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

14 FEDERAL TRADE COMMISSION,
15
16 Plaintiff,
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18 vs.
19 AMERICAN FINANCIAL BENEFITS CENTER,
20 a corporation, also d/b/a AFB and AF STUDENT
21 SERVICES;
22 AMERITECH FINANCIAL, a corporation;
23 FINANCIAL EDUCATION BENEFITS CENTER,
24 a corporation; and
25 BRANDON DEMOND FRERE, individually and as
26 an officer of AMERICAN FINANCIAL BENEFITS
27 CENTER, AMERITECH FINANCIAL, and
28 FINANCIAL EDUCATION BENEFITS CENTER,
Defendants.

Case No. 4:18-cv-00806-SBA
RELATED TO: 4:17-cv-04817 SBA

**DECLARATION OF KELLY ORTIZ
IN SUPPORT OF FEDERAL TRADE
COMMISSION'S REPLY IN
SUPPORT OF MOTION FOR
PRELIMINARY INJUNCTION**

1. I am a Senior Federal Trade Investigator for the Federal Trade Commission (“FTC”), the plaintiff in this matter. I submit this declaration in support of the FTC’s Reply in Support of Motion for Preliminary Injunction, filed concurrently with this declaration. Unless stated otherwise, I make this declaration based on my own personal knowledge, and if called as a witness, I could and would testify competently as follows.
2. As a Senior Federal Trade Investigator, my duties include monitoring and investigating persons or companies suspected of engaging in unfair or deceptive acts or practices in violation of the Federal Trade Commission Act and any other laws or rules enforced by the FTC.
3. I am custodian of documents and records that the FTC obtains during the course of investigations to which I participate. In the course of my employment, I participated in an investigation of American Financial Benefits Center (“AFBC”), AmeriTech Financial (“AmeriTech”), Financial Education Benefits Center (“FEBC”), and Brandon Frere (collectively “Defendants”).
4. On April 3 and 4, 2018, the Better Business Bureau (“BBB”) sent the FTC 25 consumer complaints and negative reviews regarding Defendants. This material was not included with my initial declaration in support of the FTC’s Motion for Preliminary Injunction. True and correct copies of the BBB consumer complaints and reviews, with personally identifiable information redacted, are attached hereto as **Ortiz Attachment A**.
5. On April 4, 2018, the BBB sent the FTC positive reviews regarding FEBC. However, two positive reviews from supposedly different consumers list the same email address, suggesting that they are not authentic reviews. True and correct copies of the BBB reviews about FEBC are attached hereto as **Ortiz Attachment B**.
6. On April 16, 2018, I searched the FTC’s Consumer Sentinel database for complaints against Defendants AFBC and AmeriTech and found 29 complaints filed from October 3, 2017 to April 16, 2018. These complaints do not overlap with the BBB complaints and reviews attached as Ortiz Attachment A and were not included with my initial declaration in support of the FTC’s Motion for Preliminary Injunction. True and correct copies of

1 these consumer complaints, with personally identifiable information redacted, are
2 attached hereto as **Ortiz Attachment C**.

3 7. On September 26, 2017, Defendants produced to the FTC mailers that it disseminated to
4 consumers. A true and correct copy of each unique mailer, excluding mailers that had
5 minor edits such as spacing or font, is attached as **Ortiz Attachment D**.

6 8. In October 2017, Defendants produced a customer call recording titled
7 776775D2E58C45ADB7604CF272714B4D.wav. A true and correct copy of the call
8 recording is attached hereto as **Ortiz Attachment E**.

9 9. On April 18, 2018, For The Record, Inc., an independent court reporting company,
10 provided a transcript of “776775D2E58C45ADB7604CF272714B4D.wav.” I reviewed
11 the transcript for accuracy and attached it hereto as **Ortiz Attachment F** is a true and
12 correct copy, with personally identifiable information redacted.

13 10. In October 2017, Defendants produced a customer call recording titled
14 0B3E48BD5E9144F7843079FB916F6DB5.wav. A true and correct copy of the call
15 recording is attached hereto as **Ortiz Attachment G**.

16 11. On April 18, 2018, For The Record, Inc., an independent court reporting company,
17 provided a transcript of “0B3E48BD5E9144F7843079FB916F6DB5.wav.” I reviewed
18 the transcript for accuracy, and attached it hereto as **Ortiz Attachment H** is a true and
19 correct copy, with personally identifiable information redacted.

20 12. In October 2017, Defendants produced a training call recording titled
21 E14525E40DFD487087E0D1216EA4591B.wav. A true and correct copy of the call
22 recording is attached hereto as **Ortiz Attachment I**.

23 13. On April 18, 2018, For The Record, Inc., an independent court reporting company,
24 provided a transcript of “E14525E40DFD487087E0D1216EA4591B.wav.” I reviewed
25 the transcript for accuracy and attached it hereto as **Ortiz Attachment J**.

26 14. Attached hereto as **Ortiz Attachment K** is a true and correct copy of Defendants’
27 January 10, 2018 letter addressed to the FTC Acting Chairman Maureen Ohlhausen and
28 Commissioner Terrell McSweeney.

1 15. Attached hereto as **Ortiz Attachment L** is a true and correct copy of the FTC’s January
2 29, 2018 letter addressed to Defendants’ Counsel.

3 16. Attached hereto as **Ortiz Attachment M** is a true and correct copy of Defendants’
4 February 22, 2018 letter addressed to FTC Staff.

5 17. On April 19, 2018, I visited the Internet Archive’s website, archive.org. Internet Archive
6 is a non-profit organization that maintains a digital library of published Internet sites
7 accessible through the Wayback Machine. I searched the Internet Archive’s Wayback
8 Machine for versions of FEBC’s website, www.febpc.com, and found the most recent
9 archive occurred April 7, 2018. Using the print screen keyboard function, I captured the
10 bottom portion of the FEBC website landing page available in the Wayback Machine.

11 Attached hereto as **Ortiz Attachment N** is a true and correct copy of the bottom portion
12 of the FEBC landing page as it appeared to the public on April 7, 2018. The FEBC
13 published website listed New Benefits, Ltd. in Texas as FEBC’s discount plan
14 organization that services FEBC clients. According to the Declaration of Gilbert
15 Vasquez, filed with the FTC’s Reply, FEBC only enrolled six individuals in New
16 Benefits’ plans.

17
18 I declare under penalty of perjury that the foregoing statements are true and correct. Executed in
19 San Francisco on April 19, 2018.

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22 Kelly C. Ortiz
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Ortiz Attachment A

Complaint Activity Summary

Complaint ID #: 12653214

Business Information:

American Financial Benefits Center
1900 Powell St Ste 600
Emeryville, CA 94608
(800) 488-1490

Consumer Information:

[REDACTED]

Mr. Brandon Frere Manager

Complaint Details

Date Filed: 1/29/2018

Nature of the Complaint: Contract Issues

Date Opened: 01/29/2018

Date Closed: 2/10/2018 6:09:00 AM

Consumer's Original Complaint:

AFBC is a scam. They misled me and guaranteed that my loans would be forgiven after paying a fixed amount for 10 years. I JUST learned after two years of paying AFBC that I have only been paying AFBC (NOT on my student loans) for their "services" that they defined as "advocating" for my lowest possible payments (which are determined by FedLoan, and I can advocate for myself), and "document preparation" (which involves scanning my paperwork to FedLoan, which I can do myself). So, I paid AFBC over \$2400 to have them do what, exactly...bombard me with requests for customer service satisfaction surveys? Guess what? NOT SATISFIED! AND BROKE!

Consumer's Desired Resolution:

I WANT A FULL REFUND. Your business is unethical.

Complaint Timeline:

- 01/29/2018** Automation: Auto Process
[Complaint Form](#)

- 01/30/2018** Pending initial Business response: Action Taken
[Threshold Application](#)

- 02/01/2018** Business Responded to Complaint: Action Taken: Extranet
brandon@afbcenter.com

- 02/07/2018** Pending consumer Response: Action taken
maiteb@bbbemail.org

- 02/09/2018** Close the complaint as Resolved: Action Taken: Extranet
[\[REDACTED\]@gmail.com](mailto:[REDACTED]@gmail.com)

- 02/10/2018** Resolved: Action Taken
[Threshold Application](#)

Ameritech Financial

Case #: 12620209

Consumer Info:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@gmail.com

Business Info:

Ameritech Financial
5789 State Farm Drive #265
Rohnert Park, CA 94928
(800) 792-8621

Date Filed: 1/17/2018 5:42:08 PM

Nature of the Complaint: Customer Service Issues

Consumer's Original Complaint:

I agreed to the services with the understanding that my loans would be worked on and lowered for repayment. For one year they had my account in deferment for a majority of the time and after an agreed upon amount was set to start my repayment I only received information from the loan servicer to state my repayment amount. The following month my payments went up nearly \$1,300.00. When I called (called almost every single month) to have them look into the account I was so frustrated with having to reach out every month I took it upon my self to contact my loan servicer to find out what happened. Where I was told I was placed into a different agreement. When I called the company back I was given a list of "issues" with the loan servicer, including that they are being investigated. Prior to this last time I had called and requested not to have them help and I was assured everything would be handled and fixed to my satisfaction. It was not done and I am no longer willing to work with them as they continue to charge me a monthly fee.

Consumer's Desired Resolution:

I would like a refund since the service was not adequately provided as promised and an apology for the lack of customer care.

Complaint Timeline

- 01/17/2018** Automation: Auto Process
Complaint Form
- 01/18/2018** Pending initial Business response: Action Taken
Threshold Application
- 01/24/2018** Business Responded to Complaint: Action Taken: Extranet
tom.knickerbocker@ameritechfinancial.com
- 01/25/2018** Pending consumer Response: Action taken
maiteb@bbbemail.org
- 01/25/2018** Close the complaint as Resolved: Action Taken: Extranet
[REDACTED]@gmail.com
- 01/26/2018** Resolved: Action Taken
Threshold Application

Complaint Messages

01/24/2018 - Handler

Respond to Complaint

Our Customer Service team was able to contact Ms. [REDACTED]. After an explanation of the services performed on her file during her enrollment with us, we provided her with a partial refund for services rendered. She has confirmed that we resolved her concerns expressed in this complaint. Thank you.

01/25/2018 - Ms. [REDACTED]

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 12620209, and find that this resolution is satisfactory to me.

Sincerely,

[REDACTED]

Ameritech Financial

Case #: 12652079

Consumer Info:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@gmail.com

Business Info:

Ameritech Financial
5789 State Farm Drive #265
Rohnert Park, CA 94928
(800) 792-8621

Date Filed: 1/28/2018 12:09:50 PM

Nature of the Complaint: Billing or Collection Issues

Consumer's Original Complaint:

I am in a re-payment plan with the U.S. Department of Education. A company , Ameritech Financial, sent me an email last year, I began paying an amount of \$82.00 per month based on my income. The amount has been paid for exactly one year in January 2018. Each month I receive from Great Lakes, who is the service provider from the Department of Education that shows a zero balance of re-payment. I recently compared the information from Ameritech to the information I received from Great Lakes, and came to the conclusion, that I should not paying another business any monies at all, I received an email requesting my password and login information, but when I selected Forgot Password, nothing happened. I then called Ameritech and got the runaround about the password. This went on for a few weeks. So, I asked to speak to a Supervisor on January 25, and was told that I could not speak to anyone at the time and was given a call back date for Wednesday, February 31, to talk with someone, not necessarily a Supervisor. That's when a few Red Flags showed up. I wasn't receiving answers to my questions, always speaking to a different person when I called.

Consumer's Desired Resolution:

I will appreciate a refund in full from Ameritech Financial to resolve this matter.

Complaint Timeline

- 01/28/2018** Automation: Auto Process
Complaint Form
- 01/29/2018** Pending initial Business response: Action Taken
Threshold Application
- 02/07/2018** Business Responded to Complaint: Action Taken: Extranet
tom.knickerbocker@ameritechfinancial.com
- 02/09/2018** Pending consumer Response: Action taken
maiteb@bbbemail.org
- 02/12/2018** Close the complaint as Resolved: Action Taken: Extranet
[REDACTED]@gmail.com
- 02/13/2018** Resolved: Action Taken
Threshold Application

Complaint Messages

02/07/2018 - Handler

Respond to Complaint

Update: Our Customer Service team has been unable to contact Ms. [REDACTED] to resolve her complaint. It is a priority for us to address her concerns, and we will continue attempting to reach out to her. Thank you.

02/12/2018 - Ms. [REDACTED]

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 12652079, and find that this resolution is satisfactory to me.

Sincerely,

[REDACTED]

Complaint Activity Summary

Complaint ID #: 12674548

Business Information:

Ameritech Financial
5789 State Farm Drive #265
Rohnert Park, CA 94928
(800) 792-8621

Consumer Information:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@gmail.com

Mr. Brandon Frere President/CEO

Complaint Details

Date Filed: 2/8/2018

Nature of the Complaint: Billing or Collection Issues

Date Opened: 02/08/2018

Date Closed: 2/24/2018 6:07:32 AM

Consumer's Original Complaint:

This third party company contacted me saying they would be able to pay down my student loans and once I gave them my information to help me get registered they transferred me to a different third party company to handle the loan payments. Upon calling FedLoan I was notified that this company was a scam and that I was advised to discontinue my transaction with all the third party companies.

Consumer's Desired Resolution:

I want this Ameritech company shut down for their wrongful claims that they will help students with their loans debts and then take their information and scam them on money.

Complaint Timeline:

- 02/08/2018** Automation: Auto Process
[Complaint Form](#)
- 02/09/2018** Pending initial Business response: Action Taken
[Threshold Application](#)
- 02/13/2018** Business Responded to Complaint: Action Taken: Extranet
tom.knickerbocker@ameritechfinancial.com
- 02/16/2018** Pending consumer Response: Action taken
maiteb@bbbemail.org
- 02/24/2018** Answered: Action Taken
[Threshold Application](#)

Ameritech Financial

Case #: 12723170

Consumer Info:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@gmail.com

Business Info:

Ameritech Financial
5789 State Farm Drive #265
Rohnert Park, CA 94928
(800) 792-8621

Date Filed: 3/7/2018 2:08:27 PM

Nature of the Complaint: Billing or Collection Issues

Consumer's Original Complaint:

I was advised by Great Lakes back in late January of 2018 that due to my zero dollar payment plan with them, I was being scammed out of a monthly fee of \$173.00 from Ameritech Financial/RAM. I called Ameritech Financial to end any dealings I had with them and informed my bank of the situation. I opened up a claim dispute with my bank on AM. A couple of months later my bank informed me that they had to side with Ameritech due to the bogus documents they provided with my signature. I was under the assumption that Ameritech Financial was consolidating my loans, they courted me for little over a year to consolidate my loans. So naturally I thought they were performing a service. THEY DID NOTHING! AND GOT PAID FOR IT. Low and behold, I was already under contract with Great Lakes since August of 2017. Great Lakes is, an authentic company that branches out from the Department of Education. AMERITECH FED ME LIES AND BS JUST TO OBTAIN PASSAGE TO MY CHECKING ACCOUNT EVERY MONTH. They took advantage of me, who at the time was someone who was trying to pick up the pieces of my life and get them back on track after losing a parent to cancer. The final statement from Great Lakes and the Department of Education is that this company (Ameritech Financial) did ABSOLUTELY NOTHING FOR ME, AND IS JUST SITTING BACK COLLECTING FEES FROM MY ACCOUNT. Shame on them.

Consumer's Desired Resolution:

I would like the four installments of \$173.00 returned to my account and bring about awareness of this bogus scam company to be advertised severely. They should be put out of business.

Complaint Timeline

- 03/07/2018** Automation: Auto Process
Complaint Form
- 03/08/2018** Pending initial Business response: Action Taken
Threshold Application
- 03/18/2018** Reminder sent to Business: Action Taken
Threshold Application
- 03/20/2018** Business Responded to Complaint: Action Taken: Extranet
tom.knickerbocker@ameritechfinancial.com

03/26/2018 Pending consumer Response: Action taken
maiteb@bbbemail.org

04/03/2018 Answered: Action Taken
Threshold Application

Complaint Messages

03/20/2018 - Handler

Respond to Complaint

Our customer service team has been unable to contact Mr. [REDACTED]. It is our priority to resolve this complaint and show a breakdown of the services provided for him. We will continue attempting to contact Mr. [REDACTED] until we hear otherwise. Thank you

Ameritech Financial

Case #: 12725788

**Consumer
Info:**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]hotmail.com

**Business
Info:**

Ameritech Financial
5789 State Farm Drive #265
Rohnert Park, CA 94928
(800) 792-8621

Date Filed: 3/8/2018 4:53:29 PM

Nature of the Complaint: Advertising Issues

Consumer's Original Complaint:

Ameritech told me that under the Public Service zlian Forgiveness program that my monthly payments made for 10 years would result in student loan forgiveness but the fees they have collected from me have not gone towards my student loan payments. I want my money back.

Consumer's Desired Resolution:

\$3,000 for fees paid from June 2016 through February 2018

Complaint Timeline

- 03/08/2018** Automation: Auto Process
Complaint Form
- 03/09/2018** Pending initial Business response: Action Taken
Threshold Application
- 03/19/2018** Business Responded to Complaint: Action Taken: Extranet
tom.knickerbocker@ameritechfinancial.com
- 03/21/2018** Pending consumer Response: Action taken
maiteb@bbbemail.org
- 03/29/2018** Answered: Action Taken
Threshold Application

Complaint Messages

03/19/2018 - Handler

Respond to Complaint

Per Ms. [REDACTED] request, we are awaiting confirmation from her loan servicer showing that her loan payments have been considered qualified payments for Public Service Loan Forgiveness before Ms. [REDACTED] can consider this matter resolved. Depending on the complexity of the audit and Fedloan's backlog, this process may take a few weeks. While we were able to successfully consolidate her loans and successfully assist in her enrollment into an income-based repayment plan while she was our client, we do not have the ability to expedite a servicer-level audit for Public Service Loan Forgiveness qualifications. In the meantime, we have cancelled her file, also by her request. Thank you.



Better Business Bureau, Inc.
serving the San Francisco Bay Area and Northern Coastal California
1000 Broadway, Suite 625
Oakland, CA 94607-4042

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Sean S [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 05/11/2017

Feedback:

Company charges clients thousands of dollars to enroll them into Income Based Repayment Programs of which they can do on their own for free at more than half the time on department of education website posted here

***** They get away with this by exaggerating how hard it is to fill out the application to enroll on their own. They also ask clients to increase their family size to lower their monthly payment with a poor definition of family size. Clients are also asked to pay a 'member benefits portion' which averages around an extra 100 a month for services they dont need such as lifelock and emergency roadside assistance. Also their notices in the mail don't even have the company name of them forcing poor individuals to call them first. Do yourself a huge favor and just enroll in an income based repayment program on your own

Here is the link it will take you less than 10 mins.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Ashton G [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 06/21/2017

Feedback:

This company seems to define the federal definition of "household" differently than the actual federal definition. They emphasize the federal definition but then go on to tell you that you should include people you purchase gifts for or financially contribute to up to 14 members of the "household" even if these people do not live with you. The person who was working with me told me that he's single, never been married, and his "household" was larger than 4. When I opted out of utilizing the program, the person became pushy and tried using scare tactics on me to convince me to utilize the program even though my loans are in in school deferment as I am currently taking classes. He refused to listen to me, constantly talking over me. I do not think this company is operating on an ethical or professional platform.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Rachelle L [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 06/22/2016

Feedback:

I received 3 mailing postcards from "Student Loan Department" over the last 3 weeks. I was able to track down that AmeriTech Financial is behind the student loan financial help today claim. There is no way to contact them to asked to be removed from their list without providing more contact information. I find their tactics to be harassing in nature.

P.S. Loan consolidation programs are available through the federal loan program.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Sandra B [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 08/18/2016

Feedback:

scam...customer service terrible. Sale personnel promises wonderful benefits but does not share good information about the \$1000+ cost for the lousy service. All they do for you is to complete the forbearance request and don't resolve any issues in an effective and proactive matter. Unfortunately I lost more than \$1,000 and now my situation with the loans is worst. Call your federal loan agency they will be more than happy to help you understand your options and the forms and filing them is free.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Marna R [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 11/10/2016

Feedback:

I find the company to be very misleading. After an hour on the phone I learn that half my monthly payment would go to pay for a member benefits package that I didn't want or ask for. They also changed the quoted payments during the verifying process.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Daniel A [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 12/07/2016

Feedback:

Basically in a nut shell, they said I qualified for a 0 dollar IBR, which in turn I assumed that meant no payments? They did not mention that they were going to take out the service fee. To me if I qualify for a 0 dollar IBR, how the hell im I supposed to pay a 400 dollar service fee, which was not explained to me. Instead of them paying anything towards my loans they took almost 400 dollars out of my account, when I asked about this, this was for all the hard work they had done for me to get me a 0 dollar IBR, which basically is another forbearance with no interest. They are very misleading and I will not see that money again. To make a long story short when I spoke to the manager, instead of trying to make it right, he tried to make more money off me. To this day they have done nothing to help me get my loans consolidated or make payments against. I would not go with them. They are con-artists..... When asked why they took the money out after two months of trying to tell them I wanted to start at the beginning of the year, which is on phone record, I was told they are not mind readers and I should of been more specific. Like I said when you come to me and my financial situation dictates a 0 dollar payment, that means 0 DOLLARS, did not know I had to spell it out for them not to take out a service fee, that I have been asking for them to not start taking out until the start of 2017. They are a fraudulent company, please be careful and do not use them.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Nicole G [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 01/23/2018

Feedback:

I recieved a mail flyer from this company. Upon further investigation I found that the company placed one of my social media pictures on the front of the flyer which includes a minor. I do not appreciate this kind of marketing tactic. I find it strange and rude. For this reason I would not pursue buisness with this company. I feel like they stalked me. This company needs to rethink their marketing tactics.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Gloria H [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 01/26/2018

Feedback:

I received a post card from them with a picture of me on it. It is weird and scary at the same time. I never signed up for them and I refuse. You do not do this of this nature. Not sure where the picture came from

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Rhonda C [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 02/15/2017

Feedback:

This company has cost me so much extra money. Besides the money they have swindled me out of I am also paying my student loan payment which is what Ameritech is suppose to be taking care of. As of yet they have completed anything they have promised me they would do and it has almost been a year now. You can never contact the same person twice. I have sent in their requested forms signed several They also call and send emails everyday, even though I have told them time after time I work don't call me at work call me after work do they do that nope right in the middle of my work day....I have tried to cancel this program but some how they keep telling me to be patient and not to pay my fed loan they are taking care of it....that cost me \$500.00.... and after all this time they still send me and call me all the time about forms I have sent in number of times. so far they have cost me a couple thousand....buyers beware

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Paul A [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 03/14/2017

Feedback:

I received a nice letter that was very deceitful. Showed up in an envelop that appeared to originate from the Govt with no return address. It appeared to be a legal document. Inside was a pink paper which usually signifies a late notice in the collection world. Inside the envelope you will find NO MENTION that the company is Ameritech Financial, thus some people could easily believe this was actually potential help from the Federal Student Loan Dept. I will add - there is very small print at the bottom for all their disclaimers. But, no company name once again. To me this is elusive and purposely deceitful. I called the number on the letter just to find out who was behind all of this and was told it was Ameritech Financial.

Anyone that has done extensive research on Student Loans knows you can not get out of it. You can get deferments up to so many days/months at a time, but; you will pay it back even if it takes 30 years. There is nothing this company can do that you can not do yourself with a little effort. So save you money and avoid the trap. This letter was purposively deceiving to pull people in and make money off off of your hardshelps. Don't fall for it.

This method of Marketing (for lack of a better word), bothers me so much that I plan to take any and all measures to stop them from this type of scamming attempt. That's what it is at the end of the day, false promises and false intentions provided to the uninformed.

Shame on Ameritech Financial

Let people know up front that you are the one offering this service. You're not going to pull the fleece over my eyes and I hope to stop you from financial harming others as well.

I look forward to working with the Attorney Generals offices and everywhere I can expose this tactic.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Brittney C [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 04/12/2017

Feedback:

I paid over 1000+ dollars for nothing. They were not going to submit my paperwork until the end of the 10 years, which in this state of time, would not allow me to be grandfathered into the PSLF, if it were to be discontinued prior to the end of my ten years. You would still make membership payments if your repayment rates went up. Oh no! 0 dollars, should mean just that! Especially because they took 800+ out my pocket up front for initial processing of paperwork.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Amryl H [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 11/14/2017

Feedback:

I was cohurst under false pretense with this company. My money i keep sending to help with my loans are used for other things besides helping with the loans. They tried convincing me where my money is going just to keep a zero balance on my loan, but increased with high interest

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Zubia A [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 01/06/2018

Feedback:

This company contacted via phone and mail claiming that they could help with lowering my monthly student loan payment. Their employee mistakenly took my already consolidated loan and re-consolidated to combine a very small amount of \$2000 in loans to the large already consolidated loan. In doing so she basically cancelled out all my prior loan payments that counted towards the 120 consecutive payments I have to make for Public Service Loan Forgiveness (PSLF) program, which means she set me back in my loan forgiveness by 4 years. Instead of only having to pay loans for 6 more years I basically had to start over for a 10 year re-payment because of her stupid and uninformed actions. Prior to taking this action I asked them several times over phone if my previous loan payments towards PSLF would be affected and they said no. They did not refund me my loan payments nor could they correct their mistake. They admitted their mistake on the phone but otherwise there was no way for me to recover the time I had lost in loan re-payment. These people do not know what they are doing with student loans so do not trust them.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Melissa B [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Published

Experience Rating: Negative

Submitted: 01/18/2018

Feedback:

I received a solicitation in the mail today from this company. It was a postcard offering to have my student loans forgiven. The photo on the card was a man wearing mirrored glasses. In those mirrors reflecting back at me was a photo of myself and my daughter. I called the company to tell them this is not ok and to remove me from their mailing list. I feel this is a gross invasion of privacy and told them so. Any company taking photos of people off the internet to use in marketing is not a legitimate one.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Melissa J [REDACTED]

Zip Code: [REDACTED]

Status: Customer Submitted Complaint

Experience Rating: Negative

Submitted: 04/19/2016

Feedback:

Ameritech Financial has fast talking sales reps that make everything sound amazing and once you sign up, they harass you for paper work I received 3-5 phone calls a day on top of 3-5 emails. Then they would call me and tell me that the paper work that I turned into them was the wrong paper work. This is paper work that they emailed to me from their company, I did not get it from any where else. This was my first concern and tried cancelling when all of this happen. Once again a fast talking manger got on the phone and told me that I was not allowed to cancel and that I wold not be refunded the money that I have paid because they don't refund people. This company has bed customer service they blame the client for their mistakes and do not keep in contact with you what so ever. I called 5 time in 24 hours and each time I was told that someone would call me back in 30 minutes, when I finally was able to get a hold of someone o the 2nd day they said that they had no record of me calling. I called 2 different numbers 800-792-8621 and then was told if I wanted to talk to someone I had to call 954-537-1624 this number was just an answering service that took messages and obviously doesn't give anyone the message. This company is a joke, their customer service department is rude, and the mangers try to make excuses that what has happened is your fault instead of listening, understanding, and helping you, or listening to your request to cancel.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Katrina L [REDACTED]

Zip Code: [REDACTED]

Status: Customer Submitted Complaint

Experience Rating: Negative

Submitted: 05/16/2017

Feedback:

I am currently with this company; they are saying that I qualified for loan forgiveness and to not pay any attention to the loan servicer (Navient) because its in there hands. I am still receiving emails from Navient and each time I contact Ameritech, its a different story. There is no loan forgiveness program. Not sure what next to expect - they are saying they are negotiating a lower payment. They are taking money from me for services not yet rendered.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Stacey J [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Not Published

Experience Rating: Negative

Submitted: 12/05/2016

Feedback:

This company is very misleading. On their website, they claim they will not take money from you until you are enrolled in the government program. They took 4 months of payments from my account and I was still getting delinquency notices from FedLoan. FedLoan advised me not to deal with them. I then found out they are a 3rd party doc preparation service. When signing up, they led me to believe they were with a government program. Very carefully worded sales pitch. I am still fighting to get my money back.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: Lauri A [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Not Published

Experience Rating: Negative

Submitted: 12/16/2016

Feedback:

Lying scam artists take your money and then clam that they are just a document preparation company not a student loan servicer. I am out over a 1000 bucks and I am contacting the federal trade commission and the consumer protection bureau. i got a letter from Dep. of Ed saying my loan was past due. The lady who signed me up claimed the money I was sending in was my student loan payment. Run, don't walk away from these liars.

Business: Ameritech Financial

BID #: 878310

Customer Review:

Submitted By: John B [REDACTED]

Zip Code: [REDACTED]

Status: Reviewed and Not Published

Experience Rating: Negative

Submitted: 01/12/2018

Feedback:

I recieved a postcard in the mail (along with many phone calls) stating Student loan forgiveness program. Since I dont know much about how the student loan system worked, I assumed they had some connection to the actual loan system. Let me say that no where on the postcard did the company name come up, nor looking up the 1800 number online have any connection to Ameritech. The issue I have is the shady way they did things, first when i called they said "hello, am i speaking with Keith?", which i replied "no my name is John", which they replied, "oh I am sorry, our system pulled up your name when you called as Keith, with number [REDACTED]" this is the google hangouts number that is defaulted when you call a phone number from it without google voice number. I then gave them my number, cause I am dumb and didnt think I would be a target. They acted like they actually had control of the loan, and basically through some verbal word placements, I was unknowingly telling them certain information, that honestly I didn't think was crucial but ended up being exactly what they were looking for. Like how much my total loan was... they offered a plan to me, but said that they needed to speak to a manager to get something approved and would call me back in an hour or so. Twenty min after I hung up I get a phone call from a number I dont know (forgetting that I have Navient, my student loan company in my phone book). A woman says hello, i am calling from Navient (right there I should have had red flags, since Navient NEVER calls you with a real person). But again through some tricky back tactics that I found out about later, I answered some questions about my student loan, even giving them my birthday to authenticate myself. At this point I felt really strange, its so random that Navient would call right after I spoke to this person about fixing my loans. This continued, I told the rep when he called back with the better offer about the Navient call, he replied, "ya alot of people have that happen, lol, they much bug our phone system or something". He then offered me something compared to the previous program, something amazing, first payment of \$28, followed by paymetns of \$53 up to month 33 and then \$28 till the end of the 25 year term. Under the speculation that if I would to get increase in income it would change accordingly, and that the loan can't be payed off early, it remains for the 25 years.

He then asked me some generic verification questions, mothers maiden name, the color of my first car (a question that seemed weird that I would choose, since car colors are limited and could be easily guessed), Elementary school name. thinking that these questions were something he had in his system. He "verified" other information, like my email, he had to send me an email for me to sign and return. I read the form, it seemed pretty basic and it didn't seem to be anything that needed signature, but there he had my email address(but I had the company he works for). This back and forth continued, me trusting what he could do, him phishing information he needed. Overall he got to a point where he needed my social, which i stopped and wouldn't give. What he was doing is creating log ins for studentloans.gov (they use a generic social of 12345****) to create an account, then they go on to your loan company, do the same, Navient requires that you entire your social or account number when you sign into a new browser, so this stopped him. I had to go on and reset everything, when he was asking the verification questions, thats what he was setting up on my account. It bothered me a bit that he was doing this, since if he disclosed completely

what he was doing then I would have probably went with the deal. I contact Navient later, asking if they called me right around the time i got off the phone with Ameritech. They said no, but i called (20 min difference) asking about a possible program they might approve. What I learned is that Navient would have taken the plan they offered, partly cause, it increased my student loan by 5 years, based on the income based payment plan, I would then be stuck for another 5 years paying back the loan, and probably increasing my total loan due to around \$200k on a \$60k B.S. degree. They do things in such a shady way, but they did help me learn the ins and outs of how the student load system works. The things that they spent hours working with me doing, when I went on to Studentloans.gov went to income based repayment plans, then filled out the online questionair. It took me less then 5 min to have to completed and submitted, and with a better payment then they offered, however it is only set for the year, and has to be recertified yearly otherwise the loan company will hike up the payments like crazy.

I look at how things occured, and it sucks that I almost fell for it, but at the same time, I notice that what they were offering actually helped Navient, so when they offered the plan, Navient was ready to accept it, without offering me to go on to studentloans.gov site to check out what it would be. So they were just in the wrong as the others, plus the \$800 fee that they would charge me which i didn't know at all about until i researched there website, is placed on the monthly loan repayment, that gets payed to Navient directly.

Overall its just alot of shadyness that if they were helpful and honest I would have probably went with. Since it would have been a set plan for the duration, and when I had an increase in income would end up being much better for me overall.

Just remember to never give your social out, be careful of any other information you give too.

Ortiz Attachment B



Better Business Bureau, Inc.
serving the San Francisco Bay Area and Northern Coastal California
1000 Broadway, Suite 625
Oakland, CA 94607-4042

Business: Financial Education Benefits Center (FEBC)

BID #: 545762

Customer Review:

Submitted By: Jhon [REDACTED] [REDACTED]@yahoo.com>

Zip Code: [REDACTED]

Status: Reviewed and Not Published

Experience Rating: Positive

Submitted: 12/03/2016

Feedback:

I had no idea how to go about saving money after college especially with this many payments due to pay back. Financial Education Benefits Center gave me the tools to learn, and now I'm saving on some of my monthlies. Every little bit counts!

Business: Financial Education Benefits Center (FEBC)

BID #: 545762

Customer Review:

Submitted By: Ricky [REDACTED] [REDACTED]@yahoo.com>

Zip Code: [REDACTED]

Status: Not a Customer (Business)

Experience Rating: Positive

Submitted: 11/02/2016

Feedback:

FEBC is a great company. Redid my debt payments and made them less.

Ortiz Attachment C

Record # 1 / 94599900 / Consumer Sentinel Network Complaint			
Reference Number:	94599900	Originator Reference Number:	180405-3009339
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	<p>CFPB Issue Type: Dealing with your lender or servicer Don't agree with the fees charged --- What Happened: On 8/28/2015, I contacted American Financial Benefits Center (AFBC) to help consolidate my student loans from Fed Loan. My initial fee to start the process was \$600 that was paid in 6 \$100 payments. The total (not including the start up fee) was \$1188 for a 12 month fixed term until I cancelled the services. The enrollment was automatically renewed on a month to month basis at a cost of \$99/month. I ended my connection with AFBC on February 21, 2018. As of the date of cancellation, I paid \$2871. I cancelled due to information that I received from both my credit report and my loan provider (Fed Loan). I noticed on my credit report (in February), that my credit score dropped. After checking my Fed Loan account, it shows that my payments were late starting in July 2017 and my payments have not gone down. I contacted AFBC regarding this. They stated that I needed to fill out current paperwork and they have been trying to contact me via email. I checked my emails and found that the emails the stated they sent were in my junk mail. They stated that it was common that their emails often went to junk mailboxes. I also asked why my loan payments haven't gone down after I have been paying them for over 2 and a half years. They stated that they do not pay the loan and they only handle the paperwork for my student loan. I contacted Fed Loan and was informed that AFBC is a third party that files the paperwork that I could have done myself for free with the help of the Fed Loan employees. After talking to the Fed Loan representative, she informed me that my household number that AFBC was putting on my paperwork was 9 when it should have been 5 (at the time of the initial document preparation in August of 2015. After bringing this to the attention of AFBC, they stated that this is what I told them. I further informed them that I was going off of the direction given to me by Suzanne Heffner, the client representative at AFBC. I briefly remember the conversation (at the time I questioned it myself). Suzanne told me that a family member is someone that I financially support, including sending money in birthday cards or helping someone out with some money. Therefore, I came up with 9. After talking to the Fed Loan representative, she read me the definition of family size and it was suppose to be 5 (now it is 4 due to a child moving out). The Fed Loan representative stated that this is fraud and that I need to file a complaint. This number change will effect what my monthly payments would be. From what I now understand, AFBC was only filing forbearance requests due to financial difficulties and Public Service Loan Forgiveness (PSLF). I don't know how long this would have gone. --- Have contacted: CC Issuer --- Fair Resolution: I would like a total refund of my payments given to AFBC.</p>		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	04/11/2018 12:24:38 AM
Created By:	CFPB-USER	Created Date:	04/05/2018 3:44:59 PM

Updated By:		Updated Date:	
Complaint Source:	Consumer Financial Protection Bureau	Product Service Description:	Lending: Student Loans
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	04/05/2018	Transaction 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?:	No
Consumer Information			
Consumer Small Business or Organization:			
First Name:		Last Name:	
Address 1:		Address 2:	
City:		State:	
Zip:		Country:	UNITED STATES;
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	gmail.com
Age Range:	30 - 39	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			

Subject:	American Financial Benefits Center	Normalized Name:	American Financial Benefits Center
Address 1:	311 Professional Center Dr.	Address 2:	
City:	Rohnert Park;	State/Prov:	California;
ZIP:	94928;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Associated Subject			
Company:	Federal Trade Commission	Normalized Company:	FTC Imposter
Company Type:	CFPB Provided Data	Address:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	http://www.ftc.gov
Phone Number:	918-7867071	Ext:	

Record # 2 / 90546762 / Consumer Sentinel Network Complaint			
Reference Number:	90546762	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	consumer reported that she has been paying AFBC Loans that would do paper work between her and fed loans and after 10 years they could forgive her loan, one of her friends notified her that fed loans offer that for free and when she called fed loans and they notified her that she owed money, what the company did was put it on a status which it would not affect her credit.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	11/28/2017 12:52:17 PM
Created By:	ACASTANEDA	Created Date:	11/28/2017 12:52:17 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Call Center	Product Service Description:	Lending: Student Loans
Amount Requested:	\$2,400.00	Amount Paid:	\$2,400.00
Payment Method:		Agency Contact:	Phone
Complaint Date:	11/28/2017	Transaction Date:	01/01/2015
Initial Contact:	Mail	Initial Response:	Mail
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 Information			

Consumer Small Business or Organization:			
First Name:		Last Name:	
Address 1:		Address 2:	
City:		State:	
Zip:		Country:	UNITED STATES;
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:	30 - 39	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	AFBC Loans	Normalized Name:	Afbc Loans
Address 1:		Address 2:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:	customer.service@afbcenter.com	URL:	
Phone Number:	800-4881490	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Associated Subject			
Company:	Unknown	Normalized Company:	Unknown
Company Type:	Affiliate	Address:	
City:	;	State/Prov:	;
ZIP:	;	Country:	;
Email:	income.doc@afbcenter.com	URL:	
Phone Number:		Ext:	

Record # 3 / 90516770 / Consumer Sentinel Network Complaint			
Reference Number:	90516770	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	The consumer stated that she received a letter AFBC Loan Company in the mail from for student loan reconsolidation. the consumer stated that she has paid the consumer \$100 for two years now. Call dropped.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	11/27/2017 1:18:43 PM
Created By:	GJONES	Created Date:	11/27/2017 1:18:44 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Call Center	Product Service Description:	Lending: Student Loans
Amount Requested:	\$2,400.00	Amount Paid:	\$2,400.00
Payment Method:	Bank Transfer Other	Agency Contact:	Phone
Complaint Date:	11/27/2017	Transaction Date:	11/01/2015
Initial Contact:	Mail	Initial Response:	Phone: other
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 Information			

Consumer Small Business or Organization:			
First Name:	██████	Last Name:	██████
Address 1:		Address 2:	
City:	;	State:	;
Zip:	;	Country:	UNITED STATES;
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	AFBC Loan Company	Normalized Name:	Afbc Loan Company
Address 1:		Address 2:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 4 / 90191834 / Consumer Sentinel Network Complaint			
Reference Number:	90191834	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	<p>I received mailings regarding school loan assistance. They looked appropriate. It was AFBC, I called and after discussions they said they could possibly help me with my school loans. They called me back saying I was accepted and they would be my new school loan provider. I was placed on a payment plan with them in August, 2015. I gave them all my personal information from prior school loan. The payments was taken out of my account. I feel very ignorant about this but I was in a desperate situation and needed assistance. To make it easy for me (they said) initialed a blank contract and return. That they would complete it. The payments was a lot more than what they said. It was a \$249 then \$99. But then she said \$249 for 5 months. Every time I questioned them they said everything was fine. I spoke to different people. Once I was in this a while, I receive information from an other school loan provider, I didnt understand. AFBC said finally they were my loan company as in a subcontractor for them. I would always go through them and pay them. Come to find out I was approved to pay \$0 through my school loans until now and that AFBC was nothing but a third party frauding me. The only thing they did was turn in my pertenant information to them once a year. I'm being billed every month. I received an email from my real fedloan stating I will start paying them directly December 2017, I spoke with them and let them know I was paying AFBC and they said that was not going toward my school loan that that was a third-party and that I was being frauded and misled. They have misled me since July of 2015 and continue to want to pay them. I close that debit account. There's no way I could pay both of them and I don't think it's right I should be paying them anyway they misled me and when I questioned it they always had answers and also reminded me that I signed a contract which was actually a blind one but it was a true contract they said. I feel misled totally with them and I'm not sure if I should contact them or just try to ignore all the calls and emails I'm getting from them throughout the day, everyday. They have been paid at least \$4,761. I would like to know what to do if you could help me to know how to handle them. Peviously I spoke with a Holly Novak also with my questions, concerns and she never told me the truth. I dont want to see all these people getting misled. 800-488-1490 ext. 0 is there number. fax 888-334-6281 www.afbcenter.com. I really think they should not lie to people. They take people in desperate situation and make it worse for them. Thank you for your time. [REDACTED]</p> <p>[REDACTED] Other-Other Update</p>		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	11/13/2017 7:06:25 AM
Created By:	FTCCIS-FTCUSER	Created Date:	11/13/2017 7:06:25 AM
Updated By:	CRSS\rhunter	Updated Date:	11/16/2017 10:11:14 AM

Complaint Source:	FTC Mobile Complaint Assistant	Product Service Description:	Debt Management\Credit Counseling
Amount Requested:		Amount Paid:	\$4,761.00
Payment Method:	Bank Account Debit	Agency Contact:	Mobile
Complaint Date:	11/13/2017	Transaction Date:	07/13/2015
Initial Contact:	Mail	Initial Response:	
Statute/Rule:	FTC Act Sec 5 (BCP) Rule\Other	Law Violation:	Deception/Misrepresentation Other (Note the Violation in the Comment Field)
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:	██████████	Last Name:	██████████
Address 1:	████████████████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:	██████████	Cell Number:	██████████
Work Number:		Ext:	
Fax Number:		Email:	██████████@gmail.com
Age Range:	50 - 59	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			

Subject:	American Financial Benefits Center	Normalized Name:	American Financial Benefits Center
Address 1:	311 Professional Center Drive. Ste2	Address 2:	
City:	Rohnert Park;	State/Prov:	California;
ZIP:	94928-____ (Cleansed: 94928) ;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Representative Name:	Erica Bufano	Title:	Case Manager

Record # 1 / 94600162 / Consumer Sentinel Network Complaint			
Reference Number:	94600162	Originator Reference Number:	180410-3022172
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	CFPB Issue Type: Dealing with your lender or servicer Received bad information about your loan --- What Happened: I was using my loan servicer Nelnet up until the end of 2015. When Ameritech a third party loan servicer, contacted me and completely confused me. Not only did they lie about consolidating my loan, which it would benefit me but they promised my loan would be paid off after I paid \$237 for 7 months and then another \$99 a month for the next 12 months to service the loan. In return, they did absolutely nothing but add an additional \$5,000 in interest and put me in a worst position than I was in before. They are preying on people that don't know how student loan consolidation works. --- Have contacted: CC Issuer --- Fair Resolution: I want all my money back from the third party. I'd like something to be rectified from the \$5,000 of the additional interest from them not helping me.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	04/11/2018 12:35:09 AM
Created By:	CFPB-USER	Created Date:	04/10/2018 7:15:07 AM
Updated By:		Updated Date:	
Complaint Source:	Consumer Financial Protection Bureau	Product Service Description:	Lending: Student Loans
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	04/10/2018	Transaction 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?:	No
Consumer Information			
Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:		Address 2:	
City:	;	State:	;
Zip:	;	Country:	UNITED STATES;
Home Number:	██████████	Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	██████████@gmail.com
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:	5789 State Farm Dr. Suite #265	Address 2:	
City:	Rohnert Park;	State/Prov:	California;
ZIP:	94928;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Associated Subject			
Company:	Ameritech Financial	Normalized Company:	Ameritech Financial

Company Type:	CFPB Provided Data	Address:	5789 State Farm Dr. Suite #265
City:	Rohnert Park;	State/Prov:	California;
ZIP:	94928;	Country:	UNITED STATES;
Email:		URL:	http://www.ameritechfinancial.com/
Phone Number:		Ext:	

Record # 2 / 94343919 / Consumer Sentinel Network Complaint			
Reference Number:	94343919	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	Consumer reports the company called Ameritech Financial, a loan forgiveness company, used her existing signature to sign a renewal account without her consent.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	04/05/2018 12:23:25 PM
Created By:	BKENDALL	Created Date:	04/05/2018 12:23:25 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Call Center	Product Service Description:	Debt Management\Credit Counseling
Amount Requested:	\$0.00	Amount Paid:	\$0.00
Payment Method:	Unknown	Agency Contact:	Phone
Complaint Date:	04/05/2018	Transaction Date:	03/15/2018
Initial Contact:	Mobile: Text/Email/IM	Initial Response:	Mobile: Text/Email/IM
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 Information			

Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	██████████	Address 2:	██████████
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:	██████████	Cell Number:	██████████
Work Number:		Ext:	
Fax Number:		Email:	██████████optimum.net
Age Range:	60 - 64	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:	1101 Investment Blvd	Address 2:	
City:	El Dorado Hills;	State/Prov:	California;
ZIP:	95762;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:	800-4881490	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 3 / 94291754 / Consumer Sentinel Network Complaint			
Reference Number:	94291754	Originator Reference Number:	11400742
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:			
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	03/31/2018 10:09:18 PM
Created By:	PSTAR-USER	Created Date:	02/01/2018 12:00:00 AM
Updated By:		Updated Date:	
Complaint Source:	PrivacyStar	Product Service Description:	Third Party Debt Collection
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	02/01/2018	Transaction Date:	
Initial Contact:		Initial Response:	
Statute/Rule:	Fair Debt Collection Practices Act	Law Violation:	Calls any person repeatedly or continuously TSR: Making a recorded sales pitch
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?:	No
Consumer Information			

Consumer Small Business or Organization:			
First Name:		Last Name:	Not Provided
Address 1:		Address 2:	
City:	;	State:	Alabama;
Zip:	;	Country:	UNITED STATES;
Home Number:	██████████	Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	AMERITECH FINANCIAL	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	;	State/Prov:	California;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:	916-3305215	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 4 / 94277101 / Consumer Sentinel Network Complaint			
Reference Number:	94277101	Originator Reference Number:	11325003
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:			
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	03/31/2018 5:47:47 PM
Created By:	PSTAR-USER	Created Date:	02/12/2018 12:00:00 AM
Updated By:		Updated Date:	
Complaint Source:	PrivacyStar	Product Service Description:	Third Party Debt Collection
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	02/12/2018	Transaction Date:	
Initial Contact:		Initial Response:	
Statute/Rule:	Fair Debt Collection Practices Act	Law Violation:	Falsely Represents Character, Amount, Status of Debt
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?:	No
Consumer Information			

Consumer Small Business or Organization:			
First Name:		Last Name:	Not Provided
Address 1:		Address 2:	
City:	;	State:	█
Zip:	;	Country:	UNITED STATES;
Home Number:	█	Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	AMERITECH FINANCIAL	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	;	State/Prov:	California;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:	916-3305215	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 5 / 94223327 / Consumer Sentinel Network Complaint			
Reference Number:	94223327	Originator Reference Number:	
Language:	English	Contact Type:	Informant
Source:	Consumer	DNC?:	No
Comments:	INFORMANT: Consumer states that he has inside information regarding: Matter File #172 3027, Civil Action #4:18-CV-00806, Ameritech Financial or American Financial Benefit Center. Consumer states he is a former employee. Consumers states he worked in the Student Loan Debt Division, with Ameritech Financial. He states he was sent emails of fake news articles from his supervisor, to send to his clients which were actually written by a PR Firm. It was implied that he should mislead clients on Federal requirements; ie: family size definition, and how the program was paid for; ie: many clients were lead to believe that Ameritech Financial were paying the loans for them... there were misleading mailers, lack of Federal required disclosure. 04/03/2018 Consumer was transferred to supervisor for further counseling. Consumer states that he worked for Ameritech Financial and was instructed to provide consumers misleading information about federal requirements and not providing important information. Caller states that they charged clients \$800 for a service that was available for free thru the Department of Education. Caller states that the employer would make the workers lie or they would be terminated. HCarrasco		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	04/03/2018 7:07:13 PM
Created By:	CADKINS	Created Date:	04/03/2018 7:07:13 PM
Updated By:	HCARRASCO	Updated Date:	04/03/2018 7:19:59 PM
Complaint Source:	FTC Call Center	Product Service Description:	Lending: Student Loans
Amount Requested:	\$0.00	Amount Paid:	\$0.00
Payment Method:	Unknown	Agency Contact:	Phone
Complaint Date:	04/03/2018	Transaction Date:	04/03/2018
Initial Contact:	Unknown	Initial Response:	Unknown
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 Information			
Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	██████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:		Cell Number:	██████████
Work Number:		Ext:	
Fax Number:		Email:	██████████@yahoo.com
Age Range:	18 - 19	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 6 / 94195018 / Consumer Sentinel Network Complaint			
Reference Number:	94195018	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	Consumer got a flyer in the mail from Ameritech Financial. She had heard good reviews from people she knows so she called the company. She paid a lot of fee upfront and thought it would be put toward her loan. She is also paying \$99 a month. She also pays \$28.16 to the student loan place.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	04/03/2018 1:48:43 PM
Created By:	MGARCIA	Created Date:	04/03/2018 1:48:43 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Call Center	Product Service Description:	Debt Management\Credit Counseling
Amount Requested:	\$1,000.00	Amount Paid:	\$1,000.00
Payment Method:	Bank Account Debit	Agency Contact:	Phone
Complaint Date:	04/03/2018	Transaction Date:	01/01/2016
Initial Contact:	I Initiated Contact	Initial Response:	Phone: other
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 Information			

Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	████████████████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:	██████████	Cell Number:	██████████
Work Number:		Ext:	
Fax Number:		Email:	██████████@aol.com
Age Range:	40 - 49	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:	800-7928621	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 7 / 93414174 / Consumer Sentinel Network Complaint			
Reference Number:	93414174	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	Consumer is calling to report that he received a call from Ameritech offering loan forgiveness and payment reduction. Consumer states he was asked for personal information. Consumer states he provided his personal information. Consumer states he disconnected the call.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	03/07/2018 12:54:47 PM
Created By:	JLOPEZ	Created Date:	03/07/2018 12:54:47 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Call Center	Product Service Description:	Lending: Student Loans
Amount Requested:	\$0.00	Amount Paid:	\$0.00
Payment Method:	Unknown	Agency Contact:	Phone
Complaint Date:	03/07/2018	Transaction Date:	03/07/2018
Initial Contact:	Phone Call: Mobile/Cell	Initial Response:	Phone: other
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?:	Yes	Cross Border Complaint?:	No
Consumer Information			

Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	██████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:		Cell Number:	██████████
Work Number:		Ext:	
Fax Number:		Email:	██████████@gmail.com
Age Range:	30 - 39	Military Service Branch:	U.S. Navy
Soldier Status:	Inactive Reserve/National Guard	Soldier Station:	
Subject			
Subject:	Ameritech	Normalized Name:	Ameritech
Address 1:		Address 2:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:	816-2295791	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Representative Name:	Jason Castaneda	Title:	Financial Advisor

Record # 8 / 93353448 / Consumer Sentinel Network Complaint			
Reference Number:	93353448	Originator Reference Number:	18-CP-51260
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	72-Referral To Another Agency --- Source Agency Contact Method: Online --- Indiana Consumer Age: 60+		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	03/01/2018 10:07:54 PM
Created By:	IN01-USER	Created Date:	02/12/2018 12:00:00 AM
Updated By:		Updated Date:	
Complaint Source:	Indiana, Attorney General	Product Service Description:	Credit Cards
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	02/12/2018	Transaction 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?:	No	Cross Border Complaint?:	No
Consumer Information			

Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	████████████████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	██████████@gmail.com
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:	1101 Investment Blvd. Suite 290	Address 2:	
City:	El Dorado Hills;	State/Prov:	California;
ZIP:	95762;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:	800-7928621	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 9 / 93137643 / Consumer Sentinel Network Complaint			
Reference Number:	93137643	Originator Reference Number:	180216-2866249
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	CFPB Issue Type: Fraud or scam --- What Happened: I signed a contract for AmeriTech Financial to help me sign up for an income based loan repayment program to decrease my student loan payment. My understanding was that my monthly payment would be \$82 for three years and then \$69 for 8 years and my loans would be paid off. I was advised not to talk to my lender or respond to any contact my lender attempted to make to me. I spent approximately four hours on the phone and computer answering questions for the application. I was asked number of family members and when I told Mr. Sleight two, he asked if we had brothers, uncles, etc. I said my husband has six brothers and he replied "eight is enough." I recently discussed this arrangement with co-workers who advised me to contact my lender, Great Lakes, and I did to learn my contract is fraudulent. My house hold is two, myself and spouse, not 8. I didn't question Mr. Sleight because I thought he was the professional who knew what he was doing since I had never applied for a program before. My customer service person at Great Lakes advised me to stop the automatic payment at my bank and contact my Attorney General as I am a victim of a scam. She explained there are many such student loan repayment scams going on and they need to be stopped. She advised me the first thing they do is to tell the person not to have any contact with their lender. I am an honest person who had always made my student loan payment on time. I had no idea I was involved with fraud. --- Have contacted: CC Issuer --- Fair Resolution: I want out of the contract and to never have anything else to do with Ameritech Financial again. I would like for them to be stopped from doing this to someone else.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	02/23/2018 12:59:27 AM
Created By:	CFPB-USER	Created Date:	02/16/2018 11:36:58 AM
Updated By:		Updated Date:	
Complaint Source:	Consumer Financial Protection Bureau	Product Service Description:	Debt Management\Credit Counseling
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	02/16/2018	Transaction 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?:	No
Consumer Information			
Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	██████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████ ██████████	Country:	UNITED STATES;
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	██████████@gmail.com
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	El Dorado Hills;	State/Prov:	California;
ZIP:	95762;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	

Subject ID			
Issuer			
Country:			
Associated Subject			
Company:	Federal Trade Commission	Normalized Company:	FTC Imposter
Company Type:	CFPB Provided Data	Address:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	http://www.ftc.gov
Phone Number:	918-7867071	Ext:	

Record # 10 / 92963454 / Consumer Sentinel Network Complaint			
Reference Number:	92963454	Originator Reference Number:	11017202
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:			
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	02/19/2018 10:39:57 PM
Created By:	PSTAR-USER	Created Date:	12/18/2017 12:00:00 AM
Updated By:		Updated Date:	
Complaint Source:	PrivacyStar	Product Service Description:	Third Party Debt Collection
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	12/18/2017	Transaction Date:	
Initial Contact:		Initial Response:	
Statute/Rule:	Fair Debt Collection Practices Act	Law Violation:	Fails to Identify Self as Debt Collector Calls any person repeatedly or continuously
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?:	No
Consumer Information			

Consumer Small Business or Organization:			
First Name:		Last Name:	Not Provided
Address 1:		Address 2:	
City:	;	State:	█
Zip:	;	Country:	UNITED STATES;
Home Number:	█	Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	AMERITECH FINANCIAL	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	;	State/Prov:	California;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:	916-3305215	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 11 / 92056098 / Consumer Sentinel Network Complaint			
Reference Number:	92056098	Originator Reference Number:	180117-2784375
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	CFPB Issue Type: Struggling to repay your loan Can't get other flexible options for repaying your loan --- What Happened: I joined a student loan consolidation program, income based, made monthly payments of 160.00 a month. I kept seeing one of my loans on my credit report at default. I would call and it would come off for 3 months, deferment. I finally asked why this keeps happening, Ameritech stated the 160.00 I was paying a month was to do paperwork. When I contacted the original lean holder to arrange payments it was less and they warned me about these consolidations. I paid 160.00 a month for 2 years for "paperwork" I completed this so called paperwork with the lean holder over the phone and my payments are less than 160.00. I told Ameritech to stop taking the automatic monthly payments out of my account, but no return of funds and the delinquency on my credit has been resolved --- Have contacted: CC Issuer --- Fair Resolution: Return the funds taken from my bank account. Thanks to Ameritech, I lost money and gained more dept due to interest accrued during their so called payment plan --- School Unit ID: [REDACTED] --- School OPE ID: [REDACTED]		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	01/18/2018 12:44:33 AM
Created By:	CFPB-USER	Created Date:	01/17/2018 1:43:02 PM
Updated By:		Updated Date:	
Complaint Source:	Consumer Financial Protection Bureau	Product Service Description:	Lending: Student Loans
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	01/17/2018	Transaction 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?:	No
Consumer Information			
Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	██████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	██████████@yahoo.com
Age Range:	40 - 49	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	HHB/AMERITECH	Normalized Name:	Hhb/ameritech
Address 1:		Address 2:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Associated Subject			
Company # 2			
Company:	Florida Gulf Coast University	Normalized Company:	Florida Gulf Coast University

Company Type:	School Information	Address:	
City:	Fort Myers;	State/Prov:	Florida;
ZIP:	(Cleansed: 33901) ;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Company # 3			
Company:	Capital One Financial Corporation	Normalized Company:	Capital One Financial Corporation
Company Type:	CFPB Provided Data	Address:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	WWW.CAPITALONE.COM
Phone Number:		Ext:	

Record # 12 / 92055649 / Consumer Sentinel Network Complaint			
Reference Number:	92055649	Originator Reference Number:	180117-2782670
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	CFPB Issue Type: Dealing with your lender or servicer Received bad information about your loan --- What Happened: I received an email from Navient who am my loans are originally through about a username change and a request for "income driven plan." Navient was unable to tell me if they are a lender that they work with. The company that I am paying a low monthly payment through is AmeriTech Financial. They are asking me for all my tax documents and pay stubs. I have been with them one year since January/February 2017. I have heard about several debt consolidation plans that have worked, and I thought this was legitimate as I didn't have a balance per say with Navient as AmeriTech took over the loan. I would like to speak more via phone as to what all my concerns are. I am very concerned, bad feeling, and scared that this company is not legitimate. They do seem like they have a legitimate site, but that's what makes a good scammer. --- Fair Resolution: I would like to remove my information and payments that I have made towards my loan with AmeriTech Financial be put towards my loan with Navient as well as them deleting my information. I would like to only go through my original lender if this business is a scam. --- School Unit ID: [REDACTED] --- School OPE ID: [REDACTED]		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	01/18/2018 12:33:23 AM
Created By:	CFPB-USER	Created Date:	01/16/2018 8:57:45 PM
Updated By:		Updated Date:	
Complaint Source:	Consumer Financial Protection Bureau	Product Service Description:	Lending: Student Loans
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	01/16/2018	Transaction 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?:	No
Consumer Information			
Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	████████████████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	██████████@gmail.com
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	AmeriTech Financial	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	El Dorado Hills;	State/Prov:	California;
ZIP:	95762;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Associated Subject			
Company # 2			
Company:	Peru State College	Normalized Company:	Peru State College

Company Type:	School Information	Address:	
City:	Peru;	State/Prov:	Nebraska;
ZIP:	(Cleansed: 68421) ;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Company # 3			
Company:	Federal Trade Commission	Normalized Company:	FTC Imposter
Company Type:	CFPB Provided Data	Address:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	http://www.ftc.gov
Phone Number:	918-7867071	Ext:	

Record # 13 / 91876803 / Consumer Sentinel Network Complaint			
Reference Number:	91876803	Originator Reference Number:	171226-2731960
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	<p>CFPB Issue Type: Confusing or missing disclosures --- What Happened: I signed with this company called Ameritech Financial in hopes that I would receive student loan forgiveness. They assured me they would set me up with a program to set up payments to pay off my student loan debt. They said to pay \$108 per month for the next few months and after would come up with another amount for a certain amount a years to pay off the student loan. They would consolidate a debt and pay off an amount, work with federal student loan and pay off the student loan debt. Federal loan service debt said that payment would be due soon. I called them and they said they never received anything from Ameritech Financial and they do not work with them and was a scam. I called them and asked them why they weren't paying off my student loan. They said the money was used to prepare documents. I feel that they were lying, they were being deceitful. I requested a refund, I requested to speak with a manger and they did not allow that. They said they money was used to prepare documents which makes no sense to me because I provided all the documents. Therefore I requested a refund and requested to speak to a manager, I don't know if they were truthful or not. --- Have contacted: CC Issuer --- Fair Resolution: I would like for money to be refunded to me since they were not using to pay off my student debt. They claim it was used to prepare documents. I thought they were using my money to pay off my federal student loan. I feel that they misled me.</p>		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	01/11/2018 12:17:24 AM
Created By:	CFPB-USER	Created Date:	12/26/2017 12:08:27 PM
Updated By:		Updated Date:	
Complaint Source:	Consumer Financial Protection Bureau	Product Service Description:	Debt Management\Credit Counseling
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	12/26/2017	Transaction 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?:	No
Consumer Information			
Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	████████████████████	Address 2:	
City:	██████████;	State:	██████████
Zip:	██████████ ██████████ ;	Country:	UNITED STATES;
Home Number:	██████████	Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	██████████@yahoo.com
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	El Dorado Hills;	State/Prov:	California;
ZIP:	95762;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	

Subject ID			
Issuer			
Country:			
Associated Subject			
Company:	Federal Trade Commission	Normalized Company:	FTC Imposter
Company Type:	CFPB Provided Data	Address:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	http://www.ftc.gov
Phone Number:	918-7867071	Ext:	

Record # 14 / 91774146 / Consumer Sentinel Network Complaint			
Reference Number:	91774146	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	Consumer received a letter from Ameritech Financial stating they could reduce her student loan interest rates. \$285 has been deducted from her bank account for 6 months. However, Fedloans states her account is frozen and no money should be going towards the loan. Consumer does not know where the payments are going to.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	01/11/2018 4:47:13 PM
Created By:	JRODRIGUEZROD	Created Date:	01/11/2018 4:47:13 PM
Updated By:	JRODRIGUEZROD	Updated Date:	01/11/2018 4:48:47 PM
Complaint Source:	FTC Call Center	Product Service Description:	Debt Management\Credit Counseling
Amount Requested:	\$1,700.00	Amount Paid:	\$1,700.00
Payment Method:	Bank Account Debit	Agency Contact:	Phone
Complaint Date:	01/11/2018	Transaction Date:	06/01/2017
Initial Contact:	Mail	Initial Response:	Phone: other
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 Information			

Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	████████████████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:		Cell Number:	██████████
Work Number:		Ext:	
Fax Number:		Email:	██████████@yahoo.com
Age Range:	30 - 39	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:	1101 Investment Blvd	Address 2:	Suite 290
City:	El Dorado Hills;	State/Prov:	California;
ZIP:	95762;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:	800-7928621	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 15 / 91451494 / Consumer Sentinel Network Complaint			
Reference Number:	91451494	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	They contacted me promising to help me with my student loan debt. However, after speaking to two representatives from the US Dept. Of Ed., I was informed that I did not need to go through a debt relief company, as the rate per month Ameritech had gotten me was no different than if I had done the work myself. They failed to inform me of my full rights and requested \$207 for 11 months as a mandatory service fee for doing what I could have done myself.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	01/01/2018 4:19:21 PM
Created By:	FTCCIS-FTCUSER	Created Date:	01/01/2018 4:19:22 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Online Complaint Assistant (CIS)	Product Service Description:	Debt Management\Credit Counseling
Amount Requested:	\$2,277.00	Amount Paid:	\$2,277.00
Payment Method:	Bank Account Debit	Agency Contact:	Internet
Complaint Date:	01/01/2018	Transaction Date:	03/08/2016
Initial Contact:	Phone Call: Mobile/Cell	Initial Response:	Answer cold call
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			
Consumer Small Business or Organization:			
First Name:	██████	Last Name:	██████
Address 1:		Address 2:	
City:	;	State:	██████
Zip:	;	Country:	UNITED STATES;
Home Number:		Cell Number:	██████████
Work Number:		Ext:	
Fax Number:		Email:	██████████optonline.net
Age Range:	30 - 39	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:	1101 Investment Blvd	Address 2:	Suite 290
City:	El Dorado Hills;	State/Prov:	California;
ZIP:	95762;	Country:	UNITED STATES;
Email:	Income.doc@ameritechfinancial.com	URL:	
Phone Number:	800-7928621	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 16 / 91230706 / Consumer Sentinel Network Complaint			
Reference Number:	91230706	Originator Reference Number:	171211-2701534
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	<p>CFPB Issue Type: Fraud or scam --- What Happened: AmeriTech Financial got my contact information and acted as if they were FedLoan Service. I was calling Fedloan to try to get the government forgiveness program. I was on my way in doing so, but AmeriTech intervened and I was tricked into thinking this was going to my student loans. When another company contacted me and was trying to get me to sign up with them, I told them I was already doing this with Fedloan. That is when that 3rd party told me I could be getting scammed by the company, AmeriTech. So I asked them what would make me think that they were not a scam either. They could not answer that. So I started looking into it more and I called Fedloan. They told me I was being scammed and that I should only be making payments to Fedloan. No 3rd party. I stopped payment and last payment was on 6/26/2017. I am now only dealing with Fedloan. AmeriTech was trying to say they were not scamming me, but I could not get them to answer the question, why am I paying them instead of the Fedloan Service that offers the forgiveness program that deals directly with Fedloan that Fedloan offers for free. Instead of charging me fees and paying them \$1,851 that has not went to my student loans. AmeriTech pulled all the paperwork that Fedloan service has, but then they put their AMERITECHFINANCIAL letter head on the top page of all the documents and they make it look like Fedloan and Ameritech is working together or are one in the same. This is not the case. They now have all of mine and my wife personal info, S.S. #, bank accounts, passwords, and more. I hope this helps I hope we can stop this from containing to other people trying to pay off the student loans. --- Have contacted: CC Issuer --- Fair Resolution: I hope this helps I hope we can stop this from containing to other people trying to pay off the student loans.</p>		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	12/19/2017 12:31:36 AM
Created By:	CFPB-USER	Created Date:	12/11/2017 5:00:04 PM
Updated By:		Updated Date:	
Complaint Source:	Consumer Financial Protection Bureau	Product Service Description:	Debt Management\Credit Counseling
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	12/11/2017	Transaction 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?:	No
Consumer Information			
Consumer Small Business or Organization:			
First Name:	█	Last Name:	█
Address 1:	█	Address 2:	
City:	█	State:	█
Zip:	█ █ █	Country:	UNITED STATES;
Home Number:	█	Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	█
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	AmeriTech Financial	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	El Dorado Hills;	State/Prov:	California;
ZIP:	95762;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	

Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Associated Subject			
Company:	Federal Trade Commission	Normalized Company:	FTC Imposter
Company Type:	CFPB Provided Data	Address:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	http://www.ftc.gov
Phone Number:	918-7867071	Ext:	

Record # 17 / 91044919 / Consumer Sentinel Network Complaint			
Reference Number:	91044919	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	Consumer states that she received a letter from Ameritech Financial offering a student loan consolidation plan. Consumer agreed to pay \$199/month consumer has paid for about 15 months for a total of \$2789 charging her bank account monthly. Consumer states that Ameritech Financial never made a payment to her original loan provider. Consumer states that she has been paying for services she has not received.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	12/14/2017 10:47:46 AM
Created By:	RMUNOZ	Created Date:	12/14/2017 10:47:46 AM
Updated By:		Updated Date:	
Complaint Source:	FTC Call Center	Product Service Description:	Debt Management\Credit Counseling
Amount Requested:	\$2,789.00	Amount Paid:	\$2,789.00
Payment Method:	Bank Account Debit	Agency Contact:	Phone
Complaint Date:	12/14/2017	Transaction Date:	01/01/2017
Initial Contact:	Mail	Initial Response:	Phone: other
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 Information			
Consumer Small Business or Organization:			
First Name:	[REDACTED]	Last Name:	[REDACTED]
Address 1:	[REDACTED]	Address 2:	[REDACTED]
City:	[REDACTED]	State:	[REDACTED]
Zip:	[REDACTED]	Country:	UNITED STATES;
Home Number:		Cell Number:	[REDACTED]
Work Number:		Ext:	
Fax Number:		Email:	[REDACTED]@gmail.com
Age Range:	30 - 39	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:	5789 State Farm Dr Suite 265	Address 2:	
City:	Rohnert (Cleansed: Rohnert Park) ;	State/Prov:	California;
ZIP:	94928;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:	800-7928621	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 18 / 90986670 / Consumer Sentinel Network Complaint			
Reference Number:	90986670	Originator Reference Number:	10725127
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:			
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	12/09/2017 5:35:58 PM
Created By:	PSTAR-USER	Created Date:	11/13/2017 12:00:00 AM
Updated By:		Updated Date:	
Complaint Source:	PrivacyStar	Product Service Description:	Third Party Debt Collection
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	11/13/2017	Transaction Date:	
Initial Contact:		Initial Response:	
Statute/Rule:	Fair Debt Collection Practices Act	Law Violation:	Calls Debtor After Getting 'Cease Communication' Notice Calls any person repeatedly or continuously
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?:	No
Consumer Information			

Consumer Small Business or Organization:			
First Name:		Last Name:	Not Provided
Address 1:		Address 2:	
City:	;	State:	██████████
Zip:	;	Country:	UNITED STATES;
Home Number:	██████████	Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	AMERITECH FINANCIAL	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	;	State/Prov:	California;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:	916-3305215	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 19 / 90575186 / Consumer Sentinel Network Complaint			
Reference Number:	90575186	Originator Reference Number:	171113-2636915
Language:	English	Contact Type:	Complaint
Source:	Organization	DNC?:	No
Comments:	<p>CFPB Issue Type: Dealing with your lender or servicer Received bad information about your loan --- What Happened: When I first signed up with Ameritech Financial I spoke with a representative name Daniel Hamilton, he gave me options on my student loan payments I can make. He said there is option H where I make a one time payment of 102.00 and my payment drops to 82.00 for 32 months then the remainder of the term it will be 68.00. My total cost will be \$23,406 and the rest of my student loan will be forgiven. I called customer service 11/13/2017 since I signed up with a different company America Support Network and so I was calling Ameritech to remove my account from auto pay. The customer service lady transferred me over to her Supervisor where he stated that my monthly payments are \$0 and that the \$82.00 I've been paying was for a fee. I was not aware of any fee, its been almost a year and I've been paying \$82.00 on an account that was suppose to be towards my student loan but this wasn't the case. My credit report has increased over time in regards to my student loan which means there is no payments being done neither is it showing on my nelnet account that they put. --- Have contacted: CC Issuer --- Fair Resolution: I would like my refund on this false information given to me in which this has affected my credit report on my student loan because instead of it decreasing it has been increasing. --- School Unit ID: [REDACTED] --- School OPE ID: [REDACTED]</p>		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	11/23/2017 12:34:34 AM
Created By:	CFPB-USER	Created Date:	11/13/2017 12:02:10 PM
Updated By:		Updated Date:	
Complaint Source:	Consumer Financial Protection Bureau	Product Service Description:	Lending: Student Loans
Amount Requested:		Amount Paid:	
Payment Method:		Agency Contact:	External Agency
Complaint Date:	11/13/2017	Transaction 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?:	No
Consumer Information			
Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	██	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:		Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	██████████@hotmail.com
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	El Dorado Hills;	State/Prov:	California;
ZIP:	95762;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Associated Subject			

Company # 2			
Company:	Bacone College	Normalized Company:	Bacone College
Company Type:	School Information	Address:	
City:	Muskogee;	State/Prov:	Oklahoma;
ZIP:	(Cleansed: 74402) ;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	
Company # 3			
Company:	Federal Trade Commission	Normalized Company:	FTC Imposter
Company Type:	CFPB Provided Data	Address:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	http://www.ftc.gov
Phone Number:	918-7867071	Ext:	

Record # 20 / 90569517 / Consumer Sentinel Network Complaint			
Reference Number:	90569517	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	<p>AmeriTech Financial got my contact information and acted as if they were FedLoan Service. I was calling Fedloan to try to get the government forgiveness program for my student loan. I was on my way in doing so, but AmeriTech intervned and I was tricked into thinking this was going to my student loans. When another company contacted me and was trying to get me to sign up with them, I told them I was already doing this with Fedloan. That is when that 3rd party told me I could be getting scammed by the company, AmeriTech. So I asked them what would make me think that they were not a scam either. They could not answer that. So I started looking into it more and I called Fedloan. They told me I was being scammed and that I should only be making payments to Fedloan. No 3rd party. I stopped payment and last payment was on 6/26/2017. I am now only dealing with Fedloan. AmeriTech was trying to say they were not scamming me, but I could not get them to answer the question, why am I paying them instead of the Fedloan Service that offers the forgiveness program that deals directly with Fedloan that Fedloan offers for free. Instead of charging me fees and paying them \$1,851 that has not went to my student loans. AmeriTech pulled all the paperwork that Fedloan service has, but then they put their AMERITECH FINANCIAL letter head on the top page of all the documents and they make it look like Fedloan and Ameritech is working together or are one in the same. This is not the case. They now have all of mine and my wife personal info, S.S. #, bank accounts, passwords, and more. I hope this helps I hope we can stop this from containing to other people trying to pay off the student loans. Here is all my contact information [REDACTED]</p> <p>Nickname: [REDACTED] Cell # - [REDACTED] Work # - [REDACTED]</p> <p>[REDACTED] UPD:11/27/17 Consumer asked about the FTC's address. [REDACTED]</p> <p>Update:12/1/17 Consumer sent all document contract information. SHarewood</p>		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	11/27/2017 3:27:02 PM
Created By:	FTCCIS-FTCUSER	Created Date:	11/27/2017 3:27:02 PM
Updated By:	SHAREWOOD	Updated Date:	12/01/2017 2:12:10 PM
Complaint Source:	FTC Online Complaint Assistant (CIS)	Product Service Description:	Impostor: Government
Amount Requested:	\$287.00	Amount Paid:	\$1,851.00
Payment Method:	Bank Account Debit	Agency Contact:	Phone

Complaint Date:	12/01/2017	Transaction Date:	08/01/2016
Initial Contact:	Phone Call: Mobile/Cell	Initial Response:	Phone: 800/888 number
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 Information			
Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	████████████████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:		Cell Number:	██████████
Work Number:	██████████	Ext:	
Fax Number:		Email:	██████████@hotmail.com
Age Range:	40 - 49	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	AmeriTech Financial	Normalized Name:	Ameritech Financial
Address 1:	1101 Investment Blvd, Ste 290	Address 2:	
City:	El Dorado Hills;	State/Prov:	California;
ZIP:	95762;	Country:	UNITED STATES;
Email:	income.doc@ameritechfinancial.com	URL:	

Record # 21 / 90426395 / Consumer Sentinel Network Complaint			
Reference Number:	90426395	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	Consumer has been getting calls from someone saying they are Ameritech Financial and saying they are calling about his student loans but the consumer does not have student loans. The consumer wanted to report this.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	11/21/2017 4:23:10 PM
Created By:	MSMAW	Created Date:	11/21/2017 4:23:11 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Call Center	Product Service Description:	Lending: Student Loans
Amount Requested:	\$0.00	Amount Paid:	\$0.00
Payment Method:	Not Reported	Agency Contact:	Phone
Complaint Date:	11/21/2017	Transaction Date:	10/20/2017
Initial Contact:	Phone Call: Mobile/Cell	Initial Response:	Phone: other
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 Information			

Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	████████████████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:		Cell Number:	██████████
Work Number:		Ext:	
Fax Number:		Email:	
Age Range:	20 - 29	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:	866-4104920	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 22 / 90343505 / Consumer Sentinel Network Complaint			
Reference Number:	90343505	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	<p>I received a voicemail on 10/31/17 from a representative stating that they could help reduce my federal student loan debt and to call back so they could help me start the process. I then received a letter in the mail - I had received at least 2 other letters similar to this in the past 4 months. I called on 11/6/17 to find out more information or to see if this was just another scam. I spoke with Jate Smith - in response to my inquiry for information I was told they needed to access my federal loan accounts to confirm the accuracy of what I was telling them in order to give me an estimate. I gave permission for them to do so. He asked me several questions about income and monthly budget on the premise of giving me a quote. He quoted me \$102/month for 33 months, then \$69 thereafter until my loans were paid off or forgiven. There were &quot;no other fees.&quot; All fees were to be included. He then asked for 2 references to complete my application. This upset me as I had called only for information and told him I would not be providing references as I had not given permission to start the application in the first place. I asked for more details about the monthly quote and fees; he informed me that there is a document preparation fee of \$99/month for the first &quot;few months&quot;. This meant that only \$3/month would be going toward my loans, not \$102 as quoted. I ended the call and immediately called FedLoans/FAFSA to notify them and change all my usernames and passwords. Other-Other Update</p>		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	11/18/2017 11:59:24 AM
Created By:	FTCCIS-FTCUSER	Created Date:	11/18/2017 11:59:25 AM
Updated By:	CRSS\rhunter	Updated Date:	11/20/2017 4:21:46 PM
Complaint Source:	FTC Online Complaint Assistant (CIS)	Product Service Description:	Debt Management\Credit Counseling
Amount Requested:	\$102.00	Amount Paid:	\$0.00
Payment Method:	Other Payment Method (Note in Comments)	Agency Contact:	Internet
Complaint Date:	11/18/2017	Transaction Date:	10/31/2017
Initial Contact:	Phone Call: Mobile/Cell	Initial Response:	Other

Statute/Rule:	FTC Act Sec 5 (BCP) Rule\Other	Law Violation:	Deception/Misrepresentation Other (Note the Violation in the Comment Field)
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:	██████	Last Name:	██████
Address 1:		Address 2:	
City:	██████	State:	██████
Zip:	██████	Country:	UNITED STATES;
Home Number:	██████████	Cell Number:	
Work Number:		Ext:	
Fax Number:		Email:	████████████████████
Age Range:		Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:	5789 State Farm Dr. Suite #265	Address 2:	
City:	Rohnert Park;	State/Prov:	California;
ZIP:	94928;	Country:	UNITED STATES;
Email:		URL:	https://ameritechfinancial.com
Phone Number:	800-7928621	Ext:	
Subject ID Type:		Subject ID Issuer State:	

Subject ID Issuer Country:			
Representative Name:	Jate Smith	Title:	Customer Representative

Record # 23 / 90232997 / Consumer Sentinel Network Complaint			
Reference Number:	90232997	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	Consumer stated she has been dealing with a third party for student loan forgiveness program with Ameritech Financial and paid \$849 to get started and \$99/mo. (\$1188) for a year (grand total of \$2037). Consumer later learned that this program was not legit and could have done this for free. Call was dropped before information was gathered. UPDATED: 11/15/2017 The consumer will contact her bank. dtoms		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	11/15/2017 4:40:04 PM
Created By:	RHUNTER	Created Date:	11/15/2017 4:40:04 PM
Updated By:	DTOMS	Updated Date:	11/15/2017 4:44:44 PM
Complaint Source:	FTC Call Center	Product Service Description:	Debt Management\Credit Counseling
Amount Requested:	\$2,037.00	Amount Paid:	\$2,037.00
Payment Method:	Bank Account Debit	Agency Contact:	Phone
Complaint Date:	11/15/2017	Transaction Date:	10/01/2016
Initial Contact:	Mail	Initial Response:	Phone: 800/888 number
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 Information			
Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	████████████████████	Address 2:	██████████
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:	██████████	Cell Number:	██████████
Work Number:	██████████	Ext:	
Fax Number:		Email:	
Age Range:	30 - 39	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:		Address 2:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	www.ameritechfinancial.com
Phone Number:	800-7928621	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Record # 24 / 89910174 / Consumer Sentinel Network Complaint			
Reference Number:	89910174	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	Consumer states that she got involved with a third party called Ameri Tech and the company that deals with collecting the money is Reliant Account Management for her student loans. She had spoken to the Fed Loans and they told her that no payments had been made on her student loans. She was told that if she made certain amount of payments to them, they would lower her student loans.		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	11/02/2017 11:54:56 AM
Created By:	JCHAVEZ	Created Date:	11/02/2017 11:54:57 AM
Updated By:		Updated Date:	
Complaint Source:	FTC Call Center	Product Service Description:	Lending: Student Loans
Amount Requested:	\$240.00	Amount Paid:	\$240.00
Payment Method:	Unknown	Agency Contact:	Phone
Complaint Date:	11/02/2017	Transaction Date:	09/01/2017
Initial Contact:	Internet/E-mail	Initial Response:	Phone: other
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 Information			
Consumer Small Business or Organization:			
First Name:	[REDACTED]	Last Name:	[REDACTED]
Address 1:	[REDACTED]	Address 2:	[REDACTED]
City:	[REDACTED]	State:	[REDACTED]
Zip:	[REDACTED]	Country:	UNITED STATES;
Home Number:		Cell Number:	[REDACTED]
Work Number:		Ext:	
Fax Number:		Email:	[REDACTED]
Age Range:	20 - 29	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameri Tech	Normalized Name:	Ameritech
Address 1:		Address 2:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	www.ramservicing.com
Phone Number:		Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			
Associated Subject			
Company:	Reliant Account Management	Normalized Company:	Reliant Account Management
Company Type:	Other	Address:	
City:	;	State/Prov:	;
ZIP:	;	Country:	UNITED STATES;
Email:		URL:	
Phone Number:		Ext:	

Record # 25 / 87320472 / Consumer Sentinel Network Complaint			
Reference Number:	87320472	Originator Reference Number:	
Language:	English	Contact Type:	Complaint
Source:	Consumer	DNC?:	No
Comments:	<p>I received a card in the mail at the beginning of 2016 sometime stating I can get loan forgiveness and consolidation, so I knew that we wanted to own a home so I was thinking that this is great since my loan is over \$80K and my husband is disabled from CHF. They promised me \$50 a month payments and in 15 years the rest of my loan will be forgave, so I signed up. I realized that they weren't actually putting any money toward my balance recently when it showed on my credit report that it went up. I am currently in a repayment plan, so it is in good standing but keeps sky rocketing. I will be paying until my death bed. My mortgage loan officer needed documentation of this low monthly payment arrangement through the 'so called government agency' working with the US Dept of Education for consolidation. They gave me the run around- could not and refused to produce a document stating that this is what we had agreed on. My loan officer was like this is a scam and I was still scared to stop the payments thinking that this was going to affect my loan approval and have me paying \$400 a month that I absolutely could not afford without my family being homeless. I finally put in a stop payment order with my bank on Monday and left it in God's hands. I could have been paying that \$50 a month toward my interest while in the repayment program of \$0 for two years. Please stop this company from taking someone else money. I am going to try to get a refund.</p>		
Complaint disposition provided?:			
Complaint Disposition:			
Data Reference:		Load Date:	11/21/2017 3:35:13 PM
Created By:	FTCCIS-FTCUSER	Created Date:	11/21/2017 3:35:13 PM
Updated By:		Updated Date:	
Complaint Source:	FTC Online Complaint Assistant (CIS)	Product Service Description:	Impostor: Government
Amount Requested:	\$50.00	Amount Paid:	\$1,500.00
Payment Method:	Bank Account Debit	Agency Contact:	Internet
Complaint Date:	11/21/2017	Transaction Date:	01/04/2016
Initial Contact:	Mail	Initial Response:	Phone: 800/888 number
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			
Consumer Small Business or Organization:			
First Name:	██████████	Last Name:	██████████
Address 1:	████████████████████	Address 2:	
City:	██████████	State:	██████████
Zip:	██████████	Country:	UNITED STATES;
Home Number:		Cell Number:	██████████
Work Number:		Ext:	
Fax Number:		Email:	██████████@gmail.com
Age Range:	30 - 39	Military Service Branch:	
Soldier Status:		Soldier Station:	
Subject			
Subject:	Ameritech Financial	Normalized Name:	Ameritech Financial
Address 1:	1101 Investment Blvd., Suite 290	Address 2:	
City:	El Dorado Hills;	State/Prov:	California;
ZIP:	95762;	Country:	UNITED STATES;
Email:	customerservice@ameritechfinancial.com	URL:	www.ameritechfinancial.com
Phone Number:	800-7928621	Ext:	
Subject ID Type:		Subject ID Issuer State:	
Subject ID Issuer Country:			

Representative Name:	Isiah McCall	Title:	Customer Service
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Ortiz Attachment D

Student Loan Department
1-866-576-9174

Account #: [REDACTED]

PRESORTED
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SACRAMENTO, CA
PERMIT# 1935

IMPORTANT NOTICE

RE: Student Loan Payment Reduction & Forgiveness

[REDACTED]

Disclaimer and Disclosure. We do not assume or pay consumer debts and do not provide tax advice. This is not a loan. Company products and services are optional and mutually exclusive from each other. Read and understand all contract terms prior to enrollment. We have many success stories but cannot guarantee warranty or predict the outcome in any particular situation. There are many government programs available. Company provides document preparation and processing services for a fee. You may be eligible for additional free government services by contacting the Department of Education (DOE). All student loan assistance plans are subject to under approval. This is not for a Company affiliated with a government agency. For more information about the program offered please direct all questions and inquiries to 1-866-576-9174.

Confidential

VS_20170925_000116

ATTENTION: [REDACTED]

We are pleased to inform you that you may now participate in the Student Loan Document Preparation and Processing Services Program. **This program can immediately assist you in potentially saving thousands on your student loans.**

With the implementation of the **Health Care and Education Affordability Reconciliation Act of 2010** the U.S. Department of Education has adjusted their re-payment policies. You may now be eligible for:

- ✓ \$0/ month Monthly Student Loan Payment
- ✓ No Minimum Income Requirement or Credit Check
- ✓ Loan Forgiveness Programs
- ✓ No Impact on your Credit Rating or Score
- ✓ No Program Payment for up to 90 days

To confirm your eligibility, please contact our Student Loan Department with your Account #: [REDACTED] 7:00 AM - 6:00 PM PST.

Call Toll Free 1-866-576-9174

FAILURE TO RESPOND TO THIS NOTICE ~~COULD CANCEL THIS OFFER~~ VS_20170925_000117

ATTENTION: [REDACTED]

You have been invited to participate in a Student Loan Document Preparation and Processing Services Program. This program will assist you in applying for government relief options that can potentially save you thousands on your student loans.

Special U.S. Department of Education programs available may include:

- ✓ \$0/ month Monthly Student Loan Payment
- ✓ No Minimum Income Requirement or Credit Check
- ✓ Total Loan Forgiveness Programs
- ✓ No Program Payment for up to 90 days
- ✓ Special Programs for Public Service Employees

To confirm your eligibility, please contact our Student Loan Department with your Account #: [REDACTED]

Monday - Friday 9am - 8pm CST

Call Toll Free 866-403-5373

Or use your personalized website by going to: [http://\[REDACTED\].stfinancialhelptoday.com](http://[REDACTED].stfinancialhelptoday.com)

Customer code: [REDACTED] VS_20170925_000382

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Student Loan Department Account #: [REDACTED]
866-403-5373

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SACRAMENTO, CA
PERMIT # 1827

THIRD NOTICE

RE: Student Loan Payment

[REDACTED]

Important Information: The Company does not assume or pay consumer debts. This is not a loan or a lending offer. Company provides document preparation and processing services for a fee. Company products and services are optional and include exclusive term loan offers. We have many success stories that cannot guarantee a majority and government program. For more information please direct all questions and inquiries to 866-403-5373.

Confidential

VS_20170925_000383

SECOND NOTICE

ATTENTION:

We are pleased to inform you that you may now participate in our Student Loan Document Preparation and Processing Services Program. This program can immediately assist you in potentially saving thousands on your student loans and prepare you for possible total loan forgiveness through applying for available government relief options.

With the implementation of the Health Care and Education Affordability Reconciliation Act of 2010; the U.S. Department of Education has adjusted their repayment policies.

You may now be eligible for:

- \$0 / Month Student Loan Payment
- Total Loan Forgiveness Programs
- Loan Consolidation and Program Payment Reduction
- No Minimum Income Requirement or Credit Check
- Special Forgiveness Programs for Public Sector Employees

Call Toll Free

1-866-563-6746

Monday - Friday 10am - 9pm EST

Reference #: [REDACTED]

Or use your Personal Account Portal (PAP):
[REDACTED] stfinancialhelptoday.com

Client Code: [REDACTED]

Confidential - respond to this letter may void company 20167 09235r080435

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PERMIT #1827

2016 **SECOND NOTICE** **Reference No.** [REDACTED]

STUDENT LOAN DEPARTMENT
1-866-563-6746

RE: Student Loan Payment Reduction and Forgiveness

[REDACTED]

Disclaimer: The Company does not assume or pay consumer debts. This is not a loan or a lending offer. Company provides document preparation and processing services for a fee. Company products and services are optional and mutually exclusive from each other. See terms of contract for complete details. We have many success stories but cannot guarantee warranty or predict the outcome in any particular situation. There are many free government programs available and you may apply on your own directly with the DOE for its services without fee. This is not a government program. For more information please direct all questions and inquiries to 1-866-563-6746.

VS_20170925_000436

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PERMIT # 1935

2016	SECOND NOTICE	Reference No# [REDACTED]
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STUDENT LOAN DEPARTMENT
1-866-321-3211

RE: Student Loan Payment Reduction & Forgiveness

[REDACTED]

Disclosure: The Company does not assume or pay consumer debts. This is not a loan or a lending offer. Company provides document preparation and processing services for a fee. Company products and services are optional and mutually exclusive from each other. See terms of contract for complete details. We have many success stories but cannot guarantee warranty or predict the outcome in any particular situation. There are many free government programs available and you may apply on your own directly with the DOE for its services without fee. This is not a government program. For more information please direct all questions and inquiries to 1-866-321-3211.

Confidential
VS_20170925_001350

ATTENTION:

SECOND NOTICE

We are pleased to inform you that you may now participate in our Student Loan Document Preparation and Processing Services Program. **This program can immediately assist you in potentially saving thousands on your student loans and prepare you for total loan forgiveness** through applying for available government relief options.

With the implementation of the **Health Care and Education Affordability Reconciliation Act of 2010**, the U.S. Department of Education has adjusted their repayment policies. You may now be eligible for:

- You may now be eligible for:
- **\$0 / Month Student Loan Payment**
- **Possible Total Loan Forgiveness Programs**
- **Loan Consolidation and Program Payment Reduction**
- **No Minimum Income Requirement or Credit Check**
- **Special Forgiveness Programs for Public Sector Employees**

To confirm your eligibility today contact your representative and provide your personal reference #: [REDACTED]

Call Toll Free
1-866-321-3211
Monday – Friday 9:00 AM - 8:00 PM CST.

Failure to respond to this notice may void company offer for services.

VS_20170925_001351

Confidential

Student Loan Payment Reduction & Forgiveness

Student Loan Department
1-866-753-5068

Account #: [REDACTED]

RE: Student Loan Payment
[REDACTED]

ATTENTION: [REDACTED]

You have been invited to participate in a Student Loan Document Preparation and Processing Services Program. This program will assist you in applying for government relief options that can potentially save you thousands on your student loans.

Special U.S. Department of Education programs available may include:

- ✓ \$0/ month Monthly Student Loan Payment
- ✓ No Minimum Income Requirement or Credit Check
- ✓ Total Loan Forgiveness Programs
- ✓ No Program Payment for up to 90 days
- ✓ Special Programs for Public Service Employees

To confirm your eligibility, please contact our Student Loan Department with your Account #: [REDACTED]

Monday – Friday 10am - 9pm EST

Call Toll-Free 866-753-5068

Or use your personalized website by going to: [http://\[REDACTED\].stlfinancialhelptoday.com](http://[REDACTED].stlfinancialhelptoday.com)
Customer code: [REDACTED]

Warm Regards,
Student Loan Department
1-866-753-5068
Account Number: [REDACTED]

Important Disclosures: The Company does not assume or pay consumer debts. This is not a loan or a lending offer. Company provides document preparation and processing services for a fee. Company products and services are optional and mutually exclusive from each other. See terms of contract for complete details. We have many success stories but cannot guarantee warranty or predict the outcome in any particular situation. There are many free government programs available and you may apply on your own directly with the DOE for its services without fee. This is not a government program. For more information please direct all questions and inquiries to 866-753-5068.

ATTENTION: STUDENT LOAN PAYMENT REDUCTION AND FORGIVENESS

[Account No: ██████████]

IMPORTANT OFFER

████████████████████
████████████████████

██████████
██████████
██████████

Account No: ██████████
Student Loan Department
1-(866) 537-9975

Dear ██████████

We are pleased to inform you that you may now participate in the Student Loan Document Preparation and Processing Services Program. **This program can potentially save you thousands on your student loans and prepare you for total loan forgiveness** through applying for available government relief options.

With the implementation of the **Heath Care and Education Affordability Reconciliation Act of 2010** the U.S. Department of Education has adjusted their re-payment policies. You may now be eligible for:

NAME OF BORROWER	BALANCE	OFFER TYPE	LOAN TYPE	ACCOUNT #	OFFER STATUS
██████████	OVER \$25,000	LOAN ASSISTANCE	Federal Student Loan	██████████	OPEN

- \$0 / Month Student Loan Payment
- Total Loan Forgiveness Programs
- Loan Consolidation and Program Payment Reduction
- No Minimum Income Requirement or Credit Check
- Special Forgiveness Programs for Public Sector Employees

To confirm your eligibility today contact us at: 1-(866) 537-9975 Monday - Friday 10am - 9pm EST and provide your **personalized account number:** ██████████

Failure to respond to this letter by 9/19/2016 may void company offer for services.

Sincerely,

Student Loan Department
1-(866) 537-9975
Account Number: ██████████

To start the process on-line, please visit your
Personal Application Portal:
<http://██████████.stlfinancialhelptoday.com>
Client Code: ██████████

Disclosure and Disclaimer: The Company does not assume or pay consumer debts. This is not a loan or a lending offer. Company provides document preparation and processing services for a fee. Company products and services are optional and mutually exclusive from each other. See terms of contract for complete details. We have many success stories but cannot guarantee, warranty or predict the outcome in any particular situation. There are many free government programs available and you may apply on your own directly with the DOE for its services without fee. This is not a government program. For more information please direct all questions and inquiries to (866) 537-9975.

2016

Important
Document

Account #
[REDACTED]



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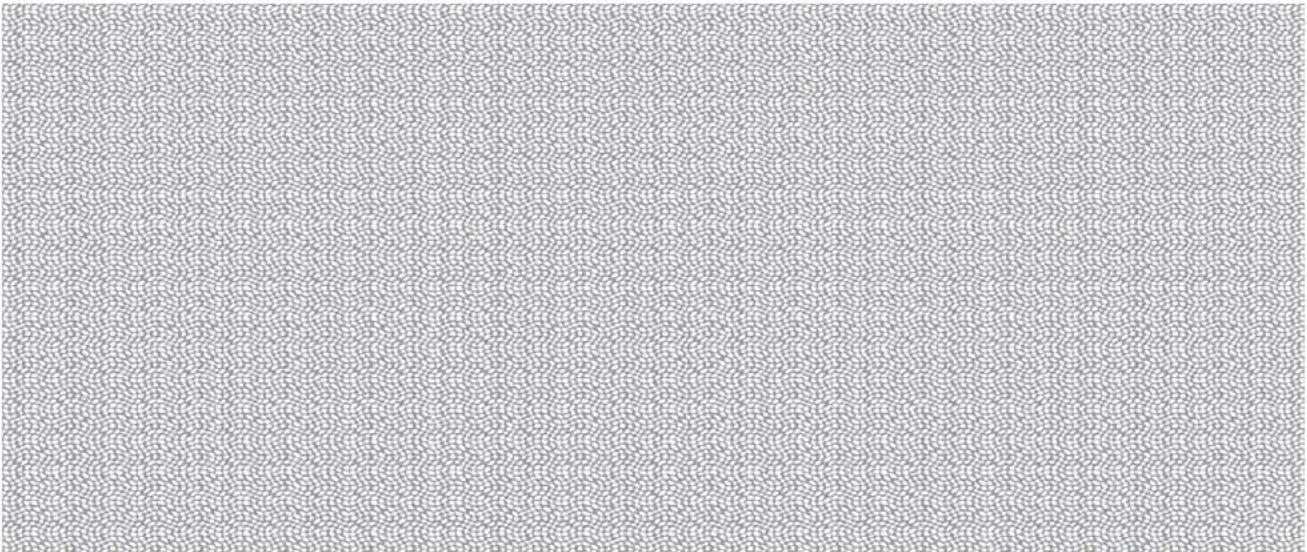
PERMIT NO. 1827

UNITED STATES MAIL

PERSONAL AND CONFIDENTIAL



© 2016 Account holder information held completely confidential



Confidential

VS_20170925_000411

REMOVE THESE EDGES FIRST
FOLD, CREASE AND TEAR ALONG PERFORATION

REMOVE THESE EDGES FIRST
FOLD, CREASE AND TEAR ALONG PERFORATION

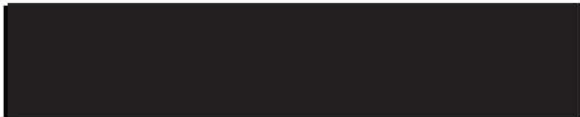
REMOVE THESE EDGES FIRST
FOLD, CREASE AND TEAR ALONG PERFORATION

REMOVE THESE EDGES FIRST
FOLD, CREASE AND TEAR ALONG PERFORATION

ATTENTION: STUDENT LOAN PAYMENT REDUCTION AND FORGIVENESS

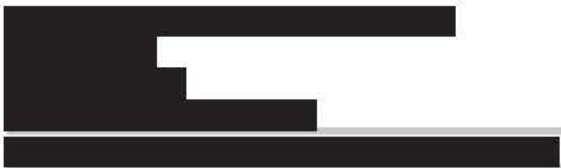
[Reference No: ██████████]

IMPORTANT OFFER



Reference No: ██████████

Student Loan Department
1-(866) 557-3736



Dear ████████,

We are pleased to inform you that you may now participate in our Student Loan Document Preparation and Processing Services Program. **This program can potentially save you thousands on your student loans and prepare you for possible Total Loan Forgiveness** through applying for available government relief options.

With the implementation of the **Health Care and Education Affordability Reconciliation Act of 2010** the U.S. Department of Education has adjusted their re-payment policies.

You may now be eligible for:

BORROWER	██████████
BALANCE	Over \$25,000
OFFER TYPE	Loan Assistance
LOAN TYPE	Federal Student Loan
REFERENCE NO.	██████████
OFFER STATUS	Open

- \$0 / Month Student Loan Payment
- Total Loan Forgiveness Programs
- Loan Consolidation and Program Payment Reduction
- No Minimum Income Requirement
- No Credit Check
- Special Forgiveness Programs for Public Sector Employees

To begin the process online, please visit your Personal Application Portal:
www.██████████.stlfinancialhelptoday.com
Client Code: ██████████

To confirm your eligibility today, contact us at: **1-(866) 557-3736, Monday - Friday 10am - 9pm EST** and provide your personal reference number: ██████████

Failure to respond to this letter may void company offer for services.

Sincerely,

Student Loan Department
1-(866) 557-3736
Reference No: ██████████

Disclosure: The Company does not assume or pay consumer debts. This is not a loan or a lending offer. Company provides document preparation and processing services for a fee. Company products and services are optional and mutually exclusive from each other. See terms of contract for complete details. We have many success stories but cannot guarantee warranty or predict the outcome in any particular situation. There are many free government programs available and you may apply on your own directly with the DOE for its services without fee. This is not a government program. For more information please direct all questions and inquiries to 1-(866) 557-3736.

ATTENTION: STUDENT LOAN PAYMENT REDUCTION AND FORGIVENESS

[Reference No: [REDACTED]]

IMPORTANT OFFER

[REDACTED]

Reference No: [REDACTED]

Student Loan Department
1-866-581-4283

[REDACTED]

Dear [REDACTED]

We are pleased to inform you that you may now participate in our Student Loan Document Preparation and Processing Services Program. This program can potentially save you thousands on your student loans and prepare you for possible Total Loan Forgiveness through applying for available government relief options.

With the implementation of the Health Care and Education Affordability Reconciliation Act of 2010 the U.S. Department of Education has adjusted their re-payment policies.

BORROWER	[REDACTED]
BALANCE	Over \$25,000
OFFER TYPE	Loan Assistance
LOAN TYPE	Federal Student Loan
REFERENCE NO.	[REDACTED]
OFFER STATUS	Open

You may now be eligible for:

- \$0 / Month Student Loan Payment
- Total Loan Forgiveness Programs
- Loan Consolidation and Program Payment Reduction
- No Minimum Income Requirement
- No Credit Check
- Special Forgiveness Programs for Public Sector Employees

To confirm your eligibility today, contact us at: 1-866-581-4283, Monday – Friday 10am - 9pm EST and provide your personal reference number: [REDACTED]

Failure to respond to this letter may void company offer for services.

Sincerely,

Student Loan Department
1-866-581-4283
Reference No: [REDACTED]

To begin the process online, please visit your Personal Application Portal:
www.[REDACTED].stlfinancialhelptoday.com
Client Code: [REDACTED]

Disclosure: The Company does not assume or pay consumer debts. This is not a loan or a lending offer. Company provides document preparation and processing services for a fee. Company products and services are optional and mutually exclusive from each other. See terms of contract for complete details. We have many success stories but cannot guarantee warranty or predict the outcome in any particular situation. There are many free government programs available and you may apply on your own directly with the DOE for its services without fee. This is not a government program. For more information please direct all questions and inquiries to 1-866-581-4283.



Student Loan Foundation

18543 Yorba Linda Blvd.
Yorba Linda, CA 92886

Eligibility Code: [REDACTED]

[REDACTED]

Estimated Federal Student Loan Balances: **\$93,000**

Department Phone: (866) 363-8185

Office Hours: 7:00 am – 6:00 pm Monday – Friday PST

Dear [REDACTED]

Please contact our office immediately at (866) 363-8185. Our records indicate that your current student loan balances may exceed **\$93,000**

Government legislation has recently passed, you may be eligible for substantial Federal Student Loan Relief.

You may be eligible for:

- ✓ Lower Monthly Payments
- ✓ Lower Interest Rates
- ✓ Forgiveness Of Debt
- ✓ Bring Loans In Default To Good Standing
- ✓ Adjust For Income And Family Size
- ✓ Stop Garnishments
- ✓ No Minimum Or Maximum Loan Balance
- ✓ Money Back Assurance

We work on your behalf with the U.S. Department of Education to identify applicable financial relief programs to make your Federally Insured Student Loans **flexible and easy to manage**.

Now that you've been **Pre-Selected** for this limited eligibility program, you can feel confident speaking with one of our student loan specialists to determine your available relief options.

Call Now: (866) 363-8185

Or, visit your personal website for details. [http://\[REDACTED\]student.company](http://[REDACTED]student.company)

Provide your eligibility Code: [REDACTED]

Approval Department: (866) 363-8185

[REDACTED] 2016

SECURED DOCUMENT

FINAL NOTICE

PERSONAL & CONFIDENTIAL

This is a private fee-based assistance service, not endorsed or associated with any government agency. Company provides review and preparation of documents to assist in obtaining benefits related to publically backed student loans. Company does not lend money, broker loans or consolidate debt. Some services offered by company may be available directly to consumers from government on a do-it-yourself basis without fees. Not available in all states. Call for complete details. Student Loan information contained herein is modeled, this information is public record.

FINAL NOTICE

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SECURED DOCUMENT




2016

ATTENTION: [REDACTED]

We are inviting you to participate in our Student Loan Payment Reduction and Loan Forgiveness Referral Program.

We are pleased to inform you that you may now participate in the Student Loan Document Preparation and Processing Services Program. This program can potentially save you thousands on your student loans and prepare you for possible Total Loan Forgiveness through applying for available government relief options. As a reward for referring 5 friends who sign up, we will give you \$1,000.* (See Terms & Conditions)

 Student Loan Borrower: [REDACTED]
Offer Date: 10/7/2016
REFERENCE#: [REDACTED]

BALANCE:	Over \$25,000 (+)
OFFER TYPE:	Loan Assistance
LOAN TYPE:	Federal Student Loan
OFFER STATUS:	Open Current
EXPIRATION:	12/30/2016

CALL TOLL-FREE TODAY 1-866-309-4707

- YOU MAY BE ELIGIBLE FOR:**
- ✔ Student Loan Payment as low as \$0/month
 - ✔ Total Loan Forgiveness Programs
 - ✔ Loan Consolidation and Program Payment Reduction
 - ✔ No Minimum Income Requirement
 - ✔ No Credit Check
 - ✔ Special Forgiveness Programs for Public Sector Employees

Student Loan Borrower: [REDACTED]
Offer Date: 10/7/2016
REFERENCE#: [REDACTED]

CALL TODAY 1-866-309-4707
(Monday-Friday, 10am - 9pm EST)

OFFER EXPIRATION DATE: 12/30/2016



STUDENT LOAN CLIENT REFERRAL

70-7001
2719

Reference#: [REDACTED]
Expiration: 12/30/2016

PAY UP TO: One Thousand Dollars and No Cents*****

AMOUNT DOLLARS **\$1,000.00**

TO THE ORDER OF [REDACTED]

NON-NEGOTIABLE, NON-TRANSFERABLE
NO CASH OR ACTUAL VALUE

CALL 1-866-309-4707

AUTHORIZED SIGNATURE

THIS IS NOT A CHECK • THIS IS NOT A CHECK • THIS IS NOT A CHECK • THIS IS NOT A CHECK • THIS IS NOT A CHECK • THIS IS NOT A CHECK

Confidential

VS_20170925_000561

Ortiz Attachment D - 16

Student Loan Payment Reduction & Forgiveness

Student Loan Department
1-866-753-1534

Account #: [REDACTED]

RE: Student Loan Payment

[REDACTED]

ATTENTION: [REDACTED]

You have been invited to participate in a Student Loan Document Preparation and Processing Services Program. **This program will assist you in applying for government relief options that can potentially save you thousands on your student loans.**

Special U.S. Department of Education programs available may include:

- ✓ \$0/ month Monthly Student Loan Payment
- ✓ No Minimum Income Requirement or Credit Check
- ✓ Total Loan Forgiveness Programs
- ✓ No Program Payments for up to 90 days
- ✓ Special Programs for Public Service Employees

To confirm your eligibility, please contact our Student Loan Department with your Account #: [REDACTED]

10:00 AM - 9:00 PM EST

Call Toll Free 1-866-753-1534

Warm Regards,

Student Loan Department
1-866-753-1534
Account Number: STLNBV42505

Important Disclosures: The Company does not assume or pay consumer debts. This is not a loan or a lending offer. Company provides document preparation and processing services for a fee. Company products and services are optional and mutually exclusive from each other. See terms of contract for complete details. We have many success stories but cannot guarantee warranty or predict the outcome in any particular situation. There are many free government programs available and you may apply on your own directly with the DOE for its services without fee. This is not a government program. For more information please direct all questions and inquiries to 1-866-753-1534.

STUDENT LOAN PAYMENT REDUCTION - PRE-QUALIFICATION NOTICE

1 2

[REDACTED] You have been Pre - Qualified to reduce your student loan payments through the Student Loan Document Preparation and Processing Services Program.

EST. CURRENT LOAN	EST. CURRENT PMT	EST. CURRENT PAYOFF	EST. CURRENT TERM
\$91,000	\$1,110	\$129,220	10-25 YEARS
EST. NEW RATE	EST. NEW PAYMENT	EST. NEW PAYOFF	EST. LOAN SAVINGS
SUBSIDIZED	\$68	\$6,776	\$122,445

3

Dear **[REDACTED]**,

4 Your student loan has been identified as eligible for the Student Loan Reform Act which can save you thousands on your current student loans.

5 You are now eligible to reduce your estimated monthly payments of \$1,110 down to as low as \$68 which may save you \$122,445 over the term of your student loan.

6 For details about your eligibility please contact one of our representatives TODAY.

Reference #: **[REDACTED]**

Reply by: 12/31/2014

1-888-402-4006

Monday - Saturday
7AM - 6PM PST

1-888-402-4006

Popular Program Benefits:

- No Negative Impact on your credit
- No Program Payments for up to 90 days upon enrollment
- 100% Total Loan Forgiveness based on qualifications

7

Have this information ready:
Reference #: **[REDACTED]**

We can help with any situation.

VS_20170925_001489

ATTENTION: STUDENT LOAN ASSISTANCE AND BENEFITS PROGRAM

Case#: [REDACTED] Residents (please read entire document carefully)

IMPORTANT NOTICE

Dear [REDACTED]

After thorough review of public records, this opportunity has been sent to a select group of [REDACTED] county residents who have been pre-qualified* to finance any and all costs associated with the AFB Student Loan Assistance and Benefits Program from \$300 up to \$600.

Due to the current status of your student loans, your pre-qualification may allow you to reduce your current monthly payments of approximately \$480 down to as low as \$60, and you may also qualify for complete 100% total loan forgiveness with other available programs.

PRE-QUALIFIED* FIXED PAYMENTS & TERMS					
Pre-Qualified Candidate:	[REDACTED]	Case No:	[REDACTED]		
Estimated Total Debt:	\$40,000	State:	TN	Status:	OPEN

	Current Plan	Proposed Plan
*Estimated Monthly Payment	\$480	\$60
*Estimated Payoff Term	10 (+) Years	10 (-) Years
*Estimated Payoff Amount	\$58,000	\$7,000

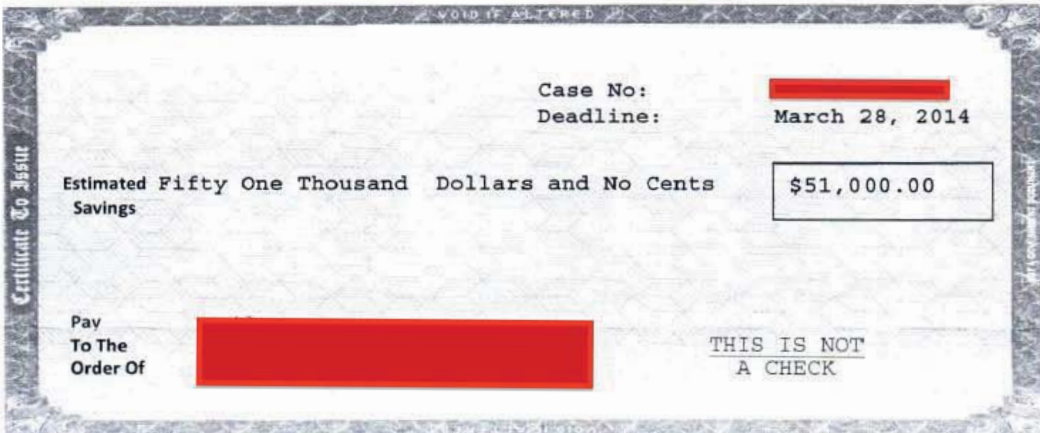


POPULAR BENEFITS †

- No payments for 90 days upon enrollment †.
- **NO NEGATIVE** effect on your credit rating.
- 100% loan forgiveness on some student loans.

This special offer may be good for up to \$51,000.00 in student loan relief and may only be available for a limited time. Take advantage of your pre-qualified status by calling **TODAY** for your Financial Analysis:

1-888-415-2658



NON-NEGOTIABLE • NON-TRANSFERABLE • THIS IS NOT A CHECK • ACTUAL AMOUNT MAY BE LESS

You can choose to stop receiving "pre-screened" offers of credit from this and other companies by calling toll-free 888-567-8688. See the PREScreen & OPT OUT NOTICE below for more information about prescreened offers.

PREScreen & OPT-OUT NOTICE: This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria including providing acceptable collateral. If you do not want to receive prescreened offers of credit from this or any other companies, call the consumer reporting agencies toll-free, 1-888-567-8688 or visit the website at www.optoutprescreen.com; or write TransUnion Opt-Out Request PO Box 505, Woodlyn, PA 19094-0505, Equifax Options, P.O. Box 740123 Atlanta, GA 30374, Experian Information Systems, Inc., P.O. Box 919, Allen, TX 75013.

***Terms and Conditions:** You are pre-qualified for financing with AFB in conjunction with Orion Acceptance Corp. for a minimum term of 1 payment (30 days) to a maximum of 6 payments (180 days) and minimum loan of \$300 up to a maximum of \$600 at a simple interest rate of 0% for document preparation services. Example: for every \$300.00 financed at 0% for a period of 3 months, your payment will be \$100.00 per month, therefore if you finance \$600 at 6 months, your payment will be \$100.00 per month. You must be at least 21 years of age. AFB, located at 311 Professional Center Dr Suite 200, Rohnert Park, CA 94928 assumes no responsibility for incorrect information provided by the various consumer credit repositories.

†- POPULAR BENEFITS NOT IN CONJUNCTION WITH OAC OFFER OF CREDIT

Ortiz Attachment E

(This Attachment is in physical form only,
and maintained in the case file at the Clerk's office Under Seal)

Ortiz Attachment F

1 OFFICIAL TRANSCRIPT PROCEEDING

2

FEDERAL TRADE COMMISSION

3

4

5

MATTER NO. 1723027

6

TITLE AMERICAN FINANCIAL BENEFITS CENTER

7

DATE RECORDED: DATE UNKNOWN

8

TRANSCRIBED: APRIL 18, 2018

9

PAGES 1 THROUGH 35

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TELEPHONE CONVERSATION BETWEEN THOMAS [REDACTED] AND
MICHAEL

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For The Record, Inc.

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(301) 870-8025 - www.ftrinc.net - (800) 921-5555

FEDERAL TRADE COMMISSION

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RECORDING:

PAGE:

Telephone conversation between Thomas [REDACTED]
and Michael

4

FEDERAL TRADE COMMISSION

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In the Matter of:)
American Financial Benefits) Matter No. 1723027
Center)
-----)
Date Unknown

The following transcript was produced from a digital file provided to For The Record, Inc. on April 17, 2018.

1 P R O C E E D I N G S

2 - - - - -

3 TELEPHONE CONVERSATION BETWEEN THOMAS [REDACTED]

4 AND MICHAEL

5 MICHAEL: Ameritech Financial, this is
6 Michael speaking. How can I help you?

7 THOMAS [REDACTED]: Hey, I got an offer here sent
8 from the Student Loan Department for payment reduction
9 or whatever.

10 MICHAEL: Yeah. There should be a reference
11 number on there. You want to read that to me?

12 THOMAS [REDACTED]: Yes, sir. It's S-T-L-M

13 [REDACTED].

14 MICHAEL: [REDACTED]?

15 THOMAS [REDACTED]: Yes, sir.

16 MICHAEL: All right. And who is this that
17 I'm speaking with?

18 THOMAS [REDACTED]: Thomas [REDACTED].

19 MICHAEL: All right. How's your morning
20 going so far, Thomas?

21 THOMAS [REDACTED]: Oh, pretty good.

22 MICHAEL: Good, good. Give me a second to
23 get logged in and I'll be able to tell you a little
24 bit more about that letter and what types of things
25 we're able to do, okay?

1 THOMAS [REDACTED]: Okay.

2 MICHAEL: All right, Thomas, so the reason
3 you received the letter is you may be eligible for
4 federal student loan repayment plans that may reduce
5 your payments. These repayment plans are designed to
6 make your student loan debt more manageable by
7 reducing your monthly payment. And after you make a
8 series of qualified payments for either 10 or 25
9 years, depending on the program, any remaining balance
10 may be eligible for forgiveness by the Department of
11 Education.

12 Now, while borrowers can certainly try
13 navigating these programs on their own, our system
14 makes the process fast, easy and less stressful as we
15 will be preparing all the documents and filing all the
16 necessary paperwork with the Department of Education
17 to ensure everything is accurate, recorded and filed
18 correctly.

19 THOMAS [REDACTED]: Okay.

20 MICHAEL: Now, in a few moments, with your
21 approval, I'll be able to confirm the types of loans
22 that you have. And for the sake of time, let me ask
23 you a few questions and see if you may qualify.

24 THOMAS [REDACTED]: Okay.

25 MICHAEL: Do you know how much you owe on

1 your student loans?

2 THOMAS [REDACTED]: Like around 34,000.

3 MICHAEL: Okay. And are you currently
4 making payments?

5 THOMAS [REDACTED]: I haven't yet.

6 MICHAEL: You haven't yet?

7 THOMAS [REDACTED]: I just now got a full-time
8 job and (inaudible).

9 MICHAEL: Okay.

10 THOMAS [REDACTED]: So I haven't been able to do
11 it yet.

12 MICHAEL: Got it. Has anyone started asking
13 for payments yet or you're just anticipating it's
14 coming up?

15 THOMAS [REDACTED]: I just got -- I did get a
16 call the other day and I got a letter in the mail.

17 MICHAEL: Okay.

18 THOMAS [REDACTED]: So I figured I'd call and see
19 what --

20 MICHAEL: Oh, okay. And then you said you
21 just got a full-time job. What is your occupation?

22 THOMAS [REDACTED]: I'm a -- I work with crop
23 consulting company.

24 MICHAEL: And -- all right. And is that a
25 nonprofit or a publicly-funded organization?

1 THOMAS [REDACTED]: No.

2 MICHAEL: No? Okay.

3 THOMAS [REDACTED]: It's just a -- just a
4 private --

5 MICHAEL: It's a privately-owned company.

6 THOMAS [REDACTED]: -- company. We contract to
7 farmers to --

8 MICHAEL: Okay. And then for tax filing
9 purposes, do you file single or married?

10 THOMAS [REDACTED]: Single.

11 MICHAEL: Okay. And then what is your
12 annual income?

13 THOMAS [REDACTED]: 32,000.

14 MICHAEL: Okay. I'm going to read you a
15 definition and once I read you the definition, go
16 ahead and respond with whatever answer fits your
17 situation, okay?

18 THOMAS [REDACTED]: Okay.

19 MICHAEL: The last thing we go over family
20 size. Now, family size may be different from what you
21 claim as dependents on your tax return. It is a
22 figure that you provide for your application that
23 basically covers the number of people that you support
24 and who live with you. Again, not just dependents.
25 I'm required to read you the family size definition as

1 follows.

2 Family size includes you, your spouse, and
3 your children, including any unborn children who will
4 be born during the year for which you state your
5 family size if the children will receive a majority of
6 their support from you now. It includes other people
7 that live with you that receive a majority of their
8 support from you and they will continue to receive the
9 support from you for the year that you state your
10 family size. Support includes money, gifts, loans,
11 housing, food, clothes, car, medical and dental care
12 and payment of college costs.

13 A couple things to keep in mind with family
14 size, the higher your family size, the lower your
15 student loan payment and the lower your family size,
16 the higher your payments may be. That is because
17 certain government loan programs take into account not
18 just your income, but the amount of people you are
19 supporting. Based on that, how many people would you
20 count in your family size?

21 THOMAS [REDACTED]: None.

22 MICHAEL: Okay. You don't support anyone,
23 no gifts, no money, nothing?

24 THOMAS [REDACTED]: No.

25 MICHAEL: Okay.

1 (Pause.)

2 MICHAEL: All right. I now have all the
3 information I need to be able to put your quote
4 together. I'm going to put you on a brief hold.
5 While you're on hold, grab something to write with and
6 something to write on. We're going to go over some
7 numbers when I get back, okay?

8 THOMAS [REDACTED]: Okay.

9 MICHAEL: All right, I'll be right back with
10 you.

11 (On hold.)

12 MICHAEL: All right, Thomas, are you there?

13 THOMAS [REDACTED]: Yes, sir.

14 MICHAEL: All right. And were you able to
15 grab something to write with?

16 THOMAS [REDACTED]: Yes, sir.

17 MICHAEL: All right. So what we're going to
18 do -- so based on the information that you provided me
19 regarding your situation, the system came back with
20 the following programs you may qualify for. What I
21 want to have you do is write down some numbers and
22 then I'll go over them with you and I'll explain how
23 these programs work.

24 THOMAS [REDACTED]: Okay.

25 MICHAEL: The first thing I want you to do

1 is draw a line down the middle of your page and label
2 the --

3 THOMAS [REDACTED]: All right.

4 MICHAEL: -- or label the left side current
5 and the right side program. We're going to do a side-
6 by-side comparison.

7 THOMAS [REDACTED]: Okay.

8 MICHAEL: All right. So in your current
9 situation, with the loan amount that you gave me, a
10 standard repayment plan is 20 years. So what I did
11 was I took that and -- took that loan amount and
12 figured out what your standard -- or what your payment
13 would be in your current situation if you want to do a
14 standard repayment program. So your payment would be
15 \$248 a month. So go ahead and write that under
16 current.

17 THOMAS [REDACTED]: All right.

18 MICHAEL: Now, if we take that number and
19 multiply it by 12 to get your annual costs, you get
20 \$2,976. And like I told you before, that's a 20-year
21 repayment plan. So at the end of 20 years, that loan
22 actually ends up costing you \$59,520.

23 THOMAS [REDACTED]: Got it.

24 MICHAEL: Okay.

25 THOMAS [REDACTED]: Okay.

1 MICHAEL: Now, let's flip over to the right
2 side, the program side. Now, I do want to revisit
3 that family size number because these income plans are
4 based off two things. They're based off your income
5 and they're based off your family size. So at the
6 family size of one, your payments would actually
7 increase. There is no benefit for you in the program.

8 THOMAS [REDACTED]: All right.

9 MICHAEL: Now, if your family size was
10 three, your payments would drop almost down to -- your
11 payments would drop from the 248, they would drop over
12 \$100 down. If your payments were five -- or if your
13 family size was around five, it's around the same
14 thing. You got to remember family size is not the
15 same thing as dependents on your tax return. It's a
16 number that --

17 THOMAS [REDACTED]: Okay.

18 MICHAEL: -- you state of people that you
19 believe you support. So, for example, me and my wife,
20 we live alone and we do not have any children, but I
21 claim a family size of nine because I donate to
22 afterschool programs to help my cousins out. So that
23 is a way of supporting them.

24 THOMAS [REDACTED]: All right.

25 MICHAEL: So based on that information, is

1 your family size still stated as one?

2 THOMAS [REDACTED]: No, it would like five.

3 MICHAEL: Okay. Of those five, how many
4 would be children?

5 THOMAS [REDACTED]: Three.

6 MICHAEL: Okay. So, now, let's look at the
7 right side of the -- of the program. So in the
8 program, the first -- the first number I want you to
9 write down is \$132. That would be your payment for
10 the first 33 months in the program.

11 THOMAS [REDACTED]: All right.

12 MICHAEL: Okay. Starting in month 34, your
13 payment would drop down to \$119.

14 THOMAS [REDACTED]: Okay.

15 MICHAEL: Okay? Now, if we take that 119
16 and multiply that by 12, we get your new annual cost,
17 which is \$1,428.

18 THOMAS [REDACTED]: Right.

19 MICHAEL: Now, if we take that and multiply
20 it by the standard repayment plan in an income-driven
21 plan, which is 25 years, you get a new total repayment
22 cost of \$35,700.

23 THOMAS [REDACTED]: Okay.

24 MICHAEL: All right. So then go ahead and
25 write this number down, \$23,820. That is the amount

1 that you're going to circle and write "saved." Based
2 on the information that you provided us, after you've
3 made the 300 on-time qualified payments, which is that
4 25-year period, under the Department of Education's
5 program, you'll be on track for a savings of
6 approximately \$23,820, which could be discharged by
7 the Department of Education as student loan
8 forgiveness.

9 THOMAS [REDACTED]: Okay. And say I could still
10 -- I would still be able to pay the loan off early
11 even with one of these programs if I wanted to? Like
12 say I --

13 MICHAEL: Yeah.

14 THOMAS [REDACTED]: -- came up with enough to --
15 save up enough money just to pay the loan off, I could
16 still do that?

17 MICHAEL: Yeah, you could absolutely just
18 pay the loan off in that same period of time. These
19 programs -- but the nature of these programs are to
20 where we try and get you slated in the lowest possible
21 payment and then as much forgiven as possible. But,
22 yeah, if you would like -- say you come across the
23 money or you end up -- you end up getting, you know, a
24 huge pay bump or something, you come across a lot of
25 money, then you could so absolutely pay the loans off.

1 THOMAS [REDACTED]: Right. Okay.

2 MICHAEL: Yeah, the -- but the long-term
3 goal of these plans is to have as much discharged as
4 possible.

5 THOMAS [REDACTED]: Right.

6 MICHAEL: Yeah.

7 THOMAS [REDACTED]: Okay.

8 MICHAEL: Okay? So a couple more things I
9 have to review. As part of the program, we will
10 recertify your file on an annual basis. What that
11 entails is one of our representatives reaching out to
12 you to check on your current situation. These are all
13 income-driven repayment plans. So in the event that
14 your income goes up, your payments may increase. If
15 your income goes down, however, the payments could
16 decrease.

17 Family size is variable as well. If your
18 family size goes up, your payments could decrease. If
19 it goes down, your payments could increase. Does that
20 make sense?

21 THOMAS [REDACTED]: Right.

22 MICHAEL: Okay. So the next step in the
23 process is to do a financial analysis and evaluation
24 of your monthly budget and expenses. We understand
25 that your bills might change from month to month.

1 That's okay. Nice round estimates are okay for this
2 section. Okay?

3 THOMAS [REDACTED]: Okay.

4 MICHAEL: How much would you say you spend
5 on food each month?

6 THOMAS [REDACTED]: Probably like 300.

7 MICHAEL: Okay. How much would you say you
8 spend on housing?

9 THOMAS [REDACTED]: House payment is 689.

10 MICHAEL: Okay. How about utilities not
11 including cable and internet?

12 THOMAS [REDACTED]: About \$300.

13 MICHAEL: And then how about cable and
14 internet?

15 THOMAS [REDACTED]: Cable is 70 -- no, 50 a
16 month.

17 MICHAEL: Okay.

18 THOMAS [REDACTED]: And internet, I don't pay
19 because I have it where I live, so...

20 MICHAEL: Okay. How about transportation
21 costs? This includes car payments, gas money, bus
22 fairs, anything like that?

23 THOMAS [REDACTED]: I'd say about 350.

24 MICHAEL: All right. And then any necessary
25 medical and dental costs?

1 THOMAS [REDACTED]: No.

2 MICHAEL: No? Okay. How about car
3 insurance?

4 THOMAS [REDACTED]: 110 a month.

5 MICHAEL: Okay. How many vehicles do you
6 own and operate?

7 THOMAS [REDACTED]: Two.

8 MICHAEL: Okay. Do you have any costs for
9 any type of dependent care? So this would be any type
10 of children you take care of.

11 THOMAS [REDACTED]: No.

12 MICHAEL: Okay. You're not making any -- do
13 you have any private loans or just federal loans?

14 THOMAS [REDACTED]: Well, I have my -- my house
15 payment, I guess.

16 MICHAEL: Mm-hmm. Okay.

17 THOMAS [REDACTED]: Which is the mortgage. And
18 then I have my truck payment.

19 MICHAEL: Okay. How much are those?

20 THOMAS [REDACTED]: The mortgage is 689.

21 MICHAEL: Right.

22 THOMAS [REDACTED]: The truck payment is 343.

23 MICHAEL: Okay. And then the last bucket on
24 this is the miscellaneous expenses. So this is
25 anything else that contributes to your monthly

1 expenses. This could be credit card payments, this
2 could be haircuts, just anything else you spend money
3 on. What would that total out to be?

4 THOMAS [REDACTED]: Probably another 300.
5 (Pause.)

6 THOMAS [REDACTED]: Hello?

7 MICHAEL: Yeah, I'm still here. Sorry.

8 THOMAS [REDACTED]: Oh, okay.

9 MICHAEL: I was just --

10 THOMAS [REDACTED]: I thought I dropped the call
11 here.

12 MICHAEL: No, I was just typing in just
13 something real fast. All right. All right. So the
14 next step is to verify that your loans are eligible,
15 and we do this by verifying your loans through the
16 National Student Loan Database.

17 THOMAS [REDACTED]: Okay.

18 MICHAEL: Okay? Do you have access to an
19 email address right now?

20 THOMAS [REDACTED]: Yes, sir.

21 MICHAEL: Okay. What is that email address?

22 THOMAS [REDACTED]: [REDACTED]@hotmail.com.

23 MICHAEL: So that's [REDACTED] as in boy, [REDACTED] --

24 THOMAS [REDACTED]: Yeah.

25 MICHAEL: -- [REDACTED]?

1 THOMAS [REDACTED]: Yes, sir.

2 MICHAEL: All right. You're going to
3 receive an email from Michael Dasara (phonetic)
4 @AmeritechFinancial.com. When you receive that email,
5 I'll explain to you what it is, what I need you to do
6 with it and what we use it for.

7 THOMAS [REDACTED]: Okay.

8 (Pause.)

9 THOMAS [REDACTED]: All right.

10 MICHAEL: All right. So that email
11 should come from MichaelDasara@AmeritechFinancial. It
12 is a -- well, if you would click it and you open it,
13 it will open up -- it will have a blue link that says
14 click here to review and sign. Once you open that up,
15 this is a form that's going to allow me permission to
16 log into the national student loan database. This is
17 a website that we use to verify that your loans might
18 be eligible -- to ensure that you have loans that they
19 might be eligible for these programs.

20 So what this document does is it allows me
21 to log in on your behalf and take a look at those and
22 just ensure that they qualify for the program. Go
23 ahead and read through that. If you have any
24 questions, feel free to ask.

25 Once you're ready to apply your signature,

1 at the top of the page, there's a yellow start button.
2 You'll click that yellow start button. It will take
3 you to a rectangle with a star in it. You'll type in
4 your name in that rectangle, click apply, and then
5 there will be a blue button that says click here to
6 sign.

7 Once you've completed all those steps, it
8 will send me an email stating that you have signed the
9 document and we'll be able to continue. And, once
10 again, let me know if you have any questions.

11 THOMAS [REDACTED]: Okay.

12 MICHAEL: It looks like you signed it, so no
13 questions there. Now, have you --

14 THOMAS [REDACTED]: All right.

15 MICHAEL: -- have you ever logged into the
16 national student loan database? This would be the
17 same log in that you used for your FAFSA.

18 THOMAS [REDACTED]: I probably did at one time,
19 but --

20 MICHAEL: At one time, okay.

21 THOMAS [REDACTED]: -- I don't -- I don't
22 remember. It's been a long time --

23 MICHAEL: Yeah.

24 THOMAS [REDACTED]: -- since I've done that.

25 MICHAEL: That's okay. Would the email

1 address that you have now be the same email address
2 that you used?

3 THOMAS [REDACTED]: It may be. It would more
4 likely be my college email address when I was in
5 school.

6 MICHAEL: Okay, let's try using the email
7 address that you have now.

8 THOMAS [REDACTED]: Okay.

9 MICHAEL: The only other piece of
10 information I need to do that is your date of birth.
11 What is that?

12 THOMAS [REDACTED]: [REDACTED] of [REDACTED].

13 MICHAEL: All right, [REDACTED] of [REDACTED].

14 (Pause.)

15 MICHAEL: Do you still have access to that
16 email that you used in college or no?

17 THOMAS [REDACTED]: Yes.

18 MICHAEL: Okay. What is that email address?

19 THOMAS [REDACTED]: [REDACTED].edu.

20 MICHAEL: All right. So is that [REDACTED] as in [REDACTED]
21 in the very beginning?

22 THOMAS [REDACTED]: Yep.

23 MICHAEL: So [REDACTED]edu?

24 THOMAS [REDACTED]: Yes, sir.

25 MICHAEL: All right. Let me try using that

1 one and see if that's what works there.

2 (Pause.)

3 MICHAEL: All right. Give me one second.

4 I'm going to place you on a hold while I try and
5 navigate this site. Give me one second, okay?

6 THOMAS [REDACTED]: All right.

7 (On hold.)

8 MICHAEL: All right, Thomas, it's making me
9 enter some security questions for you. So I'm going
10 to read you the questions I hear. If you remember
11 them, that's great. If not, that's okay as well. We
12 can figure another way in. But I'm just going to read
13 you the questions that they gave me.

14 What was the color of your first car?

15 THOMAS [REDACTED]: [REDACTED].

16 MICHAEL: What was your or what is your
17 mother's maiden name?

18 THOMAS [REDACTED]: [REDACTED].

19 MICHAEL: I'm sorry, what was that?

20 THOMAS [REDACTED]: [REDACTED], [REDACTED].

21 MICHAEL: [REDACTED]?

22 THOMAS [REDACTED]: [REDACTED].

23 MICHAEL: [REDACTED], [REDACTED], got it. And then
24 the town you grew up in?

25 THOMAS [REDACTED]: [REDACTED]s, [REDACTED].

1 MICHAEL: All right. All right, perfect.
2 That was able to get us in. Let me -- so I'm going to
3 reset the password here.

4 THOMAS [REDACTED]: Okay.

5 MICHAEL: And I will give you what that new
6 password is as soon as it takes.

7 (Pause.)

8 MICHAEL: Okay, Thomas, what was that --
9 what was that second email address again? [REDACTED] --

10 THOMAS [REDACTED]: Oh, the school email?

11 MICHAEL: Yeah, what was that one again?

12 THOMAS [REDACTED]: [REDACTED] and then [REDACTED]
13 [REDACTED].edu.

14 MICHAEL: Got it.

15 (Pause.)

16 MICHAEL: So, Thomas, because we reset the
17 loans through the challenge questions, it locks us out
18 for a few minutes. So we're going to go ahead and
19 skip that step of the application and roll on to the
20 next section, and then we'll go back to that once that
21 opens up, okay?

22 THOMAS [REDACTED]: All right.

23 MICHAEL: All right. So the next step in
24 the process is to -- do you know who owns your loans,
25 what loan servicer you're supposed to make payments

1 to? It would be --

2 THOMAS [REDACTED]: Great Lakes.

3 MICHAEL: It's Great Lakes? Okay. And do
4 you have a login for them?

5 THOMAS [REDACTED]: I had it saved on my phone,
6 but I don't have it anymore.

7 MICHAEL: No, okay. Not a problem.

8 (Pause.)

9 MICHAEL: Now, with Great Lakes, it always
10 asks for a PIN number. Do you know what that PIN
11 number might have been?

12 THOMAS [REDACTED]: [REDACTED].

13 MICHAEL: I like it.

14 THOMAS [REDACTED]: It's the only way I can
15 remember it.

16 MICHAEL: I'm the same way. I do the same
17 thing. All right. And, Thomas, what is your Social?

18 THOMAS [REDACTED]: XXX-XX-XXXX.

19 MICHAEL: XXXX?

20 THOMAS [REDACTED]: Mm-hmm.

21 MICHAEL: All right.

22 (Pause.)

23 MICHAEL: All right. So heading to your
24 email right now, this is the hotmail email address --

25 THOMAS [REDACTED]: Okay.

1 MICHAEL: -- is an email titled, "Reset your
2 MyGreatLakes.org login info." That email contains
3 instructions on how to get your username and password.
4 You want to go ahead and do the -- follow those steps
5 and then just reset it all and then we will be able to
6 get into it.

7 THOMAS [REDACTED]: Okay.

8 MICHAEL: (Inaudible).

9 (Pause.)

10 THOMAS [REDACTED]: All right. Hello?

11 MICHAEL: Yes. Were you able to get a
12 username and password from there?

13 THOMAS [REDACTED]: Yes.

14 MICHAEL: All right. What is the username?

15 THOMAS [REDACTED]: All capital letters [REDACTED], [REDACTED]-
16 [REDACTED], [REDACTED], [REDACTED], [REDACTED].

17 MICHAEL: Okay. And then the password?

18 THOMAS [REDACTED]: Is capital [REDACTED], [REDACTED], [REDACTED].

19 MICHAEL: Okay.

20 THOMAS [REDACTED]: [REDACTED] -- the numbers [REDACTED].

21 MICHAEL: Okay. So [REDACTED] with a capital
22 [REDACTED]?

23 THOMAS [REDACTED]: Yep.

24 MICHAEL: Okay. And is that PIN number
25 still [REDACTED]?

1 THOMAS [REDACTED]: Yes, sir.

2 MICHAEL: Okay.

3 (Pause.)

4 MICHAEL: Okay, yeah, if you log in to -- if
5 you were able to log in -- I don't know if you did
6 after you reset the passwords or whatnot -- you were
7 about right with your student loan balance. You owe
8 about 34 grand. But it does look like I was incorrect
9 about the payments they're going to be asking for. I
10 quoted you at 248. They're asking for 353.

11 Now, the nice thing about this program is
12 once you get enrolled in the program, we will put your
13 account into a forbearance and your payments will be
14 brought current. So you won't owe that 353 anymore.
15 You'll be able to start making payments on the new
16 program that I quoted you.

17 THOMAS [REDACTED]: Okay.

18 MICHAEL: So another benefit to this. So
19 I'm going to go ahead and save that.

20 All right. Now, earlier, I asked you for a
21 stated income. You gave me the 32,000. Now, at this
22 time we ask -- we ask for proof of that income. Now,
23 there's a couple of ways you can do that. Once you
24 enroll in the program, you're actually going to
25 receive a packet of documents that you need to send in

1 to us.

2 THOMAS [REDACTED]: Okay.

3 MICHAEL: One of those will be income, pay
4 stubs and -- and your tax return from last year. But
5 for purposes of this phone call, if you would like to
6 use the stated income, you're more than welcome to.
7 Just keep in mind that any changes between your income
8 -- your stated income and your actual income could
9 result in a difference in payments because these are
10 payment plans, right? So any increase --

11 THOMAS [REDACTED]: Yes.

12 MICHAEL: -- in your income could cause an
13 increase in your payment. Does that make sense?

14 THOMAS [REDACTED]: Okay, yes.

15 MICHAEL: You want me to use the stated
16 income figure?

17 THOMAS [REDACTED]: Yes.

18 MICHAEL: The 32? Okay. All right, give me
19 a second to plug that in.

20 (Pause.)

21 MICHAEL: All right. The next thing we need
22 for your account are two references. Now, these two
23 references cannot live with you and they cannot live
24 with each other. They should not be coworkers or
25 acquaintances, but they can be friends or family

1 members. And for each acquaintance, we'll need a full
2 name, an address and a phone number, as well as their
3 relationship to you. Do you have two people in mind
4 you'd like to use as your references?

5 THOMAS [REDACTED]: Yeah, but I don't have access
6 to their phone numbers or addresses at the moment.

7 MICHAEL: You don't have access --

8 THOMAS [REDACTED]: I have to -- I have to call
9 them (inaudible).

10 MICHAEL: Okay. I can --

11 THOMAS [REDACTED]: I have to look up the numbers
12 and call them and get --

13 MICHAEL: I'm sorry, I missed that last
14 part. What was that?

15 THOMAS [REDACTED]: I said, I'll have to look up
16 the numbers and call them tonight and get their
17 addresses (inaudible).

18 MICHAEL: Okay. You don't have -- you don't
19 have their phone numbers or their addresses?

20 THOMAS [REDACTED]: No, I don't have the two.
21 I'd have to --

22 MICHAEL: Now --

23 THOMAS [REDACTED]: I just got a new phone and I
24 don't have everybody saved in it, so...

25 MICHAEL: Got it.

1 THOMAS [REDACTED]: I'll have to get it from
2 somebody else.

3 MICHAEL: Got it, I understand that. Now,
4 these references, these aren't people who we're going
5 to call for any reason specifically. They just are
6 required for the account.

7 THOMAS [REDACTED]: Right.

8 MICHAEL: So you don't have to worry -- you
9 don't have to worry about us contacting them. They
10 just -- for federal forms, they require that we have
11 the two references.

12 THOMAS [REDACTED]: (Inaudible).

13 MICHAEL: Okay. So what are the names that
14 you want to use?

15 THOMAS [REDACTED]: It would be [REDACTED].

16 MICHAEL: [REDACTED]. How do you spell
17 [REDACTED], two [REDACTED] at the end or one [REDACTED]?

18 THOMAS [REDACTED]: Two.

19 MICHAEL: Okay. And what's his relation to
20 you?

21 THOMAS [REDACTED]: Family friend.

22 MICHAEL: Okay. And we don't have his phone
23 number or his address?

24 THOMAS [REDACTED]: No. He moved and I got a new
25 phone and I don't have it right now, but --

1 MICHAEL: No, not a problem. And then who's
2 the second reference you want to use?

3 THOMAS [REDACTED]: It would be -- let's see.
4 Let's look here. Put [REDACTED].

5 MICHAEL: [REDACTED]?

6 THOMAS [REDACTED]: Mm-hmm.

7 MICHAEL: Okay. And what was his last name?

8 THOMAS [REDACTED]: [REDACTED].

9 MICHAEL: [REDACTED]. And what is his
10 relation to you?

11 THOMAS [REDACTED]: Friend.

12 MICHAEL: Okay.

13 THOMAS [REDACTED]: (Inaudible).

14 MICHAEL: Okay. And the same issue, no
15 phone number, no address?

16 THOMAS [REDACTED]: Correct.

17 MICHAEL: Now, let me go back and see if the
18 -- let me go back and see if that account has unlocked
19 yet and I can go back and do -- take care of that real
20 fast.

21 THOMAS [REDACTED]: Okay.

22 (Pause.)

23 MICHAEL: Oh, so, Thomas, one thing that was
24 brought to my attention that we can do in order to be
25 able to complete the application and get those

1 references, we can look them up on the white pages if
2 you know what cities they live in and I could probably
3 get their phone numbers and addresses from there. Do
4 you want to try doing that?

5 THOMAS [REDACTED]: No, I'll get them later from
6 them.

7 MICHAEL: Okay, yeah, because we won't be
8 able to complete the application without that. But
9 give me one second, okay?

10 THOMAS [REDACTED]: Okay.

11 (Pause.)

12 BRANDON: Hi, Thomas.

13 THOMAS [REDACTED]: Yes.

14 BRANDON: Hey, how you doing? This is
15 Brandon. I'm Michael's manager. He said you had a
16 couple questions and he wanted me to jump on the
17 phone. Is there any questions that you have? Are you
18 clear on everything that's going on?

19 THOMAS [REDACTED]: No, I didn't have any
20 questions. He said just hold on a second.

21 BRANDON: I'm sorry, what?

22 THOMAS [REDACTED]: I said I didn't have any
23 questions, no.

24 BRANDON: Oh, okay, good.

25 THOMAS [REDACTED]: He just said --

1 BRANDON: Uh-huh, okay. So you don't have
2 any questions at all? You're ready to go?

3 THOMAS [REDACTED]: Yeah.

4 BRANDON: Oh, okay. Yeah, it looks like
5 he's about 70 percent of the way, so he just has to
6 get your references in there and a couple other
7 questions and he'll be able to send you all the
8 information, all the documents right now.

9 THOMAS [REDACTED]: Okay.

10 BRANDON: Okay, give me a second. Let me
11 get him back.

12 (Pause.)

13 MICHAEL: All right, Thomas, so we're about
14 done with the application. And the last thing we need
15 to do is set up payment for the services. So keep in
16 mind that your payments don't change from those
17 payments that we lined up for you. So the one -- the
18 132 will be your payment for the first 33 months and
19 the 119 will be your payment for the second -- for
20 once month 34 starts. Nothing about those payments
21 change, but you're going to hear some numbers that go
22 into making up those numbers, okay? How those numbers
23 get --

24 THOMAS [REDACTED]: Okay.

25 MICHAEL: Okay? So the -- so let's see. So

1 next comes setting up payment for our services. We do
2 charge \$800, but we don't actually collect our fees
3 until we've completed our services for you and you
4 make that first payment on your loan. We do require
5 that you set up a bank account in your own name in
6 which you regularly deposit funds to be used for
7 Ameritech Financial's fees. You'll have complete
8 control over these funds until Ameritech Financial
9 completes its services for you, upon which time, such
10 fees will be paid to Ameritech Financial. We
11 recommend using a dedicated account provider, but you
12 can work with a similar third party.

13 On that piece of paper, you wrote down some
14 numbers earlier. I want you to write down the date of
15 your first payment. So you get to choose the date of
16 your first payment. It can be any day between now and
17 30 days from now. Do you have a specific date in
18 mind?

19 THOMAS [REDACTED]: Okay. The 15th of next
20 month?

21 MICHAEL: The 15th of next month, okay. All
22 right. Let me get that plugged in.

23 (Pause.)

24 MICHAEL: All right. And do you have a bank
25 account in mind that you'd like to use to start making

1 those payments?

2 THOMAS [REDACTED]: No, I don't -- I'll get back
3 with you. I was just wanting to -- do you have a
4 number I can call you back at? My boss is calling me
5 here.

6 MICHAEL: Yeah, my number is (916) --

7 THOMAS [REDACTED]: Okay.

8 MICHAEL: -- 431 --

9 THOMAS [REDACTED]: Okay.

10 MICHAEL: -- 0950.

11 THOMAS [REDACTED]: Okay.

12 MICHAEL: All right.

13 THOMAS [REDACTED]: All right.

14 MICHAEL: Is there a time I can give you a
15 call back? Would that work better?

16 THOMAS [REDACTED]: Oh, what are y'all's hours?

17 MICHAEL: So we are here from 7:00 a.m.

18 Pacific time to 4:00 p.m. Pacific time. So --

19 THOMAS [REDACTED]: Okay.

20 MICHAEL: -- I think you are in Central time
21 or are you in East Coast time?

22 THOMAS [REDACTED]: Central.

23 MICHAEL: Okay. So that would be from 9:00
24 a.m. to 6:00 p.m. your time.

25 THOMAS [REDACTED]: Okay. Well, I'll -- I'll

1 probably give you a call back here a little after
2 5:00. I'll be able to --

3 MICHAEL: Okay.

4 THOMAS [REDACTED]: -- (inaudible). (Inaudible)
5 wants me to go do something (inaudible).

6 MICHAEL: Not a problem. With that bank
7 account information and the references, once we get
8 that in, we're about ten minutes away from completing
9 the process.

10 THOMAS [REDACTED]: Okay.

11 MICHAEL: Okay? So if you could just gather
12 both of those, the next time you call, we'll be able
13 to wrap up for you.

14 THOMAS [REDACTED]: All right, thank you.

15 MICHAEL: All right, you have a great day.

16 THOMAS [REDACTED]: You, too. Bye-bye.

17 (The call was concluded.)

18 (The recording was concluded.)

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1 CERTIFICATE OF TRANSCRIPTIONIST

2
3
4 I, Elizabeth M. Farrell, do hereby certify
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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
20
21 DATE: 4/18/2018

22 ELIZABETH M. FARRELL, CERT
23
24
25

Ortiz Attachment G

(This Attachment is in physical form only,
and maintained in the case file at the Clerk's office Under Seal)

Ortiz Attachment H

1 OFFICIAL TRANSCRIPT PROCEEDING

2 FEDERAL TRADE COMMISSION

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4
5 MATTER NO. 1723027

6 TITLE AMERICAN FINANCIAL BENEFITS CENTER

7 DATE RECORDED: DATE UNKNOWN

8 TRANSCRIBED: APRIL 17, 2018

9 PAGES 1 THROUGH 51

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11
12 TELEPHONE CONVERSATION BETWEEN CHELSEA [REDACTED] JENNY
AND LAURA

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FEDERAL TRADE COMMISSION

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RECORDING:

PAGE:

Telephone conversation between Chelsea [REDACTED]
Jenny and Laura

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FEDERAL TRADE COMMISSION

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In the Matter of:)
American Financial Benefits) Matter No. 1723027
Center)
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Date Unknown

The following transcript was produced from a
digital file provided to For The Record, Inc. on April
17, 2018.

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P R O C E E D I N G S

- - - - -

TELEPHONE CONVERSATION BETWEEN CHELSEA [REDACTED]

AND JENNY

JENNY: Hi, this is Jenny. How can I help you?

CHELSEA [REDACTED] Hi, I was calling about my eligibility for a student loan repayment, a reduction and forgiveness.

JENNY: Sure, what is that referral number?

CHELSEA [REDACTED] The reference number?

JENNY: Yes.

CHELSEA [REDACTED] Okay. It's [REDACTED] [REDACTED].

JENNY: Thank you.

CHELSEA [REDACTED] Mm-hmm.

JENNY: And I have Chelsea.

CHELSEA [REDACTED] Yep.

JENNY: [REDACTED] sorry if I --

CHELSEA [REDACTED] Yep.

JENNY: -- butchered that. Okay.

CHELSEA [REDACTED] No, that's correct.

JENNY: And then is this -- the number that you're calling be the best number to reach you in case

1 you drop?

2 CHELSEA [REDACTED] Yes.

3 JENNY: Okay.

4 CHELSEA [REDACTED] Yep.

5 JENNY: So let me give you a brief overview
6 of the program itself. So these repayment plans are
7 designed to make your student loan debt more
8 manageable by reducing your monthly payment. After
9 you make a series of qualified payments for either 10
10 or 25 years, depending on the program, any remaining
11 balance may be eligible for forgiveness by the
12 Department of Education. So our role is working with
13 you to prepare the application package that we submit
14 to the Department of Education on your behalf.

15 CHELSEA [REDACTED] Okay.

16 JENNY: So I'll just ask you a few questions
17 here to see if you are eligible. I see 76,000 is the
18 total estimated federal loan balance with you.

19 CHELSEA [REDACTED] Mm-hmm.

20 JENNY: Are you current? You're not in
21 default, correct?

22 CHELSEA [REDACTED] Correct. Yeah, I've been
23 paying on them.

24 JENNY: Okay, okay. Are you married or
25 single?

1 CHELSEA [REDACTED] I'm single.

2 JENNY: And then what do you do for a
3 living, Chelsea?

4 CHELSEA [REDACTED] I'm a speech -- I'm a
5 speech therapist over at [REDACTED] for

6 [REDACTED]
7 JENNY: Did you say -- sorry. Did you say
8 teacher or --

9 CHELSEA [REDACTED] No, a speech therapist.

10 JENNY: Oh, speech therapist, sorry. I
11 heard -- is that hospital nonprofit, by chance?

12 CHELSEA [REDACTED] Yes, it's [REDACTED] yep,
13 nonprofit.

14 JENNY: Okay, gotcha, okay. [REDACTED] all
15 right. And let me -- what is your annual income?

16 CHELSEA [REDACTED] Honestly, I think it's -- I
17 don't know exactly because it's -- this is my first
18 year as full-time and --

19 JENNY: Oh, sure. So I guess do you know
20 what your gross of your last paycheck was?

21 CHELSEA [REDACTED] I think it's usually --

22 JENNY: We could probably calculate that.

23 CHELSEA [REDACTED] My paycheck itself is --

24 JENNY: Gross, like before --

25 CHELSEA [REDACTED] -- like for 1,500, so I

1 think around like 21, maybe, gross income.

2 JENNY: Okay, that's 2,100 gross. Biweekly?

3 CHELSEA [REDACTED] Yes.

4 JENNY: Okay. Okay, so like 50,400

5 (inaudible).

6 CHELSEA [REDACTED] Yeah.

7 JENNY: Okay. So last question and then we
8 can get into seeing what the numbers look like, so --

9 CHELSEA [REDACTED] Okay.

10 JENNY: Next, we need to go over family
11 size. The family size may be different from what you
12 claim as dependents on your tax return. So it's a
13 figure that you provide for your application that
14 basically covers the number of people that you
15 support. Again, not just dependents. I'm required to
16 read you the family size definition.

17 So family size includes you, your spouse,
18 your children, including unborn child who will be born
19 during the year for which you state your family size
20 and if the children receive the majority of their
21 support from you now. It also includes other people
22 that live with you that receive their majority of
23 support from you and they will continue to receive the
24 support from you for the year that you state your
25 family size.

1 Support includes money, gifts, phones,
2 housing, food, clothes, car, medicine, dental care and
3 payment of college costs.

4 A couple things to keep in mind with family
5 size, the higher your family size, the lower your
6 student loan payment, and the lower your family size,
7 the higher your payments will be. That is because the
8 government loan programs take into account not just
9 your income, but the amount of people you're
10 supporting. So based on that, you can state up to 14,
11 Chelsea.

12 CHELSEA [REDACTED] Mm-hmm.

13 JENNY: And I have seen folks that, you know
14 -- just as an example, based on their comfort of the
15 support definition, you know, they include siblings,
16 grandparents, you know, family members that, you know,
17 because by the definition support includes money,
18 gifts, loans, housing, clothes, car rides. So --

19 CHELSEA [REDACTED] Right. I would say just
20 two.

21 JENNY: And then is that two adults?

22 CHELSEA [REDACTED] Yeah.

23 JENNY: Okay. Okay. Let me -- now, based
24 on that, I will give you what that looks like. So two
25 at 50,000.

1 CHELSEA [REDACTED] Okay.

2 JENNY: So based on a family size of two,
3 the payments are pretty high as I mentioned. The
4 higher the family size, the lower (inaudible) payment.
5 So you're looking at 433.06.

6 CHELSEA [REDACTED] Okay.

7 JENNY: At a family size of two. And then
8 I'll give you a couple other options because it kind
9 of breaks in down in like increments of four.

10 CHELSEA [REDACTED] Okay.

11 JENNY: I mean, you gave me two, sorry.
12 Instead a family size of four, it's -- the payments
13 are 281.81.

14 CHELSEA [REDACTED] Okay.

15 JENNY: And then the family size of six, it
16 most likely will be lower. \$129.56.

17 CHELSEA [REDACTED] Okay.

18 JENNY: And then a family size of seven is a
19 zero dollar payments. So that's just so that you have
20 a familiarity with the family size.

21 CHELSEA [REDACTED] Okay.

22 JENNY: So -- and then lastly --

23 CHELSEA [REDACTED] So it would be --

24 JENNY: Yeah, go for it.

25 CHELSEA [REDACTED] So if -- I guess like -- I

1 guess my question is is the family size thing, like
2 how do they check on stuff like that? Like is that
3 just --

4 JENNY: Yeah.

5 CHELSEA [REDACTED] -- I mean, obviously --
6 because, obviously, like I give gifts and all that to
7 more (inaudible) than just one person.

8 JENNY: Yeah, sure. Yeah.

9 CHELSEA [REDACTED] So -- but I don't want to
10 like (inaudible) --

11 JENNY: It's just name and date of birth.

12 CHELSEA [REDACTED] (Inaudible).

13 JENNY: Yeah. It's not like their taxes.

14 CHELSEA [REDACTED] Okay.

15 JENNY: It's just name and date of birth if
16 they do audit --

17 CHELSEA [REDACTED] Okay.

18 JENNY: -- and that's like above eight, I
19 believe.

20 CHELSEA [REDACTED] Oh, okay.

21 JENNY: Yeah. And so for -- I think the
22 highest I gave you was seven.

23 CHELSEA [REDACTED] Mm-hmm.

24 JENNY: For -- yeah, the zero dollar. Yep.

25 CHELSEA [REDACTED] So I could include like

1 siblings and parents?

2 JENNY: Mm-hmm. Yeah.

3 CHELSEA [REDACTED] Oh, okay.

4 JENNY: As long as you're comfortable, yeah.

5 CHELSEA [REDACTED] Then I could -- yeah.

6 Because, I mean, if that's including like giving gifts

7 and like helping with bills every once in a while,

8 like I could do like --

9 JENNY: Sure, yeah, yeah.

10 CHELSEA [REDACTED] -- I could do four.

11 JENNY: Okay. Four adults, you said?

12 CHELSEA [REDACTED] Yeah.

13 JENNY: Okay, including yourself, so five

14 total, including yourself?

15 CHELSEA [REDACTED] Well, let's do four just

16 including myself.

17 JENNY: Okay, let me scroll down. Okay, let

18 me update that. And so based on the information you

19 provided regarding your situation, then the system

20 came back with the following programs that you qualify

21 for. So what I want to do is have you write down some

22 numbers and then go over them with you and then I'll

23 explain about how the programs work and what is

24 involved. So --

25 CHELSEA [REDACTED] Okay.

1 JENNY: -- pen and paper and then I'll just
2 put (inaudible) --

3 CHELSEA [REDACTED] Yeah, let me grab a pen
4 real quick.

5 JENNY: Sure.

6 CHELSEA [REDACTED] Okay. Oh, of course, the
7 pen I grab doesn't work. Sorry.

8 JENNY: No, you're fine.

9 (Pause.)

10 CHELSEA [REDACTED] When I need a pen, I can't
11 find one.

12 JENNY: Mm-hmm. Don't worry. Take your
13 time. I'm just -- [REDACTED] I'm going to look up
14 their address.

15 CHELSEA [REDACTED] I think it's like 2142
16 North Boulevard or Cove or something like that.

17 JENNY: Okay. (Inaudible) --

18 CHELSEA [REDACTED] Okay, I'm ready.

19 JENNY: Okay. So on that piece of paper,
20 draw a line and you're going to label it "current" on
21 the left of that line and then --

22 CHELSEA [REDACTED] (Inaudible) what, I'm
23 sorry?

24 JENNY: Current on the left.

25 CHELSEA [REDACTED] Okay.

1 JENNY: And then program on the right.

2 CHELSEA [REDACTED] Okay.

3 JENNY: And then underneath current, you're
4 going to write 530 per month.

5 CHELSEA [REDACTED] Okay.

6 JENNY: Underneath that write \$6,360 per
7 year.

8 CHELSEA [REDACTED] 6360?

9 JENNY: Sixty, mm-hmm. Underneath that
10 write 159,000, total estimate. On the right, under
11 the program side --

12 CHELSEA [REDACTED] Mm-hmm.

13 JENNY: -- write 407 for three months. And
14 then it will drop to \$281.81.

15 CHELSEA [REDACTED] Okay.

16 JENNY: And then under \$281.81, write
17 \$3,381.72 per year. And then underneath that write
18 \$33,817.20 total.

19 CHELSEA [REDACTED] Okay.

20 JENNY: So the two -- the difference between
21 the two totals is a savings of \$125,182.80. And as
22 part of the program, we will recertify you on an
23 annual basis. What that entails is one of our reps
24 reaches out to you to check on your current situation.
25 So these are all income-driven repayment plans. In

1 the event your income changes, your payments may
2 change. Family size is variable as well. If your
3 family size changes, your payments could change.

4 And then based on the nature of your current
5 (inaudible) submit your file for a public service loan
6 forgiveness program. The current requirements are
7 that you must continue working for a qualified
8 organization, publicly-funded or nonprofit, work an
9 average of 30 hours a week over the year and meet
10 these requirements for 10 years. If either of those
11 requirements change for your situation or your
12 employer fails to otherwise meet the federal
13 requirements of the public service loan forgiveness
14 program, then your monthly payment quote will remain
15 unchanged, but your loan repayment term could increase
16 up to 25 years.

17 And then we will be able to move forward
18 clearly with the application process based on your
19 state income. However, please understand that if
20 your income is different when you send in your
21 documents, it could affect the approved program
22 payment. And so --

23 CHELSEA [REDACTED] Okay.

24 JENNY: -- I will repeat the payment
25 breakdown for you.

1 CHELSEA [REDACTED] Mm-hmm.

2 JENNY: So your total monthly payment,
3 again, is 407.

4 CHELSEA [REDACTED] Mm-hmm.

5 JENNY: Of that payment, 200 will be going
6 to our doc prep fee for three months, right? During
7 those three months, you will also see an \$8 fee within
8 that. During the first month only, the payment
9 includes the one-time enrollment fee to FEBC. And
10 then --

11 CHELSEA [REDACTED] Mm-hmm.

12 JENNY: -- starting in month two, the \$90 --
13 the \$99 will be going to your FEBC program each month.
14 FEBC is Financial Education Benefits Center.

15 CHELSEA [REDACTED] Mm-hmm.

16 JENNY: And then lastly we are estimating
17 that your new student loan payments could be \$182.81.
18 So this payment is what you will need to make directly
19 to your loan servicer. So that 182.81 is comprised
20 of that 281.81 that I told you that your monthly
21 payment --

22 CHELSEA [REDACTED] Okay.

23 JENNY: Yeah. And then the other payments
24 will be automatically drafted and you'll see that
25 amount listed as RAN payments on your bank statement.

1 CHELSEA [REDACTED] Okay.

2 JENNY: So I just wanted to break that down
3 for you.

4 CHELSEA [REDACTED] So the 281 -- the 281.81,
5 there's no way I can do that all automatically?

6 JENNY: No, it's split. Yeah, because we
7 work with your loan servicer, which I'll confirm them
8 on the database. So basically, yeah, we kind of tell
9 them, hey, Chelsea is in the Department of Education
10 program, this is her like locked-in (inaudible) --

11 CHELSEA [REDACTED] Oh.

12 JENNY: Yeah.

13 CHELSEA [REDACTED] Okay.

14 JENNY: And then the other is for the FEBC,
15 for us, yeah. Yeah, just the next steps, I'll just
16 need like 30 minutes from you and we can knock this
17 out if you have all the information. So I'll just
18 need your email address and we'll just get like two
19 documents going for you. So the first one is -- I'm
20 going to send to your email now. It's just like a
21 permission slip (inaudible) you are eligible and we're
22 going to get you -- I'm going to confirm the loan
23 balance real quick.

24 CHELSEA [REDACTED] Mm-hmm.

25 JENNY: So what is your email address,

1 Chelsea?

2 CHELSEA [REDACTED] It's [REDACTED]gmail.com.

3 JENNY: CPud -- [REDACTED] -- sorry? Gmail?

4 CHELSEA [REDACTED] Gmail, yep.

5 JENNY: Okay, thank you.

6 CHELSEA [REDACTED] So I'm sending it to you.

7 You know, you can do it on your phone as well, but I
8 am sending it to you to your email address. It's
9 going to come from my email, Jenny.Rosas@
10 ameritechfinancial.com. It's a one-pager. It's
11 pretty straightforward. You open up the document,
12 just electronically sign to give me permission to look
13 at the database to confirm the interest and your loans
14 and so forth. So that's the part that takes probably
15 just a couple minutes here and then we'll just
16 continue filling out your app here. Let me know when
17 you get it.

18 CHELSEA [REDACTED] I got it. I just got to --
19 I'm going to sign on from my computer.

20 JENNY: Sure, yeah.

21 CHELSEA [REDACTED] (Inaudible).

22 JENNY: Cool. And then let me just go back
23 to your file. And then what is your date of birth,
24 Chelsea?

25 CHELSEA [REDACTED] [REDACTED] [REDACTED]

1 JENNY: Okay, thank you. [REDACTED] -- [REDACTED],
2 okay. [REDACTED], perfect. So once you send that back,
3 I also sent you a six-digit secure code to you -- your
4 -- to do the federal student aid. So...

5 CHELSEA [REDACTED] And then, yeah, let me
6 just --

7 JENNY: (Inaudible). Just read the six-
8 digit code when you get a chance as well. (Inaudible)
9 get this knocked out (inaudible).

10 CHELSEA [REDACTED] Does it email back to you
11 or do I have to download the copy and then --

12 JENNY: No, I think I got it if you already
13 clicked to sign.

14 CHELSEA [REDACTED] Yeah, I did.

15 JENNY: Yep, I got it. Perfect. And then
16 the six-digit code?

17 CHELSEA [REDACTED] That would be --

18 JENNY: It's like the second email from
19 FSAID, Federal Student Aid. It takes a minute. The
20 Government (inaudible).

21 CHELSEA [REDACTED] (Inaudible) password and
22 stuff.

23 JENNY: Yeah.

24 CHELSEA [REDACTED] [REDACTED].

25 JENNY: Thank you. And then I guess the

1 next piece, while I'm doing this to check your loans,
2 think of two references for the app, name, address and
3 phone, that don't share your same address. Let me
4 (inaudible).

5 CHELSEA [REDACTED] Umm...

6 JENNY: I'll go to that section (inaudible)
7 just have you think of two (inaudible) so you can have
8 that information ready for me.

9 CHELSEA [REDACTED] Let's see.

10 JENNY: (Inaudible).

11 CHELSEA [REDACTED] Let's see.

12 JENNY: Seventy-five, direct plus. Okay,
13 you don't (inaudible). So (inaudible) Fed Loan, okay.
14 So I'll need to go into Fed Loan next real quick. Do
15 you have the login to Fed Loan? Have you gone online
16 or created an online account for Fed Loan?

17 CHELSEA [REDACTED] For Fed Loan, yeah.

18 JENNY: Okay, perfect.

19 CHELSEA [REDACTED] Wait, Nelnet?

20 JENNY: There is no Nelnet. I can see two
21 for just -- well, Nelnet is zero, so you don't have a
22 balance on that. So it's just Fed Loan.

23 CHELSEA [REDACTED] Mmm, oh, I think they --

24 JENNY: Consolidated probably.

25 CHELSEA [REDACTED] Yeah, I think they

1 transferred --

2 JENNY: They did, yep.

3 CHELSEA [REDACTED] Okay.

4 JENNY: I see it, yeah.

5 CHELSEA [REDACTED] So I don't --

6 JENNY: So just Fed Loan, yeah.

7 CHELSEA [REDACTED] Okay. So do I have to make

8 an account?

9 JENNY: No. So do you not have an online

10 account with Fed Loan? Is that what you said?

11 CHELSEA [REDACTED] No, I --

12 JENNY: Oh, okay, I can create one here.

13 CHELSEA [REDACTED] Okay.

14 JENNY: Let me -- just one (inaudible). And

15 then what is your Social?

16 CHELSEA [REDACTED] XXX,

17 JENNY: Mm-hmm.

18 CHELSEA [REDACTED] XX-XXXX.

19 JENNY: XXXX, okay. Give me one second.

20 I'm just going to create this for you.

21 (Pause.)

22 JENNY: You'll get a confirmation in a

23 second here. So I'll just make your username, too,

24 just like the first part of your email.

25 CHELSEA [REDACTED] Okay.

1 JENNY: And then the password is Loan2017
2 with a capital L. And then I'll just set up security
3 questions for you. So what -- what was the name of
4 your high school?

5 CHELSEA [REDACTED] [REDACTED].

6 JENNY: Sunford?

7 CHELSEA [REDACTED] [REDACTED] --

8 JENNY: Oh, [REDACTED].

9 CHELSEA [REDACTED] -- [REDACTED]

10 JENNY: Okay. And then what was your high
11 school mascot?

12 CHELSEA [REDACTED] A [REDACTED].

13 JENNY: And then, let's see, city born?

14 CHELSEA [REDACTED] [REDACTED]

15 JENNY: All right, thank you. Just in case
16 you ever forget.

17 CHELSEA [REDACTED] And you said the password
18 was [REDACTED]?

19 JENNY: Mm-hmm.

20 CHELSEA [REDACTED] And is it capitalized?

21 JENNY: Capital L, yep.

22 CHELSEA [REDACTED] Okay.

23 JENNY: All right, submitted. Okay, so now
24 I'm in here. Let me get the updated loan docs here.
25 And then I'll scroll to the references in a second

1 once I just confirm this total balance here.

2 CHELSEA [REDACTED] Can the references be my
3 brothers?

4 JENNY: Mm-hmm, yeah, just has to be
5 somebody that doesn't share your same address, so --

6 CHELSEA [REDACTED] Okay.

7 JENNY: So they must have just did this
8 consolidation because it's -- there's nothing showing
9 right now on there.

10 CHELSEA [REDACTED] Yeah.

11 JENNY: It's probably all -- it's all on
12 Nelnet. So I actually might need to go -- I might
13 need to go into Nelnet just in case. I don't like to
14 prolong the service with the -- because I'm going to
15 transfer you to our verification team once we get
16 everything signed off. So --

17 CHELSEA [REDACTED] Okay.

18 JENNY: Do you mind -- can you give me the
19 Nelnet just so I can see --

20 CHELSEA [REDACTED] You want the password and
21 the --

22 JENNY: Yeah, username and password, please.

23 CHELSEA [REDACTED] is the username
24 and password, capital [REDACTED] --

25 JENNY: Mm-hmm.

1 CHELSEA [REDACTED] -- [REDACTED].

2 JENNY: Okay. And then is it lowercase, the

3 [REDACTED]

4 CHELSEA [REDACTED] Yeah.

5 JENNY: Okay. Whoops. Okay.

6 (Pause.)

7 JENNY: Let me see if that -- that's --

8 okay, yeah. So they had the total balance a little

9 lower, 75. Perfect, okay. Thank you. We'll go to

10 the reference now. Okay, the first one, first and

11 last name.

12 CHELSEA [REDACTED] Christopher [REDACTED]

13 JENNY: Okay.

14 CHELSEA [REDACTED] And address?

15 JENNY: Yes.

16 CHELSEA [REDACTED] Okay. It's [REDACTED] --

17 JENNY: Mm-hmm.

18 CHELSEA [REDACTED] -- [REDACTED]

19 [REDACTED] --

20 JENNY: Mm-hmm.

21 CHELSEA [REDACTED] -- (inaudible), [REDACTED]

22 [REDACTED]

23 JENNY: Mm-hmm.

24 CHELSEA [REDACTED] [REDACTED].

25 JENNY: So [REDACTED] or did

1 you say something after [REDACTED] ?
2 CHELSEA [REDACTED] Oh, just [REDACTED]
3 [REDACTED].
4 JENNY: Oh, Drive, okay. I thought I heard
5 something. Okay. And then telephone number?
6 CHELSEA [REDACTED] [REDACTED] --
7 JENNY: Mm-hmm.
8 CHELSEA [REDACTED] -- [REDACTED] --
9 JENNY: Mm-hmm.
10 CHELSEA [REDACTED] -- [REDACTED]
11 JENNY: And the second, first and last name?
12 CHELSEA [REDACTED] Chad --
13 JENNY: Mm-hmm.
14 CHELSEA [REDACTED] -- [REDACTED] [REDACTED].
15 JENNY: All right. Address?
16 CHELSEA [REDACTED] [REDACTED].
17 JENNY: K Street?
18 CHELSEA [REDACTED] [REDACTED]
19 JENNY: Oh, sorry.
20 CHELSEA [REDACTED] I should have (inaudible)
21 sorry.
22 JENNY: That's okay.
23 CHELSEA [REDACTED] That's [REDACTED]
24 JENNY: Okay.
25 CHELSEA [REDACTED] [REDACTED]

1 JENNY: Okay. And telephone?

2 CHELSEA [REDACTED] But he -- he's actually
3 going to be moving soon, but I don't know what his --

4 JENNY: That's fine.

5 CHELSEA [REDACTED] Okay.

6 JENNY: Oh, it's totally cool. Yeah, no
7 worries.

8 CHELSEA [REDACTED] Okay. And his phone number
9 is [REDACTED] --

10 JENNY: Mm-hmm.

11 CHELSEA [REDACTED] -- [REDACTED]

12 JENNY: Thank you.

13 CHELSEA [REDACTED] Mm-hmm.

14 JENNY: And then the last piece, let's see,
15 the banking info for the first payment on August 9th,
16 let me just scroll down. Oh, let me confirm. So for
17 the -- I'm going to put your 50,400 as a statement of
18 income and that you will, like, attach the documents
19 once you have them.

20 CHELSEA [REDACTED] Okay.

21 JENNY: I just (inaudible) -- when I send
22 you to the verification team, they're going to say it.
23 So I don't want you to get confused if they're like
24 statement of income. So August -- let me just update,
25 August 9. And then I'll need banking account and

1 routing and then I'll send you the service agreement
2 so you can go over everything and then --

3 CHELSEA [REDACTED] Ummm --

4 JENNY: Let me --

5 CHELSEA [REDACTED] (Inaudible).

6 JENNY: Sure, no worries. Let me just put
7 in the [REDACTED] -- so [REDACTED] has the address in
8 [REDACTED]. Is that fine to use? The [REDACTED]?

9 CHELSEA [REDACTED] Yes.

10 JENNY: Okay, let me put that down.

11 CHELSEA [REDACTED] It's -- what was the
12 address that came up?

13 JENNY: [REDACTED].

14 CHELSEA [REDACTED] No, it's the [REDACTED]
15 [REDACTED].

16 JENNY: Oh.

17 CHELSEA [REDACTED] It's (inaudible).

18 JENNY: Okay, let me see if I have --

19 CHELSEA [REDACTED] I can actually Google it
20 for you.

21 JENNY: [REDACTED] -- oh, actually, I have
22 it I think. It came up. It's [REDACTED]

23 [REDACTED] --

24 CHELSEA [REDACTED] Yep.

25 JENNY: Okay.

1 CHELSEA [REDACTED] Yeah, that's right.

2 JENNY: And I'm just getting the address
3 (inaudible) so no worries. Take (inaudible).

4 (Pause.)

5 CHELSEA [REDACTED] (Inaudible).

6 JENNY: Yeah (inaudible) I'm just going to
7 the bottom here.

8 CHELSEA [REDACTED] Ah, I don't know where my
9 stuff is that has that. (Inaudible).

10 (Pause.)

11 CHELSEA [REDACTED] Okay, I found them.

12 JENNY: No worries.

13 CHELSEA [REDACTED] Gosh, I was getting freaked
14 out.

15 JENNY: Okay. Whenever you're ready. Bank
16 name?

17 CHELSEA [REDACTED] My accounting number or my
18 routing number?

19 JENNY: Bank name first.

20 CHELSEA [REDACTED] Oh, okay. [REDACTED].

21 JENNY: Huntington. Okay. And then the
22 routing?

23 CHELSEA [REDACTED] XXXXXXXXXX.

24 JENNY: And then the account?

25 CHELSEA [REDACTED] XXXXXXXXXXXX.

1 JENNY: All right, great. Let me just save
2 that. Okay, now, I'm going to send you the service
3 agreement with everything that I just entered.

4 (Inaudible) your [REDACTED] address.

5 CHELSEA [REDACTED] Mm-hmm.

6 JENNY: Okay. So it's on its way. You'll
7 see it from my email again. It will be the service
8 agreement. Same process with the Abode sign. Just
9 kind of follow the yellow arrow and sign it either
10 with like initials or signatures, it's going to ask
11 you. And then while you do that, I want to read you
12 something important to keep in mind as you work with
13 our company.

14 So your loan servicer works with a debt
15 collector for the Department of Education, so the
16 servicer's role is to collect the most money possible
17 from you during the term of your loan. So they get
18 paid and awarded based on how much they collect
19 overall from you. So to them, income-based programs
20 make them lose money and that's why they only offer
21 them to people to help avoid default. It would be
22 like calling the IRS directly to ask how to get the
23 largest tax return back. And so, in fact, some courts
24 have found that certain servicers are only looking out
25 for their best interests and the interests of their

1 shareholders, not the student (inaudible).
2 (Inaudible) your loans, so they may try and convince
3 you not to work with anyone else, even if they won't
4 help you.

5 So once you get that service agreement,
6 Chelsea, basically -- if you have any questions that
7 will be set up, call customer service. Since your
8 file is moving forward, I will not have much access,
9 but they will know exactly where your file stands in
10 the process. Also, make sure to contact them if any
11 big life changes occur, anything involving income,
12 marital status, occupation, relocation or contact
13 info. It's important to your file's process.

14 And so once you click to sign, we'll both
15 get the copies, just like that first document that I
16 sent you.

17 CHELSEA [REDACTED] The one that's like three
18 pages?

19 JENNY: Mm-hmm, yeah. And then I --

20 CHELSEA [REDACTED] Okay.

21 JENNY: Just like click on the link here to
22 review and sign. That will open it up. And the first
23 two pages will have like required documents
24 (inaudible). Just wait for my email. Basically,
25 that's -- I'll lay out exactly what you need to do

1 after I transfer you to the verification team call,
2 so --

3 CHELSEA [REDACTED] Okay. So I have to just --

4 JENNY: They'll lay out everything.

5 CHELSEA [REDACTED] So I have to initial each
6 spot where it says "initial?"

7 JENNY: Yeah, wherever the arrow kind of
8 points. And it will take you to the bottom with the
9 blue click to sign button. That will send me the copy
10 and then I can send you that verification to you real
11 quick.

12 CHELSEA [REDACTED] (Inaudible).

13 JENNY: Mmm, and what was I going to say?
14 All right. Mm-hmm. They're fresh and then -- I'm
15 trying to see if there's anything else before I send
16 you to that verification team.

17 CHELSEA [REDACTED] So basically this all is
18 just -- I'm going to have to do all this after I am
19 done with the --

20 JENNY: (Inaudible) it looks -- it looks
21 more than what it really is. I'll send you an email.
22 That way you can (inaudible).

23 CHELSEA [REDACTED] Okay. I was like this is a
24 lot of (inaudible).

25 JENNY: Yeah, that's what I always tell.

1 I'm like just wait for my email while you're on hold
2 and then that verification team, they have like a
3 regulated script. They're like my second voice.
4 They're going to just repeat and make sure everything
5 I entered is correct. So you just respond with yes or
6 no. And while you're waiting, I'll send you the email
7 and what pages you need to send back. So, yeah, don't
8 worry about those.

9 CHELSEA [REDACTED] Okay. So then -- so I'll
10 be paying like a monthly fee to like --

11 JENNY: To Fed Loan, yes. I'll -- so you'll
12 make that \$20 payment directly to Fed Loan each month,
13 once we get everything processed.

14 CHELSEA [REDACTED] Mm-hmm.

15 JENNY: And then your bank statement will
16 show drafts from Reliant Account Management under one
17 item as RAM payment, R-A-M. So while you're signing
18 up, you'll probably see this red page called like RAM.
19 So that's what will be our withdrawal from that
20 account that you provided us. And then I didn't see
21 autodraft turned on on Fed Loan, but just making sure
22 that -- just to relay to you to make sure that that is
23 turned off.

24 CHELSEA [REDACTED] Okay.

25 JENNY: If you have any. But I don't think

1 you did because they're still consolidating to Fed
2 Loan, right?

3 CHELSEA [REDACTED] Yeah, because I had -- I
4 had autodraft for Nelnet, but I never got anything
5 from Fed Loans yet. Like they --

6 JENNY: Okay, well, just -- yeah, just to
7 make sure, turn that one off for Nelnet so like no
8 future payments are taken out. Yeah, so just do that
9 right after our call here, just to make sure so you
10 can reflect the new. And I said 20, but I meant
11 182.81. I don't know why I said 20. 182.81 is --

12 CHELSEA [REDACTED] (Inaudible).

13 JENNY: My -- yeah, I was like my eyes are
14 getting tired. And then once I get that back, I'll
15 just forward you on to verification and then you just
16 wait for my email and then you just let them redo
17 their script and be good to go. And let me actually
18 send you a couple -- I'm going to send you a referral
19 link. So if you know any family members of friends
20 that have federal student loans, you can forward them
21 my way, give them my email as well, and I can help
22 them sign up. You get like \$25 to charity or yourself
23 for helping other folks.

24 CHELSEA [REDACTED] It said it went to you.

25 JENNY: Okay, let me refresh my mail. Okay,

1 got it. And I also sent you another portal which is
2 our FEBC portal. It has like credit repair. There's
3 like a bunch of financial education tool sets on
4 there.

5 CHELSEA [REDACTED] Mm-hmm.

6 JENNY: If you ever get a chance to check
7 that out. So I'm glad we could get this knocked out
8 in like 30 minutes or so. That's like one of the
9 fastest.

10 CHELSEA [REDACTED] Right.

11 JENNY: Yeah, it normally takes like an
12 hour, so I'm glad you had all the info. So --

13 CHELSEA [REDACTED] (Inaudible).

14 JENNY: Yeah. So I will, again, wait for my
15 email, lay out what you need to send back. It
16 shouldn't be that complicated --

17 CHELSEA [REDACTED] Now, do I just confirm this
18 email right here that you just sent me?

19 JENNY: Yeah, that's like a referral -- the
20 referral email. But you can send them my email
21 address or you have my number, too, on my signature
22 line. So, yeah.

23 Okay, let me forward you -- just wait a
24 couple minutes, Chelsea, I'll forward you so they can
25 get through their script with you and you should be

1 good to go. I'm glad I could help you out today.

2 CHELSEA [REDACTED] Well, thank you, I
3 appreciate it.

4 JENNY: You're welcome. Okay, one second.
5 (Pause.)

6 LAURA: Verification, this is Laura.

7 JENNY: Hi, I have Chelsea [REDACTED]

8 LAURA: Okay, let's see. Another name
9 popped up. Give me one second. Okay. Got it.
10 Anything I need to know about Chelsea?

11 JENNY: No, you're fine.

12 LAURA: Bear with me one second.

13 JENNY: Okay.

14 LAURA: How's your day going?

15 JENNY: Good.

16 LAURA: That's nice.

17 JENNY: Oh, you don't need to look at Fed
18 Loan, you can just look at Nelnet. I guess I can
19 (inaudible) because it hasn't -- nothing is on Fed
20 Loan right now until they consolidate to Fed Loan.

21 LAURA: What are --

22 JENNY: She consolidated to Fed Loan, but
23 it's all on Nelnet right now, so --

24 LAURA: Oh, okay.

25 JENNY: You won't see anything on Fed Loan.

1 LAURA: Gotcha, okay.

2 JENNY: Give me one sec and let me check
3 everything.

4 (Pause.)

5 LAURA: Are you logged out of all the -- all
6 the portals?

7 JENNY: Maybe -- yep.

8 LAURA: Okay, perfect.

9 (Pause.)

10 LAURA: Nelnet was taking forever to load
11 up.

12 JENNY: Oh (inaudible).

13 LAURA: All right, that looks good.

14 (Inaudible) looks good. Let me just check docs, okay?

15 JENNY: Cool.

16 (Pause.)

17 LAURA: Okay, perfect, all that looks good.

18 Let me just load up my script.

19 JENNY: Okay.

20 LAURA: Mm-hmm.

21 (Pause.)

22 LAURA: All right, Jenny.

23 JENNY: Yep, all right.

24 LAURA: Go ahead and send Chelsea through

25 and then we'll chat you when I'm done.

1 JENNY: All right, thanks. Three, two, one.

2 (Pause.)

3 LAURA: Verification, this is Laura.

4 JENNY: Hi, I have Chelsea [REDACTED]

5 LAURA: Okay. Let's see. Another name
6 popped up, give me one second.

7 JENNY: Okay.

8 LAURA: Chelsea [REDACTED] got it. Anything I
9 need to know about Chelsea?

10 JENNY: No, straight (inaudible).

11 LAURA: Bear with me one second.

12 JENNY: Okay.

13 LAURA: How is your day going?

14 JENNY: Good.

15 LAURA: Okay.

16 JENNY: Oh, you don't need to look at Fed
17 Loan. You can just look at Nelnet I guess I can
18 (inaudible) because it hasn't -- nothing's on Fed Loan
19 right now until they consolidate to Fed Loan.

20 LAURA: What (inaudible) --

21 JENNY: She consolidated to Fed Loan, but
22 it's all on Nelnet right now, so --

23 LAURA: Oh, okay.

24 JENNY: So you won't see anything on Fed
25 Loan.

1 LAURA: Okay. Give me one sec and let me
2 check everything.

3 JENNY: Okay.

4 (Pause.)

5 LAURA: Are you logged out of all the -- all
6 the portals?

7 JENNY: Maybe -- yep.

8 LAURA: Okay, perfect.

9 (Pause.)

10 LAURA: Nelnet was taking forever to load
11 up.

12 JENNY: Oh, weird.

13 LAURA: All right, that looks good.

14 (Inaudible) looks good. Let me just check docs, okay?

15 JENNY: Cool.

16 (Pause.)

17 LAURA: Okay, perfect, all that looks good.

18 Let me just load up my script.

19 JENNY: Okay.

20 LAURA: Mm-hmm.

21 (Pause.)

22 LAURA: All right, Jenny.

23 JENNY: Yep, all right.

24 LAURA: Go ahead and send Chelsea through

25 and then we'll chat you when I'm done.

1 JENNY: All right, thanks. Three, two, one.

2 (Pause.)

3 LAURA: Hello, Chelsea?

4 CHELSEA [REDACTED] Yep.

5 LAURA: My name is Laura and today's date is
6 July 10th, 2017, and I'll be recording this call to
7 confirm and verify your enrollment with Ameritech
8 Financial, as well as activate the necessary accounts
9 to obtain access to your student loan information, so
10 please answer all my questions with a clear yes or
11 correct.

12 So in case we get disconnected, please
13 verify your contact (inaudible) they have on file for
14 you is [REDACTED]. Is that correct?

15 CHELSEA [REDACTED] Yep.

16 LAURA: I'm sorry, I need a clear yes or
17 correct.

18 CHELSEA [REDACTED] Correct. Correct.

19 LAURA: Thank you. And do you have any
20 alternate numbers that you can also be reached out?

21 CHELSEA [REDACTED] No.

22 LAURA: Okay, perfect. If you should have
23 any questions regarding the information we cover, it's
24 my job to simply transfer you back to your
25 representative for further clarification. But, first,

1 do you consent to this call being recorded or
2 monitored?

3 CHELSEA [REDACTED] Correct.

4 LAURA: Okay. Next, Ameritech Financial
5 will need to periodically reach out to you in order to
6 keep your file up-to-date and on track. To reach you
7 most efficiently, we would use an auto-dialer, a
8 prerecorded message or a text message. Your agreement
9 to be contacted this way does not require you to
10 purchase anything and standard message rates may
11 apply. Is that okay?

12 CHELSEA [REDACTED] Yes.

13 LAURA: Great. Were you and your
14 representative able to set up your Ameritech Financial
15 referral account and begin sharing?

16 CHELSEA [REDACTED] Yeah.

17 LAURA: Great. Now, we're going to move on
18 to your enrollment verification. For this next part,
19 you're going to need to have your bank routing and
20 account number readily available. Do you have that
21 information at this time?

22 CHELSEA [REDACTED] Yes.

23 JENNY: Okay, perfect. And I am speaking
24 with Chelsea -- I'm sorry if I pronounce your last
25 name wrong -- [REDACTED]

1 CHELSEA [REDACTED] yep.

2 LAURA: [REDACTED] okay.

3 CHELSEA [REDACTED] Yes.

4 LAURA: And it's spent C-H-E-L-S-E-A, [REDACTED]

5 [REDACTED] Is that correct?

6 CHELSEA [REDACTED] Yes.

7 LAURA: Okay. And do you have a former last

8 name that's also associated with your student loans?

9 CHELSEA [REDACTED] No.

10 LAURA: Okay. And I have your address as

11 [REDACTED],

12 [REDACTED]. Is that

13 correct?

14 CHELSEA [REDACTED] Correct.

15 LAURA: Perfect. And I have your date of

16 birth as [REDACTED]. Is that correct?

17 CHELSEA [REDACTED] Correct.

18 LAURA: Okay. And I have your Social

19 Security number as XXX-XXX-XXXX. Is that correct.

20 CHELSEA [REDACTED] Correct.

21 LAURA: Perfect. And I have listed here

22 that your current employer is [REDACTED] (inaudible).

23 CHELSEA [REDACTED] [REDACTED] (inaudible) --

24 LAURA: (Inaudible) [REDACTED]

25 CHELSEA [REDACTED] Yeah, [REDACTED] [REDACTED]

1 [REDACTED].

2 LAURA: Okay. And I have your occupation as
3 a speech therapist. Is that correct?

4 CHELSEA [REDACTED] Correct.

5 JENNY: Okay. And just to confirm, I see
6 that your current adjusted gross income is \$50,400.
7 Is that correct?

8 CHELSEA [REDACTED] Correct.

9 JENNY: Okay. And I see here that you're
10 going to be submitting a statement of income as proof
11 of your updated income. Is that correct?

12 CHELSEA [REDACTED] Correct.

13 LAURA: Okay. And just to confirm, I see
14 that you stated family size is four. Is that correct?

15 CHELSEA [REDACTED] Correct.

16 LAURA: Okay. And you are informed and
17 understand that the purpose of this call is to confirm
18 your acceptance of the financial analysis and
19 evaluation that you received for the Financial
20 Education Benefits Center program enrollment, the
21 Student Loan Financial Education Kit and the Ameritech
22 student loan document preparation service agreement.
23 Is that correct?

24 CHELSEA [REDACTED] Yeah.

25 LAURA: Great. And (inaudible) today to

1 submit your application is [REDACTED] -- I'm sorry, [REDACTED]
2 [REDACTED]gmail.com. Is that correct?

3 CHELSEA [REDACTED] Correct.

4 LAURA: And I see that your total estimated
5 federal student loan debt amount being processed is
6 \$75,621.94. Is that correct?

7 CHELSEA [REDACTED] Correct.

8 LAURA: Okay. And just so you're aware, the
9 following payment information we're about to discuss
10 is an itemized summary of what you were quoted during
11 your consultation with Jenny. And just (inaudible)
12 you understand that your total estimated monthly
13 payment explained to you by Jenny will be \$281.81, of
14 which you will pay \$182.81 directly to your student
15 loan service providers as the new qualified payment,
16 and \$99 for the monthly payments (inaudible) account
17 management from your checking account ending in [REDACTED].
18 Is that correct?

19 CHELSEA [REDACTED] Correct.

20 LAURA: Okay. And for your monthly program
21 payments, your bank's name as it appears is [REDACTED]
22 Bank. Is that correct?

23 CHELSEA [REDACTED] Yep, correct.

24 LAURA: Okay. And I have your bank routing
25 number as XXXXXXXXXX. Is that correct?

1 CHELSEA [REDACTED] Correct.

2 LAURA: Okay. And I have your bank account
3 number as XXXXXXXXXXXX. Is that correct?

4 CHELSEA [REDACTED] Correct.

5 LAURA: Great. And you were informed by
6 Jenny that part of this verification is to confirm
7 your acceptance of the financial analysis and
8 evaluation. You will receive the financial education
9 benefits and the program enrollment in the Student
10 Loan Financial Education Kit to be charged as follows:
11 A \$100 enrollment fee that is scheduled to be drafted
12 August 9th, 2017; ten payments of \$99 per month
13 drafted by the Reliant Account Management also
14 beginning on August 9th, 2017, from your checking
15 account ending in [REDACTED] Is that correct?

16 CHELSEA [REDACTED] Can you say that again?

17 LAURA: Yeah. A \$100 enrollment fee that is
18 to be drafted on August 9th, 2017; then payments of
19 \$99 per month drafted by the Reliant Account
20 Management, also beginning on August 9th, 2017, from
21 your checking account ending in [REDACTED] Is that
22 correct?

23 CHELSEA [REDACTED] Correct. So will it be
24 \$200 for the first month?

25 LAURA: I'm just doing the payment breakdown

1 of what you were quoted earlier with Jenny.

2 CHELSEA [REDACTED] All right.

3 LAURA: So there's no added charges or
4 anything.

5 CHELSEA [REDACTED] Okay, okay, yep.

6 LAURA: Okay? And just so you -- and you
7 were also informed by Jenny that this verification is
8 to confirm your acceptance of Ameritech Financial
9 federal student loan document preparation service
10 agreement in the amount of \$800. And this amount is
11 scheduled to be charged as follows: Your first of two
12 payments for \$208 is scheduled to be drafted by
13 Reliant Account Management on August 9th, 2017; the
14 remainder of your payments will be \$308 each month,
15 scheduled by the Reliant Account Management, beginning
16 on September 9th, 2017, also from your checking
17 account. Is that correct?

18 CHELSEA [REDACTED] Correct.

19 LAURA: Great. And you understand that the
20 charges we discussed are not for any other product or
21 service, nor will any portion (inaudible) creditors to
22 your student loan service provider. Is that correct?

23 CHELSEA [REDACTED] Correct.

24 LAURA: Great. And you were informed and
25 understand that you will be required to provide

1 Ameritech Financial with a copy of your most recent
2 filed tax return and most current pay stubs, and all
3 documents should be emailed to income.D-O-C @ameritech
4 financial.com or faxed to 1-866-818-9026. Is that
5 correct?

6 CHELSEA [REDACTED] Correct.

7 LAURA: Great. And just to confirm I state
8 your tax filing to be single. Is that correct?

9 CHELSEA [REDACTED] Correct.

10 LAURA: Great. And you confirm that the
11 loans you have presented to Ameritech Financial are
12 all federally backed by the U.S. Department of
13 Education and you have been advised that we will not
14 be (inaudible) any loans that you may have. Is that
15 correct?

16 CHELSEA [REDACTED] Correct.

17 LAURA: Great. And just to confirm your
18 loan status, I see that your loans are current. Is
19 that correct?

20 CHELSEA [REDACTED] I'm sorry, say that again.

21 LAURA: Just to confirm your loan status, I
22 see that your loans are current. Is that correct?

23 CHELSEA [REDACTED] Oh, correct.

24 LAURA: Great. And you were informed by
25 Jenny that you may receive calls and/or mail

1 correspondence from (inaudible) student loan services
2 while your applications are being processed and that
3 this is normal during a transition in the program
4 because of (inaudible) communication overlap during
5 the consolidation period. Is that correct?

6 CHELSEA [REDACTED] Correct.

7 LAURA: I'm sorry, I couldn't hear you.

8 CHELSEA [REDACTED] Correct.

9 LAURA: Okay, great. And you are aware that
10 Ameritech Financial is assisting you in qualifying for
11 one or multiple different government-backed monitored
12 and regulated federal student loan (inaudible)
13 programs to the U.S. Department of Education which
14 will allow you to modify your current loan situation
15 so you may receive the maximum benefit available to
16 you under federal regulation and guidelines. Is that
17 correct?

18 CHELSEA [REDACTED] Correct.

19 LAURA: Great. And you were informed and
20 understand that Ameritech Financial does not directly
21 (inaudible) credit, a loan or improving your credit
22 rating. Is that correct?

23 CHELSEA [REDACTED] Correct.

24 LAURA: Okay. And you were also informed
25 and understand that Ameritech is not a credit repair

1 service organization, a consumer credit counseling
2 agency, a debt settlement company, a life insurance
3 agency, a law firm, a tax advisor, a student loan
4 service provider, a government agency or affiliated
5 with any such companies, individuals or agencies. Is
6 that correct?

7 CHELSEA [REDACTED] Correct.

8 LAURA: Okay. And you are aware that if any
9 information on the agreement changes from what was
10 stated during your initial consultation, your payments
11 may change, your eligibility may be affected. Is that
12 correct?

13 CHELSEA [REDACTED] Correct.

14 LAURA: Okay. And you were informed that
15 Ameritech Financial is not responsible for and will
16 never collect any of your funds in order to make
17 payments directly to any of your lenders and that
18 Ameritech Financial will never make payments or
19 advance money for any purpose on your behalf. Is that
20 correct?

21 CHELSEA [REDACTED] Correct.

22 LAURA: Great. And you acknowledge that you
23 received electronically a copy of your receipt,
24 agreements and privacy policy from Ameritech
25 Financial. Is that correct?

1 CHELSEA [REDACTED] Correct.

2 LAURA: And, importantly, you were informed
3 and understand that Ameritech Financial will be
4 communicating with you via email and telephone
5 regarding information we need to further process your
6 file or update your account. Is that correct?

7 CHELSEA [REDACTED] Correct.

8 LAURA: Great, Chelsea. Do you accept this
9 agreement?

10 CHELSEA [REDACTED] Yes.

11 LAURA: Great. Lastly, most importantly,
12 from this point moving forward, we ask you to please
13 direct any questions or inquiries regarding your
14 account to our customer service department. As a
15 valued client, they're willing to serve your every
16 need and provide you with superior, 100 percent total
17 client satisfaction. They are available to assist you
18 Monday through Friday from 8:00 a.m. to 5:00 p.m.
19 Pacific Standard time and can be reached at 1-800-792-
20 8621, Extension 0 or via email at customer.service@
21 ameritechfinancial.com

22 Finally, we would like to put you in touch
23 with our lender partner that specializes in working
24 with people who have student loan debt and are seeking
25 to refinance your home mortgage or purchase a home in

1 the near future. They will work with your financial
2 situation and structure payments based around savings
3 created through the Federal Student Loan Program that
4 you will be enrolling in. Would you like us to put
5 you in touch with our lender partner within the next
6 few business days?

7 CHELSEA [REDACTED] No, thank you.

8 LAURA: Okay, not a problem. Well, I'd like
9 to thank you for choosing us here at Ameritech
10 Financial. We do greatly appreciate it. Since our
11 focus is on providing 100 percent client satisfaction,
12 you will be receiving an email shortly after this call
13 with a survey link. Hopefully, Jenny and I exceeded
14 your expectations today and you answer all fives in
15 that survey. It's also very important in my role here
16 that you fill out that survey as soon as you get it
17 and provide honest feedback about us. The survey
18 consists of four questions -- questions and shouldn't
19 take any longer than a minute or two of your time to
20 complete. Did you have any more questions
21 (inaudible)?

22 CHELSEA [REDACTED] No, I don't.

23 LAURA: All right. Well, I'd like to
24 congratulate you on your savings and I do hope you
25 have a great rest of your day.

1 CHELSEA [REDACTED] Thank you. You, too.

2 LAURA: No problem. Thank you. Bye-bye.

3 CHELSEA [REDACTED] Bye-bye.

4 (The call was concluded.)

5 (The recording was concluded.)

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1 CERTIFICATE OF TRANSCRIPTIONIST

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3
4 I, Elizabeth M. Farrell, do hereby certify
5 that the foregoing proceedings and/or conversations
6 were 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
20
21 DATE: 4/17/2018

22 ELIZABETH M. FARRELL, CERT
23
24
25

Ortiz Attachment I

(This Attachment is in physical form only,
and maintained in the case file at the Clerk's office)

Ortiz Attachment J

1 OFFICIAL TRANSCRIPT PROCEEDING

2

FEDERAL TRADE COMMISSION

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MATTER NO. 1723027

6

TITLE AMERICAN FINANCIAL BENEFITS CENTER

7

DATE RECORDED: DATE UNKNOWN

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TRANSCRIBED: APRIL 18, 2018

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PAGES 1 THROUGH 25

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TELEPHONE CONVERSATION BETWEEN JOSE AND UNIDENTIFIED

MALE

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FEDERAL TRADE COMMISSION

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RECORDING:

PAGE:

Telephone conversation between Jose and
Unidentified Male

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FEDERAL TRADE COMMISSION

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In the Matter of:)
American Financial Benefits) Matter No. 1723027
Center)
-----)
Date Unknown

The following transcript was produced from a digital file provided to For The Record, Inc. on April 17, 2018.

1 P R O C E E D I N G S

2 - - - - -

3 TELEPHONE CONVERSATION BETWEEN JOSE AND

4 UNIDENTIFIED MALE

5 UNIDENTIFIED MALE: Correct. Can you see
6 the (inaudible) transfer button on your side, right,
7 Jose? Are you there? Take it off mute.

8 JOSE: Yep, I got it. I see it.

9 UNIDENTIFIED MALE: Okay. So when you go to
10 transfer somebody, you're going to click on that.

11 JOSE: Okay.

12 UNIDENTIFIED MALE: Then you're going to --

13 JOSE: I'm going to do the same thing with
14 you and just instead of your name, I go to
15 verification or verification -- verification step two,
16 right?

17 UNIDENTIFIED MALE: (Inaudible) yep.

18 JOSE: Correct, okay. And then hit the
19 transfer button.

20 UNIDENTIFIED MALE: Okay. And then you'll
21 hit initiate, so it will give you -- once you hit
22 select, then you'll say initiate transfer cancel, and
23 you're going to initiate transfer. And then it will
24 have another button that says complete. So once you
25 talk to the verifier and they're ready for you to send

1 them over, then you can go, okay, here they come in
2 three, two, one, and then hit complete.

3 JOSE: Okay.

4 UNIDENTIFIED MALE: Okay? We're not going
5 to do that. We're just going to keep going and role
6 playing. But that's how you guys warm transfer.

7 JOSE: Okay.

8 UNIDENTIFIED MALE: Okay?

9 JOSE: All right.

10 UNIDENTIFIED MALE: Capisce?

11 JOSE: I'm sorry?

12 UNIDENTIFIED MALE: It's Italian for okay?

13 JOSE: I could -- I could barely hear you.

14 UNIDENTIFIED MALE: Here, let me try this
15 out. Is that better?

16 JOSE: Yes.

17 UNIDENTIFIED MALE: Okay. Okay. So let's
18 start off on Section 4.

19 JOSE: Okay. Now, we need to go over family
20 size. Okay, let me ask you something, okay -- never
21 mind, I got it. Family size may be different from
22 what you claim as dependents on your tax return. It
23 is a figure that you provide for your application that
24 basically covers the number of people that you support
25 and who live with you, again, not just dependents.

1 I am required to read you the family size
2 definition. Family size includes your -- you, your
3 spouse and your children, including unborn children
4 who will be born during the year of which you state
5 your family size if the children will receive a -- the
6 majority of their support from you now. It includes
7 other people that live with you that receive the
8 majority of their support from you and they will
9 continue to receive their support from you for the
10 year that you state your family size.

11 Support includes money, gifts, loans,
12 housing, food (inaudible) --

13 UNIDENTIFIED MALE: Hey, a pointer, one
14 pointer real quick. When you get to that support
15 portion, go really, really slow.

16 JOSE: Okay.

17 UNIDENTIFIED MALE: Because that's where --
18 that's where -- that's -- there's a huge difference
19 between that and dependents and that's because of that
20 section.

21 JOSE: Oh, I was just going like that
22 because you was on the phone. I knew you understand.
23 This is basically (inaudible) to understand even gifts
24 and stuff like that, like clothes --

25 UNIDENTIFIED MALE: Mm-hmm.

1 JOSE: -- or medical and dental, et cetera,
2 all this (inaudible) --

3 UNIDENTIFIED MALE: Got it.

4 JOSE: -- that is involved here. I know.

5 UNIDENTIFIED MALE: You got it. So just go
6 to 23.

7 JOSE: (Inaudible) for the other ones.

8 UNIDENTIFIED MALE: Go to 23.

9 JOSE: Okay. A couple of things to keep in
10 mind with family size. The higher the family size,
11 the lower your student loan payment, and the lower
12 your family size, the higher your payment may be.
13 That is because certain government loan programs take
14 into account not just your income, but the amount of
15 people you are supporting. Based on that, do you have
16 any children that you provide the majority of support
17 to?

18 UNIDENTIFIED MALE: Yes, I do.

19 JOSE: How many children would you list?

20 UNIDENTIFIED MALE: Two.

21 JOSE: Two children. Okay. Two children,
22 all right. Any other family members?

23 UNIDENTIFIED MALE: Can I include like my
24 mom and dad in that?

25 JOSE: Okay, so that means they receive the

1 majority of their -- of their income from you,
2 correct?

3 UNIDENTIFIED MALE: Don't even -- don't even
4 -- that has nothing to do with it. Just say yes.

5 JOSE: Yeah, okay. All right. Okay, so the
6 total we have is two kids, two other family members
7 and you and your spouse --

8 UNIDENTIFIED MALE: (Inaudible).

9 JOSE: -- that would be six.

10 UNIDENTIFIED MALE: Put that in sales force.

11 JOSE: I'm sorry?

12 UNIDENTIFIED MALE: Put that in sales force.

13 JOSE: Okay, you're breaking up.

14 UNIDENTIFIED MALE: Put that in sales force.

15 JOSE: Yes, the total family size is six.

16 UNIDENTIFIED MALE: No, that's not including
17 -- you said you, me and my -- you said, you -- you,
18 your two kids, and then you and your mom and dad and
19 your spouse. That's saying six -- that's saying six
20 because that was already on the file.

21 JOSE: I didn't know actually it was here.
22 Yeah, it --

23 UNIDENTIFIED MALE: Yeah, it was already on
24 --

25 JOSE: (Inaudible).

1 UNIDENTIFIED MALE: It was already on the
2 file. It shouldn't be there. So put in -- under
3 children, put in two.

4 JOSE: Mm-hmm.

5 UNIDENTIFIED MALE: Under family size, put
6 three -- or under other, put two because that's what I
7 said.

8 JOSE: Okay. Two, yep.

9 UNIDENTIFIED MALE: And save it. Or you're
10 going to have to refresh your page because I changed
11 that total.

12 JOSE: Okay. I've refreshed it. All right.
13 Now (inaudible) family size. Okay.

14 (Pause.)

15 JOSE: Okay. Okay. All right. So family
16 size total is five, correct? Hello?

17 UNIDENTIFIED MALE: Yeah. Okay, there you
18 go. No, I was just waiting for it to refresh
19 (inaudible). Yeah, perfect. Yep, my family size is
20 five.

21 JOSE: Okay. And at this point, I have
22 everything I need to be able to put your quote
23 together. I'm going to put you on hold for a few
24 minutes. While you're on hold, please grab something
25 to write with and something to write on. When I come

1 back, I will hopefully have some figures for you to
2 write down.

3 UNIDENTIFIED MALE: Perfect. Okay. So the
4 next section, we're going to go over the T box, so
5 refresh that page because I had to make an update to
6 the payment. It should have been IBR in there and it
7 wasn't. That should have defaulted to that.

8 JOSE: I'm sorry?

9 UNIDENTIFIED MALE: I had to make an update
10 to your file so it refreshed the page.

11 JOSE: Yes, I did.

12 UNIDENTIFIED MALE: Okay. It should say
13 under family size helper, it should say payment type
14 IBR. Do you see that?

15 JOSE: Payment -- payment type, IBR,
16 correct.

17 UNIDENTIFIED MALE: Okay. I just wanted to
18 make sure it reflected those changes on your size. So
19 let's go to the T box now.

20 JOSE: Yes.

21 UNIDENTIFIED MALE: Do I qualify for PSLF?

22 JOSE: PSLF? Okay, yes, you do.

23 UNIDENTIFIED MALE: Okay. So make sure
24 under that box where it says marital -- their marital
25 status (inaudible) says qualify for PSLF (inaudible).

1 JOSE: (Inaudible) marital status, qualified
2 for PS -- okay, yes.

3 UNIDENTIFIED MALE: You have to -- you have
4 to put in whether or not I qualify for PSLF in order
5 for the T box button to work.

6 JOSE: Perfect, okay. Let's save this.
7 Okay. Because that PSLF is -- is -- is public
8 service, yeah. It is non --

9 UNIDENTIFIED MALE: Mm-hmm.

10 JOSE: -- nonprofit.

11 UNIDENTIFIED MALE: I work for a high
12 school, I'm a teacher. That means I qualify.

13 JOSE: Okay. All right. Do you have the
14 pen and paper at hand?

15 UNIDENTIFIED MALE: I sure do.

16 JOSE: All right. You're going to draw a
17 big T. Got it? On the left-hand side of the T,
18 you're going to put current. On the right-hand side,
19 you're going to put programs.

20 UNIDENTIFIED MALE: Make sure you read the
21 script.

22 JOSE: Okay. All right. Thank you for
23 holding. I was able to get some numbers back
24 including figures from the Department of Education
25 system. Were you able to get something to write on?

1 UNIDENTIFIED MALE: Yes, I was.

2 JOSE: All right. Based on the information
3 you provided regarding your situation, the system
4 comes back with the following programs you may qualify
5 for. I want you to do this -- to -- okay, I want -- I
6 want to do --

7 UNIDENTIFIED MALE: What I want you --

8 JOSE: -- is to have -- what I want to do is
9 to have you write down some numbers and then go over
10 them with you. And then I will explain about how the
11 program works and what is involved. Okay, allow me
12 just a moment.

13 (Pause.)

14 JOSE: Okay. Okay, all right. First --

15 UNIDENTIFIED MALE: Mm-hmm.

16 JOSE: All right, on the right -- I know
17 it's on the right-hand side, but I got to be honest, I
18 got a little problem just making out letters right now
19 at this certain time of day because of the sun. I
20 just came back from outside.

21 UNIDENTIFIED MALE: Mm-hmm.

22 JOSE: I need you to point out where I can
23 put the plan that I -- that you've paid for so the T
24 box in my system will be accurate.

25 UNIDENTIFIED MALE: Perfect. So under where

1 it says loan status up under lead qualification
2 information -- so when you put -- where the loan
3 balance and the payment and all that stuff is.

4 JOSE: Yes.

5 UNIDENTIFIED MALE: Okay. So you're going
6 to put under the loan status, you're going to put
7 current.

8 JOSE: Current.

9 UNIDENTIFIED MALE: And then you're going to
10 put the right -- you're going to set the package.

11 JOSE: Perfect, I see it now.

12 UNIDENTIFIED MALE: Okay. Now, the other
13 thing is see how this -- there's already -- I need
14 to take that out. Oh, it's not going to let me.
15 Don't -- don't change anything real quick. I have to
16 take something out real quick. I just noticed
17 something on the file.

18 Okay, so the other thing is you see how
19 there's no estimated years left on payment?

20 JOSE: That's on the T box calculator?

21 UNIDENTIFIED MALE: On the lead
22 qualification information.

23 JOSE: Okay. Okay.

24 UNIDENTIFIED MALE: You've got -- you have
25 the loan balance and you have their payment.

1 JOSE: Yes.

2 UNIDENTIFIED MALE: How long am I going to
3 make that payment?

4 JOSE: Yes, 14.2.

5 UNIDENTIFIED MALE: So put in 15 years in
6 there. And then save it. You have to have those
7 three fields in there in order for the T box
8 calculations to work because they have to know that --
9 I have to know the current side, right?

10 JOSE: Correct. Okay, let's see. First
11 thing, on your piece of paper, I want you to write
12 down a direct --

13 UNIDENTIFIED MALE: You still didn't -- you
14 haven't put 15 years in there yet.

15 JOSE: Okay. The record you were editing
16 was modified by Chris (inaudible) during your edit
17 session.

18 UNIDENTIFIED MALE: So refresh it. You got
19 to refresh the page. Any time you guys get that error
20 on something, just refresh the page.

21 JOSE: Every time I get that error, refresh
22 the page?

23 UNIDENTIFIED MALE: Yeah, yep.

24 JOSE: Okay.

25 UNIDENTIFIED MALE: Are the boys sitting

1 around you, too?

2 JOSE: I'm sorry?

3 UNIDENTIFIED MALE: Are the other boys
4 sitting around you right now, too?

5 JOSE: Yeah.

6 UNIDENTIFIED MALE: Okay, perfect.

7 JOSE: Okay. The first thing on the piece
8 of paper, I want you to write down my direct phone
9 number.

10 UNIDENTIFIED MALE: Okay.

11 JOSE: Okay. My direct phone number is
12 (916)526 --

13 UNIDENTIFIED MALE: Mm-hmm.

14 JOSE: -- 51 -- okay, this one is short. I
15 need to go back to my email and get that.

16 UNIDENTIFIED MALE: That's okay, just
17 skip -- just skip that.

18 JOSE: Okay. Extension 233.

19 UNIDENTIFIED MALE: Let's go to 31.

20 JOSE: All right. Okay, I want you to draw
21 a line down the center of the page.

22 UNIDENTIFIED MALE: Okay.

23 JOSE: Based on the information you provided
24 me after you -- okay, after you made A or B. I don't
25 understand.

1 UNIDENTIFIED MALE: Oh, so, that red where
2 it says give T box figures, using the T box button and
3 sales force.

4 JOSE: I'm sorry?

5 UNIDENTIFIED MALE: See in the red right
6 there between 31 and 32, it says, give T box figures
7 using the T box button and sales force.

8 JOSE: Yes, I -- I see the T box calculator
9 and --

10 UNIDENTIFIED MALE: So click T box. It's
11 just a button that says T box at the top.

12 JOSE: T box, T box, okay, I see it.

13 UNIDENTIFIED MALE: These are the
14 (inaudible) that are going to run down. So at the
15 left-hand side at the top, it gives you what you need
16 to tell them to write down on the current side.

17 JOSE: Yes, I have that 40,000. You make
18 the monthly payment on that based on the 40,000 a
19 month on the interest, 360 a month. Your annual
20 outflow for that \$360 a month is 4,320 and your total
21 payment towards that loan will be 64,800.

22 UNIDENTIFIED MALE: What am I supposed to do
23 with that information?

24 JOSE: You're going to compare to our
25 program.

1 UNIDENTIFIED MALE: No, I -- I'm asking you,
2 what are you supposed to tell me to do with that?

3 JOSE: What am I supposed to -- I want you
4 to write it down.

5 UNIDENTIFIED MALE: Okay, you didn't tell me
6 to write it down.

7 JOSE: Okay, yeah, I want you to -- yeah.
8 On the left-hand side, you're going to write -- you're
9 going to write down 40,000.

10 UNIDENTIFIED MALE: Okay, okay. Which is
11 what? You need to talk to me like you --

12 JOSE: Your loan balance.

13 UNIDENTIFIED MALE: Yeah, you guys got to
14 talk to me like I have no idea what the heck you're
15 talking about.

16 JOSE: Okay.

17 UNIDENTIFIED MALE: Okay? Talk to me like
18 I'm a five-year-old child.

19 JOSE: All right.

20 UNIDENTIFIED MALE: Okay? I'm serious.
21 That's how much you have to --

22 JOSE: I know.

23 UNIDENTIFIED MALE: -- dumb that down.

24 JOSE: I know, but it's hard to get -- to
25 talk to you like that since you're -- you're a

1 (inaudible), you know. So you know how it is.

2 UNIDENTIFIED MALE: Yep.

3 JOSE: Listen. All right, so listen on the

4 --

5 UNIDENTIFIED MALE: I've done 260
6 enrollments myself.

7 JOSE: 260 enrollments?

8 UNIDENTIFIED MALE: Yep, over a five-month
9 period.

10 JOSE: Over five months?

11 UNIDENTIFIED MALE: Yeah.

12 JOSE: Damn. So your commissions is pretty
13 nice?

14 UNIDENTIFIED MALE: Yeah.

15 JOSE: On your left-hand side where -- under
16 current, you're going to write down the number 40,000.
17 That will be your loan balance -- your total loan
18 balance.

19 UNIDENTIFIED MALE: Okay.

20 JOSE: Right underneath it, you're going to
21 write down 360. That is what you're paying towards
22 that 40,000.

23 UNIDENTIFIED MALE: Okay.

24 JOSE: Under that 360, you're going to write
25 down \$4,320. That is your annual outflow.

1 UNIDENTIFIED MALE: What does that mean?

2 JOSE: That's what you're going to end up
3 paying during the whole year for 360 a month. It adds
4 up to 4,320 a year.

5 UNIDENTIFIED MALE: Okay.

6 JOSE: And the total amount that you're
7 going to end up paying over a 13-year span will be
8 64,800.

9 UNIDENTIFIED MALE: Holy smokes, okay.

10 JOSE: Yeah. Now, on the right-hand side,
11 in our program --

12 UNIDENTIFIED MALE: It's not our program,
13 it's the program.

14 JOSE: Under the program, you're going to
15 write down 119 -- I'm sorry --

16 UNIDENTIFIED MALE: No.

17 JOSE: No. You're going to write down --
18 oh, what it is, that is 200 -- 287.

19 UNIDENTIFIED MALE: What did I say my family
20 size was?

21 JOSE: Five. Okay, payments for family size
22 of five will be \$287.

23 UNIDENTIFIED MALE: Okay.

24 JOSE: For five months.

25 UNIDENTIFIED MALE: Okay.

1 JOSE: That's in the first five months.

2 UNIDENTIFIED MALE: Okay.

3 JOSE: Underneath that, you're going to
4 write down 163.

5 UNIDENTIFIED MALE: Okay.

6 JOSE: That's beginning from the sixth month
7 and forward.

8 UNIDENTIFIED MALE: Okay.

9 JOSE: That adds up to 19 -- \$1,956 annually
10 based on those figures that I gave you. That's what
11 you're going to end up paying yearly. 120 months is
12 12 years.

13 UNIDENTIFIED MALE: No, 10 years.

14 JOSE: Ten years. And you're going to end
15 up paying back 19,000 -- write this down right
16 underneath, 1,956, 19,506 that you're going to end up
17 paying in ten years. So you save \$45,240.

18 UNIDENTIFIED MALE: In the program.

19 JOSE: In the program.

20 UNIDENTIFIED MALE: Any questions? I want
21 you -- after you do that, just ask them, do you have
22 any questions?

23 JOSE: Oh, do you have any questions?

24 UNIDENTIFIED MALE: No.

25 JOSE: Okay. Now --

1 UNIDENTIFIED MALE: Go to 33 because we
2 already covered 32.

3 JOSE: Okay, 33. As part of the program, we
4 will recertify your file on an annual basis. What
5 that --

6 UNIDENTIFIED MALE: (Inaudible).

7 JOSE: -- (inaudible) --

8 UNIDENTIFIED MALE: Stop, stop, stop. I'm
9 sorry, Jose. There should be one, maybe 32, that says
10 as quoted as PSLF.

11 JOSE: Okay, yes.

12 UNIDENTIFIED MALE: Okay.

13 JOSE: Based on the nature of your current
14 employer, we will submit your file for a public
15 service loan forgiveness program. There are a few
16 rules to keep in mind. The first is that the -- this
17 program, which is a ten-year program, requires that
18 you continue working for a qualified company,
19 publicly-funded or nonprofit. You can change
20 companies, but it would need to be another qualified
21 company. The program also requires you to work an
22 average of 30 hours a week over the year.

23 If either of those requirements change for
24 your situation and your employer fails to otherwise
25 meet the federal requirements for the public service

1 loan forgiveness program, your monthly payments will
2 remain unchanged, but your loan repayment terms could
3 increase up to 25 years.

4 As part of the program, we will recertify
5 your file on an annual basis. What that entails is
6 one of the -- our representatives reaching out to you
7 to check on your current situation. These are the
8 income -- these are all the income-driven repayment
9 plans, so in the event your income goes up, your
10 payments may increase. If your income goes down,
11 however, your payments could decrease.

12 Family size is variable as well. If your
13 family size goes up, your payment could decrease. If
14 it goes down, your payment could increase. Does all
15 that make sense to you?

16 UNIDENTIFIED MALE: Yes.

17 JOSE: Okay. On the next part of the
18 application, I'm going to get the most -- the most of
19 it completed for you. Just basic. Then our
20 verification department will go over your personal
21 sensitive information on a secure line. What is the
22 name of the employer that issues --

23 UNIDENTIFIED MALE: Hang on.

24 JOSE: -- your paycheck?

25 UNIDENTIFIED MALE: That's good, that's

1 good. I want you guys to get through the T box.

2 JOSE: Okay, let's (inaudible).

3 UNIDENTIFIED MALE: Okay?

4 JOSE: Yep.

5 UNIDENTIFIED MALE: All right. So here's
6 what I want you to do, Jose. I'm going to -- I'm
7 going to erase the information out of this geriatric
8 file.

9 JOSE: Uh-huh.

10 UNIDENTIFIED MALE: Okay? When you guys get
11 to the email section, I want you to write this down,
12 okay? It's your -- remember how I had my email in
13 there? It's just my first dot last plus 123
14 @ameritech.

15 JOSE: Yep.

16 UNIDENTIFIED MALE: Okay. I want you guys
17 to do this back and forth with each other. I'm
18 relying on you to show the guys how to do that and how
19 to read the T box. Now we have it written down, okay?
20 Once you guys get through that, I want you to do two
21 or three times to get comfortable to that -- with
22 that, okay?

23 JOSE: To do the T box?

24 UNIDENTIFIED MALE: Yep. I want you guys to
25 go all the way through the T box. So you're going to

1 start from the very beginning --

2 JOSE: Mm-hmm. You mentioned something
3 about the email. We send it to you or --

4 UNIDENTIFIED MALE: No, you guys are going
5 to send it to whoever is role playing --

6 JOSE: Okay.

7 UNIDENTIFIED MALE: -- as the client. Okay?

8 JOSE: Okay. So it could be any of us.

9 UNIDENTIFIED MALE: Yeah, any one of you
10 guys. Whoever's -- whoever's role playing, okay, and
11 you guys have that client answer sheet, right?

12 JOSE: Yep.

13 UNIDENTIFIED MALE: Let me -- I'm just going
14 to call -- I'm going to call you guys on Skype right
15 now, okay?

16 JOSE: Mm-hmm.

17 (Segment ends. Next segment on recording is
18 a repeat of the recording transcribed above.)

19 (The call was concluded.)

20 (The recording was concluded.)

21

22

23

24

25

1 CERTIFICATE OF TRANSCRIPTIONIST

2

3

4

I, Elizabeth M. Farrell, do hereby certify

5

that the foregoing proceedings and/or conversations

6

were 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

20

21

DATE: 4/18/2018

22

ELIZABETH M. FARRELL, CERT

23

24

25

Ortiz Attachment K



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Refer To File #: 502750-0001

BY E-MAIL AND FEDERAL EXPRESS

January 10, 2018

Chairman Maureen Ohlhausen
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580

Commissioner Terrell McSweeney
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580

Re: January 17, 2018 meeting regarding the Federal Trade Investigation of American Financial Benefits Center, Ameritech Financial, Financial Education Benefits Center, and Brandon Frere

Dear Chairman Ohlhausen and Commissioner McSweeney:

Our firm, along with Ropers Majeski Kohn & Bentley, represents three entities and an individual who are named as proposed defendants in a complaint drafted by the Federal Trade Commission (the "Commission"). We respectfully submit this letter¹ in advance of our meetings on January 17 to provide you with a summary of the services provided by the Companies, our clients' efforts to communicate and negotiate a settlement with the Commission over the last year, and outline some of the key legal issues that might be litigated if this case is to proceed in court. The three companies are American Financial Benefits Center, Ameritech Financial, and Financial Education Benefits Center (collectively, the "Companies"). The individual is their majority owner, CEO, and President, Brandon Frere. Our clients appreciate the opportunity to meet with you to discuss the proposed complaint, next steps in this process, and the Commission's concerns regarding the student loan document preparation industry in general.

As you likely know, we have already met with the Acting Director of the Bureau of Consumer Protection, Thomas Pahl. We explained to him, as we had previously to other representatives of the Commission, that the Companies and Mr. Frere are committed to acting with integrity in their dealings with their clients, their employees and the Commission. The Companies are dedicated to serving their clients' interests. Because of that commitment, they believe their clients are best served by a structured settlement that provides for the Companies' continued operations under guidelines outlined by the Commission. However, because the Companies believe that their business practices comport with applicable law, they are also prepared to defend their practices in court if that is what is required. We look forward to discussing any of the issues outlined below on January 17.

¹ The enclosures to this letter will be sent by Federal Express, but not by e-mail because of size limitations.

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 Terrell McSweeney
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1. THE COMPANIES AND THE STUDENT LOAN DOCUMENT PREPARATION INDUSTRY.

Student loan debt is a growing problem for many Americans. No one can reasonably dispute that point; over 44 million consumers in the United States hold student loan debt, and the total amount outstanding, including debt from federal direct and subsidized loans, has climbed to over \$1.4 trillion. While student loan debt can be crippling for individual borrowers, there are federal student loan forgiveness and income-based repayment plans that offer assistance. Applying for the benefits of those programs is free. However, the unfortunate reality is that those programs are not well publicized, and the application and submission process can be difficult to navigate even for those who know about them. This is why the student loan document preparation industry started in the first place. There were too many consumers with student loan debt who needed help and either did not know about available federal programs, or were confused by the application process.²

A. The Companies

Since 2013, one or more of the Companies has assisted consumers with preparing documentation in connection with their outstanding federal student loan debt.³ AFBC, which authored a copyrighted book on federal student loan programs, worked with consumers to prepare paperwork to apply for federal student loan repayment programs, and also offered those consumers a member benefits program that provided a variety of financial tools and benefits, including on-demand student loan document preparation services and assistance with annual re-certifications. AFBC stopped enrolling new clients in 2015. Ameritech and FEBC were formed in late 2015, and each offered a different component of the services previously offered by AFBC. Ameritech provides only assistance to consumers in preparing documents relating to applications for federal student loan payment, forgiveness, consolidation, or

² While the Department of Education's website states that a "loan servicer will help you manage the repayment of your federal student loans—for free," (Federal Student Aid, an Office of the U.S. Department of Education, available at <https://studentaid.ed.gov/sa/repay-loans/understand/servicers>) in fact, the Consumer Financial Protection Bureau has sued Navient, the largest of these servicers, "for systematically and illegally failing borrowers at every stage of repayment." Press Release, CFPB Sues Nation's Largest Student Loan Company Navient for Failing Borrowers at Every Stage of Repayment, available at <https://www.consumerfinance.gov/about-us/newsroom/cfpb-sues-nations-largest-student-loan-company-navient-failing-borrowers-every-stage-repayment/>; and Complaint, *Consumer Financial Protection Bureau v. Navient Corp.*, 3:17-cv-00101RDM (M.D. Pa, Jan. 18, 2017) available at http://files.consumerfinance.gov/f/documents/201701_cfpb_Navient-Pioneer-Credit-Recovery-complaint.pdf. As it turns out, many clients seeking the Companies' services do so only after first attempting to work with their servicers.

³ A full description of the operations of each Company can be seen in the letter dated September 25, 2017 attached as Exhibit A. For the sake of brevity, we have not included a comprehensive description of the Companies or the evolution of their practices in this letter. Where we felt it necessary for our January 17 meeting, though, we have expanded on certain points here. The Companies vehemently deny the characterization of their practices contained in the Commission's draft complaint.

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forbearance programs. FEBC offers a membership benefit program that may be purchased on its own or in conjunction with the student loan document preparation assistance offered by Ameritech. FEBC's membership is 100% optional, a fact that is expressly written into the relevant scripts used by the customer relations personnel. Contrary to the draft complaint, the Companies have a liberal refund policy that permits consumers to cancel the services at any time. At no point did any of the Companies ever negotiate or settle debt. In that regard, the student loan document preparation services are comparable to a company such as H&R Block, which helps consumers prepare paperwork and submit their tax returns.

We believe that no one can reasonably dispute that assisting consumers to complete the application paperwork to ensure their enrollment in the proper federal program(s) is a valuable service. After all, the benefits of the federal student loan programs are described in Department of Education publications. See <https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation/public-service>. And during our meeting with Director Pahl, he expressed his support for the general proposition that it is acceptable to offer a for-pay service for assisting consumers to understand and prepare paperwork to apply for a program that is itself free. Similarly, the membership services are also valuable, and the MSRP of the top-level services is currently in excess of \$330/month, soon to be increasing.

B. The Student Loan Document Preparation Industry

We recognize that the student loan document preparation industry has drawn the scrutiny of the Commission. We are well aware that in October the Commission announced its "Game of Loans" operation conducted jointly with various state Attorneys General in which the regulators shut down a number of companies in the student loan document preparation industry.⁴ Through the Game of Loans operation, the Commission stated that it hoped to shut down companies that "charged consumers illegal upfront fees, falsely promised to help reduce or forgive student loan debt burdens, and pretended to be affiliated with the government or loan servicers, in violation of the FTC's Telemarketing Sales Rule and the FTC Act." Further, Chairman Ohlhausen was quoted as saying that the "FTC is proud to work with state partners to protect consumers from these scams, help them learn how to spot a scam, and let them know where to go for legitimate help." To the extent that the FTC is pursuing scammers and fraudsters, the Companies applaud those efforts.

We believe, however, that the FTC has painted the industry with too broad a brush, and that the Companies were targets of that operation, and narrowly averted being shut down because they first filed a complaint against the Commission. See *American Financial Benefits Center v. Federal Trade Commission*, Case No. 4:17-cv-04817-SBA (N.D. Cal., Aug. 20, 2017) (the "Lawsuit"). The Companies fervently disagree that they should be grouped with the bad actors that were targeted in the Game of Loans. Many, if not most, of those targets were consolidation houses. When they were approached by a consumer, the company would take a fee, put the applicable loans into forbearance — regardless of whether that was the appropriate

⁴ Press Release, *FTC, State Law Enforcement Partners Announce Nationwide Crackdown on Student Loan Debt Relief Scams*, FTC, Oct. 13, 2017, available at <https://www.ftc.gov/news-events/press-releases/2017/10/ftc-state-law-enforcement-partners-announce-nationwide-crackdown>.

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option for the consumer — consolidate those loans, and send the consumer on his or her way. The consumer would never have their particular situation evaluated to determine the optimal course of action, and if they were potentially eligible for an income based repayment or loan forgiveness program, would not see their documents properly prepared and submitted to the right program.

This is not how Ameritech operates, and it is patently unfair not only to the company but to its clients to group it with companies that may never have enrolled any consumers in a federal loan repayment or forgiveness program. By contrast, Ameritech has worked with consumers to complete application paperwork for the Public Service Loan Forgiveness Program, and has similarly done so for income-based repayment programs. Moreover, although the Telemarketing Sales Rules (“TSR”) does not apply to it because Ameritech does not negotiate debt, the company does not take fees from its clients in advance of providing services. Rather, it sets up a third-party dedicated escrow account into which the client deposits the flat fee charged to each of Ameritech’s clients, and receives payment only after services have been provided. In addition, as noted, the Companies have a liberal refund policy. And finally, unlike their competitors, the Companies have developed a robust compliance department to ensure employees are following carefully-tailored scripts that have been vetted by regulatory counsel. Every sales employee is audited on a weekly basis. The Companies are confident that no other company in this industry can say the same.

2. COMMUNICATIONS AND SETTLEMENT NEGOTIATIONS WITH THE COMMISSION TO DATE.

The Companies have attempted to work with the Commission for over a year, first reaching out to the Commission in December 2016. A copy of a December 29, 2016 letter from counsel for the Companies is attached as Exhibit B. The purpose for sending that letter was to introduce the Commission to the Companies, and to seek guidance from the Commission about their practices if for whatever reason the Commission thought that they needed to be altered in any way. Needless to say, writing a letter to the Chairwoman of the Commission and asking for guidance about their operations is not the act of someone attempting to defraud consumers and avoid the scrutiny of the Commission.

Unfortunately, that letter was never answered. The Companies continued to operate as they had, although during that time they were able to continue improving the effectiveness of their already robust compliance department. In July 2017 the Companies learned that the Commission was seeking to have ex-employees sign declarations in conjunction with the filing of a temporary restraining order and preliminary injunction. With no other option presented to them – after all, the Commission would not respond to the prior letter and such action would have shut down their business – the Companies were forced to file the Lawsuit.

Since that time, the Companies and the Commission have had an open dialogue, although those communications have been something of a one-way street. Since August, the Companies have responded to multiple document requests, flew executives to Washington, D.C., in the midst of the northern California wildfires surrounding their Rohnert Park office to meet with Director Pahl, and made numerous efforts to show the Commission that they were serious about engaging in settlement negotiations to address the Commission’s concerns.

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Specifically, over the last four months the Companies have taken the following steps toward that end, including:

- Providing all current scripting and mailers for the Commission's review and comment. The Commission has expressed concern that the Companies have made misrepresentations to the public. The Companies are always looking to improve their services, and have requested specific guidance from the Commission so they can revise their public-facing documents. The Companies have also produced hundreds of thousands of call recordings.
- Agreeing to the entry of an injunction on all of the points initially raised by the lead investigator. This includes the willingness to enter into a consent decree or injunction that provides the Companies will not misrepresent to consumers that:
 1. The Companies are part of, affiliated with, or endorsed or sponsored by, loan servicers, the government, or any government agency, including the Department of Education;
 2. Some or all of the consumers' monthly payments to the Companies will be applied towards consumers' student loans;
 3. Consumers qualify for total loan forgiveness;
 4. Consumers can claim individuals to whom they provide minimal support as family members on their student loan applications;
 5. Consumers who purchase Defendants' services are guaranteed to have their monthly student loan fees reduced or their student loan balance forgiven;
 6. A student loan forgiveness program requires a fee for participating; and
 7. Consumers can only obtain access to debt reduction or loan forgiveness services by going through the Companies.

Although the Companies were and remain willing to enter into such an agreement, they steadfastly maintain they are not making any such misrepresentations to consumers, and that any person doing so on behalf of the Companies is subject to disciplinary action.

- Providing a draft stipulated judgment for the Commission's review and comment. We attach as Exhibit C a copy of a December 1, 2017 letter that included both a draft settlement and a summary of the compliance program implemented by the Companies. The Companies hoped that taking the lead on the settlement agreement might help push discussions forward. As you will see, the settlement agreement would require compliance measures and a monitoring/reporting program. The Companies also indicated a willingness to contribute a monetary component of the settlement as well. The Commission indicated that it would respond, but is now apparently waiting until after our January 17 meetings.

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- Offering to send an e-mail to FEBC members explaining its services in response to concerns expressed by the lead investigator that members do not understand what they are purchasing. FEBC already contacts its members at least twice a month to highlight key features of its services. However, in light of the lead investigator's comments, it offered to send a clarifying e-mail to its members, and invited specific commentary from the Commission about the content of such an e-mail. The Commission has not responded.

Again, the Companies are clearly not hiding or trying to run from the Commission. Companies that are behaving fraudulently do not contact the Commission about their business practices, and then sue the Commission so an independent judicial body can objectively evaluate its practices.

3. THE APPLICABLE STATUTES IN THE COMPLAINT

There are two statutes listed in the Commission's draft Complaint (and press release for Game of Loans). The first is Section 5(a) of the FTC Act, 15 U.S.C. §45(a), which prohibits "unfair or deceptive acts or practices in or affecting commerce." The second is the TSR, which Congress passed to "prescribe rules prohibiting deceptive telemarketing acts or practices and other abusive telemarketing acts or practices." 15 U.S.C. § 6102(a)(1). The TSR prohibits charging advance fees for "debt relief services," except where safeguards are in place to protect the consumer, including depositing them into an escrow account at an insured financial institution. 16 C.F.R. § 310.4(a)(5)(i)-(ii). The TSR defines debt relief services as:

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.

16 C.F.R. § 310.2(o). We will focus here on this provision because the Companies are making a facial challenge about the applicability of that statute to their businesses and the industry as a whole.

Under the debt relief provision of the TSR, companies that negotiate, settle or reduce unsecured debt for consumers are barred from taking an "advanced fee" for their services until the company has completed the negotiations, settlements, etc. and the consumer has made a payment under the new payment plan. Of course, the Companies do not do any of the things covered by the TSR - they do not negotiate, settle or reduce debt. In fact, the Department of Education does not negotiate, reduce, or settle debt outside of the clearly defined parameters of the federal repayment or loan forgiveness programs, which is most clearly seen by the fact that student loan debt is not dischargeable in bankruptcy. We have explained this repeatedly to the Commission, and used the Commission's own public guides to support this position. We attach as Exhibits D and E two such letters dated October 31 and December 1, 2017, which, in turn, attach the Commission's guide on this subject.

Maureen Ohlhausen
Terrell McSweeney
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In addition, we note that from our initial review, not one of the over 300 comment letters provided to the Commission when the 2010 amendments to the TSR were enacted referenced student loans. The term "student loan" appears nowhere in the statute's legislative history. And on November 4, 2009, the Commission held a public forum on the proposed "advanced fee" ban. The transcript of that forum runs 285 pages, yet there is not a single reference to student loan debt. https://www.ftc.gov/sites/default/files/documents/public_events/public-forum-debt-relief-amendments-telemarketing-sales-rule/transcript.pdf. In contrast, the term "credit" appears 296 times, and the term "credit card" 18 times. The reason student loans are not mentioned is because the debt relief provision of the TSR was not intended to apply to federal student loan debt, which cannot be renegotiated, but may be modified only pursuant to the terms of the Department of Education's programs.⁵


The reason we raise this statute is that the Companies are fully prepared to litigate this point in Court, and they believe strongly that they are likely to prevail based on the clear language of the statute and the legislative history. And if that happens, companies entering this space will have no limitation on taking advanced fees for their services. Student loan debt is only going to increase, and there will be new companies attempting to serve this market. This is an opportune time to set the foundation for the industry going forward.

The Companies remain hopeful that they can work cooperatively with the Commission, and look forward to productive meetings with you. To ensure that any questions you may have can be properly answered, we will be bringing a diverse group to the meeting. Specifically, we will have the following attendees from the Companies at that meeting in addition to the undersigned attorneys:

- Brandon Frere, CEO and President
- Yessica Ayala, Manager, Client Fulfillment
- Jason Cutter, Lead, Operations
- Holly Novak, Operations
- Thomas Knickerbocker, Executive Vice President
- Charles Gangnath, Lead, Compliance

We would like to express our extreme appreciation for taking these meetings. If you have any questions beforehand, please let us know.

Very truly yours,



James H. Vorhis
of Nossaman LLP

⁵ Again, we note that while this statute does not apply to the Companies, they have nevertheless set up a system whereby fees deposited by consumers are held in a third party dedicated account pending completion of the services. Thus, even if the TSR applied, they would be in full compliance.

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And

A handwritten signature in blue ink that reads "Nicole Healy". The signature is written in a cursive style with a large, looping "H" and "A".

Nicole Healy
of Ropers Majeski Kohn & Bentley PC

JHV:al

cc:
Sarah Schroeder, Esq.
Roberta Tonelli, Esq.

Enclosures

Ortiz Attachment L



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WESTERN REGION

January 29, 2018

VIA EMAIL

James H. Vorhis
Nossaman LLP
50 California Street, 34th Floor
San Francisco, CA 94111

Nicole Healy
Ropers Majeski Kohn & Bentley PC
1001 Marshall Street, Suite 500
Redwood City, CA 94063

Re: American Financial Benefits Center, et al.

Dear Jim and Nicole:

It was a pleasure meeting you and your clients on January 16. After carefully considering your arguments and the evidence in this matter, the Commission has voted 2-0 to authorize staff to file a Complaint and motion for preliminary injunction in the Northern District of California. This letter discusses the next phase of this matter.

Federal Court Complaint

After meeting with your clients, one of the Commissioners requested that staff include additional information about Mr. Frere in the Complaint. We have attached a courtesy copy of the final Complaint that we intend to file next month.

Stipulated Preliminary Injunction

In addition to the Complaint, the Commission authorized staff to seek a preliminary injunction that includes a prohibition on misrepresentations, asset preservation provisions, and appointment of a receiver over the corporate defendants. Staff has gathered over 2,500 pages of evidence in support of the Motion for Preliminary Injunction, including consumer complaints, declarations from various fact witnesses, statements from former employees, payroll data, undercover call recordings, data from a loan servicer, contracts and mailers, correspondence with the Better Business Bureau, transcripts of sales calls, and financial records.

To preserve judicial resources, we would be willing to stipulate to a preliminary injunction that includes less relief than we would seek from the Court. We have attached a proposed stipulated preliminary injunction for your review. Please let us know by February 12 if your clients are willing to stipulate to a preliminary injunction.

Service and Confidential Material

Next, we would like to discuss a few housekeeping matters. First, please inform us in writing by February 2 if you will accept service of the Complaint and other pleadings for your clients. Second, you designated some of the documents you provided to the FTC as confidential, including call recordings between your clients' employees and consumers. This material does not appear to contain trade secrets or other proprietary information. We have redacted consumers' sensitive personal information from these recordings (and any transcripts we have generated). Please inform us in writing by February 12 if you agree to withdraw your confidential designation for the following documents:

- 9/25/17 Letter from J. Vorhis to FTC
- 0F12B16475B74C38B0CE241D96F334AB.wav
- 0EBE5A9DF6344DDD891E65E4BE0EDAF3.wav
- 0D62A1C8DC104969B9DD10CCEC96B932.wav
- 0BC3A78F4FBA459B8E6A4E5F70D9D27F.wav
- 01F89F7BE58842EAB20B84BFC0AFBC10.wav
- 9274895DD2AF43A0914FAC36207FAB3F.wav
- 0A84D2719ED344429577C42590696B05.wav
- C7A2E3BC8FEE4F5FB22125A07415DC05.wav

If you believe all or a portion of the above documents contain confidential information, we will file them under temporary seal and you will have the opportunity to identify for the Court compelling reasons to keep the documents sealed. *See* Civ. L.R. 79-5.

Settlement

We appreciate your willingness to discuss a possible resolution to this litigation. Once we receive the information requested in my January 18 email, we will send you a counter-offer to your settlement proposal.

If you have any questions, please do not hesitate to contact me at (415) 848-5186, or my colleague Roberta Tonelli at (415) 848-5197 or rtonelli@ftc.gov.

Sincerely,



Sarah Schroeder

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DAVID C. SHONKA
Acting General Counsel

SARAH SCHROEDER, Cal. Bar No. 221528
ROBERTA TONELLI, Cal. Bar No. 278738
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Federal Trade Commission
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San Francisco, CA 94103
sschroeder@ftc.gov, rtonelli@ftc.gov, erose@ftc.gov,
byankilovich@ftc.gov
Tel: (415) 848-5100; Fax: (415) 848-5184

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

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

AMERITECH FINANCIAL, a corporation;

FINANCIAL EDUCATION BENEFITS CENTER,
a corporation; and

BRANDON DEMOND FRERE, individually and as
an officer of AMERICAN FINANCIAL BENEFITS
CENTER, AMERITECH FINANCIAL, and
FINANCIAL EDUCATION BENEFITS CENTER,

Defendants.

Case No. _____

**COMPLAINT FOR PERMANENT
INJUNCTION AND OTHER
EQUITABLE RELIEF**

1 Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges:

2 1. The FTC brings this action under Section 13(b) of the Federal Trade Commission
3 Act (“FTC Act”), 15 U.S.C. § 53(b), and the Telemarketing and Consumer Fraud and Abuse
4 Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, to obtain preliminary and
5 permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of
6 monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts or
7 practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC’s
8 Telemarketing Sales Rule (“TSR”), in connection with their deceptive marketing and sale of
9 student loan debt relief services.

10 **JURISDICTION AND VENUE**

11 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a),
12 and 1345, and 15 U.S.C. §§ 45(a), 53(b), 6102(c), and 6105(b).

13 3. Venue is proper in this district under 28 U.S.C. § 1391(b)(1), (b)(2), (c)(1), (c)(2),
14 and (d), and 15 U.S.C. § 53(b).

15 **PLAINTIFF**

16 4. The FTC is an independent agency of the United States Government created by
17 statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a),
18 which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also
19 enforces the Telemarketing Act, 15 U.S.C. §§ 6101-6108. Pursuant to the Telemarketing Act,
20 the FTC promulgated and enforces the TSR, 16 C.F.R. Part 310, which prohibits deceptive and
21 abusive telemarketing acts or practices in or affecting commerce.

22 5. The FTC is authorized to initiate federal district court proceedings, by its own
23 attorneys, to enjoin violations of the FTC Act and the TSR, and to secure such equitable relief as
24 may be appropriate in each case, including rescission or reformation of contracts, restitution, the
25 refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b),
26 56(a)(2)(A), and 6102(c).

DEFENDANTS

1
2 6. Defendant American Financial Benefits Center (“AFBC”), also doing business as
3 AFB and AF Student Services, is a California corporation. AFBC has held itself out as doing
4 business at 311 Professional Center Drive, Suite 200, Rohnert Park, CA 94928 and 1900 Powell
5 Street, Suite 600, Emeryville, CA 94608. AFBC was incorporated in California in February
6 2011. AFBC transacts or has transacted business in this district and throughout the United
7 States. At all times material to this Complaint, acting alone or in concert with others, or as part
8 of the common enterprise described in Paragraph 10, AFBC has advertised, marketed,
9 distributed, or sold student loan debt relief services to consumers throughout the United States.

10 7. Defendant AmeriTech Financial (“AmeriTech”) is a California corporation.
11 AmeriTech has held itself out as doing business at 1101 Investment Boulevard, Suite 290, El
12 Dorado Hills, CA 95762 and 5789 State Farm Drive, Suite 265, Rohnert Park, CA 94928.
13 AmeriTech was incorporated in California in October 2015. AmeriTech transacts or has
14 transacted business in this district and throughout the United States. At all times material to this
15 Complaint, acting alone or in concert with others, or as part of the common enterprise described
16 in Paragraph 10, AmeriTech has advertised, marketed, distributed, or sold student loan debt
17 relief services to consumers throughout the United States.

18 8. Defendant Financial Education Benefits Center (“FEBC”) is a California
19 corporation that has stated in public documents that 2010 Crow Canyon Place, Suite 100, San
20 Ramon, CA 94583 is its principal executive office. FEBC was incorporated in California in
21 October 2015. FEBC transacts or has transacted business in this district and throughout the
22 United States. At all times material to this Complaint, acting alone or in concert with others, or
23 as part of the common enterprise described in Paragraph 10, FEBC has advertised, marketed,
24 distributed, or sold student loan debt relief services to consumers throughout the United States.

25 9. Defendant Brandon Demond Frere (“Frere”) founded AFBC, AmeriTech, and
26 FEBC and is majority owner of the companies. He currently serves as CEO of the Corporate
27 Defendants. Frere resides in this district and, in connection with the matters alleged herein,
28 transacts or has transacted business in this district and throughout the United States.

COMMON ENTERPRISE

1
2 10. Defendants AFBC, AmeriTech, and FEBC (collectively, “Corporate Defendants”)
3 have operated as a common enterprise while engaging in the deceptive acts and practices and
4 other violations of law alleged below. Corporate Defendants have conducted the business
5 practices described below through an interrelated network of companies that have common
6 ownership, officers, managers, and employees. AmeriTech’s November 2015 application to the
7 Better Business Bureau described AFBC as the “parent” and AmeriTech as the “child.” AFBC
8 and AmeriTech commingle their funds. For example, AFBC and AmeriTech bank records show
9 consistent, substantial payments between these accounts. AmeriTech and FEBC sell their
10 services together and provide service contracts simultaneously to consumers. Because these
11 Corporate Defendants have operated as a common enterprise, each of them is jointly and
12 severally liable for the acts and practices alleged below. Defendant Frere has formulated,
13 directed, controlled, had the authority to control, or participated in the acts and practices of the
14 Corporate Defendants that constitute the common enterprise.

COMMERCE

15
16 11. At all times material to this Complaint, Defendants have maintained a substantial
17 course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act,
18 15 U.S.C. § 44.

DEFENDANTS’ DECEPTIVE BUSINESS PRACTICES

19
20 12. Since 2014 and continuing thereafter, Defendants have operated a debt relief
21 enterprise that has tricked consumers out of millions of dollars. Defendants distribute mailers to
22 consumers claiming that consumers are eligible for federal programs that would permanently
23 reduce their monthly loan payments to a fixed amount or result in total loan forgiveness.
24 Defendants collect an advance fee of between \$600-800, purportedly to enroll consumers in
25 federal loan assistance programs. In numerous instances, the consumer was not enrolled in the
26 promised federal loan program. In some instances, not only has the consumer’s loan balance not
27 diminished, but it has also accrued interest.

28

1 13. In addition to the advance fees, Defendants also collect and retain monthly fees
2 that consumers believe are being applied to pay down their loans, but are actually going towards
3 a membership to a “financial education” program that includes access to various resources
4 unrelated to their student loans. Defendants have collected over \$28 million from consumers.

5 **Background on Student Loan Forgiveness and Repayment Programs**

6 14. Student loan debt is the second largest class of consumer debt; more than 42
7 million Americans collectively owe nearly \$1.34 trillion. The student loan market shows
8 elevated levels of distress relative to other types of consumer debt.

9 15. To address this mounting level of distressed debt, the Department of Education
10 (“ED”) and state government agencies administer a limited number of student loan forgiveness
11 and discharge programs. Most consumers, however, are not eligible for these programs because
12 of strict eligibility requirements. For example, one program requires the consumer to
13 demonstrate a total and permanent disability; another applies only to consumers whose school
14 closed while the consumer was still enrolled. A third program, the Borrower Defense to
15 Repayment (“BDR”), may provide a loan discharge if the school, through an act or omission,
16 violated state law directly related to the borrower’s federal student loan or to the educational
17 services for which the loan was provided.

18 16. Other forgiveness programs require working in certain professions for a period of
19 years. Teacher Loan Forgiveness applies to teachers who have worked full-time for five years in
20 a low-income elementary or secondary school or educational service agency. Public Service
21 Loan Forgiveness (“PSLF”) applies to employees of governmental units or non-profit
22 organizations who make timely monthly payments for a period of ten years while employed in
23 the public sector.

24 17. The federal government also offers loan forgiveness through income-driven
25 repayment (“IDR”) programs that enable borrowers to reduce their monthly payments and have
26 portions of their loans forgiven. As of September 2017, no loans had been forgiven under any of
27 the IDR programs. IDR programs allow eligible borrowers to limit their monthly payments
28 based on a percentage of their discretionary monthly income. To remain in an IDR program,

1 borrowers must recertify their income and family size annually. Obtaining forgiveness through
2 IDR programs requires a minimum of 20 or 25 years of qualifying payments.

3 18. Because a borrower's income is likely to fluctuate over the life of the loan,
4 monthly payments under the IDR programs can vary considerably from year to year. If a
5 borrower's income were to increase over the repayment period, for example, the monthly
6 payment amount could correspondingly increase to the point where those payments would pay
7 off the loan before any amount could be forgiven at the end of the repayment term.

8 19. Consumers can apply for BDR, PSLF, IDR, and other loan repayment and
9 forgiveness or discharge programs through ED or their student loan servicers at no cost; these
10 programs do not require the assistance of a third-party company or payment of application fees.

11 20. ED will grant forbearance while processing applications for an alternative
12 repayment plan, and in some cases of hardship. During forbearance, unpaid interest adds to the
13 principal balance.

14 21. ED also allows consumers with multiple federal loans to consolidate them into
15 one "Direct Consolidation Loan" with a fixed interest rate and single monthly payment. ED does
16 not charge for consolidation and offers a dedicated helpline and webpage to assist borrowers
17 with the process.

18 **Defendants' Deceptive Marketing of Student Loan Debt Relief Services**

19 22. Since at least 2014 and continuing thereafter, Defendants have disseminated, or
20 have caused to be disseminated, personalized mailers to consumers throughout the United States,
21 including but not necessarily limited to the attached Exhibits A-E. These mailers have contained
22 the following statements:

23 a. Exhibit A-1. (dated "reply by 12/31/14")

24 STUDENT LOAN PAYMENT REDUCTION – PRE-QUALIFICATION
25 NOTICE

26

27 You have been Pre - Qualified to reduce your student loan payments through
28 the Student Loan Document Preparation and Processing Services Program.

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Your student loan has been identified as eligible for the Student Loan Reform Act which can save you thousands on your current student loans. You are now eligible to reduce your estimated monthly payments of **\$1,110** down to as low as **\$68**

b. Exhibit B-1. (dated “Deadline: March 28, 2014”)

Due to the current status of your student loans, your pre-qualification may allow you to reduce your current monthly payments of approximately \$480 down to as low as \$60, and may also qualify for complete 100% total loan forgiveness and other available programs.

....

PRE-QUALIFIED* FIXED PAYMENTS & TERMS

[tables containing, among other things, “*Estimated Monthly Payment” terms]

c. Exhibit C. (undated)

Student Loan Payment Reduction & Forgiveness

....

We are pleased to inform you that you may now participate in the Student Loan Document Preparation and Processing Services Program. **This program can immediately assist you in potentially saving thousands on your student loans.**

d. Exhibit D-1. (dated “2017”)

With the implementation of the Health Care and Education Affordability Reconciliation Act of 2010 the U.S. Department of Education has adjusted their re-payment policies.

You may now be eligible for:

....

OFFER TYPE	Loan Forgiveness
LOAN TYPE	Federal Student Loan

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REFERENCE # [personalized number]

OFFER STATUS **Eligible**

....

- Total Loan Forgiveness Programs

e. Exhibit E-2. (undated)

With the implementation of the Health Care and Education Affordability Reconciliation Act of 2010, the U.S. Department of Education has adjusted their [sic] re-payment policies. You may now be eligible for:

- ✓ **\$0/ month Monthly Student Loan Payment**
- ✓ **No Minimum Income Requirement or Credit Check**
- ✓ **Loan Forgiveness Programs**
- ✓ **No Impact on your Credit Rating or Score**
- ✓ **No Program Payment for up to 90 days**

23. Defendants’ mailers do not advertise or describe a monthly membership to any service. Exhibits A-E.

24. Defendants’ mailers create a sense of urgency by indicating that the offers are available for a limited time only or by stating, “[F]ailure to respond to this letter may void company offer for services.” Exhibit D-1; *see also* Exhibits B-C.

25. In numerous instances, Defendants did not include the names American Financial Benefits Center, AmeriTech Financial, or Financial Education Benefits Center on mailers they sent consumers.

26. The mailers list a toll-free phone number where consumers can reach Defendants. When consumers call Defendants, they are connected to one of Defendants’ sales agents. The recorded message that consumers hear while waiting for a sales agent has stated: “You have reached the program enrollment department,” and “[T]o speak with an account specialist regarding an important notice you’ve received, please stay on the line.”

27. Defendants tell consumers that their new monthly payment amount will be their payment amount for the next ten or 20 years, and that thereafter, the consumers’ remaining loan

1 balances will be forgiven. Defendants also tell consumers that they will save a specific amount
2 of money, usually in the thousands of dollars, by enrolling in the program Defendants describe.

3 28. Defendants make false or unsubstantiated representations to consumers about
4 their eligibility for IDR programs based on inaccurate family size and income information. For
5 example, Defendants inform consumers that they are allowed to inflate their family size on the
6 IDR application. In a recorded call, one of Defendants' sales representatives, when describing
7 how to count family size, told a consumer:

8 Now, support includes any kind of money – gifts, loans, housing, food, clothing,
9 car, medical or dental, payment of college costs. Do you help anybody – if you
10 have somebody on your cell phone plan; if you have somebody on your gym
11 membership, they're considered part of your family. And we just had Christmas.
12 You know, if you bought presents, clothes, watch, earrings, toilet paper, they're a
13 part of your family.

14 29. "Family size" for the IDR programs "means the number that is determined by
15 counting the borrower, the borrower's spouse, and the borrower's children, including unborn
16 children who will be born during the year the borrower certifies family size, if the children
17 receive more than half their support from the borrower. A borrower's family size includes other
18 individuals if, at the time the borrower certifies family size, the other individuals - (i) Live with
19 the borrower; and (ii) Receive more than half their support from the borrower and will continue
20 to receive this support from the borrower for the year the borrower certifies family size." 34
21 C.F.R. § 682.215(a)(3).

22 30. The family size listed on an IDR program application affects eligibility for these
23 programs and the monthly amount a consumer will have to pay. Because of Defendants'
24 misrepresentations about family-size requirements, consumers may be improperly enrolled in
25 federal student loan programs for which they do not qualify.

26 31. Defendants' representations that they are able to procure a permanent reduction in
27 consumers' monthly payments are also false or unsubstantiated because none of ED's IDR
28 programs guarantees consumers a fixed, reduced monthly payment for more than one year.

1 Under ED's IDR programs, monthly payments fluctuate based on consumers' income in a given
2 year, which consumers must recertify annually, and the amount forgiven depends on what
3 remains unpaid at the end of the repayment period. In many cases, consumers' income will rise
4 over the years-long repayment period, and as consumers' income rises, so will their monthly
5 payment in a given year. As a result, the amount that would be forgiven at the end of the
6 repayment term typically would be less than Defendants have promised.

7 32. After Defendants have convinced consumers to enroll in a federal program and
8 turn over their payment information, Defendants email consumers a link to a lengthy contract
9 that consumers are required to sign electronically. As consumers remain on the phone,
10 Defendants pressure them to quickly click through the document and electronically sign multiple
11 pages. In some instances, Defendants represent that consumers do not need to read the
12 agreement carefully because the information contained in the contract was already discussed in
13 the call. At the end of the calls, Defendants transfer consumers to the Verification Department
14 where employees quickly read lengthy disclosures to consumers.

15 33. Defendants charge consumers an advance fee for "document preparation" ranging
16 from \$600 to \$800, which Defendants generally collect over one to six installments, before
17 attempting to enroll consumers in any federal program.

18 **Defendants' Deceptive Marketing of "Financial Education" Memberships**

19 34. In addition to charging an advance fee, since 2014 and continuing thereafter,
20 Defendants have also charged consumers a monthly fee for the life of their loan, typically 10-25
21 years. The monthly fee ranges between \$49 and \$99. Defendants represent in communications
22 with consumers that the monthly fee will be used to pay down consumers' loans. For example,
23 Defendants told one consumer, "Your quote based on your current situation is \$255 for 1 month
24 then it would drop down to \$235 for an additional 6 months then it will be \$99 for the remainder
25 of your loan term, if your situation stays the same, which would be 25 years." Exhibit F.

26 35. In fact, Defendants apply the monthly fees they receive from consumers towards
27 memberships to their "financial education" program. The membership fees, which agents rarely
28 discuss during the sales call, are used to pay for access to various resources unrelated to

1 consumers' student loans, such as "Key Ring & Luggage Protection," "Everyday Grocery
2 Savings," "Auto Buying Service and Maintenance Discounts," "Financial Calculators," "medical
3 and wellness discounts," and "Access to Dozens of Informational & Useful Web links." *See*,
4 *e.g.*, Exhibit G (contract excerpts). The explanation of what members receive often is buried in
5 the middle of the numerous documents that Defendants provide to consumers. Exhibit H-17.
6 Many consumers believe that their monthly payments to Defendants are going toward paying
7 their student loan balance, not a membership program unrelated to their student loan. In addition
8 to the monthly membership fee, Defendants charged consumers an enrollment fee to their
9 "financial education" program ranging from \$100 to \$1,300.

10 36. Defendants' collection notices further reinforce their representation that
11 consumers' monthly payments are going towards their student loans. If a consumer misses a
12 monthly payment for Defendants' "financial education" program, Defendants send them a notice
13 stating, "**RE: Student Loan Payment . . . ***YOUR FILE IS CURRENTLY ON HOLD*****
14 . . . *** Don't risk falling behind on your payments", or similar language. Exhibit I.

15 37. Defendants often refuse to provide refunds to consumers. In some instances,
16 Defendants have provided only partial refunds that are substantially less than what consumers
17 paid to Defendants.

18 **Role of Individual Defendant Brandon Frere**

19 38. At all times material to this Complaint, acting alone or in concert with others,
20 Brandon Frere has formulated, directed, controlled, had the authority to control, or participated
21 in the acts and practices of the Corporate Defendants, including the acts and practices set forth in
22 this Complaint.

23 39. Frere is majority owner of AFBC. He incorporated AFBC in 2011 and has served
24 as the company's CEO, Secretary, CFO, and sole Director since that time. Frere has signed
25 contracts with consumers on behalf of AFBC as a "Managing Director" of the company. As an
26 owner and officer of AFBC, Frere has the authority to control the acts of the company.
27
28

1 40. Frere is majority owner of AmeriTech. He incorporated AmeriTech in
2 2015 and has served as the company’s CEO, Secretary, CFO, and sole Director since that time.
3 As an owner and officer of AmeriTech, Frere has the authority to control the acts of the
4 company.

5 41. Frere is majority owner of FEBC. He incorporated FEBC in 2015 and
6 has served as the company’s CEO, Secretary, CFO, and sole Director since that time. As an
7 owner and officer of FEBC, Frere has the authority to control the acts of the company.

8 42. At all times material to this Complaint, Frere has been a signatory on AFBC’s and
9 AmeriTech’s depository bank accounts.

10 43. In late 2015, Frere submitted an application to the Better Business Bureau serving
11 Northeast California (“BBB”) seeking accreditation for AmeriTech. In June 2016, the BBB sent
12 Frere a letter describing consumer complaints about AmeriTech. Specifically, the BBB told
13 Frere that consumers “have alleged that they are being scammed by AmeriTech” and “allege
14 they were [led] to believe the payments being made to your company were going towards their
15 student loan debt, only to find out later that this was not the case.” The BBB continued to
16 express concerns about AmeriTech’s business practices until June 2017, when AmeriTech
17 informed the BBB that it was closing its office in the Sacramento area.

18 44. As the owner, high-ranking corporate officer, and active participant in the daily
19 activities of the Corporate Defendants, Frere knew the Corporate Defendants’ representations to
20 consumers were false or unsubstantiated, was recklessly indifferent to the truth or falsity of such
21 representations, or was aware of a high probability that the representations were fraudulent and
22 intentionally avoided the truth.

23 **THE FTC ACT**

24 45. Section 5(a) of the FTC Act, 15 U.S.C. §45(a), prohibits “unfair or deceptive acts
25 or practices in or affecting commerce.”

26 46. Misrepresentations or deceptive omissions of material fact constitute deceptive
27 acts or practices prohibited by Section 5(a) of the FTC Act.

28

VIOLATIONS OF THE FTC ACT

Count I

Deceptive Student Loan Debt Relief Representations

1
2
3 47. In numerous instances, in connection with the advertising, marketing, promotion,
4 offering for sale, or sale of student loan debt relief services, Defendants have represented,
5 directly or indirectly, expressly or by implication, that:

- 6 a. Consumers' monthly payments to Defendants would be applied toward
7 consumers' student loans; and
8 b. Consumers were qualified for, or were approved to receive, loan
9 forgiveness or other programs that would permanently lower or eliminate
10 their loan payments or balances.

11 48. In truth and in fact, in numerous instances in which Defendants made the
12 representations set forth in Paragraph 47 of this Complaint, such representations were false or
13 not substantiated at the time Defendants made them.

14 49. Therefore, Defendants' representations as set forth in Paragraph 47 of this
15 Complaint are false or misleading and constitute deceptive acts or practices in violation of
16 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

THE TELEMARKETING SALES RULE

17
18 50. Congress directed the FTC to prescribe rules prohibiting abusive and deceptive
19 telemarketing acts or practices pursuant to the Telemarketing Act, 15 U.S.C. §§ 6101-6108. The
20 FTC adopted the original TSR in 1995, extensively amended it in 2003, and amended certain
21 provisions thereafter. 16 C.F.R. Part 310.

22 51. Defendants are "seller[s]" or "telemarketer[s]" engaged in "telemarketing" as
23 defined by the TSR, 16 C.F.R. §§ 310.2(dd), (ff), (gg). A "seller" means any person who, in
24 connection with a telemarketing transaction, provides, offers to provide, or arranges for others to
25 provide goods or services to a customer in exchange for consideration. 16 C.F.R. § 310.2(dd).
26 A "telemarketer" means any person who, in connection with telemarketing, initiates or receives
27 telephone calls to or from a customer or donor. 16 C.F.R. § 310.2(ff). "Telemarketing" means a
28 plan, program, or campaign which is conducted to induce the purchase of goods or services or a

1 charitable contribution, by use of one or more telephones and which involves more than one
2 interstate telephone call. 16 C.F.R. § 310.2(gg).

3 52. Defendants are sellers or telemarketers of “debt relief services” as defined by the
4 TSR, 16 C.F.R. § 310.2(o). Under the TSR, a “debt relief service” means any program or service
5 represented, directly or by implication, to renegotiate, settle, or in any way alter the terms of
6 payment or other terms of the debt between a person and one or more unsecured creditors,
7 including but not limited to a reduction in the balance, interest rate, or fees owed by a person to
8 an unsecured creditor or debt collector. 16 C.F.R. § 310.2(o).

9 53. The TSR prohibits sellers and telemarketers from requesting or receiving payment
10 of any fees or consideration for any debt relief service until and unless:

- 11 a. The seller or telemarketer has renegotiated, settled, reduced, or otherwise
12 altered the terms of at least one debt pursuant to a settlement agreement,
13 debt management plan, or other such valid contractual agreement executed
14 by the customer;
- 15 b. The customer has made at least one payment pursuant to that settlement
16 agreement, debt management plan, or other valid contractual agreement
17 between the customer and the creditor; and
- 18 c. To the extent that debts enrolled in a service are renegotiated, settled,
19 reduced, or otherwise altered individually, the fee or consideration either:
 - 20 i. Bears the same proportional relationship to the total fee for
21 renegotiating, settling, reducing, or altering the terms of the entire
22 debt balance as the individual debt amount bears to the entire debt
23 amount. The individual debt amount and the entire debt amount
24 are those owed at the time the debt was enrolled in the service; or
 - 25 ii. Is a percentage of the amount saved as a result of the renegotiation,
26 settlement, reduction, or alteration. The percentage charged cannot
27 change from one individual debt to another. The amount saved is
28 the difference between the amount owed at the time the debt was

1 enrolled in the service and the amount actually paid to satisfy the
2 debt. 16 C.F.R. § 310.4(a)(5)(i).

3 54. The TSR prohibits sellers and telemarketers from misrepresenting directly or by
4 implication, any material aspect of any debt relief service, including, but not limited to, the
5 amount of money or the percentage of the debt amount that a customer may save by using the
6 service. 16 C.F.R. § 310.3(a)(2)(x).

7 55. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C. § 6102(c), and
8 Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the TSR constitutes an
9 unfair or deceptive act or practice in or affecting commerce, in violation of Section 5(a) of the
10 FTC Act, 15 U.S.C. § 45(a).

11 **VIOLATIONS OF THE TELEMARKETING SALES RULE**

12 **Count II**

13 **Advance Fee for Debt Relief Services**

14 56. In numerous instances, in connection with the telemarketing of student loan debt
15 relief services, Defendants have requested or received payment of a fee or consideration for debt
16 relief services before:

- 17 a. Defendants had renegotiated, settled, reduced, or otherwise altered the
18 terms of at least one debt pursuant to a settlement agreement, debt
19 management plan, or other such valid contractual agreement executed by
20 the customer; and
21 b. The customer had made at least one payment pursuant to that settlement
22 agreement, debt management plan, or other valid contractual agreement
23 between the customer and the creditor.

24 57. Defendants' acts or practices, as described in Paragraph 56 of this Complaint, are
25 abusive telemarketing acts or practices that violate Section 310.4(a)(5)(i) of the TSR, 16 C.F.R.
26 §310.4(a)(5)(i).
27
28

Count III
Material Debt Relief Misrepresentations

1
2 58. In numerous instances, in connection with the telemarketing of student loan debt
3 relief services, Defendants have misrepresented, directly or indirectly, expressly or by
4 implication, material aspects of their debt relief services, including that:

- 5 a. Consumers' monthly payments to Defendants would be applied toward
6 consumers' student loans; and
7 b. Consumers were qualified for, or are approved to receive, loan forgiveness
8 or other programs that will permanently lower or eliminate their loan
9 payments or balances.

10 59. Defendants' acts and practices, as described in Paragraph 58 of this Complaint,
11 are deceptive telemarketing acts or practices that violate Section 310.3(a)(2)(x) of the TSR, 16
12 C.F.R. § 310.3(a)(2)(x).

CONSUMER INJURY

13
14 60. Consumers have suffered and will continue to suffer substantial injury as a result
15 of Defendants' violations of the FTC Act and the TSR. In addition, Defendants have been
16 unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this
17 Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm
18 the public interest.

THIS COURT'S POWER TO GRANT RELIEF

19
20 61. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant
21 injunctive and such other relief as the Court may deem appropriate to halt and redress violations
22 of any provision of law enforced by the FTC. The Court, in the exercise of its equitable
23 jurisdiction, may award ancillary relief, including rescission or reformation of contracts,
24 restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and
25 remedy any violation of any provision of law enforced by the FTC.

26 62. Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), authorizes this Court
27 to grant such relief as the Court finds necessary to redress injury to consumers resulting from
28

1 Defendants' violations of the TSR, including the rescission or reformation of contracts, and the
2 refund of money.

3 **PRAYER FOR RELIEF**

4 Wherefore, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b),
5 and the Court's own equitable powers, requests that the Court:

6 A. Award Plaintiff such preliminary injunctive and ancillary relief as may be
7 necessary to avert the likelihood of consumer injury during the pendency of this action and to
8 preserve the possibility of effective final relief, including but not limited to, a preliminary
9 injunction, appointment of a receiver, and an asset preservation order;

10 B. Enter a permanent injunction to prevent future violations of the FTC Act and the
11 TSR;

12 C. Award such relief as the Court finds necessary to redress injury to consumers
13 resulting from Defendants' violations of the FTC Act and the TSR, including but not limited to,
14 rescission or reformation of contracts, restitution, the refund of monies paid, and the
15 disgorgement of ill-gotten monies; and

16 D. Award Plaintiff the costs of bringing this action, as well as such other and
17 additional relief as the Court may determine to be just and proper.

18
19
20 Dated: February __, 2018

Respectfully submitted,

21 DAVID C. SHONKA
22 Acting General Counsel

23 _____
24 Sarah Schroeder
25 Roberta Tonelli
26 Evan Rose
27 Boris Yankilovich
28 Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

STUDENT LOAN PAYMENT REDUCTION - PRE-QUALIFICATION NOTICE

[REDACTED]: You have been Pre - Qualified to reduce your student loan payments through the Student Loan Document Preparation and Processing Services Program.

EST. CURRENT LOAN	EST. CURRENT PMT	EST. CURRENT PAYOFF	EST. CURRENT TERM
\$91,000	\$1,110	\$129,220	10-25 YEARS
EST. NEW RATE	EST. NEW PAYMENT	EST. NEW PAYOFF	EST. LOAN SAVINGS
SUBSIDIZED	\$68	\$6,776	\$122,445

Dear **[REDACTED]**,

Your student loan has been identified as eligible for the Student Loan Reform Act which can save you thousands on your current student loans.

You are now eligible to reduce your estimated monthly payments of **\$1,110** down to as low as **\$68** which may save you **\$122,445** over the term of your student loan.

For details about your eligibility please contact one of our representatives TODAY.

Reference #: STLN **[REDACTED]**

Reply by: 12/31/2014

1-888-402-4006

Monday - Saturday
7AM - 6PM PST

1-888-402-4006

Popular Program Benefits:

- No Negative Impact on your credit
- No Program Payments for up to 90 days upon enrollment
- 100% Total Loan Forgiveness based on qualifications

Have this information ready:

Reference #: STLN **[REDACTED]**

We can help with any situation.

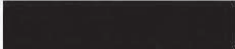
*Terms and Conditions: All program representations are provided for illustration purposes only and based on borrowers with approx. \$91,000 in student loan debt the company has helped. Monthly payment amount and term is subject to individual financial analysis and may be different from example based on programs that are available to borrower through the U.S. Department of Education. AF Student Services provides document preparation and processing services for a fee. This offer is to provide such service and is not sponsored or connected with the government or DOE. All student loan assistance plans are subject to lender approval. This is not nor is AF affiliated with a government agency. Loan forgiveness is based on government regulated qualifications and may apply. This is not a loan. Please direct all questions and inquiries to 1-888-402-4006

Student Loan Payment Reduction Dept.



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PERMIT # 1297

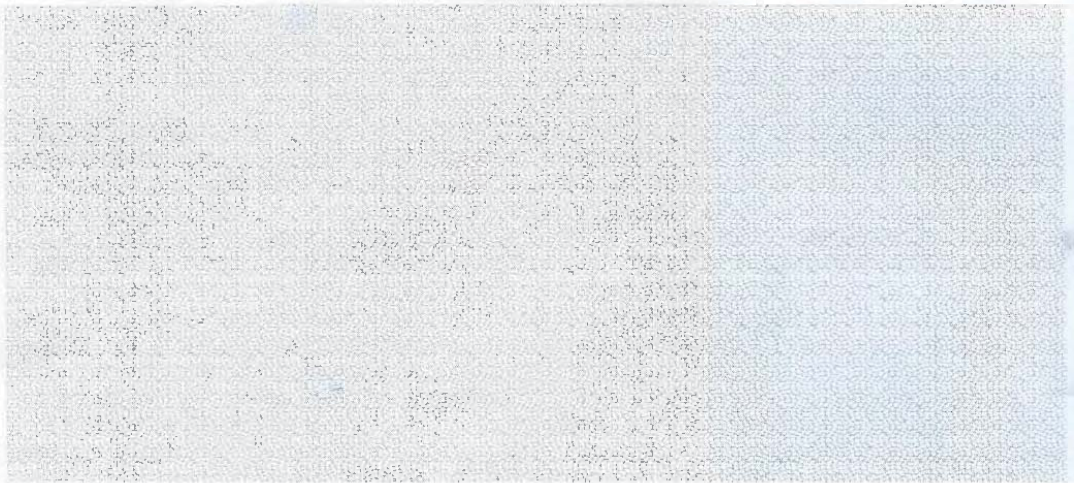
38*1*13599*****3-DIGIT 921



San Diego, CA 92104-3973



Deliver Directly to Addressee
SEE TITLE 18 SEC. 1702- US CODE



ATTENTION: STUDENT LOAN ASSISTANCE AND BENEFITS PROGRAM

Case#: [REDACTED] Residents (please read entire document carefully)

IMPORTANT NOTICE

Dear [REDACTED]

After thorough review of public records, this opportunity has been sent to a select group of [REDACTED] county residents who have been pre-qualified* to finance any and all costs associated with the AFB Student Loan Assistance and Benefits Program from \$300 up to \$600.

Due to the current status of your student loans, your pre-qualification may allow you to reduce your current monthly payments of approximately \$480 down to as low as \$60, and you may also qualify for complete 100% total loan forgiveness with other available programs.

PRE-QUALIFIED* FIXED PAYMENTS & TERMS

Pre-Qualified Candidate:	[REDACTED]	Case No:	[REDACTED]
Estimated Total Debt:	\$40,000	State:	TN
		Status:	OPEN

	Current Plan	Proposed Plan
*Estimated Monthly Payment	\$480	\$60
*Estimated Payoff Term	10 (+) Years	10 (-) Years
*Estimated Payoff Amount	\$58,000	\$7,000



POPULAR BENEFITS †

- No payments for 90 days upon enrollment †.
- **NO NEGATIVE** effect on your credit rating.
- 100% loan forgiveness on some student loans.

This special offer may be good for up to \$51,000.00 in student loan relief and may only be available for a limited time. Take advantage of your pre-qualified status by calling TODAY for your Financial Analysis:

1-888-415-2658




You can choose to stop receiving "pre-screened" offers of credit from this and other companies by calling toll-free 888-567-8688. See the PRESCREEN & OPT OUT NOTICE below for more information about prescreened offers.

PRESCREEN & OPT-OUT NOTICE: This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria including providing acceptable collateral. If you do not want to receive prescreened offers of credit from this or any other companies, call the consumer reporting agencies toll-free, 1-888-567-8688 or visit the website at www.optoutprescreen.com; or write TransUnion Opt-Out Request PO Box 505, Woodlyn, PA 19094-0505, Equifax Options, P.O. Box 740123 Atlanta, GA 30374, Experian Information Systems, Inc., P.O. Box 919, Allen, TX 75013.

***Terms and Conditions:** You are pre-qualified for financing with AFB in conjunction with Orion Acceptance Corp. for a minimum term of 1 payment (30 days) to a maximum of 6 payments (180 days) and minimum loan of \$300 up to a maximum of \$600 at a simple interest rate of 0% for document preparation services. Example: for every \$300.00 financed at 0% for a period of 3 months, your payment will be \$100.00 per month, therefore if you finance \$600 at 6 months, your payment will be \$100.00 per month. You must be at least 21 years of age. AFB, located at 311 Professional Center Dr Suite 200, Rohnert Park, CA 94928 assumes no responsibility for incorrect information provided by the various consumer credit repositories.

†- POPULAR BENEFITS NOT IN CONJUNCTION WITH DAC OFFER OF CREDIT

STUDENT AND LEARNING PERFORMANCE

2014	Important Notice	Case No 
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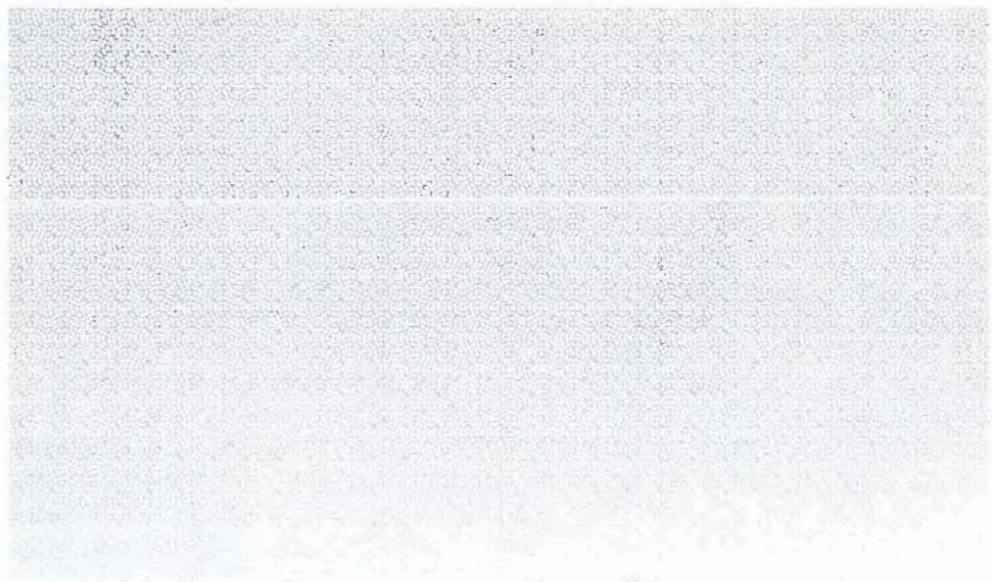


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STUDENT LOAN SERVICES PRE-QUALIFICATION
ADJUSTMENT / DISBURSEMENT DIVISION



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Student Loan Payment Reduction & Forgiveness

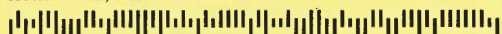
Student Loan Department
1-800-352-6043

Account #: STLN [REDACTED]

RE: Student Loan Payment Reduction & Forgiveness

10*1*2022*****3-DIGIT 330

[REDACTED]
Homestead, FL 33032-5693



ATTENTION: [REDACTED]

We are pleased to inform you that you may now participate in the Student Loan Document Preparation and Processing Services Program. **This program can immediately assist you in potentially saving thousands on your student loans.**

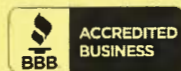
With the implementation of the Health Care and Education Affordability Reconciliation Act of 2010 the U.S Department of Education has adjusted their re-payment policies. You may now be eligible for:

- ✓ Student Loan Payment as low as \$0/ month
- ✓ Loan Forgiveness Programs
- ✓ No Negative Impact on your credit rating
- ✓ No Program Payments for up to 90 days upon enrollment

To process your application today, please contact us at: **1-800-352-6043 Monday - Friday 10am - 9pm EST. Failure to respond to this letter may cancel the offer for services.**

For more details about your eligibility, please contact one of our representatives today and provide your personal **Account Number STLN [REDACTED]**

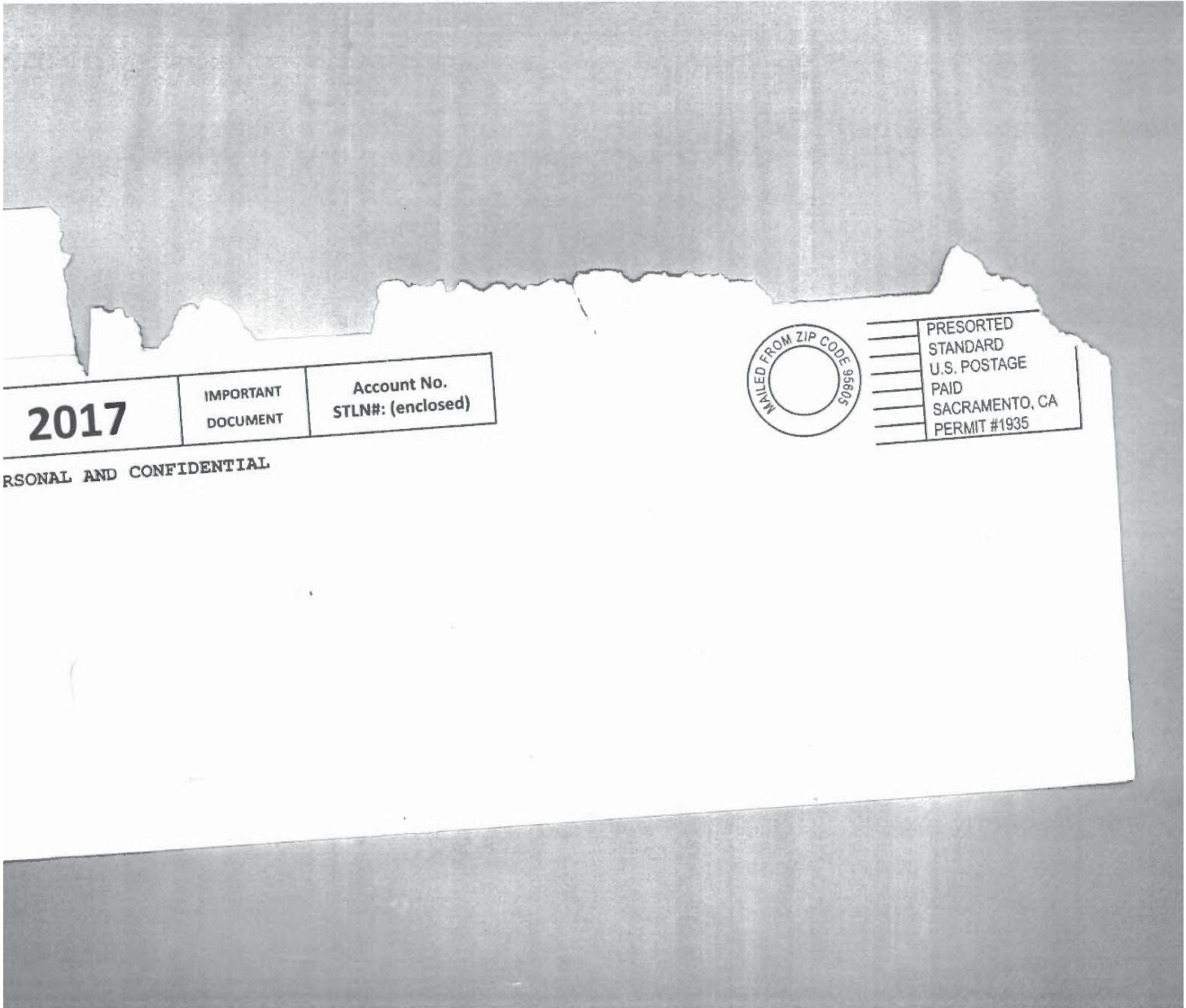
Warm Regards,



Student Loan Department
1-800-352-6043

Account Number: STLN [REDACTED]

Disclaimer and Disclosure: Company is a Better Business Bureau (BBB) accredited business in good standing that holds an A+ rating. We do not assume or pay consumer debts and do not provide tax advice. This is not a loan. Company products and services are optional and mutually exclusive from each other. Read and understand all contract terms prior to enrollment. We have many success stories but cannot guarantee warranty or predict the outcome in any particular situation. There are many government programs available. Company provides document preparation and processing services for a fee. You may be eligible for additional free government services by contacting the Department of Education (DOE). All student loan assistance plans are subject to lender approval. This is not nor is Company affiliated with a government agency. For more information about the program offered please direct all questions and inquiries to: **1-800-352-6043**



2017

IMPORTANT
DOCUMENT

Account No.
STLN#: (enclosed)



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PERMIT #1935

PERSONAL AND CONFIDENTIAL

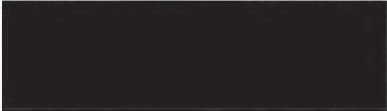
Student Loan Department
866-238-9743

Account #: [REDACTED]

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U.S. POSTAGE
PAID
SACRAMENTO, CA
PERMIT # 1827

RE: Student Loan Payment Reduction & Forgiveness

2*2*562*****3-DIGIT 402



Disclaimer and Disclosure: The Company does not assume or pay consumer debts and does not provide tax advice. This is not a loan. Company provides document preparation and processing services for a fee. Company products and services are optional and mutually exclusive from each other. Read and understand all contract terms prior to enrollment. We have never succeeded in any court proceeding to identify or predict the outcome in any particular situation. There are many free government programs available and you may apply on your own directly with the DOD for its services without fee. We are not authorized or required for use. Our services are intended to make it easier and quicker to complete all application forms for student loan assistance plans are subject to lender approval. This is not for use in connection with a government agency. For more information about the programs offered please direct all questions and inquiries to 866-238-9743.

ATTENTION: [REDACTED]

We are pleased to inform you that you may now participate in the Student Loan Document Preparation & Processing Services Program. This program can immediately assist you in potentially saving thousands on your student loans.

With the implementation of the Health Care and Education Affordability Reconciliation Act of 2010, the U.S Department of Education has adjusted their re-payment policies. You may now be eligible for:

- ✓ \$0/ month Monthly Student Loan Payment
- ✓ No Minimum Income Requirement or Credit Check
- ✓ Loan Forgiveness Programs
- ✓ No Impact on your Credit Rating or Score
- ✓ No Program Payment for up to 90 days

To confirm your eligibility, please contact our Student Loan Department with your account #: [REDACTED]

Toll Free: 866-238-9743

Monday - Friday 10am - 9pm EST

- Inbox (8715)
- Drafts (12)
- Sent
- Archive
- Spam (333)
- Trash
- > Smart Views
- > Folders
- > Recent

AmeriTech Financial Program (3)

People ★

Alayna Miley <alayna.miley@ameritechfinancial.com>

09/01/16 at 3:32 PM ★

To: [REDACTED]@yahoo.com

This message contains blocked images. [Show images](#) [Change this setting](#)

Hello [REDACTED]

I am just following up with you on your interest in us helping you with your student loans. Your current loan balance is \$29,283.00 with interest. It looks like your pay off amount is \$38,600.00 so in the program you will be saving the estimated amount of \$7600. Your quote based on your current situation is \$255 for 1 month then it would drop down to \$235 for an additional 6 months then it will be \$99 for the remainder of your loan term, if your situation stays the same which would be 25 years.

I have included in this email three links below and one with information on the programs and our company with a link to a news article on us, also a link to a speech that Obama made on the programs. Feel free to call me with any questions my direct line is 707-409-3009.

<http://www.ameritechfinancial.com/federal-student-loan-history/>

http://markets.financialcontent.com/my.sacbee/news/read/313_10701/Ameritech_Financial_Representatives_Fully_Certified_Student_Loan_Specialists
<https://youtu.be/1JshWbGyAY>

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Alayna Miley
Account Specialist
AmeriTech Financial
 (800)792-8621 ext. 109
 Direct: 707-409-3009
 Email: alayna.miley@ameritechfinancial.com
<https://goo.gl/1MWAJM>

1101 Investment Blvd. Suite 290
 El Dorado Hills, CA 95762
 Phone: (800) 792-8621 ext.109
 Fax: (866) 818-9026
 Web: www.ameritechfinancial.com

Our Client Promise: 100% Client Satisfaction - 100% of The Time

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DocuSign Envelope ID: [REDACTED]

Financial Education Platinum Member Benefits Program Enrollment & AFBC Financial Success Kit

Congratulations! We are excited that you have taken the first step in improving your finances through our Financial Analysis & Evaluation, AFBC Financial Success Kit, and your enrollment in our Financial Education Platinum Member Benefits Program ("PMBP") because getting the right tools and education will save you time and money. We believe purchasing this Platinum Member Benefits Program and Financial Success Kit is the first step in making a change in your financial life. These Financial tools were built on time-tested strategies, methods, and exercises that we've coupled with our Platinum Member Benefits Program, to help you start saving money today and to give you the greatest opportunity for improving your financial position forever.

Authorization & Refund Policy: I hereby authorize American Financial Benefits Center to debit the credit card(s), or bank account(s) listed below for the amounts stated on the draft dates herein. This authority shall remain in effect until American Financial Benefits Center has received the full purchase amount. If a payment is declined by your credit card company or bank, American Financial Benefits Center may attempt to again process this payment at a later date, typically within 72 hours. No products will be shipped until full payment is confirmed. I, the Buyer, fully understand I am purchasing an American Financial Benefits Center Financial Success Kit and enrolling into the Financial Education Platinum Member Benefits Program through American Financial Benefits Center. All transactions will appear on your credit card, or bank statement(s) as "afbenfitscenter" American Financial Benefits Center offers a 100% Satisfaction Guarantee or your money back for those customers who request in writing within 30 days from the date of purchase. Thereafter customers may also request a refund up to 90 days from the date of purchase however American Financial Benefits Center reserves the right to determine a reasonable refund amount. If you have any questions about your payment, please contact us directly at 1-800-488-1490, or 311 Professional Center Drive 200, Rohnert Park, CA 94928.

Your Platinum Member Benefits Program & American Financial Benefits Center Financial Success Kit Will Include:

- **Online Local Savings** - save money at your favorite local merchants.
- **Everyday Grocery Savings** - \$500 worth of grocery coupons annually!
- **Savers Club** - over 4400 participating lodging properties with up to 50% off room rates, plus receive discounted theme park admission, movie tickets, car rentals, and much more.
- **i-Money Quest** - your personal on-line, interactive financial literacy course.
- **Log Benefits** - get organized and protected by using a family budget worksheet, asset inventory organizer, medical insurance information log, and auto emergency log.
- **Rx Advantage™ Prescription Drug Program*** - receive discounted pricing on generic and brand name prescription medications at participating pharmacies nationwide.
- **Coast to Coast Vision Plan*** - save 30% or more on eyeglasses, contacts, non-prescription sunglasses, PRK and LASIK surgeries at over 12,000 optical service providers nationwide.
- **Key Ring & Luggage Protection** - register and receive personally labeled tags printed with a unique code and shipping address for items to be sent to us free of charge. Once received at our center items will be sent to your registered address, keeping your personal information confidential and your property safe.
- **Auto Buying Service and Maintenance Discounts** - a service designed to help you buy, sell, or trade your new or used vehicle at the right price, thus saving you money. Also, receive special discounts on car repair and maintenance at more than 10,000 service center locations.
- **How To Be The Family CFO** - written by Kim Snider, with answer to this life-changing question.
- **Hard Bound 125 Page Informational Workbook** - to help you regain your financial stability!
- **eGuide access titled "Rebuilding Your Credit"** - here you'll learn the basics on improving your credit.
- **Life changing CD complete with printable forms** - to improve your personal and financial life forever.

Buyer's Full Name : [REDACTED]
 Spouse's Full Name (if applicable) : _____
 Buyer's Best Contact Phone Number : [REDACTED]
 Financial Education Platinum Member Benefits Program Enrollment & American Financial Benefits Center Financial Success Kit Charge: \$ 600

DocuSigned by: [REDACTED] 1/8/2014

 Signature of Buyer Date Signature of Spouse Date

DocuSign Envelope ID: [REDACTED]

Financial Education & Resource Center Program Enrollment & AFBC Student Financial Management Plan

Congratulations! We are excited that you have taken the first step in improving your finances through our Financial Analysis & Evaluation, AFBC Student Financial Management Plan, and your enrollment into our Financial Education and Resource Center Program because getting the right tools and education will save you time and money. We believe that by purchasing this Financial Education and Resource Center Program and Student Financial Management Plan, that you have taken the first steps in making a change in your financial life. These financial tools were built on proven strategies, methods, and exercises that we've coupled with our Financial Education & Resource Center Program, to help you to begin achieving financial independence today and to give you the greatest opportunity for improving your financial position forever.

Authorization & Refund Policy: I hereby authorize American Financial Benefits Center to debit the credit card(s), or bank account(s) listed below for the amounts stated on the draft dates herein. This authority shall remain in effect until American Financial Benefits Center has received the full purchase amount. If a payment is declined by your credit card company or bank, American Financial Benefits Center may attempt to again process this payment at a later date, typically within 72 hours. No products will be shipped or provided until payment is confirmed. I, the Buyer, fully understand I am purchasing an American Financial Benefits Center Student Financial Management Plan and enrolling into the Financial Education and Resource Center Program through American Financial Benefits Center. The company has the right to substitute the primary product(s) with an alternative product(s) of equal value. All transactions will appear on your credit card, or bank statement(s) as "AFBC." American Financial Benefits Center offers a 100% Satisfaction Guarantee or your money back for those customers who request in writing within 30 days from the date of purchase. Thereafter customers may also request a refund up to 90 days from the date of purchase however American Financial Benefits Center reserves the right to determine a reasonable refund amount. If you have any questions about your payment, please contact us directly at 1-800-488-1490, or 311 Professional Center Drive 200, Rohnert Park, CA 94928.

Your Financial Education & Resource Center Program & AFBC Student Financial Management Plan Includes:

- **1-on-1 Program Consultation:** what to expect from our products and services.
- **Access to The Student Loan Financial Education Resource Center:** stay regularly informed of student loan benefits that may be available to you through our online educational resource portal.
- **Access to Ongoing Document Preparation Services:** at your request, we will prepare and submit documents to your student loan service provider on your behalf to reflect any changes in your situation.
- **Access to Official Forms and Documents:** a library of important documents and forms at your fingertips!
- **Access to Dozens of Printable Legal Documents and Templates:** lease agreements, bills of sale, house titles – and much more! You'll receive access to our ever-growing document archive.
- **Resume and Cover Letter Documentation:** several professional resume and cover letter templates are at your disposal, helping you to be even more competitive in the job market.
- **Tools for Keeping a Budget:** You'll receive access to the budgetary tools that cater most to your lifestyle.
- **Access to Dozens of Informational & Useful Web links:** From legal document databases to tax and mortgage calculators, this interactive forum will allow you to access useful resources that will help to simplify your life.
- **Financial Calculators:** Taxes, insurance, credit card payments, and much more!
- **Hard Bound Three-Part Student Financial Management Book Series:** From your initial application, all the way to your last payment, you will know everything there is to know about student loans. Includes application instructions, every student loan bylaw, and techniques on how to properly manage your situation.
- **Three-Disc CD Video Compilation:** Hours of how-to video's teaching you the intricacies of federal student loans, budgeting for yourself and your family, and tips on how to properly save and invest your money!
- **Do-It-Yourself Printable Forms CD:** Everything you need in one place.

Buyer's Full Name : _____ [REDACTED]

Spouse's Full Name (if applicable) : _____

Buyer's Best Contact Phone Number : _____ [REDACTED]

AFBC Financial Education & Resource Center Program Enrollment & AFBC Student Financial Management Plan Charge: _____ &' .*

<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">DocuSigned by:</div> <div style="background-color: black; width: 100px; height: 15px; margin-left: 5px;"></div> </div>	&' '\$' %&*		
<i>Signature of Buyer</i>	<i>Date</i>	<i>Signature of Spouse</i>	<i>Date</i>

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Financial Education Benefits Center Program Enrollment and Student Loan Financial Education Kit Agreement

Congratulations! We are excited that you have taken the first step in improving your finances through our Financial Analysis & Evaluation, Student Loan Financial Education Kit and your enrollment into the Financial Education Benefits Center Program because getting the right tools and education will save you time and money. We believe that by purchasing the Financial Education Benefits Center Program and Student Loan Financial Education Kit, you have taken the first steps in changing your financial life. These financial tools and benefits were built on proven strategies, methods, and exercises that we have coupled with the Financial Education Benefits Center Program to help you begin achieving financial independence today and give you the greatest opportunity for improving your financial position forever.

This Financial Education Benefits Center Program and Student Loan Financial Education Kit Agreement which includes a personal financial budgetary analysis, access to the Financial Education Benefits Center portal, access to official forms and useful documents, access to printable legal documents and templates, resume and cover letter documentation, tools for keeping a budget, access to dozens of educational and useful web links, access to useful financial calculators, three part Student Loan Financial Education Kit how to book series, electronic educational video compilation, do it yourself printable forms, outside tax preparation and assistance, Life Lock identity theft protection, a Better World Club Express Road Service membership, everyday discount benefits solutions, as well as credit repair assistance through the Credit Pros International, (sometimes collectively referred to as the "Membership Plan") is entered into on the date shown below between The Financial Education Benefits Center ("FEBC") and the member shown below ("Member").

FEBC provides products and services related to consumers seeking to understand and improve their finances. FEBC is a private company, not affiliated with any government agency and is not a law firm. It assists members understand matters affecting their finances through individual support and educational services and provides membership benefits as listed below. In exchange for its fees for services as described herein, FEBC will provide the following products and continuous services as part of its Financial Education Benefits Center Program and Student Loan Financial Education.

Client Information

Client Full Name: [REDACTED]

Client Best Contact Phone Number: [REDACTED]

Client Best Mailing Address: [REDACTED]

Your Financial Education Benefits Center Program & Student Loan Financial Education Kit Summary:

One on One FEBC Program Consultation: we provide an explanation of what to expect from our products and services and how to access your benefits and program through our customized web portal.

Access to The Financial Education Benefits Center Program Online Portal: you will stay regularly informed of student loan benefits available to you through our online educational resource portal and access points.

FEBC Personal Financial Budgetary Analysis: through our financial analysis and evaluation we help you create and follow a personal financial budget to assist you in getting on track and understanding your income and expenses and where you might need help.

Access to Official Forms and Useful Documents: a library of important documents and forms at your fingertips, for use in your day to day transactional matters.

Access to Dozens of Printable Legal Documents and Templates: lease agreements, bills of sale, house titles – and much much more. You'll receive access to our ever-growing document archive that will become a valued resource for you when you need it.

Resume and Cover Letter Documentation: several professional resume and cover letter templates are at your disposal, helping you to be even more competitive in the job market.

Copyrighted Three Part Student Loan Financial Education Kit How To Educational Book Series: explains the ins and outs of student loans and includes important application instructions, every student loan bylaw and techniques on how to properly manage your own student loan situation yourself. A complete do-it yourself solution to handling student loans.

Tools for Keeping a Budget: you will receive access to the budgetary tools that cater most to your lifestyle and will help you to save money through leveraging your income over your expenses.

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Access to Dozens of Educational & Useful Web links: from legal document databases to tax and mortgage calculators, this interactive forum will allow you to access useful resources that will help to simplify your life.

Financial Calculators: provides financial calculations pertaining to different financial matters arising in your life such as; taxes, insurance, credit card payments, and much more.

Copywrited Three Part Student Loan Financial Education Kit How To Educational Book Series: explains the ins and outs of student loans and includes important application instructions, every student loan bylaw and techniques on how to properly manage your own student loan situation yourself. A complete do-it yourself solution to handling student loans.

Electronic Educational Student Loan Video Compilation: hours of how to videos teaching you the intricacies of federal student loans, budgeting for yourself and your family, and tips on how to properly save and invest your money.

Do It Yourself Printable Forms: Everything you need in one place. Our forms are categorized as Business and Personal Finance (statement templates/calculators), Employment, Government Contracting (RFQs, NDA templates), Lease Agreement templates, Small Business, State Tax Forms, and Student Loans forms for your use.

The Membership Plan also includes the following services and/or memberships from third parties:

Tax Preparation Services: FEBC will pay a third party company to prepare and file one or all of the following tax documents for you, individually: (1) individual tax return; (2) Schedule C; (3) Schedule D; (4) k-1; and (5) one extension.

Life Lock Identity Theft Protection: receive identity threat detection alerts, lost wallet protection and less junk mail by utilizing this valuable service.

Better World Club Express Road Service: One of the nation's most prominent roadside assistance providers, Better World Club connects it members with over 40,000 service providers nationwide and provides essential roadside assistance services such as towing, battery jumpstart, flat tire change, lockout service, fuel delivery, and winching, along with offering thousands of additional discounts for hotels, car rentals, and more.

Credit Repair Assistance through The Credit Pros International: each active Member will be entitled to an initial one-on-one credit audit and consultation free of charge to assess your credit repair needs as well as receive a deep, 40% discount for monthly services. This is a huge value for all your credit repair needs. You will have direct access to our third party affiliate company, The Credit Pros International, to help you in achieving the highest credit rating possible.

FEBC Everyday Discount Benefits Solutions: you will receive access to a wide variety of discount and savings plans that you can use to save money on your normal day to day purchases. These benefits include medical and wellness discounts, food and grocery savings, entertainment discounts, twenty four hour Telemedicine through AmeriDoc, and many more opportunities to keep more money in your pocket each month.

Authorization Fees for Membership Plan & Refund Policy. Subject to the Terms and Conditions of this Agreement and the description above, the purchaser of the Financial Education Benefits Center Program and Student Loan Financial Education Kit (the "Member") hereby authorizes Financial Education Benefits Center to debit the dedicated account listed below a onetime enrollment fee of \$100.00 for the membership plan. The total charge for the fixed term of 12 months of access to the membership plan benefits is \$1,188.00. Thereafter, Member will continue to be automatically charged \$99.00 per month as a month to month renewal fee until such time as Member terminates the membership plan or unless FEBC provides written notice to Member at the address listed on the accompanying credit card/ACH authorization that it is changing the monthly dues. The enrollment fee and all membership dues are subject to applicable state sales tax and monthly dues may be increased upon thirty (30) days written notice to member at the address listed below (or as later amended by Member) after the first year. The Membership Plan shall be automatically renewed on a month to month basis until cancelled by the Member. Should Member desire to cancel his/her membership, Member must provide written notice of your cancellation request at least ten (10) business days prior to the next scheduled draft date or else Member will be charged an additional month's membership payment. If a payment is declined by Member's bank or dedicated account provider, Financial Education Benefits Center may attempt to again process this payment at a later date, typically within 72 hours. No products will be shipped or services provided until payment is confirmed. Member fully understands that Member is purchasing a Financial Education Benefits Center Student Loan Financial Education Kit and enrolling into the Financial Education Benefits Center Program through Financial Education Benefits Center. The program includes monthly membership programs offered and provided exclusively by outside companies including, but not limited to, outside tax preparation services, Life Lock identity theft protection, Better World Club Express Road Service membership, FEBC everyday discount benefits solutions, and The Credit Pros International. FEBC has the right to substitute the primary product(s) with an alternative product(s) of equal value. All transactions will appear on Member's bank statement(s) as "FEBC." Financial Education Benefits Center offers a 100 percent satisfaction guarantee or money back for those members who request in writing within 30 days from the date of purchase. Thereafter members may also request a refund from the date of purchase. However, Financial Education Benefits Center reserves the right to determine a reasonable refund amount. If Member has any questions about Member's payment or wishes to terminate this

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agreement. Member may contact Financial Education Benefits Center directly at 1-800-953-1388 extension 0, or 5880 Commerce Blvd Suite 105, Rohnert Park, CA 94928.

Terms and Conditions of Agreement¹

Aside from its personal one on one consultation, FEBC provides an online portal to give visitors a general understanding of the law, financial/budgetary matters, resume building, and official and legal forms and to provide an automated software solution to individuals who choose to prepare their own legal/financial/business-related documents. The portal and other included services referenced above include general information on commonly encountered legal, financial and business issues. FEBC and its Services are not substitutes for the advice of attorneys and financial/tax professionals. The membership plan also includes outside tax preparation services, Life Lock identity theft protection, Better World Club Express Road Service membership, and FEBC everyday discount benefits solutions, and The Credit Pros International ("Separate Services"). The provisions of the Separate Services are the responsibility of those respective companies.

FEBC strives to keep its legal/business documents accurate, current and up-to-date. However, because the law changes rapidly, FEBC cannot guarantee that all of the information on the portal is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. The law is a personal matter, and no general information or legal tool like the kind FEBC provides can fit every circumstance. Furthermore, the legal information contained on the portal is not legal advice and is not guaranteed to be correct, complete or up to date. Therefore, if you need legal advice for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney in your area. Similarly, if you need specific financial advice concerning taxes, insurance, mortgages, etc. you need to obtain the advice of professionals in such matters.

1. Privacy Policy. FEBC respects your privacy and permits you to control the treatment of your personal information. A complete statement of FEBC's current Privacy Policy is contemporaneously being provided to you and is expressly incorporated into this Agreement by reference.

2. Ownership. The portal is owned and operated by FEBC. All right, title and interest in and to the materials provided on portal, including but not limited to information, documents, logos, graphics, sounds and images (the "Materials") are owned either by FEBC or by FEBC's respective third party authors, developers or vendors ("Third Party Providers"). Except as otherwise expressly provided by FEBC, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on the portal shall be construed to confer any license under any of FEBC's intellectual property rights, whether by estoppel, implication or otherwise. FEBC does not sell, license, lease or otherwise provide any of the Materials other than those specifically identified as being provided by FEBC. Any rights not expressly granted herein are reserved by FEBC. Any reference to the products and services of third party vendors such as outside tax preparation services, Life Lock identity theft protection, Better World Club Express Road Service membership, and FEBC everyday discount benefits solutions, and The Credit Pros International does not belong to FEBC. FEBC has limited rights to sell such services.

3. Limited Permission to Download. FEBC hereby grants you permission to download, view, copy and print the Materials on any single, stand-alone computer solely for your personal, informational, non-commercial use provided that (i) where provided, the copyright and trademark notices appearing on any Materials not be altered or removed, (ii) the Materials are not used on any other website or in a networked computer environment and (iii) the Materials are not modified in any way, except for authorized editing of downloadable forms for personal use. This permission terminates automatically without notice if you breach any of the terms or conditions of this Agreement. On any such termination, you agree to immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on the portal may violate copyright laws, trademark laws, laws of privacy and publicity and communications regulations and statutes.

4. Links to Third Party Sites. This Site and Applications may contain links to websites controlled by parties other than FEBC (each a "Third Party Site"). FEBC works with a number of partners and affiliates whose sites are linked with FEBC. FEBC may also provide links to other citations or resources with whom it is not affiliated. FEBC is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Site, any website accessed from a Third Party Site or any changes or updates to such sites. FEBC makes no guarantees about the content or quality of the products or services provided by such sites and companies that operate them. FEBC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by FEBC of the Third Party Site, nor does it imply that FEBC sponsors, is affiliated or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links.

¹ In these Terms and Conditions of Agreement, the words "you" and "your" refer to each Member as described above. "We", "us", and "our" refer to Financial Resource Service Center.

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You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that FEBC is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site.

5. Use of our Legal Forms. On our portal and through certain partners, we offer self-help "fill in the blank" forms. You understand that your purchase of these services, downloading, and/or- using form documents is neither legal advice nor the practice of law, and that each form and any applicable instructions or guidance is not customized to your particular needs.

License to Use.

FEBC grants you a limited, personal, non-exclusive, non-transferable license to use our forms (the "Forms") for your own personal, internal business use, or if you are an attorney or professional, for your client. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Forms in any manner, except for modifications in filling out the Forms for your authorized use. You shall not remove any copyright notice from any Form.

Resale of Forms Prohibited.

By downloading Forms, you agree that the Forms may only be used by you for your personal or business use or used by you in connection with you or your client and may not be sold or redistributed without the express written consent of FEBC.

6. Use of Third Party Services. Your membership plan includes monthly memberships and services with third party companies who are responsible for providing their services under their own plans. You understand that if you have any issues with their services, such matters should be addressed directly with the company responsible for the provision of such services.

7. DISPUTE RESOLUTION BY BINDING ARBITRATION.

Important Limitation on Consumer Rights - Mandatory Arbitration Requirement – Please read carefully: In the event of **any controversy, claim or dispute between the parties arising out of or relating to this agreement** or the breach, termination, enforcement, interpretation, conscionability or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, **shall be determined by arbitration in Sonoma County, California or in the county in which the consumer resides, in accordance with the Laws of the State of California for agreements to be made in and to be performed in California.** The parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. **The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.** Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost (not attorneys' fees) of arbitration equally. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Binding Arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. This section and the arbitration requirement shall survive any termination. **OPT-OUT PROCESS:** You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within thirty (30) calendar days of the date of this Agreement at the following address: FEBC, Attn: Customer Service, 5880 Commerce Blvd 105 Rohnert Park, CA 94928. Your written notice must include your name, address, the date of this Agreement, and a signed statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Agreement.

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8. NO WARRANTY. THE ONE-ON ONE CONSULTATIONS, THE PORTAL, APPLICATIONS, AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE PORTAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, FEBC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT CONCERNING ALL MEMBERSHIP BENEFITS FOUND WITHIN THE PORTAL AND THOSE SEPARATE SERVICES OUTSIDE OF THE PORTAL, INCLUDING, BUT NOT LIMITED TO, OUTSIDE TAX PREPARATION SERVICE, LIFELOCK MEMBERSHIPS, BETTER WORLD CLUB ROAD SERVICE MEMBERSHIPS, CREDIT REPAIR ASSISTANCE FROM THE CREDIT PROS INTERNATIONAL AND FEBC EVERYDAY DISCOUNT BENEFITS SOLUTIONS.

FEBC MAKES NO WARRANTY THAT: (A) THE PORTAL, APPLICATIONS, THE MATERIALS, OR THE SEPARATE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE PORTAL, APPLICATIONS, THE MATERIALS, OR THE SEPARATE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PORTAL, APPLICATIONS, OR ANY MATERIALS OFFERED THROUGH THE PORTAL OR APPLICATIONS, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PORTAL, APPLICATIONS, THE MATERIALS, OR THE SEPARATE SERVICES OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY MATERIALS THROUGH THE USE OF THE PORTAL IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. FEBC SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE.

NOTWITHSTANDING THE ABOVE, FEBC OFFERS A 30 DAY SATISFACTION GUARANTEE.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION. EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD FEBC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF FEBC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF FEBC, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. Compliance with Intellectual Property Laws. When accessing FEBC or using the FEBC portal as part of the Financial Education Benefits Center Program and Student Loan Financial Education Kit, you agree to obey the law and you agree to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright, trademark and other intellectual property ownership. You agree not to upload, download, display, perform, transmit or otherwise distribute any information or content in violation of any third party's copyrights, trademarks or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit or that is provided or transmitted using your FEBC user account.

11. Entire Agreement. By virtue of Member's signature below, Member acknowledges that he/she has read, understands and agrees to every term, covenant and condition of this Agreement and that he/she has received a true and complete copy hereof, effective on the date below. This agreement is the only agreement between the parties and there is no other collateral agreement (oral or written) between the parties in any manner relating to the subject matter of this agreement. If any portion of this agreement is held to be invalid or unenforceable, the remaining provisions will remain in effect. The

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parties mutually understand and agree that a facsimile copy signature or an electronic signature on this agreement shall be deemed an original for all lawfully enforceable purposes.

12. Cancellation Policy. Member may cancel this contract within thirty (30) days of signing and receive a full refund for all products and services purchased. Thereafter, Member may also request a refund from the date of purchase. However, FEBC reserves the right to determine a reasonable refund amount.

Terms of Agreement for Payment:

Financial Education Benefits Center, located at 5880 Commerce Blvd Suite 105, Rohnert Park, CA 94928, is authorized to deduct a scheduled payment from Member's chosen dedicated account as specified below. In the event that Member's draft is returned unpaid for any reason, Member agrees to pay all past due balances immediately and the current month's payment amount. The date of the draft is listed above, however if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. The company has the right to substitute the primary product(s) with an alternative product(s) of equal value. This authority will remain in effect until Financial Education Benefits Center is notified by Member in writing by either email to; support@febcp.com or by fax to 1-866-936-0795 at least ten (10) business days prior to the next scheduled draft date. For questions regarding your payment, you may also contact us directly at 1-800-953-1388 extension 0. No other forms of cancellation by Member will be honored. The reversal of funds from a Member's account that was drafted in error cannot be made until seven business days from the draft date. The Member agrees to waive all rights of reversal or refusal of any payment on any draft that Financial Education Benefits Center may make against the dedicated account during the time Member is actively enrolled. The Member agrees with all of the provisions and conditions outlined herein. The Member further agrees to hold Financial Education Benefits Center, its directors, employees, officers, and its agents harmless from any damages that may occur or arise from and within the entirety of this agreement. Financial Education Benefits Center will not be responsible for any fees your financial institution may assess should a draft be returned for insufficient funds.

Financial Education Benefits Center Monthly Program Enrollment Payment Summary Information

Dedicated Savings Account: Member understands that Member is solely in control of all savings funds for the purpose of paying the fees due for the Membership Plan. Member will designate an account for program savings funds and such dedicated account is independent from FEBC. Member selects:

FDIC Insured Bank thru Global Client Solutions, LLC

Another account of Member's choosing

ACKNOWLEDGMENT

As indicated by my signature below, I acknowledge that I have read, understand and agree to the terms and conditions of the Financial Education Benefits Center Program and Student Loan Financial Education Kit (the "Membership Plan"), including the Terms of Agreement for Payment.

Member Name: [REDACTED] Executed On this Date: 1/8/2016

Member Signature: [REDACTED] Date of Birth: [REDACTED]

Driver License Number: [REDACTED] Social Security Number: [REDACTED]

For: Financial Education Benefits Center ("FEBC")

By: *Jennifer Martinez*
Title: Administrative Representative

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Financial Education Platinum Member Benefits Program Recurring ACH Authorization Form

By my signature below, I authorize and permit American Financial Benefits Center to initiate electronic funds transfer via Automated Clearing House system (ACH) from my account listed below, for the Financial Education Platinum Member Benefits Program payment amount listed below.

Account Holder's Full Name:	[Redacted]
Mailing Address:	[Redacted]
Mailing City, State, Zip:	[Redacted]
Monthly Payment Due Amount:	\$49.70
Name of Bank:	[Redacted]
Bank Routing Number (9 digits):	[Redacted]
Bank Account Number:	[Redacted]
First Monthly Draft Date:	09/30/14
Monthly Draft Day:	30th

Terms of Agreement:

American Financial Benefits Center, located at 311 Professional Center Drive 200, Rohnert Park, CA 94928, is authorized to deduct a scheduled payment from Client's checking or savings account from the bank listed above, if necessary American Financial Benefits Center may make adjustments if errors have occurred during transaction. In the event that Client's draft is returned unpaid for any reason, Client agrees to pay all past due balances immediately, in addition to a \$5.00 administrative fee, and the current months payment amount. The date of the draft is listed above, however if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until American Financial Benefits Center is notified by Client in writing by either email to; pnihp@afbcenter.com or by fax to 707-897-3000 at least 10 business days prior to the next scheduled draft date. See the attached notice of cancellation form for an explanation of this right. For questions regarding your payment, you may also contact us directly at 1-800-488-1490. No other forms of cancellation by Client will be honored. This agreement may become void at the option of American Financial Benefits Center at any-time. The reversal of funds from a Client's account that was drafted in error cannot be made until seven business days from the draft date. The Client agrees to waive all rights of reversal or refusal of any payment on any draft that American Financial Benefits Center may make against the Client's bank account during the time Client is actively enrolled. The Client agrees with all of the provisions and conditions outlined herein. The Client further agrees to hold American Financial Benefits Center, its directors, employees, officers, and its agents harmless from any damages that may occur or arise from and within the entirety of this agreement. American Financial Benefits Center will not be responsible for any fees your financial institution may assess should a draft be returned for insufficient funds.

By my signature below I acknowledge that I have read, understand and agree to the terms of this document titled "Financial Education Platinum Member Benefits Program Recurring ACH Authorization Form."

[Redacted Signature]	4/23/2014
<i>Account Holder's Authorized Signature</i>	<i>Date</i>

Please retain a copy of this document as your receipt

<https://www.docusign.net/Signing/RasterizerImage.aspx?p=22&d=96&pid=7835407d-20...> 11/14/2015

DocuSign Envelope ID: [REDACTED]

Records Code: HDFRB-XFRB



GENERAL FORBEARANCE REQUEST William D. Ford Federal Direct Loan Program

OMB No. 1845-0031
Form Approved
Exp. Date 12/31/2015

GFB

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document will be subject to penalties which may include fines, imprisonment, or both, under the U.S. Criminal Code and 26 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information

Check this box if any of your information has changed

SSN: [REDACTED]
Name: [REDACTED]
Address: [REDACTED]
City, State, Zip Code: [REDACTED]
Telephone - Primary: [REDACTED]
Telephone - Alternate: [REDACTED]
E-mail Address (Optional): [REDACTED]

SECTION 2: FORBEARANCE REQUEST

Before completing this form, carefully read the entire form, including the instructions and other information in Sections 3, 4, and 5.

I am unable to make my current Direct Loan payments due to a temporary hardship. I am requesting this forbearance because I am experiencing a temporary hardship related to one of the following situations (check one):

- Financial difficulties
- Change in employment
- Medical circumstances
- Other (explain): _____

If this forbearance request is approved, I want to (check one):

- Temporarily stop making payments, or
- Temporarily make smaller payments of \$ _____ per month.

If this forbearance request is approved, I am requesting that the U.S. Department of Education (ED) grant a forbearance on my loan(s) beginning (MM-DD-YYYY):

04/23/2014 and ending (MM-DD-YYYY): 08/30/2014 for a period not to exceed 12 months

SECTION 3: BORROWER/ENDORSER UNDERSTANDINGS AND CERTIFICATIONS

I understand that the following terms and conditions apply to this forbearance request:

- (1) ED will not grant this forbearance request unless this form is completed and any required supporting documentation is provided.
- (2) ED may grant a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my forbearance request. ED will not capitalize interest that accrues during this forbearance.
- (3) If I am past due on payments not covered by this forbearance, ED may grant an additional forbearance on my loan(s) to resolve all payments due when my request is processed, and all unpaid interest may be capitalized.
- (4) At the end of the forbearance, I may apply to renew the forbearance if I am still experiencing a financial hardship.
- (5) I will continue to receive billing statements for my current payment amount, which I must pay until I am notified by my servicer that my forbearance request has been granted.
- (6) During the forbearance period, I am not required to make payments of loan principal and interest, but interest will be charged on all of my loans.
- (7) If I requested to temporarily stop making payments, I will receive an interest notice, and I may pay the interest at any time. If I do not pay the interest that accrues on my loan(s), it will be capitalized at the end of the forbearance period.
- (8) If I requested to temporarily make smaller payments, I will receive a monthly notice for the requested payment amount until the forbearance ends, and any unpaid interest that has accrued during the period will be capitalized at the end of the forbearance period.

I certify that:

- (1) The information I have provided on this form is true and correct.
- (2) I will provide any additional documentation to ED, as required, to support my continued forbearance status.
- (3) I will notify ED immediately when the condition that qualified me for the forbearance ends.
- (4) I agree to repay my loan(s) according to the terms of my promissory note, regardless of whether the forbearance is granted.

I authorize the entity to which I submit this request (i.e., the school, the lender, the guaranty agency, ED, and their respective agents and contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the number that I provide on this form or any future number that I provide for my cellular telephone or other wireless device using automated dialing equipment or artificial or prerecorded voice or text messages.

BORROWER'S OR ENDORSER'S SIGNATURE: [REDACTED]

DATE: 4/23/2014

DocuSign Envelope ID: [REDACTED]



AUTHORIZATION FOR RELEASE OF INFORMATION

Records Code: BF10C - XBCR
 Form Code: FD - TPRM
 Version Date: 03/01/10

PERM

Complete this application and return it to FedLoan Servicing to allow the person(s) stated below to have access to all data contained in your FedLoan Servicing-administered loan record for the purposes of assisting you in resolving FedLoan Servicing related issues.

SECTION 1: BORROWER IDENTIFICATION	
Name [REDACTED]	SS# [REDACTED]
Account Number [REDACTED]	
SECTION 2: THIRD PARTY IDENTIFICATION	
PARTY 1:	
Name American Financial Benefits Center, Inc.	Relationship Non-Relative
Street Address 311 Professional Center Drive, Suite 200	
City rohnert Park	State CA Zip Code 94928
Telephone (800) 488-1490	
PARTY 2:	
Name N/A	Relationship
Street Address	
City State Zip Code	
Telephone ()	
SECTION 3: BORROWER AUTHORIZATION / SIGNATURE	
<p>I hereby authorize FedLoan Servicing to release information about my account, including personally identifying information and my relationship with FedLoan Servicing to the individual(s) listed above. I understand and agree that by authorizing FedLoan Servicing to release any and all information to the individual(s) named and listed above, I assume full responsibility for the named individual(s) having access to any information maintained by FedLoan Servicing relating to me. It is my responsibility and not that of FedLoan Servicing to revoke my authorization(s) if at any time I no longer wish to authorize FedLoan Servicing to release information about me to the individual(s) designated above. I acknowledge that this authorization allows the named individual(s) to obtain any/all data / information contained in my FedLoan Servicing-administered student aid record. I hereby expressly agree that FedLoan Servicing shall not be responsible for any damages in any form so arising that I may incur related to my authorization(s) of FedLoan Servicing to release information to the individual(s) listed above. Completion of this form also provides permission to accept information concerning changes to my address and/or telephone number from the individual(s) listed above. This authorization does not apply to the release of information about me through FedLoan Servicing's website and online functionality. This authorization does not release me from my obligation to make payments under my loan(s).</p>	
X [REDACTED]	4/23/2014
Borrower's Signature	Date

Return Completed Form To:

FedLoan Servicing • P.O. Box 69184 • Hamsburg PA 17106-9184
 Fax: 717-720-1628

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DocuSign Envelope ID: [REDACTED]

PHEAA

Creating Access to Education
Pennsylvania Higher Education Assistance Agency

**AUTHORIZATION FOR RELEASE OF INFORMATION PERTAINING
TO PHEAA - ADMINISTERED EDUCATION LOAN(S)**

Instructions: Complete this form and return it to the Pennsylvania Higher Education Assistance Agency (PHEAA) to allow access to all data contained in your PHEAA-administered education loan record by the person(s) listed herein for the purpose of assisting you in resolving PHEAA-related issues.

BORROWER	
Print Name of Borrower	[REDACTED]
Account Number of Borrower	[REDACTED]

**THIRD PARTY AUTHORIZATION FOR RELEASE OF INFORMATION
PERTAINING TO PHEAA - ADMINISTERED EDUCATION LOANS**

I hereby authorize the Pennsylvania Higher Education Assistance Agency, also conducting operations as American Education Services (PHEAA) to release information about my account, including personally identifying information and my relationship with PHEAA to the individual(s) below. I understand and agree that by authorizing PHEAA to release any and all information to the individual(s) named and listed below, I assume full responsibility for the named individual(s) having access to any information maintained by PHEAA relating to me. It is my responsibility and not that of PHEAA to revoke my authorization(s) if at any time I no longer wish to authorize PHEAA to release information about me to the individual(s) designated below. I acknowledge that this authorization allows the named individual(s) to obtain any/all data/information contained in my PHEAA-administered student aid record. I hereby expressly agree that PHEAA shall not be responsible for any damages in any form so arising that I may incur related to my authorization(s) of PHEAA to release information to the individual(s) listed below. Completion of this form also provides permission to accept information concerning changes to my address and/or telephone number from the individual(s) identified below. This authorization does not apply to the release of information about me through PHEAA's website(s) and online functionality. This authorization does not release the borrower from his/her obligation to make payments under their loan(s).

Name American F. Benefits Ctr <small>(Please Print)</small>	Relationship Non-Relative
Date of Birth MM/DD/YYYY	Phone (800) 488-1490
Address 311 Professional Center Drive Rohnert Park, CA 94928	
Name N/A	Relationship
Date of Birth MM/DD/YYYY	Phone
Address	

BORROWER SIGNATURE	
Signature of Borrower	Date 4/23/2014

Return this completed form to: AES/PHEAA
Loan Servicing
P.O. Box 2461
Harrisburg, PA 17105-2461
or send facsimile to (717) 720-3916

DocuSign Envelope ID: [REDACTED]

WILKES BARRE PA 18775-9500
P.O. BOX 9500
WILKES BARRE PA 18775-9500

(800) 272-5543

Account Number: [REDACTED]

Dear [REDACTED]

You've recently contacted us asking that we release information to an individual that is not listed on your account. In order to process this, we need your written authorization.

Keep in mind, because we must verify and document the party's relationship to you, the person must be able to provide us with your name, your account number or at least five sequential digits of your Social Security number or other specific information regarding the request that's consistent with what's noted in the loan(s) history that he/she is referencing. In addition, the individual will need to provide **two** of the following items:

- Your date of birth
- Your telephone number
- Your home address
- Your email address

By completing and submitting the form below, you're authorizing us to release all information regarding your education loan account to another person or organization via letters, internet or telephone.

Please return your completed form to us by faxing it to 800-848-1949 or mailing it to the address listed above.

You are under **no** obligation to submit the form. It's important to note that although you may authorize us to release information to others, the obligation to repay the loan remains the responsibility of you and your cosigner (if applicable).

Who do you share my information with now?

We're currently authorized by law to provide information concerning your education loan account to your school, the agency that guarantees your loan(s), and the Department of Education (for any federal loans).

Questions? You're welcome to visit us online at SallieMae.com, or call us toll free at 888-2-SALLIE (888-272-5543). We're here to help you Monday - Thursday 8 a.m. to 9 p.m., and Friday 8 a.m. to 8 p.m., ET.

As your saving, planning, and paying for education partner, we appreciate the opportunity to serve you.

Sincerely,

Sallie Mae Customer Service

*Information included in this letter is for the loan(s) listed on the following page(s).

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----- INFORMATION RELEASE FORM -----

I authorize Sallie Mae to release information about my current and any future educations loans serviced by Sallie Mae, orally, in writing, and/or electronically to:

(Please print or type)

American Financial Benefits Center, Inc.	1-800-488-1490
Name	Telephone Number
311 Professional Center Dr. #200	Rohnert Park, CA, 94928
Address	City State Zip
<small>DocuSigned by</small> [REDACTED]	4/23/2014
Borrower Signature	Date
< Borrower Name > [REDACTED]	

This letter was downloaded from SallieMae.com on the date noted at the top of the letter. Please note that this version may be slightly different than the letter you may have received by USPS or email.

<https://www.docusign.net/Signing/RasterizerImage.aspx?p=10&d=96&pid=11852a08-64...> 11/14/2015

DocuSign Envelope ID: [REDACTED]



311 Professional Center Drive #200
Rohnert Park, CA 94928

Main Telephone: (800) 488-1490
Fax: (888) 334-6281, 707-897-3000
Website: www.afbcenter.com
Documents: income.doc@afbcenter.com
E-mail: info@afbcenter.com

Name: [REDACTED]
Address: [REDACTED]
City, State, Zip [REDACTED]

Client #(STLN):
Home Phone: [REDACTED]
Other Phone: ()

Date: 4/23/2014

Thank you for contacting American Financial Benefits Center. Based on the information you have provided to our company, we believe that you may qualify for one or more student loan assistance programs offered by the U.S. Department of Education. American Financial Benefits Center ("AFBC") is a privately owned company that helps consumers like you identify programs that may be suitable to your situation, gather their relevant application documents, and then assists by preparing those documents for your review and submission. AFBC also offers some of its own great programs to further assist with your financial situation. To begin, we need the following information from you:

1. Please carefully read the enclosed Agreement, and make sure that all pages are signed and dated where indicated.
2. Please provide your National Student Loan Data System Personal Identification Number ("PIN"), or your most current Student Loan Servicer account statement(s).
3. Please provide a copy of a voided check, along with the attached ACH Authorization Forms, signed by the account holder who is remitting the program payment.
4. After you have faxed your documents, or provided your PIN, please contact AFBC at 1-800-488-1490 ext. '0' and speak to a Client Services Representative to verify all documentation has been received. You may also email your documentation to: income.doc@afbcenter.com
5. Be sure to retain a copy of all documents for your records.

Due to the importance of this material and so we may start working for you as soon as possible, return these documents and provide your PIN to American Financial Benefits Center via fax, email, or mail to 311 Professional Center Drive #200, Rohnert Park, CA 94928, as soon as possible.

If you have any questions when reviewing the attached documents, please feel free to contact your American Financial Benefits Center Client Services Representative at 1-800-488-1490.

Client Signature: [REDACTED]

Date: 4/23/2014

DocuSign Envelope ID: [REDACTED]

National Student Loan Data System Access

As part of the federal student loan consolidation application process, it will be necessary for American Financial Benefits Center to access your student loan information within the National Student Loan Data System located online at <http://www.nslds.ed.gov>.

The National Student Loan Data System contains a complete list of your federal education loans, along with current estimated balances and servicer details information that is required to complete your consolidation application.

By enrolling in the American Financial Benefits Center consolidation assistance program, **you are agreeing to allow American Financial Benefits Center and its authorized agents to access your profile and all the data contained within that profile.** In order to allow this access, you will need to provide American Financial Benefits Center with your Personal Identification Number (PIN).

Please note that all information that American Financial Benefits Center obtains from the National Student Loan Data System will be used expressly for the purposes of confirming your eligibility for the American Financial Benefits Center consolidation assistance program and assisting you in the consolidation of your federal education loans.

Acknowledgment

I, [REDACTED], hereby acknowledge that I have read, understood, and agree to the above statements regarding access to my National Student Loan Data System profile. I understand that I will be asked to provide American Financial Benefits Center with my Personal Identification Number (PIN) and that American Financial Benefits Center and its authorized agents will use this PIN in order to access information regarding my federal education loans that is contained within the National Student Loan Data System. I understand that this information will be used solely for the purposes of verifying my eligibility for the American Financial Benefits Center consolidation assistance program and completing my application for a Federal Department of Education consolidation loan.

By signing this acknowledgment, I agree to allow American Financial Benefits Center to use my National Student Loan Data System PIN to access my personal profile as explained above.

Client Signature: [REDACTED] Date: 4/23/2014

DocuSign Envelope ID [REDACTED]

American Financial Benefits Center Document Preparation and Service Agreement

Section 1: Client Information		Client ID:	Agreement Date: 4/23/2014
Client First Name	[REDACTED]	Client Last Name	[REDACTED]
Client Middle Initial	[REDACTED]	Former Last Name	
Street Address	[REDACTED]	City, State, Zip	[REDACTED]
Client Email	[REDACTED]	Client Phone	[REDACTED]
Section 2: Client's Estimated Summary of Current Federal Student Loans			
<i>The basis of this summary is derived from the input of the client.</i>			
Estimated Total Federal Loan Balance: \$	70,000	Loan Status (current, delinquent, default, consolidated)	Current
Approximate Current Monthly Payment: \$	350	Federal Loan Types (Single, Multi)	Multi
Estimated New Loan Payment: \$	10	New Loan Payment Validation Term	Annually
Estimated Payment Adjusted After (Months)	05	Current Loan Servicer(s)	ACS
Section 3: Required Consolidation Application Information			
Client SSN	[REDACTED]	Client DOB (MM-DD-YYYY)	[REDACTED]
DL ID Number & State	[REDACTED]	DOB PIN Code	[REDACTED]
Employer Name	[REDACTED]	Occupation	[REDACTED]
Employer Street Address	[REDACTED]	Employer City, State, Zip	[REDACTED]
Employer Phone	[REDACTED]	Family Size	11
Client Marital Status	Single	Client Stated Tax Filing Status	Individual
Current Annual Income \$	[REDACTED]	Form of Documented Income Submitted	Tax return
Spouse First Name		Spouse Last Name	
Spouse SSN		Spouse DOB	
Spouse Employer Name		Spouse Work Phone	
Spouse Annual Income \$		PSLT Candidate (Yes/No)	Yes
References: 2 Persons with different addresses. PO Boxes are NOT acceptable, not residing in the same home (for example, a spouse) or anyone living outside the U.S.			
Reference 1 Full Name		Permanent Address	
Reference 1 Phone		Relationship to Client	
Reference 2 Full Name		Permanent Address	
Reference 2 Phone		Relationship to Client	
Section 4: AFBC Document Preparation and Service Agreement Program Payment			
<i>American Financial Benefits Center Payment Fees are separate of loan costs and/or payments made by Client</i>			
AFBC Program Payment Fee Amount: \$	600	AFBC Program Payment Amount: \$	150
First Program Payment Date	09/30/14	Payment Term (months):	4
Section 5: Client Payment Information			
Bank Name	[REDACTED]	Account Number	[REDACTED]
Account Type (Checking, Savings)	Checking	Routing Number	[REDACTED]
Notes: C, 5-min, Payment			

This Service Agreement is made and entered into, the date of signing, by and between American Financial Benefits Center ("AFBC"), and Client, as stated in Section 1, hereinafter referred to as ("Client") residing at address as stated in Section 1. Subject to, and conditioned upon, the following for Client Student Loan Document Preparation and Service Agreement.

Client Signature: [REDACTED] Date: 4/23/2014

DocuSign Envelope ID: [REDACTED]

American Financial Benefits Center**Privacy Policy**

American Financial Benefits Center (hereinafter "Company") is dedicated to protecting your privacy and providing you with the highest level of service. This Policy explains what Company does to keep information about you private and secure. This Policy covers only information that you provide to Company or that it obtains about you from companies that you have chosen to do business with. Please read this Policy carefully and contact us if you have any questions.

Personal Information We Collect

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number, or other information that you provide to us over the phone or in documents or applications.
- Information about your transactions, such as your account balances with your creditors, payment histories, account activity, and all other information that may be contained in your credit card statements or other reports relating to your debt, and
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau reports, collection agency reports or other communications, and other information relating to your payment histories, creditworthiness, annual income, or ability to satisfy your obligations.

We reserve the right to, and will, sell or transfer your personal information to third parties for any purpose in our sole discretion. We prohibit the sale or transfer of personal information to non-affiliated entities for their use without giving you the opportunity to opt-out. We may disclose such information in order to effect or carry out any transaction that you have requested of us or as necessary to complete our contractual obligations with you. We may also share your information with service providers that perform business operations for us, companies that act on our behalf to market our services, or others only as permitted or required by law, such as to protect against fraud or in response to a subpoena. We may also share or transfer our information in the event we transfer or sell your account or our business assets to another provider.

By carrying out those services, we may disclose your information, as we see fit and as permitted by law, to your creditors, credit card companies, collection agencies, banks, and other entities and individuals specifically necessary to effect, administer and perform our services.

Your Choices/Opt-out

We provide you the opportunity to 'opt-out' of having your personally identifiable information used for certain purposes. By providing information to Company you are consenting to the collection, use and disclosure of such personal information in the manner described in this privacy policy. We provide you the opportunity to withdraw your consent when such information is collected.

Such consent may be withdrawn by calling the telephone number provided below or may be done in writing email and sent to our customer service department at the following physical address or email address:

<https://www.docusign.net/Signing/RasterizerImage.aspx?p=14&d=96&pid=2041526c-5d...> 11/14/2015

DocuSign Envelope ID: [REDACTED]

**American Financial Benefits Center
311 Professional Center Drive Suite #200
Rohnert Park, CA 94928**

Email: info@afbcenter.com

Phone: 1-800-488-1490

How We Protect Your Information

We train our employees to protect all customer information. We maintain physical, electronic and procedural controls that comply with government standards. We authorize our employees, agents and contractors to get information about you only when they need it to do their work with us. You can help to maintain the security of your online transactions by not sharing your personal information or password with anyone. Remember, no method of transmission over the Internet, or method of electronic storage, is 100% secure.

This Policy applies to current and former customers. If you have any questions, please contact American Financial Benefits Center at 311 Professional Center Drive Suite #200, Rohnert Park, CA 94928

Client Signature: [REDACTED]

DocuSigned by:

NO. 29 481346411

Date: 4/23/2014

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"Notice of Cancellation"

Date: _____

"You may cancel this transaction, without any penalty or obligation, within ten (10) business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract."

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to American Financial Benefits Center, at 311 Professional Center Drive Suite 200, Rohnert Park, CA, 94928 not later than ten (10) business days from the above date .

I hereby cancel this transaction.

(Client's signature)

(Date)

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DocuSign Envelope ID: [REDACTED]

Limited Power of Attorney

To: Any and all of my Student Loan Creditors:

I, hereby duly authorize, empower and appoint the American Financial Benefits Center of 311 Professional Center Drive Suite #200, Rohnert Park, CA, 94928, its agents and representatives (AFBC) permission to perform any acts necessary or convenient, including but not limited to, the following on my behalf:

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, compromise, or settling any matters with such government agencies, and communicate as fully I could do if personally 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 AFBC 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 AFBC 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: **1-800-488-1490** and correspondence to: **American Financial Benefits Center, 311 Professional Center Drive Suite #200, Rohnert Park, CA 94928 -Customer Service**. Any and all communications directed to me will be referred to AFBC, and only AFBC will be authorized to deal with your company and or its representatives.

I understand that AFBC 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 AFBC relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against the AFBC relating to the practice of law. I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the AFBC program.

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

This Limited Power of Attorney shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

Executed On this (Date): 4/23/2014

Applicant Signature: [REDACTED] Applicant SSN: [REDACTED]
Applicant Name: [REDACTED] Applicant DOB: [REDACTED]

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DocuSign Envelope ID [Redacted]

Financial Education Platinum Member Benefits Program Enrollment & AFBC Financial Success Kit

Congratulations! We are excited that you have taken the first step in improving your finances through our Financial Analysis & Evaluation, AFBC Financial Success Kit, and your enrollment in our Financial Education Platinum Member Benefits Program ("PMBP") because getting the right tools and education will save you time and money. We believe purchasing this Platinum Member Benefits Program and Financial Success Kit is the first step in making a change in your financial life. These financial tools were built on time-tested strategies, methods, and exercises that we've coupled with our Platinum Member Benefits Program, to help you start saving money today and to give you the greatest opportunity for improving your financial position forever.

Authorization & Refund Policy: I hereby authorize American Financial Benefits Center to debit the credit card(s), or bank account(s) listed below for the amounts stated on the draft dates herein. This authority shall remain in effect until American Financial Benefits Center has received the full purchase amount. If a payment is declined by your credit card company or bank, American Financial Benefits Center may attempt to again process this payment at a later date, typically within 72 hours. No products will be shipped until full payment is confirmed. I, the Buyer, fully understand I am purchasing an American Financial Benefits Center Financial Success Kit and enrolling into the Financial Education Platinum Member Benefits Program through American Financial Benefits Center. All transactions will appear on your credit card, or bank statement(s) as "afbenefitscenter". American Financial Benefits Center offers a 100% Satisfaction Guarantee or your money back for those customers who request in writing within 30 days from the date of purchase. Thereafter customers may also request a refund up to 90 days from the date of purchase however American Financial Benefits Center reserves the right to determine a reasonable refund amount. If you have any questions about your payment, please contact us directly at 1-800-488-1490, or 311 Professional Center Drive 200, Rohnert Park, CA 94928.

Your Platinum Member Benefits Program & American Financial Benefits Center Financial Success Kit Will Include:

- **Online Local Savings** - save money at your favorite local merchants.
- **Everyday Grocery Savings** - \$500 worth of grocery coupons annually!
- **Savers Club** - over 4400 participating lodging properties with up to 50% off room rates, plus receive discounted theme park admission, movie tickets, car rentals, and much more
- **i-Money Quest** - your personal on-line, interactive financial literacy course.
- **Log Benefits** - get organized and protected by using a family budget worksheet, asset inventory organizer, medical insurance information log, and auto emergency log.
- **Rx Advantage™ Prescription Drug Program*** - receive discounted pricing on generic and brand name prescription medications at participating pharmacies nationwide.
- **Coast to Coast Vision Plan*** - save 30% or more on eyeglasses, contacts, non-prescription sunglasses, PRK and LASIK surgeries at over 12,000 optical service providers nationwide.
- **Key Ring & Luggage Protection** - register and receive personally labeled tags printed with a unique code and shipping address for items to be sent to us free of charge. Once received at our center items will be sent to your registered address, keeping your personal information confidential and your property safe.
- **Auto Buying Service and Maintenance Discounts** - a service designed to help you buy, sell, or trade your new or used vehicle at the right price, thus saving you money. Also, receive special discounts on car repair and maintenance at more than 10,000 service center locations.
- **How To Be The Family CFO** - written by Kim Snider, with answer to this life-changing question.
- **Hard Bound 125 Page Informational Workbook** - to help you regain your financial stability!
- **eGuide access titled "Rebuilding Your Credit"** - here you'll learn the basics on improving your credit.
- **Life changing CD complete with printable forms** - to improve your personal and financial life forever.

Buyer's Full Name :

[Redacted]

Spouse's Full Name (if applicable) :

[Redacted]

Buyer's Best Contact Phone Number :

Financial Education Platinum Member Benefits Program Enrollment & American Financial Benefits Center Financial Success Kit Charge:

\$ 1295.00

DocuSigned by [Redacted]

4/23/2014

Signature of Buyer

Date

Signature of Spouse

Date

DocuSign Envelope ID: [REDACTED]

Financial Education Platinum Member Benefits Program Enrollment & AFBC Financial Success Kit

Authorization & Refund Policy:

I hereby authorize American Financial Benefits Center to debit the credit cards listed below for the amounts stated on the draft dates herein. This authority shall remain in effect until American Financial Benefits Center has received the full purchase amount. If a payment is declined by your credit card company American Financial Benefits Center may attempt to again process this payment at later date, typically within 72 hours. No products will be shipped until a full payment is confirmed. American Financial Benefits Center offers a 100% Satisfaction Guarantee for those customers who request in writing within 30 days from the date of purchase. Thereafter customers may also request a refund up to 90 days from the date of purchase however American Financial Benefits Center reserves the right to determine a reasonable refund amount.

Client Credit Card Information:

Cardholder Name as it Appears on Card:	
Complete Billing Address for Credit Card:	
Card Type: (Mstrcrd, VISA, AMEX, Discover)	
Card Provider: (example: CitiBank)	
Card Account Number:	
Expiration Date:	
CVC code: (3 digit code on back)	
Draft Date:	
Draft Amount:	
Cardholder Name as it Appears on Card:	
Complete Billing Address for Credit Card:	
Credit Card Type: (Mstrcrd, VISA, AMEX, Discover)	
Credit Card Provider: (example: CitiBank)	
Credit Card Account Number:	
Expiration Date:	
CVC code: (3 digit code on back)	
Draft Date:	
Draft Amount:	

Cardholder Signature

Date

******Please retain a copy of this document as your receipt of purchase******

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Date: 4/23/2014

Name & Address:

[REDACTED]

To whom this may concern,

To the best of my knowledge, my current annual income for this year will be \$ [REDACTED]

Thank you,

Signed: [REDACTED]

Print: [REDACTED]

SSN: [REDACTED]

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American Financial Benefits Center Document Preparation and Service Agreement

This Service Agreement is entered into on the date shown below between the American Financial Benefits Center, Inc. (AFBC) and the Client shown below (Client).

AFBC provides processing and support services to assist consumers who are applying for Federal Student Loan Consolidation Services, and/or other repayment plan programs available through the Department of Education (DOE). AFBC is a private company, not affiliated with any government agency, and for a fee AFBC will assist in assembly and submission of student loan consolidation, and/or other repayment plan program documents. AFBC is not a lender or a debt consolidation company.

Client requests AFBC to perform, in good faith, the following services, ("the Services"): (a) Performing a review of the Client's current Federal Student Loan debt situation, (b) Identify potential Student Loan Consolidation, and/or other repayment plan options that may be available to Client from the DOE, (c) Discuss potential options with the Client, and (d) After Client selects an option, prepare and process, on the Client's behalf, a Federal Student Loan Consolidation Application, and/or other repayment plan program application with the DOE.

Now therefore in consideration of the foregoing and every term, covenant and condition hereafter set forth, AFBC and Client do hereby understand, covenant and agree to the following:

1. **Provide Complete and Truthful Information.** AFBC will provide Client with an overview session limited to their Federal Student Loan debts to assist the Client in locating options that may be available to them. Client expressly represents and warrants that he/she/they will at all times provide AFBC with information that is complete, accurate and true to the best of their knowledge and belief.

2. **Performance of Services.** Upon receipt of all information from Client, AFBC shall promptly analyze Client's Federal Student Loan debt situation, review the information provided by the Client, and complete the application forms required for the DOE program(s) that have been selected by the Client. Upon completion of AFBC's review and due diligence, AFBC shall prepare for filing with Client's lender an application to initiate a Federal Student Loan Consolidation, and/or other repayment plan available to Client through the DOE, on behalf of Client.

3. **Fees for Services.** The cost of the program for a client enrolling is \$ 600, and is split into a monthly payment option as indicated in the attached form. The fee shall be debited from Client's bank account specified on the attached Electronic Funds (EFT) Authorization. AFBC will use a third party payment processor to debit Client for fee and Client shall pay all processing fees associated with such. AFBC's services shall be complete upon AFBC completing its review and providing an application packet to the Client.

4. **Documents Service Agreement and Monthly Cost Authorization.** AFBC will use a third party payment processor to debit Client for fees payments and Client shall pay all processing fees associated with such. Client hereby authorizes AFBC to deduct all payments due per this contract from the financial institution listed in the Electronic Funds (EFT) Authorization or such other financial institution that may be used by Client from time to time. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by American Financial Benefits Center to Client's account. This authorization for automatic withdrawal of fees payments is to remain in full force and effect until AFBC has received written notice from Client of its termination in such time and such manner as to afford AFBC a reasonable opportunity to act. A fee payment (whether paid by debit or other means) that is not honored by Client's financial institution for any reason may be subject to a \$20.00 service fee imposed by AFBC (unless otherwise limited or prohibited by state law), the amount of which may be debited from Client's account.

5. **Limited Money Back Guarantee.** AFBC guarantees that Client will receive a Federal Student Loan Consolidation, or other repayment plan program available to client through the Department of Education subject to the following conditions: (1) student loans that Client presents to AFBC are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted; (2) Client full cooperates, is honest and timely in providing all information requested by AFBC and DOE; and/or (3) Client does not possess a characteristic that pursuant to DOE rules would disqualify Client from receiving a consolidation. If a Client is not approved for a Federal Student Loan Consolidation, or any other repayment plan program available to client through the DOE, after reasonable efforts by the parties, then AFBC will reimburse the Consolidation Fee Payment (payment made to

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AFBC in Section 3, above). All refund requests must be made, in writing, to AFBC within 30 days of any denial by the DOE.

6. **Process.** Once paperwork has been received, processing will begin. AFBC will always act promptly on Client's documents and program. Be advised that Federal Student Loan Consolidations, and other repayment plans completed by AFBC rely on the relevant lenders for prompt service and AFBC cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the DOE is usually ninety (90) days, but may take longer. AFBC solely prepares and provides documents for submission, and does not control the DOE application review process.

7. **Indemnification and Hold Harmless.** Client hereby agrees to defend and hold harmless AFBC from and against any claims and liability of any nature whatsoever arising out of or in connection with Client's failure to timely provide requested information to AFBC, Client's lack of authority or ability to complete terms of this Agreement, and all other claims arising out of this Agreement or relating to Client's loans and other financial obligations. This Agreement constitutes the entire agreement between the parties. AFBC 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 AFBC, its officers, directors, employees, agents, brokers and assignees, 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 AFBC or Client's failure to follow any recommendation of AFBC, 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 of this Agreement.

8. **Important Limitation on Consumer Rights - Mandatory Arbitration Requirement** Please read carefully: In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, consistency or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Sonoma County, California or in the county in which the consumer resides, in accordance with the Laws of the State of California for agreements to be made in and to be performed in California. The parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost (not attorneys' fees) of arbitration equally. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Binding Arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. This section and the arbitration requirement shall survive any termination. **OPT-OUT PROCESS:** You may choose to opt-out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within thirty (30) calendar days of the date of this Agreement at the following address: AFBC, Attn: Customer Service, 311 Professional Center Drive #200 Rohnert Park, CA 94928. Your written notice must include your name, address, the date of this Agreement, and a signed statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Agreement.

9. **Entire Agreement.** By virtue of Client's signature below, Client acknowledges that he/she has read, understands and agrees to every term, covenant and condition of this Agreement and that he/she has received a true and complete copy hereof, effective on the date below. This agreement is the only agreement between the parties and there is no other collateral agreement (oral or written) between the parties in any manner relating to the subject matter of this agreement. If any portion of this agreement is held to be invalid or unenforceable, the remaining provisions will remain in effect. The parties mutually understand and agree that a facsimile copy signature or an electronic signature on this agreement shall be deemed an original for all lawfully enforceable purposes.

10. **Cancellation Policy** 1. the Client, may cancel this contract at any time prior to being approved for a Federal Student Loan Consolidation, or any other Department of Education repayment plan option achieved on Client's behalf, and receive a full refund

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11. Limitations on Damages: AFBC's liability under this agreement and/or relating directly or indirectly to Client's participation in the Student Loan Consolidation Program, under any theory of liability regarding any claim by the Client is limited to the amount of fees paid by Client to AFBC. The Parties agree to be contractually bound to such limitation on any damages, and agree not to demand or attempt to recover any amount in excess of such. This section shall survive termination.

12. Information Authorization: I hereby authorize AFBC to verify my past present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to process my Federal Student Loan Consolidation, and/or other repayment plan program available to client. The information AFBC obtains is only to be used in the processing of my application for a Federal Student Loan Consolidation or any other repayment plan program through the DOE, and AFBC does not provide any form of credit repair, credit score enhancement, or debt relief.

13. Legal Authorization Form: This form will serve to acknowledge that the below Student Loan borrower has authorized our company, American Financial Benefits Center (AFBC) to act on their behalf to apply for consolidation of their Federal Student Loans, and/or other repayment plan programs available to client. Client has been advised that once approved for the Federal Student Loan Consolidation, and/or other repayment plan program, the Client will receive a sixty (60) day furlough before payments will start. If you have any questions regarding this Federal Student Loan Consolidation Program, please contact AFBC at 1-800-488-1490.

BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), I HEREBY ACKNOWLEDGE THAT I HAVE NOT BEEN ADVISED BY AMERICAN FINANCIAL BENEFITS CENTER, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHANGE FOR THE GOOD FAITH PAYMENT AND FEDERAL STUDENT LOAN CONSOLIDATION PROGRAM. DURING THIS PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS, AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE SERVICE THAT WAS AGREED UPON. I FURTHER ACKNOWLEDGE THAT NO GUARANTEES CONCERNING THE SUCCESS OF THE LOAN CONSOLIDATION HAVE BEEN PROVIDED TO ME-US BY AMERICAN FINANCIAL BENEFITS CENTER, AND/OR ANY OF ITS AGENTS, AND/OR AFFILIATES AND A POSITIVE OUTCOME IS NOT GUARANTEED. I, THE CONSUMER, HAVE BEEN EXPLAINED THE PROGRAM IN FULL AND TO MY SATISFACTION.

Executed On this (Date): 4/23/2014

Signature: [REDACTED]

SSN: [REDACTED]

Name: [REDACTED]

DOB: [REDACTED]

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SECTION 4: FAMILY SIZE AND FEDERAL TAX INFORMATION

7 Enter your family size (as defined in Section 8).
Note: If you do not enter your family size, your loan holder(s) will assume a family size of one. For purposes of these repayment plans, your family size may be different from the number of exemptions you claim on your federal tax return. By signing this form, you are certifying that the family size you enter above is correct.
 8 Did you file a federal income tax return for either of the two most recently completed tax years?
 Yes - Continue to Item 9
 No - Skip to Section 5.
 9. Is your current income or your spouse's current income (if you completed Section 3 or file a joint federal income tax return) significantly different than the income used to determine the Adjusted Gross Income* (AGI) reported to the IRS on your most recently filed federal income tax return?
 Yes - Continue to Section 5
 No - Provide your most recently filed federal income tax return or IRS tax return transcript. Skip to Section 6.
 *You can find your Adjusted Gross Income on your most recently filed IRS Form 1040, 1040A, or 1040EZ.

SECTION 5: ALTERNATIVE DOCUMENTATION OF INCOME

To be completed if (1) you did not file a federal income tax return for the two most recently completed tax years, (2) your AGI from your most recently filed federal income tax return does not reasonably reflect your current income (due to circumstances such as the loss of or change in employment), or (3) your loan holder(s) informed you that alternative documentation of income is required.
 10. Do you have taxable income? Check "No" if (1) you do not have any income, (2) receive only untaxed income (such as Supplemental Security Income, child support, or federal or state public assistance), or (3) are not required to file a federal income tax return based on the amount of your taxable income.
 Yes - Provide documentation of this income, as described below.
 No - By signing this form, you are certifying that you have no taxable income or are not required to file a federal income tax return based on the amount of your taxable income.
 11. If you are married and completed Section 3 or file a joint federal income tax return with your spouse, does your spouse have taxable income? Check "No" if (1) your spouse does not have any income, (2) receives only untaxed income (such as Supplemental Security Income, child support, or federal or state public assistance), or (3) is not required to file a federal income tax return based on the amount of his/her taxable income.
 Yes - Provide documentation of your spouse's income, as described below.
 No - By signing this form, your spouse is certifying that he/she has no taxable income or is not required to file a federal tax return based on the amount of his/her taxable income.
 You must provide documentation of all taxable income that you currently receive from all sources (for example, income from employment, unemployment income, dividend income, interest income, tips, alimony). If you are married and completed Section 3 or file a joint federal income tax return, you must also provide documentation of your spouse's taxable income. Do not report untaxed income such as Supplemental Security Income, child support, or federal or state public assistance.
 You must provide one piece of supporting documentation for each source of income (your and your spouse's). For example, documentation includes pay stubs, a letter(s) from your employer(s) listing income, interest or bank statements, or dividend statements. If these forms of documentation are unavailable, attach a signed statement from you or your spouse explaining the income source(s) and giving the name and the address of the source(s).
 Unless the frequency is clearly indicated on the documentation that you provide, write on your documentation how often you receive the income, for example, "twice per month" or "every other week". The date on any supporting documentation you provide must be no older than 90 days from the date you sign this form. Copies of original documentation are acceptable.

SECTION 6: BORROWER REQUEST, UNDERSTANDINGS, AGREEMENT, AUTHORIZATION, AND CERTIFICATION

- I request to use the plan I selected in Section 2 to repay my eligible Direct Loan or FFEL Program loans held by the holder(s) to which I submit this form. If I selected the option to allow my loan holder(s) to choose my plan, I request my loan holder(s) to place me in the plan with the lowest monthly payment amount. If more than one plan provides the same initial payment amount, I understand that my loan holder will choose the plan that is likely to keep my monthly payment amount lower in subsequent years.
- I understand that: (1) if I am entering repayment on my loan(s) for the first time and do not provide my loan holder(s) with this completed form and any other documentation required by my loan holder(s), or if I do not qualify for the repayment plan that I requested, I will be placed on the standard repayment plan (see Section 8). (2) if I am currently repaying my loan(s) under a different repayment plan and want to change to the repayment plan I selected in Section 2, my loan holder(s) may grant me a forbearance for up to 60 days to collect and process documentation supporting my request for the selected plan. I am not required to make loan payments during this period of forbearance, but interest will continue to accrue. Unpaid interest that accrues during this maximum 60-day forbearance period will not be capitalized (see Section 8). (3) if I am delinquent in making payments under my current repayment plan at the time I request one of the repayment plans listed in Section 2, my loan holder(s) may grant me a forbearance to cover any payments that are overdue, or that would be due, at the time I enter the repayment plan I requested. Unpaid interest that accrues during this forbearance period may be capitalized. (4) if I am requesting the ICR plan, my initial payment amount will be the amount of interest that accrues each month on my loan(s) until my loan holder receives the income documentation needed to calculate my ICR payment amount. If I cannot afford the initial interest payments, I may request forbearance by contacting my loan holder.
- I authorize the entity to which I submit this request (i.e., the school, the lender, the guaranty agency, the U.S. Department of Education, and their respective agents and contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the number that I provide on this form or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.
- I certify that all of the information I have provided on this form and in any accompanying documentation is true, complete, and correct to the best of my knowledge and belief.

Borrower's Signature Date 4/23/2014
 Spouse's Signature (if required) Date
Note: Your spouse's signature is required if you completed Section 3 and/or completed Item 11.

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Borrower Name _____ Borrower SSN: [REDACTED]

SECTION 3: CERTIFICATION OF EMPLOYMENT
See Section 3 of the accompanying instructions for Completing Employment Certification for Public Service Loan Forgiveness for detailed information on completing this section. These instructions are also located at www.studentaid.gov/publicservice. An authorized official (see Section 5) of the public service organization at which the borrower is/was employed must complete this section.

- Instructions for Authorized Official:**
- Complete this form only if you are an authorized official of the public service organization at which the borrower identified in Section 1 is/was employed or if the borrower is/was a full-time AmeriCorps or Peace Corps volunteer, an authorized official of AmeriCorps or the Peace Corps.
 - Read the definitions in Section 5 before completing this form.
 - Type or print using blue or black ink. All fields must be completed if applicable. Your signature date must include month, day and year (MM-DD-YYYY).
 - Provide all requested information for items 1, 2, and 3 below. Complete the employer's certification at the bottom of this page. The Employment Certification form cannot be processed if the information requested in this section is missing.
 - If you make any changes to the information you provide in this section, you must initial each change.
- Please return the completed form to the borrower.** The U.S. Department of Education or the PSLF servicer may contact you for additional information or documentation.

Instructions for Borrower when there is no Authorized Official:
 Check this box if you are unable to obtain certification from an authorized official, for example, because the organization no longer exists. Provide all requested information for items 1, 2, and 3 below. For item 1, list the organization's address from when you worked there, and consult your W2 records for the EIN. The Department will require you to submit additional evidence of your qualifying employment. Do not submit supporting documents until requested to do so.

1. Information about the public service organization at which the borrower is/was employed.

Public Service Organization Name _____ Federally Assigned Employer ID# (EIN) _____

Public Service Organization Address _____

2. Borrower's Employment Status.

(a) Dates of employment: Start: [REDACTED] End: [REDACTED]
(If the borrower is still employed, put today's date.)

(b) Borrower's employment status at your organization:

Full-Time Average number of hours per week _____

Part-Time Average number of hours per week _____

For purposes of eligibility for PSLF, full-time employment is defined as:

(1) Working in qualifying employment in one or more jobs for the greater of:

(A) An annual average of at least 30 hours per week or, for a contractual or employment period of at least 8 months, an average of 30 hours per week; or

(B) Unless the qualifying employment is with two or more employers, the number of hours the employer considers full-time.

(2) 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) is equivalent to hours worked in qualifying employment.

NOTE: A full-time AmeriCorps or Peace Corps volunteer is considered a full-time employee for eligibility purposes for PSLF.

3. Type of Public Service Organization, in accordance with the definition in Section 5 (check one):

- (a) A government organization (including a Federal, State, local or Tribal organization, agency or entity, a public child or family service agency, or a Tribal college or university);
- (b) A non-profit, tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code;
- (c) A private, non-profit organization (that is not a labor union or a partisan political organization) that provides at least one of the following public services (check all that apply):
- Emergency management;
 - Military service;
 - Public safety;
 - Law enforcement;
 - Public interest law services;
 - Early childhood education (including licensed or regulated child care, Head Start, and State-funded pre-kindergarten);
 - Public service for individuals with disabilities and the elderly;
 - Public health (including nurses, nurse practitioners, nurses in a clinical setting, and full-time professionals engaged in health care practitioner occupations and health support occupations, as such terms are defined by the Bureau of Labor Statistics);
 - Public education;
 - Public library services;
 - School library services; or
 - Other school-based services.

NOTE: as to categories (b) and (c), a borrower's employment does not qualify if the borrower's job duties are related to religious instruction, worship services, or any form of proselytizing.

I certify that the borrower identified in Section 1 above is/was employed at a public service organization, as indicated above, or is/was serving in an AmeriCorps or Peace Corps position (in accordance with the definitions of these terms in Section 5) during the period identified in item 2(a) of this section.

Authorized Official's Name (Printed) _____ Authorized Official's Title _____

Authorized Official's Signature _____ Authorized Official's Telephone _____ Today's Date (MM-DD-YYYY) _____

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Records Code: PSECF-XBCH

OIG No. 1845-0110
Form Approved
Exp. Date 11/30/2014



Employment Certification for Public Service Loan Forgiveness (PSLF)

William D. Ford Federal Direct Loan Program

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

INSTRUCTIONS FOR COMPLETING AND SUBMITTING THIS EMPLOYMENT CERTIFICATION

Read the accompanying instructions for completing this Employment Certification for Public Service Loan Forgiveness. Type or print using blue or black ink. You must sign and date this form in Section 2 and an authorized official from the public service organization which employs/employed you must completely fill out, sign, and date Section 3. If any information is crossed out or altered in Sections 1 or 2, you must initial beside the change, any changes in Section 3 must be initialed by your employer.

SECTION 1: BORROWER IDENTIFICATION

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

1a. SSN [REDACTED] 1b. Date of Birth (MM-DD-YYYY) [REDACTED]

2a. Name: Last [REDACTED] First [REDACTED] MI [REDACTED] 2b. Former Name (if Applicable): Last [REDACTED] First [REDACTED] MI [REDACTED]

3. Permanent Address: Street Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Mailing Address (if different): Street Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

4. Area Code/Telephone - Home () () Area Code/Telephone - Other () ()

5. E-mail (optional): [REDACTED]

SECTION 2: BORROWER'S CERTIFICATION REQUESTS, AUTHORIZATIONS, AND UNDERSTANDINGS

Before signing, carefully read the entire form, including the instructions and accompanying letter.

I request that the Public Service Loan Forgiveness servicer, on behalf of the U.S. Department of Education (the Department), accept this Employment Certification from the public service organization at which I am/was employed for purposes of qualifying me for the Public Service Loan Forgiveness Program. If I submit this form before I am eligible to apply for forgiveness, I request that the PSLF servicer retain this certification form until I submit the Application for Public Service Loan Forgiveness.

I authorize my employer(s) or other entities having records about the employment that is part of the basis for my request for forgiveness to make information from those records available to the Department, including the Public Service Loan Forgiveness servicer. I also authorize the Department and its respective agents and contractors, to contact me regarding this Employment Certification, at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

I understand that:

- (1) I may only qualify for Public Service Loan Forgiveness after I have made 120 separate, on-time, qualifying monthly payments on an eligible Direct Loan, after October 1, 2007, while employed full-time by a public service organization(s), or serving in a full-time AmeriCorps or Peace Corps position, in accordance with the definitions in Section 5. These 120 payments do not have to be consecutive;
- (2) I must be employed full-time by a public service organization(s) or serving in a full-time AmeriCorps or Peace Corps position at the time I apply for loan forgiveness and at the time the forgiveness is granted. I may be employed part-time concurrently by more than one eligible public service organization and meet the full-time requirement;
- (3) Only the remaining balance of my loan(s) after I have made the 120 separate, on-time, qualifying monthly payments and met all other eligibility requirements of the PSLF Program may be forgiven;
- (4) I am not required to submit any Employment Certification(s) before applying for loan forgiveness, but if I do, the PSLF servicer will review each Employment Certification I submit to ensure that it is complete, will verify that my employer qualifies as a public service organization, and that the loan payments I made during the period covered by the Employment Certification(s) are qualifying payments. Following this review, the PSLF servicer will notify me in writing or electronically of the number of qualifying payments I have made while employed in qualifying public service and the remaining number I must make before I am eligible to apply for PSLF. I will also be notified in writing or electronically if the PSLF servicer determines that the form(s) I submitted is incomplete or that my employment does not meet the qualifying criteria, including the reason(s) for the determination(s), along with the steps I would need to take to complete this form, correct this information, and submit the corrected or additional information to the PSLF servicer, and
- (5) The Department will only determine whether I have fulfilled all of the requirements to be eligible for PSLF after I have made all 120 qualifying payments and have submitted my loan forgiveness application. I understand that the law does not permit partial forgiveness based on making a lesser number of qualifying monthly payments while working at a qualifying public service organization.

Signature of Borrower

Date (MM-DD-YYYY)

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

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

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



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]

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

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

AMERITECH FINANCIAL, a corporation;

FINANCIAL EDUCATION BENEFITS CENTER,
a corporation; and

BRANDON DEMOND FRERE, individually and as
an officer of AMERICAN FINANCIAL BENEFITS
CENTER, AMERITECH FINANCIAL, and
FINANCIAL EDUCATION BENEFITS CENTER,

Defendants.

Case No. _____

**STIPULATED PRELIMINARY
INJUNCTION**

1 On _____, 2018, Plaintiff, the Federal Trade Commission (“FTC”), filed its Complaint
2 for Permanent Injunction and Other Equitable Relief pursuant to Section 13(b) of the Federal
3 Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and the Telemarketing and Consumer
4 Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108. Plaintiff and
5 Defendants American Financial Benefits Center, AmeriTech Financial, Financial Education
6 Benefits Center, and Brandon Frere, through their undersigned counsel, have stipulated to entry
7 of a Preliminary Injunction with the following terms:

8 **FINDINGS OF FACT**

9 1. The FTC and Defendants have stipulated and agreed to the entry of this
10 preliminary injunction order without any admission of wrongdoing or violation of law, and
11 without a finding by the Court of law or fact other than stated below.

12 2. Defendants waive all rights to seek judicial review or otherwise challenge or
13 contest the validity of this Order.

14 3. This Court has jurisdiction over the subject matter of this case, and there is good
15 cause to believe that it will have jurisdiction over all parties hereto and that venue in this district
16 is proper.

17 4. The FTC asserts that there is good cause to believe Defendants have engaged in
18 and are likely to engage in acts of practices that violate Section 5(a) of the FTC Act, 15 U.S.C. §
19 45(a), and the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, and that Plaintiff is
20 therefore likely to prevail on the merits of this action.

21 5. The FTC asserts that there is good cause to believe that immediate and continuing
22 harm will result from Defendants’ ongoing violations of the FTC Act and TSR unless
23 Defendants are restrained and enjoined by order of this Court.

24 6. The FTC asserts that good cause exists for the appointment of the Receiver over
25 corporate defendant Financial Education Benefits Center.

26 7. The entry of a preliminary injunction is in the public interest.

27 8. No security is required of any agency of the United States for issuance of a
28 preliminary injunction. Fed. R. Civ. P. 65(c).

1 **DEFINITIONS**

2 For the purpose of this Order, the following definitions shall apply:

3 A. **“Asset”** means any legal or equitable interest in, right to, or claim to, any
4 property, wherever located and by whomever held.

5 B. **“Corporate Defendants”** means American Financial Benefits Center, d/b/a/ AFB
6 and AF Student Services (“AFBC”), AmeriTech Financial (“AmeriTech”), and Financial
7 Education Benefits Center (“FEBC”), and each of their subsidiaries, affiliates, successors, and
8 assigns.

9 C. **“Debt Relief Service”** means any program or service represented, directly or by
10 implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the
11 debt between a person and one or more unsecured creditors or debt collectors, including, but not
12 limited to, a reduction in the balance, interest rate, or fees owed by a person to an unsecured
13 creditor or debt collector.

14 D. **“Defendant(s)”** means Corporate Defendants and Brandon Frere, individually,
15 collectively, or in any combination.

16 E. **“Document”** is synonymous in meaning and equal in scope to the usage of
17 “document” and “electronically stored information” in Fed. R. Civ. P. 34(a), and includes
18 writings, drawings, graphs, charts, photographs, sound and video recordings, images, Internet
19 sites, webpages, websites, electronic correspondence, including e-mail and instant messages,
20 contracts, accounting data, advertisements, FTP Logs, Server Access Logs, books, written or
21 printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers,
22 personal and business canceled checks and check registers, bank statements, appointment books,
23 computer records, customer or sales databases, and any other electronically stored information,
24 including Documents located on remote servers or cloud computing systems, and other data or
25 data compilations from which information can be obtained directly or, if necessary, after
26 translation into a reasonably usable form. A draft or non-identical copy is a separate Document
27 within the meaning of the term.
28

1 F. “**Electronic Data Host**” means any person or entity in the business of storing,
2 hosting, or otherwise maintaining electronically stored information. This includes, but is not
3 limited to, any entity hosting a website or server, and any entity providing “cloud based”
4 electronic storage.

5 G. “**Receiver**” means Thomas McNamara.

6 **ORDER**

7 **I.**

8 **RESTRICTIONS ON ADVANCE FEES FOR DEBT RELIEF SERVICES**

9 **IT IS THEREFORE ORDERED** that Defendants, and their officers, agents, employees,
10 and those persons or entities in active concert or participation with any of them who receive
11 actual notice of this Order, whether acting directly or indirectly, are hereby restrained and
12 enjoined from:

13 A. providing, offering to provide, or arranging for others to provide any Debt Relief
14 Service and requesting or receiving payment of any fees or consideration for any Debt Relief
15 Service until and unless:

- 16 1. the seller or telemarketer has renegotiated, settled, reduced, or otherwise altered
17 the terms of at least one debt pursuant to a settlement agreement, debt
18 management plan, or other such valid contractual agreement executed by the
19 customer;
- 20 2. the customer has made at least one payment pursuant to that settlement
21 agreement, debt management plan, or other valid contractual agreement between
22 the customer and the creditor or debt collector; and
- 23 3. to the extent that debts enrolled in a service are renegotiated, settled, reduced, or
24 otherwise altered individually, the fee or consideration either:
 - 25 a. bears the same proportional relationship to the total fee for renegotiating,
26 settling, reducing, or altering the terms of the entire debt balance as the
27 individual debt amount bears to the entire debt amount. The individual
28

- 1 debt amount and the entire debt amount are those owed at the time the
2 debt was enrolled in the service; or
- 3 b. is a percentage of the amount saved as a result of the renegotiation,
4 settlement, reduction, or alteration. The percentage charged cannot
5 change from one individual debt to another. The amount saved is the
6 difference between the amount owed at the time the debt was enrolled in
7 the service and the amount actually paid to satisfy the debt.

8 **II.**

9 **PROHIBITION ON DECEPTIVE AND UNSUBSTANTIATED REPRESENTATIONS**

10 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents, employees,
11 and those persons or entities in active concert or participation with any of them who receive
12 actual notice of this Order, whether acting directly or indirectly, are hereby restrained and
13 enjoined from:

14 A. misrepresenting or assisting others in misrepresenting, expressly or by
15 implication:

- 16 1. that consumers' monthly payments to Defendants will be applied toward
17 consumers' student loans;
- 18 2. that consumers are qualified for, or are approved to receive, loan forgiveness
19 or other programs that will permanently lower or eliminate their loan
20 payments or balances; and
- 21 3. any other fact material to consumers concerning any Debt Relief Service, such
22 as: the total costs; any material restrictions, limitations, or conditions; or any
23 material aspect of its performance, efficacy, nature, or central characteristics;
24 and

25 B. making, or assisting others in making, any representation, expressly or by
26 implication, about the benefits, performance, or efficacy of any product or service, unless the
27 representation is non-misleading and, at the time such representation is made, Defendants
28 possess and rely upon competent and reliable evidence that is sufficient in quality and quantity

1 based on standards generally accepted in the relevant fields, when considered in light of the
2 entire body of relevant and reliable evidence, to substantiate that the representation is true.

3 **III.**

4 **NOTICE TO CONSUMERS**

5 **IT IS FURTHER ORDERED** that Defendants AFBC and AmeriTech shall:

6 A. within 21 days after the date this Stipulated Preliminary Injunction is entered,
7 mail the notice attached as Attachment A to this Stipulation to each consumer who has, or has
8 had, an account with AFBC or AmeriTech; and

9 B. within 60 days after the date this Order is entered, provide the names and
10 addresses of consumers who received a notice pursuant to Subparagraph A above to: Regional
11 Director, San Francisco Regional Office, Federal Trade Commission, 901 Market Street, Suite
12 570, San Francisco, CA 94103.

13 **IV.**

14 **PRESERVATION OF RECORDS**

15 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents, employees,
16 and those persons or entities in active concert or participation with any of them who receive
17 actual notice of this Order, whether acting directly or indirectly, are hereby restrained and
18 enjoined from destroying erasing, falsifying, writing over, mutilating, concealing, altering,
19 transferring, or otherwise disposing of, in any manner, directly or indirectly, Documents that
20 relate to: (1) the business practices, Assets, or business or personal finances of any Defendant;
21 or (2) the business practices or finances of entities directly or indirectly under the control of any
22 Defendant.

23 **V.**

24 **REPORT OF NEW BUSINESS ACTIVITY**

25 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents, employees,
26 and those persons or entities in active concert or participation with any of them who receive
27 actual notice of this Order, whether acting directly or indirectly, are hereby restrained and
28 enjoined from creating, operating, or exercising any control over any business entity, whether

1 newly formed or previously inactive, including any partnership, limited partnership, joint
2 venture, sole proprietorship, or corporation, without first providing Plaintiff's counsel with a
3 written statement disclosing: (1) the name of the business entity; (2) the address and telephone
4 number of the business entity; (3) the names of the business entity's officers, directors,
5 principals, managers, and employees; and (4) a detailed description of the business entity's
6 intended activities.

7 **VI.**

8 **RECEIVERSHIP OVER FINANCIAL EDUCATION BENEFITS CENTER**

9 **IT IS FURTHER ORDERED** that Thomas McNamara shall serve as the Receiver of
10 defendant FEBC with full powers of an equity receiver. The Receiver shall be solely the agent
11 of this Court in acting as Receiver under this Order.

12 **VII.**

13 **DUTIES AND AUTHORITY OF RECEIVER**

14 **IT IS FURTHER ORDERED** that the Receiver is directed and authorized to
15 accomplish the following:

16 A. assume full control of FEBC by removing, as the Receiver deems necessary or
17 advisable, any director, officer, independent contractor, employee, attorney, or agent of any
18 Defendant from control of, management of, or participation in, the affairs of FEBC;

19 B. take exclusive custody, control, and possession of all Assets and Documents of
20 FEBC, or in the possession, custody, or under the control of Defendants wherever situated;

21 C. obtain, conserve, hold, manage, and prevent the loss of all Assets of FEBC, and
22 perform all acts necessary or advisable to preserve the value of those Assets. The Receiver shall
23 assume control over the income and profits therefrom and all sums of money now or hereafter
24 due or owing to FEBC. The Receiver shall have full power to sue for, collect, and receive all
25 Assets of FEBC and of other persons or entities whose interests are now under the direction,
26 possession, custody, or control of FEBC. *Provided, however,* that the Receiver shall not attempt
27 to collect any amount from a consumer if the Receiver believes the consumer's debt to FEBC has
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1 resulted from the deceptive acts or practices or other violations of law alleged in the Complaint
2 in this matter, without prior Court approval;

3 D. obtain, conserve, hold, manage, and prevent the loss of all Documents of FEBC,
4 and perform all acts necessary or advisable to preserve such Documents. The Receiver shall:
5 divert mail; preserve all Documents of FEBC that are accessible via electronic means such as
6 online access to financial accounts and access to electronic Documents held onsite or by
7 Electronic Data Hosts, by changing usernames, passwords, or other log-in credentials; take
8 possession of all electronic Documents of FEBC stored onsite or remotely; take whatever steps
9 necessary to preserve all such Documents; and obtain the assistance of the FTC's Digital
10 Forensic Unit for the purpose of obtaining electronic Documents stored onsite or remotely;

11 E. choose, engage, and employ attorneys, accountants, appraisers, and other
12 independent contractors and technical specialists, as the Receiver deems advisable or necessary
13 in the performance of duties and responsibilities under the authority granted by this Order;

14 F. make payments and disbursements from the receivership estate that are necessary
15 or advisable for carrying out the directions of, or exercising the authority granted by, this Order,
16 and to incur, or authorize the making of, such agreements as may be necessary and advisable in
17 discharging his duties as Receiver;

18 G. take all steps necessary to secure and take exclusive custody of each location from
19 which FEBC operates its business. Such steps may include, but are not limited to, any of the
20 following, as the Receiver deems necessary or advisable: (1) securing the location by changing
21 the locks and alarm codes and disconnecting any internet access or other means of access to the
22 computers, servers, internal networks, or other records maintained at that location; and (2)
23 requiring any persons present at the location to leave the premises, to provide the Receiver with
24 proof of identification, or to demonstrate to the satisfaction of the Receiver that such persons are
25 not removing from the premises Documents or Assets of FEBC. Law enforcement personnel,
26 including, but not limited to, police or sheriffs, may assist the Receiver in implementing these
27 provisions in order to keep the peace and maintain security. If requested by the Receiver, the
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1 United States Marshal will provide appropriate and necessary assistance to the Receiver to
2 implement this Order and is authorized to use any necessary and reasonable force to do so;

3 H. take all steps necessary to prevent the modification, destruction, or erasure of any
4 webpage or website registered to and operated, in whole or in part, by any Defendant, and to
5 provide access to all such webpage or websites to Plaintiff's representatives, agents, and
6 assistants, as well as Defendants and their representatives;

7 I. enter into and cancel contracts and purchase insurance as advisable or necessary;

8 J. prevent the inequitable distribution of Assets and determine, adjust, and protect
9 the interests of consumers who have transacted business with FEBC;

10 K. make an accounting, as soon as practicable, of the Assets and financial condition
11 of the receivership and file the accounting with the Court and deliver copies thereof to all parties;

12 L. institute, compromise, adjust, appear in, intervene in, defend, dispose of, or
13 otherwise become party to any legal action in state, federal, or foreign courts or arbitration
14 proceedings as the Receiver deems necessary and advisable to preserve or recover the Assets of
15 FEBC, or to carry out the Receiver's mandate under this Order, including, but not limited to,
16 actions challenging fraudulent or voidable transfers;

17 M. issue subpoenas to obtain Documents and records pertaining to the Receivership,
18 and conduct discovery in this action on behalf of the receivership estate;

19 N. open one or more bank accounts at designated depositories for funds of FEBC.
20 The Receiver shall deposit all funds of FEBC in such designated accounts and shall make all
21 payments and disbursements from the receivership estate from such accounts. The Receiver
22 shall serve copies of monthly account statements on all parties;

23 O. maintain accurate records of all receipts and expenditures incurred as Receiver;

24 P. allow the Plaintiff's representatives, agents, and assistants, as well as Defendants'
25 representatives and Defendants themselves, reasonable access to the premises of FEBC, or any
26 other premises where FEBC conducts business. The purpose of this access shall be to inspect
27 and copy any and all books, records, Documents, accounts, and other property owned by, or in
28

1 the possession of FEBC or their agents. The Receiver shall have the discretion to determine the
2 time, manner, and reasonable conditions of such access;

3 Q. allow the Plaintiff's representatives, agents, and assistants, as well as Defendants
4 and their representatives reasonable access to all Documents in the possession, custody, or
5 control of FEBC;

6 R. cooperate with reasonable requests for information or assistance from any state or
7 federal civil or criminal law enforcement agency;

8 S. suspend business operations of FEBC if in the judgment of the Receiver such
9 operations cannot be continued legally and profitably;

10 T. take all steps necessary to ensure that any of FEBC's webpages or websites
11 cannot be accessed by the public, or are modified for consumer education or informational
12 purposes, if the Receiver deems it necessary or advisable;

13 U. take all steps necessary to ensure that any telephone numbers associated with
14 FEBC cannot be accessed by the public, or are answered solely to provide consumer education or
15 information regarding the status of operations, if the Receiver deems it necessary or advisable;
16 and

17 V. file timely reports with the Court at reasonable intervals, or as otherwise directed
18 by the Court.

19 **VIII.**

20 **TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

21 **IT IS FURTHER ORDERED** that Defendants, and any other person with possession,
22 custody, or control of property of, or records relating to, FEBC shall, upon notice of this Order
23 by personal service or otherwise, fully cooperate with and assist the Receiver in taking and
24 maintaining possession, custody, or control of the Assets and Documents of FEBC and
25 immediately transfer or deliver to the Receiver possession, custody, and control of the following:

26 A. all Assets held by or for the benefit of FEBC;

27 B. all Assets held by Lancel Limited Partnership, an Arizona limited partnership
28 established by Brandon Frere, that originated from FEBC's business practices;

- 1 C. all Documents of or pertaining to FEBC;
- 2 D. all computers, electronic devices, mobile devices, and machines used to conduct
3 the business of FEBC;
- 4 E. all Assets and Documents belonging to other persons or entities whose interests
5 are under the direction, possession, custody, or control of FEBC; and
- 6 F. all keys, codes, user names, and passwords necessary to gain access or to secure
7 access to any Assets or Documents of or pertaining to FEBC, including access to FEBC's
8 business premises, means of communication, accounts, computer systems (onsite and remote),
9 Electronic Data Hosts, or other property.

10 In the event that any person or entity fails to deliver or transfer any Asset or Document,
11 or otherwise fails to comply with any provision of this Section, the Receiver may file an
12 Affidavit of Non-Compliance regarding the failure and a motion seeking compliance or a
13 contempt citation.

14 **IX.**

15 **PROVISION OF INFORMATION TO RECEIVER**

16 **IT IS FURTHER ORDERED** that Defendants shall immediately provide to the
17 Receiver:

- 18 A. a list of all Assets and accounts of FEBC that are held in any name other than the
19 name of FEBC, or by any person or entity other than FEBC; and
- 20 B. a list of all agents, employees, officers, attorneys, and servants of FEBC, and
21 those persons in active concert and participation with FEBC, or who have been associated with
22 or done business with FEBC.

23 **X.**

24 **COOPERATION WITH THE RECEIVER**

25 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents, employees,
26 and those persons or entities in active concert or participation with any of them, and any other
27 person with possession, custody, or control of property or of Documents relating to FEBC who
28 receives actual notice of this Order shall fully cooperate with and assist the Receiver. This

1 cooperation and assistance shall include, but is not limited to, providing information to the
2 Receiver that the Receiver deems necessary to exercise the authority and discharge the
3 responsibilities of the Receiver under this Order; providing any keys, codes, user names, and
4 passwords required to access any computers, electronic devices, mobile devices, or machines
5 (onsite or remotely) or any cloud account (including the specific method used to access the
6 account) or electronic file in any medium; advising all persons who owe money to FEBC that all
7 debts should be paid directly to the Receiver; and transferring funds at the Receiver's direction
8 and producing records related to the Assets and sales of FEBC.

9 **XI.**

10 **NON-INTERFERENCE WITH THE RECEIVER**

11 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents, employees,
12 and those persons or entities in active concert or participation with any of them who receive
13 actual notice of this Order, whether acting directly or indirectly, and any other person served
14 with a copy of this Order, are hereby restrained and enjoined from directly or indirectly:

- 15 A. interfering with the Receiver's efforts to manage, or take custody, control,
16 or possession of, the Assets or Documents subject to the receivership;
- 17 B. transacting any of the business of FEBC;
- 18 C. transferring, receiving, altering, selling, encumbering, pledging, assigning,
19 liquidating, or otherwise disposing of any Assets owned, controlled, or in
20 the possession or custody of, or in which an interest is held or claimed by,
21 FEBC; or
- 22 D. refusing to cooperate with the Receiver or the Receiver's duly authorized
23 agents in the exercise of their duties or authority under any order of this
24 Court.

25 **XVII.**

26 **STAY OF ACTIONS**

27 **IT IS FURTHER ORDERED** that, except by leave of this Court, during the pendency
28 of the receivership ordered herein, Defendants, and their officers, agents, employees, and all

1 other persons in active concert or participation with any of them who receive actual notice of this
2 Order, and their corporations, subsidiaries, divisions, or affiliates, and all investors, creditors,
3 stockholders, lessors, customers, and other persons seeking to establish or enforce any claim,
4 right, or interest against or on behalf of FEBC, and all others acting for or on behalf of such
5 persons, are hereby enjoined from taking action that would interfere with the exclusive
6 jurisdiction of this Court over the Assets or Documents of FEBC, including, but not limited to:

7 A. filing or assisting in the filing of a petition for relief under the Bankruptcy Code,
8 11 U.S.C. § 101 et seq., or of any similar insolvency proceeding on behalf of FEBC;

9 B. commencing, prosecuting, or continuing a judicial, administrative, or other action
10 or proceeding against FEBC, including the issuance or employment of process against FEBC,
11 except that such actions may be commenced if necessary to toll any applicable statute of
12 limitations;

13 C. filing or enforcing any lien on any Asset of FEBC, taking or attempting to take
14 possession, custody, or control of any Asset of FEBC, attempting to foreclose, forfeit, alter, or
15 terminate any interest in any Asset of FEBC, whether such acts are part of a judicial proceeding,
16 are acts of self-help, or otherwise; or

17 D. retaliating against any witness who offers testimony in this matter, including
18 commencing a court action relating to a non-disclosure agreement, non-disparagement clause, or
19 waiver of claims signed by any customer or former employee of any Corporate Defendant;

20 *Provided, however,* that this Order does not stay: (1) the commencement or continuation
21 of a criminal action or proceeding; (2) the commencement or continuation of an action or
22 proceeding by a governmental unit to enforce such governmental unit's police or regulatory
23 power; (3) the enforcement of a judgment, other than a money judgment, obtained in an action or
24 proceeding by a governmental unit to enforce such governmental unit's police or regulatory
25 power; or (4) the matter *American Financial Benefits Center v. FTC*, case number 4:17-cv-
26 04817-SBA.

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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-of-pocket expenses incurred by them, from the Assets now held by, in the possession or control of, or which may be received by FEBC. 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.

XIV.

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, attorney, spouse, subsidiary, division, and representative of any Defendant and any company owned or controlled by any Defendant, and shall within three (3) calendar days from the date of entry of this Order 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.

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XV.

CORRESPONDENCE AND SERVICE ON PLAINTIFF

IT IS FURTHER ORDERED that, for the purpose of this Order, because mail addressed to the FTC is subject to delay due to heightened security screening, all correspondence and service of pleadings on Plaintiff shall be sent via email to the FTC’s counsel of record.

XVI.

DURATION OF THE ORDER

IT IS FURTHER ORDERED that this Order shall expire upon entry of a final judgment in this case.

XVII.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: _____

Hon. Sandra Brown Armstrong
United States District Judge
Northern District of California

SO STIPULATED AND AGREED:

FOR PLAINTIFF:

SARAH SCHROEDER
ROBERTA TONELLI
EVAN ROSE
BORIS YANKILOVICH
Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

Date: _____

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FOR DEFENDANTS:

Date: _____

JAMES VORHIS
NOSSAMAN LLP
50 California Street, 34th Floor
San Francisco, CA 94111
Telephone: (415) 398-3600
Fax: (415) 398-2438
Email: jvorhis@nossaman.com
Attorneys for Defendants

AMERICAN FINANCIAL BENEFITS CENTER, AMERITECH FINANCIAL, FINANCIAL
EDUCATION BENEFITS CENTER, AND BRANDON DEMOND FRERE

**DEFENDANTS: American Financial Benefits Center, AmeriTech Financial, Financial
Education Benefits Center, and Brandon Demond Frere**

Date: _____

BRANDON DEMOND FRERE,
INDIVIDUALLY AND AS AN OFFICER OF
AMERICAN FINANCIAL BENEFITS CENTER,
AMERITECH FINANCIAL, AND
FINANCIAL EDUCATION BENEFITS CENTER

Dear _____,

Why you are receiving this letter:

You have done business with **American Financial Benefits Center (“AFBC”)**, a private company that is not affiliated with the United States government or your lender. The Federal Trade Commission (“FTC”) has received numerous consumer complaints about the company and requested that AFBC provide its customers with information about its services and your fees.

What you need to know:

- Your monthly payment to AFBC **DOES NOT GO TOWARD PAYING YOUR STUDENT LOAN BALANCE**. The company collects these funds as fees for document preparation services and for membership fees for access to various resources. AFBC does **NOT** make payments on your behalf to your loan servicer.
- Your student loans are currently: _____.
- AFBC enrolls its customers in income-based loan repayment plans and loan forgiveness programs that are offered **free of charge** by the United States government. AFBC charges a fee for document preparation. To enroll in a program free of charge, you may contact your student loan servicer.
- You are **paying** _____ **each month for a membership with AFBC**. Your membership gives you access to various resources. Canceling this membership will not impact your student loan.
- AFBC may have changed your Federal Student Aid (“FSA”) account information.

What you can do:

- If you would like to contact the FTC or register a complaint about your experience with AFBC, you may do so at www.ftc.gov/complaint or 1-877-FTC-HELP.
- If you have questions about your enrollment with AFBC, would like to cancel your enrollment, or would like to request a refund, you may contact AFBC at [_____].
- To ensure that your accounts are secure, that your loan information has not been changed without your knowledge, and that your loans are in good standing, you may contact your federal loan servicer. Contact information for federal loan servicers is available at: <https://studentaid.ed.gov/sa/repay-loans/understand/servicers#my-servicer>.

Dear [REDACTED],

Why you are receiving this letter:

You have done business with **AmeriTech Financial (“AmeriTech”)** and **Financial Education Benefits Center (“FEBC”)**, private companies that are not affiliated with the United States government or your lender. The Federal Trade Commission (“FTC”) has received numerous consumer complaints about the companies and requested that the companies provide their customers with information about their services and your fees.

What you need to know:

- Your monthly payment to AmeriTech and FEBC **DOES NOT GO TOWARD PAYING YOUR STUDENT LOAN BALANCE**. The companies collect these funds as fees for document preparation services and for membership fees for access to various resources. AmeriTech and FEBC do **NOT** make payments on your behalf to your loan servicer.
- Your student loans are currently: [REDACTED].
- The income-based repayment programs and loan forgiveness programs utilized by AmeriTech are offered **free of charge** by the United States government. To enroll in a program free of charge, you may contact your student loan servicer.
- You are **paying** [REDACTED] **each month for a membership with FEBC**. Your membership gives you access to various resources. Canceling this membership will not impact your student loan.
- AmeriTech and FEBC may have changed your Federal Student Aid (“FSA”) account information.

What you can do:

- If you would like to contact the FTC or register a complaint about your experience with AmeriTech and FEBC, you may do so at www.ftc.gov/complaint or 1-877-FTC-HELP.
- If you have questions about your enrollment with AmeriTech and FEBC, would like to cancel your enrollment, or would like to request a refund, you may contact AmeriTech and FEBC at [REDACTED].
- To ensure that your accounts are secure, that your loan information has not been changed without your knowledge, and that your loans are in good standing, you may contact your federal loan servicer. Contact information for federal loan servicers is available at: <https://studentaid.ed.gov/sa/repay-loans/understand/servicers#my-servicer>.

Dear _____,

Why you are receiving this letter:

You have done business with **AmeriTech Financial (“AmeriTech”)**, a private company that is not affiliated with the United States government or your lender. The Federal Trade Commission (“FTC”) has received numerous consumer complaints about the company and requested that AmeriTech provide its customers with information about its services and your fees.

What you need to know:

- Your monthly payment to AmeriTech **DOES NOT GO TOWARD PAYING YOUR STUDENT LOAN BALANCE**. The company collects these funds as fees for document preparation services. AmeriTech does **NOT** make payments on your behalf to your loan servicer.
- Your student loans are currently: _____.
- The income-based repayment programs and loan forgiveness programs utilized by AmeriTech are offered **free of charge** by the United States government. To enroll in a program free of charge, you may contact your student loan servicer.
- AmeriTech may have changed your Federal Student Aid (“FSA”) account information.

What you can do:

- If you would like to contact the FTC or register a complaint about your experience with AmeriTech, you may do so at www.ftc.gov/complaint or 1-877-FTC-HELP.
- If you have questions about your enrollment with AmeriTech, would like to cancel your enrollment, or would like to request a refund, you may contact AmeriTech at [_____].
- To ensure that your accounts are secure, that your loan information has not been changed without your knowledge, and that your loans are in good standing, you may contact your federal loan servicer. Contact information for federal loan servicers is available at: <https://studentaid.ed.gov/sa/repay-loans/understand/servicers#my-servicer>.

Ortiz Attachment M



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Refer To File #: 502750-0001

VIA E-MAIL

February 22, 2018

Sarah Schroeder, Esq.
Federal Trade Commission
Western Division
901 Market Street, Suite 570
San Francisco, CA 94103

Re: *FTC v. American Financial Benefits Center, Ameritech Financial, Financial Education Benefits Center and Brandon Frere* ("Defendants"), N.D. Cal. Case No. 18-cv-00806-SBA (the "Action")

Dear Ms. Schroeder:

This letter will respond to yours dated January 29, 2018, in which the Commission indicated it would be willing to enter into a stipulated preliminary injunction to preserve judicial resources and provided a proposed form ("Stipulated PI") for Defendants' review. We have discussed your proposal with Defendants, and at this point the Defendants cannot accept the terms of the proposed Stipulated PI. They think it fundamentally unfair to ask for the appointment of a receiver when they have reached out repeatedly to the Commission about how they might address the Commission's concerns and modify their practices accordingly, and the Commission has been investigating the corporate defendants for at least 14 months. Nonetheless, we very much appreciated, and would like to thank you for, the opportunity to speak with Thomas McNamara. He was very forthcoming and candid about his approach as a receiver. We would note that during our call, he mentioned that he had previously worked as a compliance monitor on certain cases, and we would like to do further research on his work in that area.

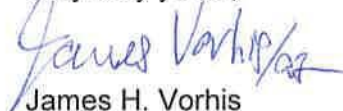
Your letter also requested the withdrawal of the confidential designation of certain documents produced by the Defendants during the Commission's investigation. Defendants agree that the Commission may use the materials you identify in your letter. Defendants do believe that the specific materials you have identified will contain confidential information such as PII. However, you have indicated that you have redacted any sensitive personal information from recording and transcripts to ensure it is not publicly disclosed, and we will take you at your word on that point. We would ask you to take extreme caution when using such materials to ensure that the identity of those individuals remains protected.

Finally, we wanted to notify you that Nicole Healy will be undergoing hip replacement surgery on March 12, 2018, and will be on medical leave for a month thereafter. To the extent that it is your intention to go forward with a motion for a preliminary injunction, we would ask you

Sarah Schroeder, Esq.
February 22, 2018
Page 2

to agree to a stipulated briefing schedule that takes her unavailability into account. We appreciate your anticipated courtesy, and look forward to discussing the scheduling if you intend to go forward with such motion.

Very truly yours,

A handwritten signature in blue ink that reads "James Vorhis". The signature is written in a cursive style with a horizontal line extending to the right.

James H. Vorhis
for Nossaman LLP

JHV:al

Ortiz Attachment N



Disclosures

Lab benefit not available in MD, NJ, NY and RI.
Global Travel Assistance not available to NY, FL, OR or WA residents.
Dental Benefit is not available to VT residents.
The discount program provides access to the Aetna Dental Access® network, which is administered by Aetna Life Insurance Company (ALIC). ALIC does not offer or administer the discount program, and is not an affiliate, agent or principal of the discount program. Dental providers are independent contractors and not employees or agents of ALIC. ALIC does not provide dental care or treatment and is not responsible for outcomes.
Benefits are not available to KS, UT, VT or WA residents.

Website

This discount card program is NOT insurance, not intended to replace insurance, and does not meet the minimum creditable coverage requirements under the Affordable Care Act or Massachusetts M.G.L. c. 111M and 956 CRM 5.00. **It contains a 30-day cancellation period**, provides discounts only at the offices of contracted health care providers, and each member is obligated to pay the discounted medical charges in full at the point of service. For a complete list of disclosures, please [click here](#). | [Limitations](#), [Exclusions and Exceptions](#) | Discount Plan Organization: New Benefits, Ltd., Attn: Compliance Department, PO Box 803475, Dallas, TX 75380-3475.

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