

**IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO**

SHELDON STEIN, Chapter 7 Trustee on
behalf of Debtor Teresa Reid
50 Public Square, Suite 2200
PO Box 5606
Cleveland, Ohio 44101

Case No.

Judge

Magistrate

Jury Demand Endorsed Hereon

Plaintiff(s)

v.

TURNBULL LAW GROUP, LLC
% C T Corporation System
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

Defendant.

COMPLAINT

Plaintiff Sheldon Stein ("Plaintiff" or "Mr. Stein") as Trustee for the Estate of Teresa Reid and for her Complaint for Damages against Defendant Turnbull Law Group, LLC ("Defendant" or "Turnbull") hereby states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Sheldon Stein ("Mr. Stein") is a Standing Chapter 7 Trustee for Cleveland, Ohio. Mr. Stein serves as Trustee for the Estate of Teresa Reid and operates at 50 Public Square, Suite 2200, Cleveland, Ohio 44101.

2. Teresa Reid ("Ms. Reid") is a natural person who resides at 33001 Vine Street, Willowick, Ohio 44095 and has resided at this location for all relevant times herein.

3. Defendant Turnbull Law Group, LLC ("Defendant" or "Turnbull") is a foreign for-profit limited liability company headquartered in Chicago, Illinois. Defendant is registered to do business in the State of Ohio.

4. This Court has jurisdiction pursuant to Ohio Revised Code ("ORC") § 1345.04 as this action arises under the Ohio Consumer Sales Practices Act ("OCSPA").

5. Venue lies in this Court pursuant to Ohio Civ. R. 3(C)(3) as Lake County is the county in which the defendant conducted activity that gave rise to the claim for relief.

INTRODUCTION

6. Ms. Reid is a "consumer" as that term is defined by ORC § 1345.01(D).

7. Defendant is a "supplier" as that term is defined by ORC § 1345.01(C) because it is engaged in the business of effecting or soliciting consumer transactions, either directly or indirectly, by engaging in the business of debt resolution, or holding oneself out, by words of similar import, as providing debt negotiation and debt settlement services to consumers in the State of Ohio for purposes that were primarily for personal, family or household use.

8. Ms. Reid's transaction with the Defendant, as evidenced by a true and accurate copy of the Client Engagement Agreement (the "Agreement") attached as Exhibit A to this Complaint, are a consumer transaction as that term is defined by ORC § 1345.01(A) because the debt resolution services to be performed by the Defendant on behalf of Ms. Reid were provided for purposes that were primarily for personal, family or household use.

9. Turnbull Law Group, LLC committed unfair, deceptive, and unconscionable acts or practices in violation of O.R.C. §§ 1345.02(A) and/or 1345.03(A) of the Consumer Sales

Practices Act including:

- a. Turnbull Law Group, LLC charged an excessive, advance fee for its purported services;
- b. Turnbull Law Group, LLC made false or misleading statements to induce consumers to pay for its purported services;
- c. Turnbull Law Group, LLC violated Ohio Adm. Code 109:4-3-09(A) by accepting money from consumers for goods or services ordered by mail, telephone, or otherwise and then failing to make full delivery or make full refund;
- d. Turnbull Law Group, LLC had knowledge of the inability of Ms. Reid to receive substantial benefit from the subject of the consumer transaction;
- e. Turnbull Law Group, LLC required Ms. Reid to enter into a consumer transaction on terms that it, as "Supplier" as defined by law, knew was substantially one-sided in its favor;

10. Plaintiff has a private right of action under the OCSPA for the claimed transaction and such action provides for remedies including actual damages, costs, treble damages, statutory damages and attorneys' fees.

STATEMENT OF FACTS

11. Plaintiff alleges and incorporates herein every allegation set forth in the preceding paragraphs as though the same were fully rewritten herein.

12. At all times relevant, Defendant acted by and through its authorized agents and/or employees before, during, and after the transaction with Ms. Reid.

13. At all times relevant to this action, Defendant was engaged in the business of "debt negotiation" and "consumer litigation defense."

14. During all times relevant to this action, Defendant regularly engaged in business in Ohio and directed solicitations to residents of Ohio.

15. Defendant's conduct included some or all of the following, among other things:

- a. holding itself out to the public, including consumers such as Ms. Reid in Ohio, as providing debt resolution services by negotiating a reduction in the debt owed to creditors and making payment to creditors on behalf of its customers;
- b. holding itself out to the public, including consumers such as Ms. Reid in Ohio, as providing attorney representation if any creditors take legal action to collect on a debt to its customers;
- c. holding itself out as an expert in settling unsecured consumer debt for less than what is owed to a creditor;
- d. directing business solicitations into the State of Ohio seeking participation in Defendant's debt settlement program;
- e. contracting in Ohio with Ohio consumers for various services, including debt settlement services; and
- f. offering to perform and performing activities for Ohio residents, including debt settlement services.

16. In or around 2020, Ms. Reid was experiencing financial difficulty in paying her unsecured debt.

17. Based on Ms. Reid's Client Engagement Agreement, Ms. Reid hired Defendant for debt settlement services on or about May 8, 2020. *See* Exhibit A.

18. Upon information and belief, however, the Agreement is unfair, deceptive, and unconscionable in the following respects:

- a. it is substantively unconscionable in that it:
 - i. permits Defendant to charge an excessive and illegal fee for debt resolution services.
- b. the Agreement is procedurally unconscionable in that Turnbull used its superior bargaining position to extract a wholly one-sided agreement with Ms. Reid that:
 - i. she did not fully understand;
 - ii. that was not a product of meaningful negotiations; and
 - iii. that was drafted solely for the benefit of Defendant who occupied the strongest bargaining position as between itself and Ms. Reid, who is not a sophisticated consumer of financial or legal services.

19. At the time of enrollment into the debt settlement program with Turnbull, Ms. Reid signed a power of attorney giving Turnbull the authority to act as her attorney to fully represent her in any "litigation or negotiation of the modification, reduction, settlement, and payment on any and all debts allegedly due.." The power of attorney further described

litigation representation to include attendance at all court hearings, if applicable. A true and accurate copy of the Power of Attorney is attached to this Complaint as Exhibit B.

20. At the time of enrollment into the debt settlement program with Turnbull, it was strongly recommended by Turnbull that Ms. Reid also set up a “dedicated payment account” to manage payment to creditors and other related fees on her behalf.

21. On or about May 8, 2020, Ms. Reid entered into an agreement with Finxera for a “special purpose account” designated to repay her debts in accordance with the debt settlement plan created with Turnbull.

22. Upon initial enrollment, Ms. Reid was to deposit a sum of \$214.00, twice per month, for a period of forty-eight (48) months. *See Exhibit A.*

23. Upon initial enrollment, ten (10) of Ms. Reid’s creditors were enrolled in the debt settlement program with Turnbull. *See Exhibit A.*

24. In or around September 2020, Ms. Reid amended the Agreement with Defendant to add additional creditors to her debt settlement program. The Amendment required an increase in Ms. Reid’s monthly payment to Defendant from \$428.00 to \$542.00.

25. On or about March 29, 2021, Ms. Reid received an email from Casey Jacobs, a Turnbull litigation attorney, requesting authorization to present a settlement in the litigation action, *Citibank v. Reid*. The proposed settlement was to be paid out of the funds Ms. Reid already had in her dedicated account with Finxera and was to have no effect on any other settlements in Ms. Reid’s debt settlement program.

26. On or about November 10, 2021, Ms. Reid authorized an additional amendment to the Agreement with Defendant to add additional creditors to her debt settlement program.

The Amendment required Ms. Reid's deposit a monthly payment of \$750.00 into her dedicated account. The new payment calendar was scheduled to begin on December 1, 2021 and extend through May 1, 2025.

27. Throughout the course of two (2) years, the Defendant had negotiated only less than half of the debt accounts Ms. Reid had enrolled into the debt settlement program.

28. Ms. Reid has made over \$18,000.00 in payments to Defendant and received nothing substantive in exchange.

29. As a direct result of the actions and inactions of Defendants either directly or through its agents, Ms. Reid found herself in immediate financial peril and made the decision to retain counsel and file Bankruptcy.

30. Ms. Reid would not have contracted with Defendant had it not been for the various oral and written promises and representations made to her about the services Defendant could achieve for her.

31. Prior to the filing of the Chapter 7 petition, Ms. Reid agreed to pay her Bankruptcy Attorney \$1,657.00. Ms. Reid also provided a \$338.00 filing fee.

32. Mr. Stein became the Trustee for the Estate of Teresa Reid when Ms. Reid filed her Chapter 7 Bankruptcy, Case No. 22-13622, which is currently pending in the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division at Cleveland (the "Bankruptcy").

COUNT ONE: VIOLATION OF THE OCSPA

33. Plaintiff alleges and incorporates herein every allegation set forth in the preceding paragraphs as though the same were fully rewritten herein.

34. Ms. Reid is a consumer within the meaning of ORC § 1345.01(D).

35. The Defendant is a "supplier" as that term is defined by ORC § 1345.01(C).

36. As demonstrated by the allegations set forth in the preceding paragraphs and Exhibit A, the transaction between Ms. Reid and the Defendant is a "consumer transaction" because the debt resolution services to be performed by the Defendant on behalf of the Plaintiff were provided for purposes that were primarily for personal, family or household use.

37. Turnbull Law Group, LLC committed unfair, deceptive, and unconscionable acts or practices in violation of O.R.C. §§ 1345.02(A) and/or 1345.03(A) of the Consumer Sales Practices Act including:

- a. Turnbull Law Group, LLC charged an excessive, advance fee for its purported services;
- b. Turnbull Law Group, LLC made false or misleading statements to induce consumers to pay for its purported services;
- c. Turnbull Law Group, LLC violated Ohio Adm. Code 109:4-3-09(A) by accepting money from consumers for goods or services ordered by mail, telephone, or otherwise and then failing to make full delivery or make full refund;
- d. Turnbull Law Group, LLC had knowledge of the inability of Ms. Reid to receive substantial benefit from the subject of the consumer transaction;
- e. Turnbull Law Group, LLC required Ms. Reid to enter into a consumer transaction on terms that it, as "Supplier" as defined by law, knew was substantially one-sided in its favor;

38. Such actions have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, O.R.C. §§ 1345.01 to 1345.99.

39. Defendant committed the violations after such decisions were available for public inspection pursuant to O.R.C. §1345.05(A)(3).

40. Specifically, the following cases have held that the acts and practices committed by Defendant violate the Ohio Consumer Sales Practices Act: *McKeen v. Professional Debt Solutions* (Belmont Co. Ct. C.P. 2013), Case No.: 12 CV306 (PIF 10003061); *In Re Mortgage Assistance Solutions, LLC*, Docket No.: 359847, January 28, 2009 (PIF# 10002750); *State of Ohio ex rel. DeWine v. Nelson Gamble Associates* (Franklin Co. Ct. C.P. 2012), Case No.: 12 CV3049 (PIF# 10003127); *State of Ohio ex rel. DeWine v. Rojas* (Cuyahoga Co. Ct. C.P. 2012), Case No. CV-12-780588, (PIF #10003040); *State of Ohio ex rel. Rogers v. Lavensky*, (Cuyahoga Co. Ct. C.P. 2008), Case No. CV-07-632077, (PIF #10002711); and *State of Ohio ex rel. Cordray v. Brotherton* (Greene Co. Ct. C.P. 2009), Case No. 2009 CV 0709 (PIF # 10002831).

41. The Defendant knowingly committed unfair, deceptive, and unconscionable acts and practices.

42. As a direct and proximate result of the actions of the Defendant which violate the CSPA, Mr. Reid is entitled to an award of actual damages of at least \$18,000.00 statutory non-economic damages of up to \$5,000.00 for her emotional distress, treble damages, and an award of her reasonable attorney's fees and costs.

43. Defendant's actions in this matter have been willful and malicious or have been undertaken with such reckless disregard of Ms. Reid's rights that malice may be inferred, subjecting Defendant to liability for punitive damages.

PRAYER FOR RELIEF

WHEREFORE Plaintiff TERESA REID respectfully requests the following relief from Defendant TURNBULL LAW GROUP, LLC:

- A. For an award of actual damages to Ms. Reid of at least \$18,000.00 and in a total amount to be determined at trial against the Defendant for the allegations contained in Count I of the Complaint;
- B. For an award of non-economic damages of up to Five Thousand Dollars (\$5,000.00) to Ms. Reid from the Defendant for the allegations contained in Count I of the Complaint;
- C. For treble damages in an amount to be determined to Ms. Reid from the Defendant for the allegations contained in Count I of the Complaint;
- D. For an award of all of Plaintiff's reasonable attorneys' fees and costs against the Defendant for the allegations contained in Count I of the Complaint;
- E. For all other relief this Court deems just and proper.

Respectfully Submitted,

/s/Marita I. Ramirez, Esq.

Marc E. Dann (0039425)

Brian D. Flick (0081605)

Marita I. Ramirez (0101882)

DANNLAW

15000 Madison Avenue

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Attorneys for Plaintiff

JURY TRIAL DEMAND

Pursuant to Ohio Rules of Civil Procedure, Rule 38, the Plaintiff, Teresa Reid requests and demands a TRIAL BY JURY of all issues as may be tried by a Jury in the litigation as alleged by this COMPLAINT and as may be raised by any current and all future pleadings of any of the current parties or additional parties.

/s/Marita I. Ramirez
Marita I. Ramirez, Esq.

EXHIBIT A



55 East Monroe Street, Suite 3800,
Chicago, IL 60603



Client Engagement Agreement

This document is a legally binding client engagement agreement ("Agreement") confirming that you ("Client") and Turnbull* Law Group, LLC ("Turnbull") wish to form an Attorney / Client relationship.

Client is retaining Turnbull to help resolve the specific debts listed in this Agreement that Client cannot reasonably satisfy in accordance with their existing terms. The legal representation contemplated in this Agreement is referred to as a Debt Resolution Program. In return for Turnbull's services, Client agrees to pay the fees to Turnbull described in this Agreement.

The specifics of Turnbull and Client's responsibilities and expectations with regard to this relationship are discussed in this Agreement in the following order:

1. TURNBULL'S LEGAL SERVICES
2. FEES AND COSTS OF SERVICES
3. TERMINATION OF THIS AGREEMENT
4. ADDITIONAL TERMS AND DISCLOSURES
5. CLASS ACTION WAIVER

Following the Attorney / Client Agreement are various notices, disclosures, schedules, lists, and authorizations related to this Agreement's terms. The contents of all documents enclosed are material to Turnbull's representation of Client, and are incorporated into this Agreement.

* Christopher T. Turnbull is licensed to practice law in Illinois only.



Client Engagement Agreement

Client Information

Client		
Full Name: Teresa Reid	DOB: [REDACTED]	SSN: [REDACTED]
Address: 33001 Vine ST Unit C13	City: Willowick	State , Zip Code: OH, 44095
Home Phone [REDACTED]	Cell Phone [REDACTED]	Email Address: [REDACTED]
CO-CLIENT		
Full Name:	DOB:	SSN:
Address: 33001 Vine ST Unit C13	City: Willowick	State , Zip Code: OH, 44095
Home Phone [REDACTED]	Cell Phone (000)000-0000	Email Address:
PROPOSED PROGRAM INFORMATION		
Total Unsecured Debt: \$24,872.00	Estimated Program Length (months): 48	
Date of First Payment: May 15, 2020	Program Payment Amount (monthly): \$428.00	
*Estimated Total Payments: 48	*Estimated Total Fees: \$6,715.00 ^{DS} Initials: <u>TR</u>	
Law Firm Contact:	800-674-1504	

* - The estimates provided above are just that - good faith estimates. The actual results vary on a case by case basis. In addition, the accuracy of these estimates is dependent on the accuracy of the information Client provides, the terms of the settlements Turnbull are able to negotiate with Client's creditors, and on Client's ability to save a consistent amount each month.



Client Engagement Agreement

1. TURNBULL'S LEGAL SERVICES

Turnbull's services are performed by a group of professionals, including attorneys, paralegals, negotiators, assistants and others. Attorneys directly supervise the activities they do not directly perform. Turnbull will perform the various services described in this section.

1.1. Debt Analysis

Turnbull will review Client's personal hardship and other debt circumstances and formulate a plan to negotiate improved terms.

1.2. Negotiate and Resolve Client Debt

Turnbull will represent Client in the negotiation and resolution of unsecured debts listed in the Creditor Listing enclosed with this Agreement. Representation related to any debt is governed by the promises and limitations discussed throughout this Agreement.

1.3. Litigation Defense Services

Creditors and/or debt collectors may file lawsuit(s) against Client in order to collect non-payment of owed debt(s).

Turnbull will provide Client with litigation defense services in the event Client is served with a summons and complaint regarding a debt listed on the Creditor Listing after the effective date of the representation. These litigation defense services may include representation of Client in court and/or negotiations out of court, and are further conditioned and limited by other terms of this Agreement, circumstances of practicality, and jurisdictional rules. The services, limitations and conditions of Turnbull's litigation defense representation include the following:

Services

1. Turnbull will receive, review, and analyze any summons, complaint, petition, application, or other operative pleading Client has received.
2. Turnbull will evaluate potential legal defenses to the plaintiff creditor's suit.
3. Turnbull will review, analyze, and counsel Client regarding collection activity and debt restructuring associated with the litigated debt.
4. Turnbull will engage with the plaintiff or its hired legal counsel on Client's behalf in an attempt to negotiate a resolution of the litigation.
5. Turnbull's attorneys may determine that a valid defense exists to the law suit, or that the suit is defective in some way favorable to Client. This determination varies by jurisdiction, current legal trends, and the personal knowledge of the local attorney.
6. If Turnbull's assigned attorney determines that Client is likely to gain a favorable result through continued defense of the litigation, he or she will prepare and file responsive pleadings on Client's behalf, appear at subsequent court proceedings, and continue defense through various stages of litigation, including trial, if prudent.
7. If Turnbull determines in its sole discretion that it does not have a good faith basis to assert a defense to the litigation on Client's behalf, Turnbull will communicate this determination to Client and discuss alternative potential strategies for resolving the litigation. In such cases, Turnbull's strategy may include, but would not be limited to, engaging in out of court negotiations directly with the creditor.

Conditions and Limitations

1. All pages of any summons, complaint, exhibits, petitions, and/or other pleadings served on Client must be submitted to Turnbull.
2. All lawsuit paperwork must be submitted to Turnbull no less than fifteen (15) days prior to the lawsuit response date, or immediately upon Client's receipt of lawsuit paperwork.

3. If the litigation is in a jurisdiction that permits less than fifteen (15) days' notice, all lawsuit paperwork must be submitted no less than seven (7) days prior to the lawsuit response date.
4. All lawsuit paperwork must be submitted to Turnbull at its fax number 888-376-4919 or email address clientsupport@turnbulllawgroup.com
5. Client must be current on the agreed payment plan in order for Turnbull to provide litigation defense services.
6. Turnbull is not required to provide litigation defense services on any lawsuit of which Client had knowledge prior the execution of this Agreement with Turnbull. Knowledge of a lawsuit is typically determined by service of process (delivery of a summons and/or legal complaint to the party being sued).
7. Turnbull will not provide litigation defense related to debts which are not included in the Creditor Listing of enrolled debts under this Agreement.

1.4. Work Performed by Contracted Parties

Turnbull may contract work relating to this Agreement to third parties for such tasks including, but not limited to customer service. Turnbull attorneys will supervise all third-party entities to ensure contracted services comply with Turnbull's rules and regulations.

1.5. Services Outside Scope of Representation

Turnbull's services are limited to debt resolution and related litigation defense services. Turnbull will not provide accounting, financial planning, or tax advice. Turnbull does not engage in credit repair or credit reporting. Turnbull does not attempt to resolve debts on which a judgment has been obtained. Bankruptcy services and defense or prosecution of any debt not listed in the Creditor Listing are outside the scope of representation under this Agreement. Further, Turnbull cannot guarantee that creditor or collector harassment will cease at any point in the representation. However, under some circumstances Turnbull may take appropriate legal action against creditors or collectors engaged in illegal activity.

1.6. Bankruptcy and Other Alternatives

Turnbull may discuss alternative legal routes with Client in the event of changing circumstances on any enrolled debt(s), such as Chapter 7 and 13 Bankruptcies.

1.7. Conditions to Effectiveness of this Agreements

This Agreement does not take effect, and Turnbull has no obligation to provide any services to Client, until:

- a. both Client and Turnbull have executed a copy of this Agreement;
- b. Client meets with a Turnbull attorney in Client's state by video conference (or audio conference if video conference is not available to Client) and the Turnbull attorney has reviewed and approved Client for representation by Turnbull; and
- c. Client makes the first payment into Client's Dedicated Account as described below in Section 2.4 Application of Client Funds.

1.8. Assistance in Dealing with Difficult Creditors

It is important to understand that Turnbull cannot force a creditor to negotiate Client's debt. Although Turnbull will not accept a debt into the program from creditors it knows will not negotiate debts, there are times when a creditor that has negotiated with Turnbull in the past may refuse to negotiate a debt. In such instances, the Turnbull attorneys or negotiators may require Client's assistance in participating in the negotiation process. Turnbull personnel will provide the information needed in order for Client to contact the creditor directly in an effort to reach a satisfactory settlement. Client may decline to participate in the negotiation process with the creditor and either request Turnbull to continue to attempt to negotiate with the creditor on Client's behalf, or withdraw the debt from Turnbull's debt negotiation program without charge or penalty at any time before it is settled.

1.9. Timing and Amount of Settlement Offers:

Turnbull will begin contacting Client's creditors as soon as Turnbull determine that a good faith offer to settle a given debt, whether on a lump-sum or installment basis, may be made, based on such factors as the creditor's settlement policies, the rate of account accretion, the size of each debt and how close a debt may be to charge- off. Some creditors prefer that they not be contacted until Client has accumulated sufficient funds in Client's Dedicated Account to allow a negotiated resolution within their historic norms. While settlement guidelines differ widely among creditors, an accumulation of 25% of the then-current balance of a debt will normally enable Turnbull to make a good-faith offer to settle that debt.

1.10. Client Credit Information:

Client agrees that Turnbull may receive and review Client's nonpublic, personal financial and credit information as necessary or appropriate for Turnbull to properly evaluate Client's financial situation and validate Client's participation in the debt resolution program.

Client understands that by initialing this provision Client is providing 'written instructions' to Turnbull under the Fair Credit Reporting Act authorizing Turnbull to obtain information on an on-going basis from Client's personal credit report or other information from Experian for the duration of Client's debt resolution program unless Client withdraws consent. Client authorizes Turnbull to obtain such information solely for debt resolution purposes. Client may withdraw consent for ongoing credit pulls at any time by contacting Turnbull by telephone at 800-674-1504, by fax at 888-376-4919 or by email at clientsupport@turnbulllawgroup.com.

Initials

TR



Client Engagement Agreement

2. FEES AND COSTS FOR SERVICES

Turnbull does not collect a fee for its debt resolution services unless and until a debt is successfully resolved. Turnbull's fees are payable according to the following terms.

2.1. Retainer Fee and Service Cost

The Retainer Fee is 6.5% of the amount of debt Client enrolls in the Turnbull program. This fee covers the initial work performed by Turnbull in crafting and reviewing Client's specific debt negotiation plan, as well as continued legal work in securing or approving settlements, counseling Client on the phone, providing litigation defense services and other related legal tasks as required by Client's circumstances.

In addition to the legal services provided by Turnbull, there are non-legal, law-related services related to the implementation, management and maintenance of Client's debt negotiation plan performed under the supervision of Turnbull's attorneys. These non-legal, law-related services are provided at a cost of 20.5% of Client's total scheduled debt (the "Service Cost").

Together, the Retainer Fee and Service Cost equal 27% of the total amount of debt Client enrolls in the Turnbull program.

Turnbull has a non-exclusive reciprocal referral agreement with an independent contractor to provide non-legal, law-related services under Turnbull's direct supervision. Representatives of the independent contractor cannot and will not provide any legal advice. Legal advice will only be communicated to Client by Turnbull. Although these non-legal, law-related services are performed under Turnbull's supervision, a court may determine that there is no attorney-client relationship between Client and the independent contractor representatives in regard to these services, and communications between Client and the independent contractor representatives might not be protected by attorney-client privilege.

2.2. Program Details

Total Unsecured Debt: \$24,872.00	Estimated Program Length (months): 48
Date of First Payment: May 15, 2020	Monthly Payment Amount: \$428.00
*Estimated Total Payments: 48	*Estimated Total Fees: \$6,715.00

* - The estimates provided above are just that - good faith estimates. The actual results vary on a case by case basis. In addition, the accuracy of these estimates is dependent on the accuracy of the information Client provides, the terms of the settlements Turnbull are able to negotiate with Client's creditors, and on Client's ability to save a consistent amount each month.

2.3. When and How Turnbull's Fees are Paid

No fees are collected by Turnbull until a debt is settled. The fee is due upon the occurrence of all of the following:

- Turnbull negotiates, either through its own efforts or as a result of its debt resolution strategy, the settlement of a debt,
- Client agrees to the terms of the settlement, and
- Client makes a payment toward the settlement of the debt (unless the terms of the settlement require no payment by Client, in which case Turnbull would still be entitled to receive its fee for resolving that debt).

Turnbull will charge Client the proportionate share of the Retainer Fee and Service Cost for the settled debt based on the enrolled amount of the debt as reflected in the attached Creditor Listing, subject to any modifications which may occur as discussed in Sections 2.8 (Increases in Balances of Accounts Subject to Representation) and/or 2.9 (Verifying Enrolled

Debt Balance) below.

Although the settlement offers Turnbull negotiates, either through its own efforts or as a result of its debt resolution strategy, may have terms that require a single payment (for example, a \$1,500 lump sum payment to settle a \$4,000 debt) or that require a number of payments (for example, payments of \$500 per month for eight months to settle a \$10,000 debt), the fee for the settlement of any debt is earned and charged in full at the time Client makes the first payment to a creditor on an agreed settlement of a debt.

Turnbull will present Client with a settlement offer once Client has accumulated sufficient funds in the Dedicated Account to pay both the negotiated amount of the settlement and the fee associated with that debt. Once earned, fees will be paid to Turnbull by the Dedicated Account holder based on Client's authorization set forth in this Agreement.

2.4. Client's Dedicated Account

All funds paid by Client will be saved in an authorized Federal Deposit Insurance Corporation (FDIC) insured bank account in Client's name (the "Dedicated Account") held by a third party Dedicated Account holder (See Dedicated Account Agreement) for use in making payments toward any settlements negotiated and paying Turnbull's fees under the terms of this Agreement.

All funds in Client's Dedicated Account shall belong to and will remain under Client's control at all times, and may be withdrawn by Client at any time without penalty. If Client notifies Turnbull or the third party Dedicated Account holder of a request to withdraw their funds, Client shall be entitled to receive all funds in the Dedicated Account, other than any funds that have previously been earned by Turnbull under the terms of this Agreement, within seven (7) business days of such request.

It is strongly recommended that Client retain all funds available for settlement payments and fees in the Dedicated Account to allow Turnbull the greatest ability to effectively represent Client under the terms of this Agreement.

Initials

TR

2.5. Method and Timing of Payment

Client agrees that Client's fees and costs described in this Agreement will be automatically drafted by the third party Dedicated Account holder from Client's bank account into the Dedicated Account. Client's first payment will start on May 15, 2020 and continue thereafter either once or twice a month based on the schedule agreed with Client.

2.6. Early Program Completion and Pre-Payment of Program Fees

If Turnbull resolves all debts listed in this Agreement before the scheduled date of Client's final Retainer Fee or Service Cost payment, Client must continue to make all payments for the Retainer Fee Service Cost outlined in this Agreement.

2.7. Fees and Costs of Litigation Defense Services

Client must pay all fees and costs associated with the litigation defense services, including any court filing fees and other court-imposed costs associated with the litigation. These costs vary by jurisdiction. Turnbull will NOT advance these filing fees or other costs. Client acknowledges that failing to timely pay necessary costs may have adverse consequences, including but not limited to entry of judgment against Client in the litigation. Client agrees and acknowledges that Turnbull will not be responsible for acting in response to a lawsuit against Client until such time as the fees or costs associated with the lawsuit have been paid by Client.

If a litigated matter proceeds to trial, Client will also be required to pay the costs associated with Turnbull's trial preparation, including without limitation, photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, travel costs including parking, mileage, transportation, meals, and hotel costs, investigation expenses, and other similar items. These costs must be paid in advance unless otherwise agreed by Turnbull and Client.

2.8. Increases in Balances of Accounts Subject to Representation

Client acknowledges and agrees that Client will not continue to incur any additional debt on any accounts subject to this Agreement, other than late fees, interest, and penalties. Any additional charges Client incurs after the effective date of this Agreement on any enrolled debt will impair Turnbull's ability to secure settlement offers. Accordingly, Client agrees not to incur any additional charges on any debt after the effective date. This Agreement covers only the obligations listed in the attached Creditor Listing. In the event additional charges are incurred on any enrolled debt after the effective date,

Client agrees that Turnbull may adjust the balance of such debt and the amount of the fee associated with the resolution of such debt to include the amount of the additional charges. Client's program fees, program length and draft amounts may increase due to any additional balances incurred by Client.

2.9. Verifying Enrolled Debt Balance

If Client has completed the Creditor Listing (enclosed with this Agreement and incorporated by reference) based on one or more credit card statements dated prior to the effective date of this Agreement, or without any credit card statement at all, the Creditor Listing may not reflect the actual amounts owed to each of Client's creditors. If this is determined to be the case, Turnbull may at its discretion contact some or all of Client's creditors to ascertain the exact amount owed to the creditor(s) as of the effective date. If the amount actually owed to any creditor on the effective date differs from the amount set forth in the Creditor Listing, Client agrees that the amount shall be deemed restated to reflect the actual amount of the debt as of the effective date, with any corrected amount(s) controlling for all purposes going forward, including calculation of the Retainer Fee and Service Cost charged under the terms of this Agreement.

2.10. Default on Negotiated Settlement Terms

In the event Turnbull negotiates the settlement of a debt for Client with agreed-upon payment terms accepted by Client, and Client fails to comply with the terms of the settlement agreement, Turnbull is not required to renegotiate the debt. Client may request Turnbull to renegotiate such debt, and Client acknowledges and agrees that any such renegotiation may result in an increase of the settlement amount.

3. TERMINATION OF THIS AGREEMENT

3.1. Termination by Client

Client may terminate this Agreement at any time, and for any reason. Should Client terminate this Agreement before all debts subject to the representation are resolved, all savings and unearned fees in Client's Dedicated Account will be refunded to Client.

3.2. Termination by Turnbull

This Agreement may be terminated by Turnbull at any time for good cause and upon reasonable notice to Client. In addition, subject to any applicable legal and ethical standards, Turnbull may withdraw from representing Client in any litigation under the terms of this Agreement either with Client's consent or with the permission of the applicable court.

3.3. Definition of "Good Cause" for Termination by Turnbull

- a. **Failure to Cooperate with Turnbull.** Client must cooperate and comply with all reasonable requests by Turnbull and its agents in connection with the services to be performed under this Agreement, including requests for information and documentation, responses to settlement offers, and matters related to any litigation. Client acknowledges and agrees that failure to cooperate with Turnbull is grounds for Turnbull to terminate this Agreement and/or to withdraw from representation of Client in any litigation associated with Client's failure to cooperate.
- b. **Failure to Pay Filing Fees or Other Fees or Costs of Litigation.** If Client fails to pay any of the court filing fees or other fees or costs associated with the litigation of an enrolled debt as required under the terms of this Agreement, Turnbull may terminate this Agreement and withdraw from representation of Client in any litigation associated with this Agreement. Moreover, Client agrees and acknowledges that the failure to pay the costs associated with a trial in a timely manner shall constitute sufficient grounds for Turnbull to withdraw from representing Client in connection with the lawsuit.
- c. **Failure to Follow Turnbull's Advice on Reasonable Settlements.** Client agrees and acknowledges that Turnbull has an obligation to Client as both a counselor and as an advocate, and that the underlying purpose of the Representation is to negotiate settlement of Client's debts. In the event that Turnbull negotiates a reasonable settlement offer and advises Client to accept, Client agrees that he or she shall not unreasonably withhold consent to accept the offer. Client acknowledges and agrees that it is unreasonable to withhold consent on a settlement offer when Client has no valid defense to the litigation claims at issue. If Client refuses to consent to a reasonable settlement offer, Client agrees that Turnbull may withdraw from representing Client in any litigation associated with the settlement offer at issue.

3.4. Withdrawal from Representation of Client in Litigation

In the event that Turnbull is entitled to withdraw from any litigation for whatever reason, Client agrees to execute any documents necessary to effectuate this withdrawal, including, without limitation, the execution of a substitution of attorney document that relieves Turnbull as counsel in the litigation. If Client fails to execute any necessary documents, Turnbull may request the court to be relieved as Client's attorney in that particular matter. Client acknowledges and agrees that Turnbull's withdrawal from any specific litigation does not necessarily terminate Client's entire representation by Turnbull in connection with any other litigation or for other services falling within the scope of representation under this Agreement. Notwithstanding Turnbull's withdrawal and without regard to the reasons for the withdrawal, Client will remain obligated to pay Turnbull pursuant to the terms of this Agreement for any services performed up to and including when Turnbull delivers its withdrawal notice to Client or Turnbull receives a court order authorizing its withdrawal.



Client Engagement Agreement

4: Additional Terms and Disclosures

4.1. Client's Responsibilities

- a. Work with Turnbull to develop a feasible monthly payment plan based on the total amount of debt to be modified, which contemplates funds to deposit for use in settling enrolled debts plus Turnbull's fees either once or twice a month based on the schedule agreed with Client;
- b. Provide Turnbull with accurate and complete information relating to Client's finances and the state of Client's financial hardship as documented in the attached Hardship and Budget Information statement;
- c. Provide Turnbull accurate and complete information and documents relating to any debts subject to Turnbull's representation, including identifying each debt by creditor's name, current account balance, and account numbers;
- d. Forward all correspondence from creditors and collection agencies to Turnbull as soon as possible, but no later than five (5) days from receipt;
- e. Make all scheduled payments to Client's Dedicated Account in a timely manner;
- f. Refrain from discussing debts with creditors or collection agencies if contacted by them;
- g. Notify Turnbull in writing of any settlement offers Client receives, including all of the terms and conditions of the offer;
- h. Be willing and able to aid in negotiations when necessary, understanding that Client's level of involvement will not affect the terms of this Agreement but may affect the speed and effectiveness of Turnbull's efforts;
- i. Respond timely to all requests or communications from Turnbull or its representatives, and promptly provide Turnbull with any change of address or other contact information; and
- j. Make timely and complete payments on settlements negotiated by Turnbull and approved by Client.

4.2. Client's Authorizations

Client authorizes Turnbull to:

- a. disclose information regarding Client's financial condition or status to any creditors and collectors in connection with effective representation;
- b. hold itself out as Client's representative to any party seeking to collect the debts listed in the Creditor Listing; and
- c. engage creditors and collectors to negotiate reduction of the debts listed in the Creditor Listing.

4.3. Client Acknowledgments

Client acknowledges and agrees as follows:


- a. The Program Details are based on previous settlement averages achieved and calculated by Turnbull. Accordingly, the actual amount paid into the program may vary. More or less funding may be required to settle all enrolled debts.
- b. The program's contemplated duration is an estimate based on full and timely payment each month as listed in the Program Details section. Any variation of payments, as well as many other factors, can affect the length of the program.
- c. The success of Turnbull's representation on any particular debt may vary based on a number of factors, including Client's ongoing ability to make timely deposits to the Dedicated Account, the willingness of creditors to negotiate settlements of enrolled debt and other factors that are outside Turnbull's control.
- d. The program may result in collection efforts by creditors and/or collectors. Client should notify Turnbull of harassment, as there may be steps Turnbull can take to prevent or rectify illegal harassment.

Initials: TR


- e. Any reduction in the amount owed by Client may be considered a taxable event. Client should consult a tax professional to determine any tax obligations which may result from debt settlements.
- f. Until Client authorizes and approves a settlement of an enrolled debt, no payments of any kind, including any monthly minimum payments, will be made to Client's creditors, unless Client provides Turnbull with Settlement Pre-Authorization. Settlement Pre-Authorization provides that in the event Turnbull is unable to contact Client

for settlement offer approval after making reasonable efforts, Client authorizes Turnbull to proceed with any settlement resulting in a savings of 50% or more of the enrolled debt.

- g. The program may increase the amount Client owes due to the accrual of late fees and interest. However, as long as Client completes the program, these late fees and interest will be part of the negotiation of Client's debt by

Turnbull ^{DS}

 Initials

- h. Client's participation in the program will likely have an adverse effect on Client's creditworthiness and/or credit score.

^{DS}

 Initials

- i. Client should not incur any new or additional debt and should refrain from using or obtaining credit during the Turnbull debt resolution representation. Client understands and agrees that all credit cards or lines of credit shall be closed and that no additional credit cards or lines of credit should be applied for during the Turnbull debt resolution representation. Client understands and acknowledges that Client may keep credit cards out the program for emergency purposes only. These credit cards should not be from the same issuing bank as any accounts enrolled in the Turnbull debt resolution representation.
- j. No debts listed in the Creditor Listing have been secured by any personal or real property.
- k. Active, inactive, or former military personnel understand that his/her military rank, pay and/or benefits may be adversely affected by delinquent debt accounts and/or a decreased credit rating, and Turnbull shall not be held responsible for any negative consequences that may occur to such personnel by their enrollment into the debt resolution plan.
- l. A Client with or who is or will be seeking, Security Clearance, including military members, contractors and consultants, understands that his or her Security Clearance may be adversely affected by delinquent debt accounts and/or a decreased credit rating, and Turnbull shall not be held responsible for any negative consequences that may occur by such personnel to their enrollment in the debt resolution plan.

4.4. Voluntary Participation

Client understands that participation in Turnbull's program is voluntary and Client may, upon written request, cancel Turnbull's services at any time prior to the original estimated conclusion date of the program. Client also agrees that:

- Early termination may prevent Turnbull from providing all services outlined herein and Turnbull will not be responsible for any unresolved accounts upon cancellation.
- In the event of any early termination of this Agreement, all Retainer Fees and Service Costs that have been earned and collected shall be considered earned and are non-refundable.
- Upon termination of this Agreement, any funds held in Client's Dedicated Account, less any amounts paid or owed in the form of fees and settlement payments, shall be remitted to Client by paper check or ACH transfer.
- Turnbull will not collect any additional fees that have not previously become due after the termination date.
- Following early termination by Client, Client debts may be re-enrolled in the program only in Turnbull's discretion.

4.5. Skipped Drafts

- In the event Client requests to skip a monthly draft, Client shall notify Turnbull at least five (5) business days prior to the scheduled draft.
- An additional month shall be added onto Client's program to make up for each month Client skips a draft.
- Turnbull may deny a skip request and/or limit the number of approved skipped drafts if Turnbull determines it is in Client's best interest to continue drafting Client's monthly payment. Reasons for denying a skip request may include, but are not limited to, a resulting inability to negotiate and settle debts, potential acceleration of litigation and the default of active settlements

4.6. Extension of Representation

In the event Client's debts are not fully settled at the end of the estimated program timeframe, Turnbull will automatically extend Client's program and continue to draft Client's monthly payment unless Client notifies Turnbull in writing that Client does not wish to extend the representation.

4.7 Methods and Recording of Communications

Client authorizes and consents to Turnbull and its attorneys, agents, representatives, affiliates, marketing associates and/or outside service providers communicating with Client by telephone, cellular phone, email or text message, including using robocall and/or autodialer technology. Client's agreement to the above terms is not a condition for the purchase of the

services and Client may withdraw this authorization and consent at any time by sending a signed, written notice to Turnbull. This also confirms that Client authorizes and consents to the above persons and entities monitoring and/or recording any of Client's telephone, cellular phone or other communications with them. This also confirms that, in the course of providing the services on Client's behalf, private information about Client may be transmitted over the Internet and that Client accepts the risk that such data may be accessed by someone other than the intended recipient. Client further agrees that Turnbull shall not be liable for any damages incurred as a result of any interception by a third party of an e-mail transmission sent by Turnbull pursuant to this authorization. This authorization may be revoked by Client at any time, but it shall remain in effect until Turnbull is notified by Client in writing that this authorization is revoked.

4.8. Additional Disclosures and Disclaimers

- a. There are other potential solutions available for clients to relieve themselves of their debt burdens. Those remedies include bankruptcy and consumer credit counseling. (See the Election of Services Exhibit to this Agreement for further information).
- b. Declaring bankruptcy may discharge or allow a court-imposed repayment plan for the majority of Client's debts. However, this will be reflected as a permanent record on a Client's credit report for up to 10 years. Turnbull will discuss with and advise Client as to the bankruptcy option, including fees and costs, at any time Client requests or if Client's circumstances change. There are no additional fees required from Client for this consultation and preliminary advice regarding bankruptcy.
- c. Consumer credit counseling may have less impact on a Client's credit rating than bankruptcy and reduce interest rates on current debts, but it generally requires re-payment of most-to-all of Client's existing debt and may not provide significant monthly payment relief.

4.9. Confidentiality of Client Information

Turnbull agrees that any information provided by Client will be kept confidential and only be used in providing the services delineated in this Agreement, which may include, among other things, disclosure of confidential information to appropriate third parties in order to (a) streamline the negotiation process, and (b) enhance Client's opportunities for settlement offers with Client's various creditors. Client agrees and acknowledges that such disclosures will be made with Client's express consent and will not require any additional consent by or consultation with Client before such disclosures are made.

4.10. Privacy Policy

Client agrees to receive notices and disclosures regarding Client's privacy information and rights and in connection with this Agreement, including any future changes to the terms of Turnbull's Privacy Policy, by electronic means, including but not limited to by email, by links to the Privacy Policy, and/or by reviewing current and future updated notices, disclosures and policies posted on Turnbull's website from time to time.

4.11. Counterparts

This agreement may be signed in counterparts, each of which shall be considered an original and all of which taken together shall form one single document. Signatures delivered by DocuSign or similar service, email or facsimile shall be binding and effective.

4.12. Full and Only Agreement

This Agreement is the full and only agreement between the parties. All prior negotiations and discussions are superseded by this Agreement. Turnbull has made no representations or promises other than those expressly set forth in this Agreement, and Client has not relied upon any representations or promises other than those expressly set forth herein.



Client Engagement Agreement

5. CLASS ACTION WAIVER

Any court proceedings (whether before a judge or jury) of any controversy, claim or dispute between Client, on the one hand, and Turnbull, any of its attorneys, and/or any of its third-party service providers, on the other hand, will take place on an individual basis without resort to any form of class or representative action). This Class Action Waiver precludes Client from participating in or being represented in any class or representative action regarding a controversy, claim or dispute. Client waives the right to litigate in court any controversy, claim or dispute between Client, on the one hand, and Turnbull, any of its attorneys, and/or any of its third-party service providers, on the other hand, as a class action, either as a member of a class or as a representative, or to act as a private attorney general. The provisions of this Class Action Waiver section shall survive any termination of this Agreement.

Please consult with independent legal counsel of your choice prior to signing this Agreement as the Class Action Waiver contained herein affects your rights. Please do not sign this Agreement if you do not understand these limitations.

Initials 





Client Engagement Agreement

I/We represent that I/we have read, understand and agree to be bound by the terms of this Client Representation Agreement as set forth above, and in the documents attached to and/or incorporated in this Agreement. I/we further acknowledge that the terms and conditions of this Agreement have been explained to my/our satisfaction by a representative of Turnbull and that I/we have no unanswered questions about the program or this Agreement. I/We confirm that I/we agree to waive any right to bring or participate in a class action against Turnbull.

Agreed to this Friday, May 08, 2020

DocuSigned by:
Teresa Reid
DDE5B6B4C9D2483...

Date Signed: 5/8/2020

Turnbull Law Group, LLC

DocuSigned by:
Andrew R Barnes
144336336575473...

Date Signed: 5/11/2020



Notice of Right to Cancel

Notice of Right to Cancel

Date of Transaction: Friday, May 08, 2020

You may CANCEL this transaction, without Penalty or Obligation for up to FIVE BUSINESS DAYS from the above date. If you cancel, you will not be obligated to make any payments to the law firm and any agreements or other documents that you signed will be null and void. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or a similar written and signed notice to the address below NOT LATER THAN MIDNIGHT OF Friday, May 15, 2020 (five business days after the Date of Transaction).

I HEREBY CANCEL THIS TRANSACTION.

X

Client Signature

Client Name (printed)

Date

X

Co-Client Signature

Co-Client Name (printed)

Date

Please send to:

Turnbull Law Group, LLC
55 East Monroe Street, Suite 3800
Chicago, Illinois 60603

(Sign and return this document only if you decide to CANCEL this transaction within five business days of the Date of Transaction shown above.)



Creditor Listing

Creditor Listing

Creditor and/or Collection Agency	Account Number	Account Holder(s)	Last Payment Date	Balance	Estimated Minimum Savings Amount Required for Good-Faith Settlement Offer (25%)
ONEMAIN	[REDACTED]	Teresa Reid	11/30/-0001	\$12,056.00	\$3,014.00
FINWISE RISE	[REDACTED]	Teresa Reid	11/30/-0001	\$2,829.00	\$707.25
BBY/CBNA	[REDACTED]	Teresa Reid	11/30/-0001	\$2,728.00	\$682.00
CAPITAL ONE	[REDACTED]	Teresa Reid	11/30/-0001	\$2,028.00	\$507.00
CREDITONEBNK	4 [REDACTED]	Teresa Reid	11/30/-0001	\$1,588.00	\$397.00
CB/VICSCRT	[REDACTED] 1	Teresa Reid	11/30/-0001	\$1,322.00	\$330.50
CB/NY-CO	[REDACTED]	Teresa Reid	11/30/-0001	\$971.00	\$242.75
WF/DILLARD	[REDACTED]	Teresa Reid	11/30/-0001	\$748.00	\$187.00
THD/CBNA	[REDACTED]	Teresa Reid	11/30/-0001	\$394.00	\$98.50
MERRICK BK	[REDACTED]	Teresa Reid	11/30/-0001	\$208.00	\$52.00
Total Debt Owed				\$24,872.00	



Hardship and Budget Information

Hardship and Budget Information

Reason for Hardship

Medical

FINANCIAL ANALYSIS

(All information should be on a monthly basis)

Applicant Income - Net Monthly (after taxes/take-home)	\$4500
Co-Applicant - Net Monthly (after taxes/take-home)	\$0
Other Available Income - Monthly (unemployment, alimony, child support, family assistance, rental income, etc.)	\$0
Total Monthly Income:	\$4500
Additional Funds Available (severance, savings, investments accounts, etc.)	\$0

Do you RENT or OWN your home : Rent	How much is your Rent or Mortgage (Monthly)	\$850.00
Child care (daycare, babysitting, etc.)		\$0.00
Transportation (auto payment, repairs, maintenance, gas, parking, commute, insurance, registration, etc.)		\$880.00
Food (groceries, snacks, eating out, etc.)		\$400.00
Medical Care (out-of-pocket; e.g. prescriptions, co-pays, deductibles, etc.)		\$40.00
Utilities (gas, water, trash, telephone/cell phone, cable/satellite, etc.)		\$450.00
Insurance (non-auto and home: life, supplemental, disability, umbrella, etc.)		\$0.00
Other Misc. Debt Payments (e.g. Student loans, back taxes, etc.)		\$400.00
Income/Expense Comments	Total Monthly Expenses	\$3,170.00
[Our determination of suitability is based, in part, on additional financial information that you have provided to us and which may not appear on this Exhibit E - Financial Analysis]	Income & Expense Summary	
	Total Monthly Income	\$4,500.00
	Total Monthly Expenses	\$3,170.00
	Program Payment	\$428.00
	Monthly Disposable Income	\$902.00



Election of Services

Bankruptcy vs Debt Negotiation and Election of Services

Bankruptcy and Debt Negotiation

Turnbull Law Group, LLC is a full-service debt resolution law firm which provides services including debt negotiation and restructuring and bankruptcy services. Please review the following information about these approaches to debt resolution. You should fully understand the advantages and disadvantages of each to make an informed decision.

Bankruptcy

Bankruptcy will usually discharge your unsecured debt and your creditors are not permitted to contact you once you have filed with the court. There are two kinds of bankruptcy: Chapter 13 bankruptcy where you are generally able to keep property that is mortgaged, such as your house or car, and are expected to repay debts in three to five years, and Chapter 7 bankruptcy where you must give up all non-exempt property and assets that you own in exchange for a discharge of most debt. Bankruptcy may be appropriate if you have pending foreclosures, collection litigation or wage garnishments; however, you may have issues in reestablishing credit for up to ten years. In 2005, the bankruptcy law was changed to make it more difficult for some consumers to file Chapter 7 bankruptcy based on a financial means test and credit counseling requirements that may require a repayment of some of your debt.

Turnbull is a debt relief agency under the United States Bankruptcy Code Sections 527 (a) and (b), and is required to provide the following information and notice:

A debt relief agency providing bankruptcy assistance to an assisted person shall provide:

1. The written notice required under section 342(b) (1); and
2. To the extent not covered in the written notice described in paragraph (1), and not later than 3 business days after the first date on which a debt relief agency first offers to provide any bankruptcy assistance services to an assisted person, a clear and conspicuous written notice advising assisted persons that-
 - A. All information that the assisted person is required to provide with a petition and thereafter during a case under this title is required to be complete, accurate, and truthful;
 - B. All assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case, and the replacement value of each asset as defined in section 506 must be stated in those documents where requested after reasonable inquiry to establish such value;
 - C. Current monthly income, the amounts specified in section 707(b) (2), and, in a case under chapter 13 of this title, disposable income (determined in accordance with section 707(b) (2)), are required to be stated after reasonable inquiry; and
 - D. Information that an assisted person provides during their case may be audited pursuant to this title, and that failure to provide such information may result in dismissal of the case under this title or other sanction, including a criminal sanction.

IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney. THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST. Ask to see the contract before you hire anyone.

The following information will help you to understand what must be done in a routine bankruptcy case and will help you to evaluate how much assistance you may need. Although bankruptcy can be complex, many cases are routine.

Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a bankruptcy case, documents called a Petition, Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention need to be prepared correctly and

filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a 'trustee' and by creditors.

If you choose to file a chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with the preparation of your chapter 13 plan and with the confirmation hearing on your plan which will take place before a bankruptcy judge.

If you select another type of relief under the Bankruptcy Code (other than chapter 7 or chapter 13), you will want to find out what should be done from someone familiar with that type of relief.

Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only attorneys, not bankruptcy petition preparers, can give you legal advice.

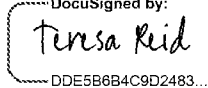
Debt Negotiation

Debt Negotiation is a process where the law firm, based on your specific circumstances, develops a plan to manage your debt resolution with your creditors. In general terms, it is a process of negotiating with your creditors for a lower balance or forgiveness of debt, a reduced interest rate, a reduced monthly payment or other restructuring alternatives. To be successful in debt negotiation, you need to have sufficient cash flow to meet your living expenses each month and provide some funds towards resolution of your debt.

If appropriate for your situation, Turnbull will contact your unsecured creditors in writing to notify them that you are represented by the law firm and that Turnbull is advising you regarding all alternatives for debt resolution. As you have indicated in your compliance review, you prefer Turnbull to attempt debt negotiation as an alternative to bankruptcy or other options. However, if your financial circumstances change, Turnbull will advise you as to other debt resolution alternatives, including those outlined above, so you can make an informed decision based on legal advice.

If you have any questions regarding the above options, please contact Turnbull for further explanation. If you are ready to proceed, sign below your acknowledgement that you have reviewed the available debt resolution options and have determined that debt negotiation by Turnbull is your preference, subject to your ability to request a different alternative if your circumstances change in the future.

I have reviewed all debt resolution options available to me including doing nothing, filing for bankruptcy and consumer credit counseling, and elect to pursue debt negotiation services with Turnbull, subject to my ability to request other alternatives, based on changes in my financial circumstances.

DocuSigned by:

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Date Signed: 5/8/2020



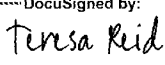
Credit Union Disclaimer

Disclaimer - Settlement of Credit Union Accounts

This confirms my/our understanding and acknowledgement that, in the experience of Turnbull, credit union debt accounts are often resolved for higher settlement amounts, meaning that such debts may cost me/us more to settle and result in smaller reductions from the debt amounts at the time of enrollment. For this reason, Turnbull provides no assurance that such debts will be settled for any amount.

I/we acknowledge that my current credit union account(s) that are to be enrolled into the program are NOT cross-collateralized with any other credit union obligation(s). I/we understand that in the event it is later determined that any enrolled credit union account is cross-collateralized with any other credit union obligation that any enrolled credit union account(s) would be removed from the program and become my/our sole obligation to be resolved in the manner I/we see fit.

Further, I/we acknowledge that Turnbull would thereby have no obligations to represent me/us regarding these accounts whether ongoing or in the future.

DocuSigned by:

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Client Name: Teresa Reid

Date Signed: 5/8/2020



Student Loan Disclaimer

Disclaimer - Settlement of Private Student Loan Accounts

This confirms my/our understanding and acknowledgement that, in Turnbull's experience, private student loan accounts may cost me/us more to settle and result in a smaller reduction from the debts at the time of enrollment. For this reason, Turnbull provides no assurance that such debts will be settled for any amount. I/we acknowledge that my/our private student loan account(s) that are to be enrolled into the program are NOT cross-collateralized with any other obligations with the same lending institution, are unsecured, and are not federally-backed loans. I/we understand that in the event it is later determined that any enrolled private student loan account does not meet the criteria above, Turnbull shall have the right to remove such account from the program and the removed account shall become my/our sole obligation to be resolved in the manner I/we see fit. I/we acknowledge that Turnbull would thereby have no obligations to represent me/us regarding any removed accounts whether ongoing or in the future.

Furthermore, I/we understand private student loan accounts tend to have significantly higher average enrolled balances than those of traditional unsecured credit obligations. Accordingly, I/we understand that private student loan accounts may require a longer period of time to resolve when compared to my/our other enrolled accounts.

DocuSigned by:

Teresa Reid

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Client Name: Teresa Reid

Date Signed: 5/8/2020

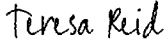
Required Notice Regarding Professional Liability Insurance

Notice to Client:

Pursuant to Rule 1.4 of the Ohio Rules of Professional Conduct, Turnbull Law Group, LLC is required to notify you that it does not maintain professional liability (malpractice) insurance of at least \$100,000 per occurrence and \$300,000 in the aggregate.

Client Acknowledgement:

I/We acknowledge receipt of the notice required by Rule 1.4 of the Ohio Rules of Professional Conduct that Turnbull Law Group, LLC does not maintain professional liability (malpractice) insurance of at least \$100,000 per occurrence and \$300,000 in the aggregate.

DocuSigned by:

DOE5B6B4C9D2483...

Client Name: Teresa Reid

Date Signed: 5/8/2020

EXHIBIT B



Power of Attorney

Power of Attorney

I/We, Teresa Reid, ,
Located at 33001 Vine ST Unit C13,
In the City of Willowick, State of OH, Zip 44095,

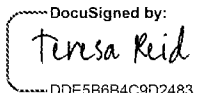
Teresa Reid

I/We hereby appoint Turnbull Law Group, LLC ("Turnbull") as my/our attorney-at-law to do the acts described in this Power of Attorney. Turnbull (and/or its designees) is hereby authorized to act as my/our attorney and to fully represent me/us in any litigation or negotiation of the modification, reduction, settlement, and payment on any and all debts allegedly due and owing in my/our name. Litigation representation includes attendance at required court hearings, if applicable.

I/We authorize Turnbull to request and receive confidential credit and account information from creditors, credit bureaus, collection agencies, creditor attorneys, or any other third parties who may be in possession of such information and would be viewed by me/us personally.

This Power of Attorney revokes all earlier Power of Attorney given by, or on behalf of, me/us relating to all communications of creditors' claims and shall be effective and binding on me/us until revoked by an instrument in writing executed by me/us. I/We further authorize Turnbull to release a copy of this Power of Attorney to my/our creditors or their agents. A copy of this Power of Attorney shall be deemed as effective as an original.

Executed on Friday, May 08, 2020

DocuSigned by:

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Client Social Security Number: [REDACTED]

EXHIBIT C



Account Agreement

Primary Applicant: Last Name	First Name	MI	Social Security #	Date of Birth (mm/dd/yyyy)
Reid	Teresa			
Co-Applicant (optional): Last Name	First Name	MI	Social Security #	Date of Birth (mm/dd/yyyy)
Authorized Contact (optional): Last Name	First Name	MI	Social Security #	Date of Birth (mm/dd/yyyy)
Beneficiary (optional): Last Name	First Name	MI	Social Security #	Date of Birth (mm/dd/yyyy)
Address (NO PO Boxes)	City	State	Zip	
33001 Vine ST Unit C13	willowick	OH	44095	
Home Phone	E-mail Address	Government Issued ID Number (i.e. Driver's License)		
Debt Settlement Provider	Debt Settlement Provider Reference Number			
Turnbull Law Group, LLC				

Finxera and the CFTPay Platform are the technology services (collectively, "Finxera Services") used to administer a transactional deposit account ("Special Purpose Account," hereinafter "SPA," as further described below) for your settlement activity. The CFTPay Platform will be provided by Finxera, Inc. or a federally insured depository institution (collectively "Finxera", "we," "our," "ours," or "us"). "You" or "yours" used in this agreement mean Primary Applicant and Co-Applicant. "Authorized Contact" has the meaning set forth in Paragraph 6 of the Additional Terms and Conditions. "Beneficiary" means a person you have designated to receive assets owed you after your death. SPAA federal deposit insurance (FDIC) coverage limited to \$250,000 per social security number. See www.Finxera.com/licensing. The Welcome Packet that you receive, which is incorporated here by reference, will specify the bank or banks at which your account will be held. The Finxera Services include customer support to help you and your Debt Settlement Provider manage your SPA. You understand that the Debt Settlement Provider identified above ("DSP") does not own, control, or have any affiliation with Finxera. By signing below, you ask that Finxera and any successor provider provide you with the Finxera Services described below.

SPA. You ask that an SPA be established for your benefit. The SPA will be used for the accumulation of funds to (i) repay your debts in accordance with the debt settlement plan ("Plan") that you have made with your DSP, (ii) pay any fees due in connection with your Plan, in accordance with the separate contract executed between yourself and your DSP, when due, and (iii) pay any fees pursuant to your SPA, when due. You designate your DSP as your agent to transmit your funds transfer and disbursement instructions to Finxera in accordance with your Plan. We may act upon the instructions provided by your DSP, without inquiry, as though such instructions came directly from you.

Agreement. By signing this form, you (a) represent that the information set forth in this form is true and correct and (b) acknowledge reading, understanding, agreeing to and receiving a completed copy of this entire Account Agreement, including the **Electronic Funds Transfer Authorization** and the **Additional Terms and Conditions** and, in particular, the **Consent to Contact By Electronic and Other Means (§5)**, **Agreement to Arbitrate (§23)** and **Consent to Electronic Disclosures (§25)**.

PRIMARY APPLICANT SIGNATURE

DocuSigned by:

Teresa Reid

BDE7C11D-5B83-4830-BCDB-FBC93C199E42

Date Signed:

5/8/2020

CO-APPLICANT SIGNATURE

Date Signed:

FEE SCHEDULE
SPA FEES:

Setup Fee (one-time fee)	\$9.95
Monthly Service Fee (per month)	\$9.95
Transaction Fees	
Deposit Services (per deposit transaction)	
Non Sufficient Funds	\$0.00
Disbursement Services (per transaction)	
Creditor Payment	\$0.00
Phone Payment	\$0.00
Physical Check (STD)	\$3.00
Physical Check (2 day)	\$10.00
Physical Check (Overnight)	\$0.00
Wire Transfer	\$20.00
Stop Payment Order (per request)	\$17.50
Account Closure Fee	\$0.00

FINXERA CUSTOMER SERVICE

 Website: <http://www.cftpay.com>

 Email: support@cftpay.com

Telephone: 1-888-348-4543 (toll free)

Address: P.O. Box 940, San Jose, CA 95113

* This Fee Schedule reflects any and all fees that may be charged by CFT for processing your transactions. The fees charged for the services of your Debt Settlement Provider are separately disclosed in your Debt Settlement Provider agreement. You are responsible for any fees imposed by the financial institution holding your Primary Account.

Electronic Funds Transfer Authorization. (1) To fund your SPA, you authorize Finxera to initiate automated clearing house debit transfers from the designated bank account (your "Primary Account") to your SPA in the amounts and on the dates specified by you or as transmitted from you by your DSP from time to time. To effect your Plan, you further authorize Finxera to initiate automated clearing house debit transfers from your SPA to your creditors in the amounts and on the dates directed by you, or as transmitted from you by your DSP from time to time. Finally, you authorize Finxera to deduct from your SPA any fees due to Finxera as they accrue and become payable and to credit to your SPA or the Primary Account any credits due to you. You represent that you own the Primary Account and are authorized to provide this instruction. You agree to maintain sufficient funds in the Primary Account to cover each authorized transfer and understand that Finxera may charge you a fee if there are insufficient available funds (see Fee Schedule). The financial institution holding the Primary Account also may impose a charge for insufficient funds. (2) You will notify Finxera and your DSP if you decide to designate another Primary Account or wish to change the amount or the date for transfers to or from your SPA. Notice of any change affecting this authorization (including termination) must be provided to Finxera in such a manner and sufficiently in advance to allow Finxera and any affected financial institution a reasonable opportunity to act, no later than three (3) business days beforehand. (3) This authorization shall remain in effect until you give notice of termination by contacting Finxera Customer Service at P.O. Box 940, San Jose, CA 95113, or at 1-888-348-4543. (4) You acknowledge that your transactions must comply with the provisions of U.S. law. (5) Finxera may terminate this processing service, with or without cause, at any time by sending notice to Applicant's last known address and/or DSP, specifying the effective date of termination, which may be immediate. (6) You understand that you have the right to close your SPA at any time and receive your money back in the manner described in Paragraph 1 of the "Additional Terms and Conditions" on Page 3 of this Account Agreement.

Primary Account Information

Bank Name

Key Bank

Routing Number¹

9

Account Number²

7

Account Type

checking

Account Secondary Type

business

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

² Account Number is to the right of the Routing Number and after the check number on your check

Account Holder Information

Name (as it appears on check)

Teresa Reid

Address (as it appears on check)

33001 Vine ST Unit C13

City

willowick

State

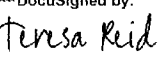
OH

Zip

44095

Monthly

Amount of initial Draft(s)	Initial Draft(s) to be executed on or after:	Recurring Monthly Draft Amount	Recurring Draft Schedule, on or after: May 15, 2020
\$0		\$428.00	One or more drafts, total not to exceed the Recurring Monthly Draft Amount, in accordance with my Plan, as modified in writing from time to time, or further instructions.

SIGNATURE OF PERSON AUTHORIZING SERVICE PROVIDER TO DEBIT ACCOUNT	DATE
DocuSigned by:  DDE5B6B4C9D2483...	5/8/2020

ADDITIONAL TERMS AND CONDITIONS

1. Your SPA. A SPA will be established for your benefit. Funds deposited to your SPA will be held for your benefit, or the benefit of any named Beneficiary, and will be beneficially owned by you. Your SPA is a limited purpose account and will not bear interest. You can make electronic fund transfers to and from your SPA only as provided in this Account Agreement. Only transactions directly related to your participation in a debt settlement program will be permitted. You will not be provided with an ATM card or point-of-sale card, and you may not write checks against the account or make in-person withdrawals at our offices or other locations. You may not use your SPA for any illegal purpose or in connection with internet gambling transactions. You have the right to close your SPA at any time and receive the full balance, minus any processing fees and any earned but uncollected fees due to your DSP, within seven (7) business days. If sufficient funds are not available to pay the processing fees, the remaining balance will be charged as a processing fee. Should you choose to close your SPA, please contact Finxera Customer Service or your DSP. Should you choose to close your SPA, we want to make sure that all payments to your creditors have cleared and your settlement(s) will remain in force, unless you specifically request otherwise.

2. Debits. Our business days are Monday through Friday, excluding federal holidays, and other days on which banks in our state are permitted or required to be closed. Because of this, debits may occur up to 4 business days after the scheduled date. The debit amount is inclusive of fees that become due under your DSP Plan or this Account Agreement. A zero dollar transaction may be created to test the validity of your primary account.

3. Authorization to Transfer Funds and Share Information; Confidentiality. You authorize us to: (a) initiate and facilitate transactions on your behalf; (b) share Personal Information (personally identifiable information about you, your SPA, and your SPA transactions) with your DSP; (c) accept and act upon SPA deposit, transfer and payment instructions that we receive from your DSP; and (d) confirm with your DSP instructions purporting to come from you before acting upon them. These instructions shall identify (i) the amount or amounts you are directing to be disbursed from your Account, (ii) the schedule for such disbursement(s) and (iii) the manner in which such disbursements are to be made. You authorize your DSP to share Personal and Plan-related information with us for purposes of facilitating payments to your creditors and administering your SPA. You authorize Finxera to disclose information to third parties about your SPA or the transfers you make: (i) where it is necessary for completing transfers; (ii) to verify the existence and condition of your SPA for an authorized third party; (iii) to comply with government agency or court orders, or other legal or administrative reporting requirements; (iv) if you give us your prior written permission; (v) to our employees, auditors, affiliates, partners, or attorneys as needed; (vi) to protect the confidentiality or security of the bank's records pertaining to the consumer, service, product or transaction; (vii) as necessary to fulfill our obligations under this Account Agreement; or (viii) to comply with federal, state, or local laws, rules and other applicable legal requirements.

4. SPA Transactions. Electronic funds transfers will be made into your SPA from another bank account that you designate ("Primary Account"). We will disburse available funds from your SPA to third parties based on instructions received from you in the order received. You are the only one who has the right to authorize transactions involving your SPA funds, either directly or through your DSP. You agree that Finxera shall not be required to monitor or question the instructions that Finxera receives from you through your DSP. You authorize us to initiate and facilitate disbursements from your SPA to pay Transfer Service (debit entries and payments made by us on your behalf) fees and Plan fees identified by your DSP to the extent of the immediately available funds in your SPA. We will not process

disbursements when there are insufficient funds in your SPA. We will not provide back-up funding under this Account Agreement, nor do we guarantee that all requested transfers or payments can or will be made, when there are insufficient funds in your Primary Account or your SPA. We may deduct Transfer Service fees as they accrue. If there are insufficient funds in your SPA to pay your Transfer Service fees when incurred, you agree to pay them promptly upon request. Otherwise, we may deduct your Transfer Service fees from the next deposit to your SPA. Instructions received after our established transaction cutoff hour or on non-banking days will be processed on the next banking day.

5. Communicating With You; Consent to Contact by Electronic and Other Means. You agree that we may contact you as provided in this paragraph. We may contact you for any lawful reason, including for the collection of amounts owed to us and for the offering of products or services in compliance with our Privacy Notice in effect from time to time. No such contact will be deemed unsolicited. You specifically agree that we may (i) contact you at any address (including email) or telephone number (including wireless cellular telephone, VoIP or ported landline number) as you may provide to us from time to time; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach you; and (iii) send text messages to your telephone numbers (message or data rates may be assessed by your carrier). Your consent to this not required as a condition of purchasing or receiving our services. You may withdraw this express written consent at any time by contacting us at P.O. Box 940, San Jose, CA 95113 and telling us specifically what address(es) or telephone number(s) not to use.

6. Authorized Contact. You may appoint an Authorized Contact to act on your behalf. The Authorized Contact may communicate with us regarding your account, but cannot initiate transactions on your account.

7. Our Liability. During such time as we are providing services to you under this Account Agreement, if we do not complete a transfer to or from your SPA on time or in the correct amount according to the terms hereof, we will reimburse you for your direct damages, as limited by this Agreement, unless (i) through no fault of ours, you do not have enough money in your SPA to make the transfer, (ii) circumstances beyond our control prevent the transfer, despite reasonable precautions we have taken, (iii) we have terminated this Account Agreement with you, (iv) we receive inaccurate or incomplete information needed to complete a transaction, (v) in the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer, (vi) the funds in the SPA are subject to legal action or administrative process or other encumbrance restricting their use or preventing a transfer to or from your SPA, (vii) we have reason to believe the transfer is unauthorized, (viii) the transfer is subject to another exception set forth in this Account Agreement, and/or (ix) as provided by applicable law.

8. Stopping Payments. If you want to stop making payments to your SPA, please contact Finxera Customer Service. We may charge you a fee, as shown in the Fee Schedule, for each stop-payment order you give. You may also contact your DSP, if you have questions. Any stop payment request shall be made by you at least three (3) business days before the preauthorized transfer.

9. Crediting and Payment Holds. If you have arranged to have direct deposits made to your SPA at least once every 60 days from the same person or company, we will credit the amount of the transfer as of the date the funds for the transfer are received, subject to any holds. Funds that are deposited to your SPA by debit entry from your Primary Account may be subject to a hold of up to six (6) days to ensure good funds. A deposit credit is only temporary and is subject to potential reversal until final payment is confirmed. If we give you provisional credit for an automated clearing house (ACH) transfer, but do not receive final payment, you agree to pay us the full amount by other means without prior notice or demand.

10. Conflicting or Unclear Instructions. If we receive conflicting instructions from you and your DSP, we will follow your instruction. If we are uncertain regarding the ownership of SPA funds, your identity, or the authority of any person to give SPA instructions, or if we believe that a SPA transaction may be fraudulent or may violate any law, or if the instructions we receive appear, in our sole discretion, to be unclear in any way, we may: (i) freeze and/or close your SPA and refuse any further transactions until we receive written proof, in form and substance satisfactory to us, of each person's right and authority over the SPA funds; (ii) refuse the transaction in question; (iii) require your signature for the transaction in question; (iv) request instruction from a court of competent jurisdiction; or (v) continue to honor previous instructions received from you (directly or through your DSP) pending confirmation or clarification. We are not obligated to assert such rights or to notify you or your DSP in advance of exercising such rights.

11. Statements and Notices. You may access specific information about your SPA by using the Password that we provide to you or by contacting Finxera Customer Service. "Password" means the security code and/or other method of authentication that you are provided to access SPA information electronically. If you have arranged to have direct deposits made to your SPA at least once every 60 days from the same person or company, you can call us at 1-888-348-4543 to find out if the deposit has been made. All transaction history is also available for your convenience at www.CFTPay.com. You may also request written copies of statements and notices by calling us at 1-888-348-4543. You may also contact your Debt Settlement Provider, if you have questions.

12. Your Timely Review. You agree to carefully review all statements, notices, and other information provided to you in connection with your SPA, the Transfer Service or this Account Agreement as soon as possible. Please visit www.CFTPay.com on a regular basis to see if any notices have been posted for your review. You agree to notify us promptly of any erroneous, improper or unauthorized transactions involving your SPA funds. You agree that in no event will we or our agents be liable for special, incidental, consequential, exemplary or punitive damages unless applicable law provides otherwise. Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Account Agreement or by law with respect to your SPA funds or the Transfer Service must be commenced no later than one (1) year after the day the cause of action accrues.

13. Unauthorized Transfers. Tell Finxera at once if your statement shows transfers that you did not make, or if you need additional information regarding a transfer shown on your statement, by contacting Finxera Customer Service. If you do not give us notice within 60 days after the first statement was provided to you on which the problem or error appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. See In Case of Errors or Questions About Your Electronic Transfers section for more information.

14. Fees. You agree to pay the fees and charges set forth in the Fee Schedule on the first page of this Account Agreement, as amended from time to time. You agree that fees may be deducted automatically from your SPA as they accrue. The monthly service fee for the first calendar month of the Transfer Service will be prorated; it will not be charged if the Transfer Service begins within the last five (5) days of the month. Thereafter, the monthly service fee will be earned in full as of the first day of each calendar month and may be collected at that time, without proration, if the Transfer Service is terminated prior to the end of the month. Other fees and charges shall be deemed earned at the time of the transaction or event giving rise to the fee or charge.

15. Third Party Disputes/Indemnification. You are responsible for resolving any disputes that arise between or among you, your creditors,

your DSP, or any other third parties. Finxera is not a party to any negotiations or agreements between or among you and any of your creditors or your DSP, and assumes no obligation to you or them for any of your or their actions, omissions, or obligations. We have no involvement in, nor any responsibility with respect to, your Plan or the results that you expect from your Plan. You agree to indemnify, defend and hold us and our officers, directors, agents, employees and affiliates harmless from any and all claims, demands, actions, charges, fines, penalties and damages arising out of: (a) the actions or omissions of your DSP, your creditors or third parties not within our immediate control, (b) actions we take at your request (whether provided directly by you, through your DSP, your Authorized Contact or by another third party on your behalf) or in accordance with this Account Agreement, and (c) your actions and/or omissions. This provision shall survive the termination of your SPA.

16. Governing Law. Except as provided in Paragraph 23 (Arbitration Provision-Agreement to Arbitrate), Federal law and, to the extent not preempted by federal law, the laws of the State of California shall govern this Account Agreement. If any part of this Account Agreement is declared void or unenforceable, the remainder of the terms of this Account Agreement shall remain in full force and effect and the agreement shall be interpreted to give fullest effect to the intentions of the parties as set out in this Account Agreement.

17. Privacy Policy/USA PATRIOT Act Compliance. We are committed to securing the privacy of your Personal Information. We allow only approved personnel to have access to your Personal Information, and we share your Personal Information only with your consent or as required or permitted by law. For more details, please see our Privacy Notice which you will receive by mail and is available on our website at www.cftpay.com/policy.html. We assume no obligation for the use or disclosure of your Personal Information by any DSP.

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, financial institutions are required by Federal law to obtain, verify and record information that identifies each individual that opens a SPA. What this means for individuals: When you open an SPA, we will ask you for your name, residence address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see your driver's license, passport or other identifying document(s).

18. Changes in Terms. Subject to applicable law, we may at any time add new terms or delete or change the terms of this Account Agreement as required by law or desirable in our sole discretion. You will be notified of any change prior to the effective date of such change by email, text or by notification on www.CFTPay.com, at our sole discretion. You may close your SPA if you do not accept the changes to the terms of this Account Agreement. You must promptly notify Finxera, if you choose to close the SPA.

19. Assignment. This Account Agreement will bind and inure to the benefit of the respective successors and assigns of each party; provided, however, that you may not assign this Account Agreement or any rights or duties hereunder without our prior written consent and any prohibited assignment is absolutely void. No consent to an assignment by us will release you from your obligations under this Account Agreement. Subject to any applicable requirements of law, we may assign this Account Agreement and its rights and duties hereunder and no consent or approval by you is required in connection with any such assignment. In connection with any assignment, we may disclose all documents and information that we now or hereafter may have relating to you. Subject to applicable law, to the extent that Finxera assigns its rights and obligations hereunder to another party, Finxera thereafter shall be released from such assigned obligations to you and such assignment will affect a novation between you and such other party.

20. Changes in Your Contact Information; Assignment We may send notices to you by periodic statement posted at www.CFTPay.com, by email or through your DSP. You agree to notify us promptly if any of your contact information changes.

21. Termination and Suspension. You or we may terminate or suspend this Account Agreement with or without cause at any time with notice. The Transfer Service may be suspended if we are uncertain as to anyone's authority to give SPA instructions on your behalf or there is any uncertainty regarding the identity or authority of the person providing SPA instructions. Your termination or suspension of this Account Agreement will not affect any of our rights or your obligations arising under this Account Agreement prior to such termination or suspension.

22. Call Monitoring/Recording. You authorize us to listen to and record any telephone calls between you and us to evaluate the quality of our services or for any other lawful purpose.

23. Postdated Checks, Restricted Endorsement Checks and Other Disputed or Qualified Payments. We can accept postdated deposit checks without losing any of our rights under this Account Agreement. We are under no obligation to accept or hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor. You agree not to send us checks marked "paid in full," "without recourse," or similar language. If you send such a check, Finxera may accept it without waiving any of Finxera's rights under this Account Agreement. All notices and written communications concerning postdated checks, restricted endorsement checks, or any other disputed or nonconforming check, must be mailed or delivered to: Finxera Customer Disputes, P.O. Box 940, San Jose, CA. 95113.

24. IMPORTANT DISPUTE RESOLUTION PROVISIONS - ARBITRATION OF DISPUTES, CHOICE OF LAW, CLASS ACTION WAIVER AND LIMITATION OF ACTIONS The Parties agree that any dispute, controversy, claim or disagreement (collectively referred to as a "Dispute" or "Disputes") between or among them, of any kind, including but not limited to any Disputes arising out of, concerning, or relating to this Account Agreement and the Finxera Services provided thereunder, shall be resolved on an individual basis solely through final and binding confidential arbitration, conducted before a single arbitrator, administered by Judicial Arbitration and Mediation Services ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures, which may be viewed at www.jamsadr.com or by calling JAMS customer service at 800-352-5267. For purposes of this section, "Parties" includes each party's respective successors, assigns, servicers and representatives. Unless otherwise agreed to by the Parties, the arbitration shall be conducted within your county of residence at the time the Dispute arises and shall be resolved in accordance with the procedural laws of the Federal Arbitration Act and any substantive laws of the state of your residence at the time the Dispute arises. If for any reason JAMS cannot, will not, or ceases to serve as an arbitration administrator, the Dispute shall be administered by the American Arbitration Association pursuant to its streamlined rules or by such other arbitration organization that is mutually acceptable to the parties. The arbitrator shall resolve all issues relating to the Dispute, including but not limited to any determinations as to the interpretation, applicability, enforceability, scope, formation, performance or nonperformance of this Agreement. The arbitrator may decide a Dispute upon the submission of documents alone. Either party may submit relevant information, documents or exhibits to the arbitrator for consideration in deciding a Dispute. Each Party agrees to continue performing its obligations under this Account Agreement while any Dispute is being resolved except to the extent the issue in dispute precludes performance (for example, a dispute over payment shall not be deemed to preclude performance). The Parties agree that either party may bring claims against the other party only in his, her or its individual capacity and not as a plaintiff, claimant or class member in any purported class action or

representative proceeding. The Parties also 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 decision of an arbitrator shall be enforceable as a court order and may be subject to very limited review by a court. The award rendered by the arbitrator shall be final and binding on all parties. Judgment on the award made by the arbitrator may be entered by any competent court with jurisdiction to enforce the award. You or we may seek remedies in small claims court or provisional judicial remedies without arbitrating. You may opt out of this arbitration provision within 30 days of signing this Account Agreement by sending a signed, written notice to Finxera at P.O. Box 940, San Jose, CA. 95113.

ARBITRATION COSTS. We will advance the costs of filing any arbitration (excluding your attorneys' and/or expert witness' fees). Each party will pay for its respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration or any appeal. If either party fails to submit to arbitration following a proper demand to do so or fails to comply with the terms of an award or judgment following an arbitrator's decision, such party shall bear the costs and expenses, including reasonable attorneys' fees, incurred by the party compelling arbitration or seeking to enforce the award or judgment.

BINDING ARBITRATION MEANS THAT BOTH PARTIES GIVE UP THE RIGHT TO A TRIAL BY A JURY. IT ALSO MEANS THAT BOTH PARTIES GIVE UP THE RIGHT TO APPEAL FROM THE ARBITRATOR'S RULING EXCEPT FOR A NARROW RANGE OF ISSUES THAT CAN OR MAY BE APPEALED. IT ALSO MEANS THAT DISCOVERY MAY BE SEVERELY LIMITED BY THE ARBITRATOR.

CONTINUED EFFECT OF ARBITRATION PROVISION. This Arbitration Provision will continue to govern any Disputes that may arise without regard to any termination or cancellation of your SPA. If any portion of this Arbitration Provision (other than the provisions prohibiting class-wide arbitration, joinder or consolidation) is deemed invalid or unenforceable under the FAA (Federal Arbitration Act ("FAA"), 9 U.S.C. ch 1 et seq., as amended), it will not invalidate the remaining portions of this Arbitration Provision. If a conflict or inconsistency arises between the code of procedures of the selected arbitration administrator and this Arbitration Provision, this Arbitration Provision will control.

25. In Case of Errors or Questions About Your Electronic Transfers If you think your statement is wrong or if you need more information about a transfer listed on the statement, please telephone us at 1-888-348-4543 or write us at P.O. Box 940, San Jose, CA. 95113 as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. To dispute a transaction or statement:

- Provide your name and SPA number (if any).
- Describe the error or the disputed transfer, and explain as clearly as possible why you believe the transaction is in error or why you need more information.
- Provide the dollar amount of the suspected error.
- Confirm all oral disputes in writing within 10 business days.
- Provide supporting documentation if available.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your SPA within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your SPA. For errors involving a new SPA, we may take up to 90 days to investigate your complaint or

question. For new SPAs, we may take up to 20 business days to credit your SPA for the amount you think is in error. The extended time periods for new SPAs apply to all electronic fund transfers that occur within the first 30 days after the first deposit is made.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

26. CONSENT TO ELECTRONIC DISCLOSURES

By signing below, you agree that we may provide all disclosures, statements, notices, privacy policies, and other communications related to the Account Agreement, the Transfer Service or your Special Purpose Account, including disclosures required by law (collectively, "Electronic Communication") electronically. We will notify you when a new Electronic Communication has been posted on our website at www.CFTPay.com. When you receive the notification, you agree to promptly visit our website to view the Electronic Communication. You may log in to our website using the Password that we provide to you. "Password" means the security code and/or other method of authentication that you are provided to access Special Purpose Account information electronically. You agree not to disclose your Password to others and to keep it secure. You also agree that your use of your Password constitutes, and you intend it to constitute, your electronic or digital signature on any document or record where your signature is requested or required. By logging in to our website and using your Password, you demonstrate that you can access information that we post on our website. This consent only applies to this Special Purpose Account. Upon your request, we will send you a paper copy of any material provided electronically pursuant to this consent. You have the right to withdraw consent but if you do, we may terminate the Account Agreement. To withdraw your consent to electronic disclosures, update your electronic mail

DocuSigned by:

Teresa Reid

DOE5B8B4C9D2483...

address or request paper copies, contact Finxera Customer Service, at P.O. Box 940, San Jose, CA. 95113 or www.CFTPay.com or call toll free 1-888-348-4543. If Finxera changes its hardware or software requirements, then you may withdraw your consent to electronic information without a fee, condition, or consequence.

To access and retain communications, you must meet at least the following requirements: (i) access to a personal computer or equivalent device capable of connecting to the Internet, and that supports the following requirements; (ii) an Internet Browser that supports HTML 4.0 and SSL-encryption; (iii) software which permits you to receive and access PDF files; and: (iv) means to print or store notices and information through your browser software. All communications in either electronic or paper format from us to you will be considered "in writing." Please print or download a copy of any Electronic Communication that is important to you for your records.

27. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO THE SERVICES OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BY REASON OF A BREACH OF THIS AGREEMENT OR ANY WARRANTY OR OBLIGATION HEREUNDER, EVEN IF SUCH PARTY KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF ANY SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES EXCEED THE AMOUNT DEPOSITED INTO YOUR SPA ACCOUNT.

EXHIBIT D



Fw: Good Standing!

2 message

Teresa Reid >
 Reply-To: Teresa Reid >
 To: "Amy@dannlaw.com" >

Tue, Nov 22, 2022 at 5:11 PM

One of the email Correspondents

----- Forwarded Message -----

From: Client Support Turnbull Law Group <client_support@turnbulllawgroup.com>
 To: [REDACTED]
 Sent: Thursday, September 3, 2020 at 02:34:57 PM EDT
 Subject: Good Standing!



To Whom It May Concern

Teresa Reid enrolled in a debt relief program with Turnbull Law Group, LLC on 05/15/2020 and is scheduled to make regular deposits of \$271.00 for the purpose of paying off enrolled debts within an estimated time frame of 24-48 months. As of today, Teresa Reid has 13 accounts in the debt relief program, 1 of which has/have a settlement agreement in place.

The Turnbull Law Group, LLC program focuses on unsecured debts (credit cards, medical bills, unsecured personal loans, etc.). We assist customers in negotiating settlement agreements on the debts they enroll in our program. Our program does not help with debt that is secured by collateral such as mortgages or auto loans.

Teresa Reid's Enrolled Accounts Overview:

Creditor:	Account Ending:
One Main Financial	[REDACTED]
Citibank	[REDACTED]
Capital One	[REDACTED]
Credit One Bank	[REDACTED]
Wells Fargo	[REDACTED]

Comenity Bank
Comenity Bank
Citibank
Merrick Bank/CMS
Elevate
Elastic
Opportunity Financial
Credit Fresh



Sincerely,

Turnbull Law Group, LLC

* Not all customers are able to complete our program for various reasons, including their ability to save sufficient funds

Customer Service

800-674-1504

clientsupport@turnbulllawgroup.com

[Privacy Policy](#)

Turnbull Law Group, LLC
55 E Monroe, Ste 3800, Chicago, IL 60603

Teresa Reid <leelee4856@yahoo.com>
Reply To: Teresa Reid <leelee4856@yahoo.com>
To: "amy@dannlaw.com" <amy@dannlaw.com>

Tue, Nov 22, 2022 at 5:40 PM

[Quoted text hidden]

EXHIBIT E

**Dann
Law**

Amy Collins [REDACTED]

Fw: Turnbull litigation attorney - Authorization needed - CitiBank v. Reid

Teresa Reid [REDACTED]

Tue, Nov 22, 2022 at 5:31 PM

Reply-To: Teresa Reid [REDACTED]

----- Forwarded Message -----

From: Casey Jacobs <cmijacobs@milanlawoffices.com>

To: [REDACTED]

Sent: Monday, March 29, 2021 at 03:33:21 PM EDT

Subject: Turnbull litigation attorney - Authorization needed - CitiBank v. Reid

Good afternoon Ms. Reid:

I am a litigation attorney with Turnbull and am reaching out regarding the current litigation action CitiBank for which you recently received a summons. I want to reach out to the creditor and extend an offer on your behalf. I typically have the most success when proposing an offer of 40%, payable in as close to 12 months as possible.

In this case, 40% is \$1500.00. I would like to propose paying this in monthly installments of \$100.00, to be paid out of the funds you have available through your debt resolution plan. This would not impact any other settlements which may already be in place.

Please reply right away, as this matter is time sensitive, with your authority to extend the offer or with any questions that you might have.

Sincerely,

Sincerely,

Casey Lloyd Jacob, Attorney at Law

Casey Lloyd Jacob Co., L.P.A.

16 W. Church Street, P.O. Box 201

Milan, OH 44846

Phone (419)499-4605

Fax (419)499-4606

cmijacobs@milanlawoffices.com

www.facebook.com/caseylloydjacob.co.lpa

11/28/22, 3:36 PM

DannLaw Mail - Fw: Turnbull litigation attorney - Authorization needed - CitiBank v. Reid

THIS COMMUNICATION IS CONFIDENTIAL AND MAY CONTAIN LEGALLY PRIVILEGED INFORMATION. BY THE USE OF EMAIL OVER THE INTERNET, THE LAW FIRM OF CASEY LLOYD JACOBS CO , L P A IS NOT WAIVING EITHER CONFIDENTIALITY OF, OR LEGAL PRIVILEGE IN, THE CONTENT OF THE EMAIL AND OF ANY ATTACHMENTS. IF THE RECIPIENT OF THIS MESSAGE IS NOT THE INTENDED ADDRESSEE, PLEASE CALL CASEY LLOYD JACOBS CO , L P A IMMEDIATELY AT 419 499 4605

EXHIBIT F



Amy Collins >

Fw: Your New Deposit Schedule

1 message

Teresa Reid

Tue, Nov 22, 2022 at 5:16 PM

Reply-To: Teresa Reid

To: "amy@dannlaw.com"

----- Forwarded Message -----

From: Client Support Turnbull Law Group client_support@turnbulllawgroup.com

To:

Sent: Wednesday, November 10, 2021 at 10:45:18 AM EST

Subject: Your New Deposit Schedule

Read this important message about your deposit change request.



Dear Teresa Reid,

This message confirms that on 11/10/2021 you authorized Turnbull Law Group, LLC to instruct the processor for your Dedicated Account to take the following action(s):

- Change the ACH debit from your account ending in [REDACTED] with routing number [REDACTED] originally scheduled for \$350.00 on 12/1/2021 to \$375.00
- Change the ACH debit from your account ending in [REDACTED] with routing number [REDACTED] originally scheduled for \$350.00 on 12/15/2021 to \$375.00
- Change the ACH debit from your account ending in [REDACTED] with routing number [REDACTED] originally scheduled for \$350.00 on 1/1/2022 to \$375.00
- Change the ACH debit from your account ending in [REDACTED] with routing number [REDACTED] originally scheduled for \$350.00 on 1/15/2022 to \$375.00
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- Change the ACH debit from your account ending in [REDACTED] with routing number [REDACTED] originally scheduled for \$350.00 on 4/1/2022 to \$375.00

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Below is the next 12 months of your revised deposit schedule. Please note that your normal Monthly ACH debits may continue until you graduate the program.

Deposit Date	Scheduled	Deposit Amount
11/15/2021	Yes	\$350.00
12/01/2021	Yes	\$375.00
12/15/2021	Yes	\$375.00
01/01/2022	Yes	\$375.00
01/15/2022	Yes	\$375.00
02/01/2022	Yes	\$375.00
02/15/2022	Yes	\$375.00
03/01/2022	Yes	\$375.00
03/15/2022	Yes	\$375.00
04/01/2022	Yes	\$375.00
04/15/2022	Yes	\$375.00
05/01/2022	Yes	\$375.00
05/15/2022	Yes	\$375.00
06/01/2022	Yes	\$375.00
06/15/2022	Yes	\$375.00
07/01/2022	Yes	\$375.00
07/15/2022	Yes	\$375.00
08/01/2022	Yes	\$375.00
08/15/2022	Yes	\$375.00
09/01/2022	Yes	\$375.00
09/15/2022	Yes	\$375.00
10/01/2022	Yes	\$375.00
10/15/2022	Yes	\$375.00

Thank you for choosing Turnbull Law Group, LLC.

Your Client Services Team

800-674-1504

clientsupport@turnbulllawgroup.com

