IN THE SUPERIOR COURT OF TOOMBS COUNTY
STATE OF GEORGIA

DELETTRIA WHITEHEAD, Individually, and as class representative for all others similarly situated,	
Plaintiff,	**CIVIL ACTION NUMBER:**
v.	
J I FINANCIAL, LLC; GLOBAL CLIENT SOLUTIONS, LLC f/k/a CFG ACCEPTANCE, LLC; LUFTMAN HECK & ASSOCIATES, LLP, f/k/a FORNIA, LUFTMAN & HECK, LLC; WILLIAM J. FORNIA; BENJAMIN LUFTMAN; JEREMIAH HECK; and UNKNOWN PARTIES A, B, C, and D whose real and proper identities are unknown at present,	**JURY TRIAL DEMANDED**
Defendants.	

COMPLAINT IN CLASS ACTION

COMES NOW, Delettria Whitehead, (hereinafter "Plaintiff") individually and as class representative for all others similarly situated, and files this Complaint In Class Action against Defendants J I Financial, LLC ("JIF"); Global Client Solutions, LLC, f/k/a CFG Acceptance, LLC ("GCS"); Luftman, Heck and Associates, LLP, f/k/a Fornia, Luftman & Heck, LLP ("LHA"); William J. Fornia ("Fornia"); Benjamin Luftman ("Luftman"); Jeremiah Heck ("Heck"); ("Defendants" collectively) and unknown parties A, B, C, and D, and shows this Honorable Court the following:

Nature of the Action

1.

This is a proposed class action brought on behalf of all Georgia resident debtors who have done business with Defendants since July 1, 2003 to the present wherein Defendants engaged in debt adjusting as defined by OCGA §§ 18-5-1 *et seq*. for said Georgia debtors.

2.

Defendants are a collection of interrelated entities, partnerships, and/or individuals that collectively comprise a debt adjustment services operation targeting financially-troubled consumers, extracting exorbitant fees for worthless services from individuals that are the least able to afford it.

3.

All Defendants acted jointly and severally and provided assistance to one another in committing violations of Georgia's Debt Adjustment Act, OCGA §§ 18-5-1 *et seq*. as alleged herein.

4.

Defendants promote themselves in print, *via* the internet, and through the broadcast media as a debt settlement company that can negotiate a settlement of a client's unsecured debt for less than the amount owed.

5.

Once initial contact is made by a potential client, Defendants collect the potential client's financial information, including account numbers for all unsecured debts. Once Defendants have this information, they persuade the debtor/client that through their many years of experience, their connections in the credit industry and their financial

savvy, Defendants can dramatically lower the client's bills, get the client out of debt in a matter of months and settle the debt for a fraction of what they currently owe.

6.

The individuals targeted by Defendants are Georgia's most financially desperate individuals struggling under the crushing weight of what appears to be insurmountable consumer debt. Looking for a miracle, or at least an alternative to avoid the stigma of bankruptcy, these Georgia citizens are most vulnerable to Defendants' siren song of virtually instant financial relief.

7.

Defendants then present their Debt Elimination Program (hereinafter "DEP") which involves the Georgia debtor paying Defendants a "matriculation fee" and a $35.00 monthly maintenance fee. Defendants instruct the debtor to stop paying his creditors and pay those funds instead into a trust account maintained by Defendants at a monthly rate calculated by Defendants for future lump sum settlements of the unsecured debts.

8.

Defendants' "matriculation fee," as set forth in Defendants' "Agreement," is the first three months of the client's monthly payment, as calculated by the "client's personal counselor."

9.

Defendants' "payment processing fee," among other undisclosed fees set forth in Defendants' "Agreement," is a flat $35.00 monthly fee included in client's monthly payment.

10.

Defendants' service fees are front-loaded: Defendants require that the monthly amount calculated by Defendants be applied first towards their "matriculation fee," which includes monthly maintenance fees over the first three months of the Agreement before any of the client's funds are put into a trust account for future settlement.

11.

In exchange for its exorbitant combination of fees on top of the Georgia debtor's already crushing debt load, Defendants do nothing of value for the Georgia debtor. In fact, Defendants offer no specific outline of what they will do for the Georgia debtor, nor do they provide any timeline for completing any task under their DEP beyond the collection of their own fees.

12.

If anything, Defendants exacerbate the debtor's already dire straits. By advising the debtor to cease payments to her creditors, Defendants place themselves in a superior position to receive all of their fees from the debtor before any action would be taken on behalf of the debtor. Further, Defendants' advice and persuasion places the Georgia debtor in the cross-hairs of multiple debt collection lawsuits, further widening the debtor's financial chasm.

13.

There is only one form of debt adjusting that has been authorized by the Georgia General Assembly – the debt management plan (hereinafter "DMP"). A DMP is, in essence, a consolidation of a debtor's entire unsecured debt. The debt adjuster collects one consolidated monthly payment from the debtor and then in turn distributes portions of that payment to the debtor's individual creditors in accordance with a pre-

determined schedule of payments with each creditor. The creditors require that in return for accepting less than the full payment from the debtor, the account must no longer be used and that the debtor pay each month the pre-arranged amount through the debt adjuster.

14.

The Georgia Debt Adjustment Act makes clear that all funds received from a Georgia debtor must be disbursed to the appropriate creditors, less any fees authorized by the Act, within 30 days of receipt of such funds. See OCGA § 18-5-3.2. Further, the fee that can be charged by a debt adjuster for debt adjustment services is capped at 7.5% of the amount distributed monthly to the debtor's creditors. See OCGA § 18-5-2.

15.

Thus, the debt settlement services Defendants provide and continue to provide to their Georgia clients are in direct violation of Georgia law and in no way comport with the Debt Adjustment Act.

Jurisdiction and Venue

16.

Plaintiff is a domiciliary of Georgia and Toombs County.

17.

JIF was a foreign limited liability company, incorporated in the state of Ohio which did business in Georgia.

18.

JIF was never registered with the Georgia Secretary of State, nor was it authorized to transact business in Georgia.

19.

JIF did not comply with the registration requirements of OCGA § 18-5-3.1 and was not authorized to offer debt adjustment services in this state but nevertheless engaged in said debt adjustment services.

20.

Upon information and belief, JIF's debt adjustment business was absorbed into and conducted without disruption or substantial change in services to Plaintiff by Defendant LHA in its former incarnation as Fornia, Luftman and Heck, LLP on or about June 1, 2004.

21.

Upon information and belief, JIF was then dissolved by JIF Vice-President, Defendant Luftman, on or about June 15, 2004 subsequent to the death of JIF's President, attorney David Bilenko.

22.

Defendant GCS is an Oklahoma foreign limited liability company doing business in Georgia and may be served with summons and a copy of the Complaint by serving its registered agent, Timothy Merrick, 9820 East 41st Street, Suite 400, Tulsa, Oklahoma 74146.

23.

GCS has not registered with the Georgia Secretary of State and is not authorized to transact business in Georgia.

24.

GCS is subject to the jurisdiction of this Court pursuant to the Georgia Long Arm Statute, OCGA § 9-10-91, as GCS transacts business within the state, has committed a

tortious act or omission within this state, and/or has committed a tortious injury in this state caused by an act or omission outside this state.

25.

GCS has not complied with the registration requirements of OCGA § 18-5-3.1 and is not authorized to offer debt adjustment services in this state but has nevertheless engaged in said debt adjustment services.

26.

GCS regularly does and solicits business, and engages in any other persistent course of conduct, and derives substantial revenue from services rendered in this state.

27.

Venue is proper before this Court as to Defendant GCS pursuant to OCGA § 9-10-31 and OCGA § 9-10-93.

28.

Defendant LHA is an Ohio foreign corporation doing business in Georgia and may be served with summons and a copy of the Complaint by serving LHA's registered agent, Jeremiah E. Heck, at 1307 West Third Avenue, Columbus, Ohio 43212.

29.

LHA has not registered with the Georgia Secretary of State and is not authorized to transact business in Georgia.

30.

LHA has not complied with the registration requirements of OCGA § 18-5-3.1 and is not authorized to offer debt adjustment services in this state but has nevertheless engaged in said debt adjustment services.

31.

LHA is subject to the jurisdiction of this Court pursuant to the Georgia Long Arm Statute, OCGA § 9-10-91, as LHA transacts business within the state, has committed a tortious act or omission within this state, and/or has committed a tortious injury in this state caused by an act or omission outside this state.

32.

LHA regularly does and solicits business, and engages in other persistent courses of conduct, and derives substantial revenue from services rendered in this state.

33.

At all times relevant to acts and omissions complained of in this action, Defendant William J. Fornia is an attorney licensed to practice law in Ohio and doing business as Luftman, Heck & Associates.

34.

Upon information and belief, Fornia is also an owner, principal, incorporator, officer, director, shareholder, agent, and/or manager of Defendant LHA.

35.

Fornia is not a member of the State Bar of Georgia.

36.

Fornia has not applied for, nor has Fornia received permission to practice *pro hac vice* in the courts of Georgia.

37.

Fornia is also not registered with the Georgia Secretary of State and is not authorized to transact business in Georgia.

38.

Fornia has not complied with the registration requirements of OCGA § 18-5-3.1 and is not authorized to offer debt adjustment services in this state but has nevertheless engaged in said debt adjustment services.

39.

Fornia is subject to the jurisdiction of this Court pursuant to the Georgia Long Arm Statute, OCGA § 9-10-91, as Luftman transacts business within the state, has committed a tortious act or omission within this state, and/or has committed a tortious injury in this state caused by an act or omission outside this state.

40.

Fornia regularly does and solicits business, and engages in other persistent courses of conduct, and derives substantial revenue from services rendered in this state.

41.

Fornia may be personally served with a summons and a copy of the Complaint at Luftman, Heck & Associates, LLP, 580 East Rich Street, Columbus, Ohio 43215.

42.

Fornia may alternatively be served with a summons and copy of the Complaint at 987 Discovery Drive, Worthington, Ohio 43085.

43.

At all times relevant to acts and omissions complained of in this action, Defendant Benjamin Luftman is an attorney licensed to practice law in Ohio and doing business as Luftman, Heck & Associates.

44.

Upon information and belief, Luftman is also an owner, principal, incorporator, officer, director, shareholder, agent, and/or manager of Defendant LHA.

45.

Luftman is not a member of the State Bar of Georgia.

46.

Luftman has not applied for, nor has Luftman received permission to practice *pro hac vice* in the courts of Georgia.

47.

Luftman is also not registered with the Georgia Secretary of State and is not authorized to transact business in Georgia.

48.

Luftman has not complied with the registration requirements of OCGA § 18-5-3.1 and is not authorized to offer debt adjustment services in this state but has nevertheless engaged in said debt adjustment services.

49.

Luftman is subject to the jurisdiction of this Court pursuant to the Georgia Long Arm Statute, OCGA § 9-10-91, as Luftman transacts business within the state, has committed a tortious act or omission within this state, and/or has committed a tortious injury in this state caused by an act or omission outside this state.

50.

Luftman regularly does and solicits business, and engages in other persistent courses of conduct, and derives substantial revenue from services rendered in this state.

51.

Luftman may be personally served with a summons and a copy of the Complaint at Luftman, Heck & Associates, LLP, 580 East Rich Street, Columbus, Ohio 43215.

52.

At all times relevant to acts and omissions complained of in this action, Defendant Jeremiah E. Heck is an attorney licensed to practice law in Ohio and doing business as Luftman, Heck & Associates, LLP.

53.

Upon information and belief, Heck is also an owner, principal, incorporator, officer, director, shareholder, agent, and/or manager of Defendant LHA.

54.

Heck is not a member of the State Bar of Georgia.

55.

Heck has not applied for, nor has Heck received permission to practice *pro hac vice* in the courts of Georgia.

56.

Heck is also not registered with the Georgia Secretary of State and is not authorized to transact business in Georgia.

57.

Heck has not complied with the registration requirements of OCGA § 18-5-3.1 and is not authorized to offer debt adjustment services in this state but has nevertheless engaged in said debt adjustment services.

58.

Heck is subject to the jurisdiction of this Court pursuant to the Georgia Long Arm Statute, OCGA § 9-10-91, as Heck transacts business within the state, has committed a tortious act or omission within this state, and/or has committed a tortious injury in this state caused by an act or omission outside this state.

59.

Heck regularly does and solicits business, and engages in other persistent courses of conduct, and derives substantial revenue from services rendered in this state.

60.

Heck may be personally served with a summons and a copy of the Complaint at Luftman, Heck & Associates, LLP, 580 East Rich Street, Columbus, Ohio 43215.

61.

Venue is proper in this Court as to all of the remaining Defendants pursuant to OCGA § 9-10-31.

Facts as to Plaintiff

62.

Plaintiff incorporates by reference all preceding paragraphs of this Complaint as if fully restated herein and further state as follows:

63.

Prior to October 17, 2003, Plaintiff had undergone some financial difficulties as a result of life events.

64.

Prior to October 17, 2003, Plaintiff had incurred approximately $10,366.00 in unsecured debt owed to four separate creditors.

65.

Due to the interest rates charged by the credit card companies, Plaintiff's significant change in economic circumstances, and the large amount owed, Plaintiff began to have significant difficulty meeting her monthly financial obligations.

66.

Plaintiff became aware of JIF through their self-promotion and advertising in print, *via* the internet, and through the broadcast media as offering a debt elimination program to assist consumers who are in dire financial circumstances and in need of genuine debt relief counseling.

67.

Plaintiff contacted JIF and was informed by JIF's agents or employees that she was an ideal candidate for entering into the Debt Elimination Program (hereinafter "DEP").

68.

On or about October 17, 2003, Plaintiff entered into an agreement with JIF ("Agreement") for the purpose of debt adjustment. Said Agreement is attached hereto as Exhibit A.

69.

The Agreement required that Plaintiff's first three payments into the DEP would not go into her account, but would instead constitute a "matriculation fee." One hundred percent of said funds were to be retained by JIF in payment of said fee.

70.

The Agreement also required a monthly payment processing fee of $35.00, among other undisclosed fees, which was included in Plaintiff's $275.00 monthly payment for every month Plaintiff was enrolled in the DEP.

71.

The Agreement further required Plaintiff to pay a settlement fee to Defendants of 20% percent of the amount saved as a result of settlements achieved by Defendants from any of Plaintiff's creditors included in the DEP. This fee was to be taken out of the monies that Plaintiff had paid in her account with Defendants.

72.

Plaintiff's monthly payment was calculated to be $275.00 and Plaintiff made timely monthly payments to Defendants *via* electronic transfer on the 20th of each month beginning in November 2003 and continuing until June 2004.

73.

Sometime prior to June 1, 2004, Plaintiff received a letter from Fornia, Luftman & Heck, LLP, informing her that her account had been transferred to their firm as of June 1, 2004 and that "all fees and terms for legal representation will be honored." Said letter is attached hereto as Exhibit B.

74.

Included with the letter was information sheet on Plaintiff's GCS Stored Value Deposit Account (SVDA) account into which her payments would be made and GCS's "Schedule of Fees and Charges" on the account. Said information sheet is attached hereto as Exhibit C.

75.

Plaintiff's SVDA was charged with a $5.00 set up fee on August 8, 2004 and from September 2004 through November of 2006 a monthly maintenance fee of $7.50.

76.

In addition, GCS charged Plaintiff $0.15 per electronic transfer attempt, regardless of whether or not the funds were actually transferred to the SVDA.

77.

Plaintiff began making payments into the SVDA *via* electronic check on August 12, 2004 in the amount of $150.00 per month and continued making said payments of $150.00 for the months thereafter of September, October and November of 2004, February and March of 2005 and February, March, April and May of 2006.

78.

Only one settlement was ever obtained by Defendants on behalf of Plaintiff. In March 2005, a settlement was obtained in regards to Plaintiff's Capital One account in the amount of $763.50. The Payment was broken up into three electronic payments to Capital One in the amounts of $600.00, $159.00 and $7.50.

79.

For each payment, GCS charged Plaintiff a $3.00 phone payment fee for a total of $9.00.

80.

Plaintiff terminated the Agreement with Defendants on or about February 15, 2007 and received a Disengagement Letter from LHA as confirmation. Said letter is attached hereto as Exhibit D.

81.

Plaintiff received a refund of the $602.25 left in Plaintiff's account by check on or about February 27, 2007, a copy of which is attached hereto as Exhibit E.

82.

Plaintiff received another unsolicited check from Defendant GCS in the amount of $603.00 on or about June 4, 2010, a copy of which is attached hereto as Exhibit F.

83.

There were no bank statements or other accounting included with either check to show if either amount was a refund of any balance remaining in Plaintiff's GCS account or how either amount was otherwise determined.

Georgia's Debt Adjustment Act

84.

Plaintiff incorporates by reference all preceding paragraphs of this Complaint as if fully restated herein and further states as follows:

85.

The Georgia Debt Adjustment Act, OCGA § 18-5-1, defines debt adjusting as:

> [D]oing business in debt adjustments, budget counseling, debt management, or debt pooling service or holding oneself out, by words of similar import, as providing services to debtors in the management of their debts and contracting with a debtor for a fee to:
>
> (A) Effect the adjustment, compromise, or discharge of any account, note or other indebtedness of the debtor;
>
> (B) Receive from the debtor and disburse to his or her creditors any money or other thing of value.

86.

From its initial creation by the Georgia General Assembly in 1956 until its amendment of July 1, 2003, the Georgia Debt Adjustment Act stated that "***[i]t shall be unlawful*** for any person to engage in the business of debt adjusting" and that "[a]ny person who engages in the business of debt adjusting . . . shall be guilty of a misdemeanor." OCGA § 18-5-2 (1956) (emphasis added).

87.

Thus, the original Act undeniably closed and locked the door for persons to offer debt adjusting for a fee in this state, unless incidental to the practice of law.

88.

In 2003, the General Assembly substantially amended the Act. In the amendment's enabling clause, the legislature stated that the purpose is:

> To limit the maximum charge that may be imposed for the provision of debt adjustment services; to provide for definitions; to provide for exemptions from those provisions related to debt adjustment; to require persons engaged in debt adjusting to obtain an annual audit of all accounts and to maintain a certain amount and type of insurance coverage; to provide for the disbursement of a debtor's funds within 30 days of receipt; to require persons engaged in debt adjusting to maintain trust accounts for debtors' funds; to provide for civil and criminal violations and penalties; to provide for investigation and enforcement; to provide for related matters; to provide for an effective date; to repeal conflicting laws; and for other purposes.

2003 Ga. Laws No. 103 p. 392 (House Bill No. 385).

89.

The amended Act thus removed the out-and-out prohibition on debt adjusting for a fee and cracked the door to allow debt adjusters to operate in Georgia as long as the Act's mandates are followed.

90.

The amended Act commands that the debt adjuster "*shall* maintain a separate trust account for the receipt of any and all funds from debtors and the disbursement of such funds on behalf of debtors (OCGA § 18-5-3.2(b)); "*shall* disburse to the appropriate creditors all funds received from the debtor, less any fees authorized by [the Act], within thirty days of receipt (OCGA § 18-5-3.2(a)); *shall* obtain annual audits from independent CPAs on all accounts in which Georgia debtors' funds have been deposited (OCGA § 18-5-3.1(a)(1)); *shall* obtain a specified level of insurance coverage for employee dishonesty depositor's forgery and computer fraud (OCGA § 18-5-3.1(a)(2)); and *shall not*:

> accept from a debtor who resides in this state, either directly or indirectly, any charge, fee, contribution, or combination thereof in an amount in excess of 7.5 percent of the amount paid monthly by such debtor to such person for distribution to creditors of such debtor . . .

OCGA § 18-5-2.

91.

The amendment further provided for a civil remedy for a person's violation of the Act. OCGA § 18-5-4 states:

> Any person who engages in debt adjusting in violation of the provisions of [OCGA § 18-5-2 or § 18-5-3.2(a)] shall further be liable to the debtor in an amount equal to the total of all fees, charges, or contributions paid by the debtor plus $5,000.00. Such debtor shall have the right to bring a cause of action directly against such person for violation of the provisions of this chapter.

Violations of the Debt Adjustment Act, As Amended and Class Allegations

COUNT I - Violations of OCGA § 18-5-2

92.

Plaintiff incorporates by reference all preceding paragraphs of this Complaint as if fully restated herein and further states as follows:

93.

From April 2004 to July 2004, Defendants collected $721.00 in debt adjusting fees from Plaintiff.

94.

Of the monies Defendants collected, none of said funds were distributed to Plaintiff's creditors, thus representing a 100% fee.

95.

Said fees are contrary to the purpose of said legislation, as set forth in the enabling clause of House Bill 385, "to limit the maximum charge that may be imposed for the provision of debt adjustment services." 2003 Ga. Laws No. 103 p. 392 (H.B. 385).

96.

Whether Plaintiff paid those funds to Defendants in monthly installments or in one lump sum at settlement, the fees charged by Defendants were indisputably more than five times the cap set by OCGA § 18-5-2.

97.

Defendants have collected similar fees in excess of the 7.5% cap from all other Georgia residents similarly situated to Plaintiff.

98.

Defendants have violated the Debt Adjustment Act in the same manner with all other Georgia residents that have done business with Defendants since July 1, 2003.

99.

Plaintiff seeks to have this Court certify the following class (hereinafter "Class I"):

> **All Georgia residents from whom Defendants accepted any charge, fee, contribution, or combination thereof, directly or indirectly, on or after July 1, 2003 in an amount in excess of 7.5 percent of the amount paid monthly by the individual Class I Plaintiffs to Defendants for distribution to the Class I Plaintiffs' individual creditors in violation of the Georgia Debt Adjustment Act.**

100.

The Georgia residents defined as Class I are so numerous that joinder is impracticable.

101.

The claims being made by Plaintiff are typical of the claims of the entire class of Georgia residents defined as Class I.

102.

The claims being made by Plaintiff present common issues of law and fact among all members of Class I.

103.

Plaintiff, individually and as class representative for all others similarly situated, seeks as damages an amount equal to the total of all charges, fees, contributions, or combinations thereof paid by the Plaintiff and Class I, plus $5,000 per class member, and any other sums as allowed under OCGA §§ 18-5-1, *et seq*.

COUNT II - Violations of OCGA § 18-5-3.2(a)

104.

Plaintiff incorporates by reference all preceding paragraphs of this Complaint as if fully restated herein and further states as follows:

105.

From the initial date that Plaintiff entered into the Contract with Defendants, none of the funds paid by Plaintiff were ever distributed to Plaintiff's creditors.

106.

Defendants, however, paid themselves all of their fees each and every month without exception for the entire period in which Plaintiff paid into her MDNP.

107.

The refusal of Defendants to disburse funds (less any fees authorized by the Act) to Plaintiff's creditors within 30 days of receipt by Defendants is a direct violation of the Debt Adjustment Act, OCGA § 18-5-3.2(a).

108.

Numerous other Georgia residents made similar payments to Defendants that were not disbursed (less any fees authorized by the Act) to their creditors within 30 days, in direct violation of the Act.

109.

Plaintiff seeks to have this Court certify the following class (hereinafter "Class II"):

> **All Georgia residents from whom Defendants received funds and failed to disburse to the appropriate creditors all funds received from said Georgia residents, less any fees authorized by the**

Georgia Debt Adjustment Act, within 30 days of receipt of funds.

110.

The Georgia residents defined as Class II are so numerous that joinder is impracticable.

111.

The claims being made by Plaintiff are typical of the claims of the entire class of Georgia residents defined as Class II.

112.

The claims being made by Plaintiff present common issues of law and fact among all members of Class II.

113.

Plaintiff, individually and as class representative for all others similarly situated, seeks as damages an amount equal to the total of all fees, charges, contributions, or combinations thereof, paid by the Plaintiff and Class II, plus $5,000 per class member, and any other sums as allowed under OCGA §§ 18-5-1, *et seq*.

COUNT III - Violations of OCGA § 18-5-3.2(b)

114.

Plaintiff incorporates by reference all preceding paragraphs of this Complaint as if fully restated herein and further states as follows:

115.

Plaintiff was required by the Contract with Defendants to set up and maintain her own escrow/trust account for the accrual of funds to be used by Defendants in the event of a settlement with Plaintiff's creditors.

116.

Defendants at no time maintained separate trust accounts for receipt of any funds from Plaintiff, nor for disbursement of Plaintiff's funds to Plaintiff's creditors.

117.

The failure of Defendants, while engaged in debt adjusting, to maintain separate trust accounts for receipt or disbursement of Plaintiff's funds is a direct violation of the Act, OCGA § 18-5-3.2(b).

118.

Numerous other Georgia residents were required to set up and maintain their own accounts for the accrual of settlement funds in direct violation of the Act.

119.

Plaintiff seeks to have this Court certify the following class (hereinafter "Class III"):

> **All Georgia residents for whom Defendants failed to maintain separate trust accounts for the receipt of any and all funds and the disbursement of such funds on behalf of Georgia resident debtors.**

120.

The Georgia residents defined as Class III are so numerous that joinder is impracticable.

121.

The claims being made by Plaintiff are typical of the claims of the entire class of Georgia residents defined as Class III.

122.

The claims being made by Plaintiff present common issues of law and fact among all members of Class III.

123.

Plaintiff, individually and as class representative for all others similarly situated, seeks as damages an amount equal to the total of all fees, charges, contributions, or combinations thereof, paid by the Plaintiff and Class III, and any other sums as allowed under OCGA §§ 18-5-1, *et seq*.

Injunctive Relief

124.

Pursuant to OCGA § 9-11-23(b)(2), in order to preserve the *status quo* pending the resolution of class certification and discovery of issues, this Honorable Court should enter an order, *instanter*, enjoining, restraining and prohibiting Plaintiff and Defendants, individually and through their respective officers, agents, employees and/or attorneys from any contact, oral or written, with members of the putative classes regarding matters incidental to this litigation without prior written notice to the opposite party and written approval of this Court, except that the above restrictions shall not apply to Plaintiff's counsel's contact and communications with their client, Plaintiff Delettria Whitehead and to Defendants making routine contact with putative class members pursuant to its contracts with them.

WHEREFORE, Plaintiff being entitled to a trial by jury and judgment against the Defendants, prays for the following:

a) That summons be directed to Defendants and served upon it as provided by law;

b) That Plaintiff be designated class representative for Class I, Class II, and Class III as defined herein;

c) That Plaintiff's counsel be designated class counsel for Class I, Class II, and Class III as defined herein;

d) That Class I be certified for all Georgia residents from whom Defendants accepted charges, fees, or contributions or combinations thereof on or after July 1, 2003 in an amount in excess of 7.5 percent of the amount paid monthly by the individual Class I members to Defendants for distribution to the Class I members' individual creditors;

e) That Class II be certified for all Georgia residents from whom Defendants received funds and failed to disburse to the appropriate creditors all funds received from said Georgia residents, less any fees authorized by the Georgia Debt Adjustment Act, within 30 days of receipt of funds;

f) That Class III be certified for all Georgia residents for whom Defendants failed to maintain separate trust accounts for the receipt of any and all funds and the disbursement of such funds on behalf of Georgia resident debtors;

g) That the Court require Defendants to pay all monies and fees of every kind and nature collected from its Georgia clients, including Plaintiff, since July 1, 2003, into the registry of this Court to be held as a common fund for the benefit of Plaintiff and all other class members to prevent waste, spoilage, distribution or any way or manner result in the destruction of Defendants' assets to the detriment of Plaintiff and class members, or a bond be obtained by Defendants in an amount at least equal to the total of the aforesaid monies and fees, and said bond to be held by this Honorable Court;

h) That rule nisi issue directed to Defendants requiring them to be and appear before this Court on a day certain and show cause why Plaintiff's prayers for the creation of this common fund should not be granted;

i) That at the aforesaid hearing, Defendants be required to show the Court, in camera if the Court so desires, the number of Georgia residents who have participated in this debt settlement scheme (as described herein) since July 1, 2003, and the amount of money from any and all sources paid by or collected from such Georgia residents, in order that this Court can determine the amount of the bond referred to above;

j) That Plaintiff, individually and as class representative of all others similarly situated as Class I Plaintiffs, have judgment against Defendants in an amount equal to all fees, charges, and contributions paid to Defendants including the statutory civil penalty of $5,000.00 allowed in OCGA § 18-5-2 and all other sums as allowed under OCGA §§ 18-5-1, *et seq.;*

k) That Defendants be required to pay all monies referred to herein which relate to Class I Plaintiffs into a common fund for the benefit of Class I Plaintiffs, less expenses and attorneys' fees;

l) That Plaintiff, individually and as class representative of all others similarly situated as Class II Plaintiffs, have judgment against Defendants in an amount equal to all fees, charges, and contributions paid to Defendants including the statutory civil penalty of $5,000.00 allowed in OCGA § 18-5-2 and all other sums as allowed under OCGA §§ 18-5-1, *et seq.;*

m) That Defendants be required to pay all monies referred to herein which relate to Class II Plaintiffs into a common fund for the benefit of Class II Plaintiffs, less expenses and attorneys' fees;

n) That Plaintiff, individually and as class representative of all others similarly situated as Class III Plaintiffs, have judgment against Defendant in an amount equal to all fees, charges, and contributions paid to Defendants and all other sums as allowed under OCGA §§ 18-5-1, *et seq.;*

o) That Defendants be required to pay all monies referred to herein which relate to Class III Plaintiffs into a common fund for the benefit of Class III Plaintiffs, less expenses and attorneys' fees;

p) That the Court conduct a "fairness hearing," after due and proper notice to all Class I, Class II, and Class III Plaintiffs, and make such award of attorneys' fees and expenses as the Court deems appropriate from the common funds (as above referred to) and/or from Defendants;

q) That Plaintiff, individually and as class representative for the Class I, Class II, and Class III Plaintiffs, have a trial by jury; and

r) That Plaintiff and Class I, Class II, and Class III Plaintiffs be awarded interest on any award granted, with such interest accruing from the date Defendants received monies from such class member to the time the final judgment in this case is paid; and

s) That Plaintiff, individually and as class representative of all others similarly situated as Class I, Class II, and Class III Plaintiffs, have such other equitable and further relief as this Court deems proper.

Respectfully submitted, this _____ day of September, 2010.

LEWIS, STOLZ, HURT, FRIERSON & GRAYSON, LLP

By:_____
James W. Hurt, Jr.
Georgia Bar No. 380104
Irwin W. Stolz, Jr.
Georgia Bar No. 683700

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