

REBUTTAL SHEET

I never used card. Its not me. What are you talking about??

*Who would have used card? Could it have been ex boyfriend, spouse, friend or family member that may have had access? The card was issued on this date and the account was in great standing for a period of _____. Typically if someone is going to defraud you, they are not going to be gracious enough to make payments on the account. Who was making the payments** (asking a series of questions politely will normally reveal the truth)

I am not going to pay or cannot afford to pay (dtr has job or mortgage)

* I am trying to help you out. I definitely don't want to be the bad guy but our client sent over your employment information and I would like to handle this with you on a voluntary basis before we have to get your employer involved. Blah blah if getting nowhere.....

*State the poe address we have and let them know that once we place it with our attorney they will file a complaint in your county. A sheriff will deliver a summons to either your place of employment or your home. It depends on what we instruct the peace officer.

Still getting a stall?

*Sir or Mam you may want to reconsider if you still have your contract on file. We will use that signature as evidence against and use your paycheck as an asset. It will be an open and shut case since you agreed to the terms and conditions which allow us to pass on the attorney fees and court costs

. IF DTR STALLS AND WANTS US TO SEND ITEMIZATION or SHOW PROOF

We can request and provide itemization as you have certain rights as a consumer, However, it is necessary that you understand this: The time, resources, man hours and money it takes to obtain the proof that you are requesting is the same amount of man hours and resources, etc it takes us to go ahead and litigate this account. Typically when someone requests proof and its clear to us that this is their bill, you MAY possibly

EXHIBIT A

receive your requested credit card itemization stapled to a summons to appear in court. It would only make sense for us to do it that way. This is why we are a go between w/the original creditor and the courts. We are only asking you pay about half of what you legally owe.

LUEBKE BAKER & ASSOCIATES, INC.

P O BOX 9398
PEORIA, IL 61612
800-373-7304
CHARGEOFF@LBA93.COM ***WWW.LBA93.COM

November 3, 2008

«MF043»
«MF045»
«MF046»
«MF047»

Tracking #: «MF042»
Account #: «MF090»
Balance: «MF102»
Interest: «MF107»
Other: «MF113»
Total Due: «MF116»

This letter serves as notice to advise you that your account has been sent to this department for legal review.

On any file where payment has not been paid in full within 90 days of the account being received by Luebke Baker & Associates Debt Recovery Division, will cause us to review your account to see if it meets established guidelines set by this department to file suit.

If it is determined by this department, that your account does in fact meet our basic requirements to file suit, then I will approve it for suit with no further notice to you.

I am willing to give you one last opportunity to avoid the possibility that your account may be authorized for suit, by paying off your balance in full upon receipt of this letter, or by contacting me to see if I may be able to arrange a suitable payment plan for you with the Debt Recovery Manager, thus holding your file in suspense in this department, to allow you to reach a satisfactory resolution without the necessity of a lawsuit being authorized by me from this department against you.

Again, this is to advise you that at this point no suit has been filed; however, your account is being reviewed for suit authorization by this department.

Very truly yours,

Donald Cummings
Legal Administrator

Make your payment right over the phone now. Use your checking / savings account or credit card by calling toll free 1-888-440-2913 or use Western Union Quick Collect "LuebkeIL".
This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Please enclose this portion with your payment

Customer: «MF043»
Account #: «MF090»
Case #: «MF042»
Please pay this amount: «MF116»

EXHIBIT B

**Summary of
Cross-Media/FTC Settlement Agreement**

This Summary is being provided to you pursuant to a voluntary settlement agreement entered into by Cross Media Marketing (XMM) and Media Outsourcing (MOS) with the Federal Trade Commission (FTC) and the U.S. Department of Justice (DOJ) to settle a civil dispute regarding certain telemarketing practices.

As part of the settlement agreement (the Order), XMM and MOS agreed to provide a copy of this Summary to all personnel involved in sales and sales verification as well as to all personnel involved in responding to consumer complaints or inquiries, including collection activities. The obligations imposed by the Order apply to XMM and MOS as well as to their respective officers, successors and assigns, agents, employees, and all other persons who act in active concert or participation with XMM and MOS and who have received actual notice of the Order.

COMPLIANCE WITH THE TELEMARKETING SALES RULE

Although all marketers are required to comply with the FTC's Telemarketing Sales Rule (TSR), 16 C.F.R. Part 310, the Order expressly requires XMM and MOS to comply with the TSR. For your convenience, a copy of the TSR, as amended as of March 31, 2008, is attached to this Summary of the Order.

REQUIREMENTS FOR MAGAZINE SALES

The Order imposes the following requirements in connection with the sale or administration of magazine services sold to consumers by means of telemarketing:

A. Disclosure Requirements:

The Order requires that XMM and MOS comply with the following disclosure requirements:

- (1) There must be a clear and conspicuous disclosure that the purpose of the call is to sell products or services promptly at the beginning of:
 - o All outbound calls;
 - o All upsells;
 - o All inbound calls where the consumer is calling in response to a direct mail solicitation which does not clearly and conspicuously disclose the purpose of the solicitation. This requirement applies to all consumer inbound calls in response to post cards or any other direct solicitations requesting or asking that the addressee call a telephone number set forth on the post card or other direct mail solicitation.
- (2) If any reference is made during a telephone call to a cost per day, week or month for magazines, there must be a clear and conspicuous disclosure at or near that reference that the billing schedule is different from the cost per day, week or month. This disclosure is only required if the billing schedule is different from the stated cost per day, week or month. Thus, if a customer is not going to be billed on a daily, weekly, or monthly basis but is told a daily,

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weekly, or monthly cost, the consumer must also be told that the billing schedule is different from the cost per day, week, or month quoted.

(3) Before a consumer is asked to provide any credit card, bank account, or other information that may be used to obtain payment, there must be a clear and conspicuous disclosure of the total number of payments and the amount of each payment in the billing schedule that the consumer will be charged in connection with the offer.

(4) XMM and MOS are prohibited from submitting billing information for payment or trying to collect payment for a magazine service without first obtaining the consumer's express informed consent to make a purchase and express authorization to be charged for the magazine service using a clearly identified account. The following disclosures must be clearly and conspicuously made shortly before obtaining the consumer's consent and authorization, and the entire telephone call during which these disclosures are made must be audio taped, including calls in which XMM and/or MOS fails to obtain the consumer's express consent to make a purchase or to give express authorization to be charged using a clearly identified account:

- The name, exact number of issues or the exact number of months of service, or each publication ordered by the consumer;
- The total cost (lump sum) of the entire magazine service;
- The dollar amount of the first payment, and the number, dollar amount, and frequency (e.g., monthly, quarterly) of all subsequent installment payments, and the amount of any finance charges;
- The method of payment; and
- The material terms and conditions of the cancellation policy, including but not limited to the time period for cancellation to avoid any payment obligation (if any); the time period for cutting off the magazine service to avoid ongoing payment obligations; how the time period is calculated or when it starts; and whether refunds will be full or partial.
- Upon request from the consumer, the consumer's financial institution, the state consumer protection agency or the FTC, XMM and MOS must provide a copy of the audiotape to the requester.

Note: The disclosure and audiotape requirements described above in this Section A(4) may be satisfied during the sales verification call.

B. Prohibited Misrepresentations

(1) XMM and MOS are prohibited from misrepresenting any fact that is material to a consumer's decision to purchase any magazine service, including:

- The cost or duration of the magazine sale;
- The purpose for which a consumer's billing information will be used;

③ Cross Media Marketing Corporation 461 Fifth Avenue 19th Floor New York, NY 10017 [tel] 212.457.1200 [fax] 212.457.1202

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- The amount of any handling, shipping, processing, or similar charge, if any;
- That any consumer will receive magazines by paying only a handling, shipping, processing or other fee;
- The terms of the cancellation policy;
- That XMM and MOS will or may report a consumer's failure to pay for any magazine service to any credit bureau or other credit reporting agency, or that a consumer's credit rating will or may be damaged by failing to pay for a magazine service; and
- The contractual enforceability of the magazine purchase contract.

C. Refunds/Cancellations

- (1) If there is credible evidence that any of the representations have been made to consumers during any portion of any sales solicitation that are inconsistent with or contradict any of the disclosures required in Section A(4) above, then XMM and MOS must offer the consumer a full refund and cancellation of the magazine service, regardless of the general refund policy.
- (2) If a consumer asserts, directly or indirectly through a third party, without evidence, that representations contrary to or inconsistent with the disclosures in Section A(4) above were made, then XMM and MOS must offer the consumer cancellation of future payment obligations for the magazine service, regardless of XMM's or MOS's stated cancellation policies, unless XMM and MOS can produce evidence contrary to the consumer's assertion.
- (3) XMM and MOS are required to honor a consumer's direct or indirect magazine service cancellation and refund request that is received in accordance with the refund policy that has been disclosed to the consumer if the consumer has complied or made reasonable efforts to comply with the disclosed refund policy.
- (4) XMM and MOS are prohibited from submitting to any credit bureau or other credit reporting agency any information concerning a consumer's failure to pay for a magazine service where:
 - The consumer's failure to pay occurred after XMM and MOS received and had a reasonable period of time to process a cancellation request that complies with the stated cancellation policy; and
 - XMM and MOS do not possess evidence that they obtained the consumer's express agreement to make a purchase and express authorization to be charged using the identified account, such as an audiotape recording.

D. Written Sales Contract

- (1) XMM and MOS must provide a copy of the magazine service contract to each consumer for whom we are administering a magazine service. The contract must be sent via first class mail, commercial or interstate carrier or any other method of delivery. The contract must contain the following information:

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The date the contract was mailed to the consumer;

The name of the entity responsible for billing, collection, and customer service; and

The address and telephone number of any such entity.

- (2) The contract must be sent within a reasonable period of time after obtaining the consumer's express informed authorization to be charged for the magazine service. The materials sent to the consumer must identify the contents of the mailing, as information regarding the terms and conditions of the magazine service the consumer has requested, must advise the consumer of the time sensitivity of the materials, and must direct the consumer to review such materials in a clear and conspicuous manner on the outside of the envelope if sent by first class mail or other similar location if sent by another permissible method.

REQUIREMENTS FOR TELEMARKETING OF GOODS OR SERVICES INVOLVING A NEGATIVE OPTION FEATURE

The Order imposes specific requirements when a negative option feature is involved in a telemarketing offer for any goods or services. An offer involves a "negative option feature" if the customer's silence or failure to cancel is interpreted as an acceptance of the offer. Examples of negative option features include free trials, continuity offers, automatic renewals and other recurring billing arrangements. The following specific requirements are imposed by the Order in connection with the telemarketing of any products or services involving negative option features:

- (1) If an offered product or service involves a free-to-pay conversion (e.g., a free trial offer), you cannot represent that the product or service is offered with "no obligation" or similar words implying that the recipient will have no obligation to affirmatively act in order to avoid charges, if charges will in fact be submitted at the end of the trial period unless the consumer cancels.
- (2) XMM and MOS are prohibited from submitting billing information for payment or trying to collect payment without obtaining the consumer's express informed consent to make a purchase and express authorization to be charged using a clearly identified account. All material terms and conditions of the negative option feature must be clearly and conspicuously disclosed before obtaining the consumer's consent and authorization. The following information must be disclosed:
 - The fact that the consumer's account will be charged unless the consumer takes an affirmative action to avoid the charge;
 - The date(s) the charge(s) will be submitted for payment;
 - The total amount of each charge; and
 - The specific steps the consumer must take to avoid the charge.

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REQUIREMENTS REGARDING INDEPENDENT SALES ORGANIZATIONS

The Order imposes specific requirements with respect to Independent Sales Organizations (ISOs). An ISO is defined in the Order as an entity that is authorized by XMM or MOS to sell a magazine service to consumers pursuant to a written agreement between the ISO and XMM and/or MOS where XMM and/or MOS will administer the consumer's magazine service and directly charge the consumer.

- (1) There must be a written agreement between XMM and/or MOS and the ISO before XMM and/or MOS may administer any magazine service offered or sold by the ISO.
- (2) The written agreement between XMM and/or MOS and the ISO must require the following:
 - That the ISO must provide all individuals it employs or contracts with to sell the magazine service with a copy of the FTC's Telemarketing Sales Rule ("TSR") (16 CFR Part 310) and a copy of a summary of Parts III-V of the Order.
 - That the ISO must comply with the TSR and with the provisions of Parts III-V of the Order applicable to the activities of the ISO.
 - That XMM and/or MOS must provide the ISO with telemarketing scripts that include the disclosures required by the TSR and the Order, that the ISO must not make any misrepresentations prohibited by the TSR or the Order, and that the ISO must make no material changes to those scripts that may effect compliance with the TSR or the Order without the prior written approval of XMM and/or MOS. XMM and MOS must keep copies of any approved script changes.
 - That the ISO must develop and implement reasonable policies and procedures to train and monitor the individuals it employs or contracts with to sell the magazine service regarding compliance with the TSR and Parts III-V of the Order (to the extent applicable). The procedures must include the following elements:
 - Requiring each individual employed or contracted with to sell the magazine service to receive a training program prior to beginning such sales and at least twice during each calendar year;
 - Auditing and monitoring the performance of each individual employed or contracted with to sell the magazine service on a routine and random basis such that each individual is monitored or audited at least once every month; and
 - Taking appropriate disciplinary action against any individual employed or contracted to sell the magazine service who has violated the TSR or Parts III-V of the Order, to the extent applicable.

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MONITORING SALES, VERIFICATION AND CUSTOMER SERVICE CALLS

The Order requires that XMM and MOS develop and implement policies and procedures reasonably designed to ensure compliance by their subsidiaries, affiliates, employees, independent contractors and ISO's with the TSR and with Parts III-V of the Order, to the extent applicable. Such procedures must include at a minimum:

- (1) listening to oral representations made by persons engaged in sales, verification, customer service and collection functions on a routine and regular basis;
- (2) taping an audio recording of each call during which the consumer's express agreement to make a purchase and be charged is obtained pursuant to the Order, including those calls where the consumer declines the purchase;
- (3) taping an audio recording of all customer service and collection calls;
- (4) establishing a procedure for receiving and responding to customer complaints;
- (5) ascertaining the number and nature of consumer complaints regarding transactions in which each ISO, employee or independent contractor is involved;
- (6) promptly investigating customer complaints fully and attempting to resolve customer complaints in good faith; and
- (7) taking timely and appropriate disciplinary action, which may include termination, against any ISO, employee or independent contractor who has not complied with the TSR or with the applicable provisions of this Order.

RECORDKEEPING REQUIREMENTS

The Order requires that XMM and MOS retain various records for a period of seven years following entry of the Order, including:

- (1) Accounting records that reflect the cost of goods or services sold, revenues generated, and disbursement of such revenues;
- (2) Personnel records accurately reflecting the name, address and telephone number of each person employed in any capacity (including as an independent contractor), the person's job title or position, the date on which the person began work, and the date and reason for the person's termination (if applicable);
- (3) Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of goods and services purchased (to the extent such information is obtained during the ordinary course of business), and a copy of each customer's magazine service contract;
- (4) Consumer complaints and refund or cancellation requests and other communications reasonably concerned with possible non-compliance with the TSR or the Order (whether received directly, indirectly through a third party, by telephone, in writing, by fax or email, or by other means) and the responses to such complaints, requests, and other communications;

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- (5) Copies of all sales scripts, training materials, advertisements or other marketing materials used or made available for use by XMM and MOS to employees, subsidiaries, affiliates, and ISOs.
- (6) Each recording of telephone calls that are required to be made under the Order in a manner reasonably designed so that each recording can be reasonably identified, located, and produced upon request.
- (7) For each ISO:
 - A copy of the written agreement between XMM and/or MOS and the ISO, along with any amendments;
 - Records that accurately reflect the name, address, and telephone number of the ISO;
 - Records that accurately reflect all payments made to the ISO by XMM and/or MOS and the nature of such payments;
 - Copies of any written or electronic correspondence with any ISO or with any person or entity that relate to inquiries or complaints from consumers, government entities, or any other parties about the sales or other activities of any ISO.

OTHER REQUIREMENTS

The Order includes other requirements. Among other requirements, XMM and MOS must allow representatives of the government, including FTC staff, to interview with counsel present (if so desired), any consultant, independent contractor, representative, agent, or employee who has agreed to an interview, and must allow government representatives the opportunity, during business hours, to inspect XMM's and MOS's operations. XMM and MOS must also produce documents and must make employees available for deposition upon the government's request.

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ACKNOWLEDGEMENT

I hereby acknowledge that I have received the Summary of the Settlement Agreement between Cross Media and the Federal Trade Commission (FTC):

Signature: _____
Name: _____
Title: _____
Department: _____
Company: _____
Date: _____

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Cross Media FTC Collections Overview Document

What is this Document?

This document provides collectors with a brief summary of the history of the Cross Media portfolio and business practices. All collectors who collect on Cross Media accounts are required to be provided this summary as part of their training before they begin collecting on these accounts.

Why is it necessary for Collectors to review this information?

Cross Media (and the companies that came before Cross Media) were in the business of selling packages of magazine subscriptions to consumers. They sold some directly through telemarketing, and others were sold by third party agents (also called Independent Sales Organizations). The Federal Trade Commission (FTC), which regulates many forms of business, investigated the business practices of Cross Media and found problems with how business was conducted. The FTC issued a decree which governs how Cross Media and my successor company or agents (like collections agencies) must treat the consumers who signed up for these magazine subscriptions.

What is in this FTC Decree that Collectors need to be aware of?

Some of the consumers who signed up for these subscription packages were misled about the terms of the agreement. Cross Media and its agents may have used negative option features, where if a consumer forgets to cancel they are signed up for the full package, or a free to pay option, where the service starts free and then converts to "for pay" after a period of time. They may not have known the full cost of the entire package or the length of their agreement, or the cancellation policy. Collectors need to be careful not to assume a customer who is past due had a full understanding of their agreement with Cross Media.

What Collections guidelines do Collectors need to follow?

Collectors need to carefully listen to consumers and review the facts in each case.

- Is the customer disputing the balance or the entire agreement? Are there notes in the system that state the customer attempted to cancel or settle on the account?
- Did the consumer make any payments at all? If so how many?
- Did they receive magazines, and if so for how long?
- Do they acknowledge that they signed up and agreed to pay for the magazines?
- Is there documentation available in the collections system that indicates a signed document or voice recording of the customer agreeing to the terms exist? If so does the customer acknowledge this?

The FTC decree requires that these factors should all be considered by collectors working on these accounts and that consumers be given an opportunity to settle or close accounts that cannot be fully supported by documentation.

Are there other Collections impacts from the FTC Decree?

Yes, Credit Bureau reporting will not be done on most of these accounts (those that can will be clearly noted in the system), so no threats of damaging the credit rating can be made. In addition Collectors cannot encourage consumers to pay by telling them that Cross Media has already paid for the magazines—unless that fact is clearly noted in the system.

Closing Statement

As a collector on the Cross Media portfolio you are responsible to be aware of this history and take caution on working these accounts. You should try your best to collect on these accounts but know that some of these past due accounts have legitimate disputes that arise from past business practices of Cross Media. As always, FDCPA and applicable state collections laws apply to the collections activity on these accounts.

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HOWIE LAW

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HOW DID THE ACCOUNT I'M COLLECTING ON GET INTO COLLECTIONS??

STEP 1:

REP CONTACTS RESIDENT AND OFFERS A MAGAZINE SUBSCRIPTION. ONE MAGAZINE IS OFFERED IN A CIRCULATION CAMPAIGN (EX: US NEWS AND WORLD REPORT) THE CUSTOMER RECEIVES 3 OTHER MAGAZINES OF THEIR CHOICE AT NO ADDITIONAL COST JUST FOR TAKING OUT THE SUBSCRIPTION TO THAT MAGAZINE. IT IS EXPLAINED BY THE REP TO THE CUSTOMER HOW MUCH THEY WILL BE PAYING AND HOW LONG THE SERVICE WILL LAST. ONCE AN AGREEMENT IS OBTAINED THE CALL IS THEN TRANSFERRED TO A SUPERVISOR (ALSO CALLED THE CAPPER) WHERE THE ACCOUNT IS THEN SET UP FOR THE CUSTOMER. THE ONLY WAY A MAGAZINE ORDER CAN BE ENTERED IS IF THE CUSTOMER HAS A CHECKING ACCOUNT OR A CREDIT CARD!

STEP 2:

THE CAPPER GOES OVER THE MAGAZINES ORDER. THE CUSTOMER IS REQUIRED TO VERIFY PERSONAL INFORMATION, SUCH AS ADDRESS, CITY, STATE, ZIP, PLACE OF EMPLOYMENT, EMERGENCY CONTACT NUMBER, INCOME, AND WORK NUMBER. AT THIS TIME THE CAPPER WILL GO OVER BILLING OPTIONS AND HOW THE CUSTOMER WOULD LIKE TO SET UP THE PAYMENT PLAN. THERE ARE 2 MONTHLY PAYMENT PLANS THAT THE CUSTOMER CAN CHOOSE FROM. ONCE THE MONTHLY RATE IS DECIDED, THE ORDER IS THEN SET UP, EITHER ON THEIR CREDIT CARD, DEBIT CARD OR CHECKING ACCOUNT. IT IS EXPLAINED TO THE CUSTOMER THAT ONCE THE ORDER IS ENTERED WITH THE PUBLISHERS IT IS NOT SUBJECT TO CANCELLATION BECAUSE THEIR SERVICE IS PREPAID FOR THEM TO PROTECT THEM AGAINST ANY PRICE INCREASES. ONCE THE CUSTOMER AGREES TO EVERYTHING THE ORDER IS THEN SENT TO THE VERIFICATION DEPARTMENT.

STEP 3:

VERIFYING THE ORDER WITH THE CUSTOMER. THIS CALL IS RECORDED ON A TAPE FILING SYSTEM. THIS IS THE ONLY WAY THAT THE MAGAZINE PUBLISHERS WILL ACCEPT THE ORDER. THE CUSTOMER ONCE AGAIN VERIFIES ALL THEIR PERSONAL INFORMATION ON THE TAPE FILING SYSTEM. THE CUSTOMER GOES THROUGH A SERIES OF 7 ORDER VERIFICATION QUESTIONS. ALL QUESTIONS MUST BE ANSWERED CORRECTLY AND THE RESPONSES MUST BE LOUD AND CLEAR.

QUESTIONS ARE: STATE YOUR FIRST AND LAST NAME, HOW MANY MANGAZINE TITLES WILL YOU BE RECEIVING? WHAT IS YOUR MONTHLY PAYMENT PRICE, (MUST STATE PRICE PER MONTH) HOW MANY MONTHLY PAYMENTS DO YOU UNDERSTAND YOU ARE SET TO MAKE? (MUST STATE THE AMOUNT OF MONTHLY PAYMENTS THEY WILL MAKE) YOU DO UNDERSTAND THAT YOUR PAYMENTS ARE CONSECUTIVE (EACH MONTH)? (MUST STATE YES OR NO) DO WE HAVE YOUR PERMISSION TO ENTER THE ORDER WITH THE PUBLISHERS ARE AS HAVE EXPLAINED IT TODAY? (MUST STATED YES OR NO) WE ASK YOU TO TAKE THE ORDER WITH THE UNDERSTANDING THAT IT IS NOT SUBJECT TO CANCELLATION BUT YOU CAN ALWAYS CHANGE YOUR MAGAZINES AT ANY TIME AT NO COST TO YOU AND IS THAT OK (YES OR NO)

STEP 4:

ORDER IS SENT TO THE PUBLISHER AND PREPAID BY THE COMPANY WHO SOLD IT (CONSOLIDATED MEDIA, DIVERSIFIED MARKETING, ECT)

EXHIBIT E

CREDIT SOLUTIONS

Okay now that we have your account cleared up you qualify for our program from "Credit Solutions". Credit Solutions is a system geared towards assisting consumers with any of their credit problems regardless of the size.

This system will walk you through the process of handling all of your credit issues step by step. For example, this system will teach you how to get free copies of your credit report, dispute wrongful information on your credit report especially identity theft, it also helps you understand the credit scoring system to help you build your credit score back up to a point where creditors will look at you and want to lend you money at a lower interest rate.

What we send you is a CD-ROM with an easy to understand information packet that includes easy step-by-step instructions. The best thing about credit solutions is that it is available to you for half price. This is a one-time fee of \$39.95. We can process this today (on your credit card) or (with CHECK # _____), and you will receive your copy of CREDIT SOLUTIONS within the next three to five weeks. Do you have _____ any questions?

EXHIBIT F

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