|     | Case 4:18-cv-00806-SBA Document  | 24 Filed 03/02/18 Page 1 of 5                         |
|-----|--|---|
| 2   | DAVID C. SHONKA<br>Acting General Counsel  |   |
| 3   | SARAH SCHROEDER, Cal. Bar No. 221528   |   |
| L I | ROBERTA TONELLI, Cal. Bar No. 278738<br>EVAN ROSE, Cal. Bar No. 253478                         |   |
|     | Federal Trade Commission   |   |
|     | 901 Market Street, Suite 570<br>San Francisco, CA 94103  |   |
|     | sschroeder@ftc.gov, rtonelli@ftc.gov, erose@ftc.go<br>Tel: (415) 848-5100; Fax: (415) 848-5184 | )V  |
|     |  |   |
|     | UNITED STATES DIS<br>NORTHERN DISTRICT   |   |
|     | OAKLAND D  |   |
|     |  |   |
|     | FEDERAL TRADE COMMISSION,  | Case No. 4:18-cv-00806-SBA                            |
|     | Plaintiff,   | DECLARATION OF ANDRE                                  |
|     | VS.  | ARCHIBALD IN SUPPORT OF<br>FEDERAL TRADE COMMISSION'S |
|     |  | MOTION FOR PRELIMINARY                                |
|     | AMERICAN FINANCIAL BENEFITS<br>CENTER, a corporation, also d/b/a AFB and AF                    | INJUNCTION  |
|     | 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.  |   |
|     |  |   |
|     |  |   |
| ,   |  |   |
| 3   |  |   |
|     | DECLARATION OF ANDRE ARCHIBALI<br>COMMISSION'S MOTION FOR P<br>4:18-CV-008                     | RELIMINARY INJUNCTION                                 |

#### DECLARATION OF ANDRE ARCHIBALD

My name is Andre Archibald and I reside in Texas. I work for the U.S. military.
 The following statements are within my personal knowledge and if called as a witness I would competently testify thereto.

2. On January 8, 2016, I responded to a solicitation about lowering my student loan payments. I do not recall if the solicitation was a mailer or a telemarketing call. I called the tollfree number for the offer and spoke with Sara Griley, a "Student Loan Specialist" at AmeriTech Financial ("AmeriTech"). Ms. Griley was familiar with my student loan and presented AmeriTech as being affiliated with the Department of Education. She represented that AmeriTech worked with the Department of Education to secure loan forgiveness for public sector employees. I value credibility and trusted AmeriTech because it was affiliated with the Department of Education.

3. I told Ms. Griley that I wanted more information about AmeriTech before I gave her my personal financial information. Ms. Griley sent me an email assuring me that AmeriTech was accredited by the Better Business Bureau ("BBB") and had an "A+ Rating." She stated that "AmeriTech Financial embodies [] 8 business virtues," including transparency, honesty, and integrity. She also said, "give me a call so we can start helping to reduce your Student Loan payments, or put you on track for total 100% forgiveness. Don't wait!" A true and correct copy of Ms. Griley's January 8, 2016 email to me titled "Federal Student Loan Repayment reduction and forgiveness Program" is attached as Archibald **Attachment A**. My personal information has been redacted from all attachments to this declaration.

4. Ms. Griley's email assured me that AmeriTech was a legitimate company so I called her and said I wanted to explore loan forgiveness options. Ms. Griley asked me a lot of questions about my loan, employment, and financial situation. She gave me the impression that my family size could affect my loan payment, but I do not recall details of our discussion about my family size. After reviewing my information, Ms. Griley told me I qualified for the Public Service Loan Forgiveness (PSLF) Program, which would decrease my loan payment and result in total loan forgiveness. She outlined the fees I would pay under "the program," which I

#### Case 4:18-cv-00806-SBA Document 24 Filed 03/02/18 Page 3 of 5

understood to mean the amount I would pay under the PSLF Program. She said I would pay
\$207 per month for eight months and then \$99 per month for my remaining loan term
(approximately nine years). She promised that after I made 120 payments on my new loan, the
remaining balance would be forgiven. She told me I would save thousands of dollars by
enrolling in the program. I told her I wanted to enroll in the PSLF Program.

5. While I was on the phone with Ms. Griley, she sent me an email that contained a link to various documents, including agreements, notices, and the Department of Education's PSLF Program application. Most of the forms were blank except for my name, address, and social security number. Ms. Griley told me to sign the forms electronically using a program called DocuSign while she stayed on the phone with me. I felt pressured to sign the documents and did not have time to carefully read all 36-pages of material. Some of the pages appeared to be duplicates. True and correct copies of the email and documents I received on January 8, 2016 from Ms. Griley are attached as **Archibald Attachment B**.

6. After I electronically signed the material Ms. Griley sent me, AmeriTech requested additional information, such as my paystubs. I promptly submitted all the requested information to AmeriTech.

7. On February 5, 2016, a company called Global Client Solutions withdrew \$207 from my checking account. I do not recall AmeriTech or Global Client Solutions telling me that these funds were in an escrow account or that I could access them.

8. On September 29, 2016, Cazandra Aguilar, a "Customer Service Representative" from Ameritech sent me the following email: "We need access to you FedLoan Web Portal. Please provide the email address, username & password associated with your account. Also, any security questions along with the correct answers." I trusted AmeriTech and thought it was affiliated with the Department of Education, so I sent Ms. Aguilar my FedLoan account login and password that same day.

9. Over a year passed and AmeriTech/Global Client Solutions withdrew my loan
payment from my checking account each month. On March 14, 2017, I received an email from
AmeriTech titled "GCS/AmeriTech Loan Docs." The email included two Account Activity

Statements from Global Client Solutions for my July and August 2016 payments. The
descriptions for my payments were confusing (e.g. "MMB" and "DP"), but I assumed it referred
to my student loan. True and correct copies of my Account Activity Statements from Global
Client Solutions are attached as Archibald Attachment C. The email included a pre-signed
"customer attestation" stating that AmeriTech had completed work on my student loan
modification. I do not remember signing the consumer attestation and that is not my signature
on the document. A true and correct copy of the consumer attestation I received from
AmeriTech is attached as Archibald Attachment D.

On June 29, 2017, I received an email from FedLoan stating, "We received your request to postpone your payments with a forbearance." A true and correct copy of the June 29, 2017 email I received from FedLoan Servicing is attached as Archibald Attachment E.

11. On July 4, 2017, I received another email from FedLoan Servicing stating, "We recalculated your monthly payment for the Income-Based Repayment (IBR) Plan." A true and correct copy of the July 4, 2017 email I received from FedLoan Servicing is attached as

## Archibald Attachment F.

12. On July 12, 2017, I received an email from "Customer Service" at AmeriTech. The email stated, "In order to expedite the processing of your file, we require login and password information for your existing loan servicer." A true and correct copy of the July 12, 2017 email I received from AmeriTech is attached as **Archibald Attachment G**.

13. Around September 2017, after I had been paying AmeriTech for a year and a half, I received an email from FedLoan Servicing stating that a payment was due for my student loan. I was confused because I had been paying \$99 per month for my loan. I called FedLoan and a FedLoan's representative told me that I was not enrolled in the PSLF Program. More disturbing, none of my payments to AmeriTech/Global Clients had gone towards my student loan balance or interest. The FedLoan agent reviewed my student loan account and explained that AmeriTech had submitted an application for the PSLF Program. However, when FedLoan received the supporting paperwork, I did not qualify for the PILF Program because my income was too high.

Archibald Declaration - Page 3

AmeriTech also submitted an application for my loan to be put into forbearance, which FedLoan granted. Unfortunately, my loan was still accruing interest while in forbearance.

14. In September 2017, I filed a complaint against AmeriTech with the Federal Trade Commission ("FTC"). In my complaint, I explained that AmeriTech promised to help me "eliminate debt, while really they just created another monthly debt for me." The money I paid AmeriTech "did not go towards my debt in any way." I filed the complaint because I was concerned that AmeriTech taking thousands of dollars from people who were trying to settle their educational debt. A true and correct copy of my complaint to the FTC is attached as Archibald Attachment H.

15. After I discovered that AmeriTech was not making my loan payment, I called the company. The AmeriTech agent I spoke with said I was paying a "membership fee" for financial products. This is the first time I recall hearing about a membership fee. During my prior correspondence with AmeriTech, the company referred to my payments as going towards my student loan. I was not interested in a membership to random services and would not have knowingly spent money on it. I stopped paying AmeriTech in September 2017.

16. I paid AmeriTech approximately \$2,700 and it did not improve my student loan situation. In fact, I now owe more on my loan than when I contacted AmeriTech. AmeriTech was not honest with me about its fees and services. If Ms. Griley had told me that I was paying for a membership unrelated to my student loan, I would not have given AmeriTech any money. I also would not have paid AmeriTech if the company had told me that it simply sent paperwork to the Department of Education that I could submit on my own for free. AmeriTech was not transparent with me, as demonstrated by the wording and placement of critical information in the company's contracts. If the company has a legitimate product to sell, then it should be clear with consumers.

17. I declare under penalty of perjury that the foregoing is true and correct. Executed on 23 Octobel, 2017, in Texas.

for public

Andre Archibald

Archibald Declaration - Page 4

Case 4:18-cv-00806-SBA Document 24-1 Filed 03/02/18 Page 1 of 3

## Case 4:18-cv-00806-SBA Document 24-1 Filed 03/02/18 Page 2 of 3

------ Forwarded message ------From: "Sara Griley" <<u>sara.griley@ameritechfinancial.com</u>> Date: Jan 8, 2016 1:07 PM Subject: Federal Student Loan Repayment reduction and forgiveness Program To: Cc:

Dear Andre,

Thanks for calling to check on your Student Loan repayment and forgiveness options with Ameritech Financial.

I am very excited to provide you with some information about the BBB, and what factors they use to determine how well the Ameritech Financial embodies the 8 business virtues to determine the credibility of a business.

The Better Business Bureau (BBB), founded in 1912, is a nonprofit organization focused on advancing marketplace trust. The BBB also alerts the public to scams, reviews advertising, and assists when donating to charity.

There are eight BBB Standards for Trust that the BBB expects its Accredited Businesses to strictly adhere to:

- 1. Build Trust ("maintain a positive track record in the marketplace")
- 2. Advertise Honestly
- 3. Tell the Truth
- 4. Be Transparent
- 5. Honor Promises
- 6. Be Responsive (address marketplace disputes)
- 7. Safeguard Privacy (protect consumer data)
- 8. Embody Integrity

\*Ameritech Financial proudly boosts an A+ Rating based on the BBB's assessment of the 8 factors listed.

Follow this link to see our rating directly on the BBB website, and then give me a call so we can start helping to reduce your Student Loan payments, or put you on track for total 100% forgiveness. Don't wait!

http://www.bbb.org/sacramento/business-reviews/financial-services/ameritech-financial-in-el-dorado-hls-ca-90022636/

These programs came out of the William D. Ford Act so here is information on that. <<u>http://www.nacacnet.org/issues-</u>action/LegislativeNews/Documents/DLProgramFactSheet.pdf>

Feel free to call me directly at <u>916-585-7980</u> anytime.

Thanks and Best Regards, Sara

Sara Griley Student Loan Specialist AmeriTech Financial Phone: 800-792-8621 ext. 203 Direct: 916-585-7980 Text 916-581-0970 Email: sara.griley@ameritechfinancial.com



1101 Investment Blvd. Suite 290 El Dorado Hills, CA 95762

Phone: (800) 792-8621 Fax: (866) 818-9026 Customer Service: <u>customer.service@ameritechfinancial.com</u> Submit Documents: <u>income.doc@ameritechfinancial.com</u> Web: <u>www.ameritechfinancial.com</u>

## Our Client Promise: 100% Client Satisfaction - 100% of The Time

NOTICE: The information contained in (and attached to) this e-mail is intended only for the personal and confidential use of the designated recipient(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you received this communication in error, please notify us immediately by reply e-mail, and delete the original message (including attachments).

Archibald Att. A - 2

------ Forwarded message ------From: "Sara Griley via DocuSign" <<u>dse@docusign.net</u>> Date: Jan 8, 2016 1:25 PM Subject: Documents for your DocuSign Signature To: "Andre Archibald" Cc:

| Please  | review and sign your document   | Docu <i>Sign</i>                  |  |  |  |  |
|---|---|-----------------------------------|--|--|--|--|
| From:   | Sara Griley (sara.griley@ameritechfinancial.<br>American Financial Benefits Center  | .com)                             |  |  |  |  |
| Hello And   | Hello Andre Archibald,  |                                   |  |  |  |  |
|   | y has sent you a new DocuSign document to view and sign. Plea<br>ts' link below to begin signing.   | ase click on the 'View            |  |  |  |  |
| I am sending you this request for your electronic signature, please review and electronically sign by following the link below. |   |                                   |  |  |  |  |
|   | View Documents  |                                   |  |  |  |  |
| Alternatel  | y, you can access these documents by visiting <u>docusign.com</u> , clickin<br>using this security code:                                    | g the 'Access Document' link, and |  |  |  |  |
|   |   |                                   |  |  |  |  |
|   | age was sent to you by Sara Griley who is using the DocuSign Electr<br>er not receive email from this sender you may contact the sender wit |                                   |  |  |  |  |
| If you need   | d assistance, please contact DocuSign Support (service@docusign.c   | om)                               |  |  |  |  |
|   | The Global Standard For Digital Transaction Manage  | ement™                            |  |  |  |  |



#### **Required Documentation and Instructions**

\*(All Forms Located in "Document Package" PDF)

- Please return the following documents to AmeriTech Financial as soon as possible.
- Failure to return documents in a timely manner will result in processing delays.
- <u>ONLY</u> sign the provided forms <u>do not date</u> forms unless otherwise instructed.
- Please <u>do not</u> fill out any additional information on the signature forms.

#### **Return the following documents to AMERITECH FINANCIAL within 2 weeks:**

- 1) Income Based (IBR) Federal Form
  - a. Your signature is required on Page 4. DO NOT DATE

#### i. <u>IF YOU'VE FILED MARRIED-JOINT ON YOUR MOST RECENT</u> <u>TAX RETURN, YOUR SPOUSE'S SIGNATURE IS ALSO REQUIRED</u> <u>ON PAGE 4</u>

#### 2) General Forbearance Request Federal Form

a. Your signature is required on bottom of page 2. **DO NOT DATE** 

#### 3) Paystubs – For the most recent month

a. Paystub date range needs to cover at least 30 days of pay, and must be within the most recent 30 days

#### 4) **1040 Tax Return**

a. For most recent filed year - please send a <u>FULL</u> copy of your return.

#### **Return the following documents to AMERITECH FINANCIAL within 6 months:**

#### 1) Employment Certification for Public Service Loan Forgiveness (PSLF) Federal Form

- a. <u>This form only applies if you work for a non-profit 501(c)3 or government entity.</u>
  - i. Step 1: Provide this form to your HR department to complete.
  - ii. Step 2: <u>Your signature and date (date required for this special form) is required at</u> the bottom of page 1.

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-DS

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iii. Step 3: Return to AMERITECH FINANCIAL.



## **Instructions: How to Return Required Documents**

#### 1) **Option 1: Email (\*Preferred\* )**

a. Attach required documents and email to:

#### income.doc@ameritech financial.com

\*<u>Do not</u> email documents to your Account Representative \*Only email files in <u>PDF format</u>

#### 2) **Option 2: FAX**

a. Fax securely to: 1-866-818-9026

#### 3) Option 3: Mail

a. Mail a physical copy of your documents to:

AmeriTech Financial <u>Attn:</u> Documents 1101 Investment Blvd Suite 290 El Dorado Hills, CA 95762

DocuSigned by: andre archibald E6FB4664CB4A4E6...

#### DocuSign Envelope ID: PUBLIC SERVICE LOAN FORGIVENESS (PSLF):

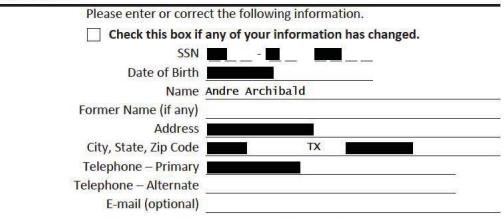
EMPLOYMENT CERTIFICATION FORM

OMB No. 1845-0110 Form Approved Exp. Date 12/31/2017

William D. Ford Federal Direct Loan (Direct Loan) Program

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

#### SECTION 1: BORROWER IDENTIFICATION



#### SECTION 2: BORROWER AUTHORIZATIONS, UNDERSTANDINGS, AND CERTIFICATIONS

Before signing, carefully read the entire form. For more information about PSLF, visit StudentAid.gov/publicservice.

#### I authorize:

- 1. My employer or other entity having records about the employment that is the basis of my request to make information from those records available to the U.S. Department of Education (the Department) or its agents or contractors.
- 2. The Department (and its agents or contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the telephone 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 understand that:

- 1. To qualify for PSLF, I must make 120 qualifying payments on my Direct Loan(s) while employed full-time by a qualifying employer or employers. Neither the 120 qualifying payments nor employment have to be consecutive.
- 2. To qualify for PSLF, I must be employed full-time by a qualifying employer or employers when I apply for PSLF and when my loan is forgiven.
- 3. If I qualify for forgiveness, only the remaining balance on my Direct Loan(s) will be forgiven.
- 4. By submitting this form, my student loan(s) held by the Department will be transferred to FedLoan Servicing.
- 5. The Department may request supplemental documentation substantiating my employment.
- 6. The Department will notify me in writing or electronically of the number of qualifying payments I have made while employed full-time by a qualifying employer or employers and the remaining number of qualifying payments I must make before I am eligible to apply for PSLF.
- 7. The Department will notify me in writing or electronically if the form that I submit is incomplete, or if it determines that my employment or payments do not qualify for PSLF. The Department will explain the reason for the determination and the steps I need to take to correct the form or make qualifying payments.
- 8. The Department will retain this certification form until I submit my application for forgiveness.

I certify that all of the information I have provided on this form and in any accompanying document is true, complete, and correct to the best of my knowledge and belief.

Check this box if you cannot obtain certification from your employer because the organization is closed or because the organization has refused to certify your employment. The Department will follow up to assist you in getting documentation of your employment. **Complete section 3, but do not complete Section 4.** 

Borrower Signature

Date

| DocuSign Envelope ID: |  |
|-----------------------|--|
| Docuoign Envelope ID. |  |
| Borrower Nam          |  |
| Donoweriwani          |  |
|                       |  |

Borrower SSN:

\_\_\_-

## SECTION 3: EMPLOYMENT INFORMATION (TO BE COMPLETED BY THE BORROWER OR EMPLOYER)

| 18.       | Authorized Official's Signature:   | <b>21.</b> Date:   |
|-----------|--|--|
| 17.       | Authorized Official's Title:   | <b>20.</b> Authorized Official's Email:  |
| 16.       | Authorized Official's Name:  | <b>19.</b> Authorized Official's Phone:  |
|           | <b>te:</b> If any of the information is crossed out or altered in So                           |  |
| 13.       | -  | nplete, and correct to the best of my knowledge and belief<br>f the organization named in Section 3. <b>Complete Items 16-21</b> . |
|           | CTION 4: EMPLOYER CERTIFICATION (TO BE COMPL   | ·  |
| <b>CF</b> | —  | No - Your employer does not qualify.   |
|           | No - Continue to Item 10   | Other school-based services     No. Your employee does not evaluate.   |
|           | Yes - Skip to Section 4  | School library services  |
|           | AmericCorps.   | <ul> <li>Public library services</li> </ul>  |
|           | a public child or family service agency, a Tribal college or university, or the Peace Corps or | <ul> <li>Public education</li> </ul>   |
|           | or Tribal government organization, agency, or entity,  | service organization" in Section 6)  |
|           | A governmental organization is a Federal, State, local,  | Public health (see definition of "public   |
| 9.        | Is your employer a governmental organization?  | <ul> <li>Dublic service for the elderly</li> </ul>   |
|           |  | Public service for individuals with disabilities   |
|           | religious instruction, worship services, or<br>proselytizing.                                  | "public service organization" in Section 6)  |
|           | organization, do not include any hours you spent on  | <ul> <li>Early childhood education (see definition of</li> </ul>   |
|           | employer is a 501(c)(3) or a not-for-profit  | <ul> <li>Public interest legal services (see Section 6)</li> </ul>   |
|           | under the Family Medical Leave Act of 1993. If your  | <ul> <li>Law enforcement (see Section 6)</li> </ul>  |
|           | Include vacation, leave time, or any leave taken   | <ul> <li>Public safety</li> </ul>  |
| 8.        | Hours Per Week (Average):  | <ul> <li>Military service (see Section 6)</li> </ul>   |
| 7.        | Employment Status: 🔲 Full-Time 🗌 Part-Time   | <ul> <li>Emergency management</li> </ul>   |
| _         | Still employed.  | Yes - Select all the services your employer<br>provides and then continue to Section 4.  |
|           | OR   | services?  |
| 6.        | Employment End Date:   | <b>14.</b> Does your employer provide any of the below   |
|           |  | No - Continue to Item 14.  |
| 5.        | Employment Begin Date:   | Yes - Your employer does not qualify.  |
|           | · · · · · · · · · · · · · · · · · · ·  | <b>13.</b> Is your employer a labor union?   |
| 4.        | Employer Website (if any):   | No - Continue to Item 13.  |
|           |  | Yes - Your employer does not qualify.  |
| 3.        | Employer Address:  | <b>12.</b> Is your employer a partisan political organization?   |
| •         |  | No - Your employer does not qualify.   |
|           | Your employer's EIN may be found on your Wage and Tax Statement (W-2).                         | Yes - Continue to Item 12.   |
|           |  | 11. Is your employer a not-for-profit organization?  |
| 2.        | Federal Employer Identification Number (EIN):  | No - Continue to Item 11.  |
|           |  | Yes - Skip to Section 4.   |
|           | · · ·  | section <b>501(c)(3)</b> of the Internal Revenue Code?   |
| 1.        | Employer Name:   | <b>10.</b> Is your employer a tax-exempt organization under  |

DocuSign Envelope ID: For the (IBR), a IDR Federa

## LAN REQUEST:

For the Revised Pay As You Earn (REPAYE), Pay As You Earn (PAYE), Income-Based (IBR), and Income-Contingent (ICR) repayment plans under the William D. Ford Federal Direct Loan (Direct Loan) and Federal Family Education Loan (FFEL) Programs OMB No. 1845-0102 Form Approved Exp. Date 10/31/2018

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

#### SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

#### Check this box if any of your information has changed.

| SSN                   |            |        |     |           |
|-----------------------|------------|--------|-----|-----------|
| Name                  | Andre Arch | nibald |     |           |
| Address               |            |        |     |           |
| City, State, Zip Code |            | тх     |     | 2         |
| Telephone - Primary   | (          |        | 24  | 50<br>(10 |
| Telephone - Alternate | (          | )      | 522 |           |
| Email (Optional)      |            | 1      | _   | <br>      |

#### SECTION 2: REPAYMENT PLAN OR RECERTIFICATION REQUEST

#### READ BEFORE COMPLETING THIS FORM:

- You can apply online at <u>StudentLoans.gov</u>. It is faster and easier to complete this form online.
- Income-driven repayment plans offer many benefits, but may not be right for everyone.
- You can learn more about these plans at <u>StudentAid.gov/IDR</u> and by reading Sections 9 and 10.
- It's simple to explore all of your repayment options at <u>StudentAid.gov/repayment-estimator</u>.
- You can find out which types of loans you have and who your loan holder or servicer is at nslds.ed.gov.
- If you need help completing this request, contact your loan holder or servicer for free assistance.
- You may have to pay income tax on any loan amount forgiven under an income-driven plan.

## 1. Select the reason you are submitting this form (Check only one):

- □ I am not in an income-driven repayment plan, but want to enter one <u>Continue to Item 2</u>.
- □ I am already in an income-driven repayment plan and am submitting documentation for the annual recalculation of my payment - <u>Skip to Item 5.</u>
- I am already in an income-driven repayment plan and am submitting documentation early because I want my loan holder to recalculate my payment immediately - <u>Skip to Item 5.</u>

I am already in an income-driven repayment plan, but want to change to a different income-driven repayment plan - <u>Continue to Item 2.</u>

#### 2. Choose a plan and then continue to Item 3.

- (Recommended) I want my loan holder to place me on the plan with the lowest monthly payment.
- REPAYE IBR
- PAYE ICR

#### 3. Do you have multiple loan holders or servicers?

- Yes Submit a separate request to each loan holder or servicer. <u>Continue to Item 4.</u>
- No Continue to Item 4.
- 4. Are you currently in a deferment or forbearance?
  - No Continue to Item 5.
  - Yes, but I want to start making payments under my plan immediately - <u>Continue to Item 5.</u>
  - Yes, but I do not want to start repaying my loans until the deferment or forbearance ends - <u>Continue to Item 5.</u>

If you have FFEL Program loans, they may only be repaid under IBR. If you request a different plan, your loan holder will consider you for IBR on your FFEL Program loans. You may be able to consolidate your FFEL Program loans into a Direct Consolidation Loan to take advantage of other income-driven plans by visiting <u>StudentLoans.gov</u>.

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|   | Borrower SSN:   |
|---|---|
| <ul> <li>SECTION 3: FAMILY SIZE INFORMATION</li> <li>5. How many children, including unborn children, are in your family and receive more than half of their support from you?</li> </ul>   | 6. How many people, excluding your spouse and children<br>live with you, and receive more than half of their<br>support from you?   |
| . Continue to Item 6.   | . Continue to Item 7.   |
| A definition of "family size" is available in Section 9.<br>Do not enter a value for you or your spouse. Those<br>values are automatically included, if appropriate.  | 7. What is your marital status?<br>Single - <u>Continue to Item 8.</u><br>Married - <u>Skip to Item 11.</u>   |
| <ul> <li>SECTION 4A: INCOME INFORMATION FOR SINGLE BORRO'</li> <li>8. Did you file a federal income tax return for either of the past two tax years? <ul> <li>Yes - Continue to Item 9.</li> <li>No - Skip to Item 10.</li> </ul> </li> <li>9. Has your income significantly changed since you filed your last federal income tax return? For example, have you lost your job, gotten divorced, or experienced a drop in income? <ul> <li>Yes - Continue to Item 10.</li> </ul> </li> </ul> | <ul> <li>10. Do you currently have taxable income? Check "No" if you do not have any income or receive only untaxed income.</li> <li>Yes - Skip to Section 5.</li> <li>No - Skip to Section 6.</li> <li>Remember, any person who makes a knowingly false statement or misrepresentation on this form may be subject to fines, imprisonment, or both.</li> </ul>           |
| <ul> <li>No - Provide your most recent federal income tax<br/>return or transcript. <u>Skip to Section 6.</u></li> <li>SECTION 4B: LOAN AND INCOME INFORMATION FOR MAI</li> <li>11. Does your spouse have federal student loans?</li> </ul>   | RRIED BORROWERS<br>16. Has your income significantly changed since you<br>filed your last federal income tax return? For  |
| <ul> <li>Yes - <u>Continue to Item 12.</u></li> <li>No - <u>Skip to Item 14.</u></li> <li>12. Provide the following information about your spouse and then <u>continue to Item 13:</u> <ul> <li>a. Spouse's SSN:</li> </ul> </li> </ul>   | example, have you lost your job or experienced a<br>drop in income?<br>Yes - <u>Skip to Item 18.</u><br>No - <u>Continue to Item 17.</u>  |
| b. Spouse's Name<br>c. Spouse's Date of Birth<br>13. If you are placed on the ICR plan, do you want to  | <ul> <li>17. Has your spouse's income significantly changed since your spouse filed his or her last federal income tax return? For example, has your spouse lost his or her job or experienced a drop in income?</li> <li>Yes - Continue to Item 18.</li> <li>No - Provide your and your spouse's most recent federal income tax return or transcript. Skip to</li> </ul> |
| repay your Direct Loans jointly with your spouse?<br>Yes - <u>Continue to Item 14.</u><br>No - <u>Continue to Item 14.</u><br>14. When you filed your last federal income tax return,   | Section 6.<br><b>18. Do you currently have taxable income?</b> Check "No" if<br>you do not have any income or receive only untaxed<br>income.   |
| did you file jointly with your spouse?<br>Yes - <u>Continue to Item 15.</u><br>No - <u>Skip to Item 20.</u>   | <ul> <li>Yes - Provide documentation of your income as instructed in <u>Section 5. Continue to Item 19.</u></li> <li>No - <u>Continue to Item 19.</u></li> </ul>  |
| <ul> <li>15. Did you and your spouse file a federal income tax return for either of the past two tax years?</li> <li>Yes - <u>Continue to Item 16.</u></li> <li>No - <u>Skip to Item 18.</u></li> </ul>   | Remember, any person who makes a knowingly false<br>statement or misrepresentation on this form may be<br>subject to fines, imprisonment, or both.  |

| SECTION 4B: LOAN AND INCOME INFORMATION FOR MA   |   |
|--|---|
| <ul> <li>19. Does your spouse currently have taxable income?<br/>Check "No" if your spouse has no taxable income or<br/>receives only untaxed income.</li> <li>Yes - Provide documentation of your spouse's<br/>income as instructed in <u>Section 5.</u></li> <li>No - <u>Skip to Section 6.</u></li> </ul> | <ul> <li>24. Are you reasonably able to access information about your spouse's income and able to have your spouse sign this application?</li> <li>Yes - Continue to Item 25.</li> <li>No - Provide documentation of only your income as instructed in <u>Item 21 or 22</u> and then</li> </ul> |
| <ul> <li>20. Did you file a federal income tax return for either of the past two years?</li> <li>Yes - Continue to Item 21.</li> <li>No - Skip to Item 22.</li> </ul>  | <u>skip to Section 6</u> .<br>25. Did your spouse file a federal income tax return for<br>either of the past two tax years?   |
| 21. Has your income significantly changed since you<br>filed your last federal income tax return? For<br>example, have you lost your job or experienced a  | <ul> <li>Yes - <u>Continue to Item 26.</u></li> <li>No - <u>Skip to Item 27.</u></li> <li>26. Has your spouse's income significantly changed</li> </ul>   |
| <ul> <li>drop in income?</li> <li>Yes - <u>Continue to Item 22.</u></li> <li>No - Provide your most recent federal income tax return or transcript. <u>Skip to Item 23.</u></li> </ul>   | since your spouse filed his or her last federal<br>income tax return? For example, has your spouse<br>lost a job or experienced a drop in income?<br>Yes - <u>Continue to Item 27.</u>  |
| <ul> <li>22. Do you currently have taxable income? Check "No" if you have no taxable income or receive only untaxed income.</li> <li>Yes - Provide documentation of your income as</li> </ul>  | No - Provide your spouse's most recent federal<br>income tax return or transcript. This information<br>will only be used for the REPAYE Plan. <u>Skip to</u><br><u>Section 6</u> .  |
| instructed in <u>Section 5</u> . <u>Continue to Item 23</u> .  | 27. Does your spouse currently have taxable income?<br>Check "No" if your spouse has no taxable income or<br>received only untaxed income.  |
| <ul> <li>23. Are you separated from your spouse?</li> <li>Yes - Provide documentation of only your income as instructed in <u>Item 21 or 22</u> and then <u>skip to Section 6</u>.</li> </ul>  | Yes - Provide documentation of your spouse's<br>income as instructed in <u>Section 5.</u> This<br>information will only be used for the REPAYE<br>Plan.   |
| No - <u>Continue to Item 24.</u>   | □ No - <u>Skip to Section 6.</u>  |

SECTION 5: INSTRUCTIONS FOR DOCUMENTING CURRENT INCOME

You only need to follow these instructions if, based on your answers in Section 4, you and your spouse (if applicable) are required to provide documentation of your current income instead of a tax return or tax transcript. After gathering the appropriate documentation, continue to Section 6.

• You must provide documentation of all taxable income you and your spouse currently receive.

to fines, imprisonment, or both.

- Documentation will usually include a pay stub or letter from your employer listing your gross pay.
- You must provide at least **one piece** of documentation for each source of taxable income.
- Taxable income includes, for example, income from employment, unemployment income, dividend income, dividend income, interest income, tips, and alimony.
- Do not provide documentation of **untaxed income** such as Supplemental Security Income, child support, or federal or state public assistance.
- If documentation is not available or you want to explain your income, attach a signed statement explaining each source of income and giving the name and the address of each source of income.
- 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 documentation are acceptable.

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| DocuSign Envelope II | D:      | -   |    |    | Borrower SSN: |           | =                                       |      |   |
|----------------------|---------|-----|----|----|---------------|-----------|---|------|---|
|                      | Si - 22 | 102 | 30 | 20 |               | 10 Die 10 | - 24 - 12 - 12 - 12 - 12 - 12 - 12 - 12 | 50 G | - |

#### SECTION 6: BORROWER REQUESTS, UNDERSTANDINGS, AUTHORIZATION, AND CERTIFICATION

If I am requesting an income-driven repayment plan or seeking to change between income-driven repayment plans, I request:

- That my loan holder place me on the plan I selected in Section 2 to repay my eligible Direct Loan or FFEL Program loans held by the holder to which I submit this form.
- If I do not qualify for the plan or plans I requested, that my loan holder place me on the plan with the lowest monthly payment amount.
- If I selected more than one plan, that my loan holder place me on the plan with the lowest monthly payment amount from the plans that I requested.
- If more than one of the plans that I selected provides the same initial payment amount, or if my loan holder is determining which income-driven plans I qualify for and I qualify for more than one of those plans, my loan holder will use the following order in choosing my plan: REPAYE (if my repayment period is 20 years), PAYE, REPAYE (if my repayment period is 25 years), IBR and then ICR.

If I am currently repaying my Direct Loans under the IBR plan and am requesting to change to another income-driven plan, I must be placed on the Standard Repayment Plan, and cannot change to the plan that I requested until I make a payment under the Standard Repayment Plan or make a payment under a reduced-payment forbearance.

If I check the box below, I request that my loan holder grant me a reduced-payment forbearance for one month so that I can move from the IBR plan to my new income-driven repayment plan.

□ I want a one-month reduced-payment forbearance in the amount of (must be at least \$5).

I understand that:

- If I do not provide my loan holder with this completed form and any other required documentation, I will not be placed on the plan that I requested.
- I may choose a different repayment plan for any student loans that are not eligible for income-driven repayment.
- If I requested a reduced-payment forbearance of less than \$5 above, my loan holder will grant my forbearance request in the amount of \$5.
- If I am requesting the ICR plan, my initial payment amount will be the amount of interest that accrues each month on my loan until my loan holder receives the income documentation needed to calculate my payment amount. If I cannot afford the initial payment amount, I may request a forbearance by contacting my loan holder.
- If I have FFEL Program loans, my spouse may be required to give my loan holder access to his or her loan information in the National Student Loan Data System (NSLDS). My loan holder will contact me with further instructions.
- My loan holder may grant me a forbearance while processing my application or to cover any period of delinquency that exists when I submit my application.

I authorize the loan holder to which I submit this request (and its agents or contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at any 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:   |
|---|---|
| Spouse's Signature  | Date:   |
| If your and uncerted trains an arrest is nonvitual to sta | w shis forms unloss you analyzened "year" as lases 32 or "u |

If you are married, your spouse is required to sign this form unless you answered "yes" to Item 23 or "no" to Item 24.

Return the completed form and any documentation to: (if no address is shown, return to your loan holder or servicer.) If you need help completing this form, call: (if no telephone number is shown, call your loan holder or servicer.)

## SECTION 8: INSTRUCTIONS FOR COMPLETING THE FORM

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: March 14, 2015 = 03-14-2015. Include your name and account number on any documentation that you are required to submit with this form. Return the completed form and any required documentation to the address shown in Section 7.

#### **SECTION 9: DEFINITIONS**

#### COMMON DEFINITIONS FOR ALL INCOME-DRIVEN REPAYMENT PLANS:

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

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

The **poverty guideline amount** is the figure for your state and family size from the poverty guidelines published annually by the U.S. Department of Health and Human Services (HHS). The HHS poverty guidelines are used for purposes such as determining eligibility for certain federal benefit programs. If you are not a resident of a state identified in the poverty guidelines, your poverty guideline amount is the amount used for the 48 contiguous states.

**Family size** always includes you and your children (including unborn children who will be born during the year for which you certify your family size), if the children will receive more than half their support from you.

For the PAYE, IBR, and ICR Plans, family size also always includes your spouse. For the REPAYE plan, family size includes your spouse unless your spouse's income is excluded from the calculation of your payment amount because you are (1) separated from your spouse or (2) unable to access your spouse's income information. For all plans, family size also includes other people only if they live with you now, receive more than half their support from you now, and will continue to receive this support for the year that you certify your family size. Support includes money, gifts, loans, housing, food, clothes, car, medical and dental care, and payment of college costs.

For the purposes of these repayment plans, your family size may be different from the number of exemptions you claim on your federal income tax return.

**Capitalization** is the addition of unpaid interest to the principal balance of your loan. This will increase the principal balance and the total cost of your loan.

A **deferment** is a period during which you are entitled to postpone repayment of your loans. Interest is not generally charged to you during a deferment on your subsidized loans. Interest is always charged to you during a deferment on your unsubsidized loans.

A **forbearance** is a period during which you are permitted to postpone making payments temporarily, allowed an extension of time for making payments, or temporarily allowed to make smaller payments than scheduled.

The **holder** of your Direct Loans is the U.S. Department of Education (the Department). The holder of your FFEL Program loans may be a lender, secondary market, guaranty agency, or the Department. Your loan holder may use a servicer to handle billing, payment, repayment options, and other communications on your loans. References to "your loan holder" on this form mean either your loan holder or your servicer.

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|      | 1ª    | TRITES C | 2      |   |

GFB

GENERAL FORBEARANCE REQUEST

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 document will be subject to penalties which may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

#### SECTION 1: BORROWER IDENTIFICATION

ID:

|  | Please enter or correct the following information. Check this box if any of your information has changed. SSN |              |
|--|---|--------------|
|  | Address   |              |
|  | City, State, Zip Code TX  |              |
|  | Telephone – Primary   |              |
|  | Telephone – Alternate   |              |
|  | E-mail Address (optional)   |              |
| SECTION 2: FORBEARANCE REQUEST   |   |              |
| Before completing this form, carefully read the entire form, in  | ncluding the instructions and other information in Sections 3, 4, and 5.                                      |              |
| <ul> <li>I am willing but unable to make my current Direct Loan payme<br/>related to one of the following situations (check one):</li> </ul> | ents due to a temporary hardship. I am requesting this forbearance because I am experiencing a tempora        | ary hardship |
| X 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) and ending (MM-DD-YYYY) 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 Ioan principal and interest, but interest will be charged on all of my Ioans.
- (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 | <b>OR ENDORSER'S</b> | SIGNATURE |
|--|------------|----------------------|-----------|
|--|------------|----------------------|-----------|

DATE:

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| El Dorado H<br>Telephone:<br>Fax:<br>Website: | nent Blvd Suite 290<br>(ills, CA 95762<br>(800) 792-8621<br>(866) 818-9026<br>www.AmeriTechFinancial.<br>income.doc@AmeriTechFi<br>support@AmeriTechFinan | inancia |              |
|---|---|---------|--------------|
| Client Nam                                    | e: Andre Archibald  |         | Client #:    |
| Address:                                      |   |         | Home Phone:  |
| City, State,                                  | Zip   | тх      | Other Phone: |

| Date: / | 8/2016 |
|---------|--------|
|---------|--------|

Thank you for contacting **AmeriTech Financial**. 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 United States Department of Education. **AmeriTech Financial** ("AF") is a privately owned company that helps consumers like you identify programs that may be suitable for their situation, gathers their relevant application documents, and then assists them by preparing those documents for review and submission. 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. With your permission and instruction, please provide your National Student Loan Data System federal student identification ("FSA ID") login information, and / 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 FSA ID login, please contact AF at 1-800-792-8621 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@AmeriTechFinancial.com
- 5. Be sure to retain a copy of all documents for your records.

Due to the importance of this material and so that we may start working for you as soon as possible, please return these documents and, if possible, provide your FSA ID login to AmeriTech Financial via secure fax, email to income.doc@AmeriTechFinancial.com, or mail to 1101 Investment Blvd Suite 290, El Dorado Hills, CA 95762 as soon as possible.

If you have any questions when reviewing the attached documents, please feel free to contact your AmeriTech Financial Client Services Representative directly at **1-800-792-8621**.

| Client Signature:_ | andr     | archibald |
|--------------------|----------|-----------|
|                    | F6FB4664 | CB4A4F6   |

Date: /8/2016

DocuSign Envelope ID: 1F0ADEE9-CA48-411F-9BCC-D892ED6147DE

#### National Student Loan Data System Access Permission

Purpose: For AmeriTech Financial to Access My Student Loan Information from Government Databases

Reason: To Obtain Accurate Information Relating to My Student Loans For Application Purposes

What I Need to Do: As the Debtor who is responsible for these loans, you need to create an online User Name and Password. The U.S. Department of Education recommends that you keep your User Name and Password secure to prevent any fraudulent use. The purposes of the User Name and Password is to permit you access to various government websites and allow you to sign electronically on any applications. There are other purposes as well, so please keep your information secure.

Why We Request Your User Name and Password: With your permission and instruction, we need to carry out the application services that you have requested of us. We will keep your User Name and Password secure, and we will never share it with third parties. We need this information to complete our contracted services, including gathering the relevant, pending loan information pertaining to you, and completing the applications that you qualify for. While the government does not encourage such sharing because they want to prevent fraud and abuse, with your consent and instruction we are permitted to review and assist you with the services you have requested of us. We will never use this information to sign or submit applications for you- you must do that on your own.

**Authorization**: As part of the federal student loan assistance application process, it will be most efficient for AmeriTech Financial to access your student loan information within the Student Loan Data System ("Data System") located online at http://www.nslds.ed.gov.

The 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 application(s).

By opting in to the AmeriTech Financial Document Preparation and Service Agreement, we request that you allow AmeriTech Financial and its agents to access your profile and all the data contained within that profile. In order to allow this access, you will need to provide your FSA ID and password.

Please note that all information that AmeriTech Financial obtains from the Student Loan Data System will be used expressly for the purposes of confirming information, assisting in the completion and submission of applications, and, if purchased, annual monitoring and validation of your account.

#### **Acknowledgment**

I have read, understood, and agree to the above statements regarding access to my Data System profile. I understand that any information received or accessed will be used solely for the purposes as stated above.

By signing below, I agree to allow AmeriTech Financial and its agent's access the Student Loan Data System and my personal profile as explained above.

|                    | DocuSigned by: |           |  |
|--------------------|----------------|-----------|--|
| Client Signature:_ | andr           | Archibald |  |
|                    | E6FB4664       | CB4A4E6   |  |

Date: /8/2016

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#### AmeriTech Financial Document Preparation and Service Agreement

| Section 1: Client Information                                    | Client ID:Agreement Date: 1/8/2016   |  |  |
|--|--|--|--|
| Client First Name: And re  | Client Last Name: Archibald  |  |  |
| Client Middle Initial:   | Former Last Name   |  |  |
| Street Address:  | City, State, Zip: TX   |  |  |
| Client Email:  | Client Phone:  |  |  |
| Section 2: Client's Estimated Summary of Cur                     | rent Federal Student Loans   |  |  |
| The basis of this sum  | mary is derived from the input provided by the client.   |  |  |
| Estimated Total Federal Loan Balance: \$                         | Loan Status (current, delinquent, default, consolidated): Current                                  |  |  |
| Approximate Current Monthly Payment: \$ 298.00                   | New Loan Payment Validation Term: Annually   |  |  |
| Estimated New Loan Payment: \$ 20.00                             | Current Loan Servicer(s): Navient  |  |  |
| Federal Loan Types (Parent+, Direct, FFEL, Consolidation, Ot     | her):  |  |  |
| Section 3: Required Consolidation Application                    | Information  |  |  |
| Client SSN:  | Client DOB (MM-DD-YYYY): -   |  |  |
| DL / ID Number & State: TX                                       | FSA ID & Code: /   |  |  |
| Employer Name:   | Occupation: Recruiter  |  |  |
| Employer Street Address:   | Employer City, State, Zip: TX  |  |  |
| Employer Phone:  | Client Stated Family Size: 6   |  |  |
| Client Marital Status: Single                                    | Client Stated Tax Filing Status: Single  |  |  |
| Current Annual Income: \$  | Form of Documented Income Submitted: Paystubs  |  |  |
| Spouse First Name:   | Spouse Last Name:  |  |  |
| Spouse SSN:  | Spouse DOB:  |  |  |
| Spouse Employer Name:  | Spouse Work Phone:   |  |  |
| Spouse Annual Income: \$   | PSLF 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: AF Document Preparation and Servi                     | ce Agreement Program Payment   |  |  |
| AmeriTech Financial Paymen                                       | t / Fees are separate of loan costs and /or payments made by Client                                |  |  |
| AF Program Payment/Fee Amount: \$800                             | AF Program Payment Amount: \$ .00  |  |  |
| First Program Payment Date: 2016-02-05                           | Payment Term (months): 9   |  |  |
| Section 5: Client Payment Information                            |  |  |  |
| Bank Name:   | Account Number:  |  |  |
| Account Type (Checking / Savings): Checking                      | Routing Number:  |  |  |

This Service Agreement is made and entered into, the date of signing, by and between AmeriTech Financial ("AF"), 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 the AmeriTech Financial Document Preparation and Service Agreement. All information above is provided by the Client.

Client Signature: andre archibald

Date: 1/8/2016

## **AmeriTech Financial**

## **Privacy Policy**

AmeriTech Financial (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 will not 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:

AmeriTech Financial 1101 Investment Blvd Suite 290 El Dorado Hills, CA 95762

If by email: support@AmeriTechFinancial.com

If by phone: 1-800-792-8621 Extension: 0

#### 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 AmeriTech Financial at 1101 Investment Blvd Suite 290, El Dorado Hills, CA 95762

DocuSigned by: andre archibald Client Signature: - E6FB4664CB4A4E6...

Date: /8/2016

#### NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation whatsoever, within three business days of the day in which you enroll for this service.

If you cancel, all payments or other consideration which may have already been made by you will be returned within ten business days following receipt by the telephone solicitor of your cancellation notice.

If you cancel, you must return the goods to the telephone solicitor at the address listed below and at the telephone solicitor's risk and expense within twenty days of the date you receive back from the telephone solicitor the payments or consideration you have already made.

To cancel this transaction, deposit in the mail or deliver a signed and dated copy of this cancellation notice or any other written notice to AmeriTech Financial at

AmeriTech Financial c/o Customer Service Department 1101 Investment Blvd Ste. 290 El Dorado Hills, CA 95762

Not later than midnight of the third business day after which you received this notice.

I hereby cancel this transaction.

(Client's signature)

(Print Name)

(Date)

#### NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation whatsoever, within three business days of the day in which you enroll for this service.

If you cancel, all payments or other consideration which may have already been made by you will be returned within ten business days following receipt by the telephone solicitor of your cancellation notice.

If you cancel, you must return the goods to the telephone solicitor at the address listed below and at the telephone solicitor's risk and expense within twenty days of the date you receive back from the telephone solicitor the payments or consideration you have already made.

To cancel this transaction, deposit in the mail or deliver a signed and dated copy of this cancellation notice or any other written notice to AmeriTech Financial at

AmeriTech Financial c/o Customer Service Department 1101 Investment Blvd Ste. 290 El Dorado Hills, CA 95762

Not later than midnight of the third business day after which you received this notice.

I hereby cancel this transaction.

(Client's signature)

(Print Name)

(Date)

## AmeriTech Financial

## **Complaint Policy**

Our goal at AmeriTech Financial is to provide exceptional service to our Clients. While every effort is taken to ensure we treat our Clients in a fair, courteous, and honest manner, sometimes our Clients have special inquiries that require our immediate attention.

We believe that our Clients have the right to raise a complaint, and the right to have their complaints addressed immediately. We also believe that a successful organization must be willing to evolve in an effort to meet the needs of its Clients. Therefore, we have established a complaint process for Clients who are unsatisfied with the service or treatment they have received.

#### How to Initiate a Complaint

In the event you are unsatisfied with our service, please initially direct your comment or complaint directly to the employee or team which is responsible for your dissatisfaction. If the individual employee cannot resolve the matter, we will quickly engage the relevant Manager or Director to resolve your matter.

We always attempt to resolve your concerns at the first point of contact. However, if you are not satisfied with the resolution, you may then notify our Compliance Officer directly in writing at:

- 1. Compliance@AmeriTechFinancial.com
- 2. 1-800-792-8621 Extension: 0
- 3. AmeriTech Financial Attention: Compliance Officer 1101 Investment Blvd Suite 290 El Dorado Hills, CA 95762

#### Please include the following in your written correspondence

- 1. A clear description of the complaint and any suggestions you may have that would resolve your grievance.
- 2. Details of any relevant information relating to any contacts you may previously have had with AmeriTech Financial on this subject.
- 3. Whether it is an original complaint, or a follow-up to a reply you were not satisfied with.
- 4. Your complete contact information (including full postal address, telephone number, and email address) and your date of birth (for verification purposes).

#### What to Expect

We strive to resolve all complaint inquiries as quickly and efficiently as possible. You can expect to receive a response from us within 2 business days after we receive your complaint. If your case is particularly complex and cannot be resolved within 2 business days, we will provide you with an estimated time in which you should expect to receive such resolve. Thank You.

#### **Limited Power of Attorney**

To: Any and all of my Student Loan Creditors:

I, hereby duly authorize, empower and appoint AmeriTech Financial of 1101 Investment Blvd Suite 290, El Dorado Hills, CA 95762 its agents and representatives ("AF") permission to perform any acts necessary or convenient, including but not limited to, the following on my behalf:

1. To communicate with any and/or all of my providers and their servicing agencies to obtain information on my student loans.

2. Prepare, sign, and file with my prior approval any documents pertaining to my student loans with any governmental body or agency.

3. 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, financial adjustments, 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 AF is true and accurate.

4. 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 AF concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act.

I understand that AF 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 AF relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against the AF relating to the practice of law. I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the AF 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 (Date):_      | 1/8/2016                            |                    |   |  |
|---------------------------|-------------------------------------|--------------------|---|--|
| Applicant Signature:      | Docusigned by:<br>Andre Archibald _ | _ Applicant SSN: _ |   |  |
|                           | E6FB4664CB4A4E6                     |                    |   |  |
| Applicant Name: <u>An</u> | dre Archibald                       | _ Applicant DOB:   | / |  |

#### 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:

Client Best Contact Phone Number:

Client Best Mailing Address:

#### 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.

**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.

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.

|  | <br> |
|--|------|

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 oneon-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

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 Agreement<sup>1</sup>

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.

<sup>&</sup>lt;sup>1</sup> 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.

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.

**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

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 entirely 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: Andre _Archibald                     | Executed On this Date: 1/8/2016 |
|---|---------------------------------|
| Member Signature: Andre Archibald                 | Date of Birth:                  |
| Driver License Number:                            | Social Security Number:         |
| For: Financial Education Benefits Center ("FEBC") |                                 |

By: Jennifer Martinez Title: Administrative Representative

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| DocuSign Envelope ID:         |   |                         |                   |
|-------------------------------|---|-------------------------|-------------------|
|                               |   |                         |                   |
| Date:                         |   |                         |                   |
| Name & Address: <sup>An</sup> |   |                         |                   |
|                               |   |                         |                   |
|                               |   |                         |                   |
| To whom this may con          |   |                         |                   |
|                               |   | rrent annual gross inco | ome for this year |
| will be \$                    |   |                         |                   |
| Thank you,                    |   |                         |                   |
| Signed:                       |   | -                       |                   |
| <b>Print:</b> Andre Archibal  | d |                         |                   |
| SSN:                          | · | _                       |                   |

### NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation whatsoever, within three business days of the day in which you enroll for this service.

If you cancel, all payments or other consideration which may have already been made by you will be returned within ten business days following receipt by the telephone solicitor of your cancellation notice.

If you cancel, you must return the goods to the telephone solicitor at the address listed below and at the telephone solicitor's risk and expense within twenty days of the date you receive back from the telephone solicitor the payments or consideration you have already made.

To cancel this transaction, deposit in the mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Financial Education Benefits Center at

Financial Education Benefits Center c/o Customer Service Department 5880 Commerce Blvd Ste. 105 Rohnert Park, CA 94928

Not later than midnight of the third business day after which you received this notice.

I hereby cancel this transaction.

(Client's signature)

(Print Name)

(Date)

### NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation whatsoever, within three business days of the day in which you enroll for this service.

If you cancel, all payments or other consideration which may have already been made by you will be returned within ten business days following receipt by the telephone solicitor of your cancellation notice.

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To cancel this transaction, deposit in the mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Financial Education Benefits Center at

Financial Education Benefits Center c/o Customer Service Department 5880 Commerce Blvd Ste. 105 Rohnert Park, CA 94928

Not later than midnight of the third business day after which you received this notice.

I hereby cancel this transaction.

(Client's signature)

(Print Name)

(Date)

# AmeriTech Financial

## **Document Preparation and Service Agreement**

This Service Agreement is entered into on the date shown below between the AmeriTech Financial ("AF") and the Client shown below ("Client").

AF 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"). AF is a private company, not affiliated with any government agency and, for a fee, will assist in assembly and submission of student loan consolidation, and/or other repayment plan program documents. AF is not a lender or a debt consolidation company. It does not promise to improve your credit score.

Client requests AF to perform, in good faith, the following services, ("the Services"): (a) Review 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) Prepare and process, on the Client's behalf, a Federal Student Loan Consolidation Application, and/or other repayment plan program application with the DOE after Client selects desired option.

Now therefore in consideration of the foregoing and every term, covenant and condition hereafter set forth, AF and Client do hereby understand, covenant and agree to the following:

**1. Provide Complete and Truthful Information.** AF will provide Client with an overview session limited to his/her Federal Student Loan debts to assist the Client in locating options that may be available to Client. Client expressly represents and warrants that he/she/they will at all times provide AF 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, AF 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 AF's review and due diligence, AF 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. Where appropriate, AF will assist in applying for pre-consolidation forbearance, applying for loan consolidations, submitting post-consolidation documents, applying for income-based repayment programs and reapplying for income-based repayment programs.

**3. Fees for Services.** The cost of the program for a client enrolling is \$800.00, and shall be charged to the Client's chosen dedicated account as specified below after obtaining approval of a Federal Student Loan Consolidation, or any other Department of Education repayment plan option on Client's behalf. Thereafter, AF will reach out annually to assist borrower with any additional student loan repayment plan needs at a cost determined and payable at the time services are provided.

**4. Documents Service Agreement and Monthly Cost Authorization.** AF will use a third party payment processor to debit Client for fees/payments and Client shall pay all processing fees associated with such. Client herby authorizes AF to deduct all payments due per this contract from the financial institution listed in the accompanying Credit Card/ACH 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 AmeriTech Financial to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until AF has received written notice from Client of its termination in such time and such manner as to afford AF 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 AF (unless otherwise limited or prohibited by state law), the amount of which may be debited from Client's account.

**5. Process.** Once paperwork has been received, processing will begin. AF will always act promptly on Client's documents and program. Be advised that Federal Student Loan Consolidations, and other repayment plans completed by AF rely on the relevant lenders for prompt service and AF 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. AF solely prepares and provides documents/applications for Client's review and approval before it submits such documents to the DOE. AF does not control the DOE application review process.

**6. Indemnification and Hold Harmless.** Client hereby agrees to defend and hold harmless AF 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 AF, 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. AF 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 AF, 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 AF or Client's failure to follow any recommendation of AF, 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.

7. 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: AF, Attn: Customer Service, 1101 Investment Blvd Suite 290, El Dorado Hills, CA 95762. 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.

**8. 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.

**9.** Cancellation Policy. 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.

**10. Limitations on Damages.** AF'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 AF. 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.

**11. Information Authorization:** Client hereby authorizes AF to verify Client's past and present employment earnings records for income verification purposes that are needed to process Client's Federal Student Loan Consolidation, and/or other repayment plan program available to Client. The information AF obtains is only to be used in the processing of Client's application for a Federal Student Loan Consolidation or any other repayment plan program through the DOE, and AF does not provide any form of credit repair, credit score enhancement, or debt relief.

**12. Legal Authorization Form**: This form will serve to acknowledge that Client has authorized AF to act on Client's behalf to apply for consolidation of Client's Federal Student Loans, and/or other repayment plan programs available to Client. Client has been advised that if approved for the Federal Student Loan Consolidation, and/or other repayment plan program, Client will receive a sixty (60) day furlough before payments will start. If Client has any questions regarding this Federal Student Loan Consolidation Program, Client should contact AmeriTech Financial at 1-800-792-8621.

**13. Important Disclosures about the AmeriTech Financial Services.** Client may choose to complete his/her own consolidation documents based on the applicable federal student loan programs and is not obligated to use a third party resource such as AF or pay a service fee. Please note that AF does not expressly or impliedly warranty, represent or guarantee that it will be able to reduce Client's total student loan debt or monthly payments.

- Failure to make timely payments, or non-payment to Client's creditors will adversely affect the credit standing, collection efforts, and may incur more fees and interest.
- If Client utilizes a Dedicated Account to save funds towards program fees, Client owns the funds in the account; Client may withdraw from AF's service at any time without penalty; and if Client withdraws from AF's service, he or she will get all the money in the account other than fees earned in compliance with the TSR.

**14. Dedicated Savings Account: Client understands that Client is solely in control of all savings funds** for the purpose of paying the fees due for the services that AF is contracting to perform. Client will designate an account for program savings funds and such dedicated account is independent from AF. Client selects:

X\_FDIC Insured Bank thru Global Client Solutions, LLC

\_ Another account of Member's choosing

### **Payment Information**

Total Amount: \$800.00

BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), I HEREBY ACKNOWLEDGE THAT I HAVE NOT BEEN ADVISED BY AMERITECH FINANCIAL, 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, I AM RESPONSIBLE FOR MAKING MY PAYMENTS, AND FAILURE TO DO SO COULD DISQUALIFY ME/US FROM OBTAINING THE SERVICE THAT WAS AGREED UPON. I UNDERSTAND THAT I CAN APPLY ON MY OWN TO CONSOLIDATE MY LOANS WITHOUT THE ASSISTANCE OF AMERITECH FINANCIAL. I FURTHER ACKNOWLEDGE THAT NO GUARANTEES CONCERNING THE SUCCESS OF THE LOAN CONSOLIDATION HAVE BEEN PROVIDED TO ME/US BY AMERITECH FINANCIAL, 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.

## ACKNOWLEDGMENT

As indicated by my signature below, I acknowledge that I have read, understand and agree to the terms and conditions of the Document Preparation and Service Agreement.

| Client Name: Andre Archibald         | Executed On this Date: 1/8/2016 |
|--------------------------------------|---------------------------------|
| Client Signature: Andre Archibald    | Date of Birth:                  |
| Driver License Number:               | Social Security Number:         |
| For: AmeriTech Financial ("AF")      |                                 |
| By: Thomas Knickerbocker             |                                 |
| Title: Administrative Representative |                                 |



#### DEDICATED ACCOUNT AGREEMENT AND APPLICATION

I. This Dedicated Account Agreement and Application ("Agreement") contains the terms, conditions, and disclosures that apply to your dedicated account ("Account"). By signing this Agreement or using your Account, you agree that this Agreement shall apply; and you agree to abide by all of the terms and conditions set forth herein, including the "ARBITRATION OF DISPUTE" provision in paragraph XVIII on page 23 of this Agreement, which requires you to arbitrate any dispute with Global. If you have any questions that you do not believe are addressed in this Agreement, you can and should call, email, or write Global Client Solutions, LLC ("Global") at the number or addresses shown at the end of this Agreement. Please review this Agreement carefully and keep it with your other important records. In this Agreement, the words, "I", "me", "mine", "my", "you" and "your" mean you and any other party who you authorize to use your Account.

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

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

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

V. Authorizing and Initiating Transactions: In this Agreement you authorize certain transactions involving your Account. Unless you direct otherwise in writing, Global may also act upon those instructions that you have conveyed to your Sponsor, as defined in the application portion of this Agreement, and such instructions may be acted on without further confirmation. From time to time, you may change those instructions and/or give other instructions by contacting Global's Customer Support. In any event, you must always provide a reasonable period of time to act upon your instructions. All deposits to your Account will be authorized and initiated, as applicable, pursuant to your instructions, and all disbursements from your Account will be authorized and initiated pursuant to your instructions and

provided it contains sufficient funds to cover the amount of the disbursement. However, neither Global, nor any service provider to Global shall be responsible for determining when a payment is actually due, nor shall they be responsible for determining whether a payment is for the correct amount or otherwise proper. Global's sole obligation in this regard will be to execute your payment instructions in a commercially reasonable manner as soon as practical after receipt of such instructions. Global shall not be responsible for any late payment fee, penalty or other charge levied against you; or for any other adverse action taken by any party. Global shall not be liable for any consequences or damages you may claim resulting from Global acting on your instructions.

Fees and Charges: The "SCHEDULE OF FEES AND VI. CHARGES" identifies the fees and charges you are obligated to pay Global in connection with this Agreement and your Account; and you agree that these fees and charges may be deducted directly from your Account. The fees and charges in the "SCHEDULE OF FEES AND CHARGES" are the only fees associated with Global's services and your Account. The Monthly Service Charge for the first month in which your Account is established will not be prorated and will be deemed earned in full as of the day the Account is established, e.g., if your Account is established on the 15th day of a month, the Monthly Service Charge for such month shall be earned as of that day. Thereafter, the Monthly Service Charge will be deemed earned in full on the first day of each calendar month during which your Account remains open. Other fees will be deemed earned at the time of the transaction or the event that gives rise to the fee. You expressly acknowledge that Global may increase the fees and charges associated with your Account at any time, and that you will be provided with written notice at least thirty (30) days' prior to such increase. Global shall not be responsible for any other fees and/or charges that you may incur in association with your financial service program.

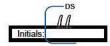
VII. Termination of Agreement / Account Closure: You may terminate this Agreement and close your Account at any time by sending a written notice to Global's Customer Support. The written notice must provide Global with the following information:

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

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

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

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



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

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

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

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

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

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

XIV. Disputes: You understand and agree that Global is not a party to your financial service program, and does not participate in the consolidation of your federal student loans. This Agreement is separate and independent from any contractual obligations you may have with your student loan lenders or your Sponsor, as defined in the application portion of this Agreement. Accordingly, you hereby expressly acknowledge that Global does not have any involvement in or responsibilities of any nature with respect to your contractual agreement with your Sponsor, your financial service program or the results that you may or may not achieve from your participation in a financial service program. Furthermore, you hereby expressly acknowledge that any representation, statement, or obligation made by your Sponsor or in connection with your financial service program does not and cannot bind Global. Finally, you expressly acknowledge that Global shall not be liable for any actions taken by your Sponsor in connection with your financial service program.

XV. Garnishment Acknowledgement: In the event that a creditor of yours moves to garnish funds in your Account, you expressly acknowledge that Global will answer the garnishment and comply with any writ issued by the Court in accordance with the applicable state law. Furthermore, you expressly acknowledge that Global will not be responsible for challenging or raising a defense to the garnishment on your behalf. You specifically agree to indemnify and hold Global harmless from any loss, liability, obligation, damage, cost and expense resulting from a creditor's attempt to garnish and/or hold Global liable for any judgment against you. XVI. Governing Law: This Agreement shall be governed by the laws of the state where you reside, except that the state's rules or statutes governing arbitration procedures shall not apply. If any part of this Agreement is declared void or unenforceable, such provision(s) shall be deemed severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect. This Agreement may be modified to the extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

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

ARBITRATION OF DISPUTE - IMPORTANT NOTICE XVIII AFFECTING YOUR RIGHTS: In the event of any controversy between the parties, including, but not limited, to any claim, dispute, suit, demand, cross claim, counterclaim, or third party complaint (whether statutory, in tort, or otherwise) arising out of or relating to this Agreement or its performance, breach, termination, enforcement, interpretation or validity, including the validity, scope or applicability of this provision to arbitrate, shall be determined by binding arbitration. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq. and not by any state rule or statute governing arbitration. Arbitration under this provision shall be conducted in either the county in which the consumer resides or the closest metropolitan county. THE PARTIES AGREE THAT ARBITRATION SHALL BE BEFORE A SINGLE ARBITRATOR ON AN INDIVIDUAL BASIS AND NOT AS A CLASS OR MASS ACTION. FURTHERMORE, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS. The Arbitration shall be administered by the Judicial Arbitration Mediation Services ("JAMS"), 1920 Main Street, Suite 300, Irvine, CA 92614 (www.jamsadr.com), the American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or another nationally known consumer arbitration service on which the parties shall agree. Arbitration shall be administered according to the arbitration service's fee schedule and the service's current applicable rules and procedures except: 1) that the parties expressly waive the applicability of any rule governing class or mass action; and 2) that the parties agree that any specific arbitration procedure provided for herein shall apply to the arbitration proceeding. The arbitrator shall be neutral and independent and shall comply with the selected arbitration service's code of ethics. Additionally, the arbitrator shall be guided by and apply the Federal Rules of Evidence and "governing substantive" law. The arbitrator's award shall be final and binding on all parties. Judgment on the arbitration award may be entered in any court having jurisdiction over the parties. If a party fails to comply with the arbitrator's award, the other party may petition a court having jurisdiction to enforce the award. The parties shall bear their own attorneys' fees unless such fees are expressly provided for by applicable law. If the arbitrator determines that reasonable attorneys' fees are to be awarded under applicable law, the parties agree that the arbitrator will also determine the amount under the award for attorneys' fees. In the event a party fails to proceed with arbitration, fails to comply with the arbitrator's award or unsuccessfully challenges the arbitrator's award, the other party is entitled to any costs and expenses incurred, including a reasonable attorneys' fee for having to compel arbitration or defend or enforce the award.

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

I acknowledge that I have read and agree to abide by the terms of the arbitration provision set forth above.

| SIGNATURE: | Docusigned by:<br>Andre Archibald |           |     |
|------------|-----------------------------------|-----------|-----|
| C          | E6FB4664CB4A4E6                   | C         | -DS |
|            |                                   | Initials: | 11  |

Archibald Attachment B - 34

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

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

- a. Collection / Use of Personal Information: Collection of your personal information is designed to protect access to your Account and to assist in providing you with the products and services you have requested. All personal information collected and stored by Global, or on its behalf, is used for specific business purposes: (1) to protect and administer your Account and initiate your authorized transactions; (2) to assist in the design or improvement of products and services; (3) to identify additional products or services offered by Global and/or its affiliated companies that may meet your needs; and (4) to comply with state and federal banking regulations. Only approved and authorized personnel will have access to such information. To further protect your information, auditing mechanisms are in place to identify anyone who may have accessed and in any way modified your personal information.
- b. Maintenance of Accurate Information: You may update your personal information online, at any time, by using your Password to log into Global's website or by contacting Global's Customer Support. To ensure that Global is able to protect your Account and verify your information, it is in your best interests to maintain accurate and current any records concerning your personal information.
- c. Limited Access to Personal Information: Access to your personal information is limited to only those personnel with a business reason for accessing such information. In addition, all personnel are trained and educated about the importance of confidentiality and customer privacy. Individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personal information.
- d. Third-Party Disclosure Restrictions: All third parties with a business need to access your personal information are required to adhere to stringent privacy policies. Your personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is allowed or required by law, e.g., the exchange of information with reputable reporting agencies in response to a subpoena, in connection with the investigation of fraudulent activity, etc.
- e. Sharing of Information: You authorize Global to share certain information with your Sponsor, as defined in the Application portion of this Agreement, and any third party to the extent necessary to administer your Account in accordance with your instructions and authorization. You expressly acknowledge that Global does not maintain records of any documents or information associated with your financial service program.

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

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

#### XXIII. Customer Support Information:

Correspondence Address: 4500 S. 129<sup>th</sup> E. Avenue, Suite 177 Tulsa OK 74134

|                   | TUISA, OK 74134                 |
|-------------------|---------------------------------|
| Telephone:        | (800) 398-7191                  |
| Fax:              | (866) 355-8228                  |
| Website Address:  | www.globalclientsolutions.com   |
| Email: customersu | pport@globalclientsolutions.com |

Note: Global will provide you with a welcome packet subsequent to the execution of this Agreement that will contain deposit instructions applicable to those customers who choose to send in deposits.



E6FB4664CB4A4E6

### A AGREEMENT AND APPLICATION

I hereby apply for and agree to establish a non-interest bearing dedicated account ("Account") to be administered at a bank selected by Global Client Solutions, LLC ("Global") for my utilization in connection with a financial service program of my own choosing (my "Program") that is managed by the organization responsible for administering the Program ("Sponsor"). I understand that Global is not a party to my Program and does not participate in the management of my Program. I understand that this Agreement is subject to a customer identification program, as required by the USA Patriot Act and other applicable laws; and accordingly, I hereby represent that the following information is true and complete to the best of my knowledge and belief. In addition, I understand that I may be required to provide a copy of a driver's license and/or other information from ime to time for use in connec ion with the verification of my identity and the administra ion of the Account. Furthermore, I understand that the following the binding arbitration provision located in paragraph XVIII on page 23 of this Agreement.

ACCOUNT OWNERSHIP, CONTROL AND USE: I understand hat the Account, when established in accordance with this Agreement, will be my sole and exclusive property; hat only I (or authorized contact, if any) may authorize transactions involving my Account; and that only I may withdraw funds from and close my Account as provided for in the Agreement. I hereby authorize (a) periodic deposits to be made to my Account provided to the authorization provided below and (b) periodic disbursements to be made from my Account. In this regard, I hereby authorize payment from my Account of he fees and charges provided for in this Agreement. Should I designate an authorized contact, such designation allows for confirmation of Account informa ion and for receipt of messages regarding my Account to the designee.

PERMISSION TO SHARE DATA: I hereby grant permission for the bank, Global and the Sponsor to share information regarding my Account and my Program with one another and with any other party to the extent necessary to facilitate the transactions I authorize on my Account, and acknowledge that sharing information among hese parties is essential to he administration of my Account. I understand that he Agreement provides additional information relating to my privacy rights.

|  |                                 |                  |              |                    | D UNLI      | ESS OTHERV                         |            |            |             |                              |              |                |                    |
|--|---------------------------------|------------------|--------------|--------------------|-------------|------------------------------------|------------|------------|-------------|------------------------------|--------------|----------------|--------------------|
| Applicant: Last Name (Ple  | ease print clearly)             |                  | irst Name    | e                  |             |                                    | MI         | Social     | Securi      | ity #                        | Date of      | Birth (mm/     | dd/yy)             |
| Archibald<br>Authorized Contact (option  | ally Last Name                  | 1.10             | irst Name    | 0                  | MI Social S |                                    | Securi     | tu #       | Data of     | Birth (mm/                   | ddhad        |                |                    |
| Authorized Contact (option   | ial): Last Name                 | 1                | inst Marine  | e                  |             |                                    | MI         | Social     | Securi      | ity #                        | Date of      | Dirth (nin)    | uu/yy)             |
| Mailing Address  |                                 |                  |              |                    |             | City                               |            |            |             |                              | State        | Zip Code       | (                  |
|  |                                 |                  |              |                    |             | 3 <b>0</b>                         |            |            |             |                              | ТХ           | 2              | 2                  |
| Physical Address (if differe   | ent from mailing address)       |                  |              |                    |             | City                               |            |            |             |                              | State        | Zip Code       | 2                  |
|  |                                 |                  |              |                    |             |                                    |            |            |             |                              |              |                |                    |
| Home Phone No.   | Email Address                   |                  |              |                    |             |                                    |            | М          | other's     | Maiden Name                  | (for future  | D purposes     | )                  |
|  |                                 |                  |              |                    |             |                                    |            |            |             |                              |              |                |                    |
| Cell Phone No.   | Sponsor                         |                  |              |                    |             |                                    |            | S          | ponsor      | 's Global Acco               | ount Numbe   | er (if known)  |                    |
|  | AmeriTech Fi                    | nancial          |              |                    |             |                                    |            |            |             |                              |              |                |                    |
| Application Signature  | uere.<br>Ju                     |                  |              |                    |             |                                    |            | D          | ate         |                              |              |                | 2                  |
| Andre Archibald  | 11<br>61                        |                  |              |                    |             |                                    |            | 1          | /8/20       | 016                          |              |                |                    |
|  | AUTHORIZATI                     |                  |              |                    |             |                                    |            | 12.12      |             | SCHEDUL                      | E OF FEE     | S AND CH       | ARGES              |
| Bank Name  | Applicant's Fi                  |                  | ng Numbe     |                    | nation      | Account N                          | umber      | 2          | T.          | Account Se                   |              |                | \$0.00             |
|  |                                 | 96               | 3            |                    |             |                                    |            |            |             | Monthly Se                   | rvice Cha    | rge            | \$8.00             |
| Address  |                                 | City             |              | 5                  |             | State                              | Zip        | Code       | 2           | Optional Se                  | ervices:     |                |                    |
|  |                                 |                  |              |                    |             |                                    | 182        |            |             | ACH Disbur                   | sement       |                | \$1.50             |
| Name (as it appears on ch  | neck)                           |                  |              |                    |             | C                                  | 0          |            | -           | Manual Che                   |              |                | \$2.00             |
|  | 2015-707 <b>7</b>               |                  |              |                    |             |                                    |            |            |             | Incoming W<br>Outgoing W     |              |                | \$10.00<br>\$15.00 |
| Address (as it appears or  | n check)                        | City             |              |                    |             | State                              | Zip        | Code       | 3           | 2nd Day De                   | livery*      |                | \$10.00            |
|  | Constantial and a               |                  |              |                    |             |                                    |            |            |             | Overnight D                  | elivery*     |                | \$20.00            |
| Program with Financial Ec  |                                 |                  |              |                    | Financia    | al Education Ki                    | it ("Pla   | ın"):      |             | Dishonored                   | Returned     | Deposit Ite    | m \$0.00           |
| Amount of Initial Debit  | The second states search        | ate of Debit     | (mm/dd/y     | ууу)               |             | 1                                  |            |            |             | Stop Payme                   | ent Order    |                | \$17.50            |
| \$ 207.00  | On or after 2016-               | 2010             | 1            |                    |             |                                    |            |            |             | *3:00                        | pm Centra    | al Time Cu     | toff               |
| Debit includes: \$100 Plan   | enrollment fee, \$99 Plan m     | onthly fee, \$   | .00          |                    | im mont     | hly fee, and Glo                   |            |            |             |                              |              |                |                    |
| Amount of Debit  |                                 | ate of Debit     |              | уууу)              |             | and on or afte                     |            |            |             | CU                           | STOMER       | SUPPORT        |                    |
| \$ 207.00  |                                 | 103-05           |              |                    |             | 7 months                           |            |            | niai        | Any questio                  |              |                |                    |
| Debit includes: \$99 Plan m  |                                 |                  |              |                    | 's \$8 mo   | onthly fee.                        |            |            |             | Account sh                   | ould be d    | directed to    | Global's           |
| Amount of Recurring Debi   |                                 | ate of Debit     | (mm/dd/y     | уууу)              | 2           | 1                                  | o de conse |            | d an ab     | Customer S<br>this Agreem    |              |                |                    |
| \$ 99.00 On or after 2016-11-05 / and on or after the same day of each month thereafter until further notice |                                 |                  |              |                    |             |                                    |            |            | address, Gl | obal's webs                  | ite address  | and the        |                    |
| Debit includes: \$99 Plan m  | onthly fee only.                |                  |              | 202 - 202          |             |                                    |            |            |             | toll-free num<br>Please note |              |                |                    |
| I hereby authorize Global to above (my "Primary Bank A   |                                 |                  |              |                    |             |                                    |            |            |             | Program, an                  | d any ques   | tions relatin  | g to your          |
| funds to my Account. I un  |                                 |                  |              |                    |             |                                    |            |            |             | Program sl<br>Sponsor, and   |              |                | to your            |
| "Program"), and if elected,  |                                 |                  |              |                    |             |                                    |            |            |             | 56 Same                      |              | USE ONL        | Y                  |
| Education Kit (the "Plan").<br>further hereby authorize G  |                                 |                  |              |                    |             |                                    |            |            |             |                              | ( OF THE     | OUL ONL        | -                  |
| in the total amount of \$99.<br>completion of the Program  |                                 |                  |              |                    |             |                                    |            |            |             |                              |              |                | -                  |
| Primary Bank Account exists  | s; that I own it; and that I wi | I maintain su    | fficient fur | nds in it          | to perm     | it the debits to o                 | lear or    | n he appl  | icable      | CUSTOMER                     | S GLOBA      | ACCOUNT        | r 👘                |
| dates. I understand that I r<br>immediately honored when   |                                 |                  |              |                    |             |                                    |            |            |             | NUMBER                       |              |                |                    |
| charge if this occurs. In add  | ition, I understand hat I m     | ay subseque      | ently desig  | nate ar            | nother a    | ccount for this p                  | ourpose    | e by cont  | acting      |                              |              |                |                    |
| Global's Customer Support;<br>the representations I made a   |                                 |                  |              |                    |             |                                    |            | anner; an  | d that      | SPONSOR'                     | GLOBAL       | ACCOUNT        | NUMBER             |
| This authoriza ion shall rema  | ain in full force and effect u  | intil I give a v | written terr | minatio            | n no ice    | to Global that a                   | ffords     |            |             | ST ONSON                     | GLOBAL       | Account        | TO MOLIN           |
| period of time to act on it.<br>Global's Customer Support a  |                                 |                  |              | at is pro          | ovided fo   | or in this Agreei                  | ment, s    | snall be s | ent to      | Version 4 – GCS              | – FS - A – S | - 04.08.15 - 1 | IS – w/Plan        |
| <sup>1</sup> Routing Number is the 9-digit n<br>before the Check Number.                                     |                                 |                  |              | <sup>2</sup> Accou | int Numbe   | er is to the <mark>right</mark> of | the Rou    | uting Numb | er and      | 12 02.15                     |              |                |                    |
| Applicantes Signature Aut  |                                 | Applicant's      | Primary E    | ank A              | ccount      | Date                               | 2          |            |             |                              |              |                |                    |
| Andre Archibald  | l                               |                  |              |                    |             | 1,                                 | /8/20      | 016        |             |                              |              |                |                    |

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DocuSign Envelope ID:

| MONIHLY           | INCOME                 | PERCENTAGE OF IN  | ICOME SPENT                               |
|-------------------|------------------------|---|---|
| ltem              | Amount                 |   |   |
| Income 1          |                        |   |   |
| Income 2          |                        | SUMMA   | RY  |
| Income 3<br>Other | _                      | Total Monthly Income<br>Total Monthly Expenses  |   |
| Uner              |                        |   | .00                                       |
|                   |                        | Total Assets  | .00                                       |
|                   |                        | BALANCE   | le la |
|                   |                        | MONTHLY EXPENSES  |   |
|                   | ltem                   | 1   | Amount                                    |
|                   | Rent/Mor               |   |   |
|                   | Electi                 |   |   |
|                   | Gas<br>Cell Ph         |   |   |
|                   | Groce                  |   |   |
|                   | Car Pay                |   |   |
|                   | Auto Exp               |   |   |
|                   | Student I              | oans  |   |
|                   | Credit C               |   |   |
|                   | Auto Insu              | 2. State of the second s |   |
|                   | Personal               | te-Alt to detaile a second  | ÷   |
|                   | Entertain<br>Miscellar |   |   |
| Assets            | Amount                 | 10003   |   |
| checking          | Antooni                |   |   |
| <b>S</b>          |                        |   |   |

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Global Client Solutions LLC 4500 S 129th E AVE Suite 177 Tulsa, OK 74134

# **Global Client Solutions LLC**

Account #:

RETURN SERVICE REQUESTED

September 29, 2016

Andre Archibald

# ACCOUNT ACTIVITY STATEMENT (THIS IS NOT A BILL)

| DATE       | DESCRIPTION                    | YPE             | AMOUNT | BALANCE |
|------------|--------------------------------|-----------------|--------|---------|
| 07/12/2016 | DP MMB GLOBAL - 07/08/16       | Deposit         | 207.00 | 207.00  |
| 07/12/2016 | Monthly Service Charge - 06/16 | Transaction Fee | 8.00   | 199.00  |
| 07/12/2016 | MMB - 07/08/16                 | Customer Fee    | 99.00  | 100.00  |
| 07/12/2016 | DP - 07/08/16                  | Customer Fee    | 100.00 | 0.00    |

Account Inquiries (800) 398-7191

Correspondence Address-4500 S 129th E AVE Suite 177 Tulsa, OK 74134 Payment Address-PO Box 690870 Tulsa, OK 74169-0870

If you have any questions or need assistance you may contact us at the phone number referenced above or by email, <u>customersupport@globalclientsolutions.com</u>. Please note that the above account balance may not be the actual balance of your account due to pending transactions not yet processed.

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

Your name and Account number.

Date and amount of the transaction.

Type of transaction and description of the suspected error. Please explain as clearly as possible why you believe there is an error or why you need additional information.

Dollar amount of the suspected error.

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

## Case 4:18-cv-00806-SBA Document 24-3 Filed 03/02/18 Page 4 of 4

Global Client Solutions LLC 4500 S 129th E AVE Suite 177 Tulsa, OK 74134

# **Global Client Solutions LLC**

Account #:

RETURN SERVICE REQUESTED

September 29, 2016

Andre Archibald

# ACCOUNT ACTIVITY STATEMENT (THIS IS NOT A BILL)

| DATE       | DESCRIPTION                    | YPE             | AMOUNT | BALANCE |
|------------|--------------------------------|-----------------|--------|---------|
| 08/10/2016 | DP MMB GLOBAL - 08/08/16       | Deposit         | 207.00 | 207.00  |
| 08/10/2016 | Monthly Service Charge - 07/16 | Transaction Fee | 8.00   | 199.00  |
| 08/10/2016 | DP - 08/08/16                  | Customer Fee    | 100.00 | 99.00   |
| 08/10/2016 | MMB - 08/08/16                 | Customer Fee    | 99.00  | 0.00    |

Account Inquiries (800) 398-7191

Correspondence Address-4500 S 129th E AVE Suite 177 Tulsa, OK 74134 Payment Address-PO Box 690870 Tulsa, OK 74169-0870

If you have any questions or need assistance you may contact us at the phone number referenced above or by email, <u>customersupport@globalclientsolutions.com</u>. Please note that the above account balance may not be the actual balance of your account due to pending transactions not yet processed. Case 4:18-cv-00806-SBA Document 24-4 Filed 03/02/18 Page 1 of 2

## Case 4:18-cv-00806-SBA Document 24-4 Filed 03/02/18 Page 2 of 2

### **Consumer Attestation**

This notice is to serve as my verification that Ameritech Financial has completed the Document Preparation of my Student Loan Income Based Repayment Plan Paperwork for submittal and that the Student Loan Income Based Repayment Plan enrollment is complete. My first payment has been remitted to my new lender, if a payment is due. I hereby authorize the disbursement of current and future payments collected from my account in order to satisfy my obligation for work performed on my behalf.

Date: Mar 2, 2017

Print Name: Andre Archibald

ClientID: Signed: Andre Archibald Andre Archibald (Mar 2, 2017) Case 4:18-cv-00806-SBA Document 24-5 Filed 03/02/18 Page 1 of 3

------ Forwarded message ------From: "FedLoan Servicing" <<u>reply@info.myfedloan.org</u>> Date: Jun 29, 2017 12:09 PM Subject: FEDLOAN SERVICING: We Have Received Your Request To: <



## ANDRE,

We received your request to postpone your payments with a forbearance.

Typically, it takes about 10 days to process your request. We will let you know if:

- We were able to temporarily postpone your payments
- · We need additional information from you, or
- You do not qualify and need to pursue other options

Please continue to make your regular monthly payments until we notify you that we approved your forbearance request.

## Next Steps

Instead of postponing your payments and potentially increasing the total amount you have to repay, look for a long-term solution by changing your repayment plan. Income-Driven Repayment (IDR) plans take your income, loan debt, and family size into consideration when determining your monthly payment. Your payment could even be as low as \$0.00 a month!



Please do not reply directly to this message. Instead, Contact Us with any questions.



You may have already requested to unsubscribe from emails not specifically related to your account, but you are receiving this email because it is an important message about your loans and/or grants.

FedLoan Servicing, P.O. Box 69184, Harrisburg, PA 17106-9184

v1.0

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------ Forwarded message ------From: "FedLoan Servicing" <<u>noreplyth@myfedloan.org</u>> Date: Jul 4, 2017 12:01 AM Subject: We approved your IDR request! To: <<u>C</u>C:



We recalculated your monthly payment for the Income-Based Repayment (IBR) plan.

Your total monthly payment amount is \$10.44. We are sending you a letter with additional information related to the Income-Based Repayment (IBR) plan.

Please do not reply directly to this message. Instead, Contact Us with any questions.



U.S. Department of Education Information about your federal student loan

You may have already requested to unsubscribe from emails not specifically related to your account, but you are receiving this email because it is an important message about your loans and/or grants.

FedLoan Servicing, P.O. Box 69184, Harrisburg, PA 17106-9184

v11.0.0

This message contains privileged and confidential information intended for the above addressees only. If you receive this message in error please delete or destroy this message and/or attachments.

The sender of this message will fully cooperate in the civil and criminal prosecution of any

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## Case 4:18-cv-00806-SBA Document 24-7 Filed 03/02/18 Page 2 of 2



# Hello Andre Archibald,

Thank you for being a valued Client of Ameritech Financial. In order to expedite the processing of your file, we require login and password information for your existing loan servicer.

Please contact our Customer Service department at your earliest convenience so we can assist you in this process.

Thank You, **Customer Service** AmeriTech Financial <u>Customer.service@AmeritechFinancial.com</u> 1-800-792-8621 Ext 0

NOTICE: The information contained in (and linked to) this e-mail is intended only for the personal and confidential use of the designated recipient(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you received this communication in error, please notify us immediately by reply e-mail, and delete the original message (including attachments/links).

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| Reference   | 88773127  | Originator                            |   |  |  |  |  |
|---|---|---------------------------------------|---|--|--|--|--|
| Number:   |   | Reference                             |   |  |  |  |  |
|   |   | Number:                               |   |  |  |  |  |
| Language:   | English   | Contact                               | Complaint   |  |  |  |  |
| 00  | Ű.  | Type:                                 |   |  |  |  |  |
| Source:   | Consumer  | DNC?:                                 | No  |  |  |  |  |
| Comments:   | In summary, I feel as though I was taken advantage of by this company claiming to be in the service of helping me eliminate debt, while really they just created another monthly debt for me. I was recently informed that I did not need to pay the monthly "membership" fee of \$99 (initially) \$199 because that money did not go towards my debt in any way. I was simply paying a third party to do something I could have done myself. If I am a victim of my own ignorance I can live with that, even at the cost of \$3,000. This company is taking an uneccesary amount of money from people who are honestly trying to settle their educational debtand there is something wrong with that. Other-Other Update |                                       |   |  |  |  |  |
| Complaint<br>disposition<br>provided?:<br>Complaint |   | · · · · · · · · · · · · · · · · · · · |   |  |  |  |  |
| Disposition:  |   |                                       |   |  |  |  |  |
| Data  |   | Load Date:                            | 09/19/2017 8:43:37 PM   |  |  |  |  |
| Reference:  |   |                                       |   |  |  |  |  |
| Created By:   | FTCCIS-FTCUSER  | Created Date:                         | 09/19/2017 8:43:37 PM   |  |  |  |  |
| Updated By:   | CRSS\rbrown   | Updated<br>Date:                      | 09/26/2017 7:12:21 PM   |  |  |  |  |
| Complaint   | FTC Mobile Complaint Assistant  | Product                               | Debt Management\Credit  |  |  |  |  |
| Source:   |   | Service<br>Description:               | Counseling  |  |  |  |  |
| Amount<br>Requested:                                |   | Amount Paid:                          | \$3,000.00  |  |  |  |  |
| Payment<br>Method:                                  | Bank Account Debit  | Agency<br>Contact:                    | Mobile  |  |  |  |  |
| Complaint<br>Date:                                  | 09/19/2017  | Transaction<br>Date:                  | 01/16/2016  |  |  |  |  |
| Initial<br>Contact:                                 | Phone Call: Mobile/Cell   | Initial<br>Response:                  |   |  |  |  |  |
| Statute/Rule:                                       | FTC Act Sec 5 (BCP)<br>Rule\Other   | Law<br>Violation:                     | Deception/Misrepresentation<br>Other (Note the Violation in the<br>Comment Field) |  |  |  |  |
| Topic:  |   | Dispute with<br>Credit<br>Bureau?:    |   |  |  |  |  |
| Dispute with  |   | Dispute with                          |   |  |  |  |  |
| Credit  |   | Credit                                |   |  |  |  |  |
| Bureau -  |   | Bureau -                              |   |  |  |  |  |
| Responded?:   |   | Resolved to                           |   |  |  |  |  |
|   |   | Satisfaction?:                        |   |  |  |  |  |

| Member of            | Yes                             | Cross Border                | No                  |
|----------------------|---------------------------------|-----------------------------|---------------------|
| armed forces         |                                 | Complaint?:                 |                     |
| or<br>dependent?:    |                                 |                             |                     |
| dependent :          | Consumer                        | Information                 |                     |
| Consumer             | Consumer                        | Information                 |                     |
| Small                |                                 |                             |                     |
| Business or          |                                 |                             |                     |
| Organization:        |                                 |                             |                     |
| First Name:          | Andre                           | Last Name:                  | Archibald           |
| Address 1:           |                                 | Address 2:                  |                     |
| City:                |                                 | State:                      |                     |
|                      |                                 |                             | STATES              |
| Home                 |                                 | Cell Number:                |                     |
| Number:              | 105                             |                             | žen<br>P            |
| Work                 |                                 | Ext:                        | °Р                  |
| Number:              |                                 |                             |                     |
| Fax Number:          |                                 | Email:                      |                     |
| Age Range:           |                                 | Military                    | U.S. Army           |
|                      | μ                               | Service                     |                     |
|                      |                                 | Branch:                     |                     |
| Soldier              | Inactive Reserve/National Guard | Soldier                     | UNKNOWN             |
| Status:              |                                 | Station:                    |                     |
|                      |                                 | bject                       |                     |
| Subject:             | Ameritech Financial             | Normalized                  | Ameritech Financial |
|                      |                                 | Name:                       |                     |
| Address 1:           | 1101 Investment Blvd. Suite 290 | Address 2:                  |                     |
| City:                | El Dorado Hills                 | State/Prov:                 | California          |
| ZIP:                 | 95762                           | Country:                    | United States       |
| Email:               |                                 | URL:                        |                     |
| Phone                |                                 | Ext:                        |                     |
| Number:              |                                 |                             | <u>.</u>            |
| Subject ID           |                                 | Subject ID<br>Issuer State: |                     |
| Type:                |                                 | issuer State:               |                     |
| Subject ID<br>Issuer |                                 |                             |                     |
| Country:             |                                 |                             |                     |
| Representative       | Sara Griley                     | Title:                      | 9<br>1              |
| Name:                |                                 |                             |                     |