

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**AFFIDAVIT OF MICHAEL B. STEIN**

Michael B. Stein, after having been duly sworn, deposes and states as follows:

1. I am an attorney duly licensed to practice law in the State of North Carolina and am employed as an attorney with the law firm of Bernhardt and Strawser, P.A. This Affidavit is based upon my personal knowledge, and I aver my competency to testify as a sworn witness to the matters contained herein. Further, I am familiar with the books and records of Bernhardt and Strawser, P.A., particularly with regard to the matters and things contained in this Affidavit, which said books and records were and at all times mentioned herein have been maintained under my supervision in the ordinary course of business of Bernhardt and Strawser, P.A. I further state that all entries in said books and records were made at or near the time of each transaction or occurrence.

2. I have been a member in good standing of the North Carolina State Bar since 1996. Almost my entire legal career has been devoted to the practice of debtor/creditor law.

3. A significant portion of my legal practice consists of representing creditors in their attempts to recover consumer debt. In that role, I have become familiar with the practices of an entity or entities doing business as World Law Group.<sup>1</sup>

4. On behalf of its creditor-clients, Bernhardt and Strawser, P.A. currently handles no less than 114 separate active accounts where World Law Group is involved (hereinafter "World Law Group case(s)"). Bernhardt and Strawser, P.A. has handled many other accounts which involved World Law Group where those accounts are now archived. Thus, the total number of active and archived World Law Group cases handled by Bernhardt and Strawser, P.A. exceeds 114.

**Pre-litigation Tactics of World Law Group**

5. In virtually every World Law Group case, World Law Group sends to Bernhardt and Strawser, P.A. or the creditor or a collection agency retained by the creditor a document titled "Notice of Attorney Representation." In the "Notice of Attorney Representation," World Law Group asserts that its client, the debtor,

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<sup>1</sup> I have dealt with a great deal of consumers who have apparently retained this entity/ these entities for debt settlement services. These consumers largely refer to the entity they retained as "World Law Group." However, the entity or entities has/have also been described as and may be doing business as "World Law LLP," "the World Law Attorney Network," "World Law Direct," "World Law Bankruptcy and Debt Services," "World Law Processing," and "World Law Debt" among others. For ease of reference, the entity, or entities, described herein shall hereinafter collectively be referred to as "World Law Group."

EXHIBIT

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(hereinafter “World Law Group client(s)” or “defendant-debtor”) has contracted with its affiliated attorneys Mike Campbell, Tracy Parsons, Robert Coto and Bradley Haskins<sup>2</sup> to “negotiate a full and complete resolution on the client’s current account.” True copies of some of the many “Notices of Attorney Representation” that Bernhardt and Strawser, P.A. has received from World Law Group are appended hereto as Exhibit 1 and incorporated herein by reference.

6. Despite World Law Group’s representation that it was retained to “negotiate a full and complete resolution on the client’s current account,” I can recall no occasion where World Law Group ever contacted Bernhardt and Strawser, P.A., prior to the institution of a lawsuit, to negotiate any sort of resolution of a World Law Group client’s account. Rather, after sending the “Notice of Attorney Representation,” World Law Group does nothing to “negotiate a full and complete resolution on the client’s current account.”

7. Once Bernhardt and Strawser, P.A. receives World Law Group’s “Notice of Attorney Representation,” it can no longer directly communicate with the World Law Group client in connection with collection of the debt.

#### *Litigation Tactics of World Law Group*

8. As a matter of course, because World Law Group takes little or no action on behalf of its clients, Bernhardt and Strawser, P.A.’s creditor-clients will usually instruct Bernhardt and Strawser, P.A. to file a lawsuit against the debtor.

9. In response to these lawsuits, each of the World Law Group clients routinely files the same Answer. On information and belief, World Law Group prepares these Answers and instructs each of its clients to sign them and file them with the court. These Answers set forth material misrepresentations of fact by asserting, among other things, that the debtor:

(a) did not open the credit card account, did not make the charges on the account, and did not receive demand for payment from the Plaintiff (§ 3 of the Answers);

(b) was never given notice as required by NCGS 6-21.2 (§ 4 of the Answers);

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<sup>2</sup> Upon information and belief, Mike Campbell, Tracy Parsons, Robert Coto and Bradley Haskins are not licensed to practice law in the State of North Carolina, and I have seen no evidence to suggest that they are actually licensed to practice law in any state. They sign no pleadings; and the correspondence I have received from World Law Group does not contain the State in which these persons are allegedly licensed to practice law; nor does it set forth their bar number. On various occasions, I have spoken with non-attorney representatives of World Law Group, and have asked them if I could speak with one of the attorneys allegedly affiliated with World Law Group. However, those non-attorney representatives would not put any attorneys on the phone, and I have never actually spoken with any attorney affiliated with or retained by World Law Group. I have asked non-attorney representatives of World Law Group to tell me where their attorneys are licensed to practice; however, they would not or could not provide me such information.

- (c) never applied for or opened the account (§ 6 of the Answers);
- (d) never opened or used the account, never agreed with plaintiff regarding the terms and conditions of a credit account, and never received billing statements from plaintiff or made payments to plaintiff (§ 7 of the Answers);
- (e) denies every allegation of the complaint (General Denial in the Answers);
- (f) was not sufficiently or properly served with process (First Affirmative Defense in the Answers);
- (g) did not agree to pay any amount to the plaintiff as per any agreement (Fourth Affirmative Defense in the Answers).

The Answers also contend that the plaintiff and its attorneys and agents have violated the Fair Debt Collection Practices Act by “wrongfully contacting/harassing Defendant and not properly validating the debt allegedly due.” (Sixth Affirmative Defense in the Answers). True copies of some of the many Answers filed by World Law Group clients are appended hereto as Exhibit 2 and incorporated herein by reference<sup>3</sup>.

10. The plaintiff-creditors in these credit card collection matters usually file motions for summary judgment along with affidavits in support of those motions. Those affidavits contain a copy of the credit card agreement governing the account as well as a significant number of monthly billing statements, addressed and mailed to the debtors. The statements set forth, among other things, the previous balance owed, the new balance owed, the minimum payment due, the due date, every transaction, fee, finance charge, credit, and balance transfer. In short, the statements provide a comprehensive accounting of the credit card account and clearly substantiate how, and in what amount, the defendant-debtor is liable to the plaintiff-creditor.

11. In response to the plaintiff’s motions for summary judgment, each of the World Law Group clients routinely files the same Affidavit in Reply to Plaintiff’s Motion for Summary Judgment. On information and belief, World Law Group prepares these Affidavits and instructs each of its clients to sign them and file them with the court. Those Affidavits also set forth, among other things, various misrepresentations of fact and unsubstantiated claims, including:

- (a) that “there are many errors and problems with the account.” (§ 2 of the Affidavits);

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<sup>3</sup> Of particular note is the Answer filed in the attached case bearing Union County file number 11 CVD 2747 wherein the defendant attached to his Answer the letter from World Law Group which instructed him how to sign and file the Answer it prepared for him.

(b) that the defendant “submitted discovery (Request for Production) and it has never been answered,” and that the defendant “would like to get that basic information answered.” (¶ 3 of the Affidavits);

(c) that Plaintiff is not the entity that the defendant signed with and is not the proper plaintiff to bring suit. (¶ 4 of the Affidavits);

(d) that, although the defendant has “asked many times, the plaintiff and its affiliates and agents have not provided my complete original signed account agreements which were very favorable with fixed interest and fixed terms on parts of the balance. Also zero interest was to apply on parts of the balance during the first 2 years and after.” (¶ 5 of the Affidavits);

(e) that the creditor did not send the defendant all of the statements, and online access was not easy to see, so the defendant did not see changes in terms made to the account (¶ 9 of the Affidavits);

(f) that the creditor violated the Card Act of 2009 thereby “reducing or eliminating any obligation that would exist.” (¶ 9 of the Affidavits);

(g) that the plaintiff’s affidavit is “legally inadmissible since the affiant is not legally competent to file an affidavit verifying debt for lack of personal knowledge pertaining to the alleged transactions.” (¶ 10 of the Affidavits).

True copies of some of the many Affidavits filed by World Law Group clients are appended hereto as Exhibit 3 and incorporated herein by reference<sup>4</sup>.

12. The assertion in ¶ 3 of these Affidavits that the defendants have “submitted discovery (Request for Production) and it has never been answered” is an absolute falsehood. In over one hundred World Law Group cases currently in process at Bernhardt and Strawser, P.A., this Affiant cannot recall a single instance in which a World Law Group client ever submitted any discovery requests.

13. On the last business day prior to the scheduled hearing on the plaintiff-creditor’s motion for summary judgment, World Law Group will invariably fax to Bernhardt and Strawser, P.A. a Notice to Invoke Federal Arbitration. Although this Notice purports to come from the World Law Group client, it is actually faxed from World Law Group itself. Each of these Notices contains a fax header setting forth “Connie” as the sender of the fax and the sender’s fax number as 630.782.2113<sup>5</sup>. True

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<sup>4</sup> Notably, many of the Affidavits filed by World Law Group clients are not signed before a notary public or otherwise sworn to by a person authorized to administer oaths.

<sup>5</sup> The 630 area code is an Illinois area code. The alleged sender of these faxes is a person named Connie Avgerinos who World Law Group contends is an attorney affiliated with them. On information and belief, there is a Connie Avgerinos who is licensed to practice law in Illinois. However, there is no Connie Avgerinos who is licensed to practice law in North Carolina, and this Affiant is unsure if the “Connie Avgerinos” who is licensed to practice law in Illinois is the actual person who sends these faxes or if she is

copies of some of the many faxed Notice to Invoke Federal Arbitration letters are appended hereto as Exhibit 4 and incorporated herein by reference.

14. These arbitration requests usually come months or years after the plaintiff-creditor filed suit and after the defendant-debtor has participated in that lawsuit. On some occasions, the courts in North Carolina will continue the summary judgment motion and give the defendant-debtor/World Law Group client additional time to initiate an arbitration claim. However, on some occasions, the North Carolina courts will find that the defendant-debtor/World Law Group client has waived his or her right to arbitration. In those former situations (where the North Carolina courts allow the debtor additional time to initiate an arbitration claim), most of the debtors/World Law Group clients never initiate a timely arbitration request. Those that do, have never prevailed in arbitration in any case in which Bernhardt and Strawser, P.A. is involved. In those latter situations (where the North Carolina courts deny the debtor's request to stay the state court proceeding and compel arbitration), summary judgment is almost always granted in favor of the plaintiff-creditor for the full amount owed.

15. On many occasions in these lawsuits, the plaintiff-creditors will send discovery requests to the defendant-debtors/World Law Group clients. In response to those discovery requests, each of the World Law Group clients routinely files the same Responses. On information and belief, World Law Group prepares these Responses and instructs each of its clients to sign them and file them with the court. The Responses are intentionally inadequate and evasive, are prepared for the purpose of delaying and needlessly increasing the costs of the litigation, and have led to the imposition of sanctions against the defendant-debtors/World Law Group clients who have filed them. True copies of some of the many Responses to Discovery submitted by World Law Group clients are appended hereto as Exhibit 5 and incorporated herein by reference. True copies of some of the many letters purportedly from World Law Group clients reiterating their refusal to supplement their discovery responses are appended hereto as Exhibit 6 and incorporated herein by reference. A true copy of an Order Granting Plaintiff's Motion for Sanctions against a World Law Group client (for filing frivolous, canned pleadings and discovery responses typical in all World Law Group cases) is appended hereto as Exhibit 7 and incorporated herein by reference.

16. On some occasions in these lawsuits, Bernhardt and Strawser, P.A. receives motions or other pleadings which purport to be signed by the defendant-debtor/World Law Group client. However, those motions or pleadings were actually faxed directly from "World Law Processing" from a 512.539.4735 fax number<sup>6</sup> and contain signatures which are quite different from the signatures on the Answers signed by the same defendant-debtor/World Law Group client in the same case. On information and belief, a representative of World Law Group is signing the names of the defendant-

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actually affiliated with World Law Group. The "Connie Avgerinos" allegedly affiliated with World Law Group has never signed any pleadings or correspondence on behalf of any World Law Group clients nor has she identified her state of licensure or bar number.

<sup>6</sup> The 512 area code is the area code of Austin, Texas, which is, on information and belief, World Law Group's principal place of business.

debtors on these pleadings and then faxing them to Bernhardt and Strawser, P.A. Copies of documents substantiating the difference in these signatures are appended hereto as Exhibit 8 and incorporated herein by reference.

17. No attorney from World Law Group is ever present to represent the World Law Group clients in court; nor is any attorney retained by World Law Group present to represent the defendant-debtors in court. Rather, the World Law Group clients usually express surprise and frustration by the fact that no attorney is there to represent them in court. On most occasions, the pro se defendant-debtor/World Law Group clients have no idea about the specifics of their case; and they have no idea about what they have alleged in their Answer, Affidavit or other pleadings filed with the court. In those situations where the presiding judges ask the defendant-debtors/World Law Group clients why they signed pleadings they did not understand or knew to contain falsehoods, the defendant-debtors/World Law Group clients invariably respond that they did so because World Law Group instructed them to do so.

18. World Law Group informs its clients that it (World Law Group) has sued Bernhardt and Strawser, P.A. for "gross violations of fair debt laws" and that Bernhardt and Strawser, P.A. "is also being investigated by federal authorities." World Law Group also instructs its clients to make these claims known to presiding judges when they are in court in pending civil actions. On information and belief, these spurious claims are entirely false. Bernhardt and Strawser, P.A. has never been served with any lawsuit filed by World Law Group, or any affiliated entity, nor has Bernhardt and Strawser, P.A. received any notice of any federal investigations. And, this Affiant is not aware of any such lawsuits or investigations. This Affiant has requested that World Law Group provide him with any information substantiating that these claims are true; however, World Law Group has provided no such information. A true copy of an email where World Law Group tells one of its clients that it has sued Bernhardt and Strawser, P.A. and that Bernhardt and Strawser, P.A. is under federal investigation is appended hereto as Exhibit 9 and incorporated herein by reference. A true copy of an email-- where this Affiant requests that World Law Group provide information substantiating these claims or else cease and desist from making them-- is appended hereto as Exhibit 10 and incorporated herein by reference.

19. In every case in which a World Law Group client has initiated a timely arbitration and where the issues were actually arbitrated, the arbitration award was adverse to the World Law Group client. In those instances, the World Law Group client is usually assessed additional costs and fees associated with the arbitration.

Further this Affiant sayeth naught.

This the 14<sup>th</sup> day of May, 2013.

Michael B. Stein

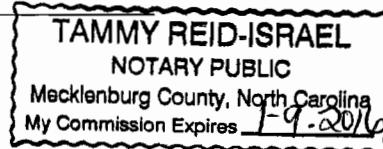
Michael B. Stein

Sworn to and subscribed before me  
this 14 day of May, 2013.

Tammy Reid Israel

Notary Public

My Commission Expires: \_\_\_\_\_



# EXHIBIT 1



**WORLD LAW**  
G R O U P

February 21, 2013

Home Depot Credit Services  
Attn: Collection Department  
Processing Center  
Des Moines, Iowa 50364-0500

MAR 03 2013

RE: Notice of Attorney Representation

Client: Tom and Donna Brown  
Original Creditor: Home Depot Credit Services

Account#: [REDACTED] 4204

Dear Sir/Madam:

We are attorneys Mike Campbell, Tracy Parsons, Robert Coto and Bradley Haskins, and we are affiliated with the World Law Group. We hereby give notice that the above-named client has contracted with the attorneys of our firm to negotiate a full and complete resolution on the client's current account. Please also be advised that our attorneys have determined the client is insolvent and may have other remedies, including bankruptcy, available by law. However the client is knowingly choosing to engage in a negotiation process that will likely give you a higher rate of returned funds than if you chose to obstruct or litigate this matter.

At a recent United States Organization for Bankruptcy Alternatives (USOBA) conference, the debt buyers panel indicated that they had a 16% return on litigating delinquent accounts in a span of 12-24 months. We can provide a higher return rate within the 1<sup>st</sup> year if you negotiate on this account.

If you or any of your agents are a debt collector or attorney, pursuant to the Fair Debt Collection Practices Act (FDCPA or "the Act") this is a notice to please not contact our client further. If after receipt of this letter, or any other notice of our representation, you continue to contact our client, we are instructed to pursue remedies available under the Act and other relevant laws, including but not limited to \$1,000.00 for code violation fees along with attorney fees and costs.

If you are an original issuer, as defined by the Act, we are formally requesting that you contact our offices regarding this matter. We look forward to a mutually beneficial relationship. Please contact us directly with your response.

Sincerely,



Mike Campbell, Attorney at Law

Phone: 866-878-5184

Fax: 866-871-1225

Cc: Bankruptcy counsel; arbitration counsel

Enclosures

Licensed affiliates of World Law LLP, the World Law Attorney Network, World Law Direct and World Law Bankruptcy and Debt Services.  
[www.wld.us](http://www.wld.us), [www.worldlawdirect.com](http://www.worldlawdirect.com)

World Law Group  
PO Box 82641  
Austin, TX 78708

# EXHIBIT 2

Thomas H Arey  
336 PARK RD.  
P.O. BOX 1010, NC 28040 (Address)  
704-982-9766 (Phone)

12 4211

STATE OF NORTH CAROLINA  
COUNTY OF STANLY

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
File No. 12CVD1094

CITIBANK, N.A.,

Plaintiff,

ANSWER TO COMPLAINT AND AFFIDAVIT

Vs.

THOMAS H AREY

Defendant.

**DEFENDANT THOMAS H AREY'S ANSWER TO PLAINTIFF'S**  
**COMPLAINT AND AFFIDAVIT**

Defendant, Thomas H Arey, answers the Complaint and Affidavit filed by Plaintiff, Citibank, N.A., as follows:

1. Defendant has no sufficient knowledge or information to form a belief as to the truth or falsity of the allegation contained in Paragraph 1 of the Complaint.
2. Defendant admits Paragraph 2 of the Complaint.
3. By specifically denying the entire allegations contained in Paragraph 3 and 4 of the Complaint, Defendant submits that Defendant did not open Shell MasterCard account issued by Plaintiff as alleged. There is no valid credit card agreement executed between Defendant and Plaintiff regarding the alleged account. Defendant did not make charges on the account as alleged. Defendant never received demand for payment from Plaintiff as alleged. Further, Defendant does not owe Plaintiff for \$9,673.83 as alleged. Plaintiff has failed to submit the signed copies of credit card application and credit card agreement executed between Plaintiff and Defendant, copies of receipts, bills, invoices, proof of service of demand delivered to Defendant and such other valid documentary evidence to prove that Defendant owes Plaintiff

12 4211  
CLERK OF COURT  
STANLY COUNTY  
N.C.

in the amount of \$9,673.83 as alleged. In this regard, in the case of *CitiBank South Dakota v. Whiteley, Missouri Court of Appeals, Southern District, Division Two, 2004*(Exhibit 'A') it has been stated as follows:

***"To recover on a suit on account, a Plaintiff must show an offer, an acceptance, and consideration between the parties as well as the correctness of the account and the reasonableness of the charges."***

It further states as follows:

***"Such evidence consists of proof that: 1) Defendant requested Plaintiff to furnish merchandise or services; 2) Plaintiff accepted the offer of the Defendant by furnishing such merchandise or services; and 3) the charges were reasonable."***

So, the burden of proof is on Plaintiff to submit valid documentary evidence to prove the allegations.

4. Defendant did not enter into a credit card agreement with Plaintiff that provides Defendant will be held liable for Plaintiff's reasonable attorney fees as alleged. Defendant was never given notice as required by G.S. 6-21.2 as alleged. Defendant does not owe Plaintiff for \$9,673.83 as alleged. Plaintiff has failed to submit the signed copy of alleged agreement and proof of service of notice sent to Defendant. Defendant specifically denies the allegations contained in Paragraph 5 and 6 of the Complaint.
5. Answering to Paragraph 1 of the Affidavit, Defendant submits that Defendant has no sufficient knowledge or information to form a belief as to the truth or falsity of the statements contained in Paragraph 1 of the Affidavit.
6. Answering to Paragraph 2 and 3 of the Affidavit, Defendant submits that Defendant never applied for or opened an account with number ending in 4513 issued by Plaintiff as alleged. Defendant does not owe Plaintiff for amount as extensions of credit, finance charges, fees imposed, payments made or credit received. Affiant has failed to submit the copies of credit account opening form duly signed by Defendant, valid statements of account, receipts, bills and invoices to support its allegations. Further, Affiant is only a custodian of records and therefore, neither making nor checking of records is the duty of the Affiant and hence the Affiant cannot know about the veracity of the records. Further, Defendant challenges the

veracity of Exhibit A attached with the Complaint. Defendant specifically denies the entire allegations contained in Paragraph 2 and 3 of the Affidavit.

7. Answering to Paragraph 4 and 5 of the Affidavit, Defendant submits that Defendant never opened or used the Account. Defendant never agreed with Plaintiff regarding the terms and conditions of a credit account. Defendant never received billing statements from Plaintiff or made payments to Plaintiff. Defendant does not owe Plaintiff for an amount as alleged. Affiant has failed to submit the copies of credit card account opening form duly signed by Defendant, receipts, bills, invoices, proof of service of billing statements delivered to Defendant to support its allegations. Defendant specifically denies the entire averments contained in Paragraph 4 and 5 of the Affidavit.
8. Defendant does not owe Plaintiff for \$9,673.83 as alleged. Defendant never received account statements from Plaintiff. Affiant has failed to submit the copy of proof of service of the alleged delivery of account statements and documents to prove that Defendant owes Plaintiff for the alleged amount. Defendant specifically denies the entire allegations contained in Paragraph 6 to 11 of the Affidavit except the statement that Defendant is neither an incompetent, nor an infant.
9. Plaintiff prays for Judgment against Defendant in the amount of \$9,673.83, interest at the rate of 8% per annum from the date of entry of judgment until paid, and the costs of this action, including reasonable attorney fees as provided by G.S.6-21.2. Plaintiff fails to establish its prayer by providing legally sufficient supporting documents. Therefore, this court may kindly deny Plaintiff's prayer.

#### **GENERAL DENIAL**

10. Defendant specifically denies each and every allegation contained in the Complaint and Affidavit not specifically heretofore admitted, denied, or otherwise controverted.

#### **FIRST AFFIRMATIVE DEFENSE**

11. The service of process was insufficient/improper.

#### **SECOND AFFIRMATIVE DEFENSE**

12. Plaintiff has failed to state a claim against Defendant for which a relief can be granted.

#### **THIRD AFFIRMATIVE DEFENSE**

13. Plaintiff has failed to satisfy all requirements and conditions precedent to the institution of this action.

**FOURTH AFFIRMATIVE DEFENSE**

14. Defendant did not agreed to pay any amount to Plaintiff as per any agreement.

**FIFTH AFFIRMATIVE DEFENSE**

15. Defendant invokes the Doctrine of Unclean Hands as Defendant alleges that Plaintiff acted in a dishonest, misleading or fraudulent manner with respect to the disputes at issue in this case.

**SIXTH AFFIRMATIVE DEFENSE**

16. Plaintiff and Plaintiff's attorneys and agents with the consent of Plaintiff, have violated the Fair Debt Collection Practices Act (FDCPA) by, among other things, improperly and wrongfully contacting/harassing Defendant and not properly validating the debt allegedly due.

**SEVENTH AFFIRMATIVE DEFENSE**

17. A violation of the FDCPA is, among other things, a denial of the due process rights guaranteed to Defendant.

**EIGHTH AFFIRMATIVE DEFENSE**

18. Defendant reserves the right to add additional affirmative defenses as discovery progresses.

19. Responses to requests for production of documents should be delivered to the address of the Defendant as stated in this answer or as on file with the court in this matter.

**WHEREFORE,** Defendant respectfully submits to the Court as under:

1. Plaintiff's Complaint and Affidavit should be dismissed.
2. Necessary costs should be awarded to the Defendant.
3. Such other relief be granted to the Defendant as to this Honorable Court deems just.

~~Date: November 5, 2012.~~

Signature of Defendant   
Thomas H Arey

**CERTIFICATE OF SERVICE**

A copy of this Answer was served upon Plaintiff's attorney at the following address:

Tonya L. Urps  
Bernhardt and Strawser, P.A.,  
5821 Fairview Rd.; Ste.100,  
Charlotte, NC 28209,

By ordinary U. S. Mail, ~~██████████~~ <sup>DECEMBER</sup> 5 day of November 2012

Signature 

Ms. Sullinger was asked whether she had knowledge about what goods were purchased by defendant for which charges were made to the account plaintiff sought to collect. She had no knowledge concerning what defendant would have purchased from a particular merchant. Ms. Sullinger had no knowledge whether charges were fair and reasonable. No other evidence was offered on the question of reasonableness of charges.

Ms. Sullinger was asked the following questions and gave the following answers about the nature of plaintiff's business.

Q. My question is, you, being Citibank of South Dakota, didn't provide any merchandise, did you?

A. No.

Q. You didn't provide any goods to the defendant, did you?

A. No, just a service.

Q. And you didn't come out and perform any services for the defendant and charge him for that, did you?

A. No, just paid the merchants for him.

Defendant asserts one point on appeal. He argues the trial court erred in granting judgment for plaintiff on its suit on account "because there was no evidence to support the judgment in that \*plaintiff failed to prove that \*defendant+ received any goods, services or merchandise provided by \*plaintiff+." Defendant contends further that there was no evidence that anything plaintiff claims defendant received was reasonable in cost. Defendant further asserts that any theory of recovery plaintiff may assert, other than the suit on account it pleaded, would constitute a variance to which plaintiff timely objected at trial.

"A suit on open account means a suit in contract for each purchase transaction." *Medicine Shoppe International, Inc. v. Mehra*, 882 S.W.2d 709, 713 (Mo.App.1994). To recover on a suit on account, a plaintiff must show an offer, an acceptance, and consideration between the parties as well as the correctness of the account and the reasonableness of the charges. *Welsch Furnace Co., Inc. v. Vescovo*, 805 S.W.2d 727, 728 (Mo.App.1991). "Such evidence consists of proof that: 1) Defendant requested plaintiff to furnish merchandise or services; 2) plaintiff accepted the offer of the defendant by furnishing such merchandise or services; and 3) the charges were reasonable." *Id.*

Even if this court were to accept plaintiff's assertion that providing credit to a credit card holder amounted to providing a service for purposes of maintaining a suit on account, an issue this court need not and does not address, the evidence was silent as to the reasonableness of any charge that was made to defendant. A party bringing a cause of action cannot prevail if one or more elements of the cause of action are not supported by substantial evidence. *Vintila v. Drassen*, 52 S.W.3d 28, 38 (Mo.App.2001); *Mills Realty, Inc. v. Wolff*, 910 S.W.2d 320, 322 (Mo.App.1995). Further, as asserted by defendant, defendant scrupulously objected throughout the trial to any evidence that was outside plaintiff's pleadings. Defendant's point is granted. The judgment is reversed. The case is remanded. The trial court is directed to enter judgment for defendant.

FOOTNOTES



CITIBANK SOUTH DAKOTA v. WHITELEY

CITIBANK (SOUTH DAKOTA) N.A., A Bank Corporation, Plaintiff-Respondent, v.

Danny H. WHITELEY, Defendant-Appellant.

No. 25925.

– November 23, 2004

Daniel T. Moore, Moore & Walsh, L.L.P., Poplar Bluff, for appellant. Mayer S. Klein, Michael J. Payne, Frankel, Rubin, Bond, Dubin, Siegel & Klein, P.C., St. Louis, for respondent.

Citibank (South Dakota) N.A., (plaintiff) brought a suit on account against Danny H. Whiteley (defendant). The case was heard by the trial court without a jury. Judgment was entered for plaintiff in the amount of \$4,218.58 principal, interest in the amount of \$728.14, and costs. Defendant appeals. This court reverses and remands with directions.

Plaintiff's petition alleged defendant was "indebted to it on account of goods, services and/or merchandise provided by Plaintiff at Defendant's instance and request"; that "the charges for said goods, services and/or merchandise provided by Plaintiff to Defendant "were+ reasonable." Plaintiff alleged that payment was demanded but had been refused.<sup>1</sup>

Plaintiff called an employee, Paula Sullinger, as a witness. Ms. Sullinger stated she was "a manager in the recovery unit" located in Kansas City. Ms. Sullinger identified plaintiff as a banking corporation authorized to do business in Missouri. Ms. Sullinger testified, over the objection of defendant, that although there was no documentation of a credit card account, she had knowledge that defendant maintained a credit card account with plaintiff. She testified, over the objection of defendant, that an account maintained by plaintiff revealed a balance owed by defendant. Ms. Sullinger explained, again over defendant's objection, that charges were posted to accounts based upon notification by merchants of charges made by a cardholder; that any documentation for a charge belonged to the merchant and was not maintained by plaintiff.

1. Plaintiff's attorney assured the trial court at the commencement of trial that plaintiff had no credit card agreement signed by defendant; that plaintiff was "suing on an account theory, suit on account."

SHRUM and BARNEY, JJ., concur.

# EXHIBIT 3

12-4239

Thomas H Shipp, Jr.,  
15441 S 87<sup>th</sup> (Address)  
704 786 0075 (Phone)

FILED

2013 APR 8 PM 4:10

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
12-CVD-3815

CITIBANK, N.A.

Plaintiff,

Vs.

AFFIDAVIT IN REPLY TO PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT  
(ORAL HEARING REQUESTED)

THOMAS H SHIPP, JR.,

Defendant.

**DEFENDANT THOMAS H SHIPP'S AFFIDAVIT IN REPLY TO PLAINTIFF'S MOTION**  
**FOR SUMMARY JUDGMENT**

PERSONALLY APPEARED before me, duly authorized to administer oaths, Thomas H Shipp, who states under oath as follows:

1. I am the Defendant in this case and I submit this Affidavit in Reply to Plaintiff's Motion for Summary Judgment.
2. I make this Affidavit after reviewing Plaintiff's documents and further submit that this court will find that there are many errors and problems with the account.
3. Also I submitted discovery (Requests for Production) and it has never been answered. I would like to get that basic information answered.
4. Plaintiff is not the entity I signed with and is not the proper plaintiff to bring suit.

RECEIVED  
APR - 8 2013  
BERNHARDT  
& STRAWSER

5. Though I have asked many times, the plaintiff and its affiliates and agents have not provided my complete original signed account agreements which were very favorable with fixed interest and fixed terms on parts of the balance. Also zero interest was to apply on parts of the balances during the first 2 years and after.
6. If the proper plaintiff had provided all account documents, the balance would be seen to be much different than that stated by the plaintiff.
7. I also do not agree with the affidavit testimony. I would like to have that testimony examined.
8. According to the plaintiff's documents, and its filings with the Federal government, any relationship with any cardholder is to be governed solely by the laws of South Dakota and Nevada; the law of any other state is irrelevant. Plaintiff argues incorrect law with incorrect results.
9. The creditor also did not send me all statements, and online access was not easy to see, so I did not see changes in terms made to the account. I believe this also violated the Card Act of 2009 reducing or eliminating any obligation that would exist.
10. The Affidavit filed by Plaintiff is legally inadmissible since the affiant is not legally competent to file an affidavit verifying debt for lack of personal knowledge pertaining to the alleged transactions. The affidavit failed to set forth the facts with particularity and which calls for the examination of Affiant's Testimony. To my knowledge, the Plaintiff and its attorneys are under investigation by state and federal authorities for robo-signing. The issue must be addressed by the court as it affects every document the plaintiff and its attorneys have signed.

**Wherefore,** Plaintiff's Motion for Summary Judgment may kindly be denied and award cost of preparing this response to Defendant.

If called upon as a witness, I would and could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 5, 2013

Signature of Defendant: Thomas H Shipp, Jr.  
Thomas H Shipp, Jr.,

STATE OF N.C. )  
COUNTY OF Cabarrus ) ss:

Subscribed and sworn to before me this 5 day of April 2013.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires:

**CERTIFICATE OF SERVICE**

A copy of this Affidavit in Reply to Plaintiff's Motion for Summary Judgment was served upon Plaintiff's attorney at the following address:

Tonya L. Urps  
Bernhardt and Strawser, P.A  
5821 Fairview Road, Suite 100  
Charlotte, NC 28209.

By ordinary U. S. Mail, this 5 day of, April 2013.

Signature: Thomas H Shipp, Jr.

# **EXHIBIT 4**



April 17, 2013

**VIA FACSIMILE**  
**Fax 704-335-0551**

Robert J. Bernhardt  
Tonya L. Urps  
Bernhardt and Strawser  
5821 Fairview Rd, Suite 100  
Charlotte, NC 28209

Re: Docket # 12-CVD-3815; *Citibank v. Shipp*  
Defendant's Notice to Invoke Federal Arbitration

---

Dear Mr. Bernhardt:

Please be advised that I am invoking my rights to federal arbitration in the above entitled case pursuant to the Cardholder Agreement.

This Agreement expressly provides the right to choose private federal arbitration in any card dispute at any time before judgment is made (even if a claim is already in court). Further, the Agreement states that once a party sends notice of its intention to pursue arbitration then the state court action is immediately stayed.

Therefore, in accordance with the provisions of the Agreement, the state court action must be immediately stayed and this alleged claim be transferred to federal arbitration. Failure to stay the court action will result in a breach of contract and damages from this breach will be pursued.

Thank you in advance for your attention in this matter.

Thomas H. Shipp, Jr.  
15 Evans St. NW  
Concord, NC 28027

COPY

STATE OF NORTH CAROLINA **FILED** IN THE GENERAL COURT OF JUSTICE  
COUNTY OF CABARRUS 2013 MAR -1 PM 12:06 DISTRICT COURT DIVISION  
12-CVD-3815

CITIBANK, N.A. CABARRUS CO., C.S.C.

Plaintiff                     

Vs.

NOTICE OF HEARING

THOMAS H SHIPP, JR.

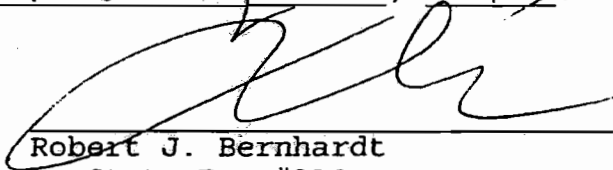
Defendant(s).

TO:

THOMAS H SHIPP, JR.  
Thomas H Shipp, Jr.  
15 Evans St NW  
Concord, North Carolina 28027

This is to advise that Plaintiff's Motion for Summary Judgment has been set for hearing on Thursday, April 18, 2013, at 9:30 a.m. in the CABARRUS County District Court, Cabarrus County Courthouse, Courtroom #4, 77 Union Street South, Concord, North Carolina.

This the 27 day of February, 2013.

  
Robert J. Bernhardt  
State Bar #310  
Tonya L. Urps  
State Bar #20171  
Attorney for Plaintiff  
Bernhardt and Strawser, P.A.  
5821 Fairview Rd.; Ste. 100  
Charlotte, NC 28209  
704/335-0444

NOH  
12-04239-0

RECEIVED

MAR - 4 2013  
BERNHARDT  
& STRAWSER

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on this 28<sup>th</sup> day of February, 2013, a copy of the foregoing Pleading attached hereto was mailed to the attorney of record for all other parties in this action, or to the Pro Se parties in this action, by placing same properly addressed in the US Mail with sufficient postage to insure delivery to the following:

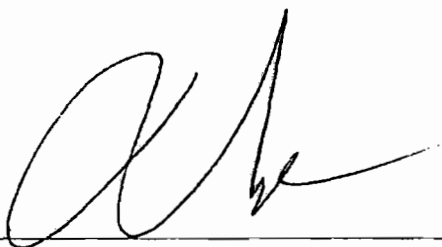
**Defendant Name:**

THOMAS H SHIPP, JR.

**Defendant Address:**

15 Evans St NW

Concord, North Carolina 28027



January 24, 2013

**VIA FACSIMILE**

**Fax: 704-335-0551**

Robert J. Bernhardt  
Bernhardt and Strawser, P.A.  
5821 Fairview Road, Suite 100  
Charlotte, NC 28209

Re: 12-CVD-11025; *Citibank v. Jeon*  
Case # 12-2-01256-5 *Citibank v. Jennifer S. Querido*  
AAA Claim number: 75-426-29-13

Dear Ms. Bernhardt:

Pursuant to the Citibank arbitration clause, I filed the above referenced claim with the American Arbitration Association. This claim was also faxed to your attention. The American Arbitration accepted the claim and the case is proceeding under the case number 31 420 18 13.

As this case is pending in arbitration, I will not attend the court hearing on Monday, January 28, 2013. Therefore, please advise the court that the dispute will be adjudicated in arbitration and stay the state court case. Failure to stay the state court case will constitute a breach of the Citibank Cardholder Agreement. At which point, I will have no choice but to amend the arbitration claim for breach of contract against the bank and Bernhardt and Strawser.

Thank you in advance for your attention in this matter.

Kiho Jeon  
11926 Lambert Bridge Dr.  
Charlotte, NC 28270

# **EXHIBIT 5**

Ronald L. Age  
P.O. Box 998  
Bladenboro, NC (Address)  
910 863 6395 (Phone)

2013 MAR 15 11:31

STATE OF NORTH CAROLINA      IN THE GENERAL COURT OF JUSTICE  
COUNTY OF BLADEN      SNL DISTRICT COURT DIVISION  
11-CVD-751

CITIBANK, N.A.

Plaintiff

Vs.

RONALD L. AGE,

Defendant.

RESPONSES TO PLAINTIFF'S  
FIRST REQUEST FOR  
PRODUCTION OF  
DOCUMENTS

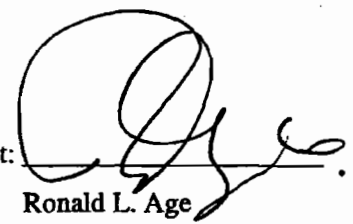
DEFENDANT RONALD L. AGE'S RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR  
PRODUCTION OF DOCUMENTS

TO: CITIBANK, N.A., by and through its attorney of record, Robert J. Bernhardt, BERNHARDT AND STRAWSER, P.A., 5821 Fairview Road, Suite 100, Charlotte, NC 28209.

Pursuant to North Carolina Rules of Civil Procedure, Defendant, Ronald L. Age serves the attached Responses to Plaintiff's First Request for Production of Documents.

Respectfully submitted

Signature of Defendant:

  
Ronald L. Age

### **RESPONSES**

1. All bank account statements for any checking account used by Defendant or used for the benefit of Defendant between February 1, 2011, and March 31, 2011 and between December 1, 2010 and December 31, 2010.

**RESPONSE:**Defendant objects to this Request as it is confidential, intrusive of privacy and not relevant to the facts of this case.

2. All cancelled checks in the amount of \$250.00 written on checking accounts used by Defendant or used for the benefit of Defendant between February 1, 2011, and February 28, 2011.

**RESPONSE:**Defendant objects to this Request as it is confidential, intrusive of privacy and not relevant to the facts of this case.

3. All cancelled checks in the amount of \$300.00 and \$400.00 written on checking accounts used by Defendant or used for the benefit of Defendant between March 1, 2011, and March 31, 2011.

**RESPONSE:**Defendant objects to this Request as it is confidential, intrusive of privacy and not relevant to the facts of this case.

4. All cancelled checks in the amount of \$250.00 written on checking accounts used by Defendant or used for the benefit of Defendant between December 1, 2010, and December 31, 2010.

**RESPONSE:**Defendant objects to this Request as it is confidential, intrusive of privacy and not relevant to the facts of this case.

5. All documents that support Defendant's allegation that there were "many errors and problems" with the credit card account that is the subject of this lawsuit.

**RESPONSE:**Plaintiff has failed to submit valid documentary evidence to prove that Plaintiff had issued credit card account to Defendant. Moreover, Plaintiff has not produced a signed copy of a valid credit card agreement executed between Plaintiff and Defendant. Plaintiff has also failed to provide valid documentary evidence to prove that Defendant or Defendant's authorized users has/have used the Credit Card in order to purchase goods and/or services, and/or to make cash

advances. Further, Plaintiff has failed to submit legally sufficient supporting documents to substantiate that Defendant owes the alleged amount to Plaintiff. Therefore, Defendant will be able to produce the requested documents only after these documents and/or details have been provided by Plaintiff to Defendant.

6. All billing error notices sent by Defendant to Plaintiff.

**RESPONSE:**Plaintiff has failed to submit valid documentary evidence to prove that Plaintiff had issued credit card account to Defendant. Moreover Plaintiff has not produced a signed copy of a valid credit card agreement executed between Plaintiff and Defendant. Plaintiff has also failed to provide valid documentary evidence to prove that Defendant or Defendant's authorized users has/have used the credit card in order to purchase goods and/or services, and/or to make cash advances. Further Plaintiff should also submit details/copies of correspondence received from Defendant. Therefore, Defendant will be able to produce the requested documents only after these documents and/or details have been provided by Plaintiff to Defendant.

7. All documents by which Defendant asked Plaintiff for original account agreements.

**RESPONSE:**Please refer Response to Request No.6.

8. All documents that support Defendant's allegation that Plaintiff is under investigation by State and Federal authorities for robo-signing.

**RESPONSE:**Plaintiff has failed to submit the copy of the account opening application form duly signed by Defendant and copy of a valid agreement executed between Plaintiff and Defendant. Moreover Plaintiff has failed to submit valid documentary evidence which includes bills, receipts, proof of service of notice on Defendant and such other valid documentary evidence to prove that Defendant owes the alleged amount to Plaintiff. Therefore, Defendant will be able to produce the requested documents only after these documents and/or details have been provided by Plaintiff to Defendant.

9. All documents that support Defendant's allegation that Plaintiff's attorneys are under investigation by State and Federal authorities for robo-signing.

**RESPONSE:**Please refer Response to Request No.8.



10. All documents that support Defendant's allegation that Plaintiff committed acts that were dishonest, misleading or fraudulent.

**RESPONSE:**Plaintiff has failed to submit the copy of the account opening application form duly signed by Defendant and copy of a valid agreement executed between Plaintiff and Defendant. Moreover Plaintiff has failed to submit valid documentary evidence which includes bills, receipts, proof of service of notice on Defendant and such other valid documentary evidence to prove that Defendant owes the alleged amount to Plaintiff. Therefore, Defendant will be able to produce the requested documents only after these documents and/or details have been provided by Plaintiff to Defendant.

11. All documents by which Defendant requested Plaintiff to validate the debt that is the subject of this lawsuit.

**RESPONSE:**Plaintiff did not provide copy of the credit card agreement executed between Defendant and Plaintiff and copy of the credit card application duly signed by Defendant. Further Plaintiff has to submit valid documentary evidences such as bills, invoices, transaction details of goods and services purchased, credit, offsets etc. to prove that Defendant owes the alleged amount to Plaintiff. Therefore, Defendant will be able to produce the requested documents only after these documents and/or details have been provided by Plaintiff to Defendant.

12. All documents which support Defendant's allegations that Plaintiff "improperly and wrongfully" contacted/harassed Defendant.

**RESPONSE:**Plaintiff has failed to submit a signed copy of a valid credit account agreement executed between Plaintiff and Defendant. Further Plaintiff has to submit valid documentary evidences such as bills, invoices, details of transactions, description of goods/services/money, details of credits and offsets, details of payments received on account etc. to prove that Defendant owes the alleged amount. Plaintiff should submit proof to show how Defendant is indebted to Plaintiff. Therefore, Defendant will be able to produce the requested documents only after these documents and/or details have been provided by Plaintiff to Defendant.

13. All documents which support Defendant's allegation that Plaintiffs attorney "improperly and wrongfully" contacted/harassed Defendant.

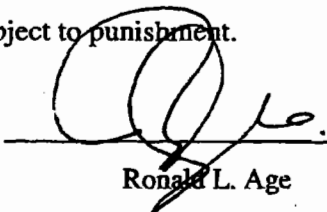
**RESPONSE:**Please refer Response to Request No. 13.

2013 MAR -6 P 1:32  
CLERK OF COURT, DIST. CL.

**CERTIFICATION**

I am Defendant in the above-captioned matter. I hereby certify that the foregoing Responses to Plaintiff's First Request for Production of Documents made by me are true. I am aware that if any of the foregoing Responses made by me are willfully false, I am subject to punishment.

Date: 6<sup>th</sup> March 13

  
Ronald L. Age

2013 MAR 06 PM 4:22

SNL

**CERTIFICATE OF SERVICE**

A copy of these Responses to Plaintiff's First Request for Production of Documents was served upon Plaintiff's attorney at the following address:

Robert J. Bernhardt  
Bernhardt and Strawser, P.A.  
5821 Fairview Road, Suite 100  
Charlotte, NC 28209.

By ordinary U. S. Mail, this 6<sup>th</sup> day of March, 2013

Signature: \_\_\_\_\_



Ronald L. Age,  
 P.O. Box 998  
 Bladenboro, NC (Address)  
 910 862 6696 (Phone)

FILED

2013 MAR -5 12 1:31

BLADEN COUNTY, N.C.

STATE OF NORTH CAROLINA ONL IN THE GENERAL COURT OF JUSTICE  
 COUNTY OF BLADEN BY ONL DISTRICT COURT DIVISION  
 11-CvD-751

CITIBANK, N.A.

Plaintiff

Vs.

RONALD L. AGE,

Defendant

RESPONSES TO PLAINTIFF'SFIRST SET OFINTERROGATORIES

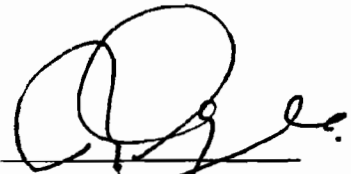
**DEFENDANT RONALD L. AGE'S RESPONSES TO PLAINTIFF'S FIRST SET OF**  
**INTERROGATORIES**

TO: CITIBANK, N.A., by and through its attorney of record, Robert J. Bernhardt, BERNHARDT  
 AND STRAWSER, P.A., 5821 Fairview Road, Suite 100, Charlotte, NC 28209.

Pursuant to North Carolina Rules of Civil Procedure, Defendant, Ronald L. Age serves the attached  
 Responses to Plaintiff's First Set of Interrogatories.

Respectfully submitted,

Signature of Defendant:



Ronald L. Age

## **RESPONSES**

1. State if you ever applied to Plaintiff for a MasterCard credit card account.

**RESPONSE:** Plaintiff has failed to present a signed copy of a valid agreement executed between Plaintiff and Defendant. Plaintiff has also failed to provide a copy of the credit card account opening application signed by Defendant. Further Plaintiff should submit valid documentary evidences such as bills invoices, transaction details, details pertaining to goods/services, credits, offsets etc. Therefore, Defendant will be able to respond to this Interrogatory only after these details and/or documents have been provided by Plaintiff to Defendant.

2. State if you ever purchased merchandise and/or services using the MasterCard credit card account with Plaintiff that is the subject of this lawsuit.

**RESPONSE:** Plaintiff has failed to provide copy of the credit card account opening application form duly signed by Defendant, a copy of a credit agreement entered into between Defendant and Plaintiff, description of good/services and other valid documentary evidence to prove that Defendant used the credit card account for purchase or lease of goods and services, cash advances, merchandise or other authorized transactions. Therefore, Defendant will be able to respond to this Interrogatory only after these details and/or documents have been provided by Plaintiff to Defendant.

3. State if you ever made payments on the MasterCard credit card account that is the subject of this lawsuit.

**RESPONSE:** Plaintiff did not provide copy of credit card account opening application form duly signed by Defendant and a copy of the card agreement duly signed by Defendant. Plaintiff has also failed to submit details of goods/services and other valid documentary evidence to prove that Defendant used the alleged account and made payments to Plaintiff. Therefore, Defendant will be able to respond to this Interrogatory only after these details and/or documents have been provided by Plaintiff to Defendant.

4. State in detail the "many errors and problems" with the credit card account that is the subject of this lawsuit, all as set out in Paragraph 2 of Defendant's Affidavit in Reply to Plaintiff's Motion for Summary Judgment.

**RESPONSE:** Please refer Response to Interrogatory No.3.

5. State the date Defendant submitted discovery to Plaintiff, all as set out in Paragraph 3 of Defendant's Affidavit in Reply to Plaintiff's Motion for Summary Judgment.

**RESPONSE:** Defendant submitted discovery to Plaintiff on 1/20/2012.

6. State the name of the entity Defendant "signed with", all as set out in Paragraph 4 of Defendant's Affidavit in Reply to Plaintiff's Motion for Summary Judgment.

**RESPONSE:** Plaintiff has failed to present a signed copy of the agreement executed between Plaintiff and Defendant regarding the alleged account. Plaintiff has also failed to establish details as to how, when and where a credit card account was opened by Defendant. Therefore, Defendant will be able to respond to this Interrogatory only after these details and/or documents have been provided by Plaintiff to Defendant.

7. State the dates and identify whom Defendant "asked many times" for the original account agreements, all as set out in Paragraph 5 of Defendant's Affidavit in Reply to Plaintiff's Motion for Summary Judgment.

**RESPONSE:** Plaintiff has failed to submit the copies of the account opening application form duly signed by Defendant and alleged agreement executed between Plaintiff and Defendant. Further Plaintiff has to submit valid documentary evidences such as bills, invoices, receipts, transaction details of goods and services purchased, credit, offsets etc. to prove that Defendant owes the alleged amount to Plaintiff. Therefore, Defendant will be able to respond to this Interrogatory only after these details and/or documents have been provided by Plaintiff to Defendant.

8. State if Defendant "asked many times" for the original account agreements by telephone to Plaintiff or in writing to Plaintiff.

**RESPONSE:** Plaintiff must provide the copy of the credit card account opening application form duly signed by the Defendant, copy of the agreement executed between Plaintiff and Defendant regarding the credit card account, proof of service and such other valid documentary evidence to show that Defendant owes the alleged amount to Plaintiff. Therefore, Defendant will be able to respond to this Interrogatory only after these details and/or documents have been provided by Plaintiff to Defendant.

9. State in detail why Defendant does not agree with "the Affidavit Testimony", all as set out in Paragraph 7 of Defendant's Affidavit in Reply to Plaintiff's Motion for Summary Judgment.

**RESPONSE:**Plaintiff must provide the copy of the credit card account opening application form duly signed by the Defendant, copy of the agreement executed between Plaintiff and Defendant regarding the credit card account to show that Defendant applied and received the credit card from Plaintiff. Further, Plaintiff should also providedetails of goods/services, details of credits and offsets, proof of service of the alleged demand for payment made on Defendant and such other valid documentary evidence to prove that Defendant owes the alleged amount to Plaintiff. Therefore, Defendant will be able to respond to this Interrogatory only after these details and/or documents have been provided by Plaintiff to Defendant.

10. State all addresses at which Defendant has lived from January 1, 2007 through January24, 2012.

**RESPONSE:**Defendant objects to this Interrogatory as it is confidential, intrusive of privacy and not relevant to the facts of this case.

11. State in detail the source of Defendant's alleged information that Plaintiff is under investigation by State and Federal Authorities for robo-signing, all as set out in Paragraph 10 of Defendant's Affidavit in Reply to Plaintiffs Motion for Summary Judgment.

**RESPONSE:**Plaintiff has failed to provide copies of statement of transactions along with invoices, details of goods/services, details of credits and offsets, proof of service of the alleged demand for payment made on Defendant and such other valid documentary evidence to prove that Defendant owes the alleged amount to Plaintiff. Therefore, Defendant will be able to respond to this Interrogatory only after these details and/or documents have been provided by Plaintiff to Defendant.

12. State in detail the source of Defendant's alleged information that Plaintiffs' attorneys are under investigation by State and Federal Authorities for robo-signing, all as set out in Paragraph 10 of Defendant's Affidavit in Reply to Plaintiffs Motion for Summary Judgment.

**RESPONSE:**Please refer Response to Interrogatory No.11.

13. State in detail why service of process on Defendant was insufficient and/or improper, all as alleged in Defendant's First Affirmative Defense in its Answer toPlaintiff's Complaint.

**RESPONSE:**Defendant submits that where a Party fails to comply with the North Carolina Rules of Civil Procedureon service of process, the service is insufficient/ improper and therefore, the service may be quashed. Plaintiff, in the instant case, did not comply with the statute on service of process.

By saying 'service of process was insufficient/improper', it is clear that the service was not in accordance with North Carolina Rules of Civil Procedure.

14. State in detail which requirements and conditions precedent to the institution of this action the Plaintiff failed to satisfy, all as alleged in Defendant's third Affirmative Defense in its Answer to Plaintiff's Complaint.

**RESPONSE:** Plaintiff has failed to provide to Defendant a copy of the credit card account opening application form duly signed by Defendant, a copy of a credit card agreement entered into between Defendant and Plaintiff, invoices, description of goods/services etc., details of credits and transactions and other valid documentary evidence to prove that there is a valid agreement between Defendant and Plaintiff and Defendant owes the alleged amount to Plaintiff. Therefore, Defendant will be able to respond to this Interrogatory only after these details and/or documents have been provided by Plaintiff to Defendant.

15. State in detail the alleged acts that Defendant claims Plaintiff committed that were dishonest, misleading or fraudulent, all as alleged in Defendant's Fifth Affirmative Defense in its Answer to Plaintiff's Complaint.

**RESPONSE:** Plaintiff has failed to submit the copy of the credit card account agreement executed between Plaintiff and Defendant to establish a transaction between Plaintiff and Defendant. Further, Plaintiff also failed to provide details of transactions along with invoices, description of goods/services/money, details of credits and offsets, details of payments received on account etc. Plaintiff is trying to collect money from Defendant which in fact is not owed by Defendant to Plaintiff. Plaintiff also failed to provide details of statements sent to Defendant along with proof of service and details of correspondence received from Defendant. Plaintiff has come with unclean hands because Plaintiff has filed a frivolous complaint against Defendant without adducing valid documentary evidence to prove that in what manner Defendant is indebted to Plaintiff.

16. State the date Defendant requested Plaintiff to validate the debt, all as alleged in Defendant's Sixth Affirmative Defense in its answer to Plaintiff's Complaint.

**RESPONSE:** Plaintiff has failed to submit the copy of the credit card account agreement executed between Plaintiff and Defendant to establish a transaction between Plaintiff and Defendant. Further, Defendant has properly requested Plaintiff and/or its attorney to validate the debt but Plaintiff and/or its



attorney failed to do so. Therefore, Plaintiff and/or its attorneys violated have violated the Fair Debt Collection Practices Act (FDCPA).

17. State the dates and state in detail the conduct by which the Defendant alleges Plaintiff "improperly and wrongfully contacted/ harassed" Defendant, all as alleged in Defendant's Sixth Affirmative Defense in its answer to Plaintiffs Complaint.

**RESPONSE:**Please refer Response to Interrogatory No.16.

18. State the dates and state in detail the Conduct by which the Defendant alleges Plaintiffs' attorneys "improperly and wrongfully contacted/harassed" Defendant, all as alleged in Defendant's Sixth Affirmative Defense in its Answer to Plaintiffs Complaint.

**RESPONSE:**Please refer Response to Interrogatory No.16.


19. If Defendant alleges Plaintiffs' attorneys "improperly and wrongfully contacted/harassed" Defendant by telephone calls, state all of the Defendant's telephone numbers Defendant alleges Plaintiffs' attorneys called when they allegedly "improperly and wrongfully" contacted and harassed Defendant.

**RESPONSE:**Please refer Response to Interrogatory No.16.

#### **CERTIFICATION**

I am Defendant in the above-captioned matter. I hereby certify that the foregoing Responses to Plaintiff's First Set of Interrogatories made by me are true. I am aware that if any of the foregoing Responses made by me are willfully false, I am subject to punishment.

Date: 6 March 13

  
\_\_\_\_\_  
Ronald L. Age

FILED

2013 MAR -6 P 1:31

CLARK COUNTY, N.C.

SNL

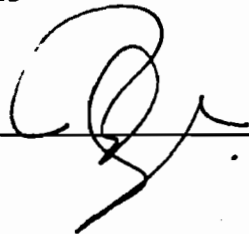
**CERTIFICATE OF SERVICE**

A copy of these Responses to Plaintiff's First Set of Interrogatories was served upon Plaintiff's attorney at the following address:

Robert J. Bernhardt  
Bernhardt and Strawser, P.A.  
5821 Fairview Road, Suite 100  
Charlotte, NC 28209.

By ordinary U. S. Mail, this 6<sup>th</sup> day of March, 2013

Signature: \_\_\_\_\_



# **EXHIBIT 6**

March 19, 2013

Robert J. Bernhardt,  
Bernhardt and Strawser, P.A.,  
5821 Fairview Road, Suite 100  
Charlotte, North Carolina 28209.

Sub: CITIBANK, N.A., v. CURTIS J. SCHMITT

Ref: Letter dated March 5, 2013 from Plaintiff's Attorney, Robert J. Bernhardt, to Defendant.

Dear Robert J. Bernhardt:

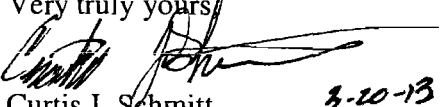
I received your letter dated March 5, 2013. You have stated in your letter that my Responses to Plaintiff's First Request for Production of Documents and First Set of Interrogatories are insufficient, were not made in good faith and were made for the purpose of delaying this lawsuit. This is not true.

Plaintiff had filed a bogus Complaint against me by alleging some amount I owe to Plaintiff. I had filed an answer specifically denying the liability to Plaintiff. I had stated in my answer that I did not open Home Depot account with Plaintiff or its predecessor in interest as alleged. Subsequently, Plaintiff had propounded Discovery Requests upon me. Plaintiff had not attached any documents in support of its claim(s) even with its Discovery Requests. I had made reasonable search to find the documents stated in Plaintiff's Complaint and First Request for Production of Documents and First Set of Interrogatories but I could not find them. I answered to Plaintiff's First Request for Production of Documents and First Set of Interrogatories in good faith without any supporting documents. Considering the fact that I did not make charges on the account and Plaintiff's failure to attach the supporting documents, I believe that my responses to Plaintiff's Discovery Requests are legally sufficient and in compliance with the North Carolina Rules of Civil Procedure. Even now Plaintiff has not provided legally sufficient documents like account opening application form, account agreement executed between us to establish that I opened an account with Plaintiff. Plaintiff is seeking information which is beyond my scope. I may be able to provide more responsive answers if Plaintiff provides me the supporting documents stated in Plaintiff's Complaint and First Request for Production of Documents and First Set of Interrogatories.

RECEIVED  
MAR 25 2013  
BERNHARDT  
& STRAWSER

If you want revised responses, you could have attached the supporting documents like account opening application form duly signed by me, agreement duly executed between Plaintiff and me and other legally admissible documentary evidence along with your letter dated March 5, 2013. Further, it is inappropriate and frivolous on the part of Plaintiff to approach the Court and waste the Court's precious time, even after I made proper Responses to the First Request for Production of Documents and First Set of Interrogatories in good faith. I do not want to prolong this litigation.

Very truly yours,

  
Curtis J. Schmitt

3-20-13

# EXHIBIT 8

Waltraud M Osteen

Mrs Waltraud M Osteen  
PO Box 1312  
Hendersonville NC 28793

SSS)  
:)

828-891-3729

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

11-89410  
IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
11-CVD-2296

CITIBANK, N.A.,

Plaintiff,

DEFENDANT'S AFFIDAVIT IN REPLY TO  
PLAINTIFF'S MOTION FOR SUMMARY  
JUDGMENT

Vs.

WALTRAUD M OSTEEN,

(ORAL HEARING REQUESTED)

Defendant.

DEFENDANT WALTRAUD M OSTEEN'S AFFIDAVIT IN REPLY TO PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT

I, Waltraud M Osteen do hereby solemnly affirm and state as follows.

1. I am the Defendant in this case and I make this Affidavit in Reply to Plaintiff's Motion for Summary Judgment.
2. I make this Affidavit after reviewing Plaintiff's documents and further submit that this court will find that there are many errors and problems with the account.
3. Also I submitted discovery (Requests for Production) and it has never been answered. I would like to get that basic information answered.
4. Plaintiff is not the entity I signed with and is not the proper plaintiff to bring suit.
5. Though I have asked many times, the plaintiff and its affiliates and agents have not provided my complete original signed account agreements which were very favorable with fixed interest and fixed terms on parts of the balance. Also zero interest was to apply on parts of the balances during the first 2 years and after.

6. If the proper plaintiff had provided all account documents, the balance would be seen to be much different than that stated by the plaintiff.
7. I also do not agree with the affidavit testimony. I would like to have that testimony examined.
8. According to the plaintiff's documents, and its filings with the Federal government, any relationship with any cardholder is to be governed solely by the laws of South Dakota and Nevada; the law of any other state is irrelevant. Plaintiff argues incorrect law with incorrect results.
9. The creditor also did not send me all statements, and online access was not easy to see, so I did not see changes in terms made to the account. I believe this also violated the Card Act of 2009 reducing or eliminating any obligation that would exist.
10. The Affidavit filed by Plaintiff is legally inadmissible since the affiant is not legally competent to file an affidavit verifying debt for lack of personal knowledge pertaining to the alleged transactions. The affidavit failed to set forth the facts with particularity and which calls for the examination of Affiant's Testimony.

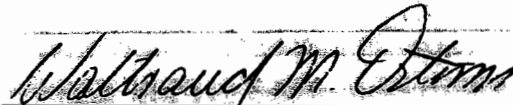
### CONCLUSION

Wherefore, Plaintiff's Motion for Summary Judgment may kindly be denied and award cost of preparing this response to Defendant.

If called upon as a witness, I would and could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 15, 2012.

Signature of Defendant:



Waltraud M Osteen



**CERTIFICATE OF SERVICE**

A copy of this Affidavit in Reply to Plaintiff's Motion for Summary Judgment was served upon Plaintiff's attorney at the following address:

---

Tonya L. Urps,  
Bernhardt and Strawser, P. A.,  
5821 Fairview Rd.; Ste. 100  
Charlotte, NC 28209.

By ordinary U. S. Mail, this \_\_\_\_\_ day of, May 2012.

Signature: \_\_\_\_\_

STATE OF NORTH CAROLINA COUNTY OF HENDERSON  
IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION

11-8940

CITIBANK, N.A.,  
Plaintiff.

Vs.

WALTRAUD M OSTEEN  
DefendantMotion for Continuance  
And Judgment Entry

NO.11-CVD-2296

MOTION

I, WALTRAUD M OSTEEN, Defendant hereby moves the Court for a continuance of the HEARING scheduled on 11/09/12 at 9 AM. I am currently undergoing chemo therapy treatments this week for stage 4 breast cancer which has included 2 mastectomies and 6 surgeries. I am currently trying to take this case to Federal Arbitration as well through AAA and have included that form as well.

828-891-3729  
Phone NumberW M OSTEEN  
WALTRAUD M OSTEENJUDGMENT ENTRY

Motion for Defendant is hereby GRANTED / DENIED.

\_\_\_\_\_  
Judge

Certificate of Service

A copy of this answer was served upon Plaintiff's attorney at the following address:

Tonya L. Uips,  
Bernhardt and Strawser, P. A.,  
5821 Fairview Rd.; Ste. 100  
Charlotte, NC 28209.

By ordinary fax on November 8, 2012

  
WALTRAUD M OSTEEN

---

10/24/2012 02:04 2239919767

8394735

WORLD LAW PROCESSIN

10/24/2012

PAGE 01

2/2

## AMERICAN ARBITRATION ASSOCIATION SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES

### How to file a claim: consumers should:

- Fill out this form and retain the copy for your records.
- Mail a copy of this form and your check or money order made payable to the AAA to:  
AAA Case Filing Services, 191 Laurel Oak Road  
Suite 110, Voorhees, NJ 08043. Please refer to Section  
1.4 of the Supplementary Procedures for Consumers.  
• Send a copy of this form to the business.

### How to file a claim: businesses should:

- Fill out this form and retain the copy for your records.
- Mail a copy of this form and your check or money order made payable to the AAA to:  
AAA Case Filing Services, 191 Laurel Oak Road  
Suite 110, Voorhees, NJ 08043. Please refer to Section  
1.4 of the Supplementary Procedures for Consumers.  
• Send a copy of this form to the consumer by registered  
mail, return receipt requested.

1. How is this claim being filed? (Check only one.)
- ☐ By request of the consumer. (A copy of the arbitration agreement must be attached. A copy of this form must also be sent to the business.)
- ☐ By request of the business. (A copy of the arbitration agreement must be attached. A copy of this form must also be sent to the consumer by registered mail, return receipt requested.)
- ☐ By mutual agreement ("submission") of the parties. Both parties must sign this form.

### 2. Briefly explain the dispute.

Dispute under the FTC Act, violation by the nonmember of the business, variety of the business.

### 3. Do you believe there is any money owed to you?

Yes ☒ No ☐ If yes, how much? \$1000

### 4. Are you seeking any other relief?

If yes, what is it?

### 5. Preferred hearing locale (if an in-person hearing is held)

As shown enclosed: \$0.00

### 7. Fill in the following information.

#### Consumer

Name of consumer: William M. O'Brien

Address: P.O. Box 1212

City/State/Zip: Hamden, CT 06430

Telephone: 203-491-3729

Fax: 203-491-5717

E-mail Address:

Signature of Consumer: William M. O'Brien

Representative:

Print:

Address:

City/State/Zip:

Telephone:

Fax:

E-mail Address:

#### Business

Name of Business: Citibank, N.A.

Address:

City/State/Zip:

Telephone:

Fax:

E-mail Address:

Signature of Business:

Representative: Robert J. Bernhardt

Print: Bernhardt & Sawyer P.A.

Address: 6821 Feyette Rd., Suite 100

City/State/Zip: Charlotte, NC 28209

Telephone: 704-335-0444

Fax: (704) 335-0557

E-mail Address: Robert.Bernhardt@citibank.com

AAA Case Filing Services 1-877-495-4185  
www.aaa-usa.org

12-756  
Shawn C Barbee  
1925 W. Randolph Rd.  
Shelby NC (Address) 28150  
704-160-1811 (Phone)

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION

CITIBANK, N.A.,

No. 12CVD1648

Plaintiff,

Vs.

ANSWER TO COMPLAINT AND AFFIDAVIT

SHAWN C BARBEE,

Defendant.

**DEFENDANT SHAWN C BARBEE'S ANSWER TO PLAINTIFF'S  
COMPLAINT AND AFFIDAVIT**

Defendant, Shawn C Barbee, answers the Complaint and Affidavit filed by Plaintiff, Citibank, N.A., as follows:

1. Defendant has no sufficient knowledge or information to form a belief as to the truth or falsity of the allegation contained in Paragraph 1 of the Complaint.
2. Answering to Paragraph 2 of the Complaint, Defendant admits that Defendant is a citizen and resident of Gaston County, North Carolina. Further, Defendant admits that Defendant is of legal age and under no legal disability.
3. By specifically denying the entire allegations contained in Paragraph 3 and 4 of the Complaint, Defendant submits that Defendant did not open the alleged Citi Mastercard account with Plaintiff as alleged. There is no valid credit card agreement executed between Defendant and Plaintiff regarding the alleged account. Defendant did not make charges on the account as alleged. Defendant never received demand for payment from Plaintiff. Further,

Defendant does not owe Plaintiff for \$9,420.34 as alleged. Plaintiff has failed to submit the signed copies of credit card application and credit card agreement executed between Plaintiff and Defendant, copies of receipts, bills, invoices, and proof of service of demand delivered to Defendant and such other valid documentary evidence to prove that Defendant owes Plaintiff in the amount of \$9,420.34 as alleged. In this regard, in the case of *CitiBank South Dakota v. Whiteley, Missouri Court of Appeals, Southern District, Division Two, 2004* (Exhibit 'A') it has been stated as follows:

*"To recover on a suit on account, a Plaintiff must show an offer, an acceptance, and consideration between the parties as well as the correctness of the account and the reasonableness of the charges."*

It further states as follows:

*"Such evidence consists of proof that: 1) Defendant requested Plaintiff to furnish merchandise or services; 2) Plaintiff accepted the offer of the Defendant by furnishing such merchandise or services; and 3) the charges were reasonable."*

Therefore, the burden of proof is on Plaintiff to submit valid documentary evidence to prove the allegations contained in Paragraph 3 and 4 of the Complaint.

4. Defendant did not enter into a credit card agreement with Plaintiff that provides Defendant will be held liable for Plaintiff's reasonable attorney fees as alleged. Defendant was never given notice as required by N.E.C.S. 6-21-2. Plaintiff has failed to submit the signed copy of alleged agreement and proof of service of notice sent to Defendant. Defendant specifically denies the allegations contained in Paragraph 5 and 6 of the Complaint.
5. Answering to Paragraph 1 of the Affidavit, Defendant submits that Defendant has no sufficient knowledge or information to form a belief as to the truth or falsity of the statements contained in Paragraph 1 of the Affidavit.
6. Answering to Paragraph 2 and 3 of the Affidavit, Defendant submits that Defendant never applied or opened an account with number ending in 3135 issued by Plaintiff as alleged. Defendant does not owe Plaintiff for amount as extensions of credit, finance charges, fees imposed, payments made or credit received. Affiant has failed to submit the copies of credit account opening form duly signed by Defendant, valid statements of account, receipts, bills and invoices to support its allegations. Further, Affiant is only a custodian of records and

therefore, neither making nor checking of records is the duty of the Affiant and hence the Affiant cannot know about the veracity of the records. Defendant specifically denies the entire allegations contained in Paragraph 2 and 3 of the Affidavit.

7. Answering to Paragraph 4 and 5 of the Affidavit, Defendant submits that Defendant never opened or used the Account. Defendant never agreed with Plaintiff regarding the terms and conditions of a credit account. Defendant never received billing statements from Plaintiff or made payments to Plaintiff. Defendant does not owe Plaintiff for an amount as alleged. Affiant has failed to submit the copies of credit card account opening form duly signed by Defendant, receipts, bills, invoices, proof of service for the billing statements sent to Defendant to support its allegations. Defendant specifically denies the entire averments contained in Paragraph 4 and 5 of the Affidavit.

8. Defendant does not owe Plaintiff for \$9,420.34 as alleged. Defendant never received billing statements from Plaintiff. Affiant has failed to submit the copy of proof of service of the alleged delivery of billing statements and documents to prove that Defendant owes Plaintiff for the alleged amount. Defendant challenges the veracity of Exhibit A. Defendant specifically denies the entire allegations contained in Paragraph 6 to 11 of the Affidavit except the statement that Defendant is neither an incompetent, nor an infant.

9. Plaintiff prays for Judgment against Defendant in the amount of \$9,420.34, interest at the rate of 8% per annum from the date of entry of judgment until paid, and the costs of this action, including reasonable attorney fees as provided by N.C.G.S. 6-21.2. Plaintiff fails to establish its prayer by providing legally sufficient supporting documents. Therefore, this court may kindly deny Plaintiff's prayer.

#### GENERAL DENIAL

10. Defendant specifically denies each and every allegation contained in the Complaint and Affidavit not specifically heretofore admitted, denied, or otherwise controverted.

#### FIRST AFFIRMATIVE DEFENSE

11. The service of process was insufficient/improper.

#### SECOND AFFIRMATIVE DEFENSE

12. Plaintiff has failed to state a claim against Defendant for which a relief can be granted.

#### THIRD AFFIRMATIVE DEFENSE

13. Plaintiff has failed to satisfy all requirements and conditions precedent to the institution of this action.

**FOURTH AFFIRMATIVE DEFENSE**

14. Defendant never agreed to pay any amount to Plaintiff as per any agreement.

**FIFTH AFFIRMATIVE DEFENSE**

15. Defendant invokes the Doctrine of Unclean Hands as Defendant alleges that Plaintiff acted in a dishonest, misleading or fraudulent manner with respect to the disputes at issue in this case.

**SIXTH AFFIRMATIVE DEFENSE**

16. Plaintiff and Plaintiff's attorneys and agents with the consent of Plaintiff, have violated the Fair Debt Collection Practices Act (FDCPA) by, among other things, improperly and wrongfully contacting/harassing Defendant and not properly validating the debt allegedly due.

**SEVENTH AFFIRMATIVE DEFENSE**

17. A violation of the FDCPA is, among other things, a denial of the due process rights guaranteed to Defendant.

**EIGHTH AFFIRMATIVE DEFENSE**

18. Defendant reserves the right to add additional affirmative defenses as discovery progresses.

19. Responses to requests for production of documents should be delivered to the address of the Defendant(s) as stated in this answer or as on file with the court in this matter.

**WHEREFORE**, Defendant respectfully submits to the Court as under:

1. Plaintiff's Complaint and Affidavit should be dismissed.
2. Necessary costs should be awarded to the Defendant.
3. Such other relief be granted to the Defendant as to this Honorable Court deems just.

Date: September \_\_, 2012

Signature of Defendant: \_\_\_\_\_

Shawn C Barbee



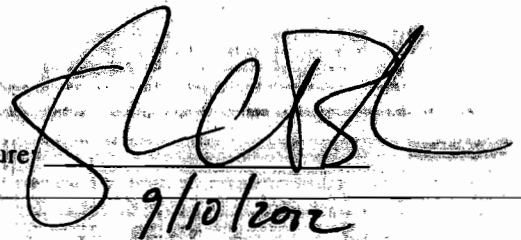
**CERTIFICATE OF SERVICE**

A copy of this Answer was served upon Plaintiff's attorney at the following address:

Tonya L. Urps  
Bernhardt and Strawser, P.A.  
5821 Fairview Rd., Ste. 100,  
Charlotte, NC 28209,  
Attorney for Plaintiff.

By ordinary U. S. Mail, this 10 day of, September, 2012.

Signature



9/10/2012

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

12-756  
IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
12-CVD-1648

CITIBANK, N.A.

Plaintiff.

vs.

MOTION FOR CONTINUANCE  
AND JUDGMENT ENTRY

SHAWN C BARBEE

Defendant(s).

MOTION

I, Shawn C Barbee, Defendant hereby moves the Court for a continuance of the hearing on Plaintiff's Motion for Summary Judgment set for March 11, 2013 at 9:30 am for a period of 30 to 60 days for the following reason: I will be out of state for a mandatory business conference and I will not make it back in time for the hearing. Therefore, I will be unable to attend.

704-300-8095  
Phone Number

Shawn C Barbee  
Shawn C Barbee

JUDGMENT ENTRY

Motion for Defendant is hereby GRANTED / DENIED.

\_\_\_\_\_  
Judge

**CERTIFICATE OF SERVICE**

A copy of this motion was served upon Plaintiff's attorney at the following address:

Robert J. Bernhardt  
Bernhardt and Strawser, P.A.  
5821 Fairview Rd. ; Suite 100  
Charlotte, NC 28209  
Attorney for Plaintiff

By ordinary U.S. Mail, this 8<sup>th</sup> day of March, 2013.

Signature: J. H. C. Barber

# EXHIBIT 9

**Frankie L :)**

---

**From:** "WORLD Law Attorneys" <attorneys28@worldlawdirect.com>

**Date:** Sunday, May 05, 2013 1:31 PM

**To:** [REDACTED]@gmail.com>

It frankly should be not relevant, but you may want to take the info below to court for the judge - if the debt collectors try to discuss World Law or say World Law won't speak with them. We have recently sued those debt collectors in another case and they have been acting a bit crazy.

Sue Miller

### World Law Fact Sheet

World Law, the law firm and World Law Direct, the online services division, have been in existence for **13 years with 380 member lawyers** as any party may verify.

The Firm has served more than 250,000 paying clients and customers and has been **endorsed by countless leading organizations** nationwide including the 700,000 member National Federation of Independent Business, the National Education Association, USA Today, etc.

World Law has member and network attorneys in **all 50 states** and in 26 countries.

(World Law has the largest online operation of any law services Firm in China.)

World Law also does more consumer debt arbitrations than any other entity in the United States--over 3000 per year, with the American Arbitration Association, JAMS and the BBB.

The Firm also sells over 3 million dollars in legal forms and legal software annually, and provides tens of thousands of free legal forms.

World Law will represent the consumer here in arbitration at the American Arbitration Association under the Federal Arbitration Act, and a federal law expert arbitrator will be appointed.

World Law has recently sued Bernhardt and Strawser for, among other things, gross violations of fair debt laws, and the Bernhardt firm is also being investigated by federal authorities as well. Though not part of today's proceeding it may be important for the local court to know this if Bernhardt debt collectors comment on World Law (as they have been trying to do the last 2 weeks).

12-4281

# **EXHIBIT 10**

**Michael Stein**

---

**From:** Michael Stein  
**Sent:** Monday, May 06, 2013 4:32 PM  
**To:** 'attorneys28@worldlawdirect.com'  
**Subject:** Frankie Lawson

Ms. Miller,

Frankie Lawson appeared in court this morning in Forsyth County, North Carolina in the case of Citibank, N.A. v. Lawson. Our law firm represents Citibank, N.A. in that civil action. After the hearing, Ms. Lawson advised one of our attorneys that you told her that World Law had recently sued our law firm, and that our law firm is under investigation by federal authorities. These are serious allegations, and we are unaware of any such lawsuit or investigation. Please provide us with any information substantiating that World Law has sued our firm or that our firm is under investigation by federal authorities. Otherwise, if you have no such information, we would respectfully request that you cease and desist from advising your customers of such falsehoods.

Please also advise if you are a licensed lawyer; and if so, in what state. Thank you.

Michael B. Stein  
Bernhardt and Strawser, P.A.  
5821 Fairview Road, Suite 100  
Charlotte, NC 28209  
Ph: 704.335.0444  
[mbs@bernhardtlaw.net](mailto:mbs@bernhardtlaw.net)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT.

This email and any attachment(s) contain confidential information belonging to the sender which is legally privileged. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error, please immediately notify us by telephone at 704.335.0444. Thank you.

**Michael Stein**

---

**From:** Microsoft Outlook  
**To:** attorneys28@worldlawdirect.com  
**Sent:** Monday, May 06, 2013 4:32 PM  
**Subject:** Relayed: Frankie Lawson

**Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:**

attorneys28@worldlawdirect.com (attorneys28@worldlawdirect.com)

Subject: Frankie Lawson