

1 DAVID C. SHONKA  
2 Acting General Counsel

3 SARAH SCHROEDER, Cal. Bar No. 221528  
4 ROBERTA TONELLI, Cal. Bar No. 278738  
5 EVAN ROSE, Cal. Bar No. 253478  
6 Federal Trade Commission  
7 901 Market Street, Suite 570  
8 San Francisco, CA 94103  
9 sschroeder@ftc.gov, rtonelli@ftc.gov, erose@ftc.gov  
10 Tel: (415) 848-5100; Fax: (415) 848-5184

11  
12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **OAKLAND DIVISION**

15 FEDERAL TRADE COMMISSION,

16 Plaintiff,

17 vs.

18 AMERICAN FINANCIAL BENEFITS CENTER,  
19 a corporation, also d/b/a AFB and AF STUDENT  
20 SERVICES;

21 AMERITECH FINANCIAL, a corporation;

22 FINANCIAL EDUCATION BENEFITS  
23 CENTER, a corporation; and

24 BRANDON DEMOND FRERE, individually and  
25 as an officer of AMERICAN FINANCIAL  
26 BENEFITS CENTER, AMERITECH  
27 FINANCIAL, and FINANCIAL EDUCATION  
28 BENEFITS CENTER,

Defendants.

Case No. 4:18-cv-00806-SBA

RELATED TO: 4:17-cv-04817 SBA

**DECLARATION OF BEVERLY  
SILLS IN SUPPORT OF FEDERAL  
TRADE COMMISSION'S MOTION  
FOR PRELIMINARY INJUNCTION**

DECLARATION OF BEVERLY SILLS

1  
2 1. My name is Beverly Sills and I reside in Memphis, Tennessee. I work at a  
3 Veteran’s Affairs Hospital. The following statements are within my personal knowledge and if  
4 called as a witness I could and would competently testify thereto.

5 2. Around February 2015, I received an email stating that I qualified for lower  
6 interest payments on my student loan. I called the phone number provided in the email and  
7 spoke with a representative named Michael. Michael told me he worked for AmeriTech  
8 Financial (“AmeriTech”) and that AmeriTech would take over my loan from FedLoans, a loan  
9 servicer for the federal government.

10 3. Michael sent me a lot of paperwork relating to my student loan. He told me that  
11 my new monthly student loan payment would be \$207 for several months, then \$99 for one year,  
12 and then revert back to \$207 for at least 10 years. He also said I had to make an up-front  
13 payment of \$250 to AmeriTech and \$50 to another entity. The payment structure was confusing,  
14 but I trusted AmeriTech. I completed the paperwork and began making monthly payments to  
15 AmeriTech.

16 4. In 2016, I received a letter stating that my student loan was in forbearance. I do  
17 not recall who sent me the letter. I was confused because I had been making monthly payments  
18 to AmeriTech. I believed my monthly payments were going toward my student loan balance.

19 5. In February 2016, I received a letter from Global Client Solutions stating that it  
20 was my “account provider.” An information sheet attached to the letter stated, “Global is the  
21 account provider for your dedicated Account. Our duties include the drafting of funds from your  
22 primary bank account into your Account as provided for in your Application as well as executing  
23 disbursement instructions in a commercially reasonable manner as soon as practical after receipt  
24 of such instructions.” A true and correct copy of the letter I received from Global Client  
25 Solutions on February 9, 2016, with my handwritten notes and personal information redacted, is  
26 attached as **Sills Attachment A**. I understood from this letter that Global Client Solutions was  
27 collecting my student loan payment on behalf of AmeriTech.

1           6.       In January 2017, I received a letter from AmeriTech stating, “Account  
2 Management Plus will collect all payments moving forward.” The letter was confusing, but said,  
3 “Nothing about your payments or payment plan will change.” I assumed that a new company  
4 would be collecting the payments for my student loan. A true and correct copy of the January  
5 13, 2017 letter I received from AmeriTech, with my personal information redacted, is attached as  
6 **Sills Attachment B.**

7           7.       In summer 2017, it dawned on me that something was not right so I called  
8 FedLoans to inquire about the status of my student loan. FedLoans told me that it had not  
9 received any loan payment from me since December 2015. FedLoans explained that I had been  
10 scammed. I was shocked and very angry. I reported AmeriTech’s theft to my bank, but my bank  
11 said it could not recover the funds.

12           8.       I paid AmeriTech over \$3,000 that I believed was going towards my student loan.  
13 I am a single person who works in the health care profession. I could not afford to lose this  
14 money. I never heard of a membership program for things like financial planners and would not  
15 have wasted my money on such a program.

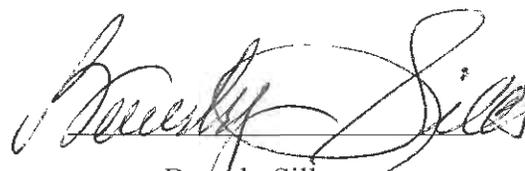
16           9.       When AmeriTech contacted me, my loan balance was approximately \$23,000.  
17 Now it has ballooned to approximately \$30,000 due to unpaid monthly payments and interest.  
18 I am now working with FedLoans and will begin making payments to FedLoans again in  
19 November. I am searching for an additional part-time job to help cover my loan payments.

20           10.      On July 26, 2017, I called the Federal Trade Commission (“FTC”) to file a  
21 complaint against AmeriTech. I told the FTC that AmeriTech offered to help me pay off my  
22 student loans, but FedLoans informed me that no payments had been made. The summary  
23 attached as **Sills Attachment C** accurately reflects my complaint to the FTC. My personal  
24 information has been redacted.

25           11.      I stopped paying AmeriTech when I discovered that none of my money was going  
26 towards my student loan. I recently received a collection notice from AmeriTech stating “RE:  
27 Student Loan Payment” and “\*\*\*YOUR FILE IS CURRENTLY ON HOLD\*\*\*.” If I did not  
28 know that AmeriTech was a scam, I would assume that this notice related to my student loan

1 payments. A true and correct copy of the notice I received from AmeriTech is attached as **Sills**  
2 **Attachment D.**

3 12. I declare under penalty of perjury that the foregoing is true and correct. Executed  
4 on \_\_\_\_\_, 2017, in Tennessee.

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Beverly Sills

## **Sills Attachment A**

Global Client Solutions LLC  
4500 S 129th E Ave, Suite 175  
Tulsa, Ok 74134



February 9, 2016

*American Tech Financial*  
*800-792-8621*

RETURN SERVICE REQUESTED *Client T.D.*

Beverly Sills  
[Redacted]  
Memphis, TN 38127-4113

Global Client Solutions LLC  
Account #: [Redacted]

**Welcome to Global Client Solutions LLC**

Welcome to Global Client Solutions LLC (Global)! We are the account provider for your dedicated account (Account). We invite you to read the following carefully and in its entirety because it contains important information regarding your account. Let's start with frequently asked questions about your account.

The first question most customers ask is: "How do I access my Account?"

- Your Account may be accessed via the internet or by calling our Customer Support line at (800) 398-7191. See below for more details on how to access your Account through these different methods.
- Internet access requires that you enter 6036335021135591 as your User ID, and a Password. You may obtain your Internet Password by going to <https://myaccount.globalclientsolutions.com> and following the instructions to recover a temporary Internet Password. You may also contact Customer Support at (800) 398-7191 for assistance with retrieving your temporary Password. You will have the option of changing your temporary Password once you login to the website for the first time.
- Telephone access requires that you use your 4-digit IVR Passcode to access Account information. Additionally, your Passcode may be used for verification purposes if you need to contact a customer support representative. To obtain your Passcode, please contact Customer Support at (800) 398-7191.
- We encourage you to take advantage of these access methods to monitor your Account on a regular basis.

*Carol* - *IO* [Redacted] *3/1/16 - 50.00*

**CUSTOMER SUPPORT INFORMATION**

**Website Address:**

<https://myaccount.globalclientsolutions.com>

**Correspondence Address:**

4500 S 129th E Ave, Suite 175  
Tulsa, Ok 74134  
Telephone: (800) 398-7191  
Fax: (866) 355-8228  
Email: [CustomerSupport@Globalclientsolutions.com](mailto:CustomerSupport@Globalclientsolutions.com)

**DEPOSIT INSTRUCTIONS**

**Payment Address:**

PO Box 690870  
Tulsa, Ok 74169

**Express Mail Payment Address:**

Attn: Banking Services  
4500 S 129th E Ave, Suite 175  
Tulsa, Ok 74134  
Telephone: (800) 398-7191

**Wire Transfer Instructions:**

US Bank N.A.  
Kansas City, Mo 64105  
ABA:101000187  
For Credit to the account of Global Client Solutions LLC  
Administrator - Master Account for Consumers on File  
Deposit Account  
4500 S 129th E Ave, Suite 175  
Tulsa, Ok 74134  
Account #: 145592004215  
For further credit to: Beverly Sills,  
[Redacted]

**MoneyGram Instructions:**

The MoneyGram Agent Locator can be found at: [www.moneygram.com](http://www.moneygram.com)

**Sending Instructions:**

Pay to: Global Client US Bank  
Receive Code: 7926  
Account #: DR21135591

**Where are my funds being held on deposit?**

- Your Account balance is on deposit at an FDIC-insured bank and is FDIC-insured up to \$250,000 or such other limit that may be determined by the FDIC from time to time.

**How do I keep track of the activity regarding my Account?**

- Following your first deposit, you will receive your first monthly statement showing your Account activity and balance by mail, all others will be made available online. If you desire to continue receiving a paper statement via the United States Postal Service, please contact Customer Support toll free at (800) 398-7191.

**Where do I find detailed information about my Account?**

- A copy of the *Dedicated Account Agreement* is included in this packet. This document lists all applicable fees related to your Account and discloses the rules and regulations for your Account.

**What is Global's role?**

- As mentioned in the first paragraph, Global is the account provider for your dedicated Account. Our duties include the drafting of funds from your primary bank account into your Account as provided for in your Application as well as executing disbursement instructions in a commercially reasonable manner as soon as practical after receipt of such instructions.
- Any questions regarding the status of your Student Loan Consolidation program should be directed to your program sponsor.
- It is important to keep your address current in our records. We encourage you to use the methods available to contact us with updates to your address.

**How do I contact Global?**

- Customer Support can be reached by phone at (800) 398-7191 or by sending an email to [Customersupport@Globalclientsolutions.Com](mailto:Customersupport@Globalclientsolutions.Com).
- Our office hours are 9:00am to 6:00pm CST/CDT, Monday through Friday, excluding bank holidays.

Keeping you informed of the activity on your accounts is very important to us, and we strive to provide excellent customer service in the process. We strongly recommend you use the access methods mentioned above to monitor your accounts on a regular basis.

Sincerely,

Global Client Solutions LLC  
Customer Support Team



## DEDICATED ACCOUNT AGREEMENT AND APPLICATION

**I. This Dedicated Account Agreement and Application ("Agreement")** contains the terms, conditions, and disclosures that apply to your dedicated account ("Account"). By signing this Agreement or using your Account, you agree that this Agreement shall apply; and you agree to abide by all of the terms and conditions set forth herein, including the "ARBITRATION OF DISPUTE" provision in paragraph XVIII on page 2 of this Agreement, which requires you to arbitrate any dispute with Global. If you have any questions that you do not believe are addressed in this Agreement, you can and should call, email, or write Global Client Solutions, LLC ("Global") at the number or addresses shown at the end of this Agreement. Please review this Agreement carefully and keep it with your other important records. In this Agreement, the words, "I", "me", "mine", "my", "you" and "your" mean you and any other party who you authorize to use your Account.

**II. Purpose, Nature and Use of the Account:** Your Account is a dedicated account that you can use in connection with the financial service program you have undertaken to assist you with the consolidation of your federal student loans. Global is not a party to your financial service program and does not participate in the consolidation of your federal student loans. In general, you will be (i) making periodic deposits to your Account from your primary bank account and/or via debit/credit card transactions, if applicable, and (ii) you will be periodically disbursing funds from your Account to pay for the services associated with your financial service program and your Account, and, if applicable, to pay student loan lenders. Your Account is a Federal Deposit Insurance Corporation ("FDIC") insured sub-account within a master custodial account maintained at a bank designated or selected by Global. Additionally, you authorize Global to transfer your Account to another FDIC insured institution under the existing terms. Global will provide written notice to you of such change. Any such notice, and any other written notice that is provided for in this Agreement, will be sent to you at either the physical address you have provided in the application portion of this Agreement and/or the email address you establish with Global. If an email address is not provided to Global, all notices that are provided for in this Agreement will be sent to you at the physical address you have provided in the application portion of this Agreement. Your Account may not be used for any illegal purpose.

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

Passcode or Password to anyone who does not have your permission to access your Account.

**IV. Telephonic / Electronic Communications:** You authorize Global to accept and act upon any instruction received from you or authorized by you under this Agreement concerning your Account, where you have communicated that instruction or authorization by telephone, facsimile, email or other electronic means using a telephone keypad or computer. Use of your Passcode, Password or any other form of identification designated by you in any transaction constitutes and will be accepted as your electronic signature, as that term is used in the federal Electronic Signatures in Global and National Commerce Act and other applicable laws.

**V. Authorizing and Initiating Transactions:** In this Agreement you authorize certain transactions involving your Account. Unless you direct otherwise in writing, Global may also act upon those instructions that you have conveyed to your Sponsor, as defined in the application portion of this Agreement, and such instructions may be acted on without further confirmation. From time to time, you may change those instructions and/or give other instructions by contacting Global's Customer Support. In any event, you must always provide a reasonable period of time to act upon your instructions. All deposits to your Account will be authorized and initiated, as applicable, pursuant to your instructions, and all disbursements from your Account will be authorized and initiated pursuant to your instructions and provided it contains sufficient funds to cover the amount of the disbursement. However, neither Global, nor any service provider to Global shall be responsible for determining when a payment is actually due, nor shall they be responsible for determining whether a payment is for the correct amount or otherwise proper. Global's sole obligation in this regard will be to execute your payment instructions in a commercially reasonable manner as soon as practical after receipt of such instructions. Global shall not be responsible for any late payment fee, penalty or other charge levied against you, or for any other adverse action taken by any party. Global shall not be liable for any consequences or damages you may claim resulting from Global acting on your instructions.

**VI. Fees and Charges:** The "SCHEDULE OF FEES AND CHARGES" identifies the fees and charges you are obligated to pay Global in connection with this Agreement and your Account; and you agree that these fees and charges may be deducted directly from your Account. The fees and charges in the "SCHEDULE OF FEES AND CHARGES" are the only fees associated with Global's services and your Account. The Monthly Service Charge for the first month in which your Account is established will not be prorated and will be deemed earned in full as of the day the Account is established, e.g., if your Account is established on the 15<sup>th</sup> day of a month, the Monthly Service Charge for such month shall be earned as of that day.

Thereafter, the Monthly Service Charge will be deemed earned in full on the first day of each calendar month during which your Account remains open. Other fees will be deemed earned at the time of the transaction or the event that gives rise to the fee. You expressly acknowledge that Global may increase the fees and charges associated with your Account at any time, and that you will be provided with written notice at least thirty (30) days' prior to such increase. Global shall not be responsible for any other fees and/or charges that you may incur in association with your financial service program.

**VII. Termination of Agreement / Account Closure:** You may terminate this Agreement and close your Account at any time by sending a written notice to Global's Customer Support. The written notice must provide Global with the following information:

1. Your full name and current address;
2. Your Account number;
3. The date of the request; and
4. Your request to close your Account.

Please provide Global with sufficient time to process the request. In addition, Global may suspend, cancel or terminate this Agreement and your Account at any time without notice for inactivity, or if your financial service program has been terminated or is no longer being managed, if your Account is improperly maintained or used, or if you otherwise violate any provision of this Agreement. If this Agreement is terminated for any reason, or upon Account closure, the collected balance in your Account will be credited to the debit/credit card account utilized for deposits and/or will be sent to you by check, as deemed appropriate by Global, within a reasonable period of time.

**VIII. Monthly Statements:** You will receive your first monthly statement by mail showing your Account activity and balance by mail. Thereafter, monthly statements will be available online, and may be accessed using your login information and Password. Should you desire to continue receiving a paper statement via the United States Postal Service, please contact Global's Customer Support and make a request to receive mailed paper statements. You may obtain balance and transaction information by using your Passcode to access your Account over the telephone, by using your Password to log into Global's website, or by calling Global's Customer Support. You agree to review your statement carefully and to report any erroneous, improper or unauthorized transactions promptly.

**IX. Non-Interest Account:** Your Account is a non-interest bearing Account.

**X. Unauthorized Transactions and Customer Responsibility:** You should never share your Passcode or Password(s) with anyone and should keep your Account information and papers in a secure place. If you believe someone has transferred or may transfer money from your Account without your

permission, contact Global's Customer Support immediately.

**XI. FDIC Insurance:** The funds in your Account will be FDIC insured up to a maximum of \$250,000.00. The insured amount may increase or decrease and is subject to limits set and reset by the FDIC from time to time.

**XII. Incomplete Transactions:** Neither Global nor any service provider to Global shall be liable for failing to complete a transaction due to insufficient funds in your Account; or if circumstances beyond their control prevent the completion of the transaction, including, without limitation, the acts or omissions of any ACH, check or other processor, the National Automated Clearing House Association, the Federal Reserve System, any bank, or the directive of any regulatory authority.

**XIII. Error Resolution Procedures:** In the event of potential errors or questions concerning specific transactions involving your Account, you must call or write Global's Customer Support no later than sixty (60) days after the transaction in question appears on your monthly statement. Furthermore, at the very minimum you must provide Global with the following information:

1. Your full name and Account number;
2. The date and amount of the transaction;
3. The type of transaction and a description of the suspected error (please explain as clearly as possible why you believe there is an error or why you need additional information); and
4. The dollar amount of the suspected error.

If the information was provided over the phone, you may be asked and required to provide it again in writing within ten (10) business days. Global will inform you of the results of the investigation of the suspected error within ten (10) business days after you submit the information and any error will be promptly corrected. However, if Global requires more time to investigate the suspected error, it may take up to an additional thirty (30) days to complete the investigation. If Global determines that there is no error, you will be provided with a written explanation within three (3) business days of such determination; and you may ask for and receive copies of the documents used in making any such determination.

**XIV. Disputes:** You understand and agree that Global is not a party to your financial service program, and does not participate in the consolidation of your federal student loans. This Agreement is separate and independent from any contractual obligations you may have with your student loan lenders or your Sponsor, as defined in the application portion of this Agreement. Accordingly, you hereby expressly acknowledge that Global does not have any involvement in or responsibilities of any nature with respect to your contractual agreement with your Sponsor, your financial service program or the results that you may or may not achieve from your participation in a financial service program. Furthermore, you hereby expressly

acknowledge that any representation, statement, or obligation made by your Sponsor or in connection with your financial service program does not and cannot bind Global. Finally, you expressly acknowledge that Global shall not be liable for any actions taken by your Sponsor in connection with your financial service program.

**XV. Garnishment Acknowledgement:** In the event that a creditor of yours moves to garnish funds in your Account, you expressly acknowledge that Global will answer the garnishment and comply with any writ issued by the Court in accordance with the applicable state law. Furthermore, you expressly acknowledge that Global will not be responsible for challenging or raising a defense to the garnishment on your behalf. You specifically agree to indemnify and hold Global harmless from any loss, liability, obligation, damage, cost and expense resulting from a creditor's attempt to garnish and/or hold Global liable for any judgment against you.

**XVI. Governing Law:** This Agreement shall be governed by the laws of the state where you reside, except that the state's rules or statutes governing arbitration procedures shall not apply. If any part of this Agreement is declared void or unenforceable, such provision(s) shall be deemed severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect. This Agreement may be modified to the extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

**XVII. Limitation of Liability:** Under no circumstances shall Global ever be liable for any special, incidental, consequential, exemplary or punitive damages. Moreover, under no circumstances shall Global ever be liable for the conduct or contractual obligations of a third party, including, but not limited to, the Sponsor, as defined in the application portion of this Agreement.

**XVIII. ARBITRATION OF DISPUTE – IMPORTANT NOTICE AFFECTING YOUR RIGHTS:** In the event of any controversy between the parties, including, but not limited to, any claim, dispute, suit, demand, cross claim, counterclaim, or third party complaint (whether statutory, in tort, or otherwise) arising out of or relating to this Agreement or its performance, breach, termination, enforcement, interpretation or validity, including the validity, scope or applicability of this provision to arbitrate, shall be determined by binding arbitration. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq. and not by any state rule or statute governing arbitration. Arbitration under this provision shall be conducted in either the county in which the consumer resides or the closest metropolitan

county. THE PARTIES AGREE THAT ARBITRATION SHALL BE BEFORE A SINGLE ARBITRATOR ON AN INDIVIDUAL BASIS AND NOT AS A CLASS OR MASS ACTION. FURTHERMORE, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS. The Arbitration shall be administered by the Judicial Arbitration Mediation Services ("JAMS"), 1920 Main Street, Suite 300, Irvine, CA 92614 ([www.jamsadr.com](http://www.jamsadr.com)), the American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605 ([www.adr.org](http://www.adr.org)), or another nationally known consumer arbitration service on which the parties shall agree. Arbitration shall be administered according to the arbitration service's fee schedule and the service's current applicable rules and procedures except: 1) that the parties expressly waive the applicability of any rule governing class or mass action; and 2) that the parties agree that any specific arbitration procedure provided for herein shall apply to the arbitration proceeding. The arbitrator shall be neutral and independent and shall comply with the selected arbitration service's code of ethics. Additionally, the arbitrator shall be guided by and apply the Federal Rules of Evidence and "governing substantive" law. The arbitrator's award shall be final and binding on all parties. Judgment on the arbitration award may be entered in any court having jurisdiction over the parties. If a party fails to comply with the arbitrator's award, the other party may petition a court having jurisdiction to enforce the award. The parties shall bear their own attorneys' fees unless such fees are expressly provided for by applicable law. If the arbitrator determines that reasonable attorneys' fees are to be awarded under applicable law, the parties agree that the arbitrator will also determine the amount under the award for attorneys' fees. In the event a party fails to proceed with arbitration, fails to comply with the arbitrator's award or unsuccessfully challenges the arbitrator's award, the other party is entitled to any costs and expenses incurred, including a reasonable attorneys' fee for having to compel arbitration or defend or enforce the award.

**Binding Arbitration means:** (1) that both parties give up the right to a trial by a judge or jury; (2) that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of appealable issues expressly provided for in 9 U.S.C. § 16; and (3) that discovery may be severely limited by the arbitrator, and should the arbitrator decide to allow full discovery, the arbitrator may not exceed discovery limitations set forth by the Federal Rules of Civil Procedure.

**XIX. USA Patriot Act Compliance:** As required by the USA Patriot Act, you authorize Global to take reasonable and practical measures to verify the accuracy of the information you have provided in the application portion of this Agreement, as well as to verify your identity by, including and without limitation, securing or accessing your credit report, and/or obtaining any other information about you in order to assist in combating terrorism and preventing Global's system and the banking system from being used for money laundering or other impermissible, illegal purposes.

**XX. PRIVACY POLICY:** Global may collect personal information that you provide: (1) in the application portion of this Agreement; (2) in any updated information you may provide from time to time; and (3) as part of the transactions processed through your Account. A description of the Privacy Policy applicable to your Account is provided below. If you have additional questions regarding this Agreement's Privacy Policy, please contact Global's Customer Support.

- a. **Collection / Use of Personal Information:** Collection of your personal information is designed to protect access to your Account and to assist in providing you with the products and services you have requested. All personal information collected and stored by Global, or on its behalf, is used for specific business purposes: (1) to protect and administer your Account and initiate your authorized transactions; (2) to assist in the design or improvement of products and services; (3) to identify additional products or services offered by Global and/or its affiliated companies that may meet your needs; and (4) to comply with state and federal banking regulations. Only approved and authorized personnel will have access to such information. To further protect your information, auditing mechanisms are in place to identify anyone who may have accessed and in any way modified your personal information.
- b. **Maintenance of Accurate Information:** You may update your personal information online, at any time, by using your Password to log into Global's website or by contacting Global's Customer Support. To ensure that Global is able to protect your Account and verify your information, it is in your best interests to maintain accurate and

current any records concerning your personal information.

- c. **Limited Access to Personal Information:** Access to your personal information is limited to only those personnel with a business reason for accessing such information. In addition, all personnel are trained and educated about the importance of confidentiality and customer privacy. Individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personal information.
- d. **Third-Party Disclosure Restrictions:** All third parties with a business need to access your personal information are required to adhere to stringent privacy policies. Your personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is allowed or required by law, e.g., the exchange of information with reputable reporting agencies in response to a subpoena, in connection with the investigation of fraudulent activity, etc.
- e. **Sharing of Information:** You authorize Global to share certain information with your Sponsor, as defined in the Application portion of this Agreement, and any third party to the extent necessary to administer your Account in accordance with your instructions and authorization. *You expressly acknowledge that Global does not maintain records of any documents or information associated with your financial service program.*

**XXI. English Language Governs:** The terms of this Agreement and the products and services we provide are governed by the English language. As a courtesy, Global has made this Agreement available in languages other than English. If there is any difference in meaning between the English and non-English version of any of our documents, including this Agreement, the English version will apply to your Account and is available to you upon request.

**XXII. Merger Clause:** This Agreement contains the complete and final understanding between the parties. Any prior oral statements, representations, or agreements are superseded by this Agreement.

**SCHEDULE OF FEES & CHARGES**

Monthly Service Charge	\$8.00
Incoming Wire Transfer	\$10.00
Ach Payment Fee	\$1.50
Outgoing Wire Transfer	\$15.00
Manual Check Payment	\$2.00
2nd Day Delivery	\$10.00
Overnight Delivery	\$20.00
Stop Pay Fee	\$17.50

## **Sills Attachment B**



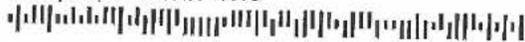
**AMERITECH**  
— FINANCIAL —

Ameritech Financial  
1101 Investment Blvd  
Ste 290  
El Dorado Hills, CA 95762  
Toll Free: (800) 792-8621

25\*6\*5371\*\*\*\*\*MIXED.AADC 956  
Beverly Sills

January 13, 2017

Memphis, TN 38127-4113



Account Number: [REDACTED]

Dear Beverly Sills:

On behalf of Ameritech Financial and Financial Education Benefits Center, we write to advise you that the servicing of your dedicated account is being transferred to a new company for processing effective 02/01/2017. **There is nothing you need to do regarding this change;** it just means that after that date your monthly document preparation payments that you are setting aside and/or membership fees will now be collected by **Account Management Plus (AcctMgtPlu)** instead of **Global Clients Solutions (GCS)**.

Global Client Solutions will stop collecting payments as of 01/31/2017 and Account Management Plus will collect all payments moving forward. On your bank statement you will now see the payments listed as 'AcctMgtPlu' during your regularly scheduled draft date.

Nothing about your payments or payment plan will change. For any questions, please contact Ameritech Financial customer service at **1-800-792-8621** or FEBC customer service at 1-800-953-1388. We are available Monday – Friday 8am – 5pm PST.

We are pleased to serve and assist you in any way possible.

Sincerely,

Ameritech Financial  
1101 Investment Blvd, Suite #290  
El Dorado Hills, CA 95762  
(800) 792-8621

Phone: (800) 792-8621

Fax: (866) 818-9026

Email: [customer.service@ameritechfinancial.com](mailto:customer.service@ameritechfinancial.com)

Website: [www.ameritechfinancial.com](http://www.ameritechfinancial.com)

## **Sills Attachment C**

<b>Record # 4 / 86644070 / Consumer Sentinel Network Complaint</b>			
<b>Reference Number:</b>	86644070	<b>Originator Reference Number:</b>	
<b>Language:</b>	English	<b>Contact Type:</b>	Complaint
<b>Source:</b>	Consumer	<b>DNC?:</b>	No
<b>Comments:</b>	Caller received an e-mail from Ameritech financial offering to help her pay off her student loans Fed Loans has informed her that no payments have been made. Consumer has realized this was part of a scam.		
<b>Complaint disposition provided?:</b>			
<b>Complaint Disposition:</b>			
<b>Data Reference:</b>			
<b>Created By:</b>	MVELETA	<b>Created Date:</b>	07/26/2017 5:28:06 PM
<b>Load Date:</b>	07/26/2017 5:28:06 PM		
<b>Updated By:</b>			
<b>Updated Date:</b>			
<b>Complaint Source:</b>	FTC Call Center	<b>Product Service Description:</b>	Advance-Fee Loans, Credit Arrangers
<b>Amount Requested:</b>			
<b>Amount Paid:</b>			
<b>Payment Method:</b>	Bank Account Debit	<b>Agency Contact:</b>	Phone
<b>Complaint Date:</b>	07/26/2017	<b>Transaction Date:</b>	07/26/2015
<b>Initial Contact:</b>	Internet/E-mail	<b>Initial Response:</b>	Phone: other
<b>Statute/Rule:</b>	FTC Act Sec 5 (BCP)	<b>Law Violation:</b>	Deception/Misrepresentation
<b>Topic:</b>			
<b>Dispute with Credit Bureau - Resolved to Satisfaction?:</b>	No	<b>Dispute with Credit Bureau - Resolved to Satisfaction?:</b>	No
<b>Member of armed forces or dependent?:</b>	No	<b>Cross Border Complaint?:</b>	No
<b>Consumer Information</b>			
<b>Consumer Small Business or Organization:</b>			
<b>First Name:</b>	Beverly	<b>Last Name:</b>	Sills

<b>Address 1:</b>	██████████	<b>Address 2:</b>	
<b>City:</b>	Memphis	<b>State:</b>	Tennessee
<b>Zip:</b>	██████	<b>Country:</b>	UNITED STATES
<b>Home Number:</b>		<b>Cell Number:</b>	██████████
<b>Work Number:</b>		<b>Ext:</b>	
<b>Fax Number:</b>		<b>Email:</b>	████████████████████
<b>Age Range:</b>	██████	<b>Military Service Branch:</b>	
<b>Soldier Status:</b>		<b>Soldier Station:</b>	
<b>Subject</b>			
<b>Subject:</b>	Ameritech Financial	<b>Normalized Name:</b>	Ameritech Financial
<b>Address 1:</b>	1101 Besment Blv 290	<b>Address 2:</b>	
<b>City:</b>	Eldorado Hill <i>(Cleansed: El Dorado Hills)</i>	<b>State/Prov:</b>	California
<b>ZIP:</b>	95762	<b>Country:</b>	United States
<b>Email:</b>	customer.service@ameritechfinacial.com	<b>URL:</b>	
<b>Phone Number:</b>	800-7928621	<b>Ext:</b>	
<b>Subject ID Type:</b>		<b>Subject ID Issuer State:</b>	
<b>Subject ID Issuer Country:</b>			

## **Sills Attachment D**

**\*\*\* YOUR FILE IS CURRENTLY ON HOLD \*\*\***

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Account Number: STLNAS [REDACTED]  
(866) 238-8210

RE: Student Loan Payment  
4\*8\*1339\*\*\*\*\*MIXED AADC 956  
Beverly Sills

[REDACTED]  
Memphis, TN [REDACTED]  
[REDACTED]

Dear Beverly,

There was an issue in drafting your monthly payment. In order to get your file back on track you are required to resolve this matter **immediately**.

Call us TODAY at (866) 238-8210, Monday through Friday from 8 am to 5 pm PST, and a Customer Service Representative will help you.

We value you as a client and look forward to serving your needs.

*\*\*\* Don't risk falling behind on your payments to our company  
for the services you asked us to perform - ACT NOW \*\*\**

Warm Regards,

Your Ameritech Financial Team!  
1101 Investment Blvd, Suite 290  
El Dorado Hills, CA 95762

(866) 238-8210 - Toll Free  
1-866-818-9026 - Fax  
Account Number: STLNAS [REDACTED]