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 11 KRISTA L. FREITAG

12 UNITED STATES DISTRICT COURT
 13 CENTRAL DISTRICT OF CALIFORNIA

14 FEDERAL TRADE COMMISSION,
 15 Plaintiff,
 16 vs.

17 IMPETUS ENTERPRISE, INC., a
 California corporation, also d/b/a Aiding
 Student Relief, Aiding Students &
 18 Teachers, Aidnest, Avec Staffing, and
 National Education Student and Teacher;
 19 FIG TREE & CO., LLC, a California
 limited liability company, also d/b/a
 20 Aiding Student Relief, Aiding Students
 & Teacher, and Aiding Students &
 21 Teachers; TUAN DINH DUONG, a/k/a
 Thomas Duong, a/k/a Thomas Dinh,
 22 individually and as an officer of
 IMPETUS ENTERPRISE, INC.;
 23 BRENDA AVITIA-PENA, individually
 and as an officer of IMPETUS
 24 ENTERPRISE, INC. and FIG TREE &
 CO., LLC; and BRIAN COLOMBANA
 25 d/b/a FUTERO, individually and as an
 officer of FIG TREE & CO., LLC,

26 Defendants,
 27 NOEL SOLUTIONS, LLC, a Wyoming
 limited liability company,
 28 Relief Defendant.

Case No. 8:18-cv-01987-JLS-KES

**RECEIVER'S FIRST REPORT AND
 RECOMMENDATIONS**

Ctrm: 10A
 Judge: Hon. Josephine L. Staton

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On November 13, 2018, this Court entered the Ex Parte Temporary Restraining Order with Asset Freeze, Appointment of a Temporary Receiver, and Other Equitable Relief, and Order to Show Cause Why Preliminary Injunction Should Not Issue (the "TRO"), appointing Krista L. Freitag ("Receiver") temporary receiver for Impetus Enterprise, Inc. ("Impetus") and Fig Tree & Co., LLC ("Fig Tree"), each of their subsidiaries, affiliates, successors and assigns, and any other entity that has conducted any business related to Defendants' student debt relief enterprise, including receipt of Assets derived from any activity that is the subject of the Complaint in this matter, and that the Receiver determines is controlled or owned by any Defendant (collectively the "Receivership Entities" or individually, a "Receivership Entity") with full powers of an equity receiver. The Receiver's bond will be filed with the Court on November 26, 2018. The following report summarizes the Receiver's work performed thus far pursuant to the TRO and her preliminary observations.

I. EXECUTIVE SUMMARY

Effective Thursday, November 14, 2018, the Receiver successfully obtained possession of and secured the following physical location included in the TRO and associated with the operations of Impetus, Fig Tree and Capital Sun Investments, LLC, a Wyoming Limited Liability Corporation¹:

- 1651 E. 4th Street, Santa Ana, CA 92701 (including the 2522 Chambers Rd., 11th Floor, Tustin, CA 92626 and 18100 Von Karman Ave., Suite 850, Irvine, CA 92612 virtual office locations, where it appears mail was directed and received).

¹ Capital Sun Investments, LLC, d/b/a Studora, was operating in the 1651 E. 4th Street, Santa Ana, CA 92701 location, and was determined to be to an affiliate and/or successor operator of Defendants' student debt relief business, as further discussed herein. Additional affiliated operations have also been discovered, also further discussed herein.

1 Numerous documents and records (including electronic forms thereof) have
2 been secured therein and/or have been otherwise secured. Bank accounts and
3 payment processors previously identified by the Federal Trade Commission
4 ("Commission") and additional accounts and payment processors identified through
5 an investigation of documents and information found at the physical and virtual
6 office locations where the Receivership Entities conducted business have been
7 directed to be frozen; however, given the short period of time from the takeover and
8 the date of this report, the results of the instant asset freeze are not yet fully known.

9 While no other physical operating locations have yet been found, several
10 additional virtual office addresses and active operations of defendant Impetus (d/b/a
11 Avec Staffing) and affiliated entities, IDR Education and Synergy Student Services,
12 have been identified. Change of address forms and notices of the TRO are being
13 processed as such locations are discovered.

14 Based on the Receiver's investigation of documents and computer records, the
15 Receiver has been able to identify and take control of approximately \$29,000 in cash
16 contained in Impetus accounts and \$5,900² in cash contained in Capital Sun
17 Investments, LLC accounts. The Receiver has also learned that three known, active
18 credit card payment processors are holding reserve balances of approximately
19 \$128,000 (Electronic Merchant Systems), \$125,000 (Choice Merchant Solutions),
20 and \$400 (Orange Merchant).³ Several other potential payment
21 processors/gateways have been served with the Order, but confirmation of accounts
22 (if any) has not yet been received. To date, it is not apparent where additional funds
23 or assets may be recovered, other than office equipment and personal property of
24 very limited value, possible insurance claims, and security deposits for office leases.

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27 ² Minimal credit card payments were deposited to the operating account subsequent
to the day of takeover – this information has just been obtained from Chase.

28 ³ The Receiver has demanded more information as the Orange Merchant reported
reserve balance appears improbable.

1 No real property owned by the Receivership Entities has yet been identified and the
2 Receiver is still awaiting other account information.

3 Given the limited time since the takeover, the Receiver has not yet been able
4 to identify the entire scope of the Receivership Entities' enterprise, the consumers or
5 the specific amounts invested and expended. However, through service of the TRO
6 on the customer relationship management ("CRM") software companies (two
7 separate companies identified/served), the Receiver has been able to freeze and gain
8 administrative control over the CRM databases for the following:

- 9 1. Capital Sun Investments, LLC d/b/a Studora – affiliated with
10 Receivership Entities as further discussed below
- 11 2. Avec Staffing (aka People's Choice) – associated with Defendant
12 Brenda Avitia-Pena
- 13 3. IDR Education (and what appears to be an additional d/b/a of Synergy
14 Student Services) – associated with Defendant Brian Colombana

15 Upon brief review of the databases, one of which the Receiver is already
16 familiar, it is unclear whether there is readily accessible reporting available to
17 efficiently assess services rendered and results delivered. It is, however, clear that
18 payments are collected by Studora from consumers before services are rendered or
19 results are delivered, as further discussed below.

20 In addition to taking control of assets and the operating location, the Receiver
21 has temporarily ceased operations for Studora for a variety of reasons further
22 discussed below and suspended Defendants' access to CRM databases (and other
23 key operational services) by virtue of service of the TRO on the CRM software (and
24 other operationally key) vendors. It is also important to note the individual
25 Defendants have not been present at any of the locations visited by the Receiver or
26 her staff. The Receiver, however, has sent the Order to the three individual
27 Defendants via known email addresses. None of them has responded as of the time
28 of this report. She also hand delivered a copy of the TRO to Mr. Jimmy Calderon,

1 the individual present and identified as the person in charge of the Studora operation
2 at 1651 E. 4th Street, Santa Ana. Mr. Calderon also told the Receiver he had
3 contacted Defendant Brian Colombana to advise him of the situation and that "the
4 Feds were here."

5 Although the Receiver and her professionals have made significant progress
6 in a short period of time, this report is preliminary given the short period of time
7 between entry of the TRO and the date of this report. As discussed below in
8 Section V, the Receiver has set out her recommendations for proceeding if her
9 appointment as receiver is made permanent.

10 II. FTC COMPLAINT

11 On November 6, 2018, the Commission filed its Complaint against Impetus,
12 Fig Tree, Tuan Dinh Duong ("Duong"), Brenda Avitia-Pena ("Avitia"), and Brian
13 Colombana ("Colombana"). The Complaint alleges that Impetus and Fig Tree have
14 operated as a common enterprise while engaging in alleged unlawful acts and
15 practices. The Commission's allegations include, but are not limited to,
16 (a) deceptive marketing, misrepresentation of student loan debt relief services, and
17 (b) in connection with telemarketing of student loan debt relief services, requests
18 and receipt of payments of a fee or consideration for debt relief services before debt
19 relief was obtained.

20 III. THE TRO

21 Pursuant to the TRO, the Receiver is, amongst other things, authorized and
22 directed to:

- 23 1. Assume full control of Receivership Entities by removing...any
24 director, officer, independent contractor, employee, attorney, or agent
25 of any Receivership Entity from control of, management of, or
26 participation in, the affairs of the Receivership Entity;
27
28

2. Take exclusive custody, control, and possession of all Assets and Documents of, or in the possession, custody, or under the control of, any Receivership Entity;
3. Take exclusive custody, control, and possession of all Documents or Assets associated with the credits, debits, or charges made on behalf of any Receivership Entity, including reserve funds held by payment processors, credit card processors, merchant banks, acquiring banks, independent sales organizations, third party processors, payment gateways, insurance companies or other entities;
4. Conserve, hold, manage, and prevent the loss of all Assets of the Receivership Entities, and perform all acts necessary or advisable to preserve the value of those Assets;
5. Obtain, conserve, hold, manage, and prevent the loss of all Documents of the Receivership Entities, and perform all acts necessary or advisable to preserve such Documents;
6. Obtain, conserve, hold, manage, and prevent the loss of all Documents of the Receivership Entities, and perform all acts necessary or advisable to preserve such Documents;
7. Choose, engage, and employ attorneys, accountants, appraisers, and other independent contractors and technical specialists, as the Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order;
8. Take all steps necessary to secure and take exclusive custody of each location from which the Receivership Entities operate their businesses.

IV. RECEIVER'S ACTIONS TO IMPLEMENT TRO

A. Securing and Taking Control of Operational Premises

Upon her appointment, the Receiver assumed control over the leased premises located at 1651 E. 4th Street, Santa Ana, CA 92701 (the "Office Premises"), and

1 served the TRO on and retrieved mail from the virtual office locations identified in
2 the TRO (18100 Von Karman Ave. and 2252 Chambers Rd.). The Receiver has
3 made significant efforts to identify other physical locations (numerous former and
4 virtual addresses have been discovered and contacts associated with same thus
5 served), but no other physical operating locations have been found thus far.

6 With regard to the Office Premises, the Receiver has taken physical control,
7 changed the locks, served/notified the landlord through property management,
8 served/notified key vendors, and otherwise worked to ensure no entry into the
9 premises. The Receiver's staff has also redirected mail for 14 addresses. Until such
10 time as the mail redirect requests take effect, the Receiver or her staff will
11 physically retrieve the mail.

12 **B. Funds Recovered, Known To Date**

13 In addition to the Commission's asset freeze, the Receiver has also promptly
14 notified each bank and credit card payment processor identified as having an
15 account associated with the Receivership Entities. In such notices, the Receiver
16 demands turnover of the account, immediate cancellation of any debit or credit
17 cards, identification/freeze of any safe deposit box, account balance and reserve
18 information, and account records. As previously mentioned, the Receivership
19 Entities' known frozen cash balances total approximately \$35,000 and three payment
20 processors are holding reported reserve balances of approximately \$254,000.
21 Attached hereto as **Exhibit A** is a chart reflecting the accounts identified by the
22 Commission and the Receiver, the status of each account, and the balance found
23 therein. The Receiver is in the process of opening a new bank account for the
24 receivership estate and is working to transfer the frozen funds into the receivership
25 account.

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27
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1 The two operational Studora bank accounts had less than \$15 in them on the
 2 day of the takeover.⁴ Accordingly, there were no funds available with which to
 3 operate Studora or pay its employees or vendors. This situation has contributed to a
 4 prompt, temporary shut-down of operations with effectively no resources available
 5 for imminently due operational expenses. The Receiver's staff was told there is no
 6 third-party payroll processor and no formalized accounting software for Studora's
 7 operations; however, the Receiver later observed the existence of current Capital
 8 Sun Investments, LLC Quickbooks financials and is working to locate Quickbooks
 9 files.

10 C. Assessing Receivership Entities, Business Operations

11 Prior to arriving at the Office Premises, the Receiver worked to review as
 12 much of the Complaint and evidence submitted by the Commission as possible.
 13 Through this review, the Receiver learned that Defendants had likely changed the
 14 business names under which they were operating. One of the new business names
 15 they appeared to be using was Studora. A few examples of the documentation
 16 showing the continuation of the business under different names are attached hereto
 17 as **Exhibit B** – a declaration from a former employee who stated the name of the
 18 operation was going to change to "Studora" to "avoid difficulties with the FTC or
 19 other legal authorities", canceled checks made by Impetus and Studora to the same
 20 personnel, and canceled checks made by Studora (with the Office Premises address)
 21 to Impetus. Additionally, the Receiver reviewed the website documentation
 22 presented in the Complaint, and found a www.studora.com website, which appeared
 23 to offer similar student loan debt relief services, notably "Student Loan
 24 Forgiveness." Snapshots of the www.studora.com and www.aidnest.com websites
 25 which indicate similar services provided are attached hereto as **Exhibit C**.

26
 27
 28 ⁴ The Receiver has subsequently learned that minimal credit card payments were
 deposited into an operating account; however, the approximate \$5,900 balance
 remains insufficient to maintain operations.

1 Upon arrival, the name inside the Office Premises was Studora. Because of
2 the evidence presented by the Commission referencing Studora, as well as the
3 evidence of operations of Impetus and Fig Tree at the Office Premises, including,
4 but not limited, (a) a change of address form (to 1651 E. 4th Street, Suite 124, Santa
5 Ana, CA 92701 from 18100 Von Karman, Irvine, CA 92612) processed with EMS,
6 a payment processor, signed by Defendant Avitia on behalf of Aidnest in February
7 2018 (**Exhibit D**), and (b) the current and posted address on the Aidnest website
8 being 18100 Von Karman, Irvine, CA 92612 (see Exhibit C), the Receiver was able
9 to quickly confirm that Studora was an affiliated entity and/or successor of the
10 named entities, and therefore included in the scope of the TRO and the receivership.
11 Shortly after the Receiver and her staff entered the Office Premises, scripts and
12 other documentation showing that Studora was simply a continuation of the
13 Defendants' operations were found. Attached hereto as **Exhibit E** is a copy of a
14 script document entitled "Payment Verification Questions" which shows "Aidnest"
15 crossed out and "Studora" manually written in place of Aidnest. Mail addressed to
16 Defendant Avitia and Aidnest, and Defendant Colombana (**Exhibit F**) was also
17 quickly observed on the reception desk at the entry. The Receiver was also advised
18 by an employee that Defendant Avitia retrieved mail at the Office Premises bi-
19 monthly. In speaking with Mr. Calderon, he initially indicated he did not know the
20 Defendants, but later acknowledged he purchased equipment and leads (for one
21 month or two) from Impetus. As such, the Receiver asked for a copy of a purchase
22 and sale agreement, the existence of which Mr. Calderon could not specifically
23 recall, nor could he locate. The Receiver has not yet received a copy thereof.

24 The operational appearance of the Office Premises was that of a call center,
25 with a few offices and cubicles located throughout. Through the interviews of
26 employees on site, the Receiver learned that the student loan debt relief services
27 were marketed through mailers, call leads were purchased and that ultimate relief
28 results may not be known (e.g., the company may have to contact the client or DOE

1 directly to obtain results). As previously mentioned, call scripts and other similar
2 documents were located, including a document entitled "Mandatory Enrollment
3 Fees", a copy of which is attached hereto as **Exhibit G**. Based upon (a) this
4 document, which states that "First payment needs to be scheduled within 5-10 days
5 of enrollment date", (b) bank records showing six figure monthly receipts,
6 (c) sample customer data pulled from the CRM software (**Exhibit H**) showing
7 payment requirements in the contract and payments reflected in the CRM system,
8 and (d) other information gleaned from interviews discussed below, it appears very
9 likely that payments were demanded and/or received prior to services being
10 rendered and/or results delivered.

11 Accordingly, and with no cash available to fund any level of operations (less
12 than \$15 in the Studora related operating accounts at takeover), the Receiver
13 determined the business could not be operated at all, let alone operated legally and
14 profitably, and therefore temporarily suspended operations. The Receiver is also
15 preparing to communicate directly with the known clients/consumers (located
16 through the CRM software platforms) and the DOE, directing them to communicate
17 directly with one another and/or referring consumers to free debt counseling
18 services.

19 **D. Interviews with Individuals Present**

20 As noted above, after taking control over the Office Premises, the Receiver
21 and her staff met with and interviewed the 10 individuals who were present,
22 including Jimmy Calderon. It is important to note that the Receiver encouraged
23 Mr. Calderon on several occasions to promptly reach out to counsel.

24 These interviews lasted several hours, during which the Receiver primarily
25 focused on gaining access to, preserving, and understanding any, all Receivership
26 Entity accounts critical to operations of the enterprise, including accounting
27 software, the Customer Relationship Management ("CRM") software, and other key
28

1 vendors, as well as gaining understanding of any past or present operations
 2 (including locations thereof) that were being conducted by the Receivership Entities.

3 In such interviews, notably and specifically regarding how client payments
 4 work, an employee commonly referred to as the Customer Service Manager noted
 5 that if payment was not made by customers, work was not performed on said
 6 customer's file. Furthermore, for customers who sign up for monthly payments in
 7 exchange for annual recertification services (relating to income related debt relief)
 8 and who stop payment, the company works to 'rehabilitate' the file to get clients to
 9 continue payment so that the company can work on the annual recertification. And
 10 lastly, when discussing up-front payments with Mr. Calderon, he inquired about the
 11 law and asked if "payments were supposed to be held" until the DOE (Department
 12 of Education) issued its results from a debt relief application.

13 **E. Affiliated Entities and/or URLs**

14 It appears that several companies are affiliated with the individual Defendants
 15 and/or the Receivership Entities. Through her investigation and review of records
 16 and the Commission's filings thus far, the Receiver has identified the following
 17 entities and/or URLs, which appear to be affiliated with the individual Defendants
 18 and/or the Receivership Entities:

- 19 • Capital Sun Investments, LLC d/b/a Studora - affiliated with
 20 Receivership Entities as further discussed below
 - 21 ○ www.studora.com
- 22 • Premier Capital Investments, LLC – affiliated with Capital Sun
 23 Investments, LLC d/b/a Studora
- 24 • IDR Education – associated with Brian Colombana
 - 25 ○ www.idrededucation.com
- 26 • Synergy Student Services – associated with IDR Education (on IDR
 27 Education CRM platform but uses IDR Education Contract) and thus,
 28 Brian Colombana

○ www.synergystudent.com

● People's Choice – associated with Brenda Avitia-Pena (on CRM profile for Avec Staffing)

○ www.avecstaffing.com

● Assure Direct Services, LP

● Bevan Circle, Inc.

● BTK Group, Inc.

● Carlos Valazquez Enterprises

● Futero SAS

● Fig Tree SAS

● National Document Processing LLC d/b/a National Student Loans

● Noel Capital Group SAS

● Optima or Optimum Advocacy Center

● Sansa LLC

● S.P.Q.R. Enterprises, LLC

● Student Assist Plus, LLC

● VNL Enterprise

The Receiver continues to investigate the ties and relationships between these entities and the Defendants and secure their assets.

F. Control Over Computer Hardware, Software and Documents

Upon entry to the Office Premises, the Receiver took control over computers and electronic devices located at the Office Premises, as well as any off-site electronic records. Pursuant to the TRO, the Receiver granted access to certain computer drives to the Commission and also retained the services of SETEC Investigations to store the hard drives located at the Office Premises.

As part of her effort to preserve the electronic and hard copy documents associated with the Receivership Entities, the Receiver also served accountants, vendors, and other third parties (including the internet service provider, website

1 host, CRM service provider, telephone service provider, and other key vendors
2 known to service the Receivership Entities) with copies of the TRO and made a
3 demand that each of them preserve all electronic and other documents in their
4 possession, custody or control as provided for in the TRO.

5 An account with website hosting company Go Daddy was obtained at the
6 Office Premises, but it did not include the domains associated with this case.
7 During the employee interviews, the Receiver was told the Studora website and
8 Facebook account was not controlled internally, but rather by an individual believed
9 to be Defendant Duong's brother. The Receiver did serve the TRO on and is still in
10 the process of obtaining administrative control of the domain names known to be
11 registered to the Defendants at Go Daddy. Once administrative access is obtained,
12 all of the domains will be preserved and taken offline [to disable the ongoing](#)
13 [marketing of the Receivership Entities' debt relief services.](#)

14 **G. Personal Property**

15 During the Receiver's takeover of the Office Premises, her staff took a
16 photographic inventory. For the most part, the personal property consists of CPU's,
17 computer monitors, cubicles and other miscellaneous office furniture, fixtures and
18 equipment.

19 **H. Pending Litigation**

20 Not including this action, the Receiver is aware of only one other pending
21 action involving the Receivership Entities. This action was brought by Colombana
22 in Orange County Superior Court against Duong, Avitia, and Impetus. The
23 Receiver, through her counsel, has provided notice of the TRO and the stay of
24 litigation against the Receivership Entities contained therein to counsel representing
25 Duong, Avitia, and Impetus in that action, the receipt of which has been
26 acknowledged.

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1 **I. Territorial Jurisdiction Over Receivership Assets.**

2 By filing the Complaint and the TRO with other federal district courts in the
3 United States, the territorial jurisdiction of this Court over receivership assets is
4 extended to such districts. 28 U.S.C. § 754, *see also Haile v. Henderson Nat'l Bank*,
5 657 Fed. 2d 816, 822 (6th Cir. 1981). Based on information obtained to date, the
6 Receiver has filed the Complaint and TRO in the District of Wyoming and is
7 presently taking steps to file them in the Districts of Utah, Oregon and the Middle
8 District of Florida. As additional information becomes available, the Receiver will
9 file and record the Complaint and the appointment order in applicable districts and
10 counties in conformity with § 754 and the federal law.

11 **J. Borrower/Client Communications.**

12 The Receiver has established a dedicated web page on the Receiver's website
13 which will be used to provide case information, regular updates, and answers to
14 frequently asked questions to employees and customers. The Internet address for
15 the webpage is as follows: [http://www.ethreadvisors.com/ftc-case-docs/ftc-v-](http://www.ethreadvisors.com/ftc-case-docs/ftc-v-impetus-et-al/)
16 [impetus-et-al/](http://www.ethreadvisors.com/ftc-case-docs/ftc-v-impetus-et-al/). In addition, the Receiver is maintaining a dedicated e-mail address
17 and telephone line for all inquiries.

18 The Receiver is preparing to notify the known customers (identified through
19 the CRM software) and the DOE. No accounting software was identified but,
20 notably, Quickbooks related reports were observed for Capital Sun Investments,
21 LLC; as such, Intuit has been notified and administrative access demanded. It is the
22 Receiver's hope to pull more vendor and customer related contact information from
23 any Quickbooks files obtained.

24 **V. PRELIMINARY RECOMMENDATIONS**

25 The Receiver's efforts to marshal and recover assets and relevant
26 Receivership Entity documents and records are ongoing. In the near term, the
27 Receiver and her professionals make the following recommendations.

28

A. Document Recovery Efforts

1 Dated: November 20, 2018


KRISTA L. FREITAG
Temporary Receiver

2
3
4 Dated: November 20, 2018

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

By: /s/ Edward Fates

EDWARD G. FATES
Attorneys for Temporary Court-
Appointed Receiver
KRISTA L. FREITAG

EXHIBIT A

Account Holder Name	Name-2	Bank	Account	Balance at 11/20/18 or Current Status
Accounts Identified:				
Capital Sun Investments, DBA Studora		Bank of America	5322	Awaiting Bank Response
Capital Sun Investments, DBA Studora		Bank of America	5319	Awaiting Bank Response
Fig Tree & Co		Bank of America	0549	Awaiting Bank Response
Fig Tree & Co		Bank of America	0552	Awaiting Bank Response
Impetus Enterprise		Bank of America	0646	Awaiting Bank Response
Noel Solutions		Bank of America	0789	Awaiting Bank Response
Noel Solutions		Bank of America	0792	Awaiting Bank Response
Noel Solutions		Bank of America	7094	Awaiting Bank Response
Tuan Duong		Capital One	0534	Personal
Tuan Duong		Capital One	0846	Personal
Tuan Duong		Capital One	7057	Personal
Tuan Duong		Capital One	0178	Personal
Tuan Duong		Capital One	3255	Personal
Tuan Duong		Capital One	0871	Personal
Tuan Duong		Capital One	6699	Personal
Tuan Duong		Capital One	8828	Personal
Brenda Avitia-Pena		Chase		Closed - with no account specified
BTK Group, Inc. [not included in report]		Chase	0328	(59.28)
Capital Sun Investments		Chase	8336	6,039.52
Capital Sun Investments, DBA Studora		Chase	9708	Closed
Fig Tree & Co		Chase	5936	1.62
Fig Tree & Co		Chase	7732	Not addressed in initial response
Fig Tree & Co		Chase	9986	-
Impetus Enterprise		Chase	0087	Closed - with no account specified
Impetus Enterprise		Chase	5538	Closed - with no account specified
Impetus Enterprise		Chase	5876	Closed - with no account specified
Impetus Enterprise		Chase	7928	Closed - with no account specified
Noel Solutions [not included in report]		Chase	9232	6,604.21
Tuan Duong [not included in report]		Chase	6733	(125.52)
Tuan Duong		Chase	3206	Not addressed in initial response
Impetus Enterprise		Paymentech	0988	Closed
Impetus Enterprise		Wells Fargo	7395	23,091.50
Additional Accounts Located:				
Brian Colombana [not included in report]		Capital One	4289	232.41
Tuan Duong		Capital One	1540	Personal
First Liberty Inc [not included in report]		Chase	2966	4,230.37
Noel Solutions		Chase	1871	Blocked
Noel Solutions		Chase	5635	Blocked
Premier Capital Investments, LLC		Chase	0036	13.35
Jimmy Calderon		Chase	1226	Awaiting Bank Response
Studora?		Chase	5362	Awaiting Bank Response
Impetus Enterprise		Wells Fargo	5628	3,818.17
Impetus Enterprise		Wells Fargo	7936	30.86
Capital Sun Investments		Wells Fargo	2736	(117.00)
		Bank of the West		No Accounts Located
		Branch Banking and Trust Co		No Accounts Located
		BMO Financial Group		No Accounts Located
		Citizens Business Bank		No Accounts Located
		Regions Bank		No Accounts Located
		SunTrust Bank		No Accounts Located
		US Bank		No Accounts Located
Additional Merchant Accounts Located:				
		BankCardUSA		No Accounts Located
		Madera Merchant Services		Awaiting Response
Impetus Enterprises Inc dba Aidnest		Choice Merchant Solutions/Esquire Bank	3434	2,373.14
Impetus Enterprises Inc dba Aidnest		Choice Merchant Solutions/Esquire Bank	3434	125,000.00
Studora		Electronic Merchant Systems	7025	Closed
Impetus Enterprises Inc dba US Debt Relief		Electronic Merchant Systems	9199	21,370.72

Account Holder Name	Name-2	Bank	Account	Balance at 11/20/18 or Current Status
Aiding Students and Teachers	Tuan Dihn Duong	Electronic Merchant Systems	6410	40,152.84
Aidnest	Brenda Avitia-Pena	Electronic Merchant Systems	2694	66,962.04
Studora		Orange Merchant	1508	400.00
		Total		\$ 300,018.95
Total in Report (note accounts not included in report above)				\$ 289,136.76

EXHIBIT B

**DECLARATION OF CALIE DIPASQUA
PURSUANT TO 28 U.S.C. § 1746**

I, Calie Dipasqua, hereby declare as follows:

1. I reside in Huntington Beach, California and I am over the age of 18. I have personal knowledge of the facts in this Declaration, and if called as a witness, I could and would testify to the facts stated herein.
2. I currently work as a waitress in Stanton, California, and also work as a massage therapist.
3. From December 2014 to June 30, 2016, I worked for Aiding Student Relief in Tustin, California; in Santa Ana, California; and in Cali, Colombia
4. At my job interview in December 2014, I was interviewed by a person who identified himself as Andrew, who said he was the owner of Aiding Student Relief (“ASR”). I later learned that Andrew, who also used the name Thomas, actually was Tuan Dinh Duong. Mr. Duong used aliases such as Andrew and Thomas in operating businesses, including ASR.
5. Mr. Duong interviewed me and told me that ASR processed student loans. I shared with him that I had previous work experience processing mortgage loans, and Mr. Duong hired me at the interview. No other persons interviewed me. I began work the following Monday at ASR’s offices in Tustin.
6. Between 2014 and 2016, I observed Mr. Duong and his girlfriend, Brenda Avitia Pena, at work at ASR. They had offices at ASR, where they appeared nearly every business day. Mr. Duong’s girlfriend, Ms. Pena, was the named or legal owner of the business, but at all times, Mr. Duong appeared to be the top boss. He hired and fired employees, made

marketing decisions, and set sales targets. Ms. Pena performed both sales and accounting work for ASR.

7. ASR marketed debt relief services to student loan borrowers who needed help in repaying their loans. Mr. Duong oversaw much of the marketing work for ASR, which ran advertisements on Facebook, Instagram, Snapchat, and other platforms, including its own website at aidingstudents.com. ASR also telemarketed its services to the public, accepting inbound calls from consumer leads and making outbound sales calls to prospective clients through the use of a dialer. I saw and heard ASR sales reps (“reps”) use a phone script in marketing debt relief services, and I became familiar with the company’s sales pitch.
8. The company’s sales pitch involved telling consumers that ASR specialized in student loan modifications, obtaining reduced loan payments and loan forgiveness for its clients. When consumers expressed interest, phone reps would gather their personal information, including their name, address and social security number, outstanding loan balance, income and financial data, family size, and other information, including their debit or charge card information and their login credentials for their federal student loan accounts.
9. ASR required consumers to pay an upfront fee, typically the larger of \$499 or 1% of the loan balance. This fee would be typically divided into three monthly payments, and then ASR would charge consumers a \$19 monthly monitoring fee afterwards until the loan was repaid or forgiven. It was a general rule that ASR did not provide services to clients who did not make the initial upfront payment. Once a consumer made an initial payment to ASR, their file would be transferred to me in the processing department.

10. In December 2014, ASR was a smaller business, but it would grow considerably in the following months. When I joined ASR, approximately 8 or more sales reps “closed” or made sales of debt relief services to new clients. Within 60 to 90 days of my hiring, however, there seemed to be a noticeable uptick in sales, and the number of sales reps climbed over time.
11. When I joined ASR, my primary responsibility was to take “newly closed” client files from sales reps who had just “closed” or sold debt relief services to new clients. The sales reps would introduce the clients to me over the phone, and I would speak with those consumers and try to speak to lenders or servicers to see what options might be available. ASR provided me no training; I had to learn the details of the student loan industry myself, visiting the U.S. Department of Education website and reading about the various types of student loans, what consolidation and repayment plans were available to the public, and so forth.
12. At first, I was not aware of precisely what the ASR sales reps were saying to get consumers to buy the debt relief services. However, when the sales reps forwarded new clients to me just about every business day, I spoke to the new clients, and I heard many times what ASR had communicated to them and how the consumers had understood the statements made by ASR’s sales reps.
13. Consumers consistently told me that ASR’s reps promised them ASR would promptly either get them lower monthly loan payments or get their student loans forgiven. The clients had false hopes about what ASR could do for them – they expected that ASR would quickly reduce their loan payments to very low levels, such as \$19/month, or ensure that their loans would be rapidly forgiven. This issue arose so consistently and

frequently that I suspected our sales reps were making these claims. The issue only worsened as ASR added more sales reps and made more sales. I listened to recorded sales calls to find out what was happening.

14. When I listened to recorded sales calls, I heard sales reps misleading consumers and telling them that their loan payments could be rapidly reduced to \$19/month, or promptly forgiven or discharged. These claims were false in all instances I can recall and ASR should not have promised such results. Our sales reps could not truthfully promise consumers at large that ASR would get their payments cut to the specific amount of \$19 or promptly forgiven or discharged. The processing department could not deliver these results; there was no debt relief program available to us that would simply cut consumers' payments to \$19 or promptly forgive or discharge so many student loans.
15. When she worked in sales, I heard Ms. Pena blatantly lie to consumers on recorded phone calls. She told numerous prospective clients that they could pay ASR's enrollment fees and monitoring fee, and never have to make another student loan payment again. She told consumers that was all they would have to worry about, and would inflate information (such as lying about the debtor's family size, adding more members) or dismiss other information such as income that could be important to obtaining an income-sensitive repayment plan. I repeatedly brought these misrepresentations to Mr. Duong's attention, but he would just let her do it.
16. As a result, ASR was misleading consumers about what it could and would do to lower their monthly loan payments or get student loans forgiven. This problem was present when I joined ASR in December 2014, I tried to address it with steps described below, and I left ASR when I concluded it would never be fixed.

17. Concerned by what I was hearing from consumers and in recorded sales calls, I tried to put in place a kind of control to address deceptive claims by our sales reps. If I heard a recording in which a rep made deceptive claims to a new client (such as claiming that their loans would be forgiven once they paid ASR, a claim I heard repeatedly, and that Ms. Pena made in sales calls) I would return that client's file to the rep and ask them to call back the consumer and explain what results ASR could and could not really deliver.
18. In 2015, we were extremely busy, as ASR's business picked up. I was the processing department. I had a single assistant helping me try to deliver debt relief services to our clients, and the situation was hectic. Two people simply could not handle the sort of client and sales volume that ASR was generating. I complained to Mr. Duong and told him I would leave if the situation was not resolved.
19. In late 2015, Mr. Duong expressed interest in increasing our sales volume, and spoke to me about his plans to have his business associate, Brian Colombana, integrate a call center in Colombia into ASR's operations. I agreed to help and moved to Colombia around March 2016 to help integrate the new call center into ASR. The call center had dozens of operators. I observed Mr. Colombana at work in the call center. He had an office in the call center where he performed IT work, developed a customized CRM database for the business, and paid everyone. Mr. Duong or Ms. Pena sent money to Mr. Colombana to pay the call center employees in Colombia.
20. In Colombia, I felt I had some space from Mr. Duong and Ms. Pena, and I put in place what I called a "quality control team." I asked six operators to listen to recorded sales calls, and return "newly closed" client files back to the phone reps when they heard the

reps make false claims to close sales to those consumers. I listened to recorded sales calls as well.

21. Misrepresentations to consumers, including false claims that their loan payments would be promptly or substantially reduced or forgiven, occurred on a consistent basis, every business day. Many new client files that I or members of my team reviewed were “closed” or sold through such claims, and when I tried to explain the truth to consumers in my processing role, they would get angry or complain. When I or my team found such claims in recordings of sales calls and tried to return client files to sales reps to try and fix the misrepresentations, Ms. Pena repeatedly stepped in and approved the sales despite what we found.
22. Mr. Duong gave me a hard time about these controls, and then tore them out. He limited the topics that the team could check. He and Mr. Colombana reassigned team members to other positions, such as sales or processing.
23. In 2015, I also learned from a co-worker at ASR, Brandon Fago, that Mr. Duong and Mr. Colombana had marketed home loan modification services in the past. I learned that Mr. Colombana had been disbarred as an attorney for how he carried out the home loan modification business, and that Mr. Duong had been ordered by a court not to take part in a debt relief business like that.
24. I told Mr. Duong several times that I would leave ASR if he did not change its operations to stop the deceptive sales. Typically, he would promise that we would change and improve our sales practices, but then no real change or improvement followed. I felt I was working to put ASR on the right track, but over time, I concluded my efforts were

futile. Mr. Duong, Ms. Pena, and Mr. Colombana did not express interest in stopping the deceptive sales. They pushed for more sales regardless of what was said on the calls.

25. I remained in Colombia, working for ASR, until late June 2016. By the end of my tenure at ASR, I would estimate there were perhaps 40-45 reps at work for ASR. From my role in processing, where I saw the volume of newly-closed files, I estimated ASR was closing close to a thousand new client files a month, achieving between three hundred thousand to half a million dollars in monthly sales.

26. I was spending much of my workday on the phone with angry consumers who had been lied to by our sales reps about what ASR could do for them. Every file effectively was a complaint in progress. There was a ridiculous amount of “clean up” work involved in my position, trying to reset the expectations of consumers to whom our phone reps had made false promises of \$19 loan payments or immediate loan forgiveness. As I mentioned, I stated these concerns to Mr. Duong and tried to get him to fix the problem, but he would not fix it. At the end, after more than a year of trying to get ASR to do business in what I thought was an honest way, I finally reached my wit’s end. ASR was ripping people off.

27. I quit ASR on June 30, 2016, and filed a complaint with the Federal Trade Commission about ASR’s deceptive practices.

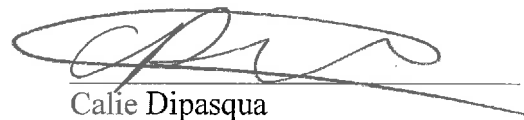
28. In this declaration, I refer to Aiding Student Relief as ASR. I would like to make clear that Aiding Student Relief was a fictitious business name; there was no single business by that name. Instead, there were multiple companies that did business as Aiding Student Relief. The lead company of which I was aware was Impetus Enterprise, Inc., which handled marketing for the operation. I received paychecks from this company.

29. Other companies that did business as Aiding Student Relief included Avec Staffing, Futero, and Figtree & Co. Avec Staffing was supposedly a staffing company, but its business was staffing our student loan debt relief operations. Futero was the name of the call center in Colombia. Its predominant business was marketing ASR's debt relief services to U.S.-based consumers. As I described above, I worked extensively in this call center in 2016. At one point, it had over 40 phone reps, nearly all of whom were marketing ASR's services. There were a few reps attempting to telemarket a CBD product to consumers in states in which those products were legal, but Futero's main business and backbone was selling ASR's student debt relief services. Most of the inbound phone calls were for ASR. Futero was Mr. Colombana's company. I also did some paperwork for Figtree, such as scanning, faxing, or emailing a document that Ms. Pena provided me. Ms. Pena advised me that Figtree was just another business or license through which they could do ASR's business as well as its taxes.

30. Two weeks before I quit ASR, Mr. Duong's personal assistant Valeria, who was based in Colombia, told me that ASR was going to change its name to avoid difficulties with the FTC or other legal authorities, and its new name would be Studora.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 17th, 2018, in Huntington Beach, California.


Calie Dipasqua

IMPETUS ENTERPRISE INC

WELLS FARGO BANK, N.A.
www.wellsfargo.com
18-2411220

2274

10/5/17

PAY TO THE ORDER OF Peter Lagaris

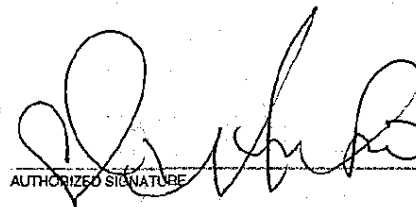
\$ \$1,512.00

One Thousand Five Hundred Twelve Dollars *****00/100

DOLLARS

MEMO

DRAW

VALID VAL
ID VALID VAL
ID VALID VAL
ID VALID VAL
VALID VAL

AUTHORIZED SIGNATURE

⑈0000002274⑈ ⑆122000247⑆ 1693327395⑈

Details on Back. Security Features Included

REQUEST 00007194282000000 1512.00
 ROLL ECIA 20171016 000008217923823
 JOB ECIA E ACCT 1140001693327395
 REQUESTOR U540701
 19793263 04/27/2018 Research 19795167

Summons and Subpoenas Department
 S4001-01F
 Phoenix AZ 85038

20-Jun-18

20Jun18-238

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G20Jun18-238

Sequence number 004790363186 Posting date 07-Nov-17 Amount 1073.02

CAPITAL SUN INVESTMENTS LLC		1022
Date 10/20/17		90-7162/3222
Peter Lagaris	\$ 1073.02	
One thousand seventy three 112/100		
CHASE		
Morgan Chase Bank, N.A.		
Memo		
⑈001022⑈ ⑆322271627⑆	215898336⑈	

ENCLOSURE

CHECK HERE AFTER DEPOSIT OR REMOTE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

SchoolsFirst FCU
 BOFD >322282001<
 Date 11/6/2017 10:38 AM
 Branch User: 4
 ATM #: 1018
 DIN:651800005128709

20Jun18-238

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION

GROUP ID G20Jun18-238

Sequence number 005380412283 Posting date 20-Dec-17 Amount 2789.00

STUDORA
1651 E. 4TH, SUITE 124
SANTA ANA, CA 92701


1067

Date 12 3 17 90-1112/222

IMPETUS

\$ 2789 -

Two Thousand Seven Hundred Eighty Nine - ⁰⁰/₁₀₀ (DOLLARS) & ⁰⁰/₁₀₀

CHASE 
JPMorgan Chase Bank, N.A.
www.Chase.com

Alenc Rent - December

001067 13222716271 215898336

The Secretary of the Board, on behalf of the Board, has the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

☐ CHECK HERE AFTER MAILING OR REMOTE DEPOSIT

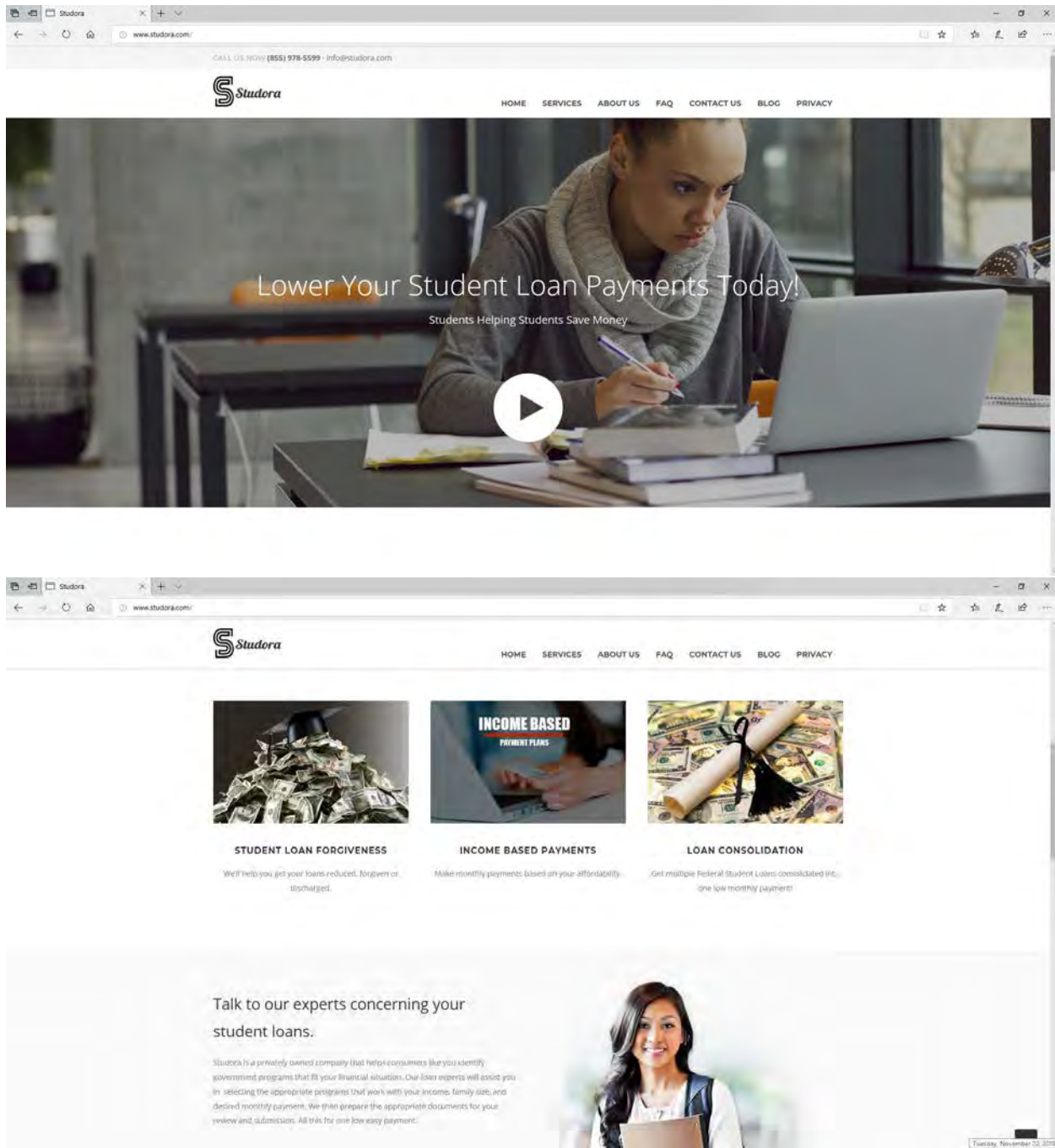
DATE: _____

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RECEIVED FOR PAYMENT OF INSURANCE PREMIUM

ENCLOSURE
✓
CHECK HERE AFTER MAIL OR REMOTE DEPOSIT

EXHIBIT C

Studora website snapshot:



AIDNEST website snapshot:

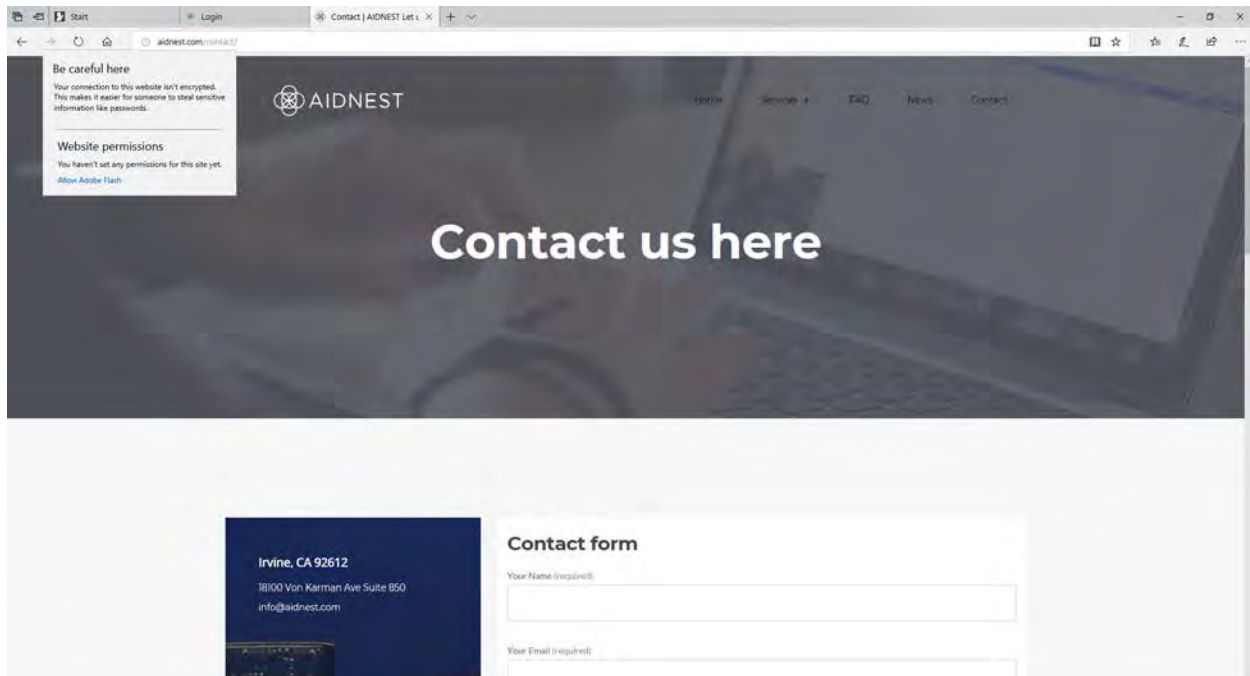


EXHIBIT D

CONFIDENTIAL

FTC v. Tuan Duong, et al.
C.D. Cal. Case No. 8:14-cv-01033-JLS-RNBUNREDACTED PER
12 USC 3413**MERCHANT CHANGE NOTICE****FAX TO: 216.674.3110**Copy fwd to Gift Cards:
Please circle: Yes or No

FAX TO: 216.674.3110	TICKET # _____	CSR REP: _____
-----------------------------	-----------------------	-----------------------

MERCHANT #: 2694 (15 digits)	DBA: AIDNEST (please print)
--	---------------------------------------

DOING BUSINESS AS (DBA) NAME	FROM: _____
	TO: _____

PHYSICAL ADDRESS (PLACE OF BUSINESS)	FROM: ADDRESS: 18100 Von Karman
	CITY, STATE, ZIP: Irvine, CA 92612
	TO: ADDRESS: 1651 E. Fourth St. Ste 124
	CITY, STATE, ZIP: Santa Ana, CA 92701 <input type="checkbox"/> MAILING ADDRESS

CORPORATE/LEGAL ADDRESS (If different than place of business)	FROM: ADDRESS: _____
	CITY, STATE, ZIP: _____
	TO: ADDRESS: _____
	CITY, STATE, ZIP: _____ <input type="checkbox"/> MAILING ADDRESS

TELEPHONE NUMBER	FROM: _____ TO: _____
	<input type="checkbox"/> FOR MOTO ACCOUNTS CHECK BOX IF CHANGING DESCRIPTOR FIELD ONLY

FAX NUMBER	FROM: _____ TO: _____
-------------------	-------------------------------------


IF CHANGING DEPOSITORY ACCOUNTS, PLEASE ATTACH VOIDED CHECK. PLEASE NOTE CHECKING ACCT. OR OTHER CHANGES ON THIS FORM THAT ONLY AFFECTS VISA, MASTERCARD AND DISCOVER SALES. FOR ANY CHANGE LISTED ON THIS FORM YOU MUST ALSO CONTACT AMEX.

MERCHANT hereby authorizes BANK and EMS in accordance with this MERCHANT Processing Agreement to initiate debit/credit entries to the MERCHANT's checking account as indicated below. This authority is to remain in full force and effect as described in Paragraph 12 and 16 of the Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreements applying to POS terminals and/or check guarantee fees.

ATTACH CHECK HERE ** DO NOT USE A DEPOSIT TICKET ** MAKE SURE CHECK IS VOIDED PROPERLY

If voided check is not attached, you must supply a letter from your Bank, using their letterhead, stating routing number and account number

CHANGE CAN NOT BE MADE WITHOUT THE AUTHORIZED SIGNATURE

OWNER'S SIGNATURE  **DATE:** 2/9/18

PRINT OWNER'S NAME Brenda Avitia

CUSTOMER SERVICE APPROVAL _____ **DATE:** _____

EXHIBIT E

PAYMENT VERIFICATION QUESTIONS

Version 07/20/17

Customer must answer and agree to all the questions below - without exception:

This call is being recorded for quality assurance, compliance and training purposes. I'm going to ask you some questions to verify your information and summarize everything that we're going to do for you. If you feel that the answer is CORRECT, just state CORRECT, and if not, let me know so that we can clarify really quick, OK?

• I am talking to (FULL NAME), who currently resides at (ADDRESS). CORRECT?

• And you do not have any former names. CORRECT?

• You're authorizing ^{studora} ~~AIDNEST~~ to process the (INITIAL APPLICATION PAYMENT) in order to submit your student loan application as well as enroll you into the Department of Education's repayment plan that was agreed upon when you signed the contract on (SIGN DATE). CORRECT?

✕ You're authorizing ^{studora} ~~AIDNEST~~ to process the re-occurring payment of (\$19) in order to keep you enrolled and re-certify your income driven repayment plan on an annual basis. CORRECT?

• You understand that the enrollment process along with consolidation of your loans could take 90 to 120 days depending on the current status of your loans. In order to expedite the process you will not do anything to hinder it or relay false information that could jeopardize your approval process. CORRECT?

Now I would like to go over your payment schedule to ~~AIDNEST~~.

^{studora} * fee payments

After which, your income-driven repayment, which is projected to be \$\$ and the \$19 monthly monitoring fee will be begin.

(READ THE INVOICE DATES & AMOUNTS)

CORRECT?

The following information will be submitted for approval:

1. Your tax filing status is _____ CORRECT?

2. Your family size is _____ CORRECT?

a) Confirm spouse/children/parents (example: 1 spouse, 2 kids)

3. Your current gross (monthly/yearly) income is _____ CORRECT?

OR

Your gross income last year was _____ CORRECT?

OR

At this time you are unemployed and you are not collecting any type of taxable income, so we are submitting with a letter of unemployment. CORRECT?

4. (If client is married) Spouse's gross income/Decline to state _____ CORRECT?

5. (If client is or was ever married) You have never conducted a spousal consolidation. CORRECT?

(ENROLLMENT STATUS)

You're not currently attending school. CORRECT?

OR

You're currently attending school and understand that the processing of your file won't start until your classes are done. CORRECT?

(No more than 2 months before graduation)

ADDITIONAL QUESTIONS

You understand that we are only able to work with your Federal Student Loans, not your private ones, CORRECT?

You **ARE/ARE NOT** currently making payments towards your loans, CORRECT?

To expedite the process, we will set up an online account page for you to correspond with your Lender, CORRECT?

CONFIRMATION VERIFICATION)**REPAYMENT PROGRAM**

In an income-driven repayment, you will pay according to your income & family size for up to # years and if you do not pay back the loan in that time, the remaining balance will be forgiven.

Correct?

(IF CLIENT QUALIFIES FOR THE "REVISED PAY AS YOU EARN ('REPAYE') PROGRAM, SPECIFY IF THE LOANS ARE ALL UNDERGRAD OR IF THERE ARE ANY GRAD LOANS).

ADDITIONAL BENEFITS

- **PSLF:** You also qualified for the Public Service Loan Forgiveness because you are in full time employment in a public/non-profit organization, and you understand that you have to remain employed as such for a period of 10 years. CORRECT?
- **TPD:** Since you are 100% and permanently disabled, you will be applying for a TPD Discharge, which may take up to 84 months if approved. If it doesn't get approved, remember you will go back to your regular term of (RECONFIRM PROGRAM & TERM). CORRECT?
- **BORROWERS DEFENSE DISCHARGE:** You understand that the processing time of BDD review could take anywhere from 12 to 24 months after which you might not get discharge approval. So in the meantime you will be processed for the forgiveness programs. (RECONFIRM PROGRAM & TERM). CORRECT?

(DEFAULT)

- You are in Default and you are not currently being garnished. CORRECT?

OR

- You are in Default and your (WAGES/TAXES) are being garnished. CORRECT?

- **OPTION #1 (IF CONSOLIDATION IS POSSIBLE)**

To release the default status from your loans, we are going to perform a loan consolidation. CORRECT?

OR

- **OPTION #2 (IF REHAB IS NEEDED)**

- To release the default status from your record, you are going to enter a loan rehabilitation program which you haven't completed before. CORRECT?

- You understand that the duration of loan rehabilitation is 9 months, in which: the first 5 months garnishment will stop if started, upon the completion of the program, the Default status will be lifted from your record. You are aware that this is a one-time only opportunity. CORRECT?

- You authorize us to use your account/credit card information to make the first and recurring payments on your loan rehabilitation program. CORRECT?

Do you have any questions or concerns at this time?

It will take about 10 business days **after** your first payment clears, before your lender is aware of the adjustments we're making. Within that time, one or more representatives from ~~AIDNET~~ ^{student} will be in touch with you to verify your information and update you on the progress of your account so keep in mind that when we need to contact you we will call, email or text you. We'll also ask you not to change your FSA ID or password since your assigned Processor will need to have regular access to your student loans to work on them. To ensure your enrollment is processed in a timely manner you will submit <name documentation> within 48 hours, correct?

(Asking for documents – If POI caution client to send POI that reflects the income they discussed)

As a courtesy, we will be sending you a form to sign and fax to your lender in order suspend payments to your student loan while making these adjustments. Please be prompt in sending that form as the process takes up to 4 months after your first payment clears

I'll be sending you an e-mail, just so that I can be sure that you have my direct contact and e-mail – if you have any questions in the future, please don't hesitate to contact me.

Thank you and have a good day.

EXHIBIT F



National Headquarters
250 Huron Road, Suites 400 & 500
Cleveland, Ohio 44113

CLEVELAND
OH 44113
NOV 11 11
PM 1 L

NEOPOST FIRST-CLASS MAIL
11/09/2018
US POSTAGE \$000.47⁰



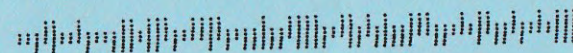
ZIP 44113
041M11283309

FIRST CLASS MAIL

URGENT CHARGEBACK/PRESENTMENT DOCUMENTATION ENCLOSED

AIDNEST
BRENDA AVITIA
1651 E 4TH ST STE 124
SANTA ANA CA 92701-5141

92701-514149

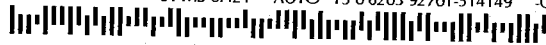


CONSERVICE®
The Utility Experts

PO BOX 4717 LOGAN, UT 84323-4717
vo98

Return Service Requested

0064280 01 MB 0.421 **AUTO T3 0 6203 92701-514149 -C01-P64344-I



BRIAN COLOMBANA
1651 E 4TH ST STE 124
SANTA ANA CA 92701-5141

Statement Enclosed

FIRST-CLASS MAIL
U.S. POSTAGE PAID
LOGAN, UT
PERMIT NO. 655

Conservice Acct #:	18418147
Current Charges	\$72.56
Due Date:	11/01/2018
Statement Date:	10/13/2018

Utility Statement for Village - Delrey

Account Name	Service Address	Conservice Account	Web Pin
Brian Colombana	3497 Spectrum Irvine, CA 92618	18418147	10000167

Please submit payment with your Village - Delrey rent payment. Please pay with one check if possible.

Current Utility Charges

Service Type	Beginning-Ending	Multiplier	Billed Usage	Charges
Fixed Water Charges	09/01/2018 - 10/01/2018			\$3.67
Sewer	09/01/2018 - 10/01/2018			\$20.25
Trash	09/01/2018 - 10/01/2018			\$28.70
Water	09/01/2018 (28133) - 10/01/2018 (32743)		4610.00 Gal	\$27.63
Water Credit				-\$12.24
Service Fee (Conservice LLC)	Conservice is a service provider contracted to prepare monthly statements and provide conservation resources.			\$4.55
Current Charges due 11/01/2018				\$72.56

Enroll in our e-statements today!

Please see reverse for charge explanations and messages

CONSERVICE
The Utility Experts

PO BOX 4717 LOGAN, UT 84323-4717
vg98
Lease Number: 51787

Conservice Account:18418147 Village - Delrey
Amount Due:\$72.56
Due Date:11/01/2018

0064280 01 MB 0.421 **AUTO T3 0 6203 92701-514149 -C01-P64344-1



BRIAN COLOMBANA
1651 E 4TH ST STE 124
SANTA ANA CA 92701-5141

Do not remit to Conservice
Payments cannot be made
directly to Conservice

Service Type	Description
<u>Fixed Water Charges:</u>	You are billed a flat rate based on fixed water provider charges, including meter fees. These charges are billed in addition to water consumption charges.
<u>Sewer:</u>	You are charged based on a flat rate per unit for sewer service.
<u>Trash:</u>	Service provider issues bill, amount is paid by residents using a multiplier based on the number of occupants in the unit.
<u>Water:</u>	You are billed at water service rates for the amount of water consumed in your unit using a water allowance for 2 occupant(s). You are charged \$0.00187 per gallon for the first 1522 gallons; \$0.00253 per gallon for the next 1522 gallons; \$0.00632 per gallon for the next 609 gallons; and \$0.01785 for each gallon thereafter. Usage in the first two tiers is based on consumption amounts thought to be normal for your apartment, usage in the third tier is deemed to be inefficient and usage in the fourth tier is deemed to be wasteful.
<u>Water Credit:</u>	by unit

Multiplier - Add a value of 1 for the first occupant; add a value of .6 for the second, and a value of .3 for each additional occupant on the lease.

This bill is not from your local utility provider or from any other provider. Your charges are calculated using the service provider bills issued most recently. Vacant charges are prorated from your move-in date.

Message Center

Payment cannot be made directly to Conservice

For your convenience, remit payment online along with your rent at <https://residents.irvinecompanyapartments.com>. As a reminder, you can also submit Maintenance Service Requests online 24 hours a day.

If you elect to pay by check or your bank's online bill pay, please ensure your community name, resident name, and apartment number are listed on your check or bill pay.

Questions about utility usage, rates or other bill questions please contact Conservice at service@conservice.com, or 1-866-947-7379 between the hours of 5AM-7PM PST, Monday through Friday.

Please contact property at 949-502-3020, by mail at 56 Prism Irvine or TheVillage@irvinecompany.com to report any leaks or problems with the water system.



EXHIBIT G

Mandatory Enrollment Fees

\$599 Fee- 1-3 Pays (25k income or less)

\$699 Fee- 1-3 Pays (25-30k income)

\$799 Fee- 1-4 Pays (30-35k income)

\$899 Fee- 1-4 Pays (35-45k income)

\$999 Fee- 1-5 Pays (45-55k income)

\$1099 Fee + - 1-5 Pays (55k + income)

Reminder:

- *First payment needs to be scheduled within 5-10 days of enrollment date.*
- *The bigger the payments the bigger the commission!!!!*

EXHIBIT H



Mailing Address: 2321 E 4th St Suite C #471 Santa Ana, CA 92705 | [\(855\) 978-5599](tel:(855)978-5599)

www.Studora.com

Thank you for choosing Studora to assist you with your federal student loan application process. Based on the information you have provided to our company, we believe that you may qualify for one or more student loan assistance programs offered by the U.S. Department of Education.

We are a privately-owned company that helps consumers like you identify programs that may be suitable to your situation, gather the relevant application documents, and then prepare those documents for your review and submission. We are not a government agency or loan servicer, but instead a fee-based company that consumers choose to assist them with complex document preparation services for their Student Loan Consolidation. Our services are fee-based.

To begin, please carefully read the enclosed Agreement and all of its attachments, and make sure that all pages are signed and dated where indicated. Be sure to retain a copy of all documents for your records.

If you have any questions when reviewing the attached documents, please feel free to contact the representative that you first spoke with when completing these documents.

We always place our client's needs first and want to ensure that the documents that we provide are complete, fair and helpful to you. That is why we offer a "Satisfaction or Your Money Back Guarantee." Our Satisfaction Guarantee is explained in the attached agreement.

If you E-Signed this packet you are finished.

Thank you for contacting our company. We are certain that you will find our services helpful in achieving your student loan resolution needs.

Document Preparation Agreement (“Agreement”)

This Agreement is entered into on the date shown below between Studora (“Company”) and the Client shown below (“Client”).

Company provides document preparation services to assist consumers who are applying for federal student loan programs using Department of Education (“DOE”) forms. Company is a private company, not affiliated with any government agency, and for a fee Company will assist in assembly of student loan consolidation documents or other application documents for student loan debt assistance programs offered by the DOE. Company is not a lender, a debt consolidation company, or a law firm and does not provide legal advice. Company shall deliver completed applications to Client, for Client’s use and submission to DOE.

Company and Client do hereby understand, covenant and agree to the following:

- 1. Provide Complete and Truthful Information.** Company will provide Client with an overview session limited to their federal student loan debts and Company services, and Client expressly represents and warrants that Client will provide Company with information that is complete, accurate and truthful.
- 2. Performance of Services.** Upon receipt of full payment from Client, Company shall promptly review the information provided by the Client, and complete the application forms required for the DOE program(s) that have been selected by the Client. Company shall prepare applications necessary to initiate a federal student loan consolidation through the DOE on behalf of Client, or alternatively and at the Client’s option, identify and prepare applications for other DOE-sponsored programs suitable for Client. All completed applications shall be delivered by Company to Client for Client’s signature, approval and client’s direct submission to DOE. Company will keep Client updated on all progress and expected completion times. It is still the client’s responsibility to provide all necessary documents within the window of your application approval period.
- 3. Fees that Client Pays.** The payment for Company’s services relating to the student loan assistance applications, their preparation, delivery to Client and ongoing support are described in the attached Fee Schedule. Client should review the attached Fee Schedule carefully as it sets forth one or more fees that the Client will be charged depending on the services that are selected. All fees are earned, due and payable pursuant to the attached Fee Schedule. The fees shall be debited from Client’s bank account or charged on Client’s credit card pursuant to the attached authorization. Client shall be responsible for any third-party support or service fees, such as bank processing or third-party account fees.
- 4. Limited Money Back Guarantee (“Satisfaction Guarantee”).** Company guarantees that the applications it prepares for consolidation or acceptance into a DOE-offered program for student loan debt, or a repayment plan using current lenders through the DOE, will be accurate and sufficient for acceptance by the DOE subject to the following conditions: (1) student loans that Client presents to Company are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted, and have not been previously serviced or worked on by any other student loan assistance or adjustment company; (2) Client fully cooperates, is honest and timely in providing all information requested by Company and DOE; and/or (3) Client does not possess a characteristic that pursuant to DOE rules or applicable law that would disqualify Client from receiving a consolidation. Client shall not be entitled to the benefits of this section in the event that Client receives document preparation services from Company and prior to approval by DOE, Client terminates this Agreement or continues with DOE without the assistance of Company. If a Client is not approved through the DOE subject to the above limitations, then Company will reimburse the Fee paid to Company (limited to funds received by Company from Client). All refund requests must be made, in writing, to Company within 30 days of any denial by the DOE. Client shall only receive partial refund if client request to terminate services before the work is completed. This guarantee expires six months after the date this Agreement is signed by the Client.
- 5. Process and Restriction on Account Transfer.** Once Client provides Company with all requested information and paperwork, Company will begin preparing Client’s application(s). Company is not an intermediary or agent of the DOE, so it does not control any review or agency approval times. Once a consolidation or other beneficial result is secured, subject to Client’s election and for an additional fee, Company will continue to monitor your account and collect the necessary paperwork from Client to make sure account is up to date and ready for the yearly income validation. Prior to the anniversary of the loan, Company will provide required documents and instructions to Client for submission to the DOE. Client understands that Company may use a third-party support servicer to assist in processing duties pursuant to this Agreement and Company may share Client’s information with such processor consistent with Company’s Privacy Policy.
- 6. Indemnification and Hold Harmless.** Client hereby agrees to defend and hold harmless Company and any supporting servicer from and against any claims and liability of any nature whatsoever arising out of or in connection with Client’s failure to timely provide requested information to Company, Client’s lack of authority or ability to complete terms of this Agreement, and all other claims arising out of this Agreement or relating to Client’s loans and other financial obligations. This Agreement constitutes the entire agreement between the parties. Company makes no warranty, express or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against Company, its officers, directors, employees, agents, brokers and assignees, at law, equity or any

other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation of Company or Client's failure to follow any recommendation of Company, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client. This section shall survive any termination of this Agreement.

7. Important Limitation on Consumer Rights- Mandatory Arbitration Requirement- Please read carefully: In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, unconscionability or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County, California or in the county in which the consumer resides, in accordance with the Laws of the State of [California] for agreements to be made in and to be performed in California. The parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost (not attorneys' fees) of arbitration equally. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Binding Arbitration means that both parties give up the right to a trial by a jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. This section and the arbitration requirement shall survive any termination.

8. Entire Agreement. By virtue of Client's signature below, Client acknowledges that he/she has read, understands and agrees to every term, covenant and condition of this Agreement without change or modification and that he/she has received a true and complete copy hereof, effective on the date below. This Agreement is the only agreement between the parties and there is no other collateral agreement (oral or written) between the parties in any manner relating to the subject matter of this agreement. If any portion of this agreement is held to be invalid or unenforceable, the remaining provisions will remain in effect. The parties mutually understand and agree that a facsimile copy signature or an electronic signature on this agreement shall be deemed an original for all lawfully enforceable purposes.

9. Cancellation Policy. The Company's cancellation policy is designed to exceed state law requirements (for the Client's protection) and be easy to understand: If you are unhappy or dissatisfied at any time prior to your application being submitted (the services you are purchasing from the Company) then simply send a letter, email or facsimile to the Company requesting a refund and cancelling. Once Company completes its document preparation services and sends documents to the Client, Client shall not be entitled to a refund unless subject to above guarantee or if Client requests such cancellation within their state statutory cancellation right. If at any time you have questions, please do not hesitate to call or write to us directly. If you decide to cancel this AGREEMENT, you may do so, by notifying us in a written letter, expressly stating the right to cancel, signed and dated by the same person(s) signing this document. Please email: cancel@studora.com OR Fax: [\(385\) 419-1611](tel:3854191611).

10. Limitations on Damages. Liability under this Agreement and/or relating directly or indirectly to Client's participation in any government loan or relief program, under any theory of liability regarding any claim by the Client is limited to the amount of fees paid by Client and received by Company. The Parties agree to be contractually bound to such limitation on any damages, and agree not to demand or attempt to recover any amount in excess of such. It is the express intent of the parties to be bound by these limitations and this section shall survive any termination.

11. Information Authorization. Client hereby authorizes Company to verify past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to process my application request(s). Importantly, this Agreement does not provide any form of credit repair, credit score enhancement, unsecured or secured debt relief, or legal or tax advice, so any information obtained by Company can't be used for those purposes.

12. Electronic and Voice Communication Consent. Client consents to do business electronically with Company. Client understands that electronic transactions, not limited to emails, are inherently unsecure and that both Client and Company will take all reasonable steps to maintain the Privacy of the information shared between the parties. Client consents to receive information and documents relating to this Agreement and Company services via electronic mail, text message, facsimile, voicemail, and any other common electronic means. Client understands that all costs associated with the receipt, review and use of such electronic communications shall be those of Client, such as maintaining access to the Internet or paying for text messages. Client consents to receive updates and documents relating to this Agreement and the services and programs offered by Company via prerecorded voice messages, text/SMS messages, and/or through the use of an automated dialing system. Client may contact Company at any time to opt-out of receiving updates, new programs or offers through prerecorded or autodialed messages. Consent to this section does not bind Client to any future purchases of new services or offers.

13. Important Disclosure. You may, of course, try to complete your applications and consolidate your loans yourself without

paying anyone a fee – the results could be the very same or they might vary. However, our services are private and designed to provide you direct assistance in locating and accurately completing the applications that you need; we wade through all your paperwork and the DOE websites and applications, finding the documents that you need. Then we take the time to accurately prepare the documents for you backed by our guarantee (see above). The nominal fee for these services is similar to you paying a tax preparer to do your taxes for you – you could do them yourself, but most of us turn them over to an expert to do and to ensure that they are done right the first time. Please note that the Company does not expressly or impliedly warranty, represent or guarantee that it will be able to reduce your total student loan debt or monthly payments. Please note that if you do not pay your debts on time, they will increase because your creditors will add interest and fees to them; and your creditworthiness may decline. We will never advise you, nor should you, not timely pay your bills.

BY SIGNING BELOW (ELECTRONICALLY OR PHYSICALLY), I HEREBY ACKNOWLEDGE THAT I HAVE NOT BEEN ADVISED BY COMPANY, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT. DURING THIS PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS, AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING AND SERVICES THAT CLIENT APPLIES FOR. I FURTHER ACKNOWLEDGE THAT NO GUARANTEES OR PROMISES RELATING TO GOVERNMENT AGENCIES OR ANY RELIEF THAT THE CLIENT MAY RECEIVE HAVE BEEN PROVIDED TO CLIENT BY COMPANY, AND/OR ANY OF ITS AGENTS, AND/OR AFFILIATES AND A POSITIVE OUTCOME IS NOT GUARANTEED. I UNDERSTAND AND CONSENT TO THE ARBITRATION CLAUSE AND LIMITATION OF LIABILITY CONTAINED HEREIN, AND HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT IN ITS TOTALITY AND ASK ANY QUESTIONS OF COMPANY.

Executed on this Date:

11/08/2018

Client Signature:

Client Name:

Company Authorized Representative:

Exhibit "A" to Service Agreement**Fee and Service Schedule**

The purpose of this fee schedule is to ensure that Client is aware and consents to the fees that Company will charge for its services in assisting Client in preparing documents for one or more of the below programs. If other programs are identified by Client or Company to be suitable for Client, then additional fees may apply and will be presented to Client in writing for approval. Fees are charged consistent with terms of Client Agreement. Fees herein are only Company fees and do not include any third-party fees such as bank or dedicated account processing fees.

Program Service Fee

I, the Client, hereby authorize Studora to charge my credit card or debit card the Service Fee and/or other Fees as outlined below for the services rendered under this Agreement. The Client's Service Fee for services rendered is \$500.00 .

#	Date	Enrollment Fee	Monthly Maintenance Fee	Total Payment
1	Nov 09, 2018	\$500.00	\$0.00	\$500.00

ACKNOWLEDGEMENT

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

 Client's Signature

 Clients' Printed Name

11/08/2018
 Date

Exhibit "B" to Service Agreement**CREDIT CARD AUTHORIZATION**

I, [REDACTED], the Client, hereby authorizes Studora to charge my credit card the Fees pursuant to my Agreement. The Service Fee of \$500.00 US dollars (and any other applicable fees per attached schedule) will be automatically processed as either a one-time charge or as otherwise fully detailed herein.

I authorize the Company to charge my credit card, or as otherwise detailed in my Agreement. I understand that charges declined by the credit card issuer could constitute ground for cancellation of the processing services.

Scheduled Payments

#	Date	Enrollment Fee	Monthly Maintenance Fee	Total Payment
1	Nov 09, 2018	\$500.00	\$0.00	\$500.00

Please complete all of the following information.

Your account cannot be processed if incomplete.

Check the type of credit card: ☐ MC ☒ VISA ☐ Discover ☐ Amex

CC Number: [REDACTED] Expiration Date: [REDACTED] Security Code: [REDACTED]

Name of Credit Card Holder [REDACTED]

(exactly as appears on the card)

Billing Address: [REDACTED]

Signature of Credit Card Holder [REDACTED]

Date 11/08/2018

SPECIAL LIMITED POWER OF ATTORNEY

I, Alejandro Montero , Client, being of legal age and mentally competent, do hereby appoint Studora (“Company”) and its designated agents and/or employees as my true and lawful attorney-in-fact, for the limited purpose for any and all matters related to preparing applications for my submission limited to my public program student loan debt, and as may be deemed necessary:

1. To communicate with any and/or all of my providers and their servicing agencies to obtain information on my Student Loans.
2. To communicate with banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my Federal Student Loans, including but not limited to the balance of my account, payment history verification of the account, financial adjustments, and any and all necessary communications, correspondence, and negotiations regarding my account(s). I assert that all of the information that I have provided and will provide to the Company is true and accurate.

I understand that the Company is not a law firm, is not licensed to practice law or provide legal advice and that I will not request or accept, any legal advice from the Company relating to my personal financial situation.

I agree that electronic or facsimile copy signature shall be deemed original and is an authorization by me for all lawfully enforceable purposes.

This Limited Power of Attorney shall remain in force until or unless modified or rescinded in writing, or upon resolution of the current matter.

Executed On this (Date)

11/08/2018

Applicant Signature:

Applicant SSN:

Applicant Name:

Applicant DOB:

y is made this Date:

Client's Printed Name

Privacy Policy

Studora is dedicated to protecting your privacy and providing you with the highest level of service. This Policy explains what Company does to keep information about you private and secure. This Policy covers only information that you provide to Company or that it obtains about you from companies that you have chosen to do business with.

Please read this Policy carefully and contact us if you have any questions.

Personal Information We Collect

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number, or other information that you provide to us over the phone or in documents or applications,
- Information about your transactions, such as your account balances with your creditors, payment histories, account activity, and all other information that may be contained in your credit card statements or other reports relating to your debt, and
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau reports, collection agency reports or other communications, and other information relating to your payment histories, creditworthiness, annual income, or ability to satisfy your obligations.

We reserve the right to, and will, sell or transfer your personal information to third parties for any purpose in our sole discretion. We prohibit the sale or transfer of personal information to non-affiliated entities for their use without giving you the opportunity to opt- out. We may disclose such information in order to effect or carry out any transaction that you have requested of us or as necessary to complete our contractual obligations with you. We may also share your information with service providers that perform business operations for us, companies that act on our behalf to market our services, or others only as permitted or required by law, such as to protect against fraud or in response to a subpoena. We may also share or transfer our information in the event we transfer or sell your account or our business assets to another provider.

By carrying out those services, we may disclose your information, as we see fit and as permitted by law, to your creditors, credit card companies, collection agencies, banks, and other entities and individuals specifically necessary to effect, administer and perform our services.

Your Choices/Opt-out

We provide you the opportunity to 'opt-out' of having your personally identifiable information used for certain purposes. By providing information to Company you are consenting to the collection, use and disclosure of such personal information in the manner described in this privacy policy. We provide you the opportunity to withdraw your consent when such information is collected. Such consent may be withdrawn by calling the telephone number provided below or may be done in writing/email and sent to our customer service department at the following physical address or email address:

Studora
50 West Broadway Suite 300
Salt Lake City, UT 84101
(855) 978-5599
info@Studora.com

How We Protect Your Information

We train our employees to protect all customer information. We maintain physical, electronic and procedural controls that comply with government standards. We authorize our employees, agents and contractors to get information about you only when they need it to do their work with us. You can help to maintain the security of your online transactions by not sharing your personal information or password with anyone. Remember, no method of transmission over the Internet, or method of electronic storage, is 100% secure. This Policy applies to current and former customers. If you have any questions, please contact us at [888-407-6371](tel:888-407-6371)



E-Signature Completion Certificate

Document ID	5385521
Document GUID	33b6d25c-657c-4720-e984-ef211ac7823b
Document Title	Studora Prep Agreement CC
Sender IP	[REDACTED]
Number of Signers	1
Signer Email	[REDACTED]
Signer IP	[REDACTED]
Timestamp	2018-11-08T18:24:12-06:00
Document Hash	91d3bd51605062e065754867b1a4db6e

Document Audit

- Sent at 2018-11-08T18:22:49-06:00 from IP [REDACTED]
- Delivered to [REDACTED] at 2018-11-08T18:23:48-06:00 from [REDACTED]
- Adopted Signature at 2018-11-08T18:23:55-06:00 from [REDACTED]
- Completed Signing at 2018-11-08T18:24:12-06:00 from [REDACTED]
- PDF Generated at 2018-11-08T18:24:12-06:00

User Agent

Mozilla/5.0 (iPhone; CPU iPhone OS 12_0_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/12.0 Mobile/15E148 Safari/604.1

Alejandro Montero - C X +

https://login.debtpro.com/index.php?page=view2module--contacts&cid=274146720#null

Contacts Calendar Enrollments Accounting Docs Files E-Marketing Reports Admin

Contacts > Client Dashboard

11/14/2018 10:32 am FORB TILL FEB 2019

11/10/2018 7:47 am APP SUBMITTED TO GREATLAKES GRAD

History Calls Email Notes E-Marketing Docs Events Tasks Loan Programs Credit Card Bank Account Debits

STUDENT LOANS

Processing: **Verify App** 18 days

Customer ID: STUD-274146720

Assigned Company: Studora

Created At: 11/08/2018 3:49 pm - eham chierindol
Modified At: 11/08/2018 4:23 pm - eham chierindol

Data Source: Manual Entry

SSN: [REDACTED]

Birthday: [REDACTED]

Email: [REDACTED]

Cell Phone: [REDACTED]

Address: [REDACTED]

Income / Expenses

Income: \$0.00
Expenses: \$0.00
View Budget Analysis

Client Snapshot

Repayment Plan: Graduated

Enrolled: 11/08/2018 - Josephine Mendoza
Debt: \$82,406.00
Plan: Manager Override Plan
Comp. Template: Blank
Length: 1 Month
Enrollment Fee: \$500.00
Monthly Maintenance Fee: \$20.00
Savings Balance: \$0.00
Next Payment: Nov 08, 2018 - \$500.00
Last Payment: Cleared
of Returns: 0

Existing Notes

Search notes

--All Types--

Sales
11/14/2018 10:52 am
Anagely Padilla
MAILED OUT FORB

Sales
11/12/2018 12:30 pm
Perlat Mursaklyzy
confirmed receiving docs
sent email:
Hello Alejandro,
We received your files.
Thank you for sending over all the documents to us!
Your application was submitted and it is being processed.
It should get completed in 7-8 weeks.
If you receive any emails or letters feel free to reach out to us.
We will help you out.
Thank you and have a great day!

Sales
11/12/2018 12:25 pm
Perlat Mursaklyzy
uploaded forb
Notified: apadilla@studora.com

General
11/10/2018 7:47 am
Jasme Bello
APP SUBMITTED TO GREATLAKES GRAD

General
11/09/2018 4:29 pm
Josephine Mendoza
PAYMENT CLEARED RMI
Notified: alugo@studora.com, tkaeni@studora.com

General
11/09/2018 4:16 pm
Josephine Mendoza
File Approved:

Sales
11/08/2018 4:25 pm
eham chierindol
Program Type: Graduated
Program Payment: \$492.50
PSLP Eligible: NO
Family Size: 4
Tax Filing Status: Married Filing Jointly
Income Source: Paystubs
Annual Income: 25000
Select Student Service: NO

Additional Information