



**ROBB EVANS & ASSOCIATES LLC**  
Temporary Receiver of  
**The Dynamic Financial Group (U.S.A.) Inc.**  
**America Freedom Advisors, Inc.**  
**R&H Marketing Concepts, Inc. dba EZ Financial Solutions**  
**Thriller Marketing LLC dba Easy Financial Solutions, et al.**

**REPORT OF TEMPORARY RECEIVER'S ACTIVITIES**  
**DECEMBER 2, 2009 THROUGH DECEMBER 10, 2009**

This report covers the activities of the Temporary Receiver<sup>1</sup> since the inception of the Temporary Receivership. This is the first Report to the Court on the progress of the Temporary Receivership. It does not constitute an audit of financial condition and is intended only to provide information for use by the Court in assessing the progress of the Receivership.

**Overview**

Using sophisticated equipment the Receivership Defendants operated a sizeable out-bound telemarketing operation to promote their ability to negotiate reductions in interest rates on consumer credit cards. The Receivership Defendants promised consumers that by purchasing the promoted service and receiving an interest rate reduction, the consumers would save interest expense greater than the program cost of \$500 to \$1,999. The Receivership Defendants also promised that by using the service the consumers would be able to rapidly pay off credit card balances. The Receivership Defendants also promised a money-back guarantee if the promised savings were not achieved.

As discussed below, many times the Receivership Defendants did not obtain the promised interest rate reductions and did not provide the promised refunds. The failure to perform and the level of consumer dissatisfaction is evidenced by credit card chargebacks, requests for refunds, and complaints relating to the Receivership Defendants' reluctance to issue immediate refunds to consumers. These issues and details are discussed later in this report.

**Custody, Control and Possession**

On December 2, 2009 the Temporary Receiver entered and took control of the two offices of the Receivership Defendants. The two offices in Tampa, Florida were located at 8413 Laurel Fair Circle, Suite 100 and 4868 W. Gandy Blvd. There were approximately 83 employees at the Laurel Fair Circle location and there were 16 employees at the Gandy location. Individual defendant, Joe Rogister, was at the Laurel Fair Circle location and was interviewed by the

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<sup>1</sup> Reference to the Temporary Receiver in this report means the Receiver, the Receiver's deputies, its staff, and its counsel.

Temporary Receiver. Individual defendant, Dwayne Martins, was present at the Gandy location and was interviewed by the Temporary Receiver.

### **Business Operations**

On the date the Temporary Receiver took control, the Receivership Defendants were promoting their credit card interest rate reduction program to consumers through EZ Financial Solutions and Thriller Marketing. Both entities purchase consumer leads from third parties to place out-bound telemarketing calls. Both entities also purchase outside services to place prerecorded voice messages commonly referred to as voice broadcasting or robocalling.

The interest rate reduction programs were also marketed on the Internet at:

<http://www.ezfinancial.info>  
<http://americafreedomadvisors.com>  
<http://www.alphadebtgroup.com>  
<http://www.dynamicexperts.com>

At both of the Tampa locations, the Temporary Receiver interviewed employees to obtain an understanding of the telemarketing operations. The initial contact with the consumer was for the purpose of “qualifying” the consumer for the program. According to Receivership Defendant employees and instructions and materials located on the premises, consumers were required to have a minimum of \$5,000 in credit card debt with an interest rate of 10% or greater and the ability to pay the Receivership Defendants between \$695 and \$1,999 for their services by having available credit on one of the consumer’s credit cards.

The group of employees classified as Qualifiers completed the initial sales call using a prepared script. Most employees followed the script text although the Temporary Receiver located scripts in both locations with altered text. The scripts presented the caller as part of a consumer advocacy group to help consumers to reduce interest rates on credit card debt. The scripts emphasized that the interest savings would be more than the cost of the offered service. The script included phrases such as:

- We are consumer advocates; it’s our job to make you aware of any interest rate reductions that you are entitled to receive.
- Based on your payment history you are now eligible for dramatically lower interest rates.
- We work with all 551 nationwide lenders to reduce all of your interest rates.

After collecting some credit card information, the Qualifier will place the consumer on hold and attempt to confirm that there is sufficient credit remaining on the card to charge the fee. If the consumer’s first credit card does not qualify, the Qualifier will ask for another card and repeat the process. Copies of the scripts used by Qualifiers in both locations are attached under Tab 1.

If the consumer qualified with enough credit card debt and enough available credit to pay the Receivership Defendants for the offered service, the Qualifier transferred the call to or exchanged seats with a Closer. The Closer, following a script, attempted to have the consumer agree to buy the service by authorizing a charge to his or her available credit. The Closer's initial and rebuttal scripts included phrases such as:

- We guarantee to have you completely debt-free 3-5 times faster without you having to make any larger monthly payments than you are now.
- The best part is that this doesn't cost you anything!
- There is no out of pocket expense as long as you qualify.
- We are a consumer education and advisory company.
- Your savings will exceed the cost of the program so that will put you ahead of the game automatically.
- Due to recent legislation enacted by Congress, you may be eligible for the lower rate reduction as long as your payments are still current.
- We guarantee to save five thousand in interest within 15 days by lowering interest rates and finance charges.
- We work with your lenders on a corporate level so we make our money off of the interest savings. There's no way money can be made unless rates are dropped.
- There are 600 banks that issue credit cards and we have a relationship with every single one of them.

It appears to the Temporary Receiver that portions of the scripts were intentionally written to mislead or confuse the consumer. Some of the statements on the original and rebuttal scripts are false. The Receivership Defendants purchase leads from one or more of the credit bureaus, yet rebuttal script states, "You were referred to us by the credit bureaus Experian and Equifax because you make your payments on time, not because you're having problems with your accounts." Sales agents suggest that the consumer is "eligible" for this special program. Other rebuttal scripts direct the sales agent to misrepresent the location of the company. One version states the company is located in California and another version contains a handwritten note identifying New York as the location. The script directs the sales agent to not give the City unless they are specifically asked.

Copies of the initial and rebuttal scripts, including hand written scripts used by Closers at both locations are under Tab 2.

If the consumer agreed to authorize the charge to his or her available credit, then the Closer transferred the consumer to a Verifier. The Verifier read from a script and recorded a portion of the call describing the product and the cost. The Verifier then directed the consumer to the company's web site, gave the consumer a user name and password, and went through the steps to complete the Service Agreement and to instruct the consumer about entering additional credit card information for a telephone meeting with a Negotiator. The consumer could also return the signed Service Agreement and the additional credit card information by mail.

The Verification scripts at both locations were almost identical and it appears that the scripts were followed closely by the Verifiers. While it appears that the Receivership Defendants do record a portion of the verification process, the Temporary Receiver is troubled by a handwritten note that appears to suggest that the wave files of the verification process be edited. Specifically, the note states that after the consumer repeats the confirmation number that the editor should “cut everything after.” This document is included with Verification scripts from both locations under Tab 3.

The Negotiation and Customer Service department was created to have a telephone meeting with consumers to review credit card account details and have three-way calls with credit card companies to get interest rate reductions. As further detailed below, currently, the Temporary Receiver does not have unlimited access to the consumer database used by the Receivership Defendants, which is titled IPort. Consequently it is not possible to prepare a report of the status about completing appointments with customers, determining whether a three-way call to credit card companies produced an interest rate reduction, and whether communication was generally maintained with consumers while pursuing the promised interest rate reductions.

However, complaint letters and printed emails located in the customer service area, and other locations often described numerous cancelled, changed, or missed pre-arranged appointments with company negotiators. Several complaints documented the consumer’s frustration with this process when they requested a full refund of the paid fees. Without unlimited access to the IPort database, it is not currently possible to evaluate the extent of inadequate customer service, but the tone and number of located complaints are disturbing.

The Temporary Receiver also learned that customer service and negotiation staff members are directed to interrupt other duties and immediately make contact with consumers that initiate credit card chargebacks to persuade the consumer to withdraw the chargeback request and continue with the program. Additional information and details about consumer complaints and chargebacks are discussed below.

Currently it is not possible to get a schedule of refunds from the database. However, some refund data is included in the financial information below.

### **Financial Information**

With the exception of Thriller Marketing LLC, bookkeeping of the Receivership Defendants is not consistent. For instance, sometimes sales were carried on the books as gross sales and sometimes carried on the books as sales, net of credit card chargebacks; and payments paid to customers were sometimes recorded in “Returns” as a reduction of the income and sometimes recorded in the “Cost of Goods Sold”. Also, with the exception of Thriller Marketing LLC, supporting documentation for many of the accounting entries could not be located at the Receivership Defendants’ premises.

The significance of the financial accounts is discussed herein.

**The Dynamic Financial Group (USA), Inc.**

Under Tab 4 is a Profit and Loss Statement (P&L) for The Dynamic Financial Group (USA), Inc. the Temporary Receiver obtained from the Receivership Defendants' accounting system.

Contracted sales & marketing expenses of \$1,073,740 included the payments of \$763,780 to Intelligence Marketing, \$237,339 to IXE Accelerated Financial Center and the remainder of \$72,621 to three other companies. The Temporary Receiver has not been able to locate any invoices to substantiate these payments. According to the research on the web, IXE Accelerated Financial Center provided the same interest reduction services as the Receivership Defendants, and numerous complaints have been filed by the consumers against IXE Accelerated Financial Center.

AFA Canada – Contract Services of \$256,448 were payments made to AFA Canada from August 20, 2008 to December 18, 2008. The Temporary Receiver noted that Joe Rogister is a shareholder of AFA Canada according to the electronic correspondence retrieved from Receivership Defendants' server.

Under Tab 4 is a Balance Sheet for The Dynamic Financial Group (USA) Inc. the Temporary Receiver obtained from the Receivership Defendants' accounting system. The Balance Sheet shows a loan payable to AFA USA of \$96,900. This loan payable is also reflected on the books of America Freedom Advisors as a loan receivable. The Temporary Receiver has not yet determined the details surrounding this transaction.

**America Freedom Advisors**

Under Tab 5 is a P&L for America Freedom Advisors the Temporary Receiver obtained from the Receivership Defendants' accounting system.

The majority of the service revenue, totaling approximately \$3.7 million from its inception to November 20, 2009, excluding intercompany transfers of \$1,641,763, was recorded net of credit card chargebacks and refunds and was transferred directly from Thriller Marketing LLC. This \$3.7 million is also reflected on the books of Thriller Marketing LLC as "Royalties-AFA" under cost of goods sold. Additionally, a small amount of refunds was shown on the books, which is \$47,070 or approximately 1% of total service revenues.

Third Party Contractor expense was \$1,586,782, including the payments to the contracted third parties of approximately \$1.9 million, of which \$339,562 was reclassified and recorded in "Advertising-Miscellaneous" expense. The total of \$1.9 million paid to third party contractors was comprised of \$1,259,215 to BKMC, \$454,582 to Dimira LLC, and the remaining balance of \$212,547 to other companies. An employee of the Receivership Defendants told the Temporary Receiver that both BKMC and Dimira LLC provided the consumer sales leads to the Receivership Defendants. The Temporary Receiver has not been able to locate any invoices or other supporting documents to substantiate these payments.

According to the accounting records, several payments were made to or on behalf of the Receivership Defendants and their affiliates, which were recorded in various expense categories. The table below sets forth the details of these payments:

	<u>Mgmt. Consulting</u>	<u>Contract Services</u>	<u>Rent</u>	<u>Vehicle Lease</u>	<u>Salaries &amp; Wages</u>	<u>Mgmt. Fee</u>	<u>Total</u>
Invite Solutions Canada <sup>1</sup>	\$ 200,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,875
Joe Rogister	-	-	13,555	3,585	-	-	17,140
Sean Rogister	-	-	-	-	-	19,414	19,414
AFA Canada	-	-	-	-	-	82,880	82,880
Christopher Hayden	-	86,580	-	-	29,500	-	116,080
Frank Porporino	-	210,796	-	-	-	-	210,796
Dwyane Martins	-	17,500	-	-	-	-	17,500
	<u>\$ 200,875</u>	<u>\$ 314,876</u>	<u>\$ 13,555</u>	<u>\$ 3,585</u>	<u>\$ 29,500</u>	<u>\$ 102,294</u>	<u>\$ 664,685</u>

1. An employee of Receivership Defendants told the Temporary Receiver that Invite Solutions is a foreign company of Joe Rogister located in Canada.

Under Tab 5 is a Balance Sheet for America Freedom Advisors the Temporary Receiver obtained from the Receivership Defendants' accounting system. The Temporary Receiver has not yet verified any of the loans or paid in capital amounts detailed on the balance sheet.

### **R&H Marketing Concepts, Inc.**

Under Tab 6 is a P&L and Balance Sheet for R&H Marketing Concepts, Inc. the Temporary Receiver obtained from the Receivership Defendants' accounting system.

Service Income was \$529,363 and after reviewing Journal entries, may be overstated. Cash for SPIFF was \$221,712 reportedly representing periodic cash bonuses paid to the employees. No detailed description and information was noted in the Receivership Defendants' accounting records. The Temporary Receiver was unable to locate any other supporting documents to verify these payments.

Management fees of \$62,000 represented payments made to foreign affiliated companies, which were \$16,000 and \$46,000 to AFA Canada and Invite Solutions Canada, respectively.

### **Thriller Marketing LLC**

Under Tab 7 is a P&L and Balance Sheet for Thriller Marketing LLC the Temporary Receiver obtained from the Receivership Defendants' accounting system. The P&L shows sales of \$1,781,252 from April 15, 2009 through December 1, 2009.

The Temporary Receiver was told that the chargebacks and refunds were only recorded and reconciled through September 30, 2009 on the books. According to the merchant statements obtained, the related chargebacks and refunds from April 2009 to November 2009 were \$150,752 and \$102,817, respectively, which was about 15.12% of total sales.

Total Sales of \$4,931,620 included \$3.15 million and \$1.78 million for the sales of America Freedom Advisors and Thriller Marketing LLC, respectively. The Receivership Defendants told the Temporary Receiver that the sales of \$3.15 million were received under the merchant accounts of Thriller Marketing LLC and therefore recorded as “Sales-AFA” on the books, which would be transferred to America Freedom Advisors and recorded in the account of “Royalties-AFA”.

Royalties-AFA of \$3,719,049 were the payments transferred to America Freedom Advisors. This \$3.7 million is also reflected in service revenues on the books of America Freedom Advisors. The variance between the sales of \$3.15 million and royalties to America Freedom Advisors of \$3.71 million was because the sales were only booked through October 1, 2009 and the royalties however were booked through December 1, 2009.

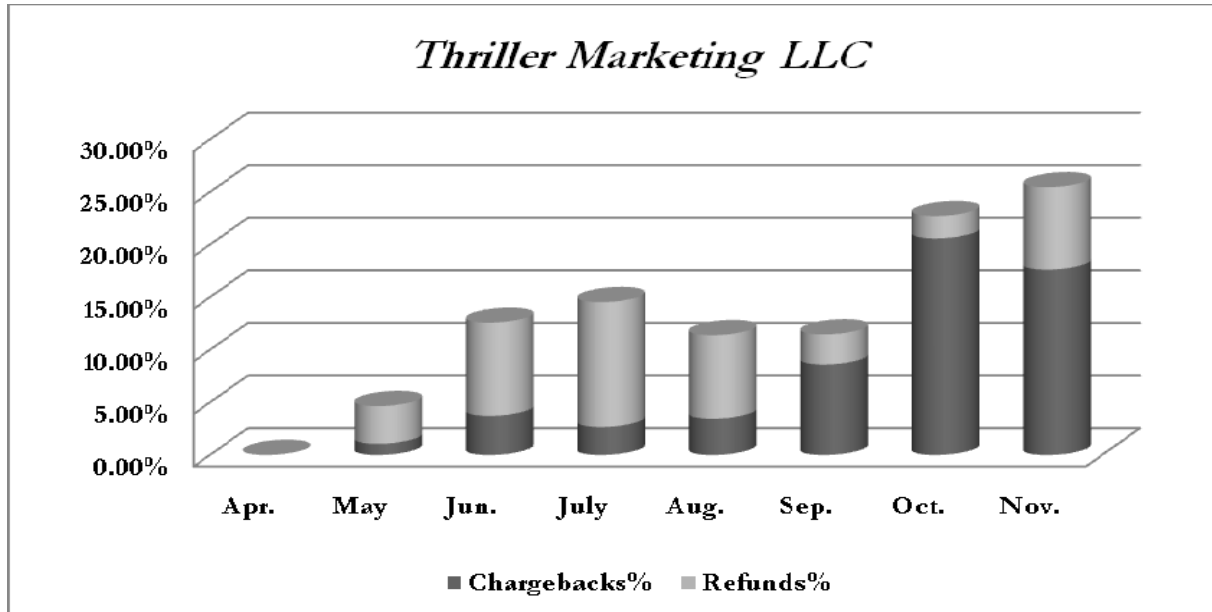
In addition to the “Royalties-AFA”, a \$517,025 royalty was recorded in “Royalties-TM”. The Receivership Defendants stated that this amount represented a fee paid to America Freedom Advisors, which is based upon approximately 55% of the sales.

### **Chargebacks and Refunds**

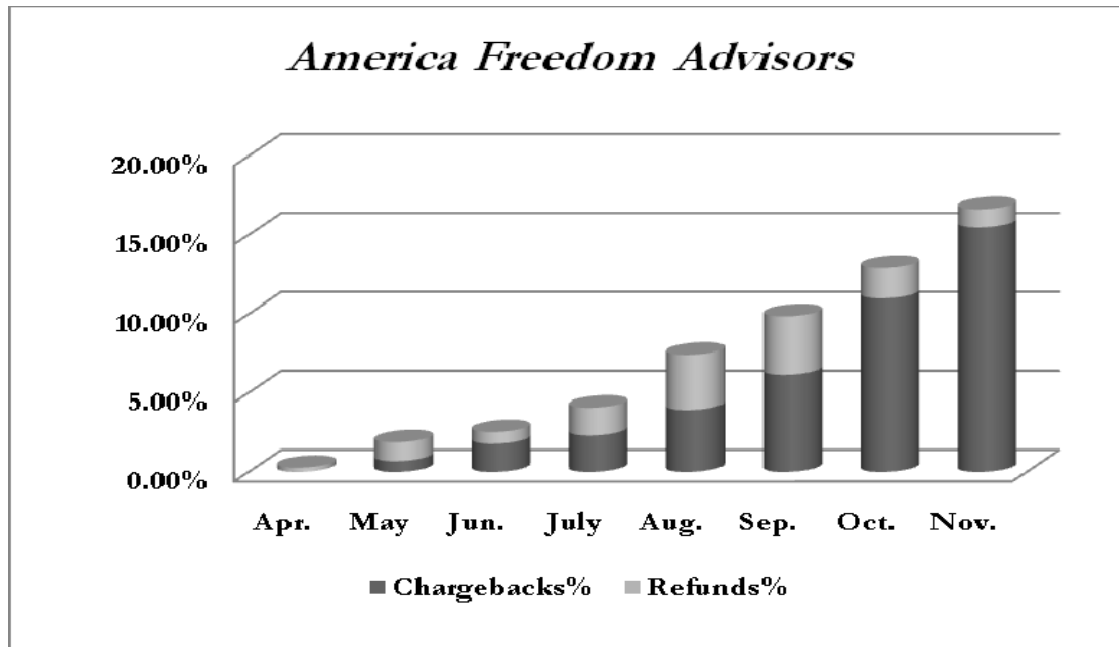
Currently it is not possible to get a schedule of refunds from the consumer database. As previously discussed, the accounting and bookkeeping of chargebacks and refunds are not consistent within the Receivership Defendants and the accounting records do not reflect all the chargebacks and refunds through November 30, 2009. The accounting records indicate refunds of \$758,809, which may include some chargebacks. The Temporary Receiver obtained the merchant statements from April 2009 through November 2009 for one processing company, but the periods prior to April 2009 were not available at this time.

The table below summarizes chargeback and refund data from the merchant statements of the Receivership Defendants by month:

<b>Acct.</b>	<b>Apr.</b>	<b>May</b>	<b>Jun.</b>	<b>July</b>	<b>Aug.</b>	<b>Sep.</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Total</b>
<b><u>Thriller Marketing LLC</u></b>									
<b>Sales</b>	26,035	113,800	177,390	213,842	292,985	319,465	273,290	246,660	1,663,467
<b>Chargebacks</b>	-	1,195	6,585	5,690	10,075	27,455	56,278	43,475	150,752
<b>Refunds</b>	-	4,095	15,725	25,398	23,295	9,169	5,800	19,335	102,817
<b>Chargebacks%</b>	0.00%	1.05%	3.71%	2.66%	3.44%	8.59%	20.59%	17.63%	
<b>Refunds%</b>	0.00%	3.60%	8.86%	11.88%	7.95%	2.87%	2.12%	7.84%	



Acct.	Apr.	May	Jun.	July	Aug.	Sep.	Oct.	Nov.	Total
<b><u>America Freedom Advisors</u></b>									
Sales	148,665	143,740	593,205	765,355	845,545	814,200	765,285	513,830	4,589,825
Chargebacks	-	995	10,550	17,590	33,125	50,050	84,120	79,600	276,030
Refunds	400	1,695	4,380	13,535	29,585	30,187	14,910	5,875	100,567
Chargebacks%	0.00%	0.69%	1.78%	2.30%	3.92%	6.15%	10.99%	15.49%	
Refunds%	0.27%	1.18%	0.74%	1.77%	3.50%	3.71%	1.95%	1.14%	



The tables and graphs presented above demonstrate the trend of the increase in the chargebacks and refunds, which reflects a growth of dissatisfaction from consumers.

### **Consumer Complaints**

The Temporary Receiver made specific requests about the location of consumer complaints to Mr. Rogister, Avery Steinberg who represented himself to be the corporate counsel, the manager of the Fulfillment Department, and the manager of customer service. Each of the individuals verbally agreed to provide the information, but the Temporary Receiver was never provided with copies of consumer complaints or directed to their location by any of these individuals. During an interview, the customer service manager stated that the most common issue raised by consumers calling customer service is a desire to terminate the program.

The Temporary Receiver located numerous consumer complaints in the form of letters and email communications written directly to the Receivership Defendants and explanations accompanying chargeback requests at both Tampa locations. Many were stacked on and near the desk of the customer service manager and ranged in age from a few days to several months. Under Tab 8 are samples of consumer complaints. Consumer name, address and credit card numbers have been redacted from these documents. The general nature of most complaints was lack of a consumer being able to obtain results from the credit card issuer, not receiving any claimed benefit from the purchased program, and an alarming trend of the Receivership Defendants deferring action on requests from consumers for refunds. Many consumers complained to have made repeated calls to the Receivership Defendants without any response or were subjected to long waits before being disconnected from the automated system. Several consumers alleged that the Receivership Defendants intentionally delayed the

appointments or services past 30 days in order to refuse to provide the consumer with a refund.

Currently, the Temporary Receiver does not have unlimited access to the consumer database used by the Receivership Defendants. The database is maintained by a maintenance operator in Canada and may be hosted there or by another co-location hosting provider. The Temporary Receiver is communicating with the maintenance operator to obtain a working copy of the database. The database includes all contacts with a particular consumer, but the current access does not allow the type of inquiry that will easily produce meaningful summaries of consumer files.

Inquiries by the Temporary Receiver were limited to a single consumer file at a time and the only meaningful information about the case is contained in a series of notes organized by date describing various actions taken on the file or communication with or from the consumer. The Receiver did review a limited number of individual consumer files that had filed a complaint with the Receivership Defendants. Several of these files confirmed that the company delayed processing the refund request. In one consumer file, the company responded to a chargeback notification by claiming they were still in the process of servicing the client two months after the consumer terminated the service in writing and requested a refund. The Temporary Receiver was advised that the database will not provide a report that shows the number of consumers that received a reduction in the interest rate on a particular credit card.

Under Tab 9 are complaints from state agencies in Maine and Florida. An attorney for the Bureau of Consumer Credit Protection, State of Maine sent a letter to Easy Financial Solutions referencing a previous Cease and Desist letter and alleged the company made material misrepresentations to the State of Maine.

Representatives of the Florida Department of Agriculture & Consumer Services issued administrative complaints against America Freedom Advisors, Inc. d/b/a Easy Financial Solutions and against Thriller Marketing, LLC. Both letters levied administrative fines of \$5,000 for each entity.

### **Bank Accounts**

The Temporary Receiver served the Temporary Restraining Order on all known bank accounts and accounts with other financial institutions and credit card processors that were used by the Receivership Defendants. Currently, funds frozen in 11 bank accounts of the Receivership Defendants total \$145,140. Another \$198,815 is frozen by two credit card processors. However, this amount may be subject to chargebacks and would be reduced, possibly substantially.

## Conclusion

Based on the materials and documents reviewed, and interviews with employees, the Temporary Receiver believes the Receivership defendants deliver a series of confusing statements to consumers to convince them the \$500 to \$1,900 cost of the program would be almost immediately recovered from interest rate savings, with no real out-of-pocket costs. The available data and information indicate that consumers are often not receiving the promised interest rate reductions and the program offered will not provide an immediate recovery of the up-front fee.

The Receivership Defendants have about 70 employees assigned to sales positions and 20 assigned to customer service and negotiation positions. Staffing of about three and one half times as many sales positions as service positions appears to have begun to create more work than the customer service and negotiation staff can timely complete.

The Temporary Receiver has confirmed that the Receivership Defendants use the same script materials, the same consumer database, have employees working on customer accounts for each other, and transfer funds between entities.

Respectfully submitted,

/s/

Robb Evans & Associates LLC  
Temporary Receiver

**TAB 1**

Preview Script: QUALIFIER

**Qualifier 11-5-2009**

Hello JOHN PUBLIC, this is \_\_\_\_\_ with Financial Solutions. How are you today? I'm calling in regards to your current credit card accounts. Based on your payment history you are now eligible for dramatically lower interest rates on your major credit cards!

We work with all 551 nationwide lenders to reduce all of your interest rates, so from now on the majority of your payments will apply towards the principle balance now, instead of all the high interest! Just for an example, how much would you say you owe right now on all your credit cards together? If you owe \$\_\_\_\_\_ between all of your accounts, we will be able to save you \$\_\_\_\_\_ in interest that you will no longer have to pay back to your banks!

And obviously, lower interest rates would benefit you, right?

My job is to make sure that you qualify for the lower rates, so I just need to ask you a couple of quick questions.

Which card do you carry the largest balance on? What is the interest rate on that card? (If higher than 12% say- "Oh WOW that is REALLY HIGH!")

How long do you think it will take you to pay off your debts with the high rates you have now?  
(If over 1 year say- "Oh WOW, we will be able to cut that time in HALF!")

In order to make sure that you are still eligible for this, I just need to verify that your account is open and active.

I'll just need to place you on hold for about 60 seconds while I verify through the automated system that your account is in good standing.

So, first I need you to verify the toll free customer service number on the back of your card. I can hold if you need me to.

And which bank is this account through?

Is that a Visa or MC?

Now I need you to verify the account number beginning with (4 Visa), (5 MC), (3 Amex)

And the expiration date?

Now just for security purposes I need to verify the last 4 digits of your social security number, I don't need the whole thing, just the last 4 digits.

Thank you JOHN ; please hold one moment while I check that, I'll be right back.

FIRST NAME SOMETIMES  
HOLE NAME  
HOLE NAME  
**THRILLER MARKETING**

MY OWN  
SCRIPT  
TONTONT

GO RIGHT  
TO [REDACTED] LETTER  
②

THEN GO TO  
LOWER RATES  
③

Hello DOUGLAS My name is DOUGLAS I'm calling from Easy Financial Solutions regarding your credit card accounts. I'm not calling about any problems with your accounts. Did you receive the letter we sent out to you regarding you being eligible for lower rates on all of your current credit cards?

3-5 TIME  
④ FASTER

NOT A SALES CALL SOMETIMES ADD CONSUMER REPORT

The letter stated that you may be eligible for interest rate reductions as long as your payment history is still current. Which it is right?

REPORT CREDIT BUREAU WE ARE ASS. 51 BANK'S ALL

WHAT ARE YOUR INTS. RATES  
⑤

We are an education and advisory company that works exclusively with consumers that make their payments on time. What we do is work with your lenders to lower the interest rates on all of your current credit cards, so that when you make a payment more of your money is applied to the principle balance instead of being wasted on finance charges. This will help you pay off your accounts 3-5 times faster without you having to make larger payments than you are now, your accounts will all remain open, you can still use your cards, this is not a consolidation program.

PIECE OF PAPER & PEN  
⑥

HALF + 200 ALL CARDS ARE LOWER

How much do you think you owe between all of your accounts combined? Ok, if you owe \$200 in credit card debt, we should be able to show you a savings of (half debt amount plus \$200.00) in interest that you will no longer have to pay back to the banks.

OUR INF  
⑦

WORK WITH ALL YOUR LENDERS 4 TIMES A YEAR NO OUT OF POCKET MONEY  
⑧ GET THE CARD #

What we need to do now is make sure that you still qualify for the program. We do not pull a credit report, we just need to verify that you have at least one account that is not too close to the limit, not over the credit limit, or currently late. Go ahead and grab a piece of paper and a pen so I can give you all of my contact information, also grab the card that you feel will best qualify you because I need to verify the toll free customer service number that's on the back. Take your time; just let me know when you're ready.

⑨

HOLE NAME  
1-888-835-9301

My name is DOUGLAS and our toll free number is 1-888-835-9301. Now verify the toll free customer service number on the back of card.

⑩

Which bank is the account through?

Is that a Visa or MC?

4. VISA

And the expiration date?

5. M. CARD

Now just for security purposes what are the last 4 digits of your social security number, I don't need the whole thing, just the last 4 digits?

⑪

Thank you; please hold while I check that standing. I'll be right back.

## Qualifying Script

Hello my name is \_\_\_\_\_ with Financial Solutions, how are you today?

Do you think lower interest rates on your credit cards would benefit you?

I just need to ask you a few questions to get you qualified.

(If no CID) First, Can you please verify your phone number just in case we get disconnected? ..... Thank-you

1. How much do you think you owe on all of your major credit cards combined?  
(Minimum 3k)
2. Which card do you carry the largest balance on? What is the interest rate on that card? (Continue asking about cards until you have found enough HIGH RATE debt to qualify them)  
  
3k-13%    4k-12%    5k-10%    10k-9.9%    15k-9.5%    20k-8.9%
3. How long do you think it will take you to pay off your balance? (minimum 1 year)
4. Do you have at least one account in good standing meaning that it's not at or near the credit limit, over the credit limit, or currently late and is still open?

Do not mention that the customer needs a minimum of \$600 of available credit.

What I need to do is verify the 1-800 number off the back of one of your major credit cards, to verify that the account is not past due or over the limit. What bank issues that card? Is it a Visa or MasterCard? Can you please verify the expiration date on the front of the card? Can you verify the 16-digit account number that begins with a ...

Visa-4

MasterCard-5

American Express-3

Are you the primary on this account? Okay, can you verify your **billing ZIP code**? Thank You, what I'm going to do now is place you on hold for about 1 minute. I am going to get your bank on the other line to verify that your account is in good standing, and once I get the results, I will be right back to let you know the outcome....

Put them on hold and call the bank. **Need minimum of \$600.**

Congratulations, **we were able to get you qualified!** What I'm going to do now is make sure I have all of your information filled out correctly, (have them say and spell their first and last name) and then I am going to transfer you to one of our Financial Managers who will explain which guarantees you have qualified for today.

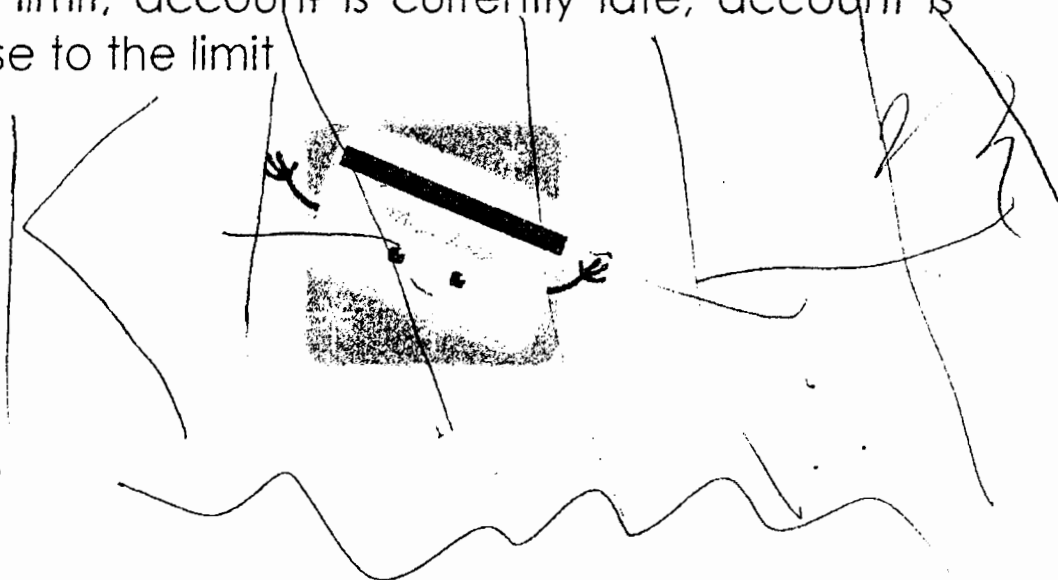
**Did not qualify** – Get another card – See Rebuttals

IF CUSTOMER'S CARD DOES NOT QUALIFY...  
PULL ANOTHER CARD



Mr. / Mrs. \_\_\_\_\_, I was unable to qualify you on this account. The reason why is \_\_\_\_\_. And remember, as I said earlier, in order to qualify, I need to verify one account that is not at or near the credit limit, over the credit limit, or currently late. So which other account would we be able to qualify you on today?

(Reason Why) = account closed, account over the limit, ~~account is currently late~~, account is close to the limit



**TAB 2**

Closers Script:

Hello Mr/ Mrs \_\_\_\_\_ My name is \_\_\_\_\_, I'm a Debt Consultant in the Account Services Department here and my job is to go over the information you've verified with the representative to just make sure its accurate, and give you a better idea of exactly how much we can help you ok? Well first off, do you have a pen and piece of paper so you can take down my contact information?

Easy Financial Solutions  
888-262-3331

(only give website and address if they ask for it)

www.ezfinancial.info  
228 Park Ave S #22280  
New York, New York 10003

I'm showing here you indicated to the representative that you owe about \_\_\_\_\_ in total cc debt between all of your credit card accounts combined, is that correct? It looks like the Representative verified your \_\_\_\_\_ card which has a \_\_\_\_\_% interest rate (always round up, 19.99=20%) is that correct?

**(If TOTAL debt is more than balance on that card, then verify the other balances and rates. CREATE NEED!! Talk up how high their rates are and on larger deals do the math and tell them how much they're being charged each month in INTEREST)**

We are going to get you much lower rates, and more importantly, save you thousands of dollars in interest charges!

Are you still using your cards regularly, or are you just trying to get these debts paid off once and for all?

**(LISTEN to their answer and pitch what benefits them! If they're still using the cards, then pitch future savings, etc.)**

What we do is work with each one of your lenders to negotiate dramatically lower interest rates on each one of your accounts. Since you will be charged less in monthly interest, your minimum required payments will be much, much smaller than they are now. Then, you'll be able to decide each month whether to keep the money we have saved you in your pocket, or use it to pay off your debt faster!

You will be paying your statements just like you are now, nothing changes in that regard. The difference is now your interest and finance charges are much, much less than they were thanks to the much lower rates we got for you.

Mr.\_\_\_\_, we give each of our clients two guarantees. It would be a good idea for you to write these down because they are very important.

First, we guarantee to have you completely debt free 3-5 times faster without you having to make any larger monthly payments than you are now. This will save you ( 60% of total debt) in interest charges you will no longer have to pay to these banks!

In fact, we also guarantee to show you at least a minimum savings of \$\_\_\_\_\_!

Now, we do have to keep our lights on here, Mr.\_\_\_\_, but we have to make good on BOTH of our guarantees or we don't receive a penny for our work.

The best part is that this doesn't cost you anything! When we DO make good on our guarantees and we DO save you thousands and thousands of dollars, we simply get to keep \$\_\_\_\_\_ of what we saved you. We are paid for by the money we saved you so that you incur no out of pocket expense!

But, if we save you even one penny less than our guaranteed minimum of \$\_\_\_\_\_ then we receive nothing for doing the work and getting you lower rates.

Since we are saving you this money on your credit card debt, we simply apply our one time, flat processing fee of \$\_\_\_\_\_ to one of your high interest rate cards that we are saving you thousands on. This way our fee is quickly absorbed by what we've saved you so you never even notice it!

Does that make sense?

The best part is that we won't know if we've done well enough to meet our guarantees until after we've actually done the work and gotten your interest rates dramatically lower for you. This means you will get to keep the lower rates we get for you even if we have to refund your fee!

So, there is no risk to you whatsoever! You are going to get lower rates and save a lot of money. The only question is, will we do our job well enough to be paid for it?

Now, let me explain how we go about getting your rates lowered. In our business, we are very closely regulated by the Federal Government. Federal law requires that when we begin this process for you we do a tape recorded verification with you. This is simply a brief, 3 minute recorded conversation.

When I'm finished answering any questions you might have, I'll have a Verification Officer come on the line and they will do this short recording with you. The first thing the Officer will do is verify that we have your name and address recorded precisely because we'll be mailing you your welcome package and we need to make certain it will be arriving at the proper address.

Next, the Officer will clearly state both of our guarantees and the fact you are completely refunded if either guarantee is not met.

At that point, the Officer will ask your permission to apply our one time flat fee of \$\_\_\_\_\_ to your card today and that serves as your electronic signature.

When your verification recording is finished, the Officer will give you your confirmation number. Make certain you write this number down! That will be your account number with our company, and will also match your verification recording. We are required by Federal law to keep these recordings on file at all times for you, your lenders and the Federal Government to have access to at anytime.

Again, this is how we are regulated in our business and that way there can't ever be any question as to what we've promised to accomplish for you.

The last thing the Officer will do before we let you go today is schedule a phone appointment with you for about two weeks from now.

Then, we'll mail you out your welcome package and you'll receive it in the next 5-7 days. In your package you will find a very simple document called your Debt Profile. This is where you will sit down for about 5 minutes and list each of the accounts you'd like us to get you lower rates on.

When you're finished simply fax it or use the prepaid envelope in your package to mail that Profile right back to us. We need to have that back in advance of your appointment day.

We will then call you at your appointment time and that will be the beautiful day when your lower rates take effect and you begin saving thousands of dollars!

Do you have any questions about any of this? Great! I just need to place you on hold for a few seconds while I transfer your file over to our verification department so they can prepare to do your recording with you and then I'll be right back on the line.

Conf : 813-418-5819

Read PreVer

Day Closer Script

Hello (Customer Name) this is (First and last name spell it)

I'm the Senior Financial Advisor here. I'm the one who calls the bank. I just got off the phone with (Bank Name) regarding the card you provided (Fronter's Name) with. I did two things when I contacted them. I checked your standing to make sure you would be eligible for lower rates, and you are, congratulations. I also made sure (Bank Name) would finance our program for you and they will. So you will not have to make any payments to us. You will just continue to pay your creditors and you will be paying back a lot less.

I'm going to send you some forms to fill out. Do you have an e-mail address? Great or No problem we can mail them. What you are going to do is list all the accounts that you want us to work on. We can lower your rates on major credit cards, department and gas cards, signature loans, and even mortgages.

(Customer Name), do you still use your cards or are you just trying to get them paid off?

Our program is designed to get you out of debt without affecting you credit. For that reason we do leave all of your accounts open and active. You will still be able to use them. Obviously if you want to get out of debt the fastest, try not to make any new charges unless you have to.

You will continue to be billed by the same creditors that you have now. You will continue to send your payments directly to them. None of that will change. What will change is starting next month your interest rates will be much lower thanks to our work. What that means is that when you make a payment, more of your hard earned money will be applied to your balance instead of the greedy banks keeping it as a finance charge. This will cause your balances to come down much faster and save you thousands in interest charges. Your payments are based on what you owe. Since your balances are going down your required minimum payments will also be going down each month. This will give you more available cash each month if you need it.

(Customer Name), I'm going to give you some financial guarantees based on your situation. I need you to write these down because they are going to be very important to your financial future. First, I will be able to get you completely debt free, three times faster then you would have on your own, with out you having to make any larger payments then you already are. This will save you an estimated \$\$\$ (40 - 60% of there total debt).

You will need to fill out your forms and get them back to me as soon as possible. Before we hang up today we will be scheduling a telephone appointment with you for approximately two weeks from today. At that time we will be contacting you on a three way phone call. You will here us contact the risk management department at each of your lending institutions. We will let them know that we represent you. That your interest rates

are not reflective of your payment history. We will then ask them to lower your rates. You will here them agree to your new rate. It will be entered into the computer and will be effective before we hang up.

When that call is over, our company will complete I financial analysis for you. On that report will be each account you submitted. It will show you your situation before and after our work. And it will mathematically show you how much time and money we have saved you. And as a result of our work just two weeks from today I can guarantee to already have shown you a savings of more then (\$2500 – \$5000). If I can't then I don't receive a penny for my work and you will keep what ever lower rates we were able to get you.

Of course your new rates will be on your statement next month. We can usually cut your rates in half. We will then repeat that process for you every three months for a year. At that point you should have the lowest rates possible. We will help you maintain those rates until you are debt free.

I am sure you realize that we are a business and we do have to make money to keep our lights on and feed our families. We do charge a one time fee but it will not come from your pocket. It is financed by your credit card company. You will continue to pay the same bills that you have now and you will be paying back less. Our fee is \$\$\$\$. It will be offset by the (40 – 60% of there total debt) that you are no longer going to be paying back. In exchange for our fee we will be doing four interest rate reductions over the course of the year and then maintaining them until you are debt free, is that fair?

For your protection before we enroll you, we are required to have you speak with a licensed verification officer. There job is to make sure that we have not mislead you. They will do a three minute tape recorded conversation with you stating our guarantees and the fact that you are completely refunded if we fail to meat them. You will be given a confirmation code that matches your recording. You can access it at any time by calling a toll-free number. If we fail to do exactly what we promise we risk loosing our licensing. Do you have any questions before we send you to verification?

You are going to be on hold about 30 seconds while we set up your recording. I'll come back on the line, introduce you to the verification officer, answer any questions you may have thought of while on hold, and then the will complete your enrollment. Hold the line OK?

Your verification officer's name is (Name of verifier). They can provide you with their last name and license number when they come on the line. They are going to verify your information and read you a couple of paragraphs that briefly explain the program. During that reading you will hear both of your financial guarantees; that you will be completely debt free in one third to one fifth the time, without having to make any larger payments and that you are guaranteed to save at least (\$2500-\$5000). They will ask your permission to put our one time fee on your account with the clear understanding that it is released if we fail to meet your guarantees. They will then schedule your appointment with you. It is typically done two weeks from today; let them know what time is best.

Do have any other questions before I leave you with (verifier's name)? You will be in the queue about 20 seconds while you are transferred. It will be quite but you are not disconnected. You will hear (verifier's name) say hello. They will then complete your enrollment. I look forward to saving you a lot of money, here is (verifier's name).

total = over 10,000

Grantee savings

of 3500.00

or more

Yours

Make sure

that monthly payments

are made on time

**ALWAYS REMEMBER: AFTER YOU USE A REBUTTAL GO**

**BACK TO THE SCRIPT!!**

**WHO ARE YOU? / IS THIS MY CREDIT CARD COMPANY?** We are **Account**

**Services.** What we do is work with your current creditors to get you the lowest interest rate available to you. We work with all 551 nationwide lenders. My job is just to make sure you still do qualify for lower rates. (Back to the Script)

**Example:** "How much do you owe in major credit card debt?".....

.....(Back to the Script)...

**WHAT DOES YOUR COMPANY DO?** We work to get you the lowest Interest

Rates possible so this will allow you to get your debts paid off 3 to 5 times faster without damaging or harming your credit. Your accounts remain open and active, and you still continue to make the same monthly payments to your lenders, just like you are doing now. The only thing that changes is when you make your payments each month, more of your money is going to be applied to your principal balance now instead of all that interest. My job is just to make sure you still do qualify for lower rates. (Back to the Script)

**ARE YOU CREDIT CONSOLIDATION / CREDIT COUNSELING?** We are not

consolidation or Credit Counseling; those services actually damage or harm your credit rating which I'm sure you've worked really hard to establish. They basically close your accounts and tell the bank what they are going to pay them or rather what you can afford. In turn; the banks are forced to take something rather than nothing and in turn ruin the client's credit. (Back to the Script)

\* **HOW MUCH IS THIS GOING TO COST?** There is no out of Pocket expense as long as you qualify. That's why it's my job to make sure you still qualify.

(VERBATIM EVERY TIME) .....(Back to the Script)... **Example:** "How much do you owe in major credit card debt?".....(Back to the Script)....

\* **HOW DO WE MAKE OUR MONEY?** We make our money from the interest and finance charges that we save you. My job is to make sure that you still qualify for the lower rates & then the financial consultant will explain the rest.

\* **REFUSES TO GIVE CREDIT CARD INFO:** There is a Federal law called the Consumer Protection Act. That law states that you are protected against any; loss, theft, fraud, unauthorized use, or services not rendered. So, you are fully protected through your credit card company. - STOP - (Back to the Script)

**CAN I CALL YOU BACK?:** (Mr...or, Ms...) Unfortunately, I am in a call center and there isn't a way for you to get back to me directly. (Back to the Script)

**WHERE ARE YOU LOCATED?:** We are in California.

(Do not give the City unless they ask specifically. San Francisco, CA. Don't forget...that is Pacific Time...3 hour difference)

*2*

**ALWAYS REMEMBER: AFTER YOU USE A REBUTTAL GO  
BACK TO THE SCRIPT!!**

**WHO ARE YOU? / IS THIS MY CREDIT CARD COMPANY?** We are **Account Services**. What we do is work with your current creditors to get you the lowest interest rate available to you. We work with all 551 nationwide lenders. My job is just to make sure you still do qualify for lower rates. (Back to the Script)  
**Example: "How much do you owe in major credit card debt?".....**  
(Back to the Script)

**WHAT DOES YOUR COMPANY DO?** We work to get you the lowest Interest Rates possible so this will allow you to get your debts paid off 3 to 5 times faster without damaging or harming your credit. Your accounts remain open and active, and you still continue to make the same monthly payments to your lenders, just like you are doing now. The only thing that changes is when you make your payments each month, more of your money is going to be applied to your principal balance now instead of all that interest. My job is just to make sure you still do qualify for lower rates. (Back to the Script)

**ARE YOU CREDIT CONSOLIDATION / CREDIT COUNSELING?** We are not consolidation or Credit Counseling; those services actually damage or harm your credit rating which I'm sure you've worked really hard to establish. They basically close your accounts and tell the bank what they are going to pay them or rather what you can afford. In turn; the banks are forced to take something rather than nothing and in turn ruin the client's credit. (Back to the Script)

**HOW MUCH IS THIS GOING TO COST?** There is no out of Pocket expense as long as you qualify. That's why it's my job to make sure you still qualify.  
(VERBATIM EVERY TIME) ... (Back to the Script) ... **Example: "How much do you owe in major credit card debt?".....** .....(Back to the Script)

**HOW DO WE MAKE OUR MONEY?** We make our money from the interest and finance charges that we save you. My job is to make sure that you still qualify for the lower rates & then the financial consultant will explain the rest.

**REFUSES TO GIVE CREDIT CARD INFO:** There is a Federal law called the Consumer Protection Act. That law states that you are protected against any loss, theft, fraud, unauthorized use, or services not rendered. So, you are fully protected through your credit card company. STOP - (Back to the Script)

**CALL YOU BACK?:** (Mr...or, Ms...) Unfortunately, I am in a call center and there isn't a way for you to get back to me directly. (Back to the Script)

**ARE YOU LOCATED?:** ~~New York, New York~~ We are in ~~San Francisco, California~~  
**NEW YORK, NY**

\$200  
min payment  
12/15

**REMEMBER: AFTER YOU USE A REBUTTAL  
GO BACK TO THE SCRIPT!**

Who are you? / Is this my credit card company? No, we are Financial Solutions We work with Visa, MC and Amex as well all 551 nationwide lenders to get you the lowest possible rates. (Ask a Question- back to Script) Do you know what interest rate you are currently paying?

**What does your company do?**

We work with your creditors to get you the lowest Interest Rates possible. This will allow you to pay off your balances 3 to 5 times faster without damaging your credit rating. Your accounts remain open and active. The difference is, your payments will decrease and you will keep more of your hard earned money.

**Why do you need my Credit Card number?**

we need your credit card to verify that your account is in good standing.

**I am not comfortable with giving my card over the phone.**

Why are you not comfortable?

**Identity Theft-** I am not asking for your DOB or your social security number, You need those to steal someone's identity. I just need to verify that your account is in good standing.

**Credit Card Fraud-**

My employee tracking number is XXXX.

I understand your concern. I am not asking for the CVC code on the back of the card. You actually need that put a charge on the card. As well, there is the Consumer Protection Act. The Act states that you are protected against any loss, theft, unauthorized use or services not rendered, and therefore there is no risk to you.

**Is there a cost for this?**

There is no "out of pocket" expense as long as you qualify.

In order to qualify, I need to know how much you owe in credit cards and what your current interest rates are. (Ask a Question -back to script)

Do you know approximately what your balances are?

**How do you make your money?**

We make our money from the interest that we save you. Have you ever re-financed a mortgage?

It is a very similar process.

Our Financial Mangers will explain the process to you once I get you qualified. (Ask a Question - back to script)

Do you know what your current interest rates are?

**What is my Rate going to be?**

It would be impossible for me to comment on a rate at this time.

I am sure that you can appreciate that everyone's situation is different and our Financial Managers work to get you the lowest possible rate.

Our Financial Managers will explain this once I get you qualified.

Is this credit consolidation? Credit Councelling? No, those services actually damage or harm your credit rating which I'm sure you've worked really hard to establish. With our service your accounts remain open and active and your credit rating actually increases.

How did you get my phone number? We get all of our phone numbers from the Credit Bureaus. Ask a Question (back to script) Do you think lower interest rates on your credit cards would benefit you.

IF THE CUSTOMER'S CARD DOES NOT QUALIFY...Ask For  
**ANOTHER CARD**

1. I'm not interested!

I'm sure if you're like me you get a lot of telemarketing calls. Do me a favor and give me a couple minutes of your time and you'll be pleasantly surprised! Okay? (BACK TO SCRIPT)

2. Are you calling from a credit card company?/ I don't have a credit card with you.

No, we are Easy Financial Solutions. We are calling about your current credit cards; you do still carry balances on your credit cards, right? (BACK TO SCRIPT)

3. What is Easy Financial Solutions?

We assist account holders in lowering their rates and getting them out of debt 3-5 times faster. (BACK TO SCRIPT)

4. Is this debt consolidation?

No, this is not debt consolidation. We negotiate better interest rates and finance charges on your behalf. This does not hurt your credit rating and you can even continue using your same credit cards. (BACK TO SCRIPT)

5. Are you pulling a credit report?

No, we are going to call your bank and make sure you are in good standings with your lender. (BACK TO SCRIPT)

6. Why do you need my credit card?

I'm asking for this information to verify your account is not too close to the limit, over the limit, or currently late. That is my company's qualification for the program so we can save you at least \$\_\_\_\_\_. (BACK TO SCRIPT)

7. I don't give my credit card number over the phone.

A. The Consumer Protection Act of 1986 protects all credit card holders from fraud, theft, unauthorized use, or services not rendered. If someone were to ever charge your card without your authorization, your credit card company must put those funds back on your card within 48-72 hours. That is the Federal Law. (BACK TO SCRIPT)

B. Like I stated, you are completely protected by The Consumer Protection Act. That states if there are ever any unauthorized charges or misrepresented charges placed on your account, you are not held liable for anything, and also they will spend 3-5 years in prison. That's the Federal Law. (BACK TO SCRIPT)

8. How much does this cost?/ What do you get out of this?

That's the best part; as long as you qualify there is no out-of-pocket expense to you! (BACK TO SCRIPT)

9. Is there a fee/charge for this?

As long as you qualify you do not have to send a check or money order in. (BACK TO SCRIPT)

10. I don't want to give you my debt amount.

In order for us to be able to qualify you for our program there are certain criteria you have to meet, so I would just need a ballpark figure of what you think you owe on all your credit cards combined. So how much do you think you owe?

11. Where did you get my name from?

The credit bureaus; Equifax or Experian . (BACK TO SCRIPT)

12. Send me some information in the mail.

In order to send you the correct information, we have to see what you qualify for. It takes about 60 seconds to verify the information and we will know exactly what you are eligible for, and we will explain it in full detail. (BACK TO SCRIPT)

13. I don't have time./ My spouse handles all of that.

It only takes 60 seconds to make sure you are qualified. Once we do that I'll be glad to call you back at another time to go over it with both of you. (BACK TO SCRIPT)

## **REBUTTALS**

**How are you able to get my rates lowered/ Why can't I do this myself?**

**Did you know that there are nearly 600 banks in the U.S. that issue credit cards? Each one of them have different rates and different criteria for getting those rates. We have relationships with every single one of them and we will be able to find a bank willing to give you a much better rate(s) than you have now.**

**Armed with that information, our expert Negotiators will then get your current lenders to agree to our demands and give you the same low rate that another bank will or risk losing your business. As I'm sure you're painfully aware of by now, bankers are very greedy and they don't want to lose you as a customer.**

**This is how we're able to give you the two strong guarantees that we do.**

**House for sale/ tax refund/ inheritance, etc.....I might be able to pay my cards off soon.**

**That's why we give you the minimum savings guarantee of \$\_\_\_\_ thousand dollars. If our work doesn't save you at least that much before you're able to pay your accounts off, we don't feel like we've earned a fee. Simply let us know that you're accounts are paid off and your fee is completely refunded.**

**So, there's just no reason to not want to save as much as you can in the meantime, right?**

## **Rebuttals:**

Find out their true concern; it is almost always that they just want to make sure that they are doing the right thing, getting what they pay for. That is the true concern 95% of the time...Use Feel, Felt, Found... I understand how you feel, I felt the same way before I started working here... but here's what I've found...

## **Qualifying Rebuttals**

### **Who are you?**

We are Easy Financial Solutions and what we do is negotiate interest rates with your current creditors to get your debts paid off in 1/3rd to 1/5th the time without damaging or harming your credit.

### **Is this my credit card company?**

We are Easy Financial Solutions and we actually work with all 551 nationwide lenders. Is there a particular account you're most concerned about?

### **Early interruption – Not interested:**

Mr. / Mrs. \_\_\_\_\_ what kind of rates are you paying now on your credit cards?

### **What about Credit Consolidation / Credit Counseling?**

Those services actually damage or harm your credit rating which I'm sure you've worked really hard to establish. They basically close your accounts and tell the bank what they are going to pay them or rather what you can afford. The banks are forced to take something rather than nothing and in turn ruin the client's credit.

### **Refuse to give credit card info:**

There is a law called the Consumer Protection Act. The law states that you are protected against loss, theft, fraud, unauthorized use, or services not rendered. You are fully protected through your credit card company and the government. If anything ends up on your statement that you did not authorize, you are not held liable.

### **How did you get my name and phone number?**

We receive our lists from a variety of sources. The data includes name and or telephone numbers only and is obtained from public record sources. No financial data or private information is included. We normally target consumers who could benefit the most from the available programs. Contact is initiated simply to see if our program would be a benefit to you.

## **Credit Card Rebuttals**

(First Name)\_\_\_\_\_, if you're worried about giving your credit card number over the phone I completely understand. I talk to hundreds of people every day and as you can imagine there are some people that have the same concern as you. Let me explain this to you; the reason we ask for that information is to verify your account

is still in good standing. Besides, if there was a charge placed on your account that you didn't authorize you would not be held responsible for that charge. You simply contact your card company, dispute the charge and they would have no choice but to refund your account. The last thing we want to do (First Name) \_\_\_\_\_ is misrepresent anyone or jeopardize our own good standings with the card companies, if we did that we would be out of business. (MUST SOUND CONFIDENT) So, beginning with the (4, 5, 3) \_\_\_\_ go ahead and read that straight across.

(First Name)\_\_\_\_\_, I'm sure you get a statement every month right? Ok, well if you ever look on the back of that statement you will see something called the Consumer Protection Act. In short what it says is, if anything ends up on your statement that you didn't authorize, sign for or enter a pin number for, your not held liable for those charges. Again, all you need to do is contact your credit card company and they have no choice but to refund the charges back to you. Now, do you have that card in front of you or do you need me to hold while you grab it? Ok, beginning with the (4, 5, 3) \_\_\_ read it straight across.

Ok (First Name) \_\_\_\_\_, I'm sure you use your card in person, like at a department store or gas station right? Of course you do! And using your card in person is the exact same risk as using it over the phones. The card company's know that and that's the reason you're fully protected. If you go out to dinner and you pay your bill by handing your card over to the waiter, waitress or whoever. The whole point I'm making is at that point a stranger has access to your information. They could write it down, give it to a friend or log in to e-bay in the back room and have a field day with it. But again (First Name) \_\_\_\_\_, luckily for you, me and anyone else who has a card, WE are protected by the Consumer Protection act. Now, lets get you going in the right direction, beginning with the (4, 5, 3) \_\_\_\_ read it straight across.

**Tape-Recorded Verification:**

That's why we are required to do what's called a tape recorded verification. No one can put anything on a card legally without giving you a receipt for the transaction. Now obviously your in \_\_\_\_\_ and we're in New York so we can't exactly print one out and hand it to you through the phone so what we do is go through your name and address and all that information, and before they even ask for your permission to apply the \$ \_\_\_\_\_ to your account they go over the money back guarantees for you that we have to show you a minimum savings of \$ \_\_\_\_\_ and get you completely debt free in 1/3rd to 1/5th the time or your money back.

One of the reasons we put it onto one of the credit cards is because of the federal law, the consumer protection act. It is a very basic law; however, it simply states that you are not responsible for any unauthorized or misrepresented charges on your account. If you ever saw a charge on your account that you didn't authorize or agree to the first thing you would do is call your credit card company right? And you would find out that they are required to investigate the charge. Every transaction on a credit card is tracked electronically; it's not the same as sending in

a check or a money order. If that was the case then you wouldn't have any recourse at all, but on a credit card you have all the protection you desire.

I'm sure you've seen the commercials on television like Capital One's what's in your wallet right? You see every credit card company offers it because they try to get extra money off of it; however, it is already built in to the credit card.

**They want to see it in writing before they do it:**

That's why we provide you with a tape recording and you and your banks have access to that at any time. On that recording we must state our two money back guarantees and of course we have to give you exactly what we state on the recording. If for ANY reason we are unable to show you the required savings and that you're getting out of debt in 1/3rd to 1/5th the time then we simply cannot keep the fee, period.

Do you read through everything that you do sir/ ma'am? Then I'm sure that you read the 7 or 8 pages that you received when you first got your credit card right? Because on one of the pages that you read through clearly explained that consumer protection act that I went over with you. It is very simple but it is federal law you are simply not responsible for any unauthorized charges or services not rendered.

**LAST RESORT:**

Not only that ma'am/ sir but for every charge that a company makes they must have a merchant account. In that merchant account the company must keep a certain percentage of their daily charges. Now frankly, if we do not save you the money and do not refund the processing fee then they will automatically take it out of our merchant account and put it back on your card. Now if too much of a percentage does get their money back the merchant account gets shut down. If that happens I lose my job; now, no offense ma'am/ sir but I am not willing to risk my livelihood for any one. We have to show you the savings or we cannot keep a dime.

## Extra Rebuttals

1) How Much does this cost me?

Your Saving will exceed the cost of the program. So that will put you ahead of the game automatically.

2) Chase and Washington Mutual just merged and supposidly there raising their rates 26 to 32 percent. So were simply contacting you to make you aware of the lower rates and assist you in taking advantage of the lower rates if that what your interested in doing.

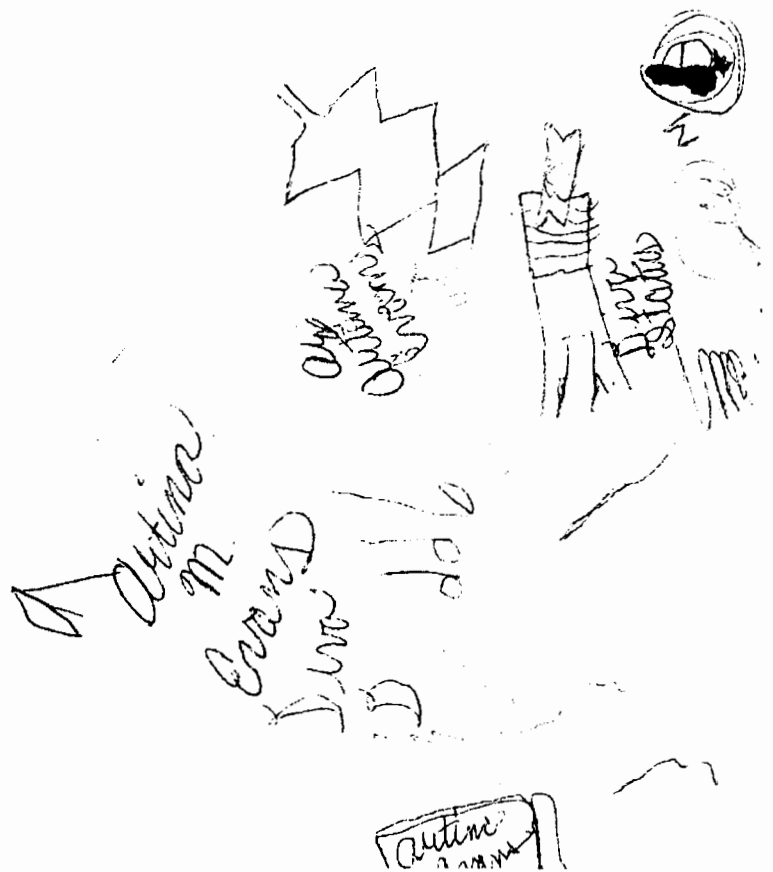
3) Were contacting you by phone because we can better answer any questions you may have versers the information we send to you.

I'm not sure if your aware of it, but, the merger between Chase + WalMart will be, finalized Sept 31st. Thats one of the reasons your being offered this interest rate reductions, so they dont go up between 26% + 32%.

32.50

Due to recent legislation actually congress, you may be eligible for the lower rate reduction, as long as your payments are still current.

Walmart



- couple guarantees to write
  - 1- we guarantee to save BK in interest w/in 15 days by lowering interest rates & finance charges.
    - want to get you down @ least <sup>about</sup>  $\wedge$  half where you are now
    - good news is you get 4 neg in 12 months (1<sup>st</sup> in 15 days + every 90 days after)
  - 2- 100% debt-free in  $\frac{1}{3}$  -  $\frac{1}{5}$  the time w/o our optional service + w/o making larger payments
- you'll be assigned a personal financial negotiator to work one-on-one w/you + you'll be listening in on negotiations
- this way you know that we did our job + how low your rates will be
- had \_\_\_\_\_ a long time? I thought so cuz they qualified you highly for no financial impact meaning that \_\_\_\_\_ has agreed to finance the onetime processing fee of BK because you're in such good standings w/ them.
- this is w/ clear understanding that either we show you a min savings of BK in 15 days thus absorbing the fee in your savings or by law you'll receive a 100% refund from \_\_\_\_\_ no questions asked + you keep the lower rates.
- you're in good hands / win-win situation. I promise that after our work you'll be calling to thank us not to yell @ us.
- fed law requires we place all guarantees + refund policy in a recording for your protection using a licensed verifier so no trick or lie.

# **Rebuttals**

## **1.) Who are you or what company are you with?**

- - - I'm calling you from Easy Financial Solutions and we are consumer advocates, it's our job to make you aware of any interest rate reductions that you are entitled to receive and assist you in taking advantage of those if that's what you're interested in doing.

## **2.) Where did you get my information?**

- - - You were referred to us by the credit bureaus Experian and Equifax because you make your payments on time, not because you're having problems with you accounts.

## **3.) Send me some information or send out another letter because I didn't receive that.**

- - - Basically, the letter just initiates the same conversation that we're having now and with me on the line I can answer any questions that you may have. Besides, we sent the letter out about 60-90 days ago that simply stated that you're eligible for the lower rates and that someone would be calling to qualify you and that's what I'm calling to do.

## **4.) I don't want to consolidate my cards.**

- - - This is not a debt consolidation or debt settlement program. This is simply to lower your interest rates and finance charges so that when you make your payments more of the money will be applied to the principal balance instead of the high interest. You will continue to make your payments and use the same credit cards that you currently have.

**5.) Will this ruin my credit rating or do I have to close out my accounts?**

- - - No, this will actually improve your credit because now that more money is being applied to your balance instead of the interest, your balances will come down dramatically so that will lower your debt-to-income ration and improve your credit score in return. You will still maintain full control over your accounts and use the same cards, because this is not to transfer balances or take advantage of a new credit card offer.

**6.) Why do you need to know how much I owe on my credit cards or I don't feel comfortable discussing that information over the phone?**

- - - The reason we need to know approximately how much you owe is to give you an estimate of your interest savings. It doesn't have to be the exact amount just a ball park figure, how much would you say that you owe?

**7.) Are you pulling my credit report in order to qualify me?**

- - NO, there s no credit check required in order to qualify you for this program. The way we qualify you is just by verifying that one account is not late, over the credit, or too close to your credit limit. We verify that by calling the toll-free customer service number on the back of your credit card, it just has to be Visa, MasterCard, Discover, or American Express.

**8.) I don't give my credit card information over the phone or I don't know who you are, so I'm leery about giving my credit card info over the phone.**

- - - Mr./Mrs. \_\_\_\_\_, that's a natural human response, however, any time that you are issued a credit card you are completely protected under federal law which is called the Consumer Protection Act. That protects all of us credit cardholders against fraud, theft, unauthorized use or services not rendered. \_\_\_\_\_, if anyone were to ever charge your card without your authorization by federal law your credit card company must credit those funds back to your account within 48-72 hours and that person would also spend 3-5 years in prison and that's a federal law. So you're in good hands, we're here to help you, not hurt you. Go ahead and verify the credit card number beginning with 4 (if Visa), 5 (if MC), 6011 (if Discover), and 37 (if AMEX).

**9.) I can call my credit card companies myself and get have my rates lowered.**

- - - Have you ever tried doing that yourself Mr./Mrs. \_\_\_\_\_, because customer service isn't trained to lower rates their job is to answer account related questions and if they lower your rates they may lower it by a percentage or two and it goes right back up. We work with the corporate offices of your lenders and that's how you're able to get better results.

**10.) I'm not interested.**

- - - Mr./Mrs. \_\_\_\_\_, this is something that you're entitled to receive because you make your payments on time and our job as consumer advocates is to make you aware of this benefit and assist you in taking advantage of those if that's what you are interested in doing.

**---- Why can't you qualify me with Discover?**

We can lower the rates on Discover but we can't qualify you with it, because Visa and Mastercard sponsors you for this service.

**---- How low can get my rates?**

We work down from where you currently are that way none of your interest rates go higher than what you're at now.

**---- What do you get out of this?**

As long as we qualify you with one of your lenders then they will qualify you for no out of pocket expense, which means you will never be asked to send in a check or money order for this service, that's one of our guidelines in order for us to work with one of your lenders.

- 12 month period  
5000<sup>00</sup> min saving  
First 15 days \*

- every 90 days we  
lower your rates

- we make our ~~\$\$\$~~  
out of the ~~\$\$\$~~ we  
are able to save you

- we can guarantee you  
savings and give you  
an amount once you  
qualify for the program

- we can get you a lower  
fixed rate that you keep  
till you pay off your  
accounts "

- you are protected by  
the consumer protection  
act!

- we don't need  
your CVC code  
on the back

"that's how they  
make charges  
on your cards!"

are you two  
busy to save

- thousands of  
dollars

WELK'S

# THRILLER MARKETING

Hello \_\_\_\_\_? My name is (Kiara) I'm calling from Easy Financial Solutions regarding your credit card accounts.

we sent out a letter regarding your eligible for lower rates on all of your current credit cards only

→ The letter stated that you may be eligible for interest rate reductions as long as your payment history is still current. Which it is correct?

We are an education and advisory company that works exclusively with consumers that make their payments on time. What we do is work with your lenders to lower the interest rates on all of your current credit cards, so that when you make a payment more of your money is applied to the principle balance instead of being wasted on finance charges. stand fees they charge you This will help you pay off your accounts 3-5 times faster without you having to make larger payments than you are now, your accounts will all remain open, you can still use your cards, this is not a consolidation program. month to month

NOW,  
How much do you think you owe between all of your accounts combined?  
Ok, if you owe \$ \_\_\_\_\_ in credit card debt, we should be able to show you a savings of (\*half of that '12) in interest that you will no longer have to pay back to the banks.

What we need to do now is make sure that you still qualify for the program. We do not pull a credit report, we just need to verify that you have at least one account that is not too close to the limit, not over the credit limit, or currently late. Go ahead and grab a piece of paper and a pen so I can give you all of my contact information, also grab the card that you feel will best qualify you because I need to verify the toll free customer service number that's on the back. Take your time; just let me know when you're ready.

My name is (Kiara) and our toll free number is 888-835-9301. Now verify the toll free customer service number on the back of card.  
Which bank is the account through?  
Is that a Visa or MC?  
And the expiration date?  
Now just for security purposes what are the last 4 digits of your social security number, I don't need the whole thing, just the last 4 digits?  
Thank you; please hold while I check that standing. I'll be right back.

# REBUT'S

How much does this cost?

There's no out of the pocket

expense to you. Meaning

you don't have to send in

a money order nor check

How much it costs?

We work with your lenders

on a corporate level so

we make our money

off of the int. savings

There's no way money can

be made unless rates are  
dropped!

You would like lower interest rates, correct?

You want to get out of debt faster, yes?

What ~~at~~ doesn't interest you?

→ Lower interest rates?

→ Getting out of debt sooner?

What are your concerns?

"We're a consumer education + advisory company."

---

Anything over 5K qualifies for debt management or debt settlement.

**TAB 3**

## Verification Script

---

Thank you for calling the Verification Department.

*Please be sure to refer to the client by their first name. Please do not use Mr. /Ms. before their first name.*

Hello, \_\_\_\_\_. How are you today? This is \_\_\_\_\_ in the Verification Department. My job is to make sure we have all of your information down correctly and to briefly go over the program.

I do need to record this conversation, but before we begin we want to make sure that you do understand that during the recording when we ask you for your permission to charge the (\$fee\$) to your card today, we will need a clear YES for this. Please remember that this is a timed recording and if you have any questions that require the Financial Manager to come back on the line, I will have to start the recording over. Before we begin do you have any more questions? And do you currently have your card out in front of you? Great, please keep this out because we will refer to it during the recording. Okay, please hold as I start the recording.

Press: CONF

Dial: 9.1.321.397.4070

Dial: 308845

Press: 2 to record

Write down contract number

Press: 5 to start recording

Press: CONF twice to join calls

Again, this is \_\_\_\_\_ in the Verification Department. My job is to briefly go over the program. I am now recording this conversation.

For the record I am speaking with \_\_\_\_\_ on (Today's Date). Can you please verify that you spell your name...? (Spell Name) Is that correct? Excellent and your mailing address is... (Say It) and that is spelled... (Spell it) Is that correct? Also please state your home telephone number for the record. Do you have a secondary phone number you would like to provide? *If asked why please respond that it is imperative that we are able to reach them in order to work with their lenders.*

Now, what would you say that you owe roughly on all of your credit cards combined?

Okay, what is going to happen next is that you will receive your paperwork in approximately 3-to-5 business days. Enclosed will be forms and instructions on how to submit your information. After this recording you will also be issued a username and password to the "Member Section" of our website.

Now, just so you know, if any of your accounts are past due or over the limit, you will need to bring them current in order for your Portfolio Manager to work with the lender.

Please remember, we cannot guarantee as to how low your rates can go, but we will do our absolute best to get them as low as possible. Once your Portfolio Manager has spoken to your lenders, we will then complete your Financial Analysis and have that to you within 7-to-10 days upon completion. Our mission for each client is to provide you with a financial plan that will get you completely debt free in  $\frac{1}{3}$  to  $\frac{1}{5}$  the time it would take you on your current schedule, of course without having to make larger monthly payments that you are now. We will show a minimum savings of (\$guaranteed amount\$) in interest overall, or your money back.

Now in order for us to show you your savings as soon as possible it is your responsibility to submit your accounts WITHIN 90 DAYS FROM RECEIVING THE PACKAGE so we can complete your file. I see you provided the representative with a (Card Type) to use for the one-time fee of (\$fee\$), correct?

DO WE HAVE YOUR PERMISSION TO CHARGE THE (\$fee\$) TO THAT CARD TODAY? *We MUST have a clear "yes"*

Can you please read the card number back to me?

Great, the expiration date please?

Thank you, and last the CVC code which is the last 3 digits (4 for Amex) on the back of the card in the signature panel please.

How does your name appear on the card?

*Only if the clients name is not the same as on the credit card, before continuing, ask:*

Are you an authorized user on this account?

Thank you very much for that information \_\_\_\_\_. If you have any questions about your paperwork or our services please do not hesitate to contact Client Services. That department can be reached Monday-Friday from 10:00am to 6:00p, Eastern Standard Time. Again, that number is 888.262.3331

Can you please repeat the number back to me so I can make sure you have it written down correctly?

Thank you, I also have your confirmation number reach which is \_\_\_\_\_. *Give them contract number*

Okay, I am going to stop the recording now. Please do not hang up

## Web Portal Access

---

Okay \_\_\_\_\_, as I mentioned you will be receiving your package in 3-to-5 business days. If you have access to a computer and would like to expedite the service, I will be more than happy to guide you through our SECURE Online Portal where you can submit the accounts you would like us to work on. This allows the entire process to be completed within 72 hours and is the preferred method for most of our clients and something I would suggest you do. Do you mind if I go over this with you?

Objection: I don't want to enter my personal information on the internet  
I completely understand. I do want to inform you that as long as a website has a "Security Certificate", which ours does, your information is perfectly safe. In fact, I would like to mention that we have exceeded the security requirements mandated by the federal government. We take your privacy very seriously and would never jeopardize the well-being of any of our clients.

Objection: I don't want to give you my e-mail address.  
I totally understand why you would be hesitant, especially with the amount of junk mail that is sent to everyone's e-mail accounts these days. Please take just a minute to review our privacy policy on our website. You will find that our company takes your privacy and trust in us very seriously and would never do anything to jeopardize that.

### Client Refuses

No problem. You are still going to receive your welcome package in the mail. Once you receive that, go ahead and sign, complete your profile, and have it back to us as soon as possible so we can start showing you your savings right away. It was a pleasure speaking with you \_\_\_\_\_. Have a great day and congratulations on your savings!

Okay? Great! Let's go ahead and get started.

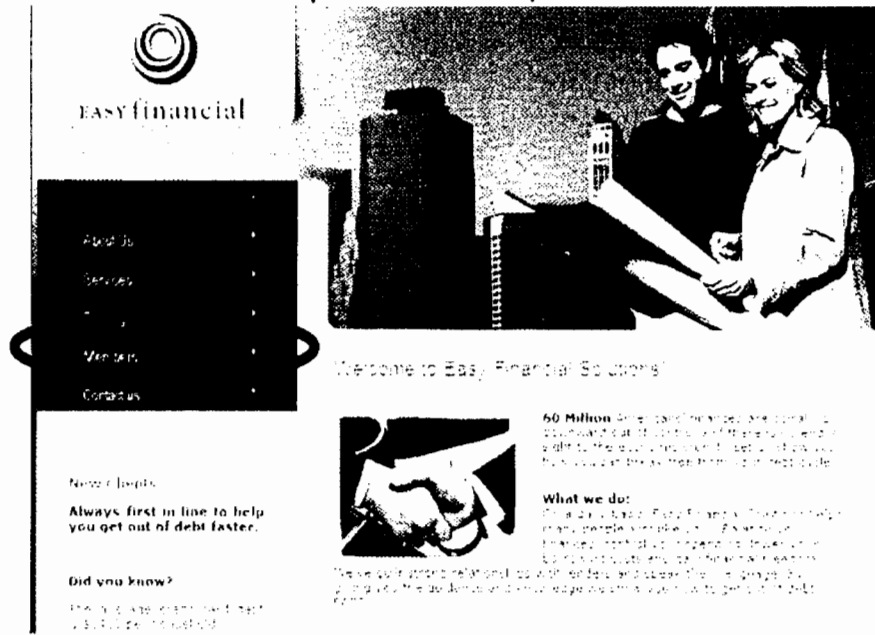
Are you in front of your computer right now?

If No:

No problem \_\_\_\_\_ what I will do for you is go ahead and send you an e-mail with detailed instructions on how to access your Online Portal. Included will be your username and password. What e-mail address would you prefer I send that to? (Repeat it back) Okay, you should be receiving that e-mail within one hour. Once you submit your information someone from our scheduling department will be contacting you to schedule an appointment with your Portfolio Manager to start saving you money! It was a pleasure speaking with you \_\_\_\_\_. Have a great day and congratulations on your savings!

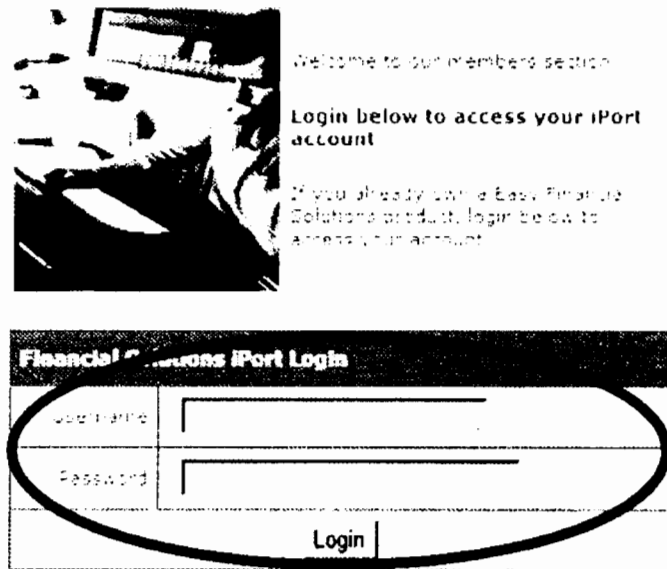
If Yes:

- Please go to www.ezfinancial.info *be sure to specify that it is E-Z not easy.*
- Click on the "Members" tab in the top left corner of your screen

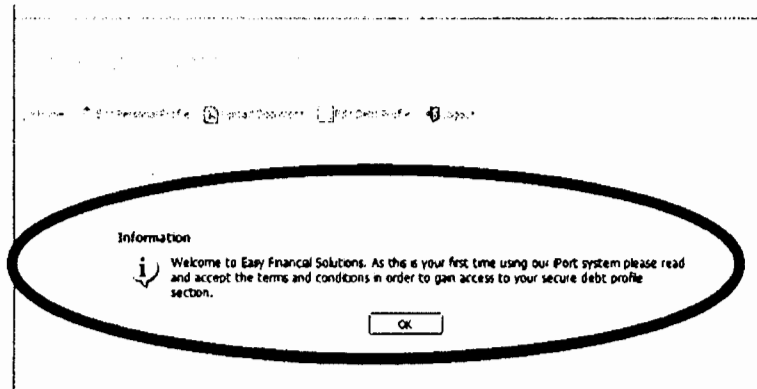


- Type in your Username and Password. Your username is your confirmation number, which is \_\_\_\_\_ and your password is your last name. Please note that the password IS case sensitive so be sure to capitalize the first letter.

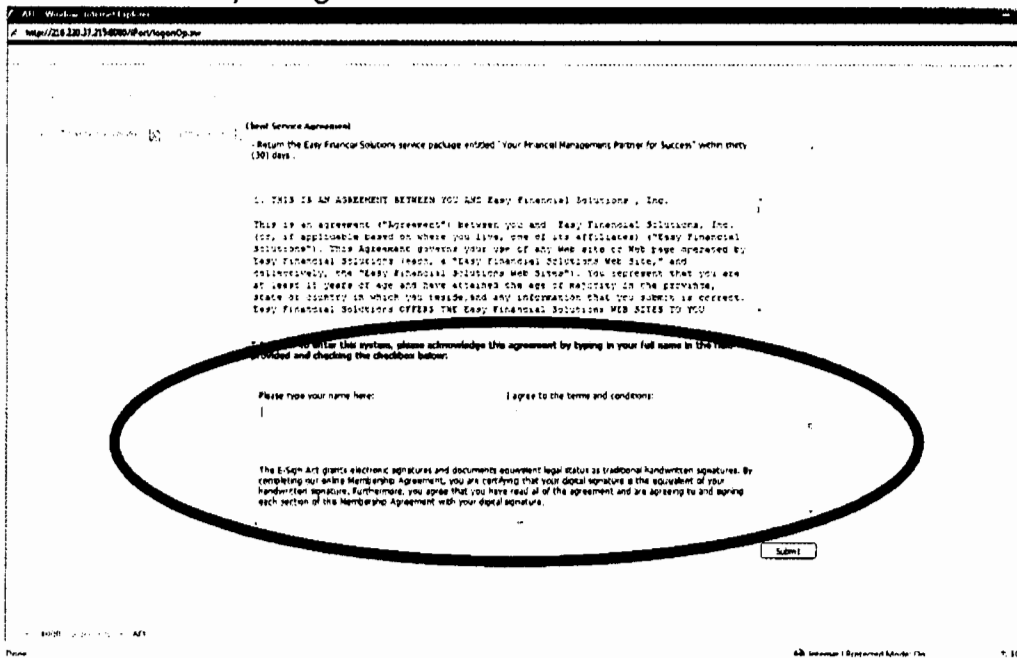
Members



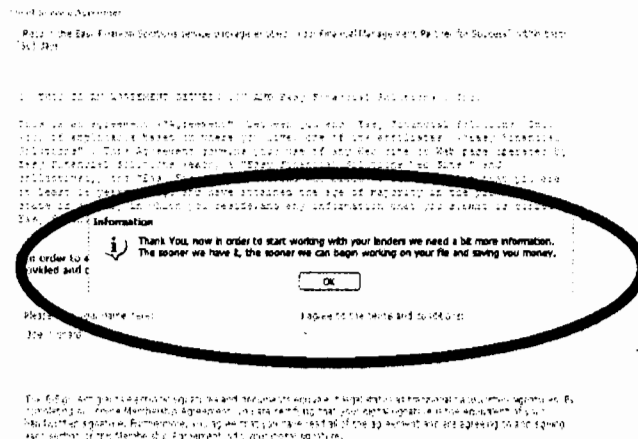
- You should see an information screen that says "Welcome to Easy Financial Solutions"- Do you see it? Okay, great. Go ahead and click "OK"



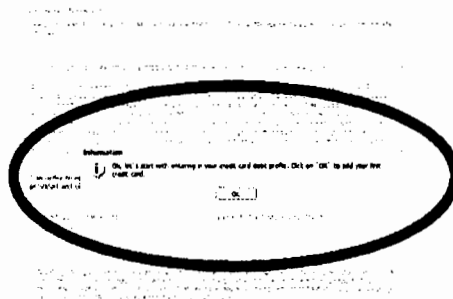
- You should now see the Client Service Agreement. Do you see it? Great.
- If you scroll down you will see the same guarantees and conditions that we have made to you in the verification recording.
- At the bottom of that box to the left you will see a box that says "Please Type your Name". GO ahead and type it.
- Now, check the box that says "I agree to the Terms and Conditions"



- You should now see an information screen that says "Thank You". Do you see it? Okay, great now click on "OK"



- You should now see an information screen that says "Okay, let's start entering in your credit card debt profile." I should mention again that this is a secure site and we have exceeded the security requirements mandated by the Federal Government. Go ahead and click "OK"



- You should now see a "Credit Card Info" Screen. Do you see it? Great. Just fill in the info as best you can for each card that you have. Once you are finished remember to click "Create"

**Credit Card Info**

Credit Card Type:  Issuer:

Credit Card Number:  Is Account Current:

Current Balance:  Credit Limit:

In many cases, several different interest rates apply to your credit card debt. Please enter the rates and current amounts that you know or are applicable to you.

Purchases Interest Rate %:  Purchases Amount \$:

Cash Advance Interest Rate %:  Cash Advance Amount \$:

Balance Transfer Interest Rate %:  Balance Transfer Amount \$:

Other Interest Rate %:  Other Amount \$:

Do you expect any of these rates to change? Feel free to leave this section blank if you don't know, we will take care of this for you.

Purchases Rate Change %:  Purchases Date Change:

Cash Advance Rate Change %:  Cash Advance Date Change:

Balance Transfer Rate Change %:  Balance Transfer Date Change:

Other Rate Change %:  Other Date Change:

Required Minimum Payment \$:  Typical Monthly Payment \$:

- Now you should see a screen asking what you would like to do next. Click the arrow and select which type of account you would like to add.

What would you like to do next?:

- Add a credit card profile
- Add a personal loan profile
- Add a mortgage profile
- Save and exit debt profile

All you need to do from here is repeat this process until all of your accounts have been added. It's very simple; just follow the on screen instructions. If you would like to complete this at a different time all you have to do is click "Save and exit debt profile" and you can pick up right where you left off. If you do have any questions remember you can call us anytime at 888-262-3331 and we will be more than happy to help.

Now, we would like to begin saving you money as quickly as possible. If you could complete this within the next couple of days I would like to go ahead and schedule you an appointment as early as (2 business days). Does that work for you? *If no: (next day) or (next day)* What time is best for you?

Thank you for your time \_\_\_\_\_. It has been a pleasure speaking with you. I hope you have a great day! Congratulations on your savings!

## Payment Plans

---

You authorize Easy Financial Solutions to debit your account today in the amount of (\$fee\$) you also authorize Easy Financial Solutions to debit your account on the 15<sup>th</sup> of the month starting (next month) for a period of \_\_\_\_\_ months.

Also, we will need to have a debit on file for back-up purposes. Can you please go ahead and provide your debit card number now please.

Also, the expiration date? Thank you.

And the CVC number which is the last 3 digits on the back of the card. Thank you

Verification Script

Hello, [Mr. / Mrs.] \_\_\_\_\_.

How are you today?

This is \_\_\_\_\_ in the Verification Department.

My job is to make sure we have all of your information down correctly and to briefly go over the program.

This conversation is being recorded.

Before we begin I want to make sure that you do understand that during the recording <sup>we will be asking</sup> when we ask you for your permission to charge the (\$fee\$) to your card. ~~we will need to stop if~~

Please remember this is a timed recording, if you have any questions and the representative needs to come back on the line, the recording will need to be restarted.

Before we begin do you have any more questions?

Do you currently have your card out in front of you?

Please keep this out because we will refer to it during the verification process.



(Write down contract number)

1 For the record I am speaking with --A--first\_name--B-- --A--last\_name--B-- on (Today's Date) A-- SQLdate--B--.

Can you please spell your first and last name?

2 Okay please spell your mailing address.

Please state your home telephone number.

if email-conf email.  
Now, approximately what do you owe roughly on all of your credit cards combined?

3 Okay, you will receive your welcome package in approximately 5-7 days. - Okay ~~you will~~  
emailing your welcome package to you you should receive by the end of the business day today.  
Enclosed, will be forms and instructions on how to complete your financial profile and securely submit that information to us.

If any of your accounts are past due or over the limit, you will need to bring them current in order for your consultant to work with the lender.

Please remember, we cannot guarantee how low we will be able to get your interest rates, but we will do our absolute best to get them as low as possible.

Once your consultant has spoken to your lenders, we will then complete your financial analysis and have that mailed to you within 7-10 days.

Our mission is to provide you with a customized financial plan that will get you completely debt free in 1/3 to 1/5 the time it would take you on your own without having to make larger monthly payments than you are now.

We will show a minimum savings of (\$guaranteed amount\$) in interest overall or you will receive a 100% refund.

Now in order for us to show you your savings it is your responsibility to return your profile WITHIN 7 DAYS FROM when you receive the welcome package so we can prepare to reduce those high interest rates.

4  
I see you provided the representative with a (CARD TYPE) to use for the one-time fee of (\$fee\$), is that correct?  
*2 cards for a total fee of \$\_\_\_\_ is that correct.*

5  
AND DO WE HAVE YOUR PERMISSION TO CHARGE (\$fee\$) TO THAT CARD TODAY? (CLEAR YES)

Thank you, can you please read the card number back to me?

6  
Great, and the expiration date is?

Thank you and CVC code from the back of your card on the right side of the signature panel. (~~AT THE~~  
~~Front, digits~~) *so we can process the charge*

How does your name appear on the card?

If the client's name is not the same as on the credit card, ask "Are you an authorized user on this account" before continuing.

7  
Can I please have your Date of Birth?

*mother's Maiden Name?*

*Last 4 of social?*

If you have any questions about your paperwork, please feel free to call the Client Services number between the hours of 10am and 6pm Monday through Friday, Eastern Standard Time.

8

That number is 1-888-262-3331.

Can you please read that number back to me?

Also, I also have your confirmation number ready which is: (Give them contract #)

9

can you plz read conf # back

OK --A--first\_name--B--, as I mentioned you will be receiving your welcome package in 5 to 7 days.

↓

We would like to schedule an appointment with you 2 weeks from today which is (appointment date).

We will contact your credit card companies during this time and negotiate the lower rates on all your credit cards.

The reason we schedule 2 weeks from today is to allow time for you to receive, review, and return your financial profile back to us.

⊙ ⊙ What time on (appointment date) is best for you? (Repeat date and time back to client)

Great, and again, the quicker we receive that package back, the quicker you start saving money!

We appreciate the opportunity to serve you Mr/Ms --A--first\_name--B-- --A--last\_name--B--and congratulations on your savings.

password # user  
TM1000 (name)

normal

- Pull Recording (AgentSales)
- Vicidial Recordings (icon on desktop)
- Lists (left hand side, blue color)
- search for a lead (left hand side <sup>gray</sup>)
- enter phone number (only #'s)
- enter
- Click on underlined #
- all the way to bottom
- match up conf # w/ call (that's call we need - w/ conf #)
- right click
- save Target as - hit ok
- make sure in proper folder (today's)
- ~~X~~ X out of screen.

wave, ymc 11:11  
- actual to system  
- wave stats  
- find confirm #

Edit Recording

- open wave pad sound editor (icon)
- open an existing file
- get right folder (today's)
- hit cust. you want
- play - listen for parts. stop. cut.
- Cut → stop. click orange arrow and drag to desired position. hit cut
- click through middle to see if any questions - if so edit
- after cust repeats conf # - cut everything after
- save ~~file~~ - this file.

~~XXXXXXXXXX~~  
TM1000

normal

Phone #  
where, find TM1000  
view to confirm  
view status  
find confirm #

- Pull Recording (AgentSales)
- Vicidial Recordings (icon on desktop)
  - Admin - ok
  - Lists (left hand side) (blue color)
  - search for a lead (left hand side)
  - enter phone number (only #'s)
  - enter
  - Click on underlined #
  - all the way to bottom
  - match up conf # w/ call  
(that's call we need - w/ conf #)
  - right click
  - save Target as - hit ok
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- click through middle to see if any questions - if so edit
- after cust repeats conf # - cut everything after
- save ~~file~~ - this file.

**TAB 4**

**Profit & Loss**

From its Inception through October 28, 2009

	<u><b>Total</b></u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Services Income	4,706,769.95
Income - Held in Reserves	477,762.24
Returns	(79,382.00)
<b>Total Income</b>	<u>5,105,150.19</u>
<b>Cost of Goods Sold</b>	
Transfers to/from AFA	1,636,763.20
Customer Refunds	555,024.79
Chargebacks	277,418.55
Fees - Process America	259,682.43
Commissions - Thriller Marketin	66,711.60
Other Processing Fees	63,594.59
<b>Total COGS</b>	<u>2,859,195.16</u>
<b>Gross Profit</b>	2,245,955.03
<b>Expense</b>	
Contracted Sales & Marketing	1,073,740.11
AFA Canada-Contract Services	256,447.64
Contract Labor	216,712.17
Advertising and Promotion	80,553.76
Credit Card Merchant fees	79,620.11
Credit Card Procesing Fee	30,949.05
Auto Lease Expense	
Auto Lease-Frank Corporino	12,286.25
Auto Lease-Joe Rogister	7,565.00
<b>Total Auto Lease Expense</b>	<u>19,851.25</u>
Telephone Expense	15,681.18
Bank Service Charges	14,972.63
Management Fees	8,450.00
Postage and Delivery	5,453.89
SPIFF-Cash/ATM	4,524.00
Accounting & Legal	3,700.00
Officers Medical Insurance	3,371.58
Insurance Expense	2,915.36
Rent Expense	2,632.00
Office Supplies	1,457.02
Dues and Subscriptions	998.30
Auto Expense-Gas & Repairs	974.53

**Profit & Loss**

From its Inception through October 28, 2009

	<u>Total</u>
Utilities	659.20
Janitorial Service	500.00
License Fees	500.00
Meals and Entertainment	173.03
Reconciliation Discrepancies	(0.20)
Total Expense	<u>1,824,836.61</u>
Net Ordinary Income	421,118.42
Other Income/Expense	
Other Expense	
Other Expense	(354.46)
Total Other Expense	<u>(354.46)</u>
Net Other Income	<u>354.46</u>
Net Income	<u><u>421,472.88</u></u>

**Balance Sheet**

As of October 28, 2009

Oct 28, 09**ASSETS****Current Assets****Other Current Assets****Cash - Merchant accounts**

Process America - Old Account 127,093.83

Thriller Marketing - 2542 77,447.82

Thriller Marketing - 9760 75,569.22

Merchant Reserves - Group ISO 72,869.37

Thriller Marketing - 9743 63,154.69

Thriller Marketing - 7523 61,627.31

Deposits in Transit 29,350.18

**Total Cash - Merchant accounts** 507,112.42Loan Receivable-R&H Marketing 10,500.00**Total Other Current Assets** 517,612.42**Checking/Savings**TD Bank Operating-1310 860.46**Total Checking/Savings** 860.46**Total Current Assets** 518,472.88**TOTAL ASSETS** 518,472.88**LIABILITIES & EQUITY****Liabilities****Current Liabilities****Other Current Liabilities**Loan Payable - AFA USA 96,900.00**Total Other Current Liabilities** 96,900.00**Total Current Liabilities** 96,900.00**Total Liabilities** 96,900.00**Equity**

Net Income 421,472.88

Paid In Capital 100.00**Total Equity** 421,572.88**TOTAL LIABILITIES & EQUITY** 518,472.88

**TAB 5**

**Profit & Loss**

From its Inception through December 1, 2009

	<u>Total</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Revenue-Services</b>	
Thriller Marketing-Sales	3,730,951.26
Dynamic USA-Trf AFA Revenue	1,641,763.20
Miscellaneous Revenue	100,508.94
Held in Reserve - Thriller Mark	91,197.45
Revenue-Services - Other	15,000.00
R & H Marketing- Revenue Trfd	0.00
<b>Total Revenue-Services</b>	<u>5,579,420.85</u>
Services Income	3,563.09
Refunds	(47,470.00)
<b>Total Income</b>	<u>5,535,513.94</u>
<b>Cost of Goods Sold</b>	
<b>Third Party Contractors</b>	
BKMC	1,259,214.91
Dimira LLC	454,582.00
Kaplan Consulting	48,800.00
CSTR Solutions	26,000.00
Shore Thing	19,012.00
Debt-Free Life	16,000.00
All In Data	12,000.00
Clear Talk Communic	8,000.00
CCMS	5,250.00
Third Party Contractors - Other	(262,077.00)
<b>Total Third Party Contractors</b>	<u>1,586,781.91</u>
Fees - Process America	91,468.59
Other Processing Fees	24,268.02
<b>Total COGS</b>	<u>1,702,518.52</u>
<b>Gross Profit</b>	3,832,995.42
<b>Expense</b>	
Salaries and Wages	1,811,106.37
Contract Services	736,118.61
Advertising-Miscellaneous	383,903.54
Mgt Consult Fee-Invite Solution	200,875.00
Payroll Tax Expense	169,084.49
Rent Expense	

**Profit & Loss**

From its Inception through December 1, 2009

	<u>Total</u>
Rent Expense - Other	85,345.98
Rent-Corporate	61,186.00
Rent-Personal (Joe Rogister)	13,555.00
Rent- Clifford Gauthier	7,942.36
<b>Total Rent Expense</b>	<b>168,029.34</b>
<b>Management Fees</b>	<b>152,294.34</b>
<b>Office Expense/Supplies</b>	<b>104,071.52</b>
<b>Telephone Expense</b>	<b>80,512.39</b>
<b>Postage, Mailing Service</b>	<b>66,261.49</b>
<b>Bank Charges</b>	<b>47,253.49</b>
<b>Repairs and Maintenance</b>	<b>44,764.05</b>
<b>Interest Expense</b>	
Shareholder - S. Rogister	33,816.00
Interest Expense - Other	829.33
<b>Total Interest Expense</b>	<b>34,645.33</b>
<b>Legal Fees</b>	<b>32,611.17</b>
<b>Depreciation Expense</b>	<b>26,042.45</b>
<b>Advertising and Promotion</b>	<b>25,413.41</b>
<b>Computer and Internet Expenses</b>	<b>23,383.34</b>
<b>Professional Fees</b>	<b>20,995.00</b>
<b>Utilities</b>	<b>14,634.27</b>
<b>Licensing Fees</b>	<b>14,211.73</b>
<b>Janitorial Services</b>	<b>13,833.65</b>
<b>Meals and Entertainment</b>	<b>12,663.58</b>
<b>Travel</b>	<b>12,162.66</b>
<b>Recruiting Expense</b>	<b>10,898.00</b>
<b>Web Development</b>	<b>9,508.08</b>
<b>Insurance Expense</b>	
Insurance-Workers Comp	3,304.35
Insurance-Liability	2,826.08
Insurance Expense - Other	1,198.16
<b>Total Insurance Expense</b>	<b>7,328.59</b>
<b>Printing and Copying</b>	<b>6,187.18</b>
<b>Training/Staff Development</b>	<b>4,800.00</b>
<b>Relocation Costs-Joe Rogister</b>	<b>3,986.53</b>
<b>Vehicle Lease-Joe Rogister</b>	<b>3,585.00</b>
<b>Auto Exp-Gas/Oil</b>	<b>3,085.07</b>
<b>Cash for Spiff money</b>	<b>2,620.95</b>
<b>Business Registration Fees</b>	<b>2,307.50</b>

**Profit & Loss**

From its Inception through December 1, 2009

	<u>Total</u>
Security	2,015.20
Payroll Processing Fee	1,327.92
Miscellaneous Expense	1,190.42
Dues & Subscriptions	679.91
Contributions	500.00
Reconciliation Discrepancies	13.81
NSF Fee	0.00
Wire Fee	0.00
SPIFF- Contarct Services Bonus	(32,384.50)
Spiff	(60,191.53)
<b>Total Expense</b>	<u>4,162,329.35</u>
<b>Net Ordinary Income</b>	(329,333.93)
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Income/(loss) from subsidiary	
Dynamic Financial Group, Inc.	406,894.53
Income/(loss) from subsidiary - Other	(2,311.97)
R&H Marketing, Inc.	(34,964.01)
<b>Total Income/(loss) from subsidiary</b>	<u>369,618.55</u>
Other Income	(2,627.56)
<b>Total Other Income</b>	<u>366,990.99</u>
<b>Other Expense</b>	
Tax	1,388.00
Penalty Expense	77.00
Other Expense	(244.89)
Ask My Accountant	(39,747.00)
<b>Total Other Expense</b>	<u>(38,526.89)</u>
<b>Net Other Income</b>	<u>405,517.88</u>
<b>Net Income</b>	<u><u>76,183.95</u></u>

**Balance Sheet**

As of December 1, 2009

	<u>Dec 1, 09</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Other Current Assets</b>	
Transfers to R & H Marketing	137,000.00
<b>Cash Merchant Accounts</b>	
Thriller Marketing - 6087	48,545.15
Thriller Marketing - 6249	42,652.30
Deposits in Transit	<u>21,823.82</u>
<b>Total Cash Merchant Accounts</b>	113,021.27
Loan Receivable-Dynamic Financi	96,900.00
<b>Deferred Interest Expense</b>	
S. Rogister	21,737.00
J. McConnell	14,612.00
P. McConnell	14,612.00
A. Steinberg	<u>2,602.00</u>
<b>Total Deferred Interest Expense</b>	<u>53,563.00</u>
<b>Total Other Current Assets</b>	400,484.27
<b>Checking/Savings</b>	
AFA Operating	239.10
AFA Payroll	<u>(65,168.19)</u>
<b>Total Checking/Savings</b>	<u>(64,929.09)</u>
<b>Total Current Assets</b>	335,555.18
<b>Fixed Assets</b>	
Furniture and Equipment	190,134.37
Accum Depreciation	<u>(26,042.45)</u>
<b>Total Fixed Assets</b>	164,091.92
<b>Other Assets</b>	
Investment in Dynamic	406,994.53
Intelligence Mktg-Goodwill	300,000.00
Subscriptions Receivable - Joe	23,400.00
Investment in R&H Marketing	<u>(37,175.98)</u>
<b>Total Other Assets</b>	<u>693,218.55</u>
<b>TOTAL ASSETS</b>	<u><u>1,192,865.65</u></u>

**LIABILITIES & EQUITY**

**Balance Sheet**

As of December 1, 2009

	<u>Dec 1, 09</u>
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
Loan Payable -Peter OConnell	263,092.00
Loan Payable - Joanna OConnell	173,112.00
Payroll Liabilities	82,326.71
Pending Refunds	47,470.00
Direct Deposit Liabilities	35,897.88
Loan Payable Avery Steinberg	20,102.00
Withholding Payable - Canadian	4,714.29
SPIFF Cash Bonus	85.00
Loan Payable - Kristy Walker	(20.00)
<b>Total Other Current Liabilities</b>	<u>626,779.88</u>
<b>Accounts Payable</b>	
Accounts Payable	57,222.82
<b>Total Accounts Payable</b>	<u>57,222.82</u>
<b>Total Current Liabilities</b>	684,002.70
<b>Long Term Liabilities</b>	
Loan Payable - Sean Rogister	235,779.00
<b>Total Long Term Liabilities</b>	<u>235,779.00</u>
<b>Total Liabilities</b>	919,781.70
<b>Equity</b>	
Net Income	126,955.62
Paid In Capital-Sean Rogister	78,000.00
Paid In Capital Peter Oconnell	39,000.00
Paid in Capital-Joanna McConnel	39,000.00
Paid in Capital-Joe Rogister	23,400.00
Paid In Capital-Avery Steinberg	17,500.00
Retained Earnings	(50,771.67)
<b>Total Equity</b>	<u>273,083.95</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,192,865.65</u></u>

**TAB 6**

**Profit & Loss**

From its Inception through December 1, 2009

	<u>Total</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Services Income ( AFA)	529,363.45
Commission Income	31,994.50
<b>Total Income</b>	<u>561,357.95</u>
<b>Cost of Goods Sold</b>	
<b>Third Part Contarctors-AFA</b>	
All In Data	42,500.00
Dimira	18,903.31
Third Part Contarctors-AFA - Other	(19,523.31)
<b>Total Third Part Contarctors-AFA</b>	<u>41,880.00</u>
Customer Refunds	13,442.00
<b>Total COGS</b>	<u>55,322.00</u>
<b>Gross Profit</b>	506,035.95
<b>Expense</b>	
Advertising	251,436.31
Cash for SPIFF	221,711.89
Management Fees	62,000.00
Bad Debts	60,752.00
Contract Services	30,495.02
Telephone/Internet/Fax	19,577.38
Office Supplies	18,603.76
Legal Fees	9,523.59
Rent Expense	8,652.90
Web Development	8,109.50
Computer and Internet Expenses	4,432.73
Bank Service Charges	3,653.61
Utilities	2,958.40
Accountant Fees	1,950.00
Printing and Reproduction	1,290.25
Recruitment Costs	828.00
Insurance Expense	673.85
Postage and Delivery	613.75
Meals and Entertainment	332.87
Dues and Subscriptions	80.00
Automobile Expense	61.54
Security	56.71
<b>Total Expense</b>	<u>707,794.06</u>

**Profit & Loss**

From its Inception through December 1, 2009

	<u>Total</u>
Net Ordinary Income	(201,758.11)
Other Income/Expense	
Other Income	
Interest Income	<u>0.06</u>
Total Other Income	0.06
Other Expense	
Ask My Accountant	<u>6,945.77</u>
Total Other Expense	<u>6,945.77</u>
Net Other Income	<u>(6,945.71)</u>
Net Income	<u><u>(208,703.82)</u></u>

**Balance Sheet**

As of December 1, 2009

	<u>Dec 1, 09</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Bank of America-0667	4,367.67
Bank of America-1556	0.06
<b>Total Checking/Savings</b>	<u>4,367.73</u>
<b>Other Current Assets</b>	
Transfers to AFA Canada	1,000.00
Trfs to/from Dynamic Financial	(15,500.00)
Transfers To/From AFA US	(206,275.00)
<b>Total Other Current Assets</b>	<u>(220,775.00)</u>
<b>Total Current Assets</b>	<u>(216,407.27)</u>
<b>TOTAL ASSETS</b>	<u><u>(216,407.27)</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
Payroll Liabilities	(7,803.45)
<b>Total Other Current Liabilities</b>	<u>(7,803.45)</u>
<b>Total Current Liabilities</b>	<u>(7,803.45)</u>
<b>Total Liabilities</b>	(7,803.45)
<b>Equity</b>	
Paid in Capital - AFA USA	100.00
Net Income	(208,703.82)
<b>Total Equity</b>	<u>(208,603.82)</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>(216,407.27)</u></u>

**TAB 7**

**Profit & Loss**

From its Inception through December 1, 2009

	<u><b>TOTAL</b></u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Sales</b>	
Sales - AFA	3,150,368.00
Sales - TM	1,781,252.00
<b>Total Sales</b>	<u>4,931,620.00</u>
Refunds-TM	<u>(138,787.50)</u>
<b>Total Income</b>	4,792,832.50
<b>Cost of Goods Sold</b>	
Royalties-AFA	3,719,049.01
Royalties-TM	517,025.45
Merchant Account Fees	376,935.91
<b>Salary &amp; Wages</b>	
Sales - Hourly	202,082.97
Manager - Hourly	30,477.03
Verification - Hourly	18,331.13
Training - Hourly	1,041.85
<b>Total Salary &amp; Wages</b>	<u>251,932.98</u>
Leads	190,383.60
<b>Commissions</b>	
Sales	60,503.75
Manager Overrides	17,587.50
Spiffs	9,318.17
<b>Total Commissions</b>	<u>87,409.42</u>
<b>Total COGS</b>	<u>5,142,736.37</u>
<b>Gross Profit</b>	(349,903.87)
<b>Expense</b>	
Payroll Taxes	39,845.75
Executive Compensation	27,000.00
<b>Telephone</b>	
Predicitve Dialer Long Distance	13,480.99
Office Phone Service	6,819.26
Cellular & Air Card Service	1,544.87
Telephone - Other	656.98
<b>Total Telephone</b>	<u>22,502.10</u>

Thriller Marketing, LLC

**Profit & Loss**

From its Inception through December 1, 2009

	<b><u>TOTAL</u></b>
Repairs and Maintenance	16,211.42
Office Supplies	11,502.31
Computer Supplies	8,770.26
Bank Service Charges	5,752.00
Utilities	5,331.21
Equipment Rental	5,281.51
Professional Fees	5,081.25
Advertising and Promotion	2,988.75
Internet Service	2,442.10
Insurance	
Worker's Compensation	1,627.00
General Liability Insurance	798.55
Total Insurance	<u>2,425.55</u>
Meals and Entertainment	1,954.28
Rent	1,690.00
Taxes & Licenses	1,088.35
Security	632.06
Postage and Delivery	419.10
Miscellaneous	225.00
Interest	53.91
Web Site	39.80
Dues and Subscriptions	29.00
Total Expense	<u>161,265.71</u>
Net Ordinary Income	(511,169.58)
Other Income/Expense	
Other Income	
Miscellaneous Income	895.00
Administration Fees	75.00
Total Other Income	<u>970.00</u>
Other Expense	
Voided Checks	0.00
Suspense Account	0.00
Total Other Expense	<u>0.00</u>
Net Other Income	<u>970.00</u>
Net Income	<u><u>(510,199.58)</u></u>

**Balance Sheet**  
As of December 1, 2009

	<b>Dec 1, 09</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Other Current Assets</b>	
Undeposited Funds	379,772.50
Loans to AFA	40,962.00
Fees Receivable-AFA	397.80
Employee Advance	304.73
<b>Total Other Current Assets</b>	<b>421,437.03</b>
 <b>Accounts Receivable</b>	
Accounts Receivable	2,035.00
<b>Total Accounts Receivable</b>	<b>2,035.00</b>
 <b>Checking/Savings</b>	
Bank of America-Operations-4630	14,244.11
Bank of America - Payroll-5147	100.00
Bank of America-Merchant(TM)5121	(174,293.48)
Bank of America-Merchant(AFA)5118	(905,320.14)
<b>Total Checking/Savings</b>	<b>(1,065,269.51)</b>
<b>Total Current Assets</b>	<b>(641,797.48)</b>
 <b>Fixed Assets</b>	
Computer Equipment	9,623.78
Furniture and Equipment	7,564.48
Organizational Expenses	125.00
<b>Total Fixed Assets</b>	<b>17,313.26</b>
 <b>Other Assets</b>	
<b>Merchant Account Reserves</b>	
Reserves-to be allocated	261,052.10
Reserve - 1402542	66,582.33
Reserve - 1409760	46,079.07
Reserve - 1429743	40,287.06
Reserve - 1427523	39,712.53
Reserve - 1396249	34,829.07
Reserve - 1426087	28,819.63
<b>Total Merchant Account Reserves</b>	<b>517,361.79</b>
Suspended-Discover 4415489	7,580.00
Suspended Funds-AX 3486	7,069.01
Suspended Funds-AX 0143	3,762.26

**Balance Sheet**  
As of December 1, 2009

	<b>Dec 1, 09</b>
Suspended Funds-1396249	2,695.48
Suspended-Discover 4262527	1,995.00
Suspended Funds-PA9760-AFA	(2,241.11)
Suspended Funds-PA2542-AFA	(61,694.99)
<b>Total Other Assets</b>	<b>476,527.44</b>
<b>TOTAL ASSETS</b>	<b>(147,956.78)</b>
 <b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
Reserve Payables - AFA	485,687.99
Royalties Payable-AFA	5,000.00
Employee Reserve- Cancelations	100.00
Payroll Liabilities	25.00
Child Support Withheld	20.00
<b>Total Other Current Liabilities</b>	490,832.99
 <b>Accounts Payable</b>	
Accounts Payable	4,821.95
<b>Total Accounts Payable</b>	4,821.95
 <b>Total Current Liabilities</b>	 495,654.94
 <b>Long Term Liabilities</b>	
<b>Loans Payable - Members</b>	
J Franks	3,415.17
D Martins	(1,827.31)
<b>Total Loans Payable - Members</b>	1,587.86
 <b>Total Long Term Liabilities</b>	 1,587.86
 <b>Total Liabilities</b>	 497,242.80
 <b>Equity</b>	
J Franks - Draws	(67,500.00)
D Martins - Draws	(67,500.00)
Net Income	(510,199.58)
<b>Total Equity</b>	(645,199.58)
 <b>TOTAL LIABILITIES &amp; EQUITY</b>	 <b>(147,956.78)</b>

**TAB 8**

**From:**

**Sent:** Saturday, November 28, 2009 9:45 PM  
**To:** clientservices@ezfinancial.info  
**Subject:** Fwd: Not getting feedback or returned phone calls  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged  
**Flag Color:** Yellow



Begin forwarded message:

**From:**  
**Date:** November 28, 2009 5:00:19 PM PST  
**To:** "EzineArticles.com New Member Welcome" <support@ezinearticles.com>  
**Subject:** Re: Not getting feedback or returned phone calls

Dear CROOKS,  
You people are DISGUSTING! You make SICK! You are no better than a common THIEF. Your scam has been reported to The FBI and the internet. You have stolen \$1200 from me and I am sure to may others who sought your help. HOW can you live with yourself when you look into the mirror. As a Retired U.S. Marine Colonel who has put his life on the line for people like you who should be behind bars. Your as corrupt as the ACORN group. Just rest assured that you will pay for these criminal acts on day. You are not the Americans who stand for our values. I promise you that I will do everything that I can Do to bring you to justice. All of you will meet your justice. How can look at your children and not feel ashamed. YOU ARE CRIMINALS and one day , you will answer for your transgressions.

Confirmation #30095

09/09/2009 22:12

PAGE 01/01

Fax 1.888.262.2947

9/10

Dear F 'in Cockroaches

My Monthly Statement Have  
 Been coming in and its no  
 surprise that my money has  
 not been refunded due to  
 failure of your so called savings  
 after all cracks don't give money  
 back, however, meanwhile your  
 damaged has not stoped on my  
 part. my Credit Cards are  
 getting canceled one by one  
 the latest (Home Depot master card)  
 Thanks alot you could in my  
 Cockroach I am however in  
 the process of reporting you  
 to every "will help the agency"  
 possible including lawyers, this  
 did not have to go this far ~~because~~  
 because at one point Alex said  
 my money would be refunded  
~~at~~ on a sat and that I would be  
 notified on a Mon But the piece of shit  
 Mike Manager wants to play No, No, No...  
 "its ON" there is no more leudes  
 for me there is no way you can save me  
 "2500" refund the money

Keep in Mind there will be

monthly Greetings

#24879

---

**From:**  
**Sent:** Friday, November 20, 2009 4:30 PM  
**To:** clientservices@ezfinancial.info  
**Subject:** Not getting feedback or returned phone calls

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged  
**Flag Color:** Yellow

I have tried unsuccessfully to talk with anyone in your company or to have someone to return my calls for over the last three weeks. I don't know what is going on, but it sounds a lot like a scam to me. If I do not hear from you in the near future, I am going to notify my credit card company to get my \$1195 for this service refunded to my account so that I can contract with someone who can help me. I also plan to report your company as a possible scam. You can contact me at (H) or (cell).

November 3, 2009

F

Monroe, LA 71201

Easy Financial Solutions  
228 Park Avenue, Suite 22280  
New York, NY 10003

296360

Dear Sirs:

You have not lived up to your guarantee of at least \$3,500 in savings, therefore I am requesting a full refund of the \$1,295.00 that was charged to my Capital One account. After Mr. Eric Stuedemann, my account executive was unsuccessful in negotiating any savings, he stated that one of his managers would be calling to inform me of my refund. After waiting a week with no call, I called several times and left messages. I finally received a phone message from a Mr. Tickner asking me to call back which I did three times without a reply.

I am also contacting Capital One and requesting them to reverse the charges that were made to my account.

Sincerely,

October 28, 2009

To who it may concern,

My husband and I both spoke with Eric Stuedemann concerning Easy Financial. I spoke with him on August 13 and spoke with him on August 14 about what Easy Financial could do for us. It sounded good and we agreed. Our credit card was charged \$1995 on August 15. We received the package on August 21 and we filled in the forms and mailed them on August 23. On August 25 I called to inform them the papers were mailed and a man set up an appointment for August 28 at 5pm. We received no call and I called Easy Financial on August 31 and another appointment was set up for September 4 at 5 pm. We received no call I called and left a message that we were unhappy. The next day I received a call from Mike Cummings that we would receive a call Tuesday August 8 after 12:30 pm to have another appointment set up, no call came. On September 10 I called Easy Financial and an appointment was set for September 15 at 2pm. I informed their representative that we were not happy with the no calls and constant rescheduling. My husband and I both were home for the 2pm schedule. At 2pm we received a call that the appointment would need to be rescheduled I told the caller that we were not happy and we wanted to cancel the transaction with Easy Financial and have our \$1995 credited back to our credit card. We were informed a John Frank would call us. Fifteen minutes later a Mary Baker called saying she was given our name to proceed with lowering rates. She informed us she would only be able to do a few of our transactions as she had her other appointments. We agreed and talked to her about doing Chase first she informed us that when we had agreed to this in August the law had changed and we would have to claim hardship and if they tried to transfer the balance to another credit card we would be required to pay that credit card 3%. This information was nowhere near what was told to us by Eric Stuedemann. We informed Mary Baker that do to the unsatisfaction of no calls, rescheduling, and the information she gave us about doing hardship and paying to have to transfer which was in no way even close to what was discussed with Eric Stuedemann, we decided to cancel our transaction with Easy Financial and expected \$1995 to be credited to our account. She informed us she was placing in our file we refused service. After this telephone conversation, my husband and I called Easy Financial and talked to Eric Stuedemann. After talking to us he transferred us to John Frank, they had apologized and we agreed to try one more time with someone helping to lower rates. We received a call from Syd Janves and she proceeded to tell us the same information Mary Baker had said with claiming hardship and if we transferred to another credit card paying the 3%. We informed her no this was not what we were told or agreed to, and we wanted to speak to someone to cancel this transaction. We then spoke with Mike Cummings, after a conversation that just seem to go around in circles, explaining to him that why would we pay someone \$1995.00 to ruin our credit claiming hardship or even pay \$1995.00 to transfer say a balance of \$10,000 that we could transfer our self that would only have cost us \$300. At the end of our conversation Mike Cummings stated someone from the refund department would call us. September 17 there was a message on my machine to call Matthew at ext. 276. I called at 10:15 September 18 after speaking with him he informed me he was not with the refund department, he placed me on hold and when he returned he said someone from the refund department would call me. At 2pm I received a call from Mike Cummings he stated I would receive a full refund of \$1995. credited back to my credit card that it may take up to 30 days most times it takes two weeks. As of the time of this letter It has been 40 days and my credit card still has not been credited. I still have not received satisfaction.

confirmation# 227393

From: A

Sent: Monday, September 28, 2009 2:12 PM

To: clientservices@ezfinancial.info

Easy Financial Services  
228 Park Ave S #22280  
New York, New York 10003

Dear Customer Service Representative:

I am writing in order to request that Easy Financial Services return my payment of \$1,195, which was made on July 17, 2009, pursuant to Section 9 of the Services Agreement ("Agreement"). My case number was 25850.

On July 27, 2009, I entered into said Agreement with Easy Financial Services. Various promises were made in that Agreement, including your promise to "attempt to negotiate, on [my] behalf, with [my] credit lending institutions to reduce interest rates..." and "provide [me] with a minimum savings of \$5,000.00 in future interest and finance charges or [my] money back." Despite making numerous phone calls to your institution and leaving a number of messages, in approximately two months, your institution has made only the barest efforts towards meeting these obligations. In fact, I have, repeatedly, called individual after individual asking for assistance and waited for what were preplanned and scheduled phone conferences on at least two separate occasions, to no avail, because few calls were returned and scheduled appointments were ignored. Accordingly, there has been no progress in meeting your obligations to me. As a result, it is evident to me that your institution is incapable of meeting the terms of the Agreement.

I have honored the Agreement, however, and provided you with all of the necessary information, including personal and financial information. I did so in a timely manner. Again, it is my conclusion, based on your institution's lack of responsiveness and lack of diligent effort, that you are not able to meet your obligations to me.

Therefore, again, please consider this letter my exercise of Section 9 of the Agreement, which requires your institution to return my payment in the event it is incapable of satisfying my financial program needs, which includes provision of a Financial Road Map and a savings of \$5,000. To date, I have not received a profile, nor has any progress been made to settle my debts, with the result being that I have seen no savings in interest and finance charges.

I am disappointed that your institution was unable to assist me. Please promptly and expeditiously remit payment to: / Lennox, California, 90304.

Signed,

A/

9/28/2009

Dynamic Financial  
Resolutions  
P.O. Box 7775, INC.  
Department #: 9660  
San Francisco, CA 94120

It is written in response of my application to you (to lower the interest rates in my credit cards) and about your voice mail to me in

I know you left me voicemails three times, and gave me a phone # 866 725 5966; but it never works. I tried to call you several times, it always gives response as " Could not be reached from your calling area".

However, the main message I want to give you today is, " I WANT MY MONEY REFUNDED AS SOON AS POSSIBLE".

Baltimore, MD 21200

Work address:

Baltimore, MD 2124

Philadelphia, PA 19139

Easy Financial  
228 Park Avenue  
Suite 22280  
New York, NY 10003

Gentlemen,

Your financial summary of my debts is very interesting, but I will never live long enough to benefit since I am now 86. I was very naïve to give you my card number. I misunderstood the information given to me by the CEO of your company. Thus far it seems that all I have succeeded in doing is getting my self deeper in debt. It did not take but a day for you to charge \$695.00 to my credit card. I told you once and now I am telling you again, I do not want to deal with you anymore. I have paid \$695.00 plus additional charges for some stationary and \$9.60 in postage. I have checked with the Better Business Bureau and you are not accredited.

I have cancelled my account and informed my bank of your address and phone number so they will block any further attempts.

I have also contacted the Pennsylvania Attorney General's office of your attempts to obtain money with misleading information.

Yours truly,

cc: PA Attorney General

**From:**

**Sent:** Thursday, September 03, 2009 6:26 PM

**To:** clientservices@ezfinancial.info

I have been trying to contact you by phone and nobody answers my phone calls, I was calling to let you know that I want the \$1695 back in my credit card account. You all told me that I would'nt be able to tell a difference in my credit card account but my bill has went up & I would like for you to put the money back in my account. If you have any questions please call, you should have my number, Thanks.

26469

Sam Scheduled apt for 10/7/09.

September 4, 2009

easyFinancial  
228 Park Avenue, Suite 22280  
New York, NY 10003

Dear easyFinancial,

Please find enclosed the Welcome Package sent to me after our phone conversation regarding help with my interest rates. I wish to cancel this service and am following the instructions you provided in the package.

You indicate that I should request an RMA number but after repeated attempts to contact you, I am going ahead and sending this with the confirmation number you provided. I don't know if the two numbers are the same but I will not get this returned in time if I don't mail it today. I have recorded attempts to call you on:

August 24th at 9:20 a.m. to your ~~888~~ number  
August 24th at 2:03 p.m. to your ~~888~~ number  
August 25th at 4:46 p.m. to your ~~888~~ number  
August 26th at 3:18 p.m. to your ~~888~~ number  
August 26th at 3:34 p.m., I called 813-835-9301 as advised by my credit card company  
August 26th at 3:41 p.m. to your ~~888~~ number again  
August 26th at 4:35 p.m. to your ~~888~~ number

I finally received a call back from a woman on 4:49 p.m. on August 26th but she told me I couldn't cancel although your instructions state that I have 30 days which don't expire until September 13th.

Therefore, I do wish to cancel and am returning the package. Please advise me that this account is closed and that you have refunded my credit cards in the amount of \$695 and, separately, \$200, as soon as possible.

Thank you,

Confirmation #: 26945  
enclosure: Welcome Package and all documentation

*ReCnded*

#23287

Los Angeles, California May 16, 2009

Easy Financial Solutions , a division of EZ Works Inc.  
228 Park Avenue,  
Suite 22280  
New York , New York , 10003

REFF # 2387

Dear Sir,

The purpose of this letter is to let you know that on April 27, 2009 I ordered your services and after several attempts on your part to contact my creditors and lower my interest rates , I have seen no results . My interest rates have not been lowered in none of my credit cards . I have seen no 5,000 dollar savings . Up to today my financial situation is the SAME if not WORSE since I requested your services . I am currently unemployed . See my attached copy of my unemployment benefits .

For all of these reasons I am canceling my compromise with your company . I don't need anymore services from you that in the first place WHERE NEVER RENDERED as part of our compromise .

Thank you.

Sincerely ,

c.c. BES.  
c.c. A.H.P.F

Dec. 31, 2008

Invoice # CR12900  
Dynamic Financial  
P.O. Box 7775  
Dept. 9660  
San Francisco, Ca. 94120  
Attn: Jordan Harrison

1-888-933-2841  
1-888-396-0565

Dear Sir,

I have tried to reach you numerous times by phone but could not get through or I would get cut off. I am writing this letter to request that you remove a charge from your company in the amount of \$1190.00 posted on my Capital One card on Oct. 6, 2008,

We spoke in October concerning your services, I did not fully understand the way you did business so I ended the conversation. You called me back and I felt you pressured me on the phone. I received your paperwork, but I did not sign it nor did I return it to you. The reason I haven't written sooner, I thought you would remove the charge since you did not receive the paperwork. I do not want your services. My husband has been ill with cancer and this is very disturbing to him. Please do the right thing and remove this charge. I am sending a copy of this letter to Capital One.

J. Harrison

**TAB 9**



JOHN ELIAS BALDACCI  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF PROFESSIONAL  
AND FINANCIAL REGULATION  
BUREAU OF CONSUMER CREDIT PROTECTION  
35 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0035

WILLIAM N. LUND  
SUPERINTENDENT

November 9, 2009

Easy Financial Solutions  
228 Park Avenue South, #22280  
New York, NY 10003

Re: Complaint No. 10736

Dear Sir or Madam:

As you know from previous correspondence with this office, the Maine Bureau of Consumer Credit Protection administers laws and regulations relating to consumer credit, credit sales, credit reporting, debt collection, debt management, supervised lending, and other consumer financial services. Among these is enforcement of the state Debt Management Services Act, 32 M.R.S. §§ 6171-6182. Among our agency's responsibilities is to receive and act on consumer inquiries and complaints.

We have received a complaint from

Livermore, Maine, that on November 2, 2009, she received a call from a representative of Easy Financial Solutions (EFS), Joseph Santos (as she understood his name), who marketed EFS as providing services by which it would negotiate lower interest rates on her credit cards, thus reducing her payments. Ms. [redacted] reports that EFS guaranteed a savings of \$5000 in 15 days, and to have her become debt free in one-half to one-third the time it otherwise would take her. Another EFS representative, Jerry Quintara (she believes), then came on the line to tell her the cost to her would be \$1795. Ms. [redacted] was persuaded to give EFS her Bank of America account number, and EFS would charge that account.

Within an hour Ms. [redacted] realized this was a transaction that she never should have entered into, and she called Bank of America, who advised her to close her account. This office has further advised her to dispute with Bank of America any attempted charge made by EFS. It appears that Ms. [redacted] has not suffered any financial loss as the result of the momentary lapse in her usual practice of not giving out personal financial information.



PRINTED ON RECYCLED PAPER

OFFICES LOCATED AT 122 NORTHERN AVENUE, GARDINER, MAINE 04345

PHONE: (207) 624-8527 (Voice)

TTY (for Hearing Impaired): 1-888-577-6690

FAX: (207) 582-7699

INTERNET: [www.Credit.Maine.gov](http://www.Credit.Maine.gov)

This episode is, however, the second involving a Maine consumer in which EFS has contracted to provide debt management services while not registered in this state to do so. The previous matter resulted in our issuing a cease and desist order, which I forwarded to you last May. I enclose a copy for your reference. That order was issued only after we spent some time researching EFS to be sure there were grounds for administrative action, in light of an unexplained statement by EFS that it was not a debt management service provider. Not only did your website and contacts with the consumer in the first matter demonstrate otherwise, but EFS affirmatively represented to us that EFS did not actively solicit clients in Maine. That turns out not to be true.

The time we spent investigating the previous matter justified the costs assessed in the previous cease and desist order. Those costs have not been paid, and they remain due. We did not seek to have the consumer's money (\$1395) refunded in the previous case, because we learned that her bank had reversed the charge made to her account. This time our concern is with EFS's continuing to seek to contract with Maine consumers, particularly in the face of a representation that you do not have such contact, and with the fact that the previous costs have not been paid.

If you have any reason for us to conclude that we should not issue a second cease and desist order, again with the assessment of costs, and refer this matter to the New York Attorney General for appropriate action, please do so in writing by November 20, 2009.

Sincerely,

Staff Attorney

STATE OF MAINE  
KENNEBEC, ss.

BUREAU OF CONSUMER CREDIT PROTECTION

In re: Easy Financial Solutions  
228 Park Avenue South  
Suite 2280  
New York, NY 10003

)  
) CEASE AND DESIST  
) ORDER  
)

WHEREAS in January 2009 a representative of Easy Financial Solutions contacted an elderly Maine consumer, A. S., by telephone and managed to obtain A. S.'s Visa account number and address; and

WHEREAS Easy Financial Solutions sent to A. S. an undated letter in which it informed the reader, "You now have a team of Professionals who are dedicated to assisting you in the elimination of your debt . . ."; and "Our Portfolio Managers provide their years of experience combined with cutting-edge technology to show you how you may eliminate your debt *three-to-five times* faster"; and "If you have *not started*, or *started but not finished* your credit card negotiation process with our Portfolio Managers, please do not delay this any longer!"; and "We are here to help you stop this unnecessary drain of your finances"; and "We are pleased to inform you that the benefits we provide to you are much, much greater than just interest rate negotiation"; and "**Financial Coaching**--this personalized one-on-one service will assist and guide you to financial freedom"; and "We are pleased to provide you with a Program that is about improving the *quality of life* for you and your family in a way that is financially responsible"; and

WHEREAS other paperwork sent to A. S. from Easy Financial Solutions informed the reader of the following: that it would provide A. S. with a "Road Map to Financial Freedom"; that "you should be securely grounded with Easy Financial Solutions's commitment to work with you as a team"; that "The earlier you complete and return these forms, the sooner Easy Financial Solutions can begin its task of evaluating your current financial picture and generating a Financial Road Map specifically for you"; that "we guarantee that we will show you how to reduce the amount of interest that you will pay in future interest on your current credit cards . . ."; that "We will get you on that road [to becoming debt free] fast providing you with a plan that will work for you and that fits with your specific financial abilities"; that "We will educate you on the traps that get consumers into credit card debt, and teach you how to overcome it"; that "With our program you gain access to IRS Certified Debt Management Programs, Legal Counseling, Financial Coaching, Discounted Tax Services, Credit Repair and Mortgage Consulting Services"; that "Your Portfolio Manager will analyze your lender profile, and develop with you a strategy to

work with your creditors to reduce the amount of time it will take you to become Debt Free"; and that "They will educate you on how to negotiate with your lenders and teach you how to avoid hidden fees, finance charges, and inflated interest rates"; and

WHEREAS Easy Financial Solutions' website offers, "Let us show you how you can break free from your debt cycle" and "Balance your finances, control your spending, lower your borrowing costs and gain financial freedom"; and

WHEREAS C. S., the daughter of A. S., who holds power of attorney for A. S., happened to see the paperwork from Easy Financial and inquired of her mother what it was; her mother had no idea; and

WHEREAS C. S. saw a bill from Easy Financial Solutions to A. S. in the amount of \$1395; and

WHEREAS C. S., upon reviewing a Visa account statement of A. S., learned that on January 13, 2009, A. S. was charged \$1395 under the name Dynamic Financial, which is a division of Easy Financial Solutions, and asked her mother what the charge was for; her mother had no idea; and

WHEREAS in early February 2009 A. S. happened to receive a call from a representative of Easy Financial Solutions at a time when her daughter, C. S., was visiting, and A. S., being confused by the call, had her daughter talk to the representative; and

WHEREAS C. S. told the representative that her mother would not be needing or using the services of Easy Financial Solutions and demanded that her mother receive a full refund of charges against her Visa account; and

WHEREAS Easy Financial Solutions refused to make any refund of the \$1395; although ultimately A.S.'s credit card company reversed the charge, and on April 21, 2009, C. S. received a call from Agnes Latka of the Quality Assurance Department of Easy Financial Solutions by which Ms. Latka wanted to be sure that A. S.'s account was refunded the \$1395; and

WHEREAS by letter of March 4, 2009, the Bureau of Consumer Credit Protection notified Easy Financial Solutions that it was engaged in debt management services, as defined by to 32 M.R.S.A. § 6172(2), and that it was not registered with the Bureau of Consumer Credit Protection as a debt management service provider, as required by 32 M.R.S.A. § 6173(2); and

WHEREAS the letter of March 4, 2009, the Bureau of Consumer Credit Protection informed Easy Financial Solutions that the fee it had originally charged to A. S. exceeded the limitations of 32 M.R.S.A. § 6174-A(1), (2)(A), (B), which provides that a debt management service provider can charge a one-time

initial fee of no more than \$75 for its services, followed by a monthly fee of no more than \$40 or a fee that is a proportion of what the debt management service provider saves the consumer; and

WHEREAS Agnes Latka of Easy Financial Solutions, in a letter dated April 21, 2009, responded to the March 4, 2009, letter from the Bureau of Consumer Credit Protection by denying that it actively seeks clients in the state of Maine and by denying, without explanation, that it was a debt management service provider;

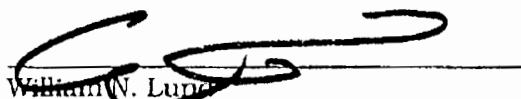
NOW, THEREFORE, Easy Financial Solutions is hereby notified and ORDERED to cease and desist all activity subject to registration in the State of Maine as a debt management service provider, unless and until such time as registration is granted by the Superintendent of the Bureau of Consumer Credit Protection; and it is further

ORDERED that Easy Financial Solutions is to pay the Bureau of Consumer Credit Protection \$500 within 30 days of the date of this Order in reimbursement for reasonable costs of investigation, pursuant to 32 M.R.S.A. § 6178(3).

NOTICE OF ADMINISTRATIVE RIGHTS: Easy Financial Solutions may request the scheduling of an administrative hearing on the Order within 30 days of the date of this Order by making that request in writing to the Administrator, or it may seek judicial review of this Order pursuant to the Maine Administrative Procedure Act, 5 M.R.S.A. §§ 11001-11008.

Dated at Gardiner, Maine this 12<sup>th</sup> day of May, 2009.

BY ORDER OF THE SUPERINTENDENT OF THE BUREAU OF CONSUMER CREDIT PROTECTION

  
\_\_\_\_\_  
William N. Lund  
Superintendent



Florida Department of Agriculture & Consumer Services  
CHARLES H. BRONSON, Commissioner  
The Capitol - Tallahassee, FL 32399-0800

Date: 12/02/2009

Method of Delivery: hand delivered

Thriller Marketing, LLC  
Dwayne Martins, MGRM  
4868 W. Gandy Blvd  
Tampa, FL 33611

Case No:

Agency Clerk: A-65124

SUBJECT: Administrative Complaint

Dear Mr. Martins:

#### INVESTIGATIVE RESULTS

An investigation was conducted by the Department of Agriculture and Consumer Services ("Department"). As a result of the investigation, the Department found the following violation(s):

- Section 501.616(2), Florida Statutes: It shall be unlawful for any commercial telephone seller to employ, or be affiliated with, any unlicensed salesperson (as described in the Investigative Field Report attached and incorporated into this Administrative Complaint).
- Section 501.616(4), Florida Statutes: It shall be unlawful for any commercial telephone seller or salesperson to be unlicensed (as described in the Investigative Field Report attached and incorporated into this Administrative Complaint).
- Section 501.605(2)(j), Florida Statutes: Prior to doing business in this state, an applicant for a license as a commercial telephone seller must submit to the department, in such form as it prescribes, a written application for the license. The application must set forth the following information; the complete street address of each location, designating the principal location, from which the applicant will be doing business. If any location is a mail drop, this shall be disclosed as such (as described in the Investigative Field Report attached and incorporated into this Administrative Complaint).
- Section 501.609(3), Florida Statutes: If any change is made to any script, outline, presentation, sales information, or literature used by a licensee in connection with any solicitation, the new or revised material must be submitted by the licensee to the department within 10 days of the change (as described in the Investigative Field Report attached and incorporated into this Administrative Complaint).

- Section 501.609(2), Florida Statutes: Except as otherwise provided in subsection (3), if any material change in the information submitted for licensing occurs before the date for renewal, a licensee shall submit that information to the department in the manner prescribed by the department, along with a fee in the amount of \$10. Section 5J-6.005(3), Florida Administrative Code: The licensee shall notify the Department of all material changes in the information submitted in the application for license, including the original application for license, or any application for renewal of the license, occurring prior to renewal within 10 days of the change. The licensee shall utilize form DACS 10001 (as described in the Investigative Field Report attached and incorporated into this Administrative Complaint).

### SETTLEMENT

At this time the Department is willing to settle this matter as follows:

Thriller Marketing LLC, shall within 21 days of the receipt of this Administrative Complaint, pay an administrative fine of Five Thousand Dollars (\$5,000). Monies should be submitted in the form of check or money order made out to the Department of Agriculture and Consumer Services.

If this settlement is acceptable, please indicate your acceptance by signing the Settlement Agreement and return the signed Settlement Agreement along with your payment and all other documents required for settlement in the envelope provided within twenty-one (21) days of receipt of this letter. Acceptance of this settlement and the timely return to the Department of all settlement documents will conclude this matter.

### ADMINISTRATIVE HEARING AVAILABLE

If you wish to contest the Department's findings, you have the right to request an administrative hearing to be conducted in accordance with Sections 120.569 and 120.57, Florida Statutes, to be represented by counsel or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoena and subpoena duces tecum issued on your behalf if a hearing is requested. Your request for hearing must contain your name and address for purposes of service, a statement requesting either a hearing involving disputed issues of material fact or a hearing not involving disputed issues of material fact, and a reference to this administrative complaint. If you request a hearing the offer of settlement is withdrawn and you may receive a more severe penalty.

### DEADLINE TO REQUEST AN ADMINISTRATIVE HEARING

**Your request for a hearing must be received within twenty-one (21) days of receipt of this letter.**

Thriller Marketing, LLC

Page Three

Case No: 0912-46833

**FAILURE TO SETTLE OR REQUEST AN ADMINISTRATIVE HEARING**

If you fail to settle or fail to request an administrative hearing within the twenty-one (21) day deadline you waive your right to a hearing and the Department may enter a Final Order imposing up to the maximum penalties as authorized by Florida law.

**FURTHER INFORMATION**

If you wish to discuss this matter, please call 1-800-435-7352 or (850) 922-2966.


Sincerely,

CHARLES H. BRONSON  
COMMISSIONER OF AGRICULTURE



Gary Singleton, Chief  
Bureau of Mediation and Enforcement

GS/ wps  
Enclosures: x Copy of Statutes/Registration Form  
x Notice of Rights

Issued by: William Sullivan  
Received by: 



Florida Department of Agriculture & Consumer Services  
CHARLES H. BRONSON, Commissioner  
The Capitol - Tallahassee, FL 32399-0800

Date: 12/02/2009

**SETTLEMENT AGREEMENT**

Thriller Marketing, LLC  
Dwayne Martins, MGRM  
4868 W. Gandy Blvd  
Tampa, FL 33611

Case No:

Agency Clerk:A-46833

I hereby agree to settle the violations stated in the Administrative Complaint dated 12/02/2009, as follows (check one):

\_\_\_\_\_ I agree to pay the fine amount of \$5,000, execute and return this agreement, and comply with all laws and rules contained in the Florida Telemarketing Act, Sections 501.601-501.626, Florida Statutes, including without limitation the requirements for licensing.

\_\_\_\_\_ I agree to pay the fine of \$5,000 and immediately cease doing business as a Telemarketer.

I further agree that if I fail to comply with the terms of this settlement the Department may enter a Final Order imposing the maximum penalties authorized by Florida law, and may seek additional remedies in court.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Legal Name of Business

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

**ATTACH ALL ITEMS REQUIRED FOR SETTLEMENT.**

**Return Address:**

Department of Agriculture & Consumer Services  
P. O. Box 6700  
Tallahassee, Florida 323996700

**Telemarketing**

Org Code: 42100707000 A2  
Object Code: 012052 (\$5,000) Fine

Org Code: 42100607000 A2  
Object Code: 002050(\$ ) Reg.



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Office of Investigations

**INVESTIGATOR'S FIELD REPORT**

Terry Lee Rhodes Building, 2005 Apalachee Parkway, Tallahassee, FL 32301  
 1-800-HELP-FLA (435-7352) Fax: 850-410-3801  
 www.800helpfla.com

**CHARLES H. BRONSON**  
 COMMISSIONER

Program Area: check one

- HS  §501.012-501.019
- BO  §559.80-559.815
- DS  §501.143
- IM  §507.01-507.15
- PG  §501.160
- PWN  §539.001
- TMK  §501.601-501.626
- §OC  §496.401-496.426
- UDT  §501.201-501.213
- SOT  §559.926-559.939
- MVR  §559.901-559.921
- NS  §501.059
- GP  §849.094 (1-1C)
- WS  §508.01
- OTR

Case #: 0912-46833

Date: 12/02/2009 Investigator: Astuto

Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

Business Type (check one):

- Corporation  Partnership  Sole Proprietor  Franchisee

**Respond By:**  
 21 days

Business Name: Thriller Marketing, LLC

DACS Reg #: \_\_\_\_\_ (if applicable) DHSMV Reg #: \_\_\_\_\_ (if applicable)

Person Interviewed: Dwayne Martins Title: MGRM

Business Address: 4868 W. Gandy Blvd City/Zip: Tampa, FL 33611

Mailing Address: \_\_\_\_\_ (if different from above) City/Zip: \_\_\_\_\_

Phone: (888) 835-9301 ( ) \_\_\_\_\_ Owner: Thriller Marketing, LLC

Violation: 501.616(4)  
(List violation including statute, paragraph, subparagraph and reference numbers)

**Instructions to Facility:**  
 Follow instructions in the Administrative Complaint within 21 days. Business must submit a complete registration packet (application, fee, along with the Settlement Agreement.

*Note: Failure to comply with the aforementioned Florida Statute may result in administrative fines or other penalty.*

Hand Delivery of Documents:  Subpoena  Administrative Complaint  
 Final Order  Other: \_\_\_\_\_

Notes/Comments:  
 Compliance inspection found the business to be open/operating without properly being licensed with the Department.

Collection of Funds:  Fine  Fee  Other/Type of Payment: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

I have received a copy of this Field Report and have been briefed by the Investigator as to its contents and requirements.  
[Signature] \_\_\_\_\_ 12/02/2009  
(Signature of business Owner/Corporate Officer or Management Personnel) (Date)

I have briefed the above named individual on the items noted above.  
[Signature] \_\_\_\_\_ 12/02/2009  
(Signature of Investigator or Department Representative) (Date)



**Florida Department of Agriculture & Consumer Services**  
**CHARLES H. BRONSON, Commissioner**  
The Capitol - Tallahassee, FL 32399-0800

Date: December 2, 2009

Method of Delivery: Hand Delivered

America Freedom Advisors, Inc.  
d/b/a: Easy Financial Solutions STE 100  
8413 Laurel Fair Circle  
Tampa, FL 33610

Case No:

Agency Clerk: A65125

**SUBJECT: Administrative Complaint**

Dear Frank Porporino:

#### INVESTIGATIVE RESULTS

An investigation was conducted by the Department of Agriculture and Consumer Services ("Department"). As a result of the investigation, the Department found the following violation(s):

- Section 501.616(2), Florida Statutes: It shall be unlawful for any commercial telephone seller to employ, or be affiliated with, any unlicensed salesperson (as described in the Investigative Field Report attached and incorporated into this Administrative Complaint).
- Section 501.616(4), Florida Statutes: It shall be unlawful for any commercial telephone seller or salesperson to be unlicensed (as described in the Investigative Field Report attached and incorporated into this Administrative Complaint).
- Section 501.605(2)(j), Florida Statutes: Prior to doing business in this state, an applicant for a license as a commercial telephone seller must submit to the department, in such form as it prescribes, a written application for the license. The application must set forth the following information; the complete street address of each location, designating the principal location, from which the applicant will be doing business. If any location is a mail drop, this shall be disclosed as such (as described in the Investigative Field Report attached and incorporated into this Administrative Complaint).
- Section 501.609(3), Florida Statutes: If any change is made to any script, outline, presentation, sales information, or literature used by a licensee in connection with any solicitation, the new or revised material must be submitted by the licensee to the department within 10 days of the change (as described in the Investigative Field Report attached and incorporated into this Administrative Complaint).

- Section 501.609(2), Florida Statutes: Except as otherwise provided in subsection (3), if any material change in the information submitted for licensing occurs before the date for renewal, a licensee shall submit that information to the department in the manner prescribed by the department, along with a fee in the amount of \$10. Section 5J-6.005(3), Florida Administrative Code: The licensee shall notify the Department of all material changes in the information submitted in the application for license, including the original application for license, or any application for renewal of the license, occurring prior to renewal within 10 days of the change. The licensee shall utilize form DACS 10001 (as described in the Investigative Field Report attached and incorporated into this Administrative Complaint).

### SETTLEMENT

At this time the Department is willing to settle this matter as follows:

America Freedom Advisors, Inc. d/b/a: Easy Financial Solutions, shall within 21 days of the receipt of this Administrative Complaint, pay an administrative fine of Five Thousand Dollars (\$5,000.00). Monies should be submitted in the form of check or money order made out to the Department of Agriculture and Consumer Services.

If this settlement is acceptable, please indicate your acceptance by signing the Settlement Agreement and return the signed Settlement Agreement along with your payment and all other documents required for settlement in the envelope provided within twenty-one (21) days of receipt of this letter. Acceptance of this settlement and the timely return to the Department of all settlement documents will conclude this matter.

### ADMINISTRATIVE HEARING AVAILABLE

If you wish to contest the Department's findings, you have the right to request an administrative hearing to be conducted in accordance with Sections 120.569 and 120.57, Florida Statutes, to be represented by counsel or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoena and subpoena duces tecum issued on your behalf if a hearing is requested. Your request for hearing must contain your name and address for purposes of service, a statement requesting either a hearing involving disputed issues of material fact or a hearing not involving disputed issues of material fact, and a reference to this administrative complaint. If you request a hearing the offer of settlement is withdrawn and you may receive a more severe penalty.

### DEADLINE TO REQUEST AN ADMINISTRATIVE HEARING

**Your request for a hearing must be received within twenty-one (21) days of receipt of this letter.**

America Freedom Advisors, Inc.  
d/b/a: Easy Financial Solutions  
Page Three

Case No: ..

**FAILURE TO SETTLE OR REQUEST AN ADMINISTRATIVE HEARING**

If you fail to settle or fail to request an administrative hearing within the twenty-one (21) day deadline you waive your right to a hearing and the Department may enter a Final Order imposing up to the maximum penalties as authorized by Florida law.

**FURTHER INFORMATION**

If you wish to discuss this matter, please call 1-800-435-7352 or (850) 922-2966.

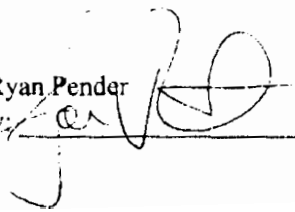
Sincerely,

CHARLES H. BRONSON  
COMMISSIONER OF AGRICULTURE



Gary Singleton, Chief  
Bureau of Mediation and Enforcement

GS/ RP  
Enclosures: Copy of Statutes/Registration Form  
XX Notice of Rights

Issued by: Ryan Pender  
Received by: 



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Office of Investigations

**INVESTIGATOR'S FIELD REPORT**

Terry Lee Rhodes Building, 2005 Apalachee Parkway, Tallahassee, FL 32301  
 1-800-HELP-FLA (435-7352) Fax: 850-410-3801  
 www.800helpfla.com

**CHARLES H. BRONSON**  
**COMMISSIONER**

**Program Area: check one**

- HS  §501.012-501.019
- BO  §559.80-559.815
- DS  §501.143
- IM  §507.01-507.15
- PG  §501.160
- PWN  §539.001
- TMK  §501.601-501.626
- SOC  §496.401-496.426
- UDT  §501.201-501.213
- SOT  §559.926-559.939
- MVR  §559.901-559.9221
- NS  §501.059
- CP  §849.094 (1-10)
- WS  §508.C1
- OTR

**Respond By:**  
 Within 21 Days

Case #: 0912-46703  
 Date: December 2, 2009 Investigator: Pender  
 Time In: 10:15 AM Time Out: \_\_\_\_\_

**Business Type (check one):**  
 Corporation  Partnership  Sole Proprietor  Franchisee

Business Name: America Freedom Advisors, Inc. d/b/a: Easy Financial Solutions  
 DACS Reg #: TC3327 (if applicable) DHSMV Reg #: \_\_\_\_\_ (if applicable)

Person Interviewed: Joseph G. Rogister Title: President

Business Address: 8413 Laurel Fair Circle Ste 100 City/Zip: Tampa, FL 33610

Mailing Address: Same City/Zip: Same

Phone: (877) 637-3366 ( ) \_\_\_\_\_ Owner: America Freedom Advisors, Inc.

**Violation:** 501.616 (2), 501.616 (4), 501.609 (3)  
(List violation including statute, paragraph, subparagraph and reference numbers)

**Instructions to Facility:**

- The above-stated business, although licensed through the Dept. to operate as a telemarketer, was found to be employing and utilizing unlicensed sales people, which is a violation of FS 501.616(2). Therefore this cease and desist order is being issued to all unlicensed sales reps until properly registered.
- The above-stated business, although licensed through the Dept. to operate as a telemarketer, was found to be using scripts that have not been provided to the Department, which is a violation of FS 501.609(3). The business must submit copies of all scripts used during any and all sales calls, to include, but not be limited to, the sales pitch, verification, rebuttals and "up-sales".

*Note: Failure to comply with the aforementioned Florida Statute may result in administrative fines or other penalty.*

**Hand Delivery of Documents:**  Subpoena  Administrative Complaint  
 Final Order  Other: \_\_\_\_\_

**Notes/Comments:**

- All current and future sales reps working for a telemarketing business must be individually licensed.
- Anytime a change is made to any script, the business must submit a copy to the Dept. for review within 10 days of the change.

Collection of Funds:  Fine  Fee  Other/Type of Payment: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

I have received a copy of this Field Report and have been briefed by the investigator as to its contents and requirements.  
 \_\_\_\_\_ 12-02-09  
(Signature of Business Owner/Corporate Officer or Management Personnel) (Date)

I have briefed the above named individual on the items noted above.  
 \_\_\_\_\_ 12/02/09  
(Signature of Investigator or Department Representative) (Date)



Florida Department of Agriculture & Consumer Services  
CHARLES H. BRONSON, Commissioner  
The Capitol - Tallahassee, FL 32399-0800

Date: December 2, 2009

**SETTLEMENT AGREEMENT**

America Freedom Advisors, Inc.  
d/b/a: Easy Financial Solutions  
8413 Laurel Fair Circle Ste 100  
Tampa, FL 33610

Case No:

Agency Clerk:A65125

I hereby agree to settle the violations stated in the Administrative Complaint dated December 2, 2009, as follows (check one):

\_\_\_\_\_ I agree to pay the fine amount of \$5,000.00, execute and return this agreement, and comply with all laws and rules contained in the Florida Telemarketing Act, Sections 501.601-501.626, Florida Statutes, including without limitation the requirements for licensing.

\_\_\_\_\_ I agree to pay the fine of \$5,000.00 and immediately cease doing business as a Telemarketer.

I further agree that if I fail to comply with the terms of this settlement the Department may enter a Final Order imposing the maximum penalties authorized by Florida law, and may seek additional remedies in court.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Legal Name of Business

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

**ATTACH ALL ITEMS REQUIRED FOR SETTLEMENT.**

**Return Address:**

Department of Agriculture & Consumer Services  
P. O. Box 6700  
Tallahassee, Florida 323996700

<b>Telemarketing</b>
Org Code: 42100707000 A2
Object Code: 012052 (\$5,000.00) Fine
Org Code: 42100607000 A2
Object Code: 002050(\$ ) Reg.

Case Name: America Freedom Advisors, Inc. d/b/a: Easy Financial Solutions

Agency Clerk No: A65125

DOCS Investigation Case No:

Date: December 2, 2009

## FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

### NOTICE OF RIGHTS AND HEARING REQUEST FORM

(pursuant to Chapter 120, Florida Statutes)

You may request a hearing where you do not dispute the facts (Informal Hearing) or a hearing to dispute the facts (Formal Hearing). Your choice must be made within twenty-one (21) days. Failure to comply with the twenty-one (21) day deadline may result in a default being entered against you. Mediation pursuant to Chapter 120, Florida Statutes is not available.

#### INFORMAL HEARING

If you do not dispute or wish to contest the facts in the administrative complaint, but wish to object to the agency action, i.e. the application of the law to the facts or the proposed penalty, you should choose this option. An informal hearing is an informal proceeding before the Department whereby you will have the opportunity to be represented by counsel, to present written or oral evidence in opposition to the Department's proposed action, or to present a written statement challenging the grounds upon which the Department is justifying its actions. You will have the opportunity to discuss settlement at the informal hearing.

#### FORMAL HEARING

If you dispute the facts in the administrative complaint you should choose a formal hearing. Formal hearings are like non-jury trials, and are held before an administrative law judge. At a formal hearing, you will have the opportunity to be represented by counsel, to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of facts and orders, and to file exceptions to the administrative law judge's recommended order.

If you choose a formal hearing, the Division will refer your file to the Department's legal staff for handling. Please note that the administrative complaint may be amended to increase the violations or the proposed penalty. Your case will then be forwarded to the Division of Administrative Hearings for assignment of an administrative law judge. You will ordinarily be required to appear in person.

#### HEARING SELECTION

Please check whether you want an informal or formal hearing, and fill out the information on the reverse side of this form.

INFORMAL HEARING REQUESTED.

For your informal hearing, please check:

- I wish to appear in person and submit documents at or before the hearing.
- I wish to participate by telephone conference and submit documents prior to the hearing date.
- I wish only to submit a written statement.

[NOTE: Any documents not received prior to the hearing will not be considered]

FORMAL HEARING REQUESTED.

Case Name: America Freedom Advisors, Inc. d/b/a: Easy Financial Solutions  
DOCS Investigation Case No: 09-10-007

Agency Clerk No: A65125

Date: December 2, 2009

**HEARING INFORMATION REQUEST**

**Please type or print the information requested.**

Name: \_\_\_\_\_ Telephone \_\_\_\_\_  
Address: \_\_\_\_\_

Business Name: \_\_\_\_\_ Telephone \_\_\_\_\_  
Business Address: \_\_\_\_\_

Name of Legal Counsel or Representative:

Address: \_\_\_\_\_ Telephone \_\_\_\_\_

Please state how your substantial interests will be affected by the Department's determination.

\_\_\_\_\_

Please state when and how you received your notice of the Department's administrative complaint or decision.

\_\_\_\_\_

Give a concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the Department's proposed action.

\_\_\_\_\_

Give a statement of the specific rules or statutes you contend requires reversal or modification of the Department's proposed actions.

\_\_\_\_\_

Please describe briefly the relief you are seeking and what action do you propose to have the Department take with respect to the Department's proposed action.

\_\_\_\_\_

**FOR A FORMAL HEARING--**

List all disputed issues of material facts and if none so indicate.

\_\_\_\_\_

\_\_\_\_\_

Signature for Individual \_\_\_\_\_ Date \_\_\_\_\_

Signature for Corporation and Title (ie, President, VP, Sec. Treas.) \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**RETURN ADDRESS**

Department of Agriculture & Consumer Services  
Terry L. Rhodes Building  
2005 Apalachee Parkway  
Tallahassee, Florida 32399-6500  
ATTN: Gary Singleton  
FAX : (850) 410-3801