

Hello, and welcome to the overview for our debt relief plan, and we are excited to offer what we believe is the safest and most effective debt relief process available today. In the last six years, we have helped people to offset thousands of accounts, to the tune of millions of dollars. And just so we are clear, we work for YOU! We do not work for your creditors, your bank or your credit card company. This is not bankruptcy, debt consolidation, debt reduction, refinancing or some payment plan that can drag on for years and years. These other processes can easily last from 7-10 years, leaving you with a scarred credit rating for just as long.

What we do is simple, yet very effective. We actually assume the debt, so it is no longer your debt - it is ours, and we deal with the whole thing. You just hand it off to us and we do the rest. Any unsecured debt can go into the process: major credit cards, signature loans, store/gas cards, business/personal, even student loans!

After you pay your fee and submit your paperwork, you provide us with enough money to make one more minimum payment on each account that is still with the original creditor, plus \$43 dollars per account that we are doing for you. These are one-time payments. If a minimum payment is less than \$50 you need to bump it up to \$50 so we can show a substantial payment, but if they are asking for a large amount (like if you are behind on payments), you don't have to provide the whole thing - we only need 2% of the balance, which is what credit cards usually require as a minimum payment. So for an example, if you have a balance of \$10,000 on an account, you would need to provide \$200 for a minimum payment, which is 2% of the balance, plus \$43, for a total of \$243. Again, this is a one-time payment. We will use the minimum payment to assume the account, and use the \$43 for consideration payments for 3-5 months past that. These minimum payments can be sent to us as you receive the statements in the mail. If an account is with a collection agency and no longer with the original creditor, you don't need to provide the minimum payment or the \$43. We will still work on the account and offset the debt, but we use slightly different methods that don't require those payments.

To Offset up to 10 accounts or \$100,000 of debt
through CMS the cost is \$3,000

To Offset up to 15 accounts or \$200,000 of debt
through CMS the cost is \$4,000

To Offset up to 20 accounts or OVER \$200,000 of debt
through CMS the cost is \$5,500

Thereafter, an additional \$350.00 per account.

The cost can be paid with a credit card if you have available credit. If you want to pay via credit card, let me know and I will send you an email invoice.

We focus mainly on Contract Law. Here's how it happens: You're probably already aware that in the contract you have with your credit cards, there is a clause that says they can basically change the terms and conditions whenever they want to - right? Well, what's good for the goose is good for the gander. What we'll do is assume the debt, and change the terms and conditions so they're good for us, rather than being good for the credit card.

After you are processed in, when you get a credit card statement, let's say it's from XYZ Bank, take out any ads, but leave in the statement and the return envelope. Instead of making out a check to XYZ Bank for the minimum payment, you make it out to CMS (again, that's us - Court Mediation Services) for the minimum payment + \$43. Slip that into the letter they sent you, then put the whole thing in a bigger envelope and send it to us. When we get it, we'll cash your check made out to us, and we'll write one of our own checks to XYZ Bank for the minimum payment. In

that payment envelope, we also include a brand new set of terms and conditions, and on the check for the minimum payment, we put a note that says that if they cash this check, they agree to the new terms and conditions. And they ALWAYS cash the check – we've done this for years with literally thousands and thousands of accounts, and we have never had a national or regional bank send the check back to us. I'm sure at one time or another you've gotten a check in the mail, probably out of the blue, for \$10 or \$20, that on the back where you endorse it there's fine print that says if you cash this check then you are agreeing to enroll in that company's credit repair program or credit protection program or whatever their service is? This is exactly same thing, except we're doing it to them instead of them doing it to us. Once they cash the check, they have accepted the new terms and conditions.

Those terms and conditions, that new contract, is what does the job. That is how we assume the debt. You will also fill out an official form that is notarized and signed by both parties that says we are assuming the debt, so you have something in your hand, but the new contract switches the debt to us, so they'll start contacting us instead of you. The statements will start coming to us as well. That way you don't have to deal with it. The contract now says that they are not allowed to charge ANY interest rate. It says that the minimum monthly payment is now \$10 a month. It says that they are not allowed to charge any late fees, that they are not allowed to put any negatives on your credit report, and that if they ever HAVE put any negatives on your credit report, they have to take them off. So there is term after term that's now in our favor rather than theirs. The new contract also says that if they BREAK any of the terms, they agree to a financial penalty of anywhere from \$500 - \$2500 per occurrence. You know how right now if you send a payment late to your credit card company, then they'll charge you a late fee? You're paying a financial penalty because you broke the terms of the contract. Again, this is exactly the same thing except we are giving them a taste of their own medicine. The whole purpose of this procedure is to offset the debt. That first month that we send in the minimum payment, we intentionally send it late. And even though they accept the new contract by cashing the check, because it is late they're going to put a late fee on there. Well, according to the new contract, they just broke one of the terms and so have a penalty assessed to them. For the next several months, we will use that \$43 you provided to send them payments of \$10 - \$15 per month. And I can tell you, they will try to charge more than 0% interest, they will try to collect more than \$10 minimum monthly payment, they will put late payment fees on the account, and so on and so on, and every time they do they're racking up penalties. Please understand that when we take over the account, we are willing and able to pay off the entire debt. You're simply paying us to assume your debt for you. We will continue to pay the debt in full, month after month, as long as the creditor follows the terms of the contract. But they simply don't follow the contract. If they did, they would get all the payments. But when we take over the contract, even though it may have a balance of \$10,000, after 4-6 months, because they keep breaking the terms of the new contract, they will owe us several thousand dollars. We could go after them for that amount, and who knows – in the future we may, but as of now that isn't the point. The point is to get rid of the debt, and we use that money they owe us as leverage. We tell them to retire the account or we WILL come after them for that money.

Realize that contract law boils down to the very basics. There are three parts to contract law – the offer, the terms, and the acceptance. We've made an offer of a new contract. The terms and conditions are spelled out right in front of them, and the acceptance is when they cash the check. From that point on, every time they send a statement to us, and every time they accept a payment from us, they are showing performance on the new contract. We also show performance every time we send those minimum payments of \$10-\$15/month.

So we now have a contract that is spelled out, that both parties have accepted, and that both parties have been performing on for months now. Go to any judge or lawyer in the country and they'll tell you that it's pretty cut and dried at that point. It's too late for either one of the parties to come back and say "Wait, I didn't really want that term in there".

The way we used to do this was to provide the clients with all the letters and forms and the client would change their own terms and conditions and so forth with our help and support. What we found was that with about 5-10% of the accounts, the credit card company was bringing a lawsuit against the client. They didn't really have a legal leg to stand on - it was pure intimidation - but even though we would walk someone through what to do, most people didn't want to deal with fighting a lawsuit, even though they were in the right and could expect to win. That's why about 3 years ago we switched to handling everything for the client and assuming the debt. Now, if the credit card company tries to get intimidating and serve a lawsuit, the lawsuit doesn't come against you - it comes against us! And it doesn't intimidate us - being in court is what we do! The contract now shows that THEY are the ones that are in violation of the contract, not us. If they sue us with that situation, it's like saying sic-um to a bulldog - not only will we be game for the fight, but also we'll go after them for the money they owe us.

The creditors also realize this. Since we've been assuming the debt for people we have NEVER been sued by a collector or credit card company. Of course, there is a first time for anything, but as of now it just doesn't happen. And in any case, they would be suing us instead of you, so you are in the clear so allow about 6-8 months for the debt to be offset.

If the account is with a collection agency, we use consumer protection law. We dispute the debt, which means they are then required to give documentary proof that they have actually loaned you money. They haven't - you've never had an agreement with the collection agency. So with a collection agency the method is different, we aren't actually assuming the debt, but the result is the same - the debt is offset.

There are two things I want you to be aware of: 1) You'll probably get some collection calls as the accounts are being switched over to us. Remember, we send the first minimum payment intentionally late to get everything started.

Most people just ignore the calls because they have caller ID, but if you want the calls to stop, pick up the phone and tell them 'I'm sorry; I don't handle financial matters over the phone. Just send it in writing and I'll respond to it that way' and then hang up on them. Don't talk to the collectors. They are just there to intimidate you, to scare you, and to try to trip you up and get you to say something that they can try to use against you, so again - don't talk to the collectors. Tell them that and that usually does it. It's unusual to still get calls after you've told them that a couple of times but if you do, log them and let us know - we can help the calls to stop. When you get something in the mail about one of your accounts, whether it's a statement from the credit card company or a letter from a collector, just put it in a bigger envelope and send it to us within 3 days so we can address it. And again, the address on the account is switched over to us, so you generally won't get any communication after the first month or two. The other time you may get calls is if the bank sells the account to a collection agency 5-6 months down the road. This is normal. Just tell the collection agency the same thing. They are required by law that whenever they take an account; they have to send a letter to let you know within 10 days. When you get a letter like that, just forward it over to us, and within 2 weeks, you shouldn't hear from them again.

2) Expect some negatives on your credit report for about 6 - 12 months. Now remember that putting negatives on your report is against the terms of the contract, but also remember that the whole reason we can do this in the first place is because they don't follow the new contract. They will act as if they are still under the original contract, and we let them do so until the penalties have offset the original debt. So after you have sent us your last credit card statement with the minimum payment and \$43, go forward on your calendar about 7 months and put an 'X' there. When that day comes, pull a credit report on yourself from all three of the agencies and send them to us. We will work to get the negatives taken off for you, because we can show they were violating the contract when they put them there, so those negatives are there by mistake. So allow about 6 months for the debt to offset, then another 6 months to get the negatives corrected.

At the end of that time, about 12-15 months from when you get started, the debt will be gone and your credit report corrected.

3) The cost of the process depends on the amount of debt you have and how you pay for it. For anything up to \$100,000 in unsecured debt, with a maximum allowed of 10 accounts, the cost is a straight \$3000. If you have available credit on your credit card account, most people use that to pay for all or at least as much of the process as possible. That way you can do it with little or no out-of-pocket expense, and remember, they will be repaid completely as long as they abide by the contract. Unfortunately, there isn't any way to do a payment plan if we are doing it for you. Once we have assumed the debt, it's ours, so there isn't any way to give it back to you if you quit making payments. If you absolutely need a payment plan, we can't do this process for you. We do have a settlement program that will reduce your debt to usually ½ or better with less of a fee than you'll find anywhere else, but that doesn't keep nearly as much money in your pocket.

I hope this information helps. I will be in touch with you by phone to answer any additional questions you may have.

Alex Collin
813-997-1351
<http://amcollin.com/debtrelief.htm>

Office Hours:
Mon through Thu: 10am - 8pm EST
Fri: 9am - 12pm EST

Get out of the red.