or for the benefit of the Receivership Entities;

B. All Documents or Assets associated with credits, debits, or charges made on behalf of any Receivership Entity, wherever situated, including reserve funds held by payment processors, credit card processors,

merchant banks, acquiring banks, independent sales organizations, third party processors, payment gateways, insurance companies, or other entities;

C. All Documents of or pertaining to the Receivership Entities;

D. All computers, electronic devices, mobile devices, and other machines used to conduct the business of the Receivership Entities;

E. All Assets and Documents belonging to other persons or entities whose interests are under the direction or in the possession, custody, or control of the Receivership Entities; and

F. All keys, codes, usernames, and passwords necessary to gain or to secure access to any Assets or Documents of or pertaining to the Receivership Entities, including access to their non-residential business premises, means of communication, accounts, computer systems (onsite and remote),

Electronic Data Hosts, or other property.

In the event that any person or entity fails to deliver or transfer any Asset or Document, or otherwise fails to comply with any provision of this Section, the Receiver may file an Affidavit of Non-Compliance regarding the failure and a motion seeking compliance or a contempt citation.

XIV. PROVISION OF INFORMATION TO RECEIVER

IT IS FURTHER ORDERED that Defendants shall immediately provide to the Receiver:

A. A list of all Assets and accounts of the Receivership Entities that are held in any name other than the name of a Receivership Entity, or by any person or entity other than a Receivership Entity;

B. A list of all agents, employees, officers, attorneys, servants, and those persons in active concert and participation with the Receivership
Entities, or who have been associated or done business with the Receivership
Entities; and

C. A description of any Documents covered by attorney-client privilege or attorney work product, including files where such Documents are likely to be located, authors or recipients of such Documents, and search terms likely to identify such electronic Documents.

XV. COOPERATION WITH THE RECEIVER

IT IS FURTHER ORDERED that Defendants; Receivership Entities; Defendants' or Receivership Entities' officers, agents, employees, and attorneys; all other persons in active concert or participation with any of them; and any other persons with possession, custody, or control of property of or records relating to the Receivership Entities who receive actual notice of this Order shall fully cooperate with and assist the Receiver. This cooperation and assistance shall include providing information to the Receiver that the Receiver deems necessary to exercise the authority and discharge the responsibilities of the Receiver under this Order; providing any keys, codes,

usernames, and passwords required to access any computers, electronic devices, mobile devices, other machines (onsite or remotely), and any cloud account (including specific method to access account) or electronic file in any medium; advising all persons who owe money to any Receivership Entity that all debts should be paid directly to the Receiver; and transferring funds at the Receiver's direction and producing records related to the Assets and sales of the Receivership Entities.

XVI. NON-INTERFERENCE WITH THE RECEIVER

IT IS FURTHER ORDERED that Defendants; Receivership Entities; Defendants' or Receivership Entities' officers, agents, employees, attorneys; and all other persons in active concert or participation with any of them, who receive actual notice of this Order, and any other person served with a copy of this Order, are hereby restrained and enjoined from directly or indirectly:

A. Interfering with the Receiver's efforts to manage or take custody, control, or possession of the Assets or Documents subject to the receivership;

B. Transacting any of the business of the Receivership Entities;

C. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any Assets owned, controlled, or in the possession or custody of, or in which an interest is held or claimed by, the Receivership Entities; or

D. Refusing to cooperate with the Receiver or the Receiver's duly authorized agents in the exercise of their duties or authority under any order of this Court.

XVII. STAY OF ACTIONS

IT IS FURTHER ORDERED that, except by leave of this Court, during the pendency of the receivership ordered herein, Defendants, Defendants' officers, agents, employees, attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, and their corporations, subsidiaries, divisions, or affiliates, and all investors, creditors, stockholders, lessors, customers and other persons seeking to establish or enforce any claim, right, or interest against or on behalf of Defendants, and all others acting for or on behalf of such persons, are hereby enjoined from taking action that would interfere with the exclusive jurisdiction of this Court over the Assets or Documents of the Receivership Entities, including:

A. Filing or assisting in the filing of a petition for relief under the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, or of any similar insolvency proceeding on behalf of the Receivership Entities;

B. Commencing, prosecuting, or continuing a judicial,
 administrative, or other action or proceeding against the Receivership
 Entities, including the issuance or employment of process against the

Receivership Entities, except that such actions may be commenced if necessary to toll any applicable statute of limitations;

C. Filing or enforcing any lien on any Asset of the Receivership Entities; taking or attempting to take possession, custody, or control of any Asset of the Receivership Entities; or attempting to foreclose, forfeit, alter, or terminate any interest in any Asset of the Receivership Entities, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise. Provided, however, that this Order does not stay: (1) the commencement or continuation of a criminal action or proceeding; (2) the commencement or continuation of an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power; or (3) the enforcement of a judgment, other than a money judgment, obtained in an action or proceeding by a governmental unit's police or regulatory power.

XVIII. COMPENSATION OF RECEIVER

IT IS FURTHER ORDERED that the Receiver and all personnel hired by the Receiver as herein authorized, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-ofpocket expenses incurred by them, from the Assets now held by, in the possession or control of, or which may be received by, the Receivership

Entities. The Receiver shall file with the Court and serve on the parties periodic requests for the payment of such reasonable compensation, with the first such request filed no more than sixty (60) days after the date of entry of this Order. The Receiver shall not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

XIX. RECEIVER'S BOND

IT IS FURTHER ORDERED that the Receiver is not required to file a bond with the Clerk of Court until further order of this Court, on the condition that the Receiver will well and truly perform the duties of the office and abide by and perform all acts the Court directs.

XX. RECEIVER'S REPORTS

IT IS FURTHER ORDERED that the Receiver shall report to this Court on or before any date set for a hearing on whether a Preliminary Injunction should issue, regarding (1) the steps taken by the Receiver to implement the terms of this Order; (2) the value of all liquidated and unliquidated Assets of the Receivership Entities; (3) the sum of all liabilities of the Receivership Entities; (4) the steps the Receiver intends to take in the future to (a) prevent any diminution in the value of Assets of the Receivership Entities, (b) pursue receivership Assets from third parties, and (c) adjust the liabilities of the Receivership Entities, if appropriate; (5) whether the business of the Receivership Entities can be operated lawfully and profitably; and (6) any other matters that the Receiver believes should be brought to the Court's attention. Provided, however, that if any of the required information would hinder the Receiver's ability to pursue receivership Assets, the portions of the Receiver's report containing such information may be filed under seal and not served on the parties.

XXI. IMMEDIATE ACCESS TO BUSINESS RECORDS AND ASSETS IT IS FURTHER ORDERED that:

A. In order to preserve Assets and evidence relevant to this action and to expedite discovery, Defendants must provide the Receiver with immediate access to all Documents that are business records of the Receivership Entities and facilitate the immediate transfer of all Receivership Entities' Assets and hardware to the Receiver. Any such Documents, Assets, and hardware located at 1412 Pine Bay Drive, Sarasota, Florida, 34231 or at any additional location(s) leased or used by the Receivership Entities, or that are otherwise in the possession, custody, or control of any Individual Defendant or Receivership Entity, must be produced to the Receiver immediately upon request or within twelve (12) hours of service of this Order, whichever is earlier.

B. The Receiver and the Receiver's representatives, agents,
 contractors, and assistants are authorized to obtain the assistance of federal,
 state, and local law enforcement officers as they deem necessary to effect

service and to ensure their safety when requesting and securing access to the Defendants' Documents, hardware, and Assets, including at 1412 Pine Bay Drive, Sarasota, Florida, 34231 or at any additional location owned, leased, or used by the Receivership Entities;

C. Immediately upon the Receiver's request, Defendants shall provide the Receiver with any electronic information storage device, personal or laptop computer, mobile phone, server, or tablet that holds information of the Receivership Entities, along with any codes or passwords needed for access. If any communications or records of any Receivership Entity are stored with an Electronic Data Host, such Entity shall, immediately upon receiving notice of this order, provide the Receiver with the username, passwords, and any other login credential needed to access the communications and records, and shall not attempt to access, or cause a third party to attempt to access, the communications or records. The Receiver may request the assistance of FTC employees and agents to access, secure, copy, and download such communications and records on behalf of the Receiver;

D. Immediately upon receiving notice of this Order, Defendants must provide the Receiver with the addresses of all business premises, mail drops, or other addresses used by the Receivership Entities, including any addresses where employees of the Receivership Entities work from. Furthermore, Defendants and all employees of the Receivership Entities,

upon receiving notice of this Order, shall provide the Receiver and the Receiver's employees and agents with immediate and unemcumbered access to all business records for the purpose of taking possession of and inventorying the Receivership Entities' business records, including all Documents that may be related to this action, including all records of the Receivership Entities and all records of any payments or Assets received by Individual Defendants derived from the Receivership Entities;

E. If any Documents, computers, or electronic storage devices containing information related to the business practices or finances of the Receivership Entities are at a location other than those listed herein, including personal residence(s) of any Defendant, then, immediately upon receiving notice of this order, Defendants and Receivership Entities shall produce to the Receiver all such Documents, computers, and electronic storage devices, along with any codes or passwords needed for access. In order to prevent the destruction of computer data, upon service of this Order, any such computers or electronic storage devices shall be powered down in the normal course of the operating system used on such devices and shall not be powered up or used until produced for copying and inspection;

F. After the Receiver has taken possession of and secured the Assets, hardware, and Documents obtained pursuant to this Order, the Receiver shall allow Plaintiff to take temporary possession of these materials

in order that they may be inventoried and copied. Plaintiff shall return any removed materials to the Receiver within five (5) business days of completing inventorying and copying, or such time as is agreed upon by Plaintiff and the Receiver; and

G. Plaintiff's access to the Receivership Entities' Documents pursuant to this Section shall not provide grounds for any Defendant to object to any subsequent request for Documents served by Plaintiff.

XXII. DISTRIBUTION OF ORDER BY DEFENDANTS

IT IS FURTHER ORDERED that Defendants shall immediately provide a copy of this Order to each affiliate, Telemarketer, marketer, sales entity, successor, assign, member, officer, director, employee, agent, independent contractor, client, attorney, spouse, subsidiary, division, and representative of any Defendant, and shall, within ten (10) days from the date of entry of this Order, and provide Plaintiff and the Receiver with a sworn statement that this provision of the Order has been satisfied, which statement shall include the names, physical addresses, phone number, and email addresses of each such person or entity who received a copy of the Order. Furthermore, Defendants shall not take any action that would encourage officers, agents, members, directors, employees, salespersons, independent contractors, attorneys, subsidiaries, affiliates, successors, assigns or other persons or entities in active concert or participation with

them to disregard this Order or believe that they are not bound by its provisions.

XXIII. EXPEDITED DISCOVERY

IT IS FURTHER ORDERED that, notwithstanding the provisions of Federal Rules of Civil Procedure 26(d) and (f) and 30(a)(2)(A)(iii), and pursuant to Federal Rules of Civil Procedure 30(a), 33, 34, and 45, Plaintiff and the Receiver are granted leave, at any time after service of this Order, to conduct limited expedited discovery for the purpose of discovering: (1) the nature, location, status, and extent of Defendants' Assets; (2) the nature, location, and extent of Defendants' business transactions and operations; (3) Documents reflecting Defendants' business transactions and operations; or (4) compliance with this Order. The limited expedited discovery set forth in this Section shall proceed as follows:

A. Plaintiff and the Receiver may take the deposition of parties and non-parties. Forty-eight (48) hours' notice shall be sufficient notice for such depositions. The limitations and conditions set forth in Federal Rules of Civil Procedure 30(a)(2)(A) and 31(a)(2)(A)regarding subsequent depositions of an individual shall not apply to depositions taken pursuant to this Section. Any such deposition taken pursuant to this Section shall not be counted towards the deposition limit set forth in Rules 30(a)(2)(A) and 31(a)(2)(A), and depositions may be taken by telephone or other remote electronic means;

B. Plaintiff and the Receiver may serve upon parties requests for production of Documents or inspection that require production or inspection within five (5) days of service; provided, however, that three (3) days' notice shall be deemed sufficient for the production of any such Documents that are maintained or stored only in an electronic format;

C. Plaintiff and the Receiver may serve upon parties interrogatories that require response within five (5) days of service;

D. Plaintiff and the Receiver may serve subpoenas upon non-parties that direct production or inspection within five (5) days of service;

E. Service of discovery upon a party to this action, taken pursuant to this Section, shall be sufficient if made by facsimile, email, or by overnight delivery;

F. Any expedited discovery taken pursuant to this Section is in addition to, and is not subject to, the limits on discovery set forth in the Federal Rules of Civil Procedure and the Local Rules of this Court. The expedited discovery permitted by this Section does not require a meeting or conference of the parties, pursuant to Federal Rule of Civil Procedure 26(d) and (f); and

G. The Parties are exempted from making initial disclosures under Federal Rule of Civil Procedure 26(a)(1) until further order of this Court.

XXIV. SERVICE OF THIS ORDER

IT IS FURTHER ORDERED that copies of this Order as well as the

Motion for Temporary Restraining Order and all other pleadings, Documents, and exhibits filed contemporaneously with that Motion (other than the complaint and summons), may be served by any means—including facsimile transmission, electronic mail or other electronic messaging, personal or overnight delivery, U.S. Mail or FedEx, by agents and employees of Plaintiff, by the Receiver, by any law enforcement agency, or by private process server—upon any Defendant or any person (including any financial institution) that may have possession, custody, or control of any Asset or Document of any Defendant, or that may be subject to any provision of this Order pursuant to Federal Rule of Civil Procedure 65(d)(2). For purposes of this Section, service upon any branch, subsidiary, affiliate, or office of any entity shall effect service upon the entire entity.

XXV. CORRESPONDENCE AND SERVICE ON PLAINTIFF

IT IS FURTHER ORDERED that, for the purpose of this Order, all correspondence and service of pleadings on Plaintiff shall be addressed to:

Nathan Nash D'Laney Gielow Karen Dodge Federal Trade Commission, Midwest Region 230 S. Dearborn, St. 3030 Chicago, IL 60604 Email: nnash@ftc.gov dgielow@ftc.gov kdodge@ftc.gov

XXVI. PRELIMINARY INJUNCTION HEARING

IT IS FURTHER ORDERED that, pursuant to Federal Rule of Civil

Procedure 65(b), Defendants shall appear before this Court on the

day of , 2024, at .m., to show cause, if there is any, why this Court should not enter a preliminary injunction, pending final ruling on the Complaint against Defendants, enjoining the violations of the law alleged in the Complaint, continuing the freeze of their Assets, continuing the receivership, and imposing such additional relief as may be appropriate.

XXVII. BRIEFS AND AFFIDAVITS CONCERNING PRELIMINARY INJUNCTION

IT IS FURTHER ORDERED that:

A. Defendants shall file with the Court and serve on Plaintiff's counsel any answering pleadings, affidavits, motions, expert reports or declarations, or legal memoranda no later than four (4) days prior to the order to show cause hearing scheduled pursuant to this Order. Plaintiff may file responsive or supplemental pleadings, materials, affidavits, or memoranda with the Court and serve the same on counsel for Defendants no later than one (1) day prior to the order to show Cause hearing. Provided that such affidavits, pleadings, motions, expert reports, declarations, legal memoranda or oppositions must be served by personal or overnight delivery, facsimile or email, and be received by the other party or parties no later than 5:00 p.m. (Eastern Time) on the appropriate dates set forth in this Section; and

An evidentiary hearing on Plaintiff's request for a preliminary В. injunction is not necessary unless Defendants demonstrate that they have, and intend to introduce, evidence that raises a genuine and material factual issue. The question of whether this Court should enter a preliminary injunction shall be resolved on the pleadings, declarations, exhibits, and memoranda filed by, and oral argument of, the parties. Live testimony shall be heard only on further order of this Court. Any motion to permit such testimony shall be filed with the Court and served on counsel for the other parties at least five (5) days prior to the preliminary injunction hearing in this matter. Such motion shall set forth the name, address, and telephone number of each proposed witness, a detailed summary or affidavit revealing the substance of each proposed witness's expected testimony, and an explanation of why the taking of live testimony would be helpful to this Court. Any papers opposing a timely motion to present live testimony or to present live testimony in response to another party's timely motion to present live testimony shall be filed with this Court and served on the other parties at least three (3) days prior to the order to show cause hearing.

Provided, however, that service shall be performed by personal or overnight delivery, facsimile or email, and Documents shall be delivered so that they shall be received by the other parties no later than 5:00 p.m. (Eastern Time) on the appropriate dates provided in this Section.

XXVIII. DURATION OF THIS ORDER

IT IS FURTHER ORDERED that this Order shall expire fourteen

(14) days from the date of entry noted below, unless within such time the Order is extended for an additional period pursuant to Federal Rule of Civil Procedure 65(b)(2).

XXIX. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes.

SO ORDERED, this day of , 2024, at .m.

UNITED STATES DISTRICT JUDGE

Temporary Restraining Order USA Student Debt Relief

<u>Attachment A</u> Financial Statement of Individual Defendant

Case 8:24-cv-01626-KKM-AAS Document 3-6 Filed 07/09/24 Page 50 of 81 PageID 1260 FEDERAL TRADE COMMISSION

FINANCIAL STATEMENT OF INDIVIDUAL DEFENDANT

Definitions and Instructions:

- 1. Complete all items. Enter "None" or "N/A" ("Not Applicable") in the first field only of any item that does not apply to you. If you cannot fully answer a question, explain why.
- 2. "Dependents" include your spouse, live-in companion, dependent children, or any other person, whom you or your spouse (or your children's other parent) claimed or could have claimed as a dependent for tax purposes at any time during the past five years.
- 3. "Assets" and "Liabilities" include ALL assets and liabilities, located within the United States or any foreign country or territory, whether held individually or jointly and whether held by you, your spouse, or your dependents, or held by others for the benefit of you, your spouse, or your dependents.
- 4. Attach continuation pages as needed. On the financial statement, state next to the Item number that the Item is being continued. On the continuation page(s), identify the Item number(s) being continued.
- 5. Type or print legibly.
- 6. Initial each page in the space provided in the lower right corner.
- 7. Sign and date the completed financial statement on the last page.

Penalty for False Information:

Federal law provides that any person may be imprisoned for not more than five years, fined, or both, if such person:

(1) "in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or devise a material fact; makes any materially false, fictitious or fraudulent statement or representation; or makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or fraudulent statement or entry" (18 U.S.C. § 1001);

(2) "in any . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true" (18 U.S.C. § 1621); or

(3) "in any (... statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information ... knowing the same to contain any false material declaration" (18 U.S.C. § 1623).

For a felony conviction under the provisions cited above, federal law provides that the fine may be not more than the greater of (i) \$250,000 for an individual or \$500,000 for a corporation, or (ii) if the felony results in pecuniary gain to any person or pecuniary loss to any person other than the defendant, the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571.

Case 8:24-cv-01626-KKM-AAS Document 3-6 Filed 07/09/24 Page 51 of 81 PageID 1261

AC ROUND INFORMATION

Item Information A out You			
Full Name	Social Security No.		
Current Address of Primary Residence	Driver's License No.		State Issued
	Phone Numbers	Date of Birth: / /	<u> </u>
	Home:() Fax: ()	(mm/dd/yy Place of Birth	уу)
Rent Own From (Date): / /	E-Mail Address		
Internet Home Page			
Pre ious Addresses for ast fi e years (if required, use additiona	l pages at end of form)		
Address		From: / / Until: (mm/dd/yyyy)	: / / (mm/dd/yyyy)
		Rent Own	
Address		From: / / Until:	/ /
		Rent Own	
Address		From: / / Until:	/ /
		Rent Own	
Identify any other name(s) and/or social security number(s) you have use	d, and the time period(s) d	luring which they	
were used:			
Item Information A out Your S ouse or Li e In Com	n anion		
Spouse/Companion s Name	Social Security No.	Date of Birth	
Address (if different from yours)	Phone Number	(mm/dd/yyyy) Place of Birth	
	()		
	Rent Own	From (Date): / / (mm/dd/yyyy	/)
Identify any other name(s) and/or social security number(s) you have use	d, and the time period(s) d	luring which they were used:	
Employer's Name and Address	Job Title		
	Years in Present Job	Annual Gross Salary/Wages	
		\$	
Item Information A out Your Pre ious S ouse	<u>.</u>		
Name and Address		Social Security No.	
		Date of Birth	
		/ / (mm/dd/yyyy)	
Item Contact Information (name and address of closest living	g relative other than your s	pouse)	
Name and Address		Phone Number	

Initials:

Item Information A out De endents (wheth	ner or not	they reside w	ith you)		
Name and Address		Social Secu	rity No.	Date of Birth	
				(mm/dd/yyyy)	
		Relationship)		
Name and Address		Social Secu	rity No.	Date of Birth	
		Relationship	<u>`</u>	(mm/dd/yyyy)	
		Relationship	J		
Name and Address		Social Secu	rity No.	Date of Birth / /	
		Relationship)	(mm/dd/yyyy)	
		rtolutionomp			
Name and Address		Social Secu	rity No.	Date of Birth / /	
		Relationship)	(mm/dd/yyyy)	
Item Em loyment Information Em loyment I Provide the following information for this year-to-date and for ea officer, member, partner, employee (including self-employment) period. "Income" includes, but is not limited to, any salary, com royalties, and benefits for which you did not pay (<i>e.g.</i> , health ins on your behalf.	ach of the), agent, c missions,	previous five wner, shareho distributions,	older, contractor, partici draws, consulting fees,	bant or consultant at any time du loans, loan payments, dividends	uring that s,
Company Name and Address		Dates E	mployed	Income Received: Y-T-D 5	Prior Yrs.
	From (I	Month/Year) /	To (Month/Year) /	Year Income	9
Ownership Interest 🛛 Yes 🗌 No				\$	
Positions Held	From (I	Month/Year)	To (Month/Year)	\$	
		1	1	\$	
		/	/	۵ ۶	
Company Name and Address		Dates E	mployed	Income Received: Y-T-D 5	Prior Yrs.
	From (I	Month/Year)	To (Month/Year)	Year Income	9
		/	/	20 \$	
Ownership Interest Yes No				\$	
Positions Held	From (I	Month/Year)	To (Month/Year)	\$ 	
		1	/	- - -	
		1	1	\$	
Company Name and Address		Dates E	mployed		Prior Yrs.
				Year Income	Prior Yrs.
	From (I	Month/Year)	To (Month/Year)		
		/	/	20 \$	
Ownership Interest Yes No				\$	
Positions Held	From (I	Month/Year)	To (Month/Year)	\$	
		/	/	\$ \$	
		/	/	\$	

Initials:

Item Pendin La suits F List all pending lawsuits that have been any foreign country or territory. Note resulted in final judgments or settlement	: At Item 12, list lawsuits that resulted	use in any court	or before ents or set	e an administ ttlements in y	rative ager /our favor.	ncy in the United S At Item 21, list la	States or in wsuits that
Caption of Proceeding	Court or Agency and Location	Case No.		ture of ceeding	Relie	f Requested	Status or Disposition
Item Safe De osit o es List all safe deposit boxes, located wi you, your spouse, or any of your depo							her held by
Name of Owner(s)	Name Address of Depos	itory Institution		Box N	0.	Conter	nts

FINANCIAL	INFORMATION
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REMINDER: When an item asks for information regarding your "assets" and "liabilities" include <u>ALL</u> assets and liabilities, located within the United States or in any foreign country or territory, or institution, whether held individually or jointly, and whether held by you, your spouse, or any of your dependents, or held by others for the benefit of you, your spouse, or any of your dependents. In addition, provide all documents requested in Item 24 with your completed Financial Statement.

ASS	ΕT	S
-----	----	---

Item Cas an and Money Mar et Accounts

List cash on hand (as opposed to cash in bank accounts or other financial accounts) and all bank accounts, money market accounts, or other financial accounts, including but not limited to checking accounts, savings accounts, and certificates of deposit. The term "cash on hand" includes but is not limited to cash in the form of currency, uncashed checks, and money orders.

a. Amount of Cash on Hand	\$	Form of Cash on Har	nd				
b. Name on Account	Name Address of Financi	ial Institution		Account	No.		Current Balance
						\$	3
						\$	
						\$	3
						\$	3
						\$	5
Item Pu licly Traded List all publicly traded securities, i but not limited to treasury bills and	Securities including but not limited to, stocks, stock d treasury notes), and state and municip	options, corporate boal bonds. Also list an	onds, mutu iy U.S. savi	al funds, L ngs bonds	J.S. governme	ent sec	curities (including
Owner of Security		Issuer		Type of	Security	No. c	of Units Owned
Broker House, Address		Broker Account	No.				
		Current Fair Mai \$	rket Value		Loan(s) Aga \$	ainst S	ecurity
Owner of Security		Issuer		Type of \$	Security	No. c	of Units Owned
Broker House, Address		Broker Account	No.				
		Current Fair Mai \$	rket Value		Loan(s) Aga \$	ainst S	ecurity
Owner of Security		lssuer		Type of \$	Security	No. c	of Units Owned
Broker House, Address		Broker Account	No.				
		Current Fair Mai \$	rket Value		Loan(s) Aga \$	ainst S	Security

Item Non Pu lic usiness and Fir List all non-public business and financial interests, liability corporation ("LLC"), general or limited partr corporation, and oil or mineral lease.	including but n	ot limited to						
Entity's Name Address	Type of Bus Interest (e.g.			Ow (e.g., self		e) Owners		ficer, Director, Member Partner, Exact Title
Item Amounts O ed to You Your	S ouse of	r Your De	e ende	nts				
Debtor's Name Address	Incurred (Month/Year) \$ / Current Amount Owed Pay		\$	S ji Payment Schedule		Nature of Obligation (if the result of a final of judgment or settlement, provide court name and docket number)		ne result of a final court provide court name
Debtor's Telephone	\$ Debtor's Rela	ationship to	•					
Debtor's Name Address	Date Obl Incurred (Mo		ar) \$ j		Nature of Obligation (if the result of a final court judgment or settlement, provide court name and docket number)			
	Current Amo \$		Payment Schedule \$,		
Debtor's Telephone	Debtor's Rela	ationship to	You					
Item Life Insurance Policies List all life insurance policies (including endowmen	t policies) with	any cash sı	urrender v	alue.				
Insurance Company's Name, Address, Telephor	ne No.	Beneficiar	у			Policy No.		Face Value \$
		Insured	nsured			Loans Against Policy \$		Surrender Value \$
Insurance Company's Name, Address, Telephor	ne No.	Beneficiar	У			Policy No.		Face Value \$
		Insured				Loans Aga \$	ainst Policy	Surrender Value \$
Item Deferred Income Arran emer List all deferred income arrangements, including bu other retirement accounts, and college savings pla	ut not limited to	, deferred a lans).	innuities, j	pensions pla	ins, pro	fit-sharing pla	ns, 401(k) p	blans, IRAs, Keoghs,
Trustee or Administrator's Name, Address Telep	hone No.		Name o	n Account			Account N	lo.
			/ /	tablished	Туре	of Plan	Taxes	der Value before and Penalties
Trustee or Administrator's Name, Address Telep	hone No.		(mm/dd/ Name o	yyyy) n Account			\$ Account N	lo.
			Date Es / /	tablished	Туре	of Plan		der Value before and Penalties

Case 8:24-cv-01626-KKM-AAS Document 3-6 Filed 07/09/24 Page 56 of 81 PageID 1266

		surance Payments or In eri payments or inheritances owed to ye				
Туре				Amount Exp	ected Date	e Expected (mm/dd/yyyy)
				\$	/	1
				\$	/	/
				\$	/	1
	icles cks, motorc	ycles, boats, airplanes, and other vel	nicles.			
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loa \$	an Amount	Current Balance \$
Make		Registration State No.	Account/Loan No.	Current Val	lue	Monthly Payment \$
Model		Address of Vehicle's Location			·	
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loa \$		Current Balance \$
Make		Registration State No.	Account/Loan No.	Current Val \$	lue	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Ad	dress		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Ai \$	mount	Current Balance \$
Make		Registration State No.	Account/Loan No.	Current Value \$	ue Monthly Payment \$	
Model		Address of Vehicle's Location				
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Ai \$		Current Balance \$
Make		Registration State No.	Account/Loan No.	Current Value \$		Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Ad	dress	·	
List all other per	sonal prope	onal Pro erty erty not listed in Items -16 by catego twork, gemstones, jewelry, bullion, ot	bry, whether held for persona her collectibles, copyrights,	al use, investment or a patents, and other inte	iny other reaso ellectual prope	on, including but not rty.
Property Ca (e.g., artwork,	tegory jewelry)	Name of Owner	Property Loca	ition A	Acquisition Co	st Current Value
				\$;	\$
				\$		\$
				\$;	\$

Item Real Pro erty List all real property interests (inclu	ding a	ny land contract)								
Property's Location		Type of Property	y			Name(s) on Title or Contrac	t and Ownership	Percentages		
Acquisition Date (mm/dd/yyyy)	Purc \$	hase Price			Curre \$	ent Value	Basis of Valuat	ion		
Lender's Name and Address	<u> </u>		Loan or	r Account No.		No.	Current Balance On First Mortgage or Contract \$			
							Monthly Payme \$	ent		
Other Mortgage Loan(s) (describe)				onthly	y Payı	ment	Rental Unit			
			\$ Cu \$	irren	it Bala	nce	Monthly Rent F	Received		
Property's Location		Type of Property				Name(s) on Title or Contrac	t and Ownership	Percentages		
Acquisition Date (mm/dd/yyyy)	Purc \$	hase Price			Curre	ent Value	Basis of Valuat	ion		
Lender's Name and Address	φ		Loan or	Loan or Account No.			Current Balance On First Mortgage or			
							Contract \$			
							Monthly Payme \$	ent		
Other Mortgage Loan(s) (describe)				onthly	y Payı	ment	Rental Unit			
			\$ Current Bal			Current Balance		Monthly Rent Received		
			\$				\$			
				LIA	A IL	ITIES				
Item Credit Cards List each credit card account held b whether issued by a United States	oy you or fore	, your spouse, or eign financial insti	your depe tution.	ende	ents, a	nd any other credit cards th	at you, your spou	se, or your dependents use,		
Name of Credit Card (e.g., Visa, MasterCard, Department Store)		Accoun	nt No.			Name(s) on Acc	count	Current Balance		
								\$		
								\$ ¢		
								\$		
								\$		
Item Ta es Paya le List all taxes, such as income taxes	s or re	al estate taxes, o	wed by yo	ou, yo	our sp	ouse, or your dependents.				
Type of ⊺	Гах					Amount Owed		Year Incurred		
			\$	5						
			\$							
			\$	5						

Case 8:24-cv-01626-KKM-AAS Document 3-6 Filed 07/09/24 Page 58 of 81 PageID 1268

Item Ot er Amounts O List all other amounts, not listed elsev	ed y Y where in thi	ou You s financial	I r S ouse I statement,	e or Y	our y you	De endents I, your spouse, or	your depende	ents.	
Lender/Creditor's Name, Address, an	d Telephor		Nature of De number)	ebt (if the	e res	ult of a court judg	ment or settle	ment, pr	ovide court name and docket
		ī	_ender/Cred	litor's Re	elatio	onship to You			
Date Liability Was Incurred / / (mm/dd/yyyy)	Original A \$	Amount Ov	wed		Curr \$	ent Amount Owed	d	Paymer	nt Schedule
Lender/Creditor's Name, Address, an	d Telephor		Nature of De number)	ebt (if the	e res	ult of a court judg	ment or settle	nent, pr	ovide court name and docket
		l	_ender/Cred	litor's Re	elatio	onship to You			
Date Liability Was Incurred / / (mm/dd/yyyy)	Original A \$	Amount Ov	wed		Curi \$	rent Amount Owe	d	Paymer	nt Schedule
		ОТ	ER FINA	NCIA		NFORMATIC	ON		
Item Trusts and Escro List all funds and other assets that are retainers being held on your behalf by dependents, for any person or entity.	e being hel								
Trustee or Escrow Agent's Name		Established m/dd/yyyy) Grant		or Beneficiaries		Present Market Value of Assets			
		/						\$	
		/	1 1					\$	
		/	1					\$	
If the market value of any asset is ur	nknown, de	scribe the	asset and s	state its o	cost,	if you know it.		•	
Item Transfers of Assets List each person or entity to whom yo loan, gift, sale, or other transfer (exclu entity, state the total amount transfer	ou have trar ude ordinar	y and nec	essary living	gate, mo g and bu	ore th usine:	an \$5,000 in fund ss expenses paid	ls or other ass I to unrelated t	ets durir hird part	ng the previous five years by ties). For each such person or
Transferee's Name, Address, Rela	ationship	Prope	erty Transfer	rred	Ag	gregate Value	Transfer E (mm/dd/yy		Type of Transfer (<i>e.g.</i> , Loan, Gift)
					\$				
					\$				
					\$				
If the market value of any asset is ur	nknown, de	scribe the	asset and s	state its o	cost,	if you know it.			

Initials:

	Document Re uests es of the following documents with your completed Financial Statement.
	Federal tax returns filed during the last three years by or on behalf of you, your spouse, or your dependents.
	All applications for bank loans or other extensions of credit (other than credit cards) that you, your spouse, or your dependents have submitted within the last two years, including by obtaining copies from lenders if necessary.
Item	For each bank account listed in Item , all account statements for the past 3 years.
Item 11	For each business entity listed in Item 11, provide (including by causing to be generated from accounting records) the most recent balance sheet, tax return, annual income statement, the most recent year-to-date income statement, and all general ledger files from account records.
Item 17	All appraisals that have been prepared for any property listed in Item 17, including appraisals done for insurance purposes. You may exclude any category of property where the total appraised value of all property in that category is less than \$2,000.
Item 18	All appraisals that have been prepared for real property listed in Item 18.
Item 21	Documentation for all debts listed in Item 21.
Item 22	All executed documents for any trust or escrow listed in Item 22. Also provide any appraisals, including insurance appraisals that have been done for any assets held by any such trust or in any such escrow.

SUMMARY FINANCIAL SC EDULES

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Assets	Lia ilities				
Cash on Hand (Item)	\$ Loans Against Publicly Traded Securities (Item 10)	\$			
Funds Held in Financial Institutions (Item)	\$ Vehicles - Liens (Item 16)	\$			
U.S. Government Securities (Item 10)	\$ Real Property Encumbrances (Item 18)	\$			
Publicly Traded Securities (Item 10)	\$ Credit Cards (Item 1)	\$			
Non-Public Business and Financial Interests (Item 11)	\$ Taxes Payable (Item 20)	\$			
Amounts Owed to You (Item 12)	\$ Amounts Owed by You (Item 21)	\$			
Life Insurance Policies (Item 13)	\$ Ot er Lia ilities Itemi e	·			
Deferred Income Arrangements (Item 14)	\$	\$			
Vehicles (Item 16)	\$	\$			
Other Personal Property (Item 17)	\$	\$			
Real Property (Item 18)	\$	\$			
Ot er Assets Itemi e		\$			
	\$	\$			
	\$	\$			
	\$	\$			
Total Assets	\$ Total Lia ilities	\$			

Item Com ined Current Mont ly Income and E enses for You Your S ouse and Your De endents

Provide the current monthly income and expenses for you, your spouse, and your dependents. Do not include credit card payments separately; rather, include credit card expenditures in the appropriate categories.

Income State source of eac item		E enses	
Salary - After Taxes	<u>^</u>	Mortgage or Rental Payments for Residence(s)	<u>^</u>
Source:	\$		\$
Fees, Commissions, and Royalties	¢	Property Taxes for Residence(s)	\$
Source:	\$		
Interest	¢	Rental Property Expenses, Including Mortgage Payments, Taxes,	\$
Source:	\$	and Insurance	
Dividends and Capital Gains	¢	Car or Other Vehicle Lease or Loan Payments	¢
Source:	\$		\$
Gross Rental Income	¢	Food Expenses	¢
Source:	\$		\$
Profits from Sole Proprietorships	¢	Clothing Expenses	¢
Source:	\$		\$
Distributions from Partnerships, S-Corporations,		Utilities	
and LLCs	\$		\$
Source:			

Initials:

Item Com ined Current Mont ly Income and E enses for You Your S ouse and Your De endents cont					
Distributions from Trusts and Estates Source:		\$	Medical Expenses, Including Insurance	\$	
Distributions from Deferred Income Arrangements Source:		\$	Other Insurance Premiums	\$	
Social Security Payments		\$	Other Transportation Expenses	\$	
Alimony/Child Support Received		\$	Ot er E enses Itemi e	1	
Gambling Income		\$		\$	
Ot er Income Itemi e		. ·		\$	
		\$		\$	
		\$		\$	
		\$		\$	
Total In	come	\$	Total E enses	\$	
		٦	TTAC MENTS		
Item Documents Attac ed to t is Financial Statement List all documents that are being submitted with this financial statement. For any Item 24 documents that are not attached, explain why.					
Item No. Document Relates To	Description of Document				

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

(Date)

Signature

Temporary Restraining Order USA Student Debt Relief

<u>Attachment B</u> Financial Statement of

Corporate Defendant

Case 8:24-cv-01626-KKM-AAS Document 3-6 Filed 07/09/24 Page 62 of 81 PageID 1272

FEDERAL TRADE COMMI ION

FINANCIAL TATEMENT OF CORPORATE DEFENDANT

Instructions:

- 1. Complete all items. Enter "None" or N/A ("Not Applicable") where appropriate. If you cannot fully answer a question, explain why.
- 2. The font size within each field will adjust automatically as you type to accommodate longer responses.
- 3. In completing this financial statement, "the corporation" refers not only to this corporation but also to each of its predecessors that are not named defendants in this action.
- 4. hen an Item asks for information about assets or liabilities "held by the corporation," include <u>ALL</u> such assets and liabilities, located within the United States or elsewhere, held by the corporation or held by others for the benefit of the corporation.
- 5. Attach continuation pages as needed. On the financial statement, state next to the Item number that the Item is being continued. On the continuation page(s), identify the Item number being continued.
- 6. Type or print legibly.
- 7. An officer of the corporation must sign and date the completed financial statement on the last page and initial each page in the space provided in the lower right corner.

Penalty for False Information:

Federal law provides that any person may be imprisoned for not more than five years, fined, or both, if such person:

(1) "in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry" (18 U.S.C. § 1001);

(2) "in any . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true" (18 U.S.C. § 1621); or

(3) "in any (... statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information ... knowing the same to contain any false material declaration." (18 U.S.C. § 1623)

For a felony conviction under the provisions cited above, federal law provides that the fine may be not more than the greater of (i) 250,000 for an individual or 500,000 for a corporation, or (ii) if the felony results in pecuniary gain to any person or pecuniary loss to any person other than the defendant, the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571.

BACKGROUND INFORMATION

	From (Date)
Fax No	
net ome Pag	ge
past five year	rs, including post office boxes and mail drops:
	From/Until
	From/Until
	From/Until
	From/Until
	From/Until
	From/Until
	Date of Incorporation
	Profit or Not For Profit
Inactive	e Dissolved
By	hom
	usiness Activities
	Telephone No
	Fax No net ome Pag • past five yea State State Inactiv By

Item Princi al to	ck olders		
List all persons and entities that	at own at least 5% of the corporation's stock	ζ.	
	Name Address		<u>% Owned</u>
Item Board Mem	ers		
List all members of the corporation	ation's Board of Directors.		
	Name Address	% Owned	<u>Term (From/Until)</u>
Item Officers			
List all of the corporation's off whose titles do not reflect the r	ficers, including <i>de facto</i> officers (individua nature of their positions).	ls with significant mana	gement responsibility
	Name Address		% Owned

Item Businesses Related to t e Cor oration

List all corporations, partnerships, and other business entities in which this corporation has an ownership interest.

	Name Address		Business Activities	% Owned
State which of these businesse	s, if any, has ever transacted	d business with the corpora	tion	
Item Businesses Re	elated to Indi iduals			
List all corporations, partnersh members, or officers (i.e., the				ders, board
Individual's Name	Business Name	Address	Business Activities	<u>% Owned</u>
State which of these businesse	s, if any, have ever transact	ed business with the corpor	ration	

Item Related Indi iduals

List all related individuals with whom the corporation has had any business transactions during the three previous fiscal years and current fiscal year-to-date. A "related individual" is a spouse, sibling, parent, or child of the principal stockholders, board members, and officers (i.e., the individuals listed in Items 4 - 6 above).

Name and Address	Relationship	Business Activities

Item Outside Accountants

List all outside accountants retained by the corporation during the last three years.

Name	<u>Firm Name</u>	Address	<u>CPA/PA</u>
<u>Item</u> Cor or	ation s Recordkee ing		
List all individuals within the last three years.	in the corporation with respon	sibility for keeping the corporation's finan	icial books and records for
	Name, Address, Telepl	hone Number	Position(s) eld
Item Attorne	eys		
List all attorneys retaine	d by the corporation during th	ne last three years.	
Name	<u>Firm Name</u>	Address	

Initials _____

Item Pending La suits Filed y t e Cor oration

List all pending lawsuits that have been filed by the corporation in court or before an administrative agency. (List lawsuits that resulted in final judgments or settlements in favor of the corporation in Item 25).

Opposing Party's Name	Address	
Court's Name Address		
Docket No	Relief Requested	Nature of Lawsuit
	Status	
Opposing Party's Name	Address	
Court's Name Address		
		Nature of Lawsuit
	Status	
Opposing Party's Name	Address	
Court's Name Address		
		Nature of Lawsuit
	Status	
Opposing Party's Name	Address	
Court's Name Address		
Docket No	Relief Requested	Nature of Lawsuit
	Status	
Opposing Party's Name	Address	
Docket No	Relief Requested	Nature of Lawsuit
	Status	
Opposing Party's Name	Address	
		Nature of Lawsuit
	Status	
Opposing Party's Name Court's Name Address Docket No	Address Relief Requested	Nature of Lawsuit

Item Current La suits Filed Against t e Cor oration

List all pending lawsuits that have been filed against the corporation in court or before an administrative agency. (List lawsuits that resulted in final judgments, settlements, or orders in Items 26 - 27).

Opposing Party's Name	Address	
Court's Name Address_		
		Nature of Lawsuit
	Status	
Opposing Party's Name	Address	
Court's Name Address_		
		Nature of Lawsuit
	Status	
Opposing Party's Name	Address	
Court's Name Address_		
		Nature of Lawsuit
	Status	
Opposing Party's Name	Address	
Court's Name Address_		
		Nature of Lawsuit
	Status	
Opposing Party's Name	Address	
Court's Name Address_		
Docket No	Relief Requested	Nature of Lawsuit
	Status	
Opposing Party's Name	Address	
		Nature of Lawsuit
	Status	

Case 8:24-cv-01626-KKM-AAS Document 3-6 Filed 07/09/24 Page 69 of 81 PageID 1279

Item Bank	ru tcy Info	rmation				
List all state insolvenc	y and federa	al bankruptcy pro	oceedings involving	the corporation	on.	
Commencement Date		Termi	nation Date		Docket No	
If State Court: Court	County	County If Federal Court: District				
Disposition						
<u>Item</u>	afe De	osit Bo es				
List all safe deposit bo benefit of the corporat					e corporation, or hele	d by others for the
Owner's Name	Name A	Address of Depo	sitory Institution			<u>Box No.</u>
	·					

FINANCIAL INFORMATION

REMINDER en an Item asks for information a out assets or lia ilities eld y t e cor oration include <u>ALL</u> suc assets and lia ilities located it in t e United tates or else ere eld y t e cor oration or eld y ot ers for t e enefit of t e cor oration

Item Ta Returns

List all federal and state corporate tax returns filed for the last three complete fiscal years. Attach copies of all returns.

<u>Federal/</u> State/Both	<u>Tax ear</u>	<u>Tax Due</u> <u>Federal</u>	<u>Tax Paid</u> <u>Federal</u>	<u>Tax Due</u> <u>State</u>	<u>Tax Paid</u> <u>State</u>	Preparer's Name

Item Financial tatements

List all financial statements that were prepared for the corporation's last three complete fiscal years and for the current fiscal year-to-date. *Attach copies of all statements, providing audited statements if available.*

ear	Balance Sheet	Profit	Loss Statement	Cash Flow Statement	Changes in Owner's Equity	Audited

<u>Item</u> Financial ummary

For each of the last three complete fiscal years and for the current fiscal year-to-date for which the corporation has not provided a profit and loss statement in accordance with Item 18 above, provide the following summary financial information.

	Current ear-to-Date	<u>1 ear Ago</u>	<u>2</u> ears Ago	<u>3 ears Ago</u>
Gross Revenue				
Expenses				
Net Profit After Taxes				
Payables				
Receivables				

Item Cas Bank and Money Market Accounts

List cash and all bank and money market accounts, including but not limited to, checking accounts, savings accounts, and certificates of deposit, held by the corporation. The term "cash" includes currency and uncashed checks.

Cash on	and	_Cash	eld for the Corporation's Bener	fit	
<u>Name</u>	Address of Financial Institution		Signator(s) on Account	Account No.	<u>Current</u> Balance

Item Go ernment O ligations and Pu licly Traded ecurities

List all U.S. Government obligations, including but not limited to, savings bonds, treasury bills, or treasury notes, held by the corporation. Also list all publicly traded securities, including but not limited to, stocks, stock options, registered and bearer bonds, state and municipal bonds, and mutual funds, held by the corporation.

Issuer	Type of Security/Obligation					
No. of Units Owned	Current Fair Market Value	Maturity Date				
Issuer	er Type of Security/Obligation					
No. of Units Owned	s Owned Current Fair Market Value Maturity Date					
Item Real Estate						
List all real estate, including lease	eholds in excess of five years, held	by the corporation.				
Type of Property	Property's	Location				
Name(s) on Title and Ownership	Percentages					
Current Value	Loan or Account No					
Lender's Name and Address						
Current Balance On First Mortga	ge Monthly Pa	yment				
Other Loan(s) (describe)		Current Balance				
Monthly Payment	Rental Unit	Monthly Rent Received				
Type of Property	Property's	Location				
Name(s) on Title and Ownership	Percentages					
	Current Value Loan or Account No					
Lender's Name and Address						
Current Balance On First Mortga	ge Monthly Pa	yment				
Other Loan(s) (describe)		Current Balance				
Monthly Payment	Rental Unit	Monthly Rent Received				

Item Ot er Assets

List all other property, by category, with an estimated value of 2,500 or more, held by the corporation, including but not limited to, inventory, machinery, equipment, furniture, vehicles, customer lists, computer software, patents, and other intellectual property.

Property Category	Property Location	<u>Acquisition</u> <u>Cost</u>	<u>Current</u> <u>Value</u>

Trusts and Escro s Item

List all persons and other entities holding funds or other assets that are in escrow or in trust for the corporation.

Trustee or Escrow Agent's <u>Name Address</u>	Description and Location of Assets	Present Market Value of Assets

Case 8:24-cv-01626-KKM-AAS Document 3-6 Filed 07/09/24 Page 73 of 81 PageID 1283

<u>Item</u> Monetary udgment	ts and ettlements O ed To t e Cor oratio	n
List all monetary judgments and settle	ements, recorded and unrecorded, owed to the	corporation.
Opposing Party's Name Address		
Court's Name Address		Docket No
Nature of Lawsuit	Date of Judgment	Amount
Opposing Party's Name Address		
Court's Name Address		Docket No
Nature of Lawsuit	Date of Judgment	Amount
	ts and ettlements O ed By t e Cor oratio	
	•	*
Court's Name Address		Docket No
Nature of Lawsuit	Date	Amount
Opposing Party's Name Address		
Court's Name Address		Docket No
Nature of Lawsuit	Date of Judgment	Amount
Opposing Party's Name Address		
Court's Name Address		Docket No
Nature of Lawsuit	Date of Judgment	Amount
Opposing Party's Name Address		
Court's Name Address		Docket No
Nature of Lawsuit	Date of Judgment	Amount
Opposing Party's Name Address		
Court's Name Address		Docket No
Nature of Lawsuit	Date of Judgment	Amount

Case 8:24-cv-01626-KKM-AAS Document 3-6 Filed 07/09/24 Page 74 of 81 PageID 1284

Item Go ernment Orders and ettlemen	its
List all existing orders and settlements between the co	prporation and any federal or state government entities.
Name of Agency	Contact Person
Address	Telephone No
Agreement Date Nature of Agreem	ent
<u>Item</u> Credit Cards	
List all of the corporation's credit cards and store cha	rge accounts and the individuals authorized to use them.
Name of Credit Card or Store	Names of Authorized Users and Positions eld

Item Com ensation of Em loyees

List all compensation and other benefits received from the corporation by the five most highly compensated employees, independent contractors, and consultants (other than those individuals listed in Items 5 and 6 above), for the two previous fiscal years and current fiscal year-to-date. "Compensation" includes, but is not limited to, salaries, commissions, consulting fees, bonuses, dividends, distributions, royalties, pensions, and profit sharing plans. "Other benefits" include, but are not limited to, loans, loan payments, rent, car payments, and insurance premiums, whether paid directly to the individuals, or paid to others on their behalf.

<u>Name/Position</u>	Current Fiscal ear-to-Date	<u>1 ear Ago</u>	<u>2 ears Ago</u>	Compensation or Type of Benefits

Item Com ensation of Board Mem ers and Officers

List all compensation and other benefits received from the corporation by each person listed in Items 5 and 6, for the current fiscal year-to-date and the two previous fiscal years. "Compensation" includes, but is not limited to, salaries, commissions, consulting fees, dividends, distributions, royalties, pensions, and profit sharing plans. "Other benefits" include, but are not limited to, loans, loan payments, rent, car payments, and insurance premiums, whether paid directly to the individuals, or paid to others on their behalf.

Name/Position	Current Fiscal ear-to-Date	<u>1 ear Ago</u>	2 ears Ago	Compensation or Type of Benefits

Item Transfers of Assets Including Cas and Pro erty

List all transfers of assets over 2,500 made by the corporation, other than in the ordinary course of business, during the previous three years, by loan, gift, sale, or other transfer.

Transferee's Name, Address,	Relationship	Property Transferred	<u>Aggregate</u> <u>Value</u>	<u>Transfer</u> <u>Date</u>	<u>Type of Transfer</u> (e.g., Loan, Gift)

Item Documents Attac ed to t e Financial tatement

List all documents that are being submitted with the financial statement.

<u>Item No. Document</u> <u>Description of Document</u> <u>Relates To</u>

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

(Date)

Signature

Corporate Position

Temporary Restraining Order USA Student Debt Relief

<u>Attachment C</u> IRS Form 4506

Form 4506
(January 2024)
Department of the Treasury Internal Revenue Service

Request for Copy of Tax Return

Do not sign this form unless all applicable lines have been completed.
 Request may be rejected if the form is incomplete or illegible.

OMB No. 1545-0429

For more	information	about Form	4506,	visit www.irs.c	ov/form4506.

Tip: Get faster service: Online at www.irs.gov, **Get Your Tax Record** (Get Transcript) or by calling **1-800-908-9946** for specialized assistance. We have teams available to assist. **Note:** Taxpayers may register to use <u>Get Transcript</u> to view, print, or download the following transcript types: **Tax Return Transcript** (shows most line items including Adjusted Gross Income (AGI) from your original Form 1040-series tax return as filed, along with any forms and schedules), **Tax Account Transcript** (shows basic data such as return type, marital status, AGI, taxable income and all payment types), **Record of Account Transcript** (combines the tax return and tax account transcripts into one complete transcript), **Wage and Income Transcript** (shows data from information returns we receive such as Forms W-2, 1099, 1098 and Form 5498), and **Verification of Non-filing Letter** (provides proof that the IRS has no record of a filed Form 1040-series tax return for the year you request).

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions).

4 Previous address shown on the last return filed if different from line 3 (see instructions).

5 If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.

Caution: If the tax return is being sent to the third party, ensure that lines 5 through 7 are completed before signing. (see instructions).

	Tax return requested. Form 1040, 1120, 941, etc. and all attachments as originally submitted to the IF schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. type of return, you must complete another Form 4506. ►	s from filing before they are
	Note: If the copies must be certified for court or administrative proceedings, check here	🗆
7	Year or period requested. Enter the ending date of the tax year or period using the mm/dd/yyyy format (see instru	ictions).
		//
	//////	//
8	Fee. There is a \$30 fee for each return requested. Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN, ITIN, or EIN and "Form 4506 request" on your check or money order	
а	Cost for each return	\$ 30.00
b	Number of returns requested on line 7	
	Total cost. Multiply line 8a by line 8b	\$
C		*
9 9	If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, chec	+
9		+

Sign	Signature (see instructions)	Date
Sign Here	Print/Type name	Title (if line 1a above is a corporation, partnership, estate, or trust)
	Spouse's signature	Date

Print/Type name

Mail to:

Form 4506 (Rev. 1-2024)

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about Form 4506 and its instructions, go to *www.irs.gov/form4506*.

General Instructions

Caution: Do not sign this form unless all applicable lines, *including lines 5 through 7*, have been completed.

Designated Recipient Notification. Internal Revenue Code, Section 6103(c), limits disclosure and use of return information received pursuant to the taxpayer's consent and holds the recipient subject to penalties for any unauthorized access, other use, or redisclosure without the taxpayer's express permission or request.

Taxpayer Notification. Internal Revenue Code, Section 6103(c), limits disclosure and use of return information provided pursuant to your consent and holds the recipient subject to penalties, brought by private right of action, for any unauthorized access, other use, or redisclosure without your express permission or request.

Purpose of form. Use Form 4506 to request a copy of your tax return. You can also designate (on line 5) a third party to receive the tax return.

How long will it take? It may take up to 75 calendar days for us to process your request.

Where to file. Attach payment and mail Form 4506 to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual returns (Form 1040 series) and one for all other returns.

If you are requesting a return for more than one year or period and the chart below shows two different addresses, send your request based on the address of your most recent return.

Internal Revenue Service

Kansas City, MO 64999

Internal Revenue Service

RAIVS Team

RAIVS Team

P.O. Box 9941

Mail Stop 6734

Ogden, UT 84409

Stop 6705 S-2

Chart for individual returns (Form 1040 series)

If you filed an individual return and lived in:	Mail to:
Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301

Delaware, Illinois, Indiana, Iowa, Kentucky, Maine, Massachusetts, Minnesota, Missouri, New Hampshire, New Jersey, New York, Vermont, Virginia, Wisconsin

Alaska, Arizona, California, Colorado, Connecticut, District of Columbia, Hawaii, Idaho, Kansas, Maryland, Michigan, Montana, Nebraska, Nevada, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Utah, Washington, West Virginia, Wyoming

Chart for all other returns

For returns not in Form 1040 series, if the address on the return was in:

Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin

Internal Revenue Service RAIVS Team Stop 6705 S-2 Kansas City, MO 64999

Alabama, Alaska, Arizona, Arkansas California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address

Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409

Specific Instructions

Line 1b. Enter the social security number (SSN) or individual taxpayer identification number (ITIN) for the individual listed on line 1a, or enter the employer identification number (EIN) for the business listed on line 1a. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, please include it on this line 3.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address, or Form 8822-B, Change of Address or Responsible Party — Business, with Form 4506.

Line 7. Enter the end date of the tax year or period requested in mm/dd/yyyy format. This may be a calendar year, fiscal year or quarter. Enter each quarter requested for quarterly returns. Example: Enter 12/31/2018 for a calendar year 2018 Form 1040 return, or 03/31/2017 for a first quarter Form 941 return.

Signature and date. Form 4506 must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506 within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines, *including lines 5 through 7*, are completed before signing.



You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be ad returned to you if the box is

processed and returned to you if the box is unchecked. **Individuals.** Copies of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506 exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506 can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506 but must provide documentation to support the requester's right to receive the information.

Partnerships. Generally, Form 4506 can be signed by any person who was a member of the partnership during any part of the tax period requested on line 7.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Note: If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506 for a taxpayer only if this authority has been specifically delegated to the representative on Form 2848, line 5a. Form 2848 showing the delegation must be attached to Form 4506.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested return(s) under the Internal Revenue Code. We need this information to properly identify the return(s) and respond to your request. If you request a copy of a tax return, sections 6103 and 6109 require you to provide this information, including your SSN or EIN, to process your request. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506 will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 16 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506 simpler, we would be happy to hear from you. You can write to:

- Internal Revenue Service
- Tax Forms and Publications Division 1111 Constitution Ave. NW, IR-6526
- Washington, DC 20224.

Do not send the form to this address. Instead, see Where to file on this page.

Temporary Restraining Order USA Student Debt Relief

<u>Attachment D</u>

Consent to Release of Financial Records

CONSENT TO RELEASE FINANCIAL RECORDS

This direction is intended to apply to the laws of countries other than the United States of America which restrict or prohibit disclosure of bank or other financial information without the consent of the holder of the account, and shall be construed as consent with respect hereto, and the same shall apply to any of the accounts for which I may be a relevant principal.

Dated:_____

Signature:			

Printed Name:_____