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11
12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14 **OAKLAND DIVISION**

15 FEDERAL TRADE COMMISSION,

16 Plaintiff,

17 vs.

18 AMERICAN FINANCIAL BENEFITS
19 CENTER, a corporation, also d/b/a AFB and AF
20 STUDENT SERVICES;

21 AMERITECH FINANCIAL, a corporation;

22 FINANCIAL EDUCATION BENEFITS
23 CENTER, a corporation; and

24 BRANDON DEMOND FRERE, individually
25 and as an officer of AMERICAN FINANCIAL
26 BENEFITS CENTER, AMERITECH
27 FINANCIAL, and FINANCIAL EDUCATION
28 BENEFITS CENTER,

Defendants.

Case No. 4:18-cv-00806-SBA

**DECLARATION OF SEAN
EMERSON IN SUPPORT OF
FEDERAL TRADE COMMISSION'S
MOTION FOR PRELIMINARY
INJUNCTION**

DECLARATION OF SEAN EMERSON

1
2 1. My name is Sean Emerson. I reside in Warr Acres, Oklahoma. The following
3 statements are within my personal knowledge and if called as a witness I could and would
4 competently testify thereto.

5 2. In 2004, I graduated from the University of Oklahoma with a Bachelor of Arts in
6 Journalism and Mass Communications. In 2016, I earned a Master of Business Administration
7 from the University of Oklahoma Price College of Business. I now run my own business,
8 Emerson Land Acquisition, LLC.

9 3. In December 2013, I received a solicitation by mail from American Financial
10 Benefits Center (“AFBC”), which stated that the company could assist me in lowering my
11 monthly student loan payment. When I received the mailer, I owed approximately \$50,000 in
12 federal student loans.

13 4. When I received the AFBC mailer, my gut told me to be skeptical of the offer. I
14 wish that I had listened to it. But, when you are in need, you are more vulnerable.

15 5. I called the phone number on the AFBC mailer on January 8, 2014 and spoke with
16 an AFBC agent named Patty Fagalde.

17 6. After talking with Ms. Fagalde, I understood that AFBC was offering services to
18 obtain approval on my behalf from my loan servicer, American Education Services (“AES”), for
19 the Department of Education’s Income Based Repayment (“IBR”) program. At the time, I was
20 not aware that new federal law allowed student borrowers to access these programs on their own.

21 7. During the call, I inquired multiple times whether I would be reported past due to
22 the credit bureaus if I stopped making my normal payments to AES until the application was
23 processed. Ms. Fagalde assured me time and time again that I would be placed in forbearance on
24 that same day and would remain in forbearance until the application process was finalized, so I
25 would not need to make any further payments to AES until the IBR program application was
26 processed. She further assured me that no negative reporting would take place to my credit
27 bureaus during that time.



1 8. I recall that Ms. Fagalde also discussed my family size for my IBR application.
2 She gave me what seemed like a pretty liberal interpretation of who was a “family member” for
3 the purpose of the application – she told me that if I had friends living with me, or even just
4 staying with me for a while, that would count as a family member.

5 9. Because Ms. Fagalde told me that AFBC could substantially lower my student
6 loan payments and would place my account into forbearance immediately while they applied for
7 the IBR program on my behalf, I went ahead and signed a contract with AFBC.

8 10. Ms. Fagalde collected my banking information. I understood from our
9 conversation that AFBC would be taking money from my account and then using that money to
10 pay my loan servicer.

11 11. I completed a form giving AFBC power of attorney with regard to my
12 relationship with AES. Ms. Fagalde told me not to call AES. She assured me that AFBC would
13 take care of my loans and would let my loan servicer know that I was working with AFBC.

14 12. AFBC sent me numerous documents via email and instructed me to sign them
15 electronically through a program called DocuSign. Ms. Fagalde had me go through the contract
16 documents while I was on the phone with her. She indicated that completing these forms was
17 urgent – she said it took 30 days to get the loan changes in place, so they needed to get the
18 process started as quickly as possible. A true and correct copy of the material AFBC sent me,
19 with my personal information redacted, is attached as **Emerson Attachment A**.

20 13. I completed and returned the documents that AFBC sent me. I also sent AFBC all
21 other requested documentation.

22 14. Months after I signed up with AFBC, I received a communication from AES
23 alerting me that my loan payments were 60 days past due. AFBC had not put my loan into
24 forbearance, as they had promised. I checked my credit report and, sure enough, AES had
25 reported me as 60 days past due on my student loan payments.

26 15. I contacted AFBC immediately and its agents indicated that they were taking care
27 of the situation. They assured me that once their process was complete, the credit reporting
28 would be removed. The agent eventually transferred me to the president of AFBC. The

A.R.E.

1 president, whose name I believe is Brandon Frere, was very vague in his responses to my
2 questions about why my loan had not been put in forbearance. Only once I suggested that I was
3 considering taking legal action against AFBC did Mr. Frere agree to help me.

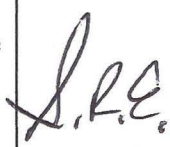
4 16. The AFBC agents conferenced me in on a call with someone who was supposedly
5 a representative of AES. The supposed AES representative assured me that the credit reporting
6 would eventually be removed. In hindsight, I now believe the call was an elaborate fake and that
7 the person posing as an AES customer service representative was actually an AFBC employee. I
8 am not sure whether AFBC otherwise contacted AES on my behalf, though it is possible.

9 17. I was determined to get AES to remove the late payment marks – I must have
10 called AES a hundred times to advocate for myself. I worked with AES directly to apply for the
11 IBR program. Eventually, AES placed me in forbearance retroactively, from November 2013
12 through March 2014. However, AES would not initially undo the late payment reporting to the
13 credit bureaus, as they stated that the credit reporting took place prior to them approving the
14 forbearance and, as such, the reporting was accurate at that time. Prior to these past due reports,
15 I had not been reported past due by AES for well over two or three years. I would have never
16 stopped making payments if I had known in any way that I would jeopardize my credit score.

17 18. AES reported my loan payments as 60, and then eventually 90, days past due to
18 the major credit bureaus. This negatively affected my credit score. This was especially harmful
19 to my credit-worthiness because I had been pre-qualified for a mortgage prior to these negative
20 reports and was planning on starting construction under a builder's credit line shortly thereafter.
21 I was very concerned that these negative marks would prevent me from closing when my home
22 was finished. I believe the late payments to AES affected my credit score for months to come, if
23 not longer. Around June or July 2014, after I called AES countless times, they finally removed
24 the negative marks from my credit score.

25 19. It turns out that AFBC never deducted any money out of my account, but they
26 also apparently had not done any work on my behalf, as they had promised.

27 20. Shortly after AES placed me in forbearance, around March or April 2014, I wrote
28 down my experience with AFBC and my struggle to have the late payment removed from my



1 credit score. A true and correct copy of my written record of my experience is attached as
2 **Emerson Attachment B.**

3 21. I declare under penalty of perjury that the foregoing is true and correct. Executed
4 on August 30th, 2017 in Warr Acres, Oklahoma



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6 Sean Emerson
7 Declarant
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Emerson Attachment A

DocuSign Envelope ID: [REDACTED]



IBR/PAYE/ICR

**Income-Based (IBR) / Pay As You Earn / Income-Contingent (ICR) Repayment Plan Request
William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program**

OMB No. 1845-0102
Form Approved
Exp. Date 11-30-2015

Use this form to (1) request an available repayment plan based on your income, (2) provide the required information for the annual reevaluation of your payment amount under one of these plans, or (3) request that your loan holder recalculate your monthly payment amount.

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

Check this box if any of your information has changed.

SSN [REDACTED] - [REDACTED] - [REDACTED]

Name Sean Emerson

Address [REDACTED]

City, State, Zip Code Oklahoma City, OK [REDACTED] 2

Telephone - Primary [REDACTED]) [REDACTED]

Telephone - Alternate () [REDACTED]

E-mail Address (Optional) [REDACTED]

SECTION 2: REPAYMENT PLAN REQUEST

Before completing this form, carefully read the entire form, particularly Sections 7, 8, and 9. Type or print using dark ink. If you need help completing this form, contact your loan holder(s). Return the completed form and any required documentation to the address shown in Section 10. You may be able to complete your request online by visiting studentloans.gov. Information about repayment plans and calculators are available at studentaid.gov.

Other repayment plans, such as extended or graduated, may be available and may offer a lower monthly payment amount. In addition, payment under the IBR, Pay As You Earn, or ICR plans may result in your paying more interest over time and may result in federal income tax liability on any loan amount that is forgiven under these plans.

- Please select the reason that you are completing this request by checking box a, b, or c, below.
 - I am requesting a repayment plan based on my income – Check the plan(s) you are requesting below and then continue to item 2.

	Direct Loan Program Loans*	FFEL Program Loans*
IBR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pay As You Earn	<input type="checkbox"/>	Not Available
ICR	<input type="checkbox"/>	Not Available
I request that my loan holder determine which of the above plans I am eligible for, and place me on the plan with the lowest monthly payment amount.	<input type="checkbox"/> Only IBR will be considered for FFEL Program loans	

* Not all loan types under the FFEL and Direct Loan Programs are eligible for these plans (see Section 8).

For Direct Loan borrowers, your request will apply to all of your loans that are eligible for the plan you choose. For FFEL borrowers, you can exclude eligible loans if you request IBR prior to July 1, 2013. If you are a FFEL borrower and request IBR on or after July 1, 2013, you must repay all loans eligible for IBR under that plan. For all borrowers, you will need to choose a different repayment plan for loans that are not eligible for a repayment plan based on income or they will be placed on the standard repayment plan.

- I am submitting annual documentation for the recalculation of my monthly payment amount under my current repayment plan – Continue to item 2.
 - I am requesting that my loan holder recalculate my current monthly payment amount because my circumstances have changed – Continue to item 2.
- Check this box if you owe eligible loans to more than one loan holder. You must submit a separate request to each holder of the loans you want to repay under the IBR, Pay As You Earn, or ICR plan.

You must promptly submit to your loan holder(s) this completed form and acceptable documentation of your Adjusted Gross Income (see Section 4), or, if applicable, alternative documentation of your current income (see Section 5).

SECTION 3: SPOUSAL INFORMATION

Complete this section if any of the following apply to you:

- You file a joint federal income tax return with your spouse and your spouse has eligible loans. Enter information about your spouse, below.
- You have a joint Direct or FFEL Consolidation Loan that you obtained with your spouse. Enter information about the co-borrower of the loan.
- You and your spouse have Direct Loans and both of you want to repay those loans under the ICR Plan. Enter information about your spouse, below.

3. Spouse's SSN [REDACTED] - [REDACTED] - [REDACTED]

4. Spouse's Name [REDACTED]

5. Spouse's Date of Birth [REDACTED] - [REDACTED] - [REDACTED]

6. My spouse and I wish to repay our Direct Loans jointly under the ICR Plan.

If you file a joint federal income tax return with your spouse, your loan holder(s) will base your eligibility determination and monthly payment amount on your and your spouse's combined income regardless of whether your spouse has eligible federal student loans. However, if your spouse does not have eligible student loans, you do not need to complete this section.

If you complete this section, your spouse is also required to sign this form. By signing, your spouse is authorizing the loan holder(s) to access information about his or her federal student loans in the National Student Loan Data System (NSLDS). In addition, if the Department is not your loan holder and your FFEL loan holder(s) does not service at least one of your spouse's loans, your loan holder(s) will need detailed information about all of your spouse's loans to accurately evaluate your eligibility and payment amount. Your spouse should log into NSLDS at nsls.ed.gov to give your loan holder(s) access to his or her loan information. To obtain the organization code needed for authorization on NSLDS or for other options to provide the loan details needed on your spouse's loans, contact your loan holder(s).

DocuSign Envelope ID: [REDACTED]

SECTION 4: FAMILY SIZE AND FEDERAL TAX INFORMATION

7. 5 Enter your family size (as defined in Section 8).

Note: If you do not enter your family size, your loan holder(s) will assume a family size of one. For purposes of these repayment plans, your family size may be different from the number of exemptions you claim on your federal tax return. By signing this form, you are certifying that the family size you enter above is correct.

8. Did you file a federal income tax return for either of the two most recently completed tax years?

- Yes – Continue to Item 9.
- No – Skip to Section 5.

9. Is your current income or your spouse's current income (if you completed Section 3 or file a joint federal income tax return) significantly different than the income used to determine the Adjusted Gross Income* (AGI) reported to the IRS on your most recently filed federal income tax return?

- Yes – Continue to Section 5.
- No – Provide your most recently filed federal income tax return or IRS tax return transcript. Skip to Section 6.

*You can find your Adjusted Gross Income on your most recently filed IRS Form 1040, 1040A, or 1040EZ.

SECTION 5: ALTERNATIVE DOCUMENTATION OF INCOME

To be completed if (1) you did not file a federal income tax return for the two most recently completed tax years, (2) your AGI from your most recently filed federal income tax return does not reasonably reflect your current income (due to circumstances such as the loss of or change in employment), or (3) your loan holder(s) informed you that alternative documentation of income is required.

10. Do you have taxable income? Check "No" if (1) you do not have any income, (2) receive only untaxed income (such as Supplemental Security Income, child support, or federal or state public assistance), or (3) are not required to file a federal income tax return based on the amount of your taxable income.

- Yes – Provide documentation of this income, as described below.
- No – By signing this form, you are certifying that you have no taxable income or are not required to file a federal income tax return based on the amount of your taxable income.

11. If you are married and completed Section 3 or file a joint federal income tax return with your spouse, does your spouse have taxable income? Check "No" if (1) your spouse does not have any income, (2) receives only untaxed income (such as Supplemental Security Income, child support, or federal or state public assistance), or (3) is not required to file a federal income tax return based on the amount of his/her taxable income.

- Yes – Provide documentation of your spouse's income, as described below.
- No – By signing this form, your spouse is certifying that he/she has no taxable income or is not required to file a federal tax return based on the amount of his/her taxable income.

You must provide documentation of all taxable income that you currently receive from all sources (for example, income from employment, unemployment income, dividend income, interest income, tips, alimony). If you are married and completed Section 3 or file a joint federal income tax return, you must also provide documentation of your spouse's taxable income. **Do not report untaxed income such as Supplemental Security Income, child support, or federal or state public assistance.**

You must provide **one piece** of supporting documentation for each source of income (your and your spouse's). For example, documentation includes pay stubs, a letter(s) from your employer(s) listing income, interest or bank statements, or dividend statements. If these forms of documentation are unavailable, attach a signed statement from you or your spouse explaining the income source(s) and giving the name and the address of the source(s).

Unless the frequency is clearly indicated on the documentation that you provide, write on your documentation how often you receive the income, for example, "twice per month" or "every other week". The date on any supporting documentation you provide must be no older than 90 days from the date you sign this form. Copies of original documentation are acceptable.

SECTION 6: BORROWER REQUEST, UNDERSTANDINGS, AGREEMENT, AUTHORIZATION, AND CERTIFICATION

- I **request** to use the plan I selected in Section 2 to repay my eligible Direct Loan or FFEL Program loans held by the holder(s) to which I submit this form. If I selected the option to allow my loan holder(s) to choose my plan, I request my loan holder(s) to place me in the plan with the lowest monthly payment amount. If more than one plan provides the same initial payment amount, I understand that my loan holder will choose the plan that is likely to keep my monthly payment amount lower in subsequent years.
- I **understand** that: (1) If I am entering repayment on my loan(s) for the first time and do not provide my loan holder(s) with this completed form and any other documentation required by my loan holder(s), or if I do not qualify for the repayment plan that I requested, I will be placed on the standard repayment plan (see Section 8). (2) If I am currently repaying my loan(s) under a different repayment plan and want to change to the repayment plan I selected in Section 2, my loan holder(s) may grant me a forbearance for up to 60 days to collect and process documentation supporting my request for the selected plan. I am not required to make loan payments during this period of forbearance, but interest will continue to accrue. Unpaid interest that accrues during this maximum 60-day forbearance period will not be capitalized (see Section 8). (3) If I am delinquent in making payments under my current repayment plan at the time I request one of the repayment plans listed in Section 2, my loan holder(s) may grant me a forbearance to cover any payments that are overdue, or that would be due, at the time I enter the repayment plan I requested. Unpaid interest that accrues during this forbearance period may be capitalized. (4) If I am requesting the ICR plan, my initial payment amount will be the amount of interest that accrues each month on my loan(s) until my loan holder receives the income documentation needed to calculate my ICR payment amount. If I cannot afford the initial interest payments, I may request forbearance by contacting my loan holder.
- I **authorize** the entity to which I submit this request (i.e., the school, the lender, the guaranty agency, the U.S. Department of Education, and their respective agents and contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the number that I provide on this form or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.
- I **certify** that all of the information I have provided on this form and in any accompanying documentation is true, complete, and correct to the best of my knowledge and belief.

Borrower's Signature Sean Emerson Date 1/8/2014
DocuSigned by: 2C751DA4076541E...

Spouse's Signature (if required) _____ Date _____

Note: Your spouse's signature is required if you completed Section 3 and/or completed Item 11.

DocuSign Envelope ID: [REDACTED]



GENERAL FORBEARANCE REQUEST

William D. Ford Federal Direct Loan Program

OMB No. 1845-0031
Form Approved
Exp. Date 12/31/2015

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document will be subject to penalties which may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

GFB

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

Check this box if any of your information has changed.

SSN [REDACTED] - [REDACTED] - [REDACTED]

Name Sean Emerson

Address [REDACTED]

City, State, Zip Code Oklahoma City, OK [REDACTED]

Telephone - Primary ([REDACTED]) ([REDACTED])

Telephone - Alternate ([REDACTED]) ([REDACTED])

E-mail Address (Optional) [REDACTED]

SECTION 2: FORBEARANCE REQUEST

Before completing this form, carefully read the entire form, including the instructions and other information in Sections 3, 4, and 5.

I am willing but unable to make my current Direct Loan payments due to a temporary hardship. I am requesting this forbearance because I am experiencing a temporary hardship related to one of the following situations (check one):

Financial difficulties

Change in employment

Medical circumstances

Other (explain): _____

If this forbearance request is approved, I want to (check one):

Temporarily stop making payments; or

Temporarily make smaller payments of \$ _____ per month.

If this forbearance request is approved, I am requesting that the U.S. Department of Education (ED) grant a forbearance on my loan(s) beginning (MM-DD-YYYY)

01 | | 08 | | 14 | | | | and ending (MM-DD-YYYY) 07 | | 08 | | 18 | | | | for a period not to exceed 12 months.

SECTION 3: BORROWER/ENDORSER UNDERSTANDINGS AND CERTIFICATIONS

I understand that the following terms and conditions apply to this forbearance request:

- (1) ED will not grant this forbearance request unless this form is completed and any required supporting documentation is provided.
- (2) ED may grant a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my forbearance request. ED will not capitalize interest that accrues during this forbearance.
- (3) If I am past due on payments not covered by this forbearance, ED may grant an additional forbearance on my loan(s) to resolve all payments due when my request is processed, and all unpaid interest may be capitalized.
- (4) At the end of the forbearance, I may apply to renew the forbearance if I am still experiencing a financial hardship.
- (5) I will continue to receive billing statements for my current payment amount, which I must pay until I am notified by my servicer that my forbearance request has been granted.
- (6) During the forbearance period, I am not required to make payments of loan principal and interest, but interest will be charged on all of my loans.
- (7) If I requested to temporarily stop making payments, I will receive an interest notice, and I may pay the interest at any time. If I do not pay the interest that accrues on my loan(s), it will be capitalized at the end of the forbearance period.
- (8) If I requested to temporarily make smaller payments, I will receive a monthly notice for the requested payment amount until the forbearance ends, and any unpaid interest that has accrued during the period will be capitalized at the end of the forbearance period.

I certify that:

- (1) The information I have provided on this form is true and correct.
- (2) I will provide any additional documentation to ED, as required, to support my continued forbearance status.
- (3) I will notify ED immediately when the condition that qualified me for the forbearance ends.
- (4) I agree to repay my loan(s) according to the terms of my promissory note, regardless of whether the forbearance is granted.

I authorize the entity to which I submit this request (i.e., the school, the lender, the guaranty agency, ED, and their respective agents and contractors) to contact me regarding my request or my loan(s), including repayment of my loan(s), at the number that I provide on this form or any future number that I provide for my cellular telephone or other wireless device using automated dialing equipment or artificial or prerecorded voice or text messages.

BORROWER'S OR ENDORSER'S SIGNATURE: Sean Emerson DATE: 1/8/2014
DocuSigned by: [Signature] 2C751DA4076541E...

DocuSign Envelope ID: [REDACTED]



311 Professional Center Drive #200
Rohnert Park, CA 94928

Main Telephone: (800) 488-1490
Fax: (888) 334-6281, 707-897-3000
Website: www.afbcenter.com
Documents: income.doc@afbcenter.com
E-mail: info@afbcenter.com

Name: Sean Emerson

Client #(STLN): 383825

Address: [REDACTED]

Home Phone: ([REDACTED]) [REDACTED]

City, State, Zip oklahoma city, OK [REDACTED]

Other Phone: ()

Date: 1/8/2014

Thank you for contacting **American Financial Benefits Center**. 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. American Financial Benefits Center ("AFBC") is a privately owned company that helps consumers like you identify programs that may be suitable to your situation, gather their relevant application documents, and then assists by preparing those documents for your review and submission. AFBC also offers some of its own great programs to further assist with your financial situation. To begin, we need the following information from you:

1. Please carefully read the enclosed Agreement, and make sure that all pages are signed and dated where indicated.
2. Please provide your National Student Loan Data System Personal Identification Number ("PIN"), or your most current Student Loan Servicer account statement(s).
3. Please provide a copy of a voided check, along with the attached ACH Authorization Forms, signed by the account holder who is remitting the program payment.
4. After you have faxed your documents, or provided your PIN, please contact AFBC at 1-800-488-1490 ext. '0' and speak to a Client Services Representative to verify all documentation has been received. You may also email your documentation to: income.doc@afbcenter.com
5. Be sure to retain a copy of all documents for your records.

Due to the importance of this material and so we may start working for you as soon as possible, return these documents and provide your PIN to American Financial Benefits Center via fax, email, or mail to **311 Professional Center Drive #200, Rohnert Park, CA 94928**, as soon as possible.

If you have any questions when reviewing the attached documents, please feel free to contact your American Financial Benefits Center Client Services Representative at **1-800-488-1490**.

DocuSigned by:
Client Signature: Sean Emerson
2C751DA4078541E...

Date: 1/8/2014

DocuSign Envelope ID: [REDACTED]

National Student Loan Data System Access

As part of the federal student loan consolidation application process, it will be necessary for American Financial Benefit Center to access your student loan information within the National Student Loan Data System located online at <http://www.nsls.ed.gov>.

The National Student Loan Data System contains a complete list of your federal education loans, along with current estimated balances and servicer details information that is required to complete your consolidation application.

By enrolling in the American Financial Benefits Center consolidation assistance program, **you are agreeing to allow American Financial Benefits Center and its authorized agents to access your profile and all the data contained within that profile.** In order to allow this access, you will need to provide American Financial Benefits Center with your Personal Identification Number (PIN).

Please note that all information that American Financial Benefits Center obtains from the National Student Loan Data System will be used expressly for the purposes of confirming your eligibility for the American Financial Benefits Center consolidation assistance program and assisting you in the consolidation of your federal education loans.

Acknowledgment

I, Sean Emerson, hereby acknowledge that I have read, understood, and agree to the above statements regarding access to my National Student Loan Data System profile. I understand that I will be asked to provide American Financial Benefits Center with my Personal Identification Number (PIN) and that American Financial Benefits Center and its authorized agents will use this PIN in order to access information regarding my federal education loans that is contained within the National Student Loan Data System. I understand that this information will be used solely for the purposes of verifying my eligibility for the American Financial Benefits Center consolidation assistance program and completing my application for a Federal Department of Education consolidation loan.

By signing this acknowledgment, I agree to allow American Financial Benefits Center to use my National Student Loan Data System PIN to access my personal profile as explained above.

Client Signature:  Sean Emerson Date: 1/8/2014
DocuSigned by: Sean Emerson
2C751DA4076541E...

DocuSign Envelope ID: [REDACTED]

American Financial Benefits Center Document Preparation and Service Agreement

Section 1: Client Information		Client ID: 383825	Agreement Date: 1/8/2014
Client First Name: Sean	Client Last Name: Emerson		
Client Middle Initial:	Former Last Name		
Street Address: [REDACTED]	City, State, Zip: Oklahoma City, OK [REDACTED]		
Client Email: [REDACTED]	Client Phone: [REDACTED]		
Section 2: Client's Estimated Summary of Current Federal Student Loans			
The basis of this summary is derived from the input of the client.			
Estimated Total Federal Loan Balance: \$ [REDACTED]	Loan Status (current, delinquent, default, consolidated): Delinquent 30 days		
Approximate Current Monthly Payment: \$280	Federal Loan Types (Single, Multi): Single		
Estimated New Loan Payment: \$ 10	New Loan Payment Validation Term: Annually		
Estimated Payment Adjusted After (Months): 07/07/14	Current Loan Servicer(s): AES		
Section 3: Required Consolidation Application Information			
Client SSN: [REDACTED] - [REDACTED] - [REDACTED]	Client DOB (MM-DD-YYYY): [REDACTED] - [REDACTED] - [REDACTED]		
DL / ID Number & State: [REDACTED]	DOE PIN Code:		
Employer Name: [REDACTED]	Occupation: Self Employed		
Employer Street Address [REDACTED]	Employer City, State, Zip: Oklahoma City, OK [REDACTED]		
Employer Phone: [REDACTED]	Family Size: 5		
Client Marital Status: Single	Client Stated Tax Filing Status: Single		
Current Annual Income: \$ [REDACTED]	Form of Documented Income Submitted: Tax Return		
Spouse First Name:	Spouse Last Name:		
Spouse SSN:	Spouse DOB:		
Spouse Employer Name:	Spouse Work Phone:		
Spouse Annual Income: \$	PSLF Candidate (Yes/No): NO		
References: 2 Persons with different addresses, PO Boxes are NOT acceptable, not residing in the same home (for example, a spouse) or anyone living outside the U S			
Reference 1 Full Name: [REDACTED]	Permanent Address: [REDACTED]		
Reference 1 Phone: [REDACTED]	Relationship to Client: Cousin		
Reference 2 Full Name: [REDACTED]	Permanent Address: [REDACTED]		
Reference 2 Phone: [REDACTED]	Relationship to Client: Mother		
Section 4: AFBC Document Preparation and Service Agreement Program Payment			
American Financial Benefits Center Payment/Fees are separate of loan costs and/or payments made by Client			
AFBC Program Payment/Fee Amount: \$ 600	AFBC Program Payment Amount: \$ 100		
First Program Payment Date: 07/16/14	Payment Term (months): 6		
Section 5: Client Payment Information			
Bank Name: [REDACTED]	Account Number: [REDACTED]		
Account Type (Checking / Savings): Checking	Routing Number: [REDACTED]		
Notes: 6-Min, C. Payment			

This Service Agreement is made and entered into, the date of signing, by and between American Financial Benefits Center ("AFBC"), and Client, as stated in Section 1, hereinafter referred to as ("Client") residing at address as stated in Section 1. Subject to, and conditioned upon, the following for Client Student Loan Document Preparation and Service Agreement.

Client Signature: DocuSigned by: Sean Emerson Date: 1/8/2014
2C751DA4078641E...

DocuSign Envelope ID: [REDACTED]

American Financial Benefits Center

Privacy Policy

American Financial Benefits Center (hereinafter "Company") 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:

DocuSign Envelope ID: [REDACTED]

**American Financial Benefits Center
311 Professional Center Drive Suite #200
Rohnert Park, CA 94928**

Email: info@afbcenter.com

Phone: 1-800-488-1490

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 American Financial Benefits Center at 311 Professional Center Drive Suite #200, Rohnert Park, CA 94928

Client Signature:  _____ Date: 1/8/2014 _____

DocuSign Envelope ID: [REDACTED]

"Notice of Cancellation"

Date: _____

"You may cancel this transaction, without any penalty or obligation, within ten (10) business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract."

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to American Financial Benefits Center, at 311 Professional Center Drive Suite 200, Rohnert Park, CA, 94928 not later than ten (10) business days from the above date .

I hereby cancel this transaction.

(Client's signature)

(Date)

DocuSign Envelope ID: [REDACTED]

Limited Power of Attorney

To: Any and all of my Student Loan Creditors:

I, hereby duly authorize, empower and appoint the American Financial Benefits Center of 311 Professional Center Drive Suite #200, Rohnert Park, CA, 94928, its agents and representatives (AFBC) permission to perform any acts necessary or convenient, including but not limited to, the following on my behalf:

1. Prepare, sign, and file any documents pertaining to my Student Loans with any governmental body or agency, represent me in all Student Loan matters including negotiating, compromise, or settling any matters with such government agencies, and communicate as fully I could do if personally present and acting with any and/or all of my Federal Student Loan providers.

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 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 AFBC is true and accurate.

3. I hereby authorize third party communication from banks, creditors, financial institutions, licensed collection agencies, and all other related entities and individuals relating to my Federal Student Loans to communicate directly with AFBC concerning my account or the collection activities associated with it, in accordance with Section 805(b) of the Fair Debt Collection Practices Act. I further request that all of my lenders direct all further telephone calls to: **1-800-488-1490** and correspondence to: **American Financial Benefits Center, 311 Professional Center Drive Suite #200, Rohnert Park, CA 94928 –Customer Service** . Any and all communications directed to me will be referred to AFBC, and only AFBC will be authorized to deal with your company and or its representatives.

I understand that AFBC 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 AFBC relating to my personal financial situation. I expressly agree to waive, forgo, indemnify and defend any claim against the AFBC relating to the practice of law. I understand that any creditor or collection activity, demands, or lawsuits are unrelated to my enrollment in the AFBC program.

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): 1/8/2014

DocuSigned by:
Applicant Signature: Sean Emerson **Applicant SSN:** [REDACTED]
2C751DA4076541E...

Applicant Name: Sean Emerson **Applicant DOB:** [REDACTED]

DocuSign Envelope ID: [REDACTED]

Financial Education Platinum Member Benefits Program Enrollment & AFBC Financial Success Kit

Congratulations! We are excited that you have taken the first step in improving your finances through our Financial Analysis & Evaluation, AFBC Financial Success Kit, and your enrollment in our Financial Education Platinum Member Benefits Program (“PMBP”) because getting the right tools and education will save you time and money. We believe purchasing this Platinum Member Benefits Program and Financial Success Kit is the first step in making a change in your financial life. These Financial tools were built on time-tested strategies, methods, and exercises that we’ve coupled with our Platinum Member Benefits Program, to help you start saving money today and to give you the greatest opportunity for improving your financial position forever.

Authorization & Refund Policy: I hereby authorize American Financial Benefits Center to debit the credit card(s), or bank account(s) listed below for the amounts stated on the draft dates herein. This authority shall remain in effect until American Financial Benefits Center has received the full purchase amount. If a payment is declined by your credit card company or bank, American Financial Benefits Center may attempt to again process this payment at a later date, typically within 72 hours. No products will be shipped until full payment is confirmed. I, the Buyer, fully understand I am purchasing an American Financial Benefits Center Financial Success Kit and enrolling into the Financial Education Platinum Member Benefits Program through American Financial Benefits Center. All transactions will appear on your credit card, or bank statement(s) as “afbenefitscenter” American Financial Benefits Center offers a 100% Satisfaction Guarantee or your money back for those customers who request in writing within 30 days from the date of purchase. Thereafter customers may also request a refund up to 90 days from the date of purchase however American Financial Benefits Center reserves the right to determine a reasonable refund amount. If you have any questions about your payment, please contact us directly at 1-800-488-1490, or 311 Professional Center Drive 200, Rohnert Park, CA 94928.

Your Platinum Member Benefits Program & American Financial Benefits Center Financial Success Kit Will Include:

- **Online Local Savings** - save money at your favorite local merchants.
- **Everyday Grocery Savings** - \$500 worth of grocery coupons annually!
- **Savers Club** - over 4400 participating lodging properties with up to 50% off room rates, plus receive discounted theme park admission, movie tickets, car rentals, and much more.
- **i-Money Quest** - your personal on-line, interactive financial literacy course.
- **Log Benefits** - get organized and protected by using a family budget worksheet, asset inventory organizer, medical insurance information log, and auto emergency log.
- **Rx Advantage™ Prescription Drug Program*** - receive discounted pricing on generic and brand name prescription medications at participating pharmacies nationwide.
- **Coast to Coast Vision Plan*** - save 30% or more on eyeglasses, contacts, non-prescription sunglasses, PRK and LASIK surgeries at over 12,000 optical service providers nationwide.
- **Key Ring & Luggage Protection** - register and receive personally labeled tags printed with a unique code and shipping address for items to be sent to us free of charge. Once received at our center items will be sent to your registered address, keeping your personal information confidential and your property safe.
- **Auto Buying Service and Maintenance Discounts** - a service designed to help you buy, sell, or trade your new or used vehicle at the right price, thus saving you money. Also, receive special discounts on car repair and maintenance at more than 10,000 service center locations.
- **How To Be The Family CFO** - written by Kim Snider, with answer to this life-changing question.
- **Hard Bound 125 Page Informational Workbook** - to help you regain your financial stability!
- **eGuide access titled “Rebuilding Your Credit”** - here you’ll learn the basics on improving your credit.
- **Life changing CD complete with printable forms** - to improve your personal and financial life forever.

Buyer’s Full Name : Sean Emerson

Spouse’s Full Name (if applicable) : _____

Buyer’s Best Contact Phone Number : [REDACTED]

Financial Education Platinum Member Benefits Program Enrollment & American Financial Benefits Center Financial Success Kit Charge: \$ 600

DocuSigned by: Sean Emerson <small>2C751DA4076541E...</small>	1/8/2014		
	Buyer	Date	Signature of Spouse
			Date

DocuSign Envelope ID: [REDACTED]

Financial Education Platinum Member Benefits Program Enrollment & AFBC Financial Success Kit

Authorized Company to Debit Account: Company Name: American Financial Benefits Center

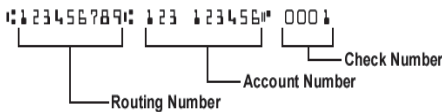
Account Holder's Information: Account Holder's Name: Sean Emerson

Billing Street Address: [REDACTED]

City, State, Zip: oklahoma city, OK [REDACTED]

Account Holder's Bank Information:

Bank Name: [REDACTED]



Routing Number (9 Digits): [REDACTED]

Account Number: [REDACTED]

Checking or Savings: Checking Savings

Payment Information

Total Amount: \$ 600

	Setup Charge	Draft #1	Draft #2	Draft #3	Draft #4	Draft #5	Draft #6
Draft Date		02/16/14	03/16/14	04/16/14	05/16/15	06/16/14	07/16/14
Draft Amount \$	95.00	100	100	100	100	100	100

Authorization:

I hereby authorize American Financial Benefits Center to Debit the Bank Account referenced herein, via an Automated Clearing House system, according to the parameters specified herein for my Financial Education Platinum Member Benefits Program & American Financial Benefits Center Financial Success Kit. This authority will remain in effect until the payment is completed as specified herein. If a payment is returned for any reason I acknowledge that I am subject to a rejected item fee of \$20 or the maximum amount allowed by law in addition to any charges made by my bank.

DocuSigned by:

 2C751DA4076541E...
Account Holder's Authorized Signature

1/8/2014
Date

Please retain a copy of this document as your receipt of purchase

DocuSign Envelope ID: [REDACTED]

**American Financial Benefits Center Document Preparation and Service Agreement Program Enrollment
Electronic Funds Transfer (EFT) Authorization**

Authorized Company to Debit Account: Company Name: American Financial Benefits Center

Account Holder's Information: Account Holder's Name: Sean Emerson

Billing Street Address: [REDACTED]

City, State, Zip: oklahoma city, OK [REDACTED]

Account Holder's Bank Information:

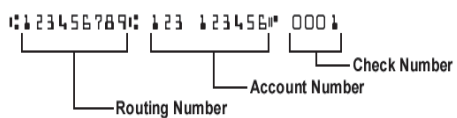
Bank Name: [REDACTED]

Routing Number (9 Digits): [REDACTED]

Account Number: [REDACTED]

Checking or Savings: Checking Savings

Total Amount: \$ 600



Payment Information

	<i>Draft #1</i>	<i>Draft #2</i>	<i>Draft #3</i>
<i>Draft Date</i>	07/16/14	08/16/14	09/16/14
<i>Draft Amount</i>	100	100	100
	<i>Draft #4</i>	<i>Draft #5</i>	<i>Draft #6</i>
<i>Draft Date</i>	10/16/14	11/16/14	12/16/14
<i>Draft Amount</i>	100	100	100

Authorization:

I hereby authorize American Financial Benefits Center (“AFBC”) to debit the Bank Account referenced herein, via an Automated Clearing House (ACH) system, according to the parameters specified herein for my American Financial Benefits Center Student Loan Document Preparation and Service Agreement. If you have questions about your payment, please contact AFBC at 1-800-488-1490, or 311 Professional Center Drive 200, Rohnert Park, CA 94928. This authority will remain in effect until the payment is completed as specified herein. If a payment is returned for any reason I acknowledge that I am subject to a rejected item fee of \$20 or the maximum amount allowed by law in addition to any charges made by my bank.

DocuSigned by:
Sean Emerson
2C751DA4076541E...
Account Holder's Authorized Signature

1/8/2014
Date

Please retain a copy of this document as your receipt of purchase

DocuSign Envelope ID: [REDACTED]

Financial Education Platinum Member Benefits Program Recurring ACH Authorization Form


By my signature below, I authorize and permit American Financial Benefits Center to initiate electronic funds transfer via Automated Clearing House system (ACH) from my account listed below, for the Financial Education Platinum Member Benefits Program payment amount listed below.

Account Holder's Full Name:	Sean Emerson
Mailing Address:	[REDACTED]
Mailing City, State, Zip	oklahoma city, OK 73112
Monthly Payment Due Amount:	\$49.70
Name of Bank:	[REDACTED]
Bank Routing Number (9 digits):	[REDACTED]
Bank Account Number:	[REDACTED]
First Monthly Draft Date:	07/16/14
Monthly Draft Day:	16th

Terms of Agreement:

American Financial Benefits Center, located at 311 Professional Center Drive 200, Rohnert Park, CA 94928, is authorized to deduct a scheduled payment from Client's checking or savings account from the bank listed above, if necessary American Financial Benefits Center may make adjustments if errors have occurred during transaction. In the event that Client's draft is returned unpaid for any reason, Client agrees to pay all past due balances immediately, in addition to a \$5.00 administrative fee, and the current months payment amount. The date of the draft is listed above, however if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until American Financial Benefits Center is notified by Client in writing by either email to; pmbp@afbcenter.com or by fax to 707-897-3000 at least 10 business days prior to the next scheduled draft date See the attached notice of cancellation form for an explanation of this right. For questions regarding your payment, you may also contact us directly at 1-800-488-1490. No other forms of cancellation by Client will be honored. This agreement may become void at the option of American Financial Benefits Center at any-time. The reversal of funds from a Client's account that was drafted in error cannot be made until seven business days from the draft date. The Client agrees to waive all rights of reversal or refusal of any payment on any draft that American Financial Benefits Center may make against the Client's bank account during the time Client is actively enrolled. The Client agrees with all of the provisions and conditions outlined herein. The Client further agrees to hold American Financial Benefits Center, its directors, employees, officers, and its agents harmless from any damages that may occur or arise from and within the entirety of this agreement. American Financial Benefits Center will not be responsible for any fees your financial institution may assess should a draft be returned for insufficient funds.

By my signature below I acknowledge that I have read, understand and agree to the terms of this document titled "Financial Education Platinum Member Benefits Program Recurring ACH Authorization Form."

DocuSigned by:

 Account Holder's Authorized Signature

1/8/2014

Date

Please retain a copy of this document as your receipt

DocuSign Envelope ID: [REDACTED]

Date: 1/8/2014

Name & Address:

Sean Emerson

[REDACTED]
[REDACTED]

To whom this may concern,

**To the best of my knowledge, my current annual income for this year
will be \$ [REDACTED]**

Thank you,

Signed: DocuSigned by:
Sean Emerson _____
2C751DA4076541E...

Print: Sean Emerson _____

SSN: [REDACTED] _____

DocuSign Envelope ID: [REDACTED]

American Financial Benefits Center Document Preparation and Service Agreement

This Service Agreement is entered into on the date shown below between the American Financial Benefits Center, Inc. (AFBC) and the Client shown below (Client).

AFBC provides processing and support services to assist consumers who are applying for Federal Student Loan Consolidation Services, and/or other repayment plan programs available through the Department of Education (DOE). AFBC is a private company, not affiliated with any government agency, and for a fee AFBC will assist in assembly and submission of student loan consolidation, and/or other repayment plan program documents. AFBC is not a lender or a debt consolidation company.

Client requests AFBC to perform, in good faith, the following services, ("the Services"): (a) Performing a review of the Client's current Federal Student Loan debt situation, (b) Identify potential Student Loan Consolidation, and/or other repayment plan options that may be available to Client from the DOE, (c) Discuss potential options with the Client, and (d) After Client selects an option, prepare and process, on the Client's behalf, a Federal Student Loan Consolidation Application, and/or other repayment plan program application with the DOE.

Now therefore in consideration of the foregoing and every term, covenant and condition hereafter set forth, AFBC and Client do hereby understand, covenant and agree to the following:

1. Provide Complete and Truthful Information. AFBC will provide Client with an overview session limited to their Federal Student Loan debts to assist the Client in locating options that may be available to them. Client expressly represents and warrants that he/she/they will at all times provide AFBC with information that is complete, accurate and true to the best of their knowledge and belief.

2. Performance of Services. Upon receipt of all information from Client, AFBC shall promptly analyze Client's Federal Student Loan debt situation, 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. Upon completion of AFBC's review and due diligence, AFBC shall prepare for filing with Client's lender an application to initiate a Federal Student Loan Consolidation, and/or other repayment plan available to Client through the DOE on behalf of Client.

3. Fees for Services. The cost of the program for a client enrolling is \$ 600, and is split into a monthly payment option as indicated in the attached form. The fee shall be debited from Client's bank account specified on the attached Electronic Funds (EFT) Authorization. AFBC will use a third party payment processor to debit Client for fee and Client shall pay all processing fees associated with such. AFBC's services shall be complete upon AFBC completing its review and providing an application packet to the Client.

4. Documents Service Agreement and Monthly Cost Authorization. AFBC will use a third party payment processor to debit Client for fees/payments and Client shall pay all processing fees associated with such. Client hereby authorizes AFBC to deduct all payments due per this contract from the financial institution listed in the Electronic Funds (EFT) Authorization or such other financial institution that may be used by Client from time to time. Further, Client authorizes their financial institution to accept and to charge any debit entries initiated by American Financial Benefits Center to Client's account. This authorization for automatic withdrawal of fees/payments is to remain in full force and effect until AFBC has received written notice from Client of its termination in such time and such manner as to afford AFBC a reasonable opportunity to act. A fee/payment (whether paid by debit or other means) that is not honored by Client's financial institution for any reason may be subject to a \$20.00 service fee imposed by AFBC (unless otherwise limited or prohibited by state law), the amount of which may be debited from Client's account.

5. Limited Money Back Guarantee. AFBC guarantees that Client will receive a Federal Student Loan Consolidation, or other repayment plan program available to client through the Department of Education subject to the following conditions: (1) student loans that Client presents to AFBC are original debts, and have not been previously consolidated or had their terms or amounts previously adjusted; (2) Client full cooperates, is honest and timely in providing all information requested by AFBC and DOE; and/or (3) Client does not possess a characteristic that pursuant to DOE rules would disqualify Client from receiving a consolidation. If a Client is not approved for a Federal Student Loan Consolidation, or any other repayment plan program available to client through the DOE, after reasonable efforts by the parties, then AFBC will reimburse the Consolidation Fee Payment (payment made to

DocuSign Envelope ID: [REDACTED]

AFBC in Section 3, above). All refund requests must be made, in writing, to AFBC within 30 days of any denial by the DOE.

6. Process. Once paperwork has been received, processing will begin. AFBC will always act promptly on Client's documents and program. Be advised that Federal Student Loan Consolidations, and other repayment plans completed by AFBC rely on the relevant lenders for prompt service and AFBC cannot be held liable for delayed completion. Average completion of a Federal Student Loan Consolidation through the DOE is usually ninety (90) days, but may take longer. AFBC solely prepares and provides documents for submission, and does not control the DOE application review process.

7. Indemnification and Hold Harmless. Client hereby agrees to defend and hold harmless AFBC 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 AFBC, 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. AFBC 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 AFBC, 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 AFBC or Client's failure to follow any recommendation of AFBC, 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.

8. **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, consonability or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Sonoma 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. **OPT-OUT PROCESS:** You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within thirty (30) calendar days of the date of this Agreement at the following address: AFBC, Attn: Customer Service, 311 Professional Center Drive #200 Rohnert Park, CA 94928. Your written notice must include your name, address, the date of this Agreement, and a signed statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Agreement.

9. 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 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.

10. Cancellation Policy – I, the Client, may cancel this contract at any time prior to being approved for a Federal Student Loan Consolidation, or any other Department of Education repayment plan option achieved on Client's behalf, and receive a full refund.

DocuSign Envelope ID: [REDACTED]

11. Limitations on Damages: AFBC's liability under this agreement and/or relating directly or indirectly to Client's participation in the Student Loan Consolidation Program, under any theory of liability regarding any claim by the Client is limited to the amount of fees paid by Client to AFBC. 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. This section shall survive termination.

12. Information Authorization: I hereby authorize AFBC to verify my past present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to process my Federal Student Loan Consolidation, and/or other repayment plan program available to client. The information AFBC obtains is only to be used in the processing of my application for a Federal Student Loan Consolidation or any other repayment plan program through the DOE, and AFBC does not provide any form of credit repair, credit score enhancement, or debt relief.

13. Legal Authorization Form: This form will serve to acknowledge that the below Student Loan borrower has authorized our company, American Financial Benefits Center (AFBC) to act on their behalf to apply for consolidation of their Federal Student Loans, and/or other repayment plan programs available to client. Client has been advised that once approved for the Federal Student Loan Consolidation, and/or other repayment plan program, the Client will receive a sixty (60) day furlough before payments will start. If you have any questions regarding this Federal Student Loan Consolidation Program, please contact AFBC at 1-800-488-1490.

BY SIGNING BELOW(ELECTRONICALLY OR PHYSICALLY), I HEREBY ACKNOWLEDGE THAT I HAVE NOT BEEN ADVISED BY AMERICAN FINANCIAL BENEFITS CENTER, ANY OF ITS AGENTS, AND/OR AFFILIATES TO FOREGO A STUDENT LOAN PAYMENT IN EXCHANGE FOR THE GOOD FAITH PAYMENT AND FEDERAL STUDENT LOAN CONSOLIDATION PROGRAM. DURING THIS PROCESS, CLIENT IS RESPONSIBLE FOR MAKING HIS OR HER PAYMENTS, AND FAILURE TO DO SO COULD DISQUALIFY THE CLIENT FROM OBTAINING THE SERVICE THAT WAS AGREED UPON. I FURTHER ACKNOWLEDGE THAT NO GUARANTEES CONCERNING THE SUCCESS OF THE LOAN CONSOLIDATION HAVE BEEN PROVIDED TO ME/US BY AMERICAN FINANCIAL BENEFITS CENTER, AND/OR ANY OF ITS AGENTS, AND/OR AFFILIATES AND A POSITIVE OUTCOME IS NOT GUARANTEED. I, THE CONSUMER, HAVE BEEN EXPLAINED THE PROGRAM IN FULL AND TO MY SATISFACTION.

Executed On this (Date): 1/8/2014

Signature DocuSigned by:
Sean Emerson
2C751DA4076541E...

SSN: [REDACTED] - [REDACTED] - [REDACTED]

Name Sean Emerson

DOB: [REDACTED] / [REDACTED] / [REDACTED]

DocuSign Envelope ID: [REDACTED]
SC-TPRM-PS

PHEAA
Creating Access to Education
Pennsylvania Higher Education Assistance Agency

**AUTHORIZATION FOR RELEASE OF INFORMATION PERTAINING
TO PHEAA - ADMINISTERED EDUCATION LOAN(S)**

Instructions: Complete this form and return it to the Pennsylvania Higher Education Assistance Agency (PHEAA) to allow access to all data contained in your PHEAA-administered education loan record by the person/party stated herein for the purpose of assisting you in resolving PHEAA-related issues.

BORROWER	
Print Name of Borrower	Sean Emerson
Account Number of Borrower	SSN#: [REDACTED]

**THIRD PARTY AUTHORIZATION FOR RELEASE OF INFORMATION
PERTAINING TO PHEAA - ADMINISTERED EDUCATION LOANS**

I hereby authorize the Pennsylvania Higher Education Assistance Agency, also conducting operations as American Education Services ("PHEAA") to release information about my account, including personally identifying information and my relationship with PHEAA to the individual(s) below. I understand and agree that by authorizing PHEAA to release any and all information to the individual(s) named and listed below, I assume full responsibility for the named individual(s) having access to any information maintained by PHEAA relating to me. **It is my responsibility and not that of PHEAA to revoke my authorization(s) if at any time I no longer wish to authorize PHEAA to release information about me to the individual(s) designated below. I acknowledge that this authorization allows the named individual(s) to obtain any/all data/information contained in my PHEAA-administered student aid record.** I hereby expressly agree that PHEAA shall not be responsible for any damages in any form so arising that I may incur related to my authorization(s) of PHEAA to release information to the individual(s) listed below. Completion of this form also provides permission to accept information concerning changes to my address and/or telephone number from the individual(s) identified below. This authorization does not apply to the release of information about me through PHEAA's website(s) and online functionality. **This authorization does not release the borrower from his/her obligation to make payments under their loan(s).**

Name:	American F. Benefits Ctr (Please Print)	Relationship:	Non-Relative
Date of Birth:	MM/DD/YYYY	Phone:	(800) 488-1490
Address:	311 Professional Center Drive Rohnert Park, CA 94928		
Name:		Relationship:	
Date of Birth:	MM/DD/YYYY	Phone:	
Address:			

BORROWER SIGNATURE			
DocuSigned by:	[Signature]	Date:	1/8/2014
Signature of Borrower:	Sean Emerson	Date:	
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Return this completed form to: AES/PHEAA Loan Servicing
P.O. Box 2461
Harrisburg, PA 17105-2461

or send facsimile to (717) 720-3916

Emerson Attachment B

To whom it may concern,

My student loans have been consolidated with American Education Services since 2005. In December of 2013 I received solicitation by mail from a third party company, American Financial Benefits Center , offering me the services to obtain an approval from my lender, AES, for the Department of Education's Income Based Repayment program, or, IBR Program. Because AFBC suggested that they could lower my student loan payments, substantially, for the period of 12 months, and, place my account into forbearance, immediately--from that day, January 8th, 2014 forward--I went ahead and signed a contract with them—and contracted with them to process an IBR application on my behalf.

At that time, I inquired of their sales representative multiple times prior to signing a contract with them, as to whether, if I stopped making my normal payments to AES until the application was processed, I would be reported past due to the credit bureaus. She assured me time and time again that I would be placed in forbearance, from that day forward until the application process was finalized, and that I would *not* need to make any further payments to AES until the application was processed. And, further, that no negative reporting would take place to my credit bureaus during that time.

Those statements made by AFBC's sales representative turned out to be patently false. And, although AFBC was, ultimately, able to get my application for Income Based Repayment, approved, I was reported as (60) and (90) days past due during this process to the major credit bureaus. This is especially injurious to my credit-worthiness due the fact that I was pre-qualified for mortgage, prior to these negative reports and will be starting construction under the builders credit line in next month or so. I'm very concerned that these negative marks may prevent me from closing when my home is finished.

I have disputed these negative reports to AES several times and have documented that I was grossly misled by a third party company, who operates on the fringes of the law, but can appear to have an official standing within the student loan, lender/loan servicing community. So far, none of these disputes have been successful.

Because, I was, basically misinformed and misled into believing that my account was in forbearance--by a possibly fraudulent third party--I have begged and pleaded with AES to remove the past due marks in lieu of the circumstances. AES did, in fact, retroactively place me in forbearance, from 11/20/13 through 03/31/14 once the IBR application was approved. I pointed this out to AES and they said that the credit reporting took place prior to them approving the forbearance and, that as such, the reporting was accurate at that time. Prior to these past due reports, I had not been reported past due by AES for well over two or three years. I would have never ignored making payments if I had known in any way that I would jeopardize my credit score.

Last, I made several inquiries to AES during the time my IBR application was being processed, with regard to my past due reports--which I had been made aware of-- and they insured me, that once the IBR application was approved, all the past due reporting would be removed. So far, AES has still been reluctant to remove the marks on my credit. I know that my situation cannot be an isolated incident as

many other customers must have been the victim of the same type of unscrupulous players now infiltrating this market place.

If there is anything you office can do to set this right, I would greatly appreciative.

Regards,

Sean Emerson