



Fresh Start Advisors, L.L.C.

FreshStartSolutions

Debt Settlement Services Agreement

This Debt Settlement Services Agreement, (hereinafter "Agreement") dated **3/7/2007** between Fresh Start Solutions, LLC, Fresh Start Advisors, LLC (hereinafter "FSS") a Florida corporation whose principal address of business is located at 1645 Palm Beach Lakes Blvd, Ste 480, West Palm Beach, FL 33401 and address is P O Box 642 Delaware OH 43016-0642 Jeffrey Wyckoff (hereinafter "CLIENT"), whose Street City State Zip code

SERVICES PROVIDED: FSS, on behalf of CLIENT, will attempt to negotiate settlements of CLIENT'S unsecured debt upon the terms and conditions set forth herein. FSS will work with the CLIENT to prepare a monthly repayment plan taking into consideration CLIENT'S personal financial situation. FSS shall receive cleared funds monthly from CLIENT to be placed into FSS' trust account for the purpose of distributing to CLIENT'S creditors once a settlement is successfully negotiated. Upon CLIENT'S request, FSS will provide a statement reflecting CLIENT'S funds held in trust.

FSS FEES AND PROCESSING CHARGES: There is a one-time non-refundable retainer fee in the amount of \$795.00 or 5% of CLIENT'S total unsecured debt whichever is greater, due upon the execution of this agreement. However, the Retainer has already been accurately included in the monthly payment plan your representative has established with you. There is a monthly program fee of \$29, which is included in CLIENT'S monthly payment. FSS will attempt to arrange settlements for 53% or less than creditors' claims for all of CLIENT'S unsecured accounts and will receive a performance-based fee of the difference between the 53% CLIENT pays to settle each account and the amount the creditor agrees to settle for. If any of the CLIENT'S payments or transfer of funds to FSS are not honored by FSS' bank, for whatever reason, there is a \$29.00 fee, which shall be deducted from CLIENT'S funds held in trust.

If CLIENT prior to program completion terminates agreement, there is a \$250.00 termination fee as set forth in "Termination of Program" below. If settlement is negotiated for 53% or less of balance due to creditor, FSS will automatically pay creditor without CLIENT'S approval. If settlement is over 53%, FSS will contact CLIENT and receive approval before paying creditor.

CLIENT ACKNOWLEDGEMENTS AND RESPONSIBILITIES:

- (a) FSS cannot process CLIENT'S file and/or contact CLIENT'S creditors until FSS receives all necessary CLIENT and creditor information including a copy of CLIENT'S statements from each creditor, signed authorization form, and initial retainer fee.
- (b) CLIENT acknowledges that all debts furnished by CLIENT are unsecured and that the information it provides FSS is true and accurate and agrees to hold FSS harmless and indemnify FSS for all damages, injuries, losses, costs, or expenses, including but not limited to litigation fees and costs, incurred or threatened to be incurred by FSS arising from any incorrect financial information pertaining to CLIENT'S creditors.
- (c) CLIENT admits that they are in financial difficulty and are not able to continue to pay the minimum monthly payments to their creditors under the current circumstances. FSS has NOT instructed CLIENT to stop paying creditors. CLIENT has VOLUNTARILY chosen to stop making regular payments.
- (d) CLIENT acknowledges that FSS does not provide legal, tax or investment advice or services. FSS recommends the use of a qualified accountant/CPA or an attorney where appropriate.
- (e) CLIENT agrees to provide FSS with any changes of address, phone numbers, or any other important contact information.
- (f) Time frames and debt settlement amounts discussed with your FSS Representative are reasonable targeted goals based on FSS' experience and knowledge. CLIENT understands that FSS cannot guarantee the outcome of any matter and these are its best professional estimates only. Each debt settlement case is unique and results may vary. FSS will always attempt to negotiate a settlement that is in the best interest of CLIENT.
- (g) FSS will not notify credit-reporting agencies of your participation in the program. CLIENT understands that while accounts are being negotiated, creditors will report delinquencies to the credit reporting bureaus, which will have a negative effect on their credit report.
- (h) CLIENT acknowledges that while accounts are being negotiated, creditors may put accounts into collection, or use attorneys or other collection methods. Attorneys and collection agencies usually would rather settle than file a lawsuit, and FSS will provide its best efforts to settle such accounts either by lump sum or monthly payments. CLIENT understands that it is the creditors right not to settle and may take legal action, which may result in a judgment against CLIENT, and or garnishment of wages and may become publicly known. CLIENT agrees to hold FSS harmless for all damages, injuries, losses, costs, or expenses, including but not limited to litigation fees and costs, incurred or threatened to be incurred by CLIENT by virtue of action taken by CLIENT'S creditor(s). CLIENT acknowledges that it is in their best interest not to interfere with the negotiating process and will inform FSS of all creditor offers and communication. CLIENT further acknowledges that should CLIENT interfere with negotiations and settle directly with any creditor submitted to FSS on Creditor Listing Form, FSS will be entitled to fees equivalent to FSS settling the same claim on CLIENT'S behalf.
- (i) CLIENT understands that creditors are required to report a write-off of any debt \$600 or more to the Internal Revenue Service and such a write-off will be considered as income.

EXHIBIT

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TERMINATION OF PROGRAM: CLIENT's monthly payment shall continue until such time one of the following occurs:
All of CLIENT's accounts are settled (see "Completion of Program" below).

CLIENT cancels program. CLIENT may cancel this program at any time by providing FSS with 15 day written notice by certified mail. Upon receipt of such notice, FSS will stop all negotiations in process and notify all creditors that FSS is no longer acting on CLIENT's behalf. A \$250.00 cancellation fee will be incurred to cover the cost associated with contacting creditors and to perform a final audit and accounting of CLIENT's funds held in FSS trust account, which shall be deducted from said trust account. FSS will refund to CLIENT the balance of CLIENT's funds held in trust with a complete statement within 30 days from the effective cancellation date.

FSS exercises its right to cancel the program with CLIENT for cause by 15 day written notice by certified mail which will include explanation of cause. FSS will refund to CLIENT the balance of CLIENT's funds held in trust with a statement of accountability within 30 days from the effective cancellation date.

COMPLETION OF PROGRAM: The program is complete once all unsecured debts of the CLIENT unsecured debts entered into this program to be negotiated by FSS are settled. Upon completion of program FSS will notify client as such, complete an audit of CLIENT's funds held in trust, and refund any funds not disbursed to creditors in accordance with this Agreement, within 30 days of notification to the client of completion of the program.


HOLD HARMLESS: CLIENT agrees to hold FSS, its agents, administrators, executive directors, employees, members, officers and directors harmless from any liability or damage arising from FSS' administration of the Program or this Agreement, including but not limited to; any damage that may arise from actions taken by CLIENT's creditors including, but not limited to suits, liens, garnishments, levies, repossessions or any other collection action.

ENTIRE AGREEMENT: This Agreement embodies the entire understanding and agreement between the parties and all previous understandings, representations, statements, and undertakings and agreements, written or oral are cancelled, withdrawn, and/or have merged into this Agreement. This agreement may not be amended except by in writing once signed by both parties hereto after the date of this Agreement.

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DISPUTES: CLIENT agrees that any dispute between or among the parties shall be first submitted to mediation before a certified mediator with venue exclusively in Palm Beach County, Florida. Mediation may be attended telephonically or in person. In the event that there is not resolution after mediation, any claim or dispute shall be submitted to arbitration with venue in Palm Beach County, Florida and conducted in accordance with the commercial rules of the American Arbitration Association. Judgment upon any award may be entered in any court having jurisdiction. This Agreement shall be governed and interpreted in accordance with the Laws of the State of Florida. However, in the event of any litigation, venue shall be exclusively in Palm Beach County, Florida, without reference to the rules of conflicts of laws there under, irrespective of the place of residence, domicile or business of the Parties hereto.

By signing below, CLIENT is agreeing to the terms of the agreement, and is setting a goal to become debt-free with the aid of FSS. This Agreement shall not be deemed effective until it is received by FSS, signed and dated.



Client Signature
Jeffrey Wyckoff
Client Name

Co-Applicant Signature

Co-Applicant Name

3/16/07

Date

PLEASE RETURN THIS SIGNED PAGE IMMEDIATELY WITH YOUR CREDITOR LISTING FORM, LIMITED POWER OF ATTORNEY, AND CLIENT INFORMATION WORKSHEET
Direct all telephone inquires to (888) 997-7572 Facsimile copy is considered a bona fide original

Debt Settlement Agent: Karen Purkey
Phone Number: 866 369 0198 x106
Fax Number: 866 819 4953
Email: karen@freshstartadvisors.com



Client Information Sheet

Applicant:

Jeffrey Wyckoff
Name

[Redacted]
Social Security Number

10/11/1949
Date of Birth

P O Box 642
Address

Delaware
City

OH
State

43016-0842
Zip

740 368 3970
Home Phone

(614) 342 2457
Work Phone

740 803 0507
Cell Phone

Fax Number

jeff@clralumni.org
Email

Howell
Mothers Maiden Name

Co-Applicant

Name

Social Security Number

Date of Birth

Address

City

State

Zip

Home Phone

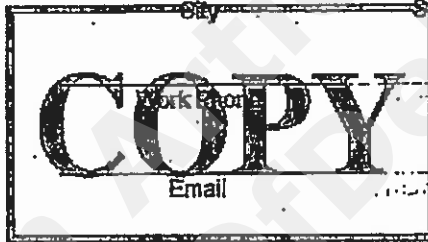
Work Phone

Cell Phone

Fax Number

Email

Mothers Maiden Name



Financial Information:

Do you own your own property? YES NO

Ever file bankruptcy? YES NO

Type of Debt: All Credit Card

Net Income: \$ 2090.56 / month

Mortgage/Rent (Circle): \$ 0

Household Utilities \$ 50.00

Car Payments \$ 324.93

Car Insurance \$ 65.41

Gasoline \$ 127.50

Insurances (Medical and life) \$ 43.14

Child care \$ 0

Entertainment \$ 50

Total Debt 11976.45

Number of Accounts 7

Are you behind? YES NO

Agreed Monthly Payment 323.42

Number of Dependents 0

Please describe how debt was incurred and why you are unable to pay it back under current terms:

Debt was incurred and was being paid prior to my hours being cut at Marys resulting in my having to reduce my payments and, in some cases, make payments late, resulting in late fees and over limit fees.



Direct Answers to Questions About Electronic Payments

<p>What is Electronic Payment? Electronic payment is automatic bill payment whereby your payment is deducted automatically from your checking or saving account.</p>	<p>If I do not write checks, how do I keep my checkbook balance straight? Since your payment is made at a pre-established time, you simply record it in your check register on the appropriate date.</p>	<p>How much does Electronic Payment cost? It cost you nothing. Plus, you save the cost of stamps, checks, and envelopes.</p>
<p>What is the advantage of Electronic Payment? It saves time! It saves money! It simplifies your life! You can avoid the hassle of writing or mailing checks!</p>	<p>Without a canceled check, how can I prove I made my payment? Your bank statement gives you an itemized list of electronic payments. It is your proof of payment.</p>	<p>What if I try Electronic Payment and don't like it? You can cancel your authorization by notifying us any time. But, once you've enjoyed the convenience, time and money savings of electronic payment, we doubt you will want to go back to paying bills the way you did before.</p>
<p>How can you transfer money from my account? Only with your authorization.</p>	<p>Is Electronic Payment risky? Electronic Payment is less risky than check payment: It can not be lost, stolen, or destroyed in the mail. It has an extremely high rate of accuracy.</p>	<p>How do I sign up for Electronic Payment? Complete and sign the Authorization form below and return it to us along with a voided check or savings deposit slip.</p>
<p>When is the Electronic Payment transferred from my account? On its due date. You never have to worry about forgetting a payment or mailing it on time!</p>	<p>What if I change bank accounts? Notify us, and we will give you a new authorization form to complete.</p>	

Client Account #	Client Name: <u>Jeffrey Wyckoff</u>
Date of First Payment: <u>4/3/07</u>	First Payment Amount: <u>323.42</u>
Payment Frequency: <u>Monthly</u>	<u>\$ 323.42</u> on the <u>3rd</u> of each month for the term of <u>24</u> months.



Name on the Account: Jeffrey Wyckoff
 Address: 30 Williams Dr., PO Box 642
 City: Delaware State: Ohio Zip code: 43015-0642

Please transfer payment from my: Checking Account (Attach voided check)
 Savings Account (Attach savings deposit slip)

Bank Name: Delaware County Bank and Trust Co.
 Routing Number: [redacted] Account Number#: [redacted]

I authorize Fresh Start Solutions, LLC and Fresh Start Advisors LLC to process debit entries from my account. This authority will remain in effect until I give 3 business days notification to terminate this authorization or my debt is paid in full. I have attached a voided check or deposit slip.

Authorized signature on my account: Jeffrey Wyckoff Date: 3/16/07

Please attach a voided check or savings deposit slip – thank you.

Global Client Solutions LLC
9820 E 41st Street, Ste 400
Tulsa, Oklahoma 74148

Global Client Solutions Banking Services

Rocky Mountain Bank & Trust

Account #: [REDACTED]

RETURN SERVICE REQUESTED

March 28, 2008

Jeffrey Wyckoff
30 WILLIAMS DRIVE
PO BOX 842
DELAWARE OH 43015-0842

Client of Fresh Start

Internet Password: [REDACTED]
IVR Password: [REDACTED]

Welcome to Global Client Solutions

We would like to welcome you to Global Client Solutions, LLC ("GCS"). We are the processor for all activity related to your account at Rocky Mountain Bank and Trust ("RMBT"). Your account setup and your new account number is displayed above. You will need this number for future access to your account activity and balance information. The final step in activating your account is to complete and sign your account paperwork which can be done online at <https://globalclientsolutions.com/Secure/LoginPage.aspx>. Account access instructions are provided below and the website will walk you through the signature process. As an alternative to signing your paperwork on-line, we have provided an account application with this letter which can be returned to our offices, Global Client Solutions, LLC, 9820 E 41st Street, Suite 400, Tulsa, OK 74148 or faxed to 866-397-1402. Please note that if you mail or fax your application you must include a legible copy of a government issued photo ID. Your ID must have the same address as the one we have on file, otherwise please include a copy of a recent utility bill that displays your name and the address we have on file in addition to your ID.

Your account can be accessed online at www.globalclientsolutions.com or through our Customer Support line at (800)-398-7191. Passwords for both services are included at the top of this letter. Please note that your 4-digit Passcode must be used to access account information via telephone and is also used for verification purposes should you need to contact a customer support representative. Internet access requires that you enter your 16-digit account number as your Username, and the "Internet Password" indicated above as your Password. You can change your password once you have logged into the website, or continue to use the one provided. Please take a moment to log in and review your personal information and forward changes to customersupport@globalclientsolutions.com.

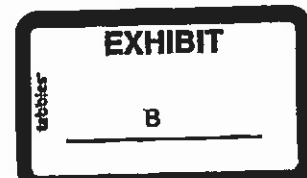
In addition to online and telephone access, we will mail you a paper statement listing all account activity during each calendar month. The statement will be mailed out by the 15th of the month following the month being reported. Please take advantage of these various access methods to monitor your account on a regular basis. We strive for excellence in helping you manage your account, but ultimately this is your account and should be treated like any other asset you own.

Our duties as the processor for your account include the drafting of funds from your primary bank account into your account at RMBT as provided for in your application, as well as making payments to your creditors when we are instructed to do so. Please note, however, that we do not maintain records of your individual debts and therefore any questions regarding negotiations of debts and the status of your debt management program should be directed to Fresh Start. Additionally, any questions regarding changes to your draft or deposit schedule should also be directed to Fresh Start because changes to those schedules could directly impact future creditor payments or negotiations.

Included with this letter is your Account Agreement and Disclosure Statement. Any fees applicable to the maintenance of your account with RMBT are listed and should be reviewed. Instructions for contacting us, as well as instructions on how to deposit additional funds into your account are also included in that document. Please feel free to give us a call or send an email if you have any questions about your account. Our office hours are 9:00 am to 6:00 pm CST, Monday through Friday, excluding bank holidays.

Sincerely,

Global Client Solutions
Customer Support Team





I, Jeffrey Wyckoff Located at P O Box 642
In the city of, Delaware State, OH Zip, 43015-0642

hereby appoint Fresh Start Solutions, Inc (FSS) and its appointees, as my attorney-in-fact to perform acts described in this Power of Attorney. FSS is hereby authorized to act as my financial agent on any and all debts that have been assigned to this agreement. FSS is also authorized to do all things reasonably necessary and appropriate to exercise the authority granted to it under this Power of Attorney. To request and receive any and all documents held by any creditor or credit bureau which any creditor, collection agency, attorney or other third party may be in possession of, and could be viewed by me personally, is hereby authorized.

This Power of Attorney revokes all earlier Power of Attorneys give by, or on behalf of me relating to all communications of creditors' claims and shall be effective and binding on me until revoked by an instrument in writing executed by me.

Executed this 16th Day of March In the year of 2007

Applicant SSN [Redacted]

Co-Applicant SSN _____

Applicant Signature Jeffrey Wyckoff

Co-Applicant Signature _____
COPY

Karen Purkey
Fresh Start Advisors Representative

EXHIBIT
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FreshStartSolutions

Dear Jeffery Wychoff,

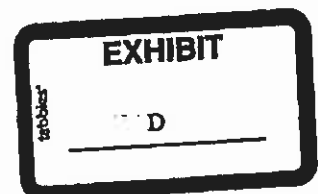
Welcome to Fresh Start Solutions, LLC (FSS). This package was developed to assist you with various issues involved in effectively completing our "Debt Elimination Program." By adhering to the following suggestions and instructions, you will ensure your successful completion of the program and subsequent elimination of all applicable unsecured debt.

We are committed to providing superior service to our clients and only ask that they follow our instructions and exhibit an equal commitment to becoming Debt Free. We want to take this opportunity to say Congratulations on your acceptance into the FSS "Debt Elimination Program." We look forward to helping you bridge the gap between your current financial situation and your financial freedom!

It is imperative you follow the guidelines below in order to ensure the best results with your program:

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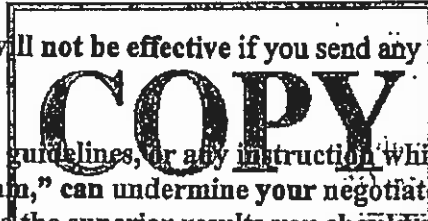
1. **If any creditor contacts you by phone, immediately cut the conversation short by stating the following: "I have mailed you a letter requesting all correspondence from you be through the US Postal Service" and simply hang up. (Be sure you have signed and returned to us the appropriate form enclosed with this packet).**
2. **Creditors routinely place accounts for collection with outside agencies often referred to as "Third Party" collection agencies. Do not panic! Such activity is "Business as Usual." If you begin to receive correspondence from a third party agency seeking to collect the debt, stay calm and be patient. Notify us by phone, mail, or fax of all correspondence you receive from a collection agency or attorney. Remember that it can take anywhere from three to six weeks for all information to be entered and processed in the creditor's databank.**
3. **Maintain contact with FSS. If any questions or concerns arise, please call us for assistance. We are here to help you. We are available to make the process of getting you out of debt be as quick and smooth as possible.**
4. **Mail your payments and correspondences promptly. It is our goal to get you out of debt as soon as possible. It is extremely important that all of your payments arrive on time. This will allow FSS to maintain a properly balanced accounting record for your account.**





FreshStartSolutions

5. **If you receive mail from your creditors please forward it to our office. This will allow FSS to keep a proper catalogue of your records and ensure the highest creditor accountability when we contact your creditors to open negotiations.**
6. **If you should continue receiving correspondence from your creditors after you have followed the above steps, simply fill in FSS's address in the "Change of Address" space on the statement or notice. Then simply mail the return portion after affixing postage and we will then receive future statements or notices from your creditors.**
7. **Do NOT apply for new credit while enrolled in this program. Creditors constantly monitor your credit history while accounts are maintained with them.**
8. **The program will not be effective if you send any payment directly to your creditor.**



Failure to adhere to these guidelines, or any instruction while enrolled in FSS's "Debt Elimination Program," can undermine your negotiator's leverage on settlements and jeopardize the superior results you should expect to receive with Fresh Start Solutions, LLC.

Fresh Start Solutions, LLC.
1645 Palm Beach Lakes Blvd, Ste 480
West Palm Beach, FL 33401
1-866-997-7572
Fax# 1-866-573-4962



FreshStartSolutions

How to Handle Communication with Debt Collectors

- Communication with debt collectors should always be done **in writing**. Debt collectors prefer oral communication because it works to their advantage. Furthermore, anything in writing works to your advantage.
- Written communication works to your advantage because you have a record of everything the collector says to you. Also, the debt collector is less likely to intimidate you and/or use deceptive tactics if they are forced to put their words in writing.
- If a debt collector calls you, simply ask them to send whatever they have to say you, in writing. **Do not engage in conversation with them.** There is no law requiring you to communicate with a debt collector on the telephone.
- Be sure to keep a call log of the following: date and time of the call, your credit card account number, and the name and phone number of the debt collector that calls you. Excessive harassment is a violation of the Fair Debt Collection Practices Act (Commonly referred to as the FDCPA).
- **One of the most important steps in your program is when your individual accounts get turned over from your original creditor to a collections agency.** This usually happens in approximately 150 – 180 days from when you stop paying your creditor. The law requires a collection agency to send an explanation of your rights allowing you to dispute a debt within five (5) days from the first contact by that collector. This letter is called a 30-day letter. **You then have 30 days to DISPUTE THE DEBT and REQUEST VERIFICATION.** To dispute the debt, your dispute **MUST be done in writing** and should state that you request verification of the debt. Once you receive a 30-day letter you must fax the letter immediately to Fresh Start Solutions. Once the debt collector receives your request for verification of the debt, the debt collector cannot collect on the debt any further until they provide verification in writing to you first. **If the collector attempts to contact you before providing verification, they are in violation of the FDCPA.**
- **If you receive mail regarding a debt that requests you to call into their office immediately, do not do it. You should only communicate with a debt collector in writing.**
- You are **NOT** required to give your telephone number to a debt collector. The debt collector will use any means necessary to try and force you to pay the debt.
- Most important **SAVE COPIES OF EVERYTHING!**

B.D.E. wp/hhdc 05-25-06



FreshStartSolutions

IN THE COURT OF COMMON PLEAS DELAWARE COUNTY, OHIO

SUMMONS

Case Number: 09 CV H 06 0811

Plaintiff(s):
JEFFREY WYCKOFF
PO BOX 642
DELAWARE, OH 43015

VS

Defendant(s):
GLOBAL CLIENT SOLUTIONS LLC
9820 EAST 41ST STREET
SUITE 400
TULSA, OK 74146

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against you in this court by the plaintiff(s) named herein.

You are required to serve upon the plaintiff(s) attorney, or upon the plaintiff(s) if he/she/they have/has no attorney of record, a copy of your answer to the complaint within twenty-eight (28) days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three (3) days after service on plaintiff(s) attorney.


The name and address of the plaintiff(s) attorney is as follows:

SETH K KLEINMAN
326 S HIGH STREET SUITE 500
COLUMBUS, OH 43215

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

Date: June 18, 2009
CERTIFIED MAIL: 1698

Jan Antonoplos
Delaware County Clerk of Courts


Deputy Clerk

RECORDED: 06/18/09 14:16:47

AKW

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, OHIO

CLASSIFICATION FORM

CASE NO. 09-CV-H-06-0811(K)

Judge Everett H. Krueger

PLEASE INDICATE CLASSIFICATION INTO WHICH THIS CASE FALLS:

CIVIL

DOMESTIC RELATIONS

- Professional Tort ----- A
- Product Liability----- B
- Other Torts-----C
- Workers Compensation---- D
- Foreclosure-----E
- Administrative Appeal-----F
- Complex Litigation-----G
- Other Civil-----H

- Termination of Marriage, with children-----A
- Termination of Marriage, no children----- B
- Dissolution of Marriage, with children-----C
- Dissolution of Marriage, no children-----D
- Change of Custody-----E
- Visitation Enforcement/Modification-----F
- Support Enforcement/Modification-----G
- Domestic Violence-----H
- U.I.F.S.A.-----I
- All Others-----K

2009 JUN 18 PM 12:03
 DE LAWARE COUNTY OHIO
 COMMON PLEAS COURT
 FILED
 JIM ALTON CLERK

PLEASE PRINT OR TYPE THE INFORMATION REQUESTED BELOW

DATE: 6-17-09

TRIAL ATTORNEY: Seth K. Kleinman

Ohio Supreme Court
Registration No.: 0074855

Address: David A. Goldstein Co., LPA
326 South High Street
Suite 500
Columbus, Ohio 43215

Telephone: 614-222-1889

Fax Number: 614-222-1899

Email Address skleinman@
dgoldsteinkw.com



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