

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

FILE NO: 13 CVS _____

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WAKE COUNTY, N.C.S.C.

STATE OF NORTH CAROLINA, *ex rel.*
ROY COOPER, Attorney General, and
THE NORTH CAROLINA STATE BAR,

Plaintiffs,

v.

SWIFT ROCK FINANCIAL, INC., d/b/a
WORLD LAW DEBT, a/k/a WORLD
LAW GROUP; ORION PROCESSING,
LLC, d/b/a WORLD LAW PROCESSING;
and DERIN SCOTT;

and

GLOBAL CLIENT SOLUTIONS, LLC;

Defendants.

COMPLAINT

I. INTRODUCTION

1. This is an action for preliminary and permanent injunctive relief to enjoin the defendants from engaging in the illegal business of debt adjusting in violation of North Carolina's Debt Adjusting Act, N.C. Gen. Stat. § 14-423, *et seq.*; from engaging in unfair and deceptive practices in violation of N.C. Gen. Stat. § 75-1.1; from engaging in the unauthorized practice of law in violation of N.C. Gen. Stat. §§ 84-2.1, 84-4 and 84-5; and to obtain restitution

and further relief.

2. The defendants are offering an illegal debt settlement scheme to consumers in North Carolina. The defendants use deceptive representations to solicit consumers, including misrepresentations that the services are performed by attorneys and misleading suggestions that the defendants' debt settlement program is government-affiliated. The defendants promise to reduce consumers' unsecured (credit card) debt obligations by more than 50 percent and to leave their clients debt-free without bankruptcy. In fact, the defendants are operating a classic advance fee scam designed to extract exorbitant upfront fees from financially distressed consumers. As shown below, consumers rarely obtain debt settlements through the defendants, and the defendants retain substantial fees despite their nonperformance, which leaves vulnerable consumers in an even worse financial position.

3. From October 2010 through February 2013, the latest month for which the Attorney General has obtained payment records, North Carolina consumers have paid more than \$4,105,681.00 into the defendants' debt settlement program for the purpose of paying their creditors. Of this amount, the defendants have paid only \$527,328.00, or less than 13% of what North Carolina consumers have paid, to North Carolina consumers' creditors to settle debts, while the defendants have retained more than \$2,643,341.00 in unlawful advance fees from North Carolina consumers.

4. Despite being given written notice by the North Carolina Attorney General that their activities are unlawful, and written notice by the North Carolina State Bar that their activities constitute the unauthorized practice of law, the defendants are continuing to collect illegal advance fees from North Carolina customers for debt settlement services; to enroll new

North Carolina consumers into their debt settlement program; and to provide or purport to provide legal services by non-attorneys and attorneys not licensed in North Carolina in connection with their illegal debt settlement scheme.

5. The defendants' debt settlement scheme, including their collection of advance fees, is expressly prohibited by the North Carolina Debt Adjusting Act, N.C. Gen. Stat. § 14-423, and constitutes unfair and deceptive practices under N.C. Gen. Stat. §§ 14-425 and 75-1.1. The Attorney General has specific authority under the Debt Adjusting Act to obtain injunctive relief, consumer restitution, and the appointment of a receiver for the protection of North Carolina consumers.

6. The defendants' offer to provide or purported provision of legal services in connection with their illegal debt settlement scheme is expressly prohibited by Chapter 84 of the North Carolina General Statutes, as the defendants are business entities and are not a law firm; the defendants are not attorneys; and the defendants are not licensed or otherwise authorized to practice law in the State of North Carolina. The North Carolina State Bar has express authority to seek the enjoinder of the unlawful or unauthorized practice of law pursuant to N.C. Gen. Stat. § 84-37.

II. PARTIES

7. Plaintiff State of North Carolina is acting through its Attorney General, Roy Cooper, pursuant to authority granted by Chapters 14, 75, and 114 of the North Carolina General Statutes.

8. Plaintiff, the North Carolina State Bar (hereafter "State Bar"), is a body duly organized under the laws of the State of North Carolina and is authorized to proceed against

defendants pursuant to Chapter 84 of the North Carolina General Statutes and the Rules and Regulations of the State Bar promulgated pursuant thereto.

9. Defendant Swift Rock Financial, Inc. (hereafter “Swift Rock”), is a Texas corporation with a principal place of business in Austin, Texas. According to an Assumed Name Certificate filing with the Texas Secretary of State, Swift Rock conducts business under the assumed name “World Law Debt.” Defendant Swift Rock is not a company or corporation authorized to practice law in North Carolina under the provisions of Chapter 55B of the General Statutes of North Carolina.

10. Defendant Orion Processing, LLC (hereafter “Orion”), is a Texas limited liability company with a principal place of business in Austin, Texas. According to an Assumed Name Certificate filing with the Texas Secretary of State, Orion conducts business under the assumed name “World Law Processing.” Defendant Orion is not a company or corporation authorized to practice law in North Carolina under the provisions of Chapter 55B of the General Statutes of North Carolina.

11. Defendant Derin Scott is a Texas resident. Defendant Scott is the sole Managing Member of Orion, and defendant Scott is the sole Officer of Swift Rock, according to filings with the Texas Secretary of State. Defendant Scott is sued individually and in his capacity as Managing Member of Orion and Officer of Swift Rock. Defendant Scott is not a licensed attorney at law and is not authorized to practice law in the State of North Carolina. Upon information and belief, at all times relevant hereto, defendant Scott has formulated, directed, controlled, participated in, and had knowledge of the illegal acts and practices of Swift Rock and Orion. Defendant Scott has filed, or caused to be filed, filings with the Texas Secretary of State

relating to these defendants and other, numerous “World Law” related entities, all of which are signed and authorized by defendant Scott.

12. Defendants Swift Rock and Orion, together with defendant Scott, are referred to collectively in this Complaint as “defendants” or as “World Law,” except as otherwise designated in this Complaint.

13. The defendants operate their business in conjunction with a number of other related business entities at the same business location, including but not limited to: Clear Your Debt, LLC and World Law Advantage, LLC. The defendants also conduct business under the names “World Law Group,” “World Law Advantage,” and “WLD Credit Repair” among other names. On information and belief, there is significant common ownership, control and revenue-sharing among these various entities.

14. Defendant Global Client Solutions, LLC (“Global”) is an Oklahoma limited liability company with a principal place of business in Tulsa, Oklahoma. Defendant Global is a third-party payment processor which handles payment processing for World Law and other unrelated companies, many of which are in the debt settlement business. As set forth herein, under consumers’ contracts with World Law and with Global, defendant Global is the payment processor responsible for debiting consumers’ bank accounts on a monthly basis for deposit into a special purpose account administered by Global for the purpose of paying consumers’ creditors. Global disburses consumers’ moneys to World Law for World Law’s fees on a monthly basis from this special purpose account. Global is not related to World Law and is named as a defendant in this action solely for purposes of injunctive relief to restrain the payment of unlawful fees to World Law. Global Client Solutions, LLC is expressly referred to

in this Complaint as “Global” or “defendant Global” and is not included in the general reference to “defendants.”

III. FACTUAL ALLEGATIONS

A. The Defendants’ Marketing of Their Debt Settlement Scheme

15. Since at least 2010, World Law has offered “debt settlement” or “debt negotiation” services to financially distressed consumers in North Carolina and other states. World Law solicits prospective customers through a variety of means, including through advertisements on its Internet websites www.worldlawdebt.com, www.worldlawdirect.com, and www.worldlawdebtsettlement.com, among others; television commercials; outbound telemarketing; and direct mailings to consumers.

16. The defendants’ solicitations are expressly targeted to consumers who are struggling with paying unsecured debts, but who wish to reduce and pay their debts without filing for bankruptcy. Upon information and belief, the defendants target consumers who owe at least \$20,000 in credit card debt and who are “overextended” on their credit cards or who are having difficulty paying. In order to better identify these particular consumers, the defendants, and/or lead generators working with the defendants purchase data from credit reporting agencies that lists consumers’ names; the amount of revolving debt owed by the consumer; and whether the consumer is delinquent or past due. (See Affidavit of Carol Jackson, attached as Exhibit 11 to Plaintiffs’ Motion for a Temporary Restraining Order and Preliminary Injunction.)

17. The defendants, or lead generators soliciting customers on the defendants’ behalf, then use this information to mail grossly deceptive solicitations directly to consumers, which list the consumer’s name, address, and the total amount of revolving debt owed by the consumer, in

an effort to induce the consumer to call the defendants for assistance.

18. The defendants, or lead generators soliciting customers on behalf of the defendants, have repeatedly issued false mailings suggesting that the defendants are affiliated with the government and can assist consumers in obtaining government “benefits” intended for consumers struggling with unsecured debt. On numerous occasions, the defendants’ mailings have falsely stated that consumers may be eligible for “benefits” under a “**2010 U.S. Federal Stimulus Package**”; that under the program their interest rates will be reduced to “0%”; and that if consumers fail to call, their “benefits” will expire and that failure to respond may affect the consumer’s legal rights. All of these representations are false.

19. As an example, one such solicitation mailed by the defendants in November 2012 to a resident of Durham stated:

CERTIFIED REDUCTION NOTICE:

According to the U.S. DRI Code and the 2010 U.S. Federal Stimulus Package, this certified notice will act as the final opportunity for all U.S. Citizens to claim the pending benefits set aside for said U.S. Citizens.

You are hereby notified that benefits set aside, through the U.S. Federal Stimulus Package, in the name of Gloria Tate Keith, are set to expire as of 12/17/2012 at 12 Midnight E.S.T. If said benefits have not been redeemed, the benefits for Gloria Tate Keith will be considered Unclaimed....

The aforementioned Stimulus Package Benefits can be accessed for the sole utilization of resolving the past due, unsecured debt in the amount of \$53,387, which is currently filed against and reporting on Gloria Tate Keith's credit report and may be delinquent and past due. Please do not delay, call 1-866-496-9877 to avoid loss of Benefits.

...

Summary of Proposed Changes:

2012 Est. Current Past Due Debt Balances: \$53,387

New Interest Rate:	0%
Reduced New Payment:	\$735
Present Term	383 Months
Reduced New Term	48 Months

This is your FINAL NOTICE of eligibility. FAILURE TO RESPOND TO THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.

A copy of the mailing used by defendants to solicit North Carolina consumers into the defendants' debt program is attached as Exhibit A and incorporated herein. (See also Affidavit of Gloria Tate-Keith, attached as Exhibit 2 to Plaintiffs' Motion for a Temporary Restraining Order and Preliminary Injunction.)

20. The defendants have also mailed solicitations to consumers in North Carolina on letterhead titled "NORTH CAROLINA LEGAL ADVOCATES – A PROFESSIONAL ORGANIZATION", suggesting that they are attorneys and can provide legal assistance to consumers who may be sued by their creditors. A header on the letter solicitation states that the defendants are "State of North Carolina Licensed," and the bottom of the letter reads "Raleigh Office" with a phone number. The letter claims that it is a "PRIVILEGED AND CONFIDENTIAL COMMUNICATION" and that the defendants are "reaching out" to help the consumer

"avoid any pending legal action from your creditors, which could result in wage garnishment, levy of funds from your bank accounts or liens placed against your person or property. Our organization will help you fight to stop these actions."

(Emphasis in original.) The letter further states that North Carolina Legal Advocates "does not charge a fee for its services." (Emphasis in original.) All of these representations by the defendants are false – as, among other things, the defendants are not attorneys; they are not

licensed in North Carolina; they do not have a North Carolina office; and the defendants do charge fees for their services. A copy of such a solicitation sent by the defendants, or on behalf of the defendants, to North Carolina consumers is attached as Exhibit B and incorporated herein. (See also Affidavit of David C. Evers, attached as Exhibit 12 to Plaintiffs' Motion for a Temporary Restraining Order and Preliminary Injunction.)

21. On its websites, World Law expressly offers debt settlement services under what it describes as "attorney-based debt negotiation." For example, on its website www.worldlawdebtsettlement.com, World Law represents that it provides legal services in connection with its debt settlement services, including the following legal services: "Contract Review; Attorney letters of representation sent to creditors; Pre-Bankruptcy screening and analysis; Fair Debt Collection Practices Act education course and collection of violation incidents, and Litigation preparedness program including evaluation of effective creditor collection options." On its website www.worldlawdirect.com, World Law also offers to provide legal advice to consumers through "World Law Direct" whether or not the consumer is participating in World Law's debt settlement program. Copies of several pages from the defendants' websites are attached as Exhibit C and incorporated herein.

22. When consumers call in response to the defendants' deceptive solicitations and advertisements, consumers speak with an "enrollment specialist" of World Law, who is a sales agent. Among other statements, the defendants and their agents routinely tell consumers that, if they enroll in World Law's debt settlement program, World Law's "attorneys" will contact consumers' unsecured creditors to negotiate substantially reduced settlements of the consumer's credit card debts. The defendants and their agents tell consumers that: (i) World Law is highly

experienced and successful in negotiating and reducing consumers' debts; (ii) the consumer will be represented by a law firm with practicing attorneys throughout the country and in North Carolina; (iii) World Law's debt settlement program will reduce the consumer's debts by at least 40% and possibly as much as 67%; (iv) the consumer's monthly payments may be reduced by as much as 60%; and (v) consumers can become totally debt free in as little as two to four years without filing for bankruptcy. As set forth in further detail below, these representations by defendants and their agents are false.

23. The defendants and their agents routinely advise prospective consumer customers that a local attorney will provide them with legal advice regarding their debt situation; that defendants' program will reduce harassing calls by consumers' creditors because consumers will be represented by legal counsel; that World Law's attorneys will "handle everything" and will "be there" for the consumer; and that World Law will provide them with legal representation in the event they are sued. All of these representations are false.

24. Upon information and belief, the defendants' "enrollment specialists," or sales agents, are paid on commission based on the number of consumers they enroll and the fees they generate for World Law; therefore, consumers are heavily pressured to enroll in the defendants' program. Upon information and belief, the defendants' "enrollment specialists" have no significant training, experience or expertise in the areas of credit counseling, debt settlement, or bankruptcy law. Instead, the defendants' agents are primarily directed to sell World Law's debt settlement program without analyzing the consumer's financial situation and without determining whether a debt settlement program is appropriate for the consumer's particular financial circumstances.

25. If a consumer expresses an interest in World Law's debt settlement program, the enrollment specialist sends the consumer a contract called a "Client Services Agreement" by e-mail if the consumer has a computer or computer access, and the consumer is instructed to electronically sign the agreement immediately. As a result, most consumers are not given an opportunity to fully review World Law's contract before signing it, and consumers rely upon the oral representations made to them by World Law's enrollment specialists.

B. The Operation of the Defendants' Debt Settlement Scheme

26. The first paragraph of the defendants' "Client Services Agreement" states that it is an agreement between the consumer and "World Law Debt." Upon information and belief, "World Law Debt" does not exist as a legal entity; and World Law Debt is not a law firm authorized to practice law in the State of North Carolina or in Texas. The Agreement further states that "World Law Debt" is "the marketing and client assistance division of World Law Group." Upon information and belief, "World Law Group" does not exist as a legal entity; and "World Law Group" is not a law firm authorized to practice law in North Carolina or in Texas. Nonetheless, the Agreement claims that "World Law Group" is the "law firm" that provides "the network, state and federal representation" to consumer clients. Specifically, the first paragraph of the defendants' "Client Services Agreement" provides in part:

CLIENT acknowledges that several members of the World Law Debt staff or other independent contractors may assist in handling this matter. CLIENT further acknowledges that all obligations of the attorney herein may be executed by the assigned Attorney, World Law Debt staff, or duly authorized independent contractors as law permits. Client understands that World Law Debt is the marketing and client assistance division of World Law Group. World Law Group is the law firm that provides the network, state and federal attorney representation to the undersigned of this agreement.

A copy of the defendants' "Client Services Agreement" is attached as Exhibit D and incorporated herein.

27. Paragraph 4 of the defendants' "Client Services Agreement" states that World Law Debt will provide "bundled legal services during the first 30 days of enrollment," which are defined in the Agreement as "contract review, insolvency analysis, pre-bankruptcy screening and analysis, coverage of self BK program, Fair Debt Collection Practices Act education course and collection of violation incidents, litigation preparedness program including evaluation of effective creditor collection options, and delivery of forms from the World Law Debts library of legal forms and information."

28. Paragraph 6 of the defendants' "Client Services Agreement" provides that World Law Debt will provide "debt negotiations and settlement services on behalf of CLIENT."

29. When a consumer agrees to enter World Law's debt settlement program, World Law requires the consumer to provide the consumer's bank account number and to authorize an electronic debit from the consumer's bank account on a monthly basis by automatic bank draft. The amount of the consumer's monthly payment is determined by the amount of debt that the consumer places into World Law's debt settlement program. North Carolina consumers' monthly payments into World Law's debt settlement program range from a low of approximately \$95.00 per month to a high of \$3,500.00 per month, with most consumers' payments ranging between \$350.00 to \$575.00 per month.

30. When consumers enroll in World Law's program, World Law instructs consumer customers to stop all communications with their creditors, to stop paying on their debts, and to pay into the World Law program instead. World Law's representatives assure consumers that

World Law is highly experienced at debt settlement negotiations, and that World Law will handle all communications, including debt settlement negotiations, with consumers' creditors on their behalf.

31. World Law informs consumers that their monthly payments will be placed into an account located at a third party bank on behalf of the consumer and accumulated for payment to the consumer's creditors. Consumers' funds are debited from the consumer's bank account by defendant Global Client Solutions, LLC ("Global"). Defendant Global is a third party payment processor and acts as an escrow agent. Global debits consumers' bank accounts on a monthly basis and places those funds in a "special purpose account" in the consumer's name in a third party bank. If and when settlements are reached, defendant Global disburses payment to the consumer's creditor from the consumer's special purpose account.

32. Under its Client Services Agreements with consumers, World Law is authorized to collect its fees from consumers' deposits in advance before any settlements are negotiated or obtained. Accordingly, when defendant Global debits consumers' monthly payments from consumers' personal bank accounts, defendant Global immediately disburses World Law's fees to World Law pursuant to World Law's instructions to defendant Global.

33. World Law charges consumers grossly exorbitant fees for its debt settlement services that range from approximately **20% of the consumer's unsecured debt to as high as 39% of the consumer's unsecured debt**. Thus, in a typical example, a consumer who complained to the Attorney General's Office had approximately \$26,600 in credit card debt. World Law's projected fees for its debt settlement services totaled more than \$8,000, which represented 29% of the consumer's credit card debt.

34. World Law's "Client Services Agreement" sets forth a confusing panoply of fees, including: (i) a "one time Attorney initial fee" of \$199.00; (ii) a purported "bundled legal services fee," which is based on the amount of the consumer's debt (and monthly payment), and which is deemed to be "earned" by World Law "within the first 30 to 60 days" although virtually no consumers' debts are settled in the first 30 to 60 days; (iii) a "debt settlement legal fee," which is represented to be a "flat fee for prorated debt settlement legal services"; and (iv) a "monthly attorney fee" of \$84.95. In addition, consumers are charged a one-time bank set up fee of \$5.00, plus a monthly fee of \$9.95, which is paid to defendant Global.

35. Notwithstanding this exorbitant and confusing fee structure, when "enrollment specialists" enroll customers into World Law's program, these sales agents rarely, if ever, fully explain World Law's fees to consumers, nor do the sales agents explain that World Law collects a substantial portion of its fees in advance, before World Law engages in any negotiations with consumers' creditors and before any settlements are reached.

36. As a result of defendants' front-loaded fee collection, typically little or no funds are accumulated in the consumer's account to offer creditors during the first few months a consumer participates in World Law's program. Further, because of defendants' punitive front-loaded fee collection scheme, typically consumers must remain in World Law's program for at least one to two years before amassing sufficient moneys to fund substantial settlements with creditors.

37. After consumers enroll in World Law's program, the defendants have very little further contact with consumers. The defendants typically do not provide consumers with periodic reports or other information about World Law's communications with consumers'

creditors, other than sending consumers a copy of a form “Notice of Representation” letter sent to consumers’ creditors. After consumers enroll in World Law’s program, consumers often find it difficult to obtain information about the status of settlement activities. Further, as reported by creditors’ attorneys in North Carolina and by consumers, defendants almost never engage in settlement negotiations with consumers’ creditors as promised. See Affidavit of attorney Michael B. Stein, attached as Exhibit 9 to Plaintiffs’ Motion for a Temporary Restraining Order and Preliminary Injunction and incorporated herein.

38. Many consumers are led to believe by the defendants that when they enter World Law’s program, World Law will immediately contact their creditors, negotiate settlements, and begin paying their creditors. However, due to World Law’s front-loading of its fees, consumers rarely have available funds in their accounts with which to pay creditors unless they remain in the program for at least one to two years. As a result, despite its representations, World Law makes no meaningful efforts to reach settlements with consumers’ creditors, and World Law is typically unable to reach settlements with creditors.

39. Because World Law instructs consumers to stop making monthly payments to their creditors – and because consumers cannot afford to pay both World Law and their creditors – consumers’ debts continue to increase while they are in World Law’s debt settlement program due to fees and additional interest charges assessed by their creditors.

40. World Law’s debt settlement program places consumers at significantly greater risk of being sued by their creditors. Indeed, World Law’s instructions to consumers to stop communicating with their creditors, stop paying their creditors, and let World Law “handle everything” causes numerous creditors to resort to legal action, which is what many consumers

are seeking to avoid when they enter the defendants' program.

41. Upon information and belief, the defendants' debt settlement program is managed and administered entirely by employees and contractors of the defendants, and these employees and contractors are not attorneys. Despite leading consumers to believe that their debt-settlement program is attorney-based, there are virtually no attorneys employed or affiliated with World Law who conduct debt settlement negotiations on behalf of consumers.

42. Despite the defendants' claims that they are a "law firm" with "local attorneys," World Law does not employ any North Carolina-licensed attorneys who assess North Carolina consumers' debt situation, conduct debt settlement negotiations, or otherwise represent or perform services on behalf of any North Carolina consumers. Upon information and belief, no North Carolina consumer has ever talked with or communicated with a North Carolina licensed attorney affiliated with World Law, and World Law does not provide North Carolina consumers with the name of any North Carolina licensed attorney who is affiliated with World Law and who will perform services on behalf of the consumer.

43. The defendants have fraudulently listed the names of North Carolina-licensed attorneys on World Law's letters of representation to consumers' creditors – without the consent or knowledge of the North Carolina attorneys – in an attempt to mislead consumers and creditors into believing that a local attorney is involved and is representing the consumer, but such representations are false. This fact is evidenced by a letter sent by World Law Processing's Chief Operations Officer Dave Klein to the North Carolina Attorney General's Office in response to a consumer complaint about World Law submitted to the Attorney General's Office. Chief Operations Officer Klein responded to the complaint by contending that the North

Carolina consumer “had agreed to the representation by our attorneys.” Chief Operations Officer Klein further contended that the defendants’ representation was evidenced by copies of “Notice of Attorney Representation” letters, which were submitted with World Law’s response. The letters of representation sent by World Law to the consumer’s creditors and provided by World Law listed the name of an attorney, a Richard B. Sorrell, as a cc on the letters and, after Mr. Sorrell’s name, stated “North Carolina.” Further investigation by the Attorney General and the State Bar revealed that Mr. Sorrell was licensed in North Carolina. However, upon being contacted, Mr. Sorrell attested that he had never worked with or for World Law; that he had never represented the named consumer; and that he had never been contacted by World Law, and had never authorized World Law to use his name. A copy of Mr. Klein’s letter to the Attorney General’s Office; World Law’s purported “Notice of Attorney Representation” containing Mr. Sorrell’s name; and Mr. Sorrell’s affidavit attesting to World Law’s use of his name without his knowledge or consent; are attached as Exhibit E and incorporated herein.

44. When consumers are sued by their creditors, World Law prepares form pleadings which World Law e-mails to consumers and instructs them to file *pro se* with the court. None of the pleadings provided to World Law customers have been prepared by an active member of the North Carolina State Bar. Among other documents, World Law has prepared and sent North Carolina consumers form answers, responses to discovery, and affidavits in reply to plaintiff-creditors’ motions for summary judgment.

45. These pleadings and documents prepared by the defendants on behalf of North Carolina consumers assert patently frivolous defenses and assert claims which have no evidentiary or factual basis. For example, World Law has routinely instructed consumers to

answer that they never opened the credit card account at issue, even though the consumers previously did not dispute that they owed the debts, and in fact, had instructed World Law to settle the same debts. Similarly, World Law has routinely instructed consumers to assert to the court that the plaintiff-creditors and their attorneys “are under investigation by state and federal authorities for robo-signing.”

46. The defendants have caused virtually identical frivolous and baseless pleadings to be filed in more than 120 cases brought by creditors against World Law’s customers that have pended or are currently pending in North Carolina district courts. At the instruction of World Law, consumers often appear in court proceedings, but the consumers are often disappointed to find that no one from World Law is in court to represent them; the consumers do not understand the substance of the documents prepared by World Law and, upon questioning by the court, concede that the assertions made by World Law in the documents are untrue. In at least one such action filed by Citibank against a World Law customer, in an order issued on April 25, 2013, District Court Judge Meredith Shuford in Cleveland County observed that World Law had caused numerous identical filings to be made in other cases throughout the State in bad faith and sanctioned the consumer debtor, ordering the consumer to pay Citibank an additional \$500.00 in sanctions, in addition to costs and attorney’s fees awarded with the judgment. See Order Granting Plaintiff’s Motion For Sanctions, attached as Exhibit F and incorporated herein.

47. By leading consumers to believe that they are attorneys and that World Law will represent them if they are sued, and by preparing ineffectual and baseless pleadings for consumers to file *pro se*, consumers are induced by World Law to remain in the program and continue making their monthly payments to World Law after they are sued by their creditors,

thereby further depriving consumers of funds that could be used to pay their debts or settle with their creditors. Upon information and belief, no North Carolina consumers have successfully challenged legal actions brought by their creditors by filing *pro se* pleadings prepared by World Law.

48. Because World Law fails to render any beneficial services to consumers, many consumers drop out of World Law's program after a few months. When consumers terminate World Law's debt settlement program, World Law refuses to provide consumers with refunds of the advance fees World Law has collected.

49. World Law fails to adequately disclose to consumers, either orally and/or in its contracts with consumers, the following material facts regarding its debt settlement program: (a) the vast majority of the consumer's initial payments will be paid to World Law as World Law's fees; (b) consumers must pay into World Law's program for a long period, typically at least one to two years, before there will be sufficient funds in the consumer's account to offer meaningful settlements to consumers' creditors; (c) most creditors will be paid nothing by World Law for at least a year or more, if anything is paid at all; (d) consumers are at significantly greater risk of being sued by their creditors after joining World Law's debt settlement program; (e) most consumers drop out of World Law's debt settlement program before any accounts are settled; and (f) when consumers drop out of World Law's program, consumers often lose most, if not all, of the money they paid as World Law appropriates their funds as World Law's fees.

50. World Law has obtained very few settlements on behalf of North Carolina consumers with consumers' creditors. Further, World Law has disbursed only a small portion of the money World Law has collected from North Carolina consumers to consumers' creditors,

and, instead, World Law has retained most consumers' moneys as the defendants' fees.

According to account statements issued by defendant Global, which processes consumer payments on behalf of World Law and disburses funds to consumers' creditors, from October 2010 through February 17, 2013, the latest date for which the Attorney General has payment records, **at least 813 North Carolina consumers have paid more than \$4,105,681.34 into World Law's debt settlement program** for settlement of their debts. Of this amount, **World Law has already appropriated more than \$2,643,341.24 for itself as its fees, accounting for more than 64% percent of North Carolina consumers' payments.** Further, of this amount, only \$527,328.04, or less than 13 percent of consumers' funds, has actually been disbursed to consumers' creditors as settlement payments. (See Affidavit of Michael Ramaikas, attached as Exhibit 10 to Plaintiffs' Motion for a Temporary Restraining Order and Preliminary Injunction.)

51. The experience of consumer Eva Wamagata is typical of customers of World Law. (See Affidavit of Eva Wamagata, attached as Exhibit 1 to Plaintiffs' Motion for a Temporary Restraining Order and Preliminary Injunction.) Ms. Wamagata, who lives in Carrboro, incurred debts in an effort to start her own business which ultimately failed, and she then enrolled in nursing school. In 2011, while watching a televangelist television show, she saw a commercial for a company called Christian Debt Counselors, which stated that it helped consumers get out of debt and avoid bankruptcy. When Ms. Wamagata called the advertised telephone number, she was told that her debt, which was approximately \$17,444, was too high for their program, but she was given the telephone number for World Law and advised to call them.

52. Ms. Wamagata called World Law and reached an enrollment specialist who told

her that World Law provided “attorney-backed debt settlement solutions.” The World Law representative told Ms. Wamagata that she would be assigned to a North Carolina licensed attorney who would negotiate settlements with her creditors for substantially reduced amounts, which would save her a lot of money and reduce her monthly payments to her creditors. The representative assured Ms. Wamagata that World Law would begin negotiating with her creditors “right away,” she did not need worry about anything, and that she would be debt free in 42 months.

53. Assured by the representative that World Law’s attorneys were experts in debt relief and that she would be debt-free in several years, Ms. Wamagata signed up, and beginning in September 2011, paid \$332.67 into World Law’s program each month. Shortly afterwards, Ms. Wamagata’s creditors began calling her. Ms. Wamagata repeatedly called World Law after receiving these calls, and each time a World Law representative would instruct her not to communicate with her creditors, that she needed to continue making her payments, and that World Law would “handle the rest.”

54. In May 2012, Ms. Wamagata was sued by Citibank for the amount of \$11,840.00. Extremely worried, Ms. Wamagata called World Law and sent World Law a copy of the complaint. A “legal assistant” for World Law instructed Ms. Wamagata that the summons would be given to an attorney, but Ms. Wamagata was never provided with the purported attorney’s name. The “legal assistant” informed Ms. Wamagata that an attorney would call her before her court date to advise her. Despite Ms. Wamagata’s repeated attempts to contact World Law, no attorney or anyone else contacted her, and a default judgment was entered against her on July 6, 2012. When she received the default judgment, Ms. Wamagata did not understand it, and

contacted World Law for assistance. Two months after the entry of the default judgment, in September 2012, the “litigation department” of World Law e-mailed Ms. Wamagata an “Answer” to the Complaint, as well as a “Motion to Set Aside Default Judgment,” which World Law instructed Ms. Wamagata to file with the court. On the night before her court appearance, Ms. Wamagata was contacted by a man named “Greg” from World Law, who did not provide his last name but represented that he was an attorney licensed in Texas. “Greg” told Ms. Wamagata to tell the court that she did not have a Citibank credit card, and that the company had misstated its place of business as North Dakota instead of South Dakota. Ms. Wamagata asked “Greg” why an attorney would not go to court with her, but “Greg” instructed her that she “did not need one” and that “having an attorney would make [her] creditors think [she] had a lot of money and was just refusing to pay what [she] owed.” After appearing in court the next day, the judge denied Ms. Wamagata’s motion. Feeling betrayed, Ms. Wamagata tried several times to reach “Greg” after she got home, but her calls were never returned.

55. Over the course of ten months, Ms. Wamagata paid World Law ten monthly payments for a total of \$3326.70 to settle her debts. After no debts were settled and after a default judgment was entered against her, in November 2012, Ms. Wamagata cancelled the program, and received a refund of a mere \$168.70, which was issued by defendant Global.

56. Many North Carolina consumers have had similar experiences as Ms. Wamagata. The affidavits of eight North Carolina consumer victims of World Law, namely, James Adams, Frank Allen, Betty Lowder, Larry Norvell, Rebecca Szalaj, Gloria Tate-Keith, and Eva Wamagata, are attached as exhibits to the Plaintiffs’ Motion for a Temporary Restraining Order and Preliminary Injunction, together with the affidavit of attorney Michael Stein; and the

affidavits of paralegal Carol Jackson, consumer specialist David Evers, and investigator Michael Ramaikas, all with the North Carolina Attorney General's Office; all of which are incorporated herein.

57. The North Carolina Attorney General issued a notice to World Law on April 11, 2011, demanding that it cease and desist from unlawful debt settlement activities in North Carolina. The North Carolina State Bar issued a cease and desist letter to World Law on May 7, 2012, demanding that World Law cease and desist from the unauthorized practice of law in North Carolina. Copies of the Attorney General's and State Bar's cease and desist letters to World Law are attached as Exhibit G and are incorporated herein. Notwithstanding this notice, World Law failed to meaningfully respond and has continued its unlawful activities unabated in this State.

IV. CLAIMS FOR RELIEF

COUNT I: **VIOLATIONS OF THE NORTH CAROLINA DEBT ADJUSTING LAW:** **N.C. GENERAL STATUTE § 14-423, et seq.**

58. The plaintiffs reallege and incorporate herein the allegations of paragraphs 1 through 57 above.

59. The defendants are engaged in illegal "debt adjusting" services as that term is defined in Article 56 of Chapter 14 of the North Carolina General Statutes. Specifically, N.C. Gen. Stat. § 14-423(2) defines "debt adjusting" in pertinent part:

"Debt adjusting also includes the business or practice of debt settlement ... whereby any person holds himself or herself out as acting for consideration as an intermediary between a debtor and the debtor's creditors for the purpose of reducing, settling, or altering the terms of the payment of any debt of the debtor,

whether or not the person distributes the debtor's funds or property among the creditors, and receives a fee or other consideration for reducing, settling, or altering the terms of the payment of the debt in advance of the debt settlement having been completed or in advance of all the services agreed to having been rendered in full."

60. The activity of "debt adjusting" is prohibited by N.C. Gen. Stat. § 14-424, which provides that "[i]f any person shall engage in, or offer to or attempt to, engage in the business or practice of debt adjusting, or if any person shall hereafter act, offer to act, or attempt to act as a debt adjuster, he shall be guilty of a Class 2 misdemeanor."

61. The defendants' offering and purported rendering of debt settlement services to North Carolina consumers is in direct violation of North Carolina's debt adjusting statute. The defendants have engaged, and are engaging in a business or practice in which the defendants hold themselves out as acting or offering or attempting to act, for consideration, as an intermediary between North Carolina consumer debtors and their creditors for the purpose of reducing, settling, or altering the terms of payment of North Carolina debtors' debts; and the defendants receive advance fees from consumers for debt settlement services.

62. N.C. Gen. Stat. § 14-426 provides for certain, limited exemptions to the statute, including an exemption for attorneys that are "licensed to practice in this State who [are] not employed by a debt adjuster." The defendants do not qualify for this exemption or any other statutory exemption, as the defendants are not licensed to practice law in this State and the debt settlement services, if performed, are performed by the defendant debt adjusters and not by any North Carolina licensed attorney.

63. Pursuant to N.C. Gen. Stat. § 14-425, the Attorney General is entitled to injunctive relief to restrain the defendants from further violations of the law, to the refunding of

all fees unlawfully collected by the defendants from North Carolina debtors, and to the appointment of a receiver to assist in the recovery of funds unlawfully collected and held by the defendants.

COUNT II:
VIOLATIONS OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE TRADE
PRACTICES ACT:
N.C. GENERAL STATUTE § 75-1.1

64. The State incorporates herein by reference paragraphs 1 through 63 above.

65. In the course of soliciting and promoting their debt settlement services to North Carolina consumers, in entering into agreements with North Carolina consumers to provide such purported services, and in failing to meaningfully perform such services, the defendants have engaged in unfair and deceptive acts and practices in trade or commerce in violation of N.C. Gen. Stat. § 75-1.1.

66. The defendants are engaged in trade or commerce in this State and are not exempt as attorneys from the coverage of N.C. Gen. Stat. § 75-1.1 because the defendants are not licensed to practice law in North Carolina; the defendants are engaging in an unlawful business activity expressly prohibited in this State; and the defendants do not operate World Law as a bona fide law firm but as a cover for their unlawful debt adjusting business.

67. The defendants' unfair or deceptive acts and practices include, but are not limited to, the following:

(A) Engaging in debt adjusting activities, as set forth above, which are specifically prohibited by North Carolina law;

(B) Making deceptive and misleading representations to consumers, including

but not limited to the following acts and practices by defendants:

- (i) Using solicitations to lead consumers to believe that World Law is affiliated with a government program, including misleading references to participation in the “2010 U.S. Federal Stimulus Package”;
- (ii) Falsely representing that the defendants’ debt settlement program is highly successful, that the defendants will reduce consumers’ unsecured debts by more than 50 percent, and that consumers will be able to avoid bankruptcy through the defendants’ program, when, in actuality, the defendants do not settle most consumers’ debts, most consumers’ debts are not reduced, very few consumers successfully complete the defendants’ program, and the defendants’ program usually fails, causing some consumers to file for bankruptcy;
- (iii) Representing that the defendants’ debt settlement program is consumers’ best option for debt relief; when, in reality, other options, such as credit counseling and bankruptcy, are far more reliable and suitable for consumers;
- (iv) Representing that the defendants have special expertise in debt negotiations and settlement, when the defendants have no such special expertise, and consumers are more likely to obtain reduced settlements with their creditors through their own efforts than

through the defendants' efforts, if any;

- (v) Representing to consumers that the defendants will provide a "local attorney" and that they will provide "legal advice" to consumers pertaining to debt collection or debt settlement; when the defendants are not licensed to practice law in North Carolina, the defendants do not provide "legal advice" to consumers pertaining to debt collection or debt settlement, and when such advice is rendered, it is ineffectual and harmful, and the defendants do not provide actual legal representation to consumers;
- (vi) Representing that the defendants will promptly begin contacting and negotiating with consumers' creditors shortly after consumers enroll in defendants' debt settlement program; when, in fact, the defendants typically do not negotiate with consumers' creditors until consumers have been in the defendants' program for many months, if at all;
- (vii) Failing to adequately disclose to consumers the amount of the defendants' fee and that the defendants collect a substantial portion of their fees in advance, leaving consumers with minimal funds with which to settle with creditors;
- (viii) Representing to consumers that the defendants will keep consumers informed of defendants' actions on consumers' behalf, and representing that the defendants are available to respond to

consumers' inquiries; when the defendants typically do not provide consumers with information about the defendants' actions and do not respond to consumers' questions regarding their debt settlement program;

(ix) Failing to inform consumers that some creditors refuse to negotiate with the defendants or refuse to negotiate with debt settlement entities;

(x) Failing to adequately inform consumers that they face a higher degree of risk of being sued by their creditors as a direct result of their participation in the defendants' debt settlement program due to the defendants' instructions to consumers to cease making payments to their creditors; and

(xi) Failing to adequately inform consumers that their debts may significantly increase as a direct result of their participation in the defendants' debt settlement program because of creditors' assessment of finance charges and other fees due to the defendants' instructions to consumers to cease making payments to their creditors;

(C) Offering and engaging in a debt settlement or debt adjusting program through defendant World Law that, in substance, is grossly unfair and injurious to consumers, in that, among other things:

(i) World Law charges an extraordinarily high fee for its purported

services, which fees the defendants collect in advance of settling any debts and which the defendants retain for their own benefit, without, in many instances, providing any services for consumers;

- (ii) Defendant World Law purports to be a division of the law firm World Law Group, and represents that it provides legal representation to consumers, and purports to provide legal advice for creditors' lawsuits, when World Law Group is not a law firm and does not provide legal representation in this State;
- (iii) World Law advises consumers to cease paying legal obligations to their creditors and to cease communicating with their creditors;
- (iv) The defendants retain unlawful fees and fail to provide refunds to consumers even when the defendants have performed no useful services for such consumers; and
- (v) The defendants perpetrate a program that is substantially deleterious to the credit standing and the economic and legal standing of consumers.

COUNT III
UNAUTHORIZED PRACTICE OF LAW:
N.C. GENERAL STATUTE §§ 84-4 and 84-5

68. Paragraphs 1 through 67 are incorporated as if set out fully herein.

69. By engaging in the foregoing activities, defendants have engaged in the practice of law in North Carolina in violation of N.C. Gen. Stat. §§ 84-4 and 84-5 by:

- (A) Advertising and holding out to the public that World Law and/or its

officers, agents, or employees can and will provide legal services or lawyers for consumers in North Carolina who subscribed to World Law's services;

(B) Advertising and holding out to the public that World Law Group is a law firm or has attorneys authorized to practice law in North Carolina;

(C) Representing that they are qualified and able to provide legal services, including but not limited to debtor-creditor services, to North Carolina consumers;

(D) Entering into agreements with North Carolina consumers to provide legal services;

(E) Preparing or providing legal pleadings for use by its customers in North Carolina; and

(F) Providing legal advice to its customers for use in North Carolina.

70. Pursuant to N.C. Gen. Stat. § 84-37(a) and (b), the North Carolina State Bar has the right to seek a preliminary and permanent injunction to restrain the commission or continuance of acts by defendants which constitute violations of the laws and statutes applicable to the unauthorized or unlawful practice of law.

PRAYER FOR RELIEF

WHEREFORE, the State of North Carolina, through its Attorney General, and the North Carolina State Bar pray the Court for the following relief:

A. That the defendants, their members, officers, employees, and agents be temporarily restrained and preliminarily and permanently enjoined from:

(1) Advertising, offering, soliciting, or entering into contracts with North Carolina consumers for unlawful debt adjusting, including debt settlement

services, in violation of North Carolina's Debt Adjusting law, N.C. Gen. Stat. §§ 14-423, *et seq.*;

(2) Soliciting or collecting any monies from North Carolina consumers for debt adjusting services, in violation of the Debt Adjusting law, N.C. Gen. Stat. §§ 14-423 and 14-424;

(3) Engaging in unfair or deceptive trade practices in the offering or conduct of their debt settlement services, in violation of N.C. Gen. Stat. § 75-1.1;

(4) Holding out, expressly or implicitly, or representing to the public by advertising, promotional materials, internet sites, or otherwise, that defendants may provide legal services or may otherwise engage activities constituting the practice of law in North Carolina;

(5) Holding out, expressly or implicitly, or representing to the public by advertising, or otherwise, that defendants may prepare legal documents for use in North Carolina for any person, firm, or corporation;

(6) Holding out, expressly or implicitly, or representing to the public by advertising or otherwise that defendants are a law firm or have licensed attorneys who will provide services to North Carolina consumers;

(7) Preparing or assisting in the preparation of any legal documents for North Carolina consumers, including but not limited to court pleadings of any nature;

(8) Giving or offering to give legal advice to North Carolina consumers about any legal matter, through its website or otherwise, with or

without a fee;

(9) Advising any North Carolina consumer that handling debts in the manner recommended by defendants will legally protect the consumer; and

(10) Disposing of any funds unlawfully collected as fees from North Carolina consumers.

B. That a receiver be appointed pursuant to N.C. Gen. Stat. § 14-425 to gain control of assets received and retained by defendants as a result of their unlawful debt adjusting activities in this State;

C. That the defendants be ordered to refund all sums collected from North Carolina consumers resulting from the defendants' violations of the Debt Adjusting law and N.C. Gen. Stat. § 75-1.1, pursuant to N.C. Gen. Stat. §§ 14-425 and 75-15.1;

D. That to preserve assets for the payment of restitution to North Carolina consumers, that funds in bank accounts controlled by World Law be ordered frozen and the defendants restrained from withdrawing any funds required to pay such restitution without court approval;

E. That defendant Global be restrained from disbursing any fees or other consideration to the World Law defendants out of any funds deposited by or collected from North Carolina consumers;

F. That the defendants' existing agreements or contracts with North Carolina consumers be cancelled pursuant to N.C. Gen. Stat. §§ 14-425 and 75-15.1;

G. That the defendants be ordered to pay appropriate civil penalties pursuant to N.C. Gen. Stat. § 75-15.2;

- H. That the State be awarded costs of this action and reasonable attorneys fees; and
I. That the Court award such other and further relief as may be just and proper.

This the 22nd day of May, 2013.

STATE OF NORTH CAROLINA
ex rel. ROY COOPER, Attorney General

By: 
M. Lynne Weaver
N.C. Bar No. 19397
Assistant Attorney General
North Carolina Department of Justice
P.O. Box 629
Raleigh, NC 27602
Tel: 919-716-6000
Fax: 919-716-6050
E-mail: lweaver@ncdoj.gov

THE NORTH CAROLINA STATE BAR

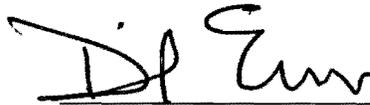
By: 
David R. Johnson, Deputy Counsel
N.C. Bar No. 8337
P.O. Box 25908
Raleigh, NC 27611
Tel: 919-828-4620, ext. 230
E-mail: djohnson@ncbar.gov

STATE OF NORTH CAROLINA
COUNTY OF WAKE

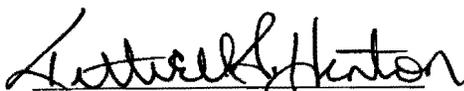
VERIFICATION

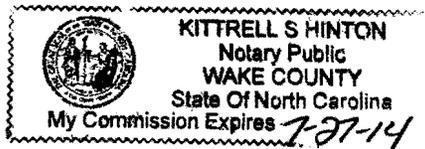
David C. Evers, being first duly sworn, deposes and says:

That he is a Consumer Protection Specialist employed by the North Carolina Department of Justice and that he is authorized to make this Verification; that he assisted in the Department of Justice's investigation of the named defendants; that he has read the foregoing Complaint, and that upon his information and belief, the matters and things alleged therein are true.

 5/21/13
David C. Evers Date

Sworn and subscribed before me
this 21st day of May, 2013.


Notary Public



My Commission Expires: July 27, 2014

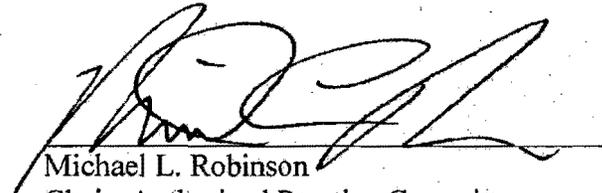
NORTH CAROLINA)
)
FORSYTH COUNTY)

Affidavit

I, Michael L. Robinson, being first duly sworn, depose and say as follows:

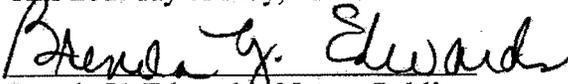
1. I am the current Chair of the Authorized Practice Committee of the North Carolina State Bar.
2. I certify that the foregoing Complaint is authorized by appropriate action of the Authorized Practice and the Executive Committees of the North Carolina State Bar in accordance with the rules of governing the North Carolina State Bar.

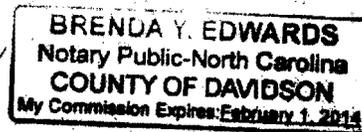
This the 20th day of May, 2013.


Michael L. Robinson
Chair, Authorized Practice Committee
North Carolina State Bar

Sworn to and subscribed before me

This 20th day of May, 2013.


Brenda Y. Edwards - Notary Public



My Commission Expires: 2-1-2014

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

FILE NO: 13 CVS

FILED
2013 MAY 22 AM 11:40
WAKE COUNTY, N.C.S.C.

STATE OF NORTH CAROLINA, *ex rel.*
ROY COOPER, Attorney General, and
THE NORTH CAROLINA STATE BAR,

Plaintiffs,

v.

SWIFT ROCK FINANCIAL, INC., d/b/a
WORLD LAW DEBT, a/k/a WORLD
LAW GROUP; ORION PROCESSING,
LLC, d/b/a WORLD LAW PROCESSING;
and DERIN SCOTT;

and

GLOBAL CLIENT SOLUTIONS, LLC;

Defendants.

COMPLAINT

I. INTRODUCTION

1. This is an action for preliminary and permanent injunctive relief to enjoin the defendants from engaging in the illegal business of debt adjusting in violation of North Carolina's Debt Adjusting Act, N.C. Gen. Stat. § 14-423, *et seq.*; from engaging in unfair and deceptive practices in violation of N.C. Gen. Stat. § 75-1.1; from engaging in the unauthorized practice of law in violation of N.C. Gen. Stat. §§ 84-2.1, 84-4 and 84-5; and to obtain restitution

Notice Date: 11/16/2012 File NO. 66111803095

Gloria Tatekeith
PO Box 21283
Durham, NC 27703-1283

Information Included is intended for:
Gloria Tatekeith
PO Box 21283
Durham, NC 27703-1283

To call for assistance:
1-(866)-496-9877 TOLL FREE
Operators are available to review your benefits Mon-Fri from 9AM to 9PM E.S.T. All Federal Holidays Observed.

You Must Respond To this Notice By

December 17, 2012

1. Why are you getting this notice?

You are hereby notified that benefits set aside, through the U.S. Federal Stimulus Package, in the name of *Gloria Tatekeith* are set to expire as of 12/17/2012 at 12 Midnight E.S.T. If said benefits have not been redeemed, the benefits for *Gloria Tatekeith* will be considered Unclaimed and that it is the intention of *Gloria Tatekeith* to not redeem set aside benefits. For questions regarding this notice, call 1-866-496-9877 prior to 12/17/2012.

The aforementioned Stimulus Package Benefits can be accessed for the sole utilization of resolving the past due, unsecured debt in the amount of \$53,387 which is currently filed against and reporting on Gloria Tatekeith's credit report and may be delinquent and past due. Please do not delay, call 1-866-496-9877 immediately to avoid loss of Benefits.

Summary of Proposed Changes

2012 Est. Current Past Due Debt Balances	\$53,387
New Interest Rate	0%
Reduced New Payment	\$735
Present Term	383 Months
Reduced New Term	48 Months

2. What steps should you take?

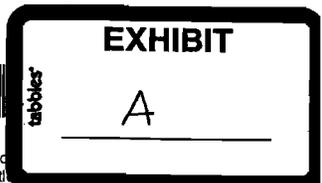
Certificate of Record and Benefits:

- ✓ 1 Payment per Month
- ✓ Immediate Reduction of Payments up to 60%
- ✓ No 3rd Party Fees
- ✓ Reduce Overall Debt by up to 67%
- ✓ Avoid Costly Debt Management Programs
- ✓ Elimination of Unsecured Debt in 24-48 months
- ✓ Stop Calls From Creditors & Collectors

3. What happens if you don't respond by

December 17, 2012

We will NOT send you another notice. This is your FINAL NOTICE of eligibility. FAILURE TO RESPOND TO THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.



NORTH CAROLINA LEGAL ADVOCATES

A PROFESSIONAL ORGANIZATION

TELEPHONE: 1-866-623-7436

State of North Carolina Licensed

FACSIMILE: 1-888-988-6626

12 1 *****3-DIGIT 272
████████████████████ 36729-4 GP
██████████ We ██████████ St
High Point, NC 27260-5447



PRIVILEGED AND CONFIDENTIAL COMMUNICATION

9/29/2012

File Number: 92913673

Via Facsimile & U.S. Mail

Re: Notice of Reduction for File Number 92913673

B ██████████,

This letter is to advise you that arrangements may be made with your creditors to eliminate creditor collection efforts, penalties and unnecessary interest charges. North Carolina Legal Advocates is not a collection agency; this is not an attempt to collect a debt. North Carolina Legal Advocates does not charge a fee for its services.

We are reaching out to you because your tri-bureau credit report reflects that you owe a combined total of \$28,054 to several credit card agencies. Unfortunately, your tri-bureau report also shows that you are not only late on your minimum payments, but also that your accounts have exceeded or are near their limits. Your creditors have taken action by increasing your interest rates. After reviewing your situation, and based on past results, it has been determined that you can resolve this distressed debt for \$8,977. For Immediate Assistance, Call 1-866-623-7436.

Additionally, we are reaching out, in order to help you avoid any pending legal action from your creditors, which could result in wage garnishment, levy of funds from your bank accounts or liens placed against your person or property. Our organization will help you fight to stop these actions. Call Now, Before Your Eligibility Expires on 10/29/2012.

Additional benefits include an Immediate Reduction of Payments by up to 60%, A Reduction of your Total Debt by 68% or More and Complete Elimination of your Credit Card Debt in 24 months or Less. Once and For All, Put a Stop To Collection Calls and Restore Your Credit Rating Upon Debt Satisfaction. You need, and will receive, the full support of our organization to put this behind you for good. You Have Options, Call 1-866-623-7436 Now!

Hours are Monday thru Friday from 9 AM to 7 PM Local Time. Call 1-866-623-7436 for details.

Raleigh Office

1-866-623-7436

1-888-988-6626 fax

EXHIBIT

B

WORLD LAW Debt Settlement

Home

About Us

Debt Options

Your Rights

How It Works

FAQ

Our Results

Contact Us

Submit Q

Call Toll Free 877-225-2501



Get Your FREE Quote Now

find out how much you can save in minutes!

First Name

Last Name

email

phone

- Select -

- Select -

GET DEBT RELIEF NOW >

Welcome to World Law Debt

If you're overwhelmed with debt and looking for debt relief, we're here to help. Our debt relief law firm is committed to helping consumers take control of debt and settle it quickly. We make it a point to understand all aspects of your financial situation. We then custom-fit a solution that is tailored to your debt needs. Our debt relief law firm consists of the nation's leading debt settlement attorneys, skilled debt analysts, expert debt negotiators, and a client driven team of customer care professionals. We provide:

- Monthly debt settlement payments designed to fit your budget
- Debt settlement consultations – and the results are real!
- Debt settlement on all unsecured debt including credit cards, medical bills, auto repossessions, and unsecured lines of credit

BEGIN ONLINE OR CALL NOW >

Client Results

Money Saving Results in Action:

Providian Bank settled at 25%
Owed: \$11465.10
Paid: \$2866.00

Home Depot settled at 25%
Owed: \$3543.51
Paid: \$887.53

HSBC Bank settled at 27%
Owed: \$24768.74
Paid: \$6750.00

Discover Card settled at 20%

VIEW OUR RESULTS >

tabbles

EXHIBIT

Debt Options



If you're looking for a way to get off the debt treadmill, take the time to weigh the pros and cons of your different options. It's important to note that there is no one-size-fits-all solution. Your resolution depends on your specific circumstances. We can help you figure out which choice is best for your particular situation.

[MORE >>](#)

Your Rights



Our summary of debt law will help you to become familiar with all of your rights and responsibilities as a debtor. If you don't know your rights, you don't have any! We can show you how debt collectors break the rules all the time.

[MORE >>](#)

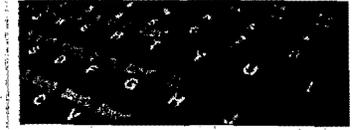
How It Works



The current state of our economy had detrimental effects on consumers, leading many to consider options such as debt settlement. If you are considering bankruptcy, or you're drowning in credit card, medical, or personal loan bills, we'll explain what debt settlement is, and how it works.

[MORE >>](#)

Debt Calculator



Find out how long it will take to become debt free. You can also see; A. How much you'll pay in interest by making just minimum monthly payments B. Debt consolidation C. Credit Counseling D. The World Law Debt solution

[MORE >>](#)

How Can We Help?

Contact Us

 877-255-2501

 info@worldlawdebtsettlement.com

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Call Toll Free 877-225-2501

1. Do Nothing

For most people this is not a very logical solution, it is still an option. However, selecting this route means you accept that you are losing a fortune in interest to the banks with no end in sight. We refer to this as "the credit treadmill". When only paying minimum payments, debts can often take 20 or more years to payoff. You pay out hundreds to thousands a month, only to have the majority go to interest. You'll as well see your principal balances go nowhere for years. We've discovered that thousands of Americans will rob Peter to pay Paul. That scenario means borrowing from one credit card to pay another in hopes that somehow in the near future you can get back on track. The results end up with a person deeper in debt with no hope in sight.

2. Attorney based Debt Settlement

With Attorney based debt negotiation, your accounts are settled without filing for bankruptcy. Many people who do not qualify for bankruptcy feel overwhelmed and think that there is no way for them to ever get out of debt. Once a creditor knows that you have a law firm representing you, they know that you're serious and refuse to deal with their hassling, harassment and abuse. Many creditors also fear that you may file for bankruptcy.

Most creditors, if handled properly by an Attorney, will accept a debt settlement for less than the balance owed. In most cases saving the debtor thousands of dollars and helping them become debt free in a fraction of the time they otherwise would have. But keep in mind that if you are current with your debts, then the creditors will only expect payment in full. Only when an account goes into default (past due status) will the creditor consider accepting less than the amount owed.

Rather than making monthly payments to your creditors, this option negotiates lump sum settlements with your creditors, frequently reducing your debts by up to 50% to 60% or more of your principal balances. This program usually takes only 1-3 years to complete, so this is a great option for people to rid themselves of debt in a relatively speedy manner.

A debt negotiation Attorney is a lawyer who specializes in debt reduction. There are times when the Attorney will advise a client to file for bankruptcy, but most of the time they will negotiate with your creditors to reduce your balances.

A major benefit of hiring a debt negotiation lawyer is that they have vast experience with getting a better deal with a creditor than you could get for yourself.

When to Use a Debt Negotiation Attorney

Debt negotiation attorneys are not the answer to every debt problem. If you want to use us to help you, the debt needs to be significant, usually in excess of \$10,000.

Your debt needs to be unsecured. Your car loan, for example, is a secured debt, because if you don't pay on the loan, your car can be repossessed. Your credit card debts are among unsecured debts, which will be collected aggressively by your creditors before they're finally willing to let them go.

Get Your FREE Quote Now

find out how much you can save in minutes!

First Name

Last Name

email

phone

- Select -

- Select -

[GET DEBT RELIEF NOW >](#)

Client Results

Money Saving Results In Action:

Chase Bank settled at 20%
Owed: \$10126.27
Paid: \$2532.00

US Bank settled at 25%
Owed: \$16281.88
Paid: \$4070.47

Chase Bank settled at 38%
Owed: \$3939.17
Paid: \$1491.72

Bank of America settled at 35%
Owed: \$18880.00

[VIEW OUR RESULTS >](#)

Examples of typical unsecured debts are;

Personal loans

Lines of credit

Credit cards

Payday advances

Subsidized student loans

Repossessed auto loan residual balance

Foreclosed home residual balance

Old utility bills

Medical bills

Collection accounts

For optimal results, you place a reasonable time limit. Are you planning to get a loan in the near future? Debt settlement takes some time to achieve a favorable negotiation outcome. If you set an unreasonable date to reach a debt settlement you've weakened your debt negotiation attorney's bargaining position significantly.

If your financial situation meets the above mentioned conditions then hiring a reputable attorney at the right time can help reduce your debts significantly. In addition, you can expect to relieve yourself of the stress caused by the debts.

3. Obtain a Debt Consolidation Loan.

You must have something valuable to attach as collateral for this to be an option. Many people will use their home equity for this purpose. This is often referred to as "debt conversion". You're not reducing your debt, just converting it from low-risk unsecured debt into high-risk securitized debt. Statistics show that a high percentage of people who acquire debt consolidation loans end up back where they were, deep in credit card debt within 5 years. Though this time, there is an additional secured payment that must be made on the consolidation loan. This option can, without financial diligence force a family into bankruptcy.

There exist unsecured debt consolidation loans which require no collateral, but most people that seek for this type of loan are denied because of their current debt to income ratio regardless of how good their credit is. Although you may think your credit is first-class because you've never missed a payment, there is another factor in play. The second important aspect of your credit score is your debt to credit limit ratio. If your debt exceeds 50% of your credit limit, it's too high. Despite the fact that your income may be high enough to handle the payment, you'll likely be denied.

4. Credit Counseling Services

Most credit counseling organizations are non-profit and funded in part by creditors. They are designed to have you make one monthly payment to their service, which they disperse to your various creditors. Occasionally creditors will reduce the interest rates on your accounts if you meet their requirements. It's of note that you're still paying back your entire balances plus interest, which can

often be the same as what you're paying now plus their monthly fees. Your creditors are not reducing any of your balances that you owe, just the interest.

If you miss a single payment, you can get be removed from their program by your creditors. Once removed from a credit counseling program, many creditors will not allow you to start another program for a year or more. That equates to more time for high interest to accrue on your debts, then you're back in their hands, harassing phone calls and all. The rigid structure of this type of program means that close to 75% of people who enroll into credit counseling services fail to ever complete them.

5. Bankruptcy

For most people, bankruptcy is considered a last resort option. It can appear on your credit report for up to 10 years, and is also a matter of public record for anyone to see for the remainder of your life. You must be aware that filing for bankruptcy means you will have to file in a court, and certain types of bankruptcies require a court-appointed trustee to control and oversee your estate. If you qualify for bankruptcy, you may as well be surprised that you may have to forfeit many of your assets. The 2005 Bankruptcy Act made changes to the law which made it very difficult for many Americans to totally wipe out their debts. In many cases you may have a court ordered repayment plan, which could be up to 60 months.

Debt Options



If you're looking for a way to get off the debt treadmill, take the time to weigh the pros and cons of your different options. It's important to note that there is no one-size-fits-all solution. Your resolution depends on your specific circumstances. We can help you figure out which choice is best for your particular situation.

MORE >>

Your Rights How Can We Help?



Our summary of debt law will help you to become familiar with all of your rights and responsibilities as a debtor. If you don't know your rights, you don't have any! We can show you how debt collectors break the rules all the time.

MORE >>

How It Works



The current state of our economy had detrimental effects on consumers, leading many to consider options such as debt settlement. If you are considering bankruptcy, or you're drowning in credit card, medical, or personal loan bills, we'll explain what debt settlement is, and how it works.

MORE >>

Contact Us

877-255-2501

info@worldlawdebtse

Debt Calculator



Find out how long it will take to become debt free. You can also see; A. How much you'll pay in interest by making just minimum monthly payments B. Debt consolidation C. Credit Counseling D. The World Law Debt solution

MORE >>

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WORLD LAW Debt Settlement

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[FAQ](#)

[Our Results](#)

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Here at World Law Debt Settlement, we are committed to providing the highest quality debt relief and financial help advice that can assist you in improving the state of your finances and creating a disciplined plan to achieve financial security. It's our goal to provide the education, tools, and support necessary to create and maintain a workable budget, fulfill all creditor obligations, and plan a secure financial future.

Our mission is to help our clients find a financial solution for a better life. We provide professional debt relief products and services that help solve the difficulties of personal finance, excessive debt, and the stress they cause. We're committed to providing the best professional debt relief counsel through our attorneys and credit analysts, while providing affordable, valuable and needed benefits.

Our extensive network of debt relief attorneys allows us to assist clients in nearly all 50 states.



Purpose:

To make a positive difference in the lives of individuals and families by providing effective services and solutions they need to minimize their financial problems.

Values:

World Law Debt Settlement believes in operating with the highest degree of integrity, ethics, and professionalism.

Get Your FREE Quote Now

find out how much you can save in minutes!

First Name

Last Name

email

phone

GET DEBT RELIEF NOW ▶

Client Results

Money Saving Results in Action:

Providian Bank settled at 25%
Owed: \$11465.10
Paid: \$2866.00

Home Depot settled at 25%
Owed: \$3543.51
Paid: \$887.53

HSBC Bank settled at 27%
Owed: \$24768.74
Paid: \$6750.00

Discover Card settled at 20%

VIEW OUR RESULTS ▶

WORLD LAW DEBT

CLIENT SERVICE AGREEMENT

1. Parties and Effective Date of Agreement: This AGREEMENT is made on 8/10/2011 Between Eva Wamagata (hereinafter referred to as "CLIENT" even if more than one) and World Law Debt (hereinafter referred to as "World Law Debt"). CLIENT acknowledges that several members of the World Law Debt staff or other independent contractors may assist in handling this matter. CLIENT further acknowledges that all obligations of the attorney herein may be executed by the assigned Attorney, World Law Debt staff, or duly authorized independent contractors as law permits. Client understands that World Law Debt is the marketing and client assistance division of World Law Group. World Law Group is the law firm that provides the network, state and federal attorney representation to the undersigned of this agreement.

2. Subject Matter of Agreement: The subject matter of the representation is for World Law Debt to provide bundled legal services as described in Section 4 and to assist in resolving the debts of CLIENT as may be described in Page 8 of this AGREEMENT or as subsequently determined between World Law Debt and CLIENT.

3. Responsibilities of CLIENT: CLIENT agrees to be truthful and cooperative; to promptly notify Attorney of any phone number or address changes; to fill out and return any and all papers and questionnaires supplied by Attorney within FIVE (5) DAYS; and to reasonably consider recommendations made by Attorney regarding any legal counsel. CLIENT expressly agrees to make timely payments for services rendered and to reimburse World Law Debt for all fees earned per Sections 13,14,15, and 16 of this AGREEMENT. CLIENT is required to provide Attorney with 5 business days' notice regarding any debit date change requests. Additionally, upon receipt of any lawsuit, CLIENT will be required to immediately contact Attorney and provide a copy of the lawsuit, and actively participate in the defense of any lawsuit or claim made against CLIENT by any creditor or subsequent collection agency listed in this Agreement.

4. Bundled Legal Services Responsibility of World Law Debt: Attorney will provide the following bundled services during the first 30 days of enrollment; Contract Review, Insolvency Analysis, Pre-Bankruptcy Screening and Analysis, Coverage of Self BK Program, Asset Information Collection and Preservation Analysis, Fair Debt Collection Practices Act education course and collection of violation incidents, Litigation Preparedness Program including evaluation of effective creditor collection options, and delivery of forms from the World Law Debts library of legal forms and information.

5. On-going Monthly Responsibilities of World Law Debt: The Law Firm will contact the client monthly to review and determine whether any material changes in clients income or expense, asset information, creditor contact, collection review and/or any other needs the client may have that may be directed through World Law Debts library of legal forms and information.

6. Responsibilities of WORLD LAW DEBT: World Law Debt will provide debt negotiations and settlement services on behalf of CLIENT. World Law Debt has a duty to maintain the confidences

and secrets of CLIENT, as normally understood under Attorney-Client Privilege as defined by statute and State Bar Associations where this AGREEMENT is in force. World Law Debt will promptly and efficiently perform the duties described in this AGREEMENT and will keep CLIENT reasonably informed of progress in the pursuit of this agreement's objectives, and will respond promptly to CLIENT'S inquiries and communications. For purposes of prompt responses to inquiries and communications, CLIENT agrees to maintain a properly functioning email address at all times, and regularly monitor and review all email transmissions.

7. Clarification of Representation: CLIENT expressly acknowledges that World Law Debt does not provide tax or investment advice. CLIENT shall be assigned a local attorney, who is in good standing with the State Bar where CLIENT is located, that will provide CLIENT with appropriate legal advice throughout representation. This AGREEMENT includes the legal services identified in Sections 4 and 5, and legal advice regarding the negotiation and representation for debts properly enrolled and identified on page 8 of this AGREEMENT, or for debts specified in Section 2, between World Law Debt and CLIENT. The local attorney will review CLIENT'S case files, consult with CLIENT, explain to CLIENT their options if served or threatened with a lawsuit, and prepare and deliver to client, ready for client to file, a full response to any debt collection lawsuit filed against CLIENT, stemming from an accepted and enrolled trade line, while advising the CLIENT with regards to state and/or federal debt collection laws.

8. Not Included in Legal Representation: This AGREEMENT does not include a personal appearance in a Court proceeding by Attorney or appearance as "attorney of record" in any Court proceeding. This AGREEMENT does not include litigation costs and does not cover any appeal in which CLIENT is an appellant or respondent arising from the original representation. Court costs, litigation costs, travel costs etc. -, if any, are not included in representation. CLIENT is responsible for reimbursing associated pre-approved costs to the local attorney as they are incurred. CLIENT understands that the failure to reimburse these amounts within fourteen (14) days may result in the withdrawal of the local attorney and the termination of this AGREEMENT. This Agreement does not provide representation in the preparation, filing and appearance by Attorney in any bankruptcy proceeding. CLIENT agrees that the Attorney has not represented that it will advise or assist CLIENT in the modification, improvement or correction of credit entries on CLIENT'S credit reports or that Attorney can stop all collection phone calls or correspondence.

Client Initial: 

CO-Client Initial:

WORLD LAW DEBT

9. Additional Services: Upon request, the Local Attorney will provide CLIENT with a list of additional services which CLIENT may request at an additional charge. As a monthly client in good standing, you are entitled to discounted hourly rates for additional legal services. The rate ranges from \$50 - \$110 / hr, depending upon the market where the client lives. This rate would only be charged for additional services the client is requesting from their attorneys, which are outside of this agreement.

10. Servicing Entity: Attorney will provide, through the Law Firm's Processing Division, certain non-legal processing duties required under this AGREEMENT, including certain client services, performing accounting, clerical work, and negotiating settlements. WORLD LAW DEBT'S processing division is WORLD LAW PROCESSING. WORLD LAW PROCESSING provides certain debt settlement services for clients of WORLD LAW DEBT. WORLD LAW PROCESSING shall have the same responsibilities under this AGREEMENT as WORLD LAW DEBT. The mailing address for WORLD LAW PROCESSING is P.O. Box 82641, Austin, TX, 78708-2641. The phone number is 512-685-0402 toll free is 877-220-3295.

11. Settlements: Attorney will engage in the debt settlement process early by sending a Notice of Representation with conditional 10-20% offer to creditors. CLIENT understands that these offers are not intended in any way to create an expectation that each and every creditor will settle their indebtedness for 10-20%. The sole purpose of these offers is to pursue settlement in the possibility that the CLIENT could pay this amount and still continue the plan with respect to their remaining debts.

Except as indicated below, Attorney will not settle CLIENT'S Claim without the approval of the CLIENT, who possesses the absolute right to accept or reject any settlement offer subject to the exception set out below. Attorney will inform the CLIENT of the amount, and the terms and conditions of all reasonable written settlement offers received, upon which the client has indicated a preparedness to act. CLIENT will notify Attorney IN WRITING by email or facsimile to settling the debt by acknowledging the name of account to be offered, the account number, the amount to be settled, the amount and/or percentage offered, and the date(s) the funds are available to disburse to the creditor. This may be done by responding to the email sent from the Attorney. CLIENT hereby approves implied right of settlement authorization to Attorney from available funds in CLIENT'S Dedicated Account if that settlement is less than 40% of the original debt CLIENT had at the time of this Agreement, either by specific account or an aggregate of all accounts.

Client Initial: 

CO-Client Initial:

12. Self Settlement: Attorney hereby advises CLIENT not to resolve their debts directly with creditors. By engaging representation through Attorney's, the CLIENT, through the law office demonstrates to creditors a willingness to aggressively resolve their debts. As a result, in an effort to circumvent Attorney's expertise in negotiation, creditors may attempt to resolve CLIENT'S debts directly with CLIENT. CLIENT should understand that, such opportunity is a direct result of CLIENT'S representation by World Law Debt. Direct settlement with creditors by CLIENT is rarely in CLIENT'S best interest. In fact, pursuing direct settlement may cause CLIENT'S estimated program cost to increase. CLIENT further agrees that should they self-settle any account they authorize World Law Debt to take payment from funds available in the Client's Dedicated Account as permitted by the fee provisions herein.

13. Bundled Legal Services Fee. Attorney charges a set fee for bundled legal services as described in Section 4. The calculation of this fee is shown in Schedule A and itemized in Schedule B along with the schedule of drafts. There is a one time Attorney Initial Fee of \$199 and a \$5.00 Bank Setup Fee that is shown in schedule A. Bundled Legal Service fees are program fees and earned within the first 30 - 60 days. Client however is not obligated to pay the entire amount within the first 30 -60 days but permitted to pay those fees over the time period indicated in schedule B.

14. On-Going Monthly Attorney Evaluation Fees. Attorney charges a monthly service, monitoring, data collection and record upkeep fee of \$84.95 per month and a \$9.45 account service fee charged by Global Client Solutions for the maintenance of the Client's Dedicated Account.

15. Debt Settlement Legal Fees. Attorney charges a flat fee for Prorated Debt Settlement legal services per negotiated account. The total Debt Settlement Legal Fee for this service is shown in Schedule A, and is earned on a prorated basis of the enrolled debt amount as the initial payment of a negotiated debt is completed. This fee shall be earned whenever an enrolled account has an accepted negotiated amount, and the first payment has been made, pursuant to Sections 11 and 12 above.

16. Earned Fees. All fees are deemed legal fees and earned if and when received consistent with this contract. No money is kept in escrow and no legal fee is paid in advance.

17. Disclaimer of Guarantee: Although Attorney, World Law Debt, World Law Processing, or their duly authorized contractors may give an opinion about possible results, by signing this AGREEMENT, CLIENT acknowledges that the Attorney, World Law Debt Staff or their contractors has made no guarantees or predictions about the outcome of its services, or the time frame required to complete the contracted services; except that Attorney shall provide its best efforts to complete the contracted services within the term of the contract. CLIENT acknowledges that each case is unique and individual results may vary.

WORLD LAW DEBT

IMPORTANT INFORMATION FOR YOU TO CONSIDER

- Client understands and acknowledges that contracted credit accounts may continue to accrue interest and fees until the accounts are settled.
- Client also understands and acknowledges that creditors may impose other penalties as a result of non-payment, including but not limited to, the reporting of adverse information to credit reporting agencies and/or the filing of a lawsuit to collect money if the creditor is unwilling to accept a settlement offer or if the client is unable to propose a settlement offer acceptable to the creditor.
- Client acknowledges that the forgiveness of a debt by a creditor could result in a taxable income, even though client will not actually receive any money. If this occurs, client should seek the advice of a tax professional.

18. CLIENT Intent: CLIENT, independently of Attorney, has discontinued or decided to discontinue payments to creditors and to seek assistance in resolving the specified outstanding creditor claims through this program. CLIENT has engaged Attorney for the purpose of evaluating all legal options in resolving Client's insolvency. CLIENT further intends, by this agreement, to create a confidential relationship with Attorney in regard to resolving the outstanding creditor claims specified in this agreement.

19. CLIENT Payments to Creditors: CLIENT agrees to a Savings budget as outlined in Schedule B. (Legal Program Fee Schedule) These funds are budgeted for ultimate distribution to creditors, and will be budgeted until all contracted creditor accounts are settled in full. CLIENT will make all settlement payments directly to creditors from Client's Dedicated Account, unless CLIENT and Attorney have agreed to other arrangements. CLIENT fully authorizes that if and when a settlement is reached that Attorney may direct the appropriate fees be paid contemporaneously with the settlement from the Client's Dedicated Account.

20. Discharge or Withdrawal: Attorney may discharge CLIENT by written notice, effective when received by the discharged party. CLIENT may withdraw from representation at any time, but must do so by completion of "Notice of Cancellation" and "Acknowledgment of Cancellation Effects", which are included in this Client Service Agreement. Attorney will in all cases honor an email, facsimile, or other written transmission not in the form of the "Notice of Cancellation" and "Acknowledgment of Cancellation Effects", which clearly indicates an intention to cancel, so long as it is actually received, by placing Client's account on hold. During this time all legal services provided by Attorney will be suspended. The above-named Cancellation documents must be received by Attorney, otherwise eventual discharge will occur after 14 business days. Cancellation documents must be received by Attorney a minimum of five (5) days prior to the next payment due to stop the debiting process.

21. Arbitration of Dispute.

a. If there is any dispute between the parties arising out of this agreement, the parties agree to submit that dispute to binding arbitration under the auspices of the American Arbitration Association (AAA). If such arbitration is held under the auspices of any other organization, the arbitration will be held in accord with AAA rules to the extent possible. In any event, venue for such arbitration will be in New York, New York.

b. Binding Arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed under New York law. It also means that discovery may be severely limited by the arbitrator.

c. Choice of Law and Jurisdiction. In the event of any dispute regarding the representation, including service fees and costs, CLIENT and Attorney Model agree that venue of resolution shall be in New York, New York. Both Attorney and CLIENT agree that the laws of the state of New York shall govern any disputes arising from the contract.

22. Effect of Any Determined Unenforceable. Should a Court, tribunal or any lawful authority with appropriate jurisdiction determine that any provision in this AGREEMENT is unenforceable, void or voidable the remaining provisions shall remain in full force and effect.

23. Privacy Policy: Attorney is committed to providing the highest level of security and privacy regarding the collection and use of your personal information. Only approved personnel will have access to your personal information. Furthermore, auditing mechanisms have been put in place to further protect your information by identifying personnel who may have accessed and in any way added, updated or modified your personal information.

This Client Service Agreement constitutes the full and complete agreement between CLIENT and Attorney Model. This Agreement supersedes any and all other agreements or understandings, whether written or oral, for the matter described in Paragraph Two. I verify that I have read, understand and agree with the above Service Agreement and have been provided a copy for my personal records.

Client Signature:

DocuSigned by:
Eva Namagata
180C8B6E3D13E1

CO-Client Signature:

Date: 8/10/2011

WORLD LAW DEBT

SCHEDULE A

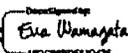
Program Savings

Description	Amount
Total Unsecured Debt	\$17,444.00
Total Cost Of Legal Program	\$13,971.96
Estimated Savings	\$3,472.04

Monthly Payment

Description	Amount
Estimated Settlement Amount	\$6,803.16
Total Bundled Legal Service Fee	\$2,000.00
Total Debt Settlement Fee	\$1,000.00
Total Monthly Bank Fee (\$9.45/Mo)	\$396.90
Total Monthly Attorney Fee (\$84.95/Mo)	\$3,567.90
One Time Initial Fees (\$199.00,\$5.00)	\$204.00

Program Terms	42
Monthly Payment	332.67
Start Date	20110901

Client Signature:  DocuSign
Eva Wamagata
1403880713042

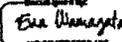
Date: 8/10/2011

Co-Client Signature:

WORLD LAW D E B T

Legal Program Fee Schedule SCHEDULE B

Month Program	Draft Amount	Initial Fees	Monthly Banking Fee	Attorney Monthly Service Fee	Bundled Legal Service Fee	Client Dedicated Account Deposit	Client Dedicated Account Balance
1	\$332.67	\$71.34	\$9.45	\$84.95	\$116.85	\$50.08	\$50.08
2	\$332.67	\$66.33	\$9.45	\$84.95	\$120.36	\$51.58	\$101.66
3	\$332.67	\$66.33	\$9.45	\$84.95	\$120.36	\$51.58	\$153.24
4	\$332.67	\$0.00	\$9.45	\$84.95	\$166.79	\$71.48	\$224.72
5	\$332.67	\$0.00	\$9.45	\$84.95	\$166.79	\$71.48	\$296.20
6	\$332.67	\$0.00	\$9.45	\$84.95	\$166.79	\$71.48	\$367.68
7	\$332.67	\$0.00	\$9.45	\$84.95	\$166.79	\$71.48	\$439.16
8	\$332.67	\$0.00	\$9.45	\$84.95	\$166.79	\$71.48	\$510.64
9	\$332.67	\$0.00	\$9.45	\$84.95	\$166.79	\$71.48	\$582.12
10	\$332.67	\$0.00	\$9.45	\$84.95	\$166.79	\$71.48	\$653.60
11	\$332.67	\$0.00	\$9.45	\$84.95	\$166.79	\$71.48	\$725.08
12	\$332.67	\$0.00	\$9.45	\$84.95	\$166.79	\$71.48	\$796.56
13	\$332.67	\$0.00	\$9.45	\$84.95	\$141.37	\$96.90	\$893.45
14	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$1,131.72
15	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$1,369.99
16	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$1,608.25
17	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$1,846.52
18	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$2,084.78
19	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$2,323.05
20	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$2,561.31
21	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$2,799.58
22	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$3,037.85
23	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$3,276.11
24	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$3,514.38
25	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$3,752.64
26	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$3,990.91
27	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$4,229.17
28	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$4,467.44
29	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$4,705.71
30	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$4,943.97

Client Signature:  DocuSigned by:
Eric Hernandez
18008E9FD438

Date: 8/10/2011

Co-Client Signature:

WORLD LAW DEBT

SCHEDULE B (cont)

Month Program	Draft Amount	Initial Fees	Monthly Banking Fee	Attorney Monthly Service Fee	Bundled Legal Service Fee	Client Dedicated Account Deposit	Client Dedicated Account Balance
31	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$5,182.24
32	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$5,420.50
33	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$5,658.77
34	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$5,897.03
35	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$6,135.30
36	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$6,373.57
37	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$6,611.83
38	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$6,850.10
39	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$7,088.36
40	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$7,326.63
41	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$7,564.89
42	\$332.67	\$0.00	\$9.45	\$84.95	\$0.00	\$238.27	\$7,803.16

Client Signature:

Eva Ameyata
DocuSign
 DOCUMENT ID: 123

Date: 8/10/2011

Co-Client Signature:

WORLD LAW DEBT

WORLD LAW DEBT NOTICE OF CANCELLATION

Three Day Right of Rescission:

CLIENT may rescind this AGREEMENT, for any reason, without any penalty or obligation, within three (3) days after the date indicated on page 2 of the AGREEMENT. Rescission shall be effective only if the client executes this Notice of Cancellation and Acknowledgment of Cancellation Effects signed before a notary within three (3) days of signing and returning the AGREEMENT. Additionally, for a rescission to be effective the Notice of Cancellation and the Acknowledgment of Cancellation Effects must be returned to World Law Debt offices by certified mail within ten (10) days of signing and returning the AGREEMENT. If CLIENT rescinds AGREEMENT within said three day time period, any prior payment made by CLIENT will be returned within ten (10) days of receipt of said notice by World Law Debt.

Cancellation, Termination or Withdrawal:

CLIENT may terminate, withdraw or otherwise cancel this agreement for any reason at any time, subject to the provisions of the AGREEMENT, which might be in effect and also subject to any other settlement agreements subsequently agreed to by CLIENT with any creditor, collection agency or other holder of any CLIENT account. Any CLIENT FEES received but as yet unearned as described in the AGREEMENT, at the time of termination or withdrawal shall be refunded to the CLIENT.

NOTICE:

Cancellation shall be effective only if CLIENT executes this Notice of Cancellation and Acknowledgment of Cancellation Effects (p.6) signed before a notary and returned to World Law Debt by certified mail return receipt requested. To make rescission or cancellation effective, CLIENT must sign this document below and execute the Acknowledgment of Cancellation Effects attached. The Acknowledgment of Cancellation Effects must be signed before a notary public.

I hereby cancel this AGREEMENT.

CLIENT SIGNATURE

DATE

This "Notice of Cancellation" is only of full force and effect when accompanied by the client's completion of the attached "*Acknowledgment of Cancellation Effects*" document"

If you do decide to cancel this AGREEMENT, within three (3) days, please make a copy of this "Notice of Cancellation" and retain it for your records.

WORLD LAW DEBT

ACKNOWLEDGEMENT OF CANCELLATION EFFECT

As a result of my action in terminating from World Law Debt's debt settlement program, I hereby also acknowledge by my signature below the following:

- 1) That all rights and responsibilities entailed under the provisions of my signed Power of Attorney authorizations to World Law Debt are now and forevermore revoked.
- 2) That all my creditors are released from their obligation to abide by the Cease and Desist letters that were prepared on my behalf by World Law Debt and that their pursuit of me for debt collection purposes is acceptable to me.
- 3) That I will no longer forward creditor correspondence or have forwarded creditor correspondence to World Law Debt. Any creditor correspondence lost or otherwise unaccounted for after the date of my cancellation will not be the responsibility of World Law Debt.
- 4) That World Law Debt has my consent and authorization to notify each and all of my creditors of my cancellation action.

Signature _____

Printed Name _____

Dated: _____

STATE OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public within and

for the aforesaid County and State, this _____ day of _____, 20____

My commission expires: _____

Notary Public

Seal

WORLD LAW DEBT

CLIENT INFORMATION AUTHORIZATION

I hereby grant World Law Debt this authorization to request, receive and discuss any and all account information with my creditors on my behalf. This may include but not be limited to negotiating payment terms and conditions, settlements, extensions and/or deferments of my accounts. In addition, I authorize the review of my financial situation with my creditors and I agree to indemnify and hold World Law Debt harmless of any loss, liability or damage by any reason thereof. I further authorize World Law Debt to verify any information deemed necessary. It is understood that a copy of this form will also serve as authorization.

By signing this authorization, I hereby acknowledge that I have read the World Law Debt Client Services Agreement and accept and consent to all the terms set forth in the Agreement.

Client Signature:

Digitally signed by
Eva Managala
DN: cn=Eva Managala, o=World Law Debt

Co-Client Signature:

Dated: 8/10/2011

Dated:



DEDICATED ACCOUNT AGREEMENT

This Dedicated Account Agreement and Application (this "Agreement") contains the terms, conditions, and disclosures that apply to your Dedicated Account (your "Account"). By signing the application for your Account (your "Account Application") and using your Account, you agree that this Agreement shall apply, and you agree to abide by all of the terms, conditions, and rules set forth herein. If you have questions that you do not believe are addressed in this Agreement, you can and should call, e-mail, or write Global Client Solutions, LLC ("Global") at the number or address shown at the end of this Agreement. Please review this document carefully and keep it with your other important records. In this Agreement, the words, "I", "me", "mine", "my", "you" and "your" mean you and any other party who you authorize to use your Account.

Purpose, Nature and Use of the Account: Your Account is a Dedicated account that you can use in connection with the debt settlement program you have undertaken. In general, you will be making periodic deposits to your Account from your primary bank account, and you will be periodically disbursing funds from your Account to repay your debts and the costs associated with your Account and your debt settlement program. Your Account is an FDIC-insured sub-account within a master custodial account maintained at a bank designated or selected by Global. Additionally, you authorize Global to transfer your account to another FDIC-insured institution under the existing terms. Global will provide written notice to you of such change. Unless you have otherwise provided, you are the only one that has the right to authorize the transactions relating to your Account; and you may withdraw funds from your Account and/or close it at any time in the manner provided for below. Your Account may not be used for any illegal purpose.

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

Telephonic / Electronic Communications: You authorize Global to accept and act upon any agreement or instruction received from you or authorized by you, concerning your Account where you have communicated that agreement or instruction by telephone, facsimile, e-mail or other electronic means using a telephone keypad or computer. Use of your passcode, password or any other form of identification designated by you in any transaction constitutes and will be accepted as your electronic signature, as that term is used in the federal Electronic Signature in Global and National Commerce law and other applicable laws.

Authorizing and Initiating Transactions: You have authorized certain transactions to be undertaken in your Account Application. From time to time, you may change those instructions and/or give other instructions to initiate deposits to or disbursements from your Account by contacting Global customer service. You may also convey instructions through the Sponsor identified on your Account Application, and such instructions may be acted on without further confirmation unless you direct otherwise in writing. In any event, you must always provide a reasonable period of time to act on your instructions. All authorized deposits to your account will be initiated pursuant to your instructions from time to time and all authorized disbursements will be made from your Account provided it contains sufficient "good" funds to cover the amount of the disbursement. However, neither Global, nor any service provider to Global will be responsible for determining when a payment is actually due, nor shall they be responsible for determining whether a payment is for the correct amount or otherwise proper. Their sole obligation in this regard will be to execute your payment instructions in a commercially reasonable manner as soon as practical after receipt of such instructions; and if they perform in such manner, they shall

not be responsible for any late payment fee, penalty or other charge levied by your creditor, for any failure of your creditor to honor a settlement or for any other adverse action taken or not taken by your creditor or any other party.

Fees and Charges: You promise to pay the fees and charges shown in your Account Application; and you agree that these fees and charges may be deducted directly from your Account. The monthly service charge for the first month in which your Account is opened will not be prorated and will be deemed earned on the first day your Account is opened. Thereafter, the monthly service charge will be deemed earned in full on the first day of each calendar month during which your Account remains open. Other fees will be deemed earned at the time of the transaction or the event that gives rise to the fee. The fees and charges relating to your Account may be increased for any increase in the associated costs and expenses, in which case you will be provided with at least thirty days prior written notice.

Termination of Agreement: You may terminate this Agreement and close your Account at any time by sending a written notice to Global customer service. In addition, this Agreement may be terminated and your Account cancelled at any time without notice for inactivity, if your Account is improperly maintained or used, or if you otherwise violate any provision of this Agreement. If this Agreement is terminated for any reason, the collected balance in your Account will be sent to you by check within a reasonable period of time.

Default and Collection of Accounts: If your Account is suspended, cancelled or otherwise terminated for any reason and your Account has a negative balance, you agree to pay the negative balance upon demand. Should you fail to remit the full amount of such negative balance, you shall remain responsible for the deficit and collection actions may be pursued against you. If any such collection action is undertaken, you agree to pay all court costs and collection fees, including reasonable attorney's fees, to the extent permitted by applicable law.

Monthly Statements: You will receive your first monthly statement showing your Account activity and balance by mail; all others will be made available online. Should you desire to continue receiving a paper statement via the United States Postal Service, please contact our Consumer Support group toll free at 800-398-7191. You may obtain balance and transaction information by using your Passcode to access your Account via the telephone, by using your Password to log into the Global website or by calling Global customer service. You agree to carefully inspect your statement and promptly report any erroneous, improper or unauthorized transactions.

No Interest: No interest will be paid to you on or with respect to your Account.

Consumer Liability: If you believe someone has transferred or may transfer money from your Account without your permission, contact Global customer service immediately. Telephoning is the best way to keep your possible losses down.

FDIC Insurance: The funds in your Account will be FDIC insured up to a maximum of \$250,000.00 or such lower or higher limit as may be established by the Federal Deposit Insurance Corporation from time to time.

Incomplete Transactions: Neither Global nor any service provider to Global will be liable for failing to complete a transaction if you do not have enough money in your Account to complete the transaction; or if circumstances beyond their control prevent the completion of the transaction, including, without limitation, the acts or omissions of any ACH, check or other processor, the National Automated Clearing House Association, the Federal Reserve System, any bank, or the directive of any regulatory authority.

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

1. Your name and Account number.
2. Date and amount of the transaction.
3. Type of transaction and description of the suspected error. Please explain as clearly as possible why you believe there is an error or why you need additional information.
4. Dollar amount of the suspected error.

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

Creditor Disputes: You agree to settle all disputes about payments made to your creditors from your Account. Global is not a party to your debt settlement plan, and does not participate in the negotiation of your debts. *Accordingly, you hereby expressly acknowledge that Global does not have any involvement in or responsibilities of any nature with respect to your debt settlement plan or the results that you may or may not achieve from its execution.*

Governing Law: The laws of the State of Oklahoma govern this Agreement. If any part of this Agreement is declared void or unenforceable, such provisions shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

ARBITRATION OF DISPUTE

In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the termination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Tulsa County, State of Oklahoma in accordance with the laws of Oklahoma, or in the county in which the consumer resides, in accordance with the Laws of that state. The parties agree, the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost of arbitration, including attorneys' fees, equally. If the consumer's share of the cost is greater than \$1,000.00 (One-thousand dollars), the company will pay the consumers share of costs in excess of that amount. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Binding Arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to an appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator.

Limitation of Liability: Under no circumstances shall Global ever be liable for any special, incidental, consequential, exemplary or punitive damages.

USA Patriot Act Compliance: In order to assist in combating terrorism and preventing the Global system and the banking system from being used for money laundering purposes, you authorize Global to take those steps that are reasonable and practical to identify you and any information about you, including, without limitation, securing or accessing a credit report on you, obtaining other information about you and otherwise verifying your identity as required by the USA Patriot Act.

PRIVACY POLICY

Personal information may be collected from your Account Application, any updated information you may provide from time to time and the transactions processed through your Account. A description of the Privacy Policy applicable to your Account is provided below. If you have additional questions regarding the privacy of your personal information, please contact Global customer service.

Collection / Use of Personal Information: Collection of your personal information is designed to protect access to your Account and to assist in providing you with the products and services you have requested. All personal information collected and stored by Global, or on their behalf, is used for specific business purposes to protect and administer your Account and initiate your authorized transactions, to help to design or improve the applicable products and services and to comply with state and federal banking regulations. Only approved personnel will have access to your personal information. Furthermore, auditing mechanisms have been put into place to further protect your information by identifying the personnel who may have accessed and in any way modified, e.g., updated or added to, your personal information.

Maintenance of Accurate Information: It is in your best interests to maintain accurate records concerning your personal information. For this reason, you are allowed to update your personal information online, at anytime, by using your Password to log into the Global website or by contacting Global customer service.

Limited Access to Personal Information: Access is limited to your personal information to only those personnel with a business reason for knowing such information. In addition, all personnel are educated about the importance of confidentiality and customer privacy. Individual user names and passwords are used by approved personnel to access your personal information, providing audit trails to further safeguard the privacy of your personal information.

Third-Party Disclosure Restrictions: All third parties with a business need to access your personal information are required to adhere to stringent privacy policies. Your personal information may be supplied to a third party in order to process a transaction you have authorized or if the disclosure is allowed or required by law, e.g., the exchange of information with reputable reporting agencies in response to a subpoena, in connection with the investigation of fraudulent activity, etc.

Additional information: If you have any questions regarding this Privacy Policy, please contact Global customer service.

CUSTOMER SERVICE INFORMATION:

Web site Address: www.globalclientsolutions.com
Correspondence Address: 4500 S. 129th E. Avenue, Ste 175
Tulsa, OK 74134
Telephone - (800) 398-7191 **Fax -** (866) 355-8228
E-mail: customersupport@globalclientsolutions.com

Note: Deposit instructions will be provided in the Global Welcome Packet for those customers who send in deposit.

DEDICATED ACCOUNT AGREEMENT & APPLICATION

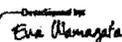
I hereby apply for and agree to establish a non-interest bearing dedicated account (the "Dedicated Account") to be administered at a bank selected by Global Client Solutions ("Global") for the purpose of accumulating funds to repay my debts in connection with a debt settlement program (your "Program") sponsored by the organization identified below ("Sponsor"). I understand that this Application is subject to a customer identification program, as required by the USA Patriot Act and other applicable laws; and accordingly, I hereby represent that the following information is true and complete to the best of my knowledge and belief. In addition, I understand that I may be required to provide a copy of a driver license and/or other information from time to time for use in connection with the verification of my identity and the administration of the Account. Furthermore, I understand that the Dedicated Account is governed by the terms of this Agreement and that I am bound by all of its terms and conditions.

DEDICATED ACCOUNT OWNERSHIP, CONTROL AND USE

I understand that my Dedicated Account, when established in accordance with this Application and Dedicated Account Agreement, will be my sole and exclusive property; that I (or Authorized Contact, if any) may authorize deposits to and creditor payments from my Dedicated Account; and that only I may withdraw funds from and/or close my Dedicated Account at any time as provided for in the Agreement. I hereby authorize (a) periodic deposits to be made to my Dedicated Account pursuant to the authorization provided below (b) periodic disbursements to be made from my Dedicated Account pursuant to instructions that I may give from time to time. In this regard, I hereby authorize payment from Dedicated Account of the fees and charges provided for in this Application and the Agreement. Should customer designate an authorized contact such designation would allow confirmation of account information and for receipt of messages regarding the account.

PERMISSION TO SHARE DATA

I hereby grant permission for the bank selected by Global, Global and the Sponsor to share information regarding my Dedicated Account and my Program with each other to facilitate the transactions I may initiate that involve my Dedicated Account, and with any other party that is essential to the administration of my Dedicated Account and/or my Program understand that the Agreement provides additional information relating to privacy.

Applicant: Last Name (Please print clearly)		First Name	MI	Social Security #	Date of Birth (mm/dd/yy)
Wamagata		Eva		[REDACTED]	8/10/78
Authorized Contact (optional): Last Name		First Name	MI	Social Security #	Date of Birth (mm/dd/yy)
Mailing Address			City	State	Zip Code
101 Rock Haven Rd #F602			Carraboro	NC	27510
Physical Address (if different from mailing address)			City	State	Zip Code
Home Phone Number	E-mail Address	Mother's Maiden Name (for future ID purposes)			
9199331958	ewamagata2@gmail.com	[REDACTED]			
Sponsor		Sponsor's Global Account Number			
Applicant Signature		Date			
		8/10/2011			

AUTHORIZATION TO DEBIT BANK ACCOUNT

Financial Institution Information					
Bank Name	Routing Number ¹	Account Number ²			
wachovia	[REDACTED]	[REDACTED]			
Address	City	State	Zip Code		
Name (as it appears on check) Authorizing Person's Information					
Eva Wamagata					
Address (as it appears on check)		City	State	Zip Code	
101 Rock Haven Road Apt. F602		Carrboro	NC	27510	
Amount of Debit	Date of Debit				
\$ 332.67	On or after the: day of each month until further notice				

SCHEDULE OF FEES AND CHARGES

Account Setup (one-time fee)	\$5.0
Monthly Service Charge	\$9.0
Transaction and Other Fees	
Premium Deposit Services	
Wire Transfer	\$10.0
Premium Disbursement Services	
2 nd Day Delivery (3pm CST cutoff)	\$10.0
Overnight Delivery (3pm CST cutoff)	\$20.0
Stop Payment Order	\$17.5
Wire Transfer	\$15.0

CUSTOMER SERVICE

Global is the customer service agent for all matters relating to your Dedicated Account. Any other questions relating to your Program should be addressed to your Sponsor. See the Agreement for the Global payment and correspondence addresses, the address of the Global Website and the toll-free Global customer service number.

FOR OFFICE USE ONLY

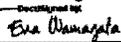
GLOBAL CONSUMER ACCOUNT NUMBER

I hereby authorize Global to initiate debit entries to my checking account (or savings account) at the financial institution named above (my "Primary Bank Account"), in the amount(s) and on or after the date(s) set forth above, and to debit the same to my Primary Bank Account for the purpose of transferring funds to Applicant's Dedicated Account. I represent that my Primary Bank Account exists; that I own it, and that I will maintain sufficient funds in it to permit the debits to clear on the applicable dates. I understand that I may incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented, and that the financial institution providing my Primary Bank Account may also assess a charge if this occurs. In addition, I understand that I may subsequently designate another account for this purpose by contacting Global customer service; that I may also change the corresponding amounts and dates from time to time in that manner; and that the representations I made above about My Primary Bank Account will apply to any other account that I designate.

This authorization shall remain in full force and effect until I give a written termination notice to Global that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Application and Agreement, shall be sent to Global customer service at the address set forth in the Agreement. In addition, I understand that Global may terminate this authorization by providing me with a written notice at least ten (10) days prior to the actual termination.

¹ Routing Number is the 9-digit number appearing in the bottom left corner of your check.

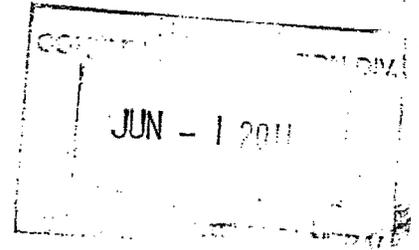
² Account number is to the right of the Routing Number and after the Check Number.

Signature of Person Authorizing Global to Debit Account	Date
	8/10/2011

WORLD LAW GROUP

May 16, 2011

State of North Carolina
Department of Justice
Consumer Protection Division
9001 Mail Service Center
Raleigh, NC 27699-9001
Attn: David Evers, Investigator



Re: File No. 1100767, Jeannette S. Raynor

Dear Mr. Evers,

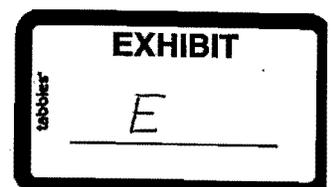
Thank you for your correspondence regarding Ms. Raynor. As a threshold issue, our position is that Ms. Raynor agreed to the representation by our attorneys and the assistance by our legal staff with respect to bona fide legal services provided under a clearly written client services agreement. It is also our position that, respectfully, your office does not have the requisite authority to investigate attorneys providing bona fide legal services. Additionally, the statute cited in your query, N.C. Gen. Stat Sec. 14-426(6), specifically exempts an attorney from the proscriptions of "debt adjusting".

We are confident that our file reflects that Ms. Raynor contracted for and received the services for which she paid and the value of those services provided is consistent with the fees paid. Because certain client/attorney privileges exist and we are uncertain about your authority to review specific details we will not at this time review the specific details of the communications and services provided. Please provide us with that if you believe you have the authority to investigate.

Without waiving that right we are providing copy of the Notices of Representation for each account Ms. Raynor contracted with us to negotiate on her behalf as evidence of our concerns herein. The creditor and account numbers have been redacted.

Respectfully,

Dave Klein
Chief Operations Officer
512-685-1408 direct
daveklein@worldlawprocessing.com



WORLD LAW
G R O U P

June 8th, 2010

[REDACTED]
Attn: Collection Department
[REDACTED]
[REDACTED]

RE: Notice of Attorney Representation

Client: Jeanette Raynor

Original Creditor: [REDACTED]

Account #: [REDACTED]

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 Avoidance (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 1st year if you negotiate on this account. Understanding this, we make the initial offer as indicated below. This offer is contingent upon our client having the funds available on the date that this offer is accepted.

Balance:	\$4909.86
Our offer:	\$ 736.48

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: 866 577 6102

cc: Richard B. Sorrell, Esq., North Carolina

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, www.worldlawdirect.com

World Law Group
2201 Donley Drive, Suite 250
Austin, TX 78758

NORTH CAROLINA)

)

Affidavit

CABARRUS COUNTY)

)

I, Richard B. Sorrell, being first duly sworn, deposes and says as follows:

1. I am an adult citizen of North Carolina over the age of 21.
2. I was licensed as an attorney at law in North Carolina in 2007 and am currently an active member of the North Carolina State Bar.
3. I practice law as a sole practitioner in Cabarrus County, North Carolina.
4. It has been brought to my attention that an entity called the World Law Group has sent letters to creditors on behalf of North Carolina debtors signed by a person named Mike Campbell who states that he is an attorney, a sample copy of which is attached to this affidavit as Exhibit A. This letter purports to show that I received a copy of this letter.
5. I have never had any dealings, agreements, or other arrangements with Mike Campbell or any other attorney or person associated with the World Law Group. I have not give any permission to Mike Campbell, any other person, or the World Law Group or any other entity to use my name or to suggest or imply that I have any relationship with World Law Group or any of its customers, specifically including Jeanette Raynor.
6. Until Exhibit A was brought to my attention recently, I was unaware of its existence or that I was shown as receiving a copy. I did not receive a copy contemporaneous with the date of the letter. I have never received a copy of any other letter or communication from World Law Group.
7. The facts stated above are true based on my own personal knowledge.

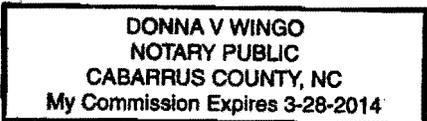
This the 17th day of May, 2013.

Richard B. Sorrell
Richard B. Sorrell

Sworn to and subscribed before me

This the 17th day of May, 2013.

Donna V. Wingo
Notary Public
My commission expires: 3-28-2014



WORLD LAW
G R O U P

June 8th, 2010

[REDACTED]
Attn: Collection Department
[REDACTED]
[REDACTED]

RE: Notice of Attorney Representation

Client: Jeanette Raynor
Original Creditor: [REDACTED]

Account #: [REDACTED]

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 Avoidance (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 1st year if you negotiate on this account. Understanding this, we make the initial offer as indicated below. This offer is contingent upon our client having the funds available on the date that this offer is accepted.

Balance:	\$2286.68
Our offer:	\$ 343.00

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: 866 577 6102

cc: Richard B. Sorrell, Esq., North Carolina

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, www.worldlawdirect.com

World Law Group
2201 Donley Drive, Suite 250
Austin, TX 78758

Exhibit A

12-1211

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

CITIBANK, N.A.

Plaintiff,

v.

VERONICA MANNING,

Defendant.

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

12-CVD-972

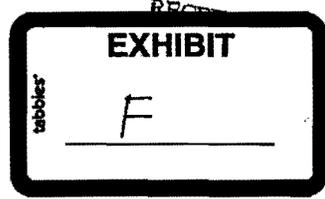
2013 APR 26 PM 4:30
CLEVELAND COUNTY, N.C. S.C.

FILED

**ORDER GRANTING PLAINTIFF'S
MOTION FOR SANCTIONS**

THIS CAUSE came on to be heard before the Hon. Meredith A. Shuford, District Court Judge of Cleveland County presiding over the Cleveland County District Court session on Monday, March 11, 2013, upon Plaintiff's Motion for Summary Judgment and Motion for Order Compelling Discovery and for Sanctions. Michael B. Stein appeared at the hearing on behalf of the Plaintiff, and the Defendant appeared pro se. By separate Order entered on March 11, 2013, this Court granted Plaintiff's Motion for Summary Judgment which rendered moot Plaintiff's Motion for Order Compelling Discovery. However, the undersigned took Plaintiff's Motion for Sanctions under advisement. Having reviewed the pleadings, case law and other materials submitted, and having considered the arguments of the parties and/or their counsel, the Court now makes the following **FINDINGS OF FACT**:

1. On May 18, 2012, Plaintiff instituted this civil action by filing a Civil Summons and Complaint against the Defendant. The Complaint alleges that the Defendant owes the Plaintiff \$2,160.34 for charges made on her Goodyear credit card issued by the Plaintiff. Attached to the Plaintiff's Complaint is an Affidavit of a Document Control Officer of the Plaintiff. The Affidavit provides, in relevant part, that the Defendant owes Plaintiff \$2,160.34 on her credit card account issued by the Plaintiff. Attached to the Affidavit as *Exhibit A* is a December 29, 2011 billing statement for the credit card account. That billing statement is addressed to the Defendant and provides that the credit card account balance, at that time, was \$2,160.34.



2. On September 17, 2012, the Defendant filed her unverified *Answer to Complaint and Affidavit* (hereinafter "the Defendant's Answer") wherein she denied each allegation of the Plaintiff's Complaint and stated that: (a) she did not open the credit card account; (b) did not make any charges on the account; (c) never received demand for payment; (d) never received billing statements; (e) never made payments to Plaintiff, and (f) owed Plaintiff nothing.

3. The undersigned reviewed and took judicial notice of a number of other Answers filed by other defendants in other civil actions throughout North Carolina. The Defendant's Answer is identical to those other Answers. The defendants in all of these matters all retained the same out-of-state debt settlement company, World Law Group a/k/a World Law Direct a/k/a World Law Processing (hereinafter "World Law"), which drafted the Answers for the defendants.

4. On December 5, 2012, the Plaintiff filed a Motion for Summary Judgment and Affidavit Supporting Summary Judgment. The Affidavit provides, in relevant part, that the Defendant owes Plaintiff \$2,160.34 on her credit card account issued by the Plaintiff. Attached to the Affidavit as *Exhibit A* is every billing statement for the credit card account from December 29, 2008 to December 20, 2011, all of which are addressed to the Defendant and which provide a complete accounting for the credit card account during that time period.

5. On December 17, 2012, the Defendant filed an *Affidavit in Reply to Plaintiff's Motion for Summary Judgment* (hereinafter "Defendant's Affidavit") wherein she alleged, without any evidentiary support, the following: (a) that she sent Plaintiff's attorney Requests for Production of Documents which were never answered; (b) Plaintiff did not provide the original Card Agreement to her; (c) Plaintiff is not the proper party; (d) Plaintiff did not send her all of the monthly billing statements; and (e) that Plaintiff and its attorneys are under investigation by state and federal authorities for robo-signing.

6. The undersigned reviewed and took judicial notice of a number of other Affidavits filed by other defendants in other civil actions throughout North Carolina. The

Defendant's Affidavit is identical to those other Affidavits. The defendants in all of these matters also retained World Law which drafted the Affidavits for the defendants.

7. On December 20, 2012, Plaintiff sent the Defendant its First Request for Admissions, First Set of Interrogatories, and First Request for Production of Documents (hereinafter "Plaintiff's Discovery").

8. On January 15, 2013, the Defendant filed her Responses to Plaintiff's First Request for Admissions, Responses to Plaintiff's First Set of Interrogatories, and Responses to Plaintiff's First Request for Production of Documents (hereinafter "Defendant's Responses to Plaintiff's Discovery"). Defendant's Responses to Plaintiff's Discovery were entirely evasive and nonresponsive. Defendant produced no documents and did not adequately answer the interrogatories or requests for admission. Rather, the Defendant's Responses to Plaintiff's Discovery essentially repeated the same response to each discovery request; namely, the Defendant claimed that she could not produce any documents or answer the interrogatories or requests for admissions until the Plaintiff first provided her with various documents.¹

9. The undersigned reviewed and took judicial notice of a number of other responses to discovery filed by other defendants in other civil actions throughout North Carolina. The Defendant's Responses to Plaintiff's Discovery were virtually identical to those other responses. The defendants in all of these matters retained World Law which drafted the responses to discovery for these defendants.

10. On January 17, 2013, Plaintiff's attorney notified the Defendant that the Defendant's Responses to Plaintiff's Discovery were evasive and inadequate, and requested that those responses be supplemented. The Defendant responded by letter dated January 30, 2013 which was filed with this Court on February 4, 2013. The Defendant's letter reiterated, in relevant part, that the Defendant never opened or used the account, that Plaintiff's Complaint was "bogus", and that the Defendant drafted her own pleadings.

¹ Notably, Plaintiff had already provided these documents to the Defendant (e.g., monthly billing statements)—first, when the account was active; and then later, during this litigation as attachments to Plaintiff's Affidavit Supporting Summary Judgment.

11. The undersigned reviewed and took judicial notice of a number of other letters--similar to the Defendant's January 30, 2013 letter---that were filed by other defendants in other civil actions throughout North Carolina. The Defendant's January 30, 2013 letter was virtually identical to the letters of the other defendants in those other actions. The defendants in all of these matters retained World Law which drafted these letters for these defendants.

12. The undersigned also reviewed and took judicial notice of a Letter of Caution dated May 7, 2012 from the North Carolina State Bar to World Law which said letter accused World Law of committing the illegal and unauthorized practice of law in North Carolina, and which instructed World Law to cease and desist from providing legal advice and court pleadings to North Carolinians.

13. The pleadings filed by the Defendant in the subject case substantiate that World Law has not adhered to the North Carolina State Bar's Letter of Caution.

14. The Defendant never supplemented Defendant's Responses to Plaintiff's Discovery. Accordingly, Plaintiff filed a Motion for Order Compelling Discovery and for Sanctions.

15. At the hearing on March 11, 2013, the Defendant admitted that she owed this credit card debt to Plaintiff. Defendant provided no factual support for the allegations set forth in her pleadings. The Defendant testified that she retained World Law to settle her debts; that World Law prepared the Defendant's Answer, the Defendant's Affidavit, Defendant's Responses to Plaintiff's Discovery, and the Defendant's letter of January 30, 2013 (hereinafter collectively "Defendant's pleadings") and instructed her to file them; and that, pursuant to those instructions, she filed Defendant's pleadings. Defendant filed her pleadings without any consideration for the truth of the matters asserted therein.

16. Plaintiff's attorney's hourly rate of \$250.00 is reasonable given his sixteen years' of experience in the area of debtor-creditor law and in comparison to the hourly rate of other attorneys with similar experience in this locale.

17. It is reasonable for Plaintiff's attorney to have billed for two hours of time in connection with the Defendant's sanctionable conduct in this case.

Based on the foregoing FINDINGS OF FACT, the Court concludes as a matter of law the following:

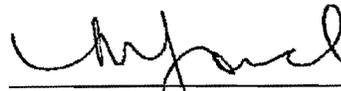
1. The Defendant's pleadings were filed in bad faith. The Defendant made no reasonable inquiry as to whether the Defendant's pleadings were well grounded in fact or warranted by existing law or a good faith argument for the extension, modification or reversal of existing law. The Defendant's pleadings were interposed for an improper purpose; namely, to cause unnecessary delay and the needless increase in the costs of this straightforward credit card collection case.

2. Sanctions are appropriate against the Defendant in this action pursuant to Rule 11, Rule 37, and Rule 56(e) of the North Carolina Rules of Civil Procedure.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. Plaintiff's Motion for Sanctions against the Defendant is hereby granted.
2. Defendant shall reimburse Plaintiff the sum of \$500.00 within thirty (30) days from the date of this Order; and
3. This sanctions award is *in addition to* any costs or attorney's fees already awarded in favor of the Plaintiff by virtue of this Court's Judgment filed on March 11, 2013.

This 25 day of April, 2013.



Hon. Meredith A. Shuford
District Court Judge Presiding
Cleveland County, North Carolina



FILE

State of North Carolina

ROY COOPER
ATTORNEY GENERAL

Department of Justice
9001 Mail Service Center
Raleigh, NC 27699-9001

CONSUMER PROTECTION
Toll Free In NC
(877) 566-7226
Outside of NC
(919) 716-6000
Fax: (919) 716-6050

April 19, 2011

Randy Lepley
World Law Group
P.O. Box 82641
Austin, TX 78708

Re: File No. 1100767
Jeanette S. Raynor
1200-35 St. Joseph Street
Carolina Beach, NC 28428

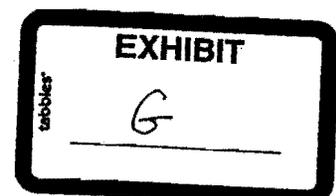
Dear Mr. Lepley:

We have received a complaint against your company by Mrs. Jeanette S. Raynor, of Carolina Beach, North Carolina. A copy of her complaint is enclosed for your review.

Based on the information provided by Mrs. Raynor, it appears that World Law Group may be collecting an advance fee for the offering, solicitation or performance of debt settlement services, which is illegal in North Carolina. Specifically, N.C. Gen. Stat. § 14-423(2), defines illegal "debt adjusting" to include:

"the business or practice of debt settlement ... whereby any person holds himself out as acting for consideration as an intermediary between a debtor and the debtor's creditors for the purpose of reducing, settling, or altering the terms of the payment of any debt of the debtor, whether or not the person distributes the debtor's funds or property among the creditors, and receives a fee or other consideration for reducing, settling, or altering the terms of the payment of the debt in advance of the debt settlement having been completed or in advance of all the services agreed to having been rendered in full."

Accordingly, under the law, any debt settlement business that collects any fee in advance from any North Carolina consumer is deemed to be engaged in the illegal business of debt adjusting. A violation of the law is a criminal offense. In addition, a violation of the law constitutes an unfair and deceptive trade practice under N.C. Gen. Stat. § 75-1.1. The Attorney



April 19, 2011
Page 2

General is authorized to obtain injunctive relief, restitution for consumers, and civil monetary penalties for violations of the law.

We request that you provide a full accounting of all payments received from Mrs. Raynor and issue a refund of all monies collected, unless you can document any payments have been made to her creditors in settlement of any debts. The refund check, payable to Mrs. Raynor, should be mailed to our office. We further request that you provide our office with a complete listing of all North Carolina consumers that you have provided debt settlement services.

We request that your written response, including a total refund to Mrs. Raynor, be received by this office within ten (10) days after receipt of this letter. When submitting your response, please refer to File No. 1100767.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Evers', written over the word 'Sincerely,'.

David C. Evers

Investigator

CONSUMER PROTECTION DIVISION

Enclosure

cc: Jeanette S. Raynor



The North Carolina State Bar
Authorized Practice Committee

208 Fayetteville Street (27601)
Post Office Box 25908
Raleigh, North Carolina 27611
Telephone (919) 828-4620
Fax: (919) 834-8156
Web: www.ncbar.gov

May 7, 2012

World Law Group
c/o Bradley J. Haskins
Attorney at Law
110 Wall Street, Floor 11, Suite 1100
New York, NY 10005

LETTER OF CAUTION
Cease & Desist

Re: Allegation of Unauthorized Practice of Law
File number: 11AP0096

Dear Sir or Madam:

On April 25, 2012, the Authorized Practice Committee met and considered the results of its investigation into the activities of the World Law Group in the above referenced matter. As you will recall, World Law Group was informed of the allegations before the Committee and given an opportunity to respond. World Law Group responded by email from Mr. Haskins. The Committee carefully considered both the information received by it and Mr. Haskins' response.

Based upon all of the information available to it, the Committee believes that these are the pertinent facts in this matter:

World Law Group is a business entity that provides or offers legal services to the public through websites. World Law Group operates at least 2 websites from which it offers the services of lawyers, including worldlawdirect.com and worldlawdebt.com.

World Law Group offers a service through the worldlawdirect.com website where the public can ask a legal question and receive an answer, purportedly provided by attorneys, for \$9.95. According to the website, World Law Group represents to the public:

Our service provides you with an assessment of your legal rights and options. When you use **WORLDLawDirect**, you don't have to make a trip into a law office, you receive information according to your schedule, and you save precious time.

ASK AN ATTORNEY

Submit your legal question. We'll answer -- and resolve your problem -- within 24 hours for just \$9.95!*

David W. Long, Chair
Michael L. Robinson, Vice-Chair

Why use WORLDDirect and pay \$9.95?

WORLDDirect is the leading interactive provider of U.S. and international legal solutions. We've resolved legal issues for over 150,000 satisfied clients.

[Click here for more information.](#)

Ask a lawyer, receive legal help now!

Through its website for worldlawdebt.com, World Law Group is offering to provide "debt relief" services. Among the services provided, World Law Group is preparing court pleadings and responses to discovery for debtors to file "pro se" to defend collection lawsuits. World Law Group has prepared answers that have been filed by at least 8 North Carolina residents in North Carolina courts. Each of these answers is identical except for the names of the debtor and creditor and the amount of debt. World Law Group claims on its website that these documents are prepared by attorneys from the state where the debtor lives, but no attorneys are identified on the website and no licensed North Carolina attorney has communicated with the debtors. The pleadings include frivolous defenses and a counterclaim that may subject the debtor to sanctions by the court.

Nothing in Mr. Haskins' response refuted or contradicted this information.

It is the unauthorized practice of law in North Carolina for anyone other than a licensed North Carolina attorney to provide or offer to provide legal advice or services. Legal services include preparation or assisting in the preparation of court pleadings and other legal documents. N.C. Gen. Stat. §§ 84-2.1, 4, and 5. A business corporation may not provide legal services to its customers in North Carolina even if those services are performed by a licensed North Carolina attorney. The Committee concluded that there was probable cause to believe that the conduct of World Law Group constituted the unauthorized practice of law in violation of these statutes. Accordingly, it voted to issue this Letter of Caution to notify World Law Group of its decision and to demand that it stop engaging in these activities now.

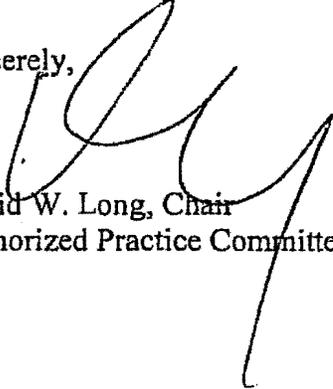
The conduct of World Law Group, as described above, is illegal in North Carolina and must end immediately. World Law Group may not offer to provide legal advice to North Carolina users of its internet website even if the advice is given by lawyers. World Law Group may not prepare or arrange for attorneys to prepare court pleadings for its North Carolina users of its services. World Law Group may not advertise or represent to the public that it can provide legal services in North Carolina. If you continue your activities, the State Bar may seek a court order to perpetually enjoin your unlawful conduct, as the Bar is authorized to do pursuant to North Carolina General Statute Section 84-37 and Chapter 1, Subchapter D, Section .0200 through .0207 of the Rules and Regulations of the North Carolina State Bar. Please also be aware that the unauthorized practice of law can be prosecuted as a criminal misdemeanor offense pursuant to North Carolina General Statute Sections 84-7 and 84-8 (copies enclosed).

World Law Group
Page 3 of 3

Please provide a response with evidence that you have complied with the Committee's decision within 15 days of your receipt of this letter.

Thank you for your cooperation in this matter. Please contact the Committee's counsel, David R. Johnson, if you have any questions.

Sincerely,



David W. Long, Chair
Authorized Practice Committee

DWL/lr