

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

Kimberly Kipp,	)	
	)	
Plaintiff,	)	CASE NO.: 1:15-cv-1628
	)	
v.	)	
	)	JUDGE:
Debt Relief Advocates, LLC,	)	
	)	
and	)	<b>Complaint For Money Damages And</b>
	)	<b>Injunctive Relief</b>
Debt Arbitrators, LLC,	)	
	)	
Defendants.	)	<b>Jury Demand Endorsed Hereon</b>
	)	

For her complaint against the defendants, plaintiff Kimberly Kipp states as follows:

**Introduction**

1. This is an action for damages brought by an individual consumer against the defendants for violations of the Fair Credit Reporting Act, 15 U.S.C, §§1681 - 1681x, the Ohio Consumer Sales Practices Act, Oh. Rev. Code §§ 1345.01-1345.99, the Ohio Debt Adjustment Companies Act, §§4710.01-4701.99, and the Ohio Credit Services Organization Act, Oh. Rev. Code §§4712.01-4712.99, all of which were violated as part of a venture to advertise, promote and operate a business of soliciting clients for debt settlement and credit repair.
2. Defendants unlawfully obtained Plaintiff's consumer reports and used them illegally to obtain information for the purpose of soliciting Plaintiff for debt settlement and credit repair services.

**Parties**

3. Plaintiff Kimberly Kipp ("Kipp ") is an individual resident of Ashland County, Ohio.

4. Upon information and belief, defendant Debt Arbitrators, LLC is a Texas limited liability company engaged in marketing debt settlement services to consumers.

5. Debt Arbitrators, LLC's principal place of business is located at 350 N. Saint Paul Street, Dallas, Texas 75201.

6. Debt Arbitrators, LLC regularly solicits Ohio consumers for debt settlement services, and specifically has solicited Kipp by sending the mailer attached as Kipp Exhibit 1, page 5, to this complaint.

7. Upon information and belief, defendant Debt Relief Advocates, LLC is a Delaware limited liability company engaged in the marketing of debt settlement services to consumers.

8. Debt Relief Advocates, LLC's principal place of business is located at 5068 W. Plano Parkway, Suite 300, Plano, Texas 75093-4441.

9. Debt Arbitrators, LLC regularly solicits Ohio consumers for debt settlement services, and specifically has solicited Kipp by sending the two mailers attached as Kipp Exhibit 1, pages 3-4 to this complaint.

#### **Jurisdiction and Venue**

10. The court has primary jurisdiction over plaintiff's federal cause of action pursuant to 28 U.S.C. §1331 and the Fair Credit Reporting Act, 15 U.S.C. §1681p.

11. The court has supplemental jurisdiction pursuant to 28 U.S.C. §1367(a) over the claims plaintiff brings for violation of the Ohio Consumer Sales Practices Act, Oh. Rev. Code § 1345.04, the Ohio Credit Services Organization Act, Oh. Rev. Code §4712.10, and the Ohio Debt Adjustment Companies Act, §4710.04(A).

12. Venue is proper in this court pursuant to 28 U.S.C. §1391(b)(2) and Oh. Northern Dist. Loc. R. 3.8(a) in that most of the deceptive acts committed by defendants were in the form of

written solicitations sent to Kipp's residential address in Ashland, Ohio in an attempt to obtain her business.

13. Debt Relief Advocates, LLC and Debt Arbitrators, LLC had knowledge their mailers were likely to deceive Ohio consumers and Kipp.

14. Debt Relief Advocates, LLC and Debt Arbitrators, LLC further knew or should have known the data used in the mailing campaign originated from Kipp's consumer reports, and had knowledge its agents were accessing Kipp's consumer reports on behalf of Debt Relief Advocates, LLC and Debt Arbitrators, LLC for an impermissible use.

15. For the purposes of this complaint, unless otherwise indicated, the terms "Defendants", "Debt Relief Advocates, LLC" and "Debt Arbitrators, LLC" include all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of Debt Arbitrators, LLC and Debt Relief Advocates, LLC.  
caption.

#### **Statement Of Facts**

16. Debt Arbitrators, LLC and Debt Relief Advocates, LLC are in the business of marketing to consumers in financial distress in order to obtain the consumers' debt settlement or credit counseling business for companies, including themselves.

17. In order to target their marketing, Debt Arbitrators, LLC and Debt Relief Advocates, LLC obtain lists of consumers, including a list with Kipp's information, who maintain high credit card balances and other factors that indicate financial distress. Upon information and belief, the list at issue originated with a consumer reporting agency.

18. The defendants knew or recklessly ignored the fact that they were obtaining data which originated with a consumer reporting agency.

19. Upon information and belief, Debt Arbitrators, LLC and Debt Relief Advocates, LLC either directly, or through other marketing agents, obtained information on Kipp's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living from a "consumer reporting agency" as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681a(f).

20. Upon information and belief, the defendants used the impermissibly obtained information to market debt settlement services to Kipp.

21. The information is therefore a "consumer report" as defined by the Fair Credit Reporting Act, 15 U.S.C. §1681a(d).

22. The defendants compiled the consumer reports in a joint venture to advertise, promote and operate a business of soliciting clients for their debt settlement and credit counseling services or for the services of other companies.

23. Obtaining and using a consumer report for marketing is an impermissible purpose in violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(f).

24. As an integral part of Defendants' marketing, Kipp received the mailed solicitations attached as Kipp Exhibit 1, pages 3-5.

25. Kipp is a "consumer" as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681a(c) and the Ohio Consumer Sales Practices Act, R.C. § 1345.01(D).

26. Debt Relief Advocates, LLC and Debt Arbitrators, LLC are each a "supplier" as defined by the Oh. Rev. Code § 1345.01(C) because the defendants were engaged in the business of debt adjusting, budget counseling, debt management, or debt pooling services, or holding oneself out, by words of similar import, as providing services to debtors in the management of their debt to a

consumer in the State of Ohio for purposes that were primarily for personal, family or household use.

**Count 1: Willful Noncompliance in Violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681n**

27. All prior paragraphs are incorporated by reference into this claim for relief.

28. Debt Relief Advocates, LLC and Debt Arbitrators, LLC willfully obtained and used Kipp's consumer reports without a permissible purpose in violation of 15 U.S.C. §§ 1681b and 1681n.

29. As a direct and proximate result of Debt Relief Advocates, LLC and Debt Arbitrators, LLC willful and improper use of Kipp's consumer reports, Kipp has incurred actual damages in amounts to be proven at trial.

**Count 2: Negligent Noncompliance in Violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681n**

30. All prior paragraphs are incorporated by reference into this claim for relief.

31. Debt Arbitrators, LLC and Debt Relief Advocates, LLC negligently obtained and used Kipp's consumer report without a permissible purpose in violation of 15 U.S.C. §§ 1681b and 1681o.

32. As a direct and proximate result of the defendants negligent noncompliance with 15 U.S.C. §1681n, Kipp has incurred actual damages in an amount to be proven at trial.

**Count 3: Violations of the Ohio Consumer Sales Practices Act**

33. All prior paragraphs are incorporated by reference into this claim for relief.

34. Kipp is a "consumer" as defined by the Ohio Consumer Sales Practices Act, Oh. Rev. Code § 1345.01(D).

35. Debt Relief Advocates, LLC and Debt Arbitrators, LLC are each a “supplier” as defined by the Ohio Consumer Sales Practices Act, Oh. Rev. Code § 1345.01(C), because each defendant was engaging in the business of effecting “consumer transactions”, either directly or indirectly, by engaging in the business of consumer debt settlement and consumer debt adjustment services, or holding oneself out, by words of similar import, as providing consumer debt adjustment and settlement services to a consumer in the State of Ohio for purposes that were primarily for personal, family or household use.

36. The defendants committed unfair, deceptive and unconscionable acts or practices in violation of Oh. Rev. Code §§ 1345.02(A) and/or 1345.03(A) of the Consumer Sales Practices Act including but not limited to the following:

- a. the defendants failed to register with the Ohio Secretary of State prior to doing business in Ohio as required by Oh. Rev. Code § 1703.03;
- b. the defendants made false, unfair, deceptive, or misleading statements to induce a consumer to pay for their purported services, by sending the mailers attached as Kipp Exhibit 1 pages 3-5 to Kipp, which did the following:
  - i. falsely claimed Kipp owed balances of \$15,000.00;
  - ii. falsely claimed settlement amounts of \$8,550.00 and \$9,300.00.
  - iii. falsely implied that defendants can legally perform debt adjustment services in Ohio;
  - iv. made false or misleading statements to induce a purchaser to pay for services in violation of R.C. § 1345.02(A).

- v. representing that the subject of the consumer transaction has sponsorship, approval, performance characteristics, accessories, uses or benefits that it does not.
- vi. knowing of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction.
- vii. used a sales presentation which makes the material facts of the offer misleading or conveys or permits an erroneous impression as to the services offered for sale.
- viii. indicating that Kipp's debt would be reduced to less than what she owed when Defendants had no knowledge that Kipp's debts could be renegotiated.
- ix. indicating that an "open enrollment" period existed
- x. indicating that Kipp must call by a specific deadline in order to "activate your program immediately."
- xi. indicating reference numbers "511A-155698," "511C-155698," and "BOJ-3950" existed when no such reference number existed.
- xii. indicating Kipp had a personalized debt mediation program that she needed to "activate" such as that described in Kipp Exhibit 1, pages 1-2;

37. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, Oh. Rev. Code § 1345.01 et seq.

38. The defendants committed said violations after such decisions were available for public inspection pursuant to Oh. Rev. Code § 1345.05(A)(3).

39. Specifically, the following cases have held that the acts and practices committed by the defendants violate the Ohio Consumer Sales Practices Act: *State of Ohio ex rel. DeWine v.*

*Nelson Gamble & Associates* (Franklin Co. Ct. C.P. 2012), Case No.: 12 CV 3049 (PIF# 1003127); *State of Ohio ex rel. DeWine v. Rojas* (Cuyahoga Co. Ct. C.P. 2012), Case No.: CV-12-780588, (PIF# 10003040); *State of Ohio ex rel. Rogers v. Lavensky* (Cuyahoga Co. Ct. C.P. 2008), Case No.: CV-07-632077 (PIF# 10002711); and *State of Ohio ex rel. Cordray v. Brotherton* (Greene Co. Ct. C.P. 2009), Case No.: 2009 CV 0709 (PIF # 10002831).

40. The defendants knowingly committed the unfair, deceptive, and unconscionable acts and practices.

41. As a direct and proximate result of Defendants' unfair, deceptive, and unconscionable acts and practices, Kipp has been damaged in amounts to be proven at trial.

**Count 4: Violation of the Ohio Debt Adjustment Companies Act**

42. All prior paragraphs are incorporated into this claim for relief by reference.

43. Kipp is a “consumer” as defined by the Ohio Consumer Sales Practices Act, Oh. Rev. Code § 1345.01(D).

44. Each named defendant is a “person” as defined by the Ohio Debt Adjustment Companies Act, Oh. Rev. Code § 4710.01(A) engaged in the act of “debt adjusting” as defined by Oh. Rev. Code § 4710.01(B).

45. Each named defendant is also a “supplier” as defined by the Ohio Consumer Sales Practices Act, Oh. Rev. Code § 1345.01(C), because each defendant was engaging in the business of effecting “consumer transactions”, either directly or indirectly, by engaging in the business of consumer debt settlement and consumer debt adjustment services, or holding oneself out, by words of similar import, as providing consumer debt adjustment and settlement services to a consumer in the State of Ohio for purposes that were primarily for personal, family or household use.



46. The defendants committed unfair, deceptive and unconscionable acts or practices in violation of Oh. Rev. Code §§ 1345.02(A) and/or 1345.03(A) of the Consumer Sales Practices Act including but not limited to the following:

- a. the defendants operated a debt settlement company in the State of Ohio without complying with applicable Ohio law, namely, Oh. Rev. Code § 4710, et seq.;
- b. the defendants failed to register with the Ohio Secretary of State prior to doing business in Ohio as required by Oh. Rev. Code § 1703.03;
- c. the defendants engaged in debt adjustment activities, including representing themselves to Ohio consumers as being able to affect the adjustment, compromise, or discharge of any account, note, or other indebtedness of consumers who sign up for the defendants' services, without complying with Oh. Rev. Code §§ 4710.02(A) and (B);
- d. the defendants made false, unfair, deceptive, or misleading statements to induce a consumer to pay for their purported services, by sending the mailers in Kipp Exhibit 1, pages 3-5, which did the following:
  - i. falsely claimed Kipp owed balances of \$15,000.00 falsely claims settlement amounts of \$8,550.00 and \$9,300.00.
  - ii. falsely implied that defendants can legally perform debt adjustment services in Ohio;
  - iii. made false or misleading statements to induce a purchaser to pay for services in violation of R.C. § 1345.02(A).
  - iv. representing that the subject of the consumer transaction has sponsorship, approval, performance characteristics, accessories, uses or benefits that it does not.

- v. knowing of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction.
  - vi. used a sales presentation which makes the material facts of the offer misleading or conveys or permits an erroneous impression as to the services offered for sale.
  - vii. indicating that Kipp's debt would be reduced to less than what she owed when Defendants had no knowledge that Kipp's debts could be renegotiated.
  - viii. indicating that an "open enrollment" period existed
  - ix. indicating that Kipp must call by a specific deadline in order to "activate your program immediately."
  - x. indicating reference numbers "511A-155698," "511C-155698," and "BOJ-3950" existed when no such reference number existed.
  - xi. indicating Kipp had a personalized debt mediation program as described in Kipp Exhibit 1 pages 1-2 that she needed to "activate";
- e. the defendants failed to arrange for and undergo an audit conducted by an independent, third party, certified public accountant of his business and then file the audit and opinion with the consumer protections division of the attorney general in violation of Oh. Rev. Code §§ 4710.02(D)(1-2) and 4710.02(F)(2); and
- f. the defendants failed to obtain and maintain insurance coverage of not less than \$100,000.00 for employee dishonesty, forgery, and fraud in violation of Oh. Rev. Code §§ 4710.02(E)(1) &(2) and 4710.02(F)(2).
47. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, Oh. Rev. Code § 1345.01 et seq.

48. The defendants committed said violations after such decisions were available for public inspection pursuant to Oh. Rev. Code § 1345.05(A)(3).

49. Specifically, the following cases have held that the acts and practices committed by the defendants violate the Ohio Consumer Sales Practices Act: *State of Ohio ex rel. DeWine v. Nelson Gamble & Associates* (Franklin Co. Ct. C.P. 2012), Case No.: 12 CV 3049 (PIF# 1003127); *State of Ohio ex rel. DeWine v. Rojas* (Cuyahoga Co. Ct. C.P. 2012), Case No.: CV-12-780588, (PIF# 10003040); *State of Ohio ex rel. Rogers v. Lavensky* (Cuyahoga Co. Ct. C.P. 2008), Case No.: CV-07-632077 (PIF# 10002711); and *State of Ohio ex rel. Cordray v. Brotherton* (Greene Co. Ct. C.P. 2009), Case No.: 2009 CV 0709 (PIF # 10002831).

50. The defendants knowingly committed the unfair, deceptive, and unconscionable acts and practices.

51. As a direct and proximate result of Defendants' unfair, deceptive, and unconscionable acts and practices, Kipp has been damaged in amounts to be proven at trial.

**Count 5: Violations Of The Ohio Credit Services Organization Act**

52. All prior paragraphs are incorporated by reference into this claim for relief.

53. Defendants are a credit services organization as defined by R.C. §4712.01(C)(1).

54. Kipp is a buyer as defined by R.C. §4712.01(A)

55. Defendants have failed to register as a credit services organization with the Ohio Division of Financial Institutions in violation of R.C. § 4712.02(A).

56. Defendants solicited Kipp with mailed letters in order to provide the services of a credit services organization. Exhibits A-1, A-2 and A-3 claimed Kipp's "estimated creditor balances of \$15,000" may be settled for "8,550.00."

57. Defendants solicited buyers with mailed letters in order to provide the services of a credit services organization. Kipp Exhibit 1 pages 3-5 claimed Kipp would pay either "\$360.00" or "\$335.00."

58. Pursuant to R.C. §4712.11(A), Defendants' violation of R.C. §4712.02(A) constitutes unfair or deceptive acts or practices in violation of R.C. §1345.02.

59. As a direct and proximate result of the defendants' violation of the Ohio Credit Services Organization Act, Kipp has been damaged in amounts to be proven at trial.

### **Prayer For Relief**

**Wherefore**, Kipp respectfully requests that this Court:

60. Issue a declaratory judgment that Defendants engaged in acts and practices in violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., the Ohio Consumer Sales Practices Act, R.C. §1345.01, et seq.; the Ohio Debt Adjustment Companies Act, § 4712.01 et seq. and the Credit Services Organization Act, R.C. § 4712.01 et seq.

61. Issue a permanent injunction enjoining Defendants from further collecting credit information in violation of the Fair Credit Reporting Act and engaging in the acts and practices which Kipp complains in the State of Ohio until complying with the laws of the State of Ohio, and satisfaction of any monetary obligations to Kipp;

62. Award statutory and actual damages in the amounts proven at trial;

63. Enter judgment against the Defendants in the amount of three times the actual damages or \$200.00 for each unlawful act specified, whichever is greater, pursuant to R.C. § 1345.09(B);

64. Award costs and reasonable attorney's fees;

65. Award punitive damages in amounts to be proven at trial;

66. Award pre-judgment and post-judgment interest; and

67. Award Kipp any other legal or equitable relief to which she may be entitled.

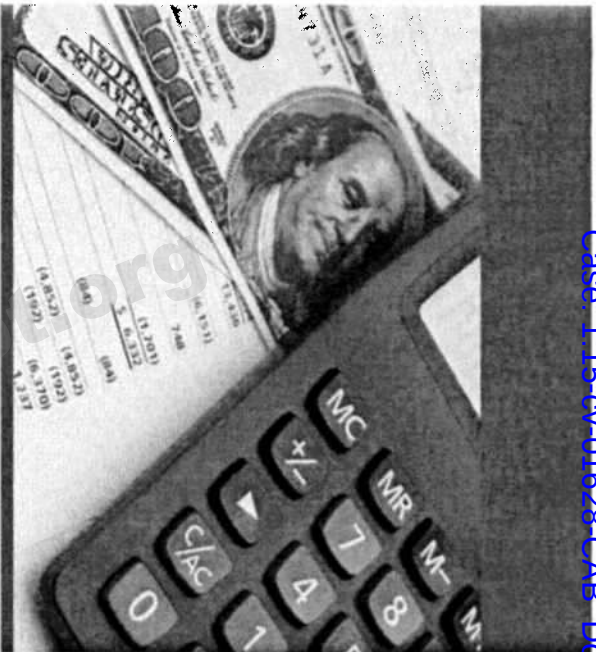
**Demand For A Jury Trial**

68. Pursuant to Fed. R. Civ. P. 38, Kipp demands a trial by jury on all contested issues of fact.

Respectfully submitted,

/s/ Matthew L. Alden  
Matthew L. Alden (0065178)  
Luftman, Heck & Associates LLP  
2012 West 25th Street  
Suite 701  
Cleveland, Ohio 44113-4131  
Phone: 216-978-4778  
Fax: 216-539-9326  
malden@lawlh.com

Counsel for Plaintiff Kimberly Kipp



## Debt Arbitrators



FALL 2013 CATALOG

Products and Services

Call 1-800-207-0156

Who We Are and What We Do

Debt Negotiation Products

We are here to help facilitate settlement offers directly with your creditors for less than what you owe. Our program can help reduce your unsecured debt such as from credit cards, medical bills, student loans, lines of credit and personal loans, often for less than what is owed. To take advantage of this program, just call us at 1-800-207-0156.

We are here to help with your credit card or unsecured debt. We understand the impact debt has on your life and will work with you as a team to help find solutions to your financial challenges.

This catalog features many products and services that can help you reach your financial goals, saving you time, money and stress. You can then save for what's really important in life — retirement, college education or even a new home.

To get started, just call us at 1-800-207-0156 to order any of the products or services featured in this catalog.

*The material presented in this catalog provides you with the opportunity to begin a debt negotiation plan that may significantly decrease the balances you owe on credit cards and other unsecured debts.*

Everybody is in a different situation, so we do our best to account for each unique circumstance when developing a personalized debt negotiation program. We have developed a variety of solutions based on your needs because we understand that the length of time to complete the program varies with each individual. Our programs range from 12 – 42 months. Let us serve you today.

#### 12 Month Plan

This program is usually for consumers with a meaningful amount of cash on hand who have funds available to negotiate sooner rather than later.

#### 24 Month Plan

This program is usually for consumers with a moderate amount of cash on hand or who are able to afford a larger savings payment.

#### 36 Month Plan


This option is selected by most customers. Designed for people who are trying to eliminate their debt over the course of three years with a reasonable savings payment and who have unsecured debt from multiple creditors.

#### 42 Month Plan


This is typically for customers with a large amount of unsecured debt — \$30,000 to \$100,000 or more owed to multiple creditors.

 **Debt Arbitrators**

**Call 1-800-207-0156**

 DebtArbitrators

Call 1-800-207-0156

 DebtArbitrators

Call 1-800-207-0156

**Call now to order what works best for you.**

Custom programs are available based on several factors including your debt load and ability to save. Upon completion of the program and once your debts have been re-negotiated and settled, all of the major credit bureaus should be notified by your creditors that your debts have been satisfied and paid off or less than the total balance owed.

**Activation Final Notice**

1-800-646-9921

Reference Number: 511C-155698  
Est. Creditor Balances: \$15,000  
Projected Settlement Offers: \$9,300

Attn: Kimberly Kipp  
Re: Your Renegotiated Credit Card Balance Activation Expiration

You have NOT responded to the Activation Notice we recently sent you.  
Please call 1-800-646-9921 no later than: 06/26/2014.

You have an opportunity to activate a debt mediation plan that will reduce your debt balances to less than what you owe. You may qualify for one of our programs with a payment of:

Est. Program Payment: \$360

This is your final notice that your open enrollment will expire on 06/26/2014. Please call 1-800-646-9921 to activate your program before it is too late.

Once your credit card debt has been renegotiated, all three credit bureaus should be notified by your creditors that your debt has been satisfied and paid in full for less than the balance owed.

Call The Activation Department at 1-800-646-9921.

Sincerely,



Activation Department

Office Hours: 9:00am to 9:00pm EST Monday through Friday  
10:00am to 5:00pm EST Saturday

This is a communication from Debt Relief Advocates, LLC. This is an attempt to facilitate a renegotiation of debts directly with your creditors including credit cards and other unsecured loans. Balances being used above are only estimates. Debt Relief Advocates, LLC, is not a lender, creditor, or debt collector. Information used in this offer was obtained from public sources and any person can opt out by going to: [www.opt-out-ua.com](http://www.opt-out-ua.com). Not available in all states.



R3211 sfd5 4f53 s4df 5d43 4f

DRA  
5068 W. Plano Parkway #300  
Plano, TX 75093-4441

PRSR STD  
US POSTAGE  
PAID  
DALLAS, TX  
PERMIT# 3213

**FINAL NOTICE ENCLOSED**

WARNING: 52 000 FINE, 5 YEARS IMPRISONMENT, OR BOTH  
FOR ANY PERSON INTERFERING OR OBSTRUCTING WITH  
DELIVERY OF THIS LETTER, TITLE 18 U.S. CODE SEC. 1702

Kimberly Kipp  
1175 Columbus Cir N  
Ashland, OH 44805-4518





**DRRA**

*Activation Notice*  
1-800-983-5062

5068 W. Plano Parkway #300  
Plano, TX 75093-4441

Reference Number: 511A-155698  
Est. Creditor Balances: \$15,000  
Projected Settlement Offers: \$9,300

Kimberly Kipp  
1175 Columbus Cir. N  
Ashland, OH 44805-4518



Attn: Kimberly Kipp  
Re: Your Renegotiated Credit Card Balance Activation

**Your credit card balance mediation program has not been activated.  
Please call 1-800-983-5062 no later than: 05/17/2014**

You have an opportunity to activate a debt mediation plan that will reduce your debt balances to less than what you owe. You may qualify for one of our programs with a payment of:

**Est. Program Payment: \$360**

We have extended your open enrollment to 05/17/2014. Please call 1-800-983-5062 to activate your program immediately.

Once your credit card debt has been renegotiated, all three credit bureaus should be notified by your creditors that your debt has been satisfied and paid in full for less than the balance owed.

Call The Activation Department at 1-800-983-5062.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Berman".

The Activation Department

Office Hours: 8:00 am to 8:00 pm CST Monday through Friday  
9:00 am to 4:00 pm CST Saturday

This is a communication from Debt Relief Advocates, LLC. This is an attempt to facilitate a renegotiation of debts directly with creditors including credit cards and other unsecured loans. Balances being used above are only estimates. Debt Relief Advocates, LLC is not a lender, creditor or debt collector. Information used in this offer was obtained from public sources and any person can opt out by going to [www.mmr-cpa.com](http://www.mmr-cpa.com). Not available in all states.



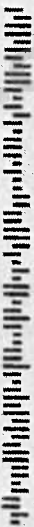
**DA**

15851 Dallas Pkwy Ste 600  
Addison, TX 75001

*Activation 2nd Notice*  
1-800-207-0156

Reference Number: B0J-3950  
Est. Creditor Balances: \$15,000.00  
Projected Settlement Offers: \$1,550.00

Kimberly Kipp  
1175 Columbus Cir N  
Ashland OH 44805-4518



Attn: Kimberly Kipp  
Re: Your Renegotiated Credit Card Balance Activation Reminder

You have NOT responded to the first catalog we sent you on 12/3/2013  
Please call 1-800-207-0156 no later than: 1/31/2014

Per your 2013 Fall Catalog, you have an opportunity to activate a debt mediation plan that will reduce your debt balances to less than what you owe. You may qualify for one of our programs with a payment of:

Est. Program Payment: \$335.00

We have extended your open enrollment to 1/31/2014. Please call the catalog number 1-800-207-0156 to activate your program immediately.

Once your credit card debt has been renegotiated, all three credit bureaus should be notified by your creditors that your debt has been satisfied and paid in full for less than the balance owed.

Call The Activation Department at 1-800-207-0156.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberly Kipp".

The Activation Department

Office Hours: 8:00 am to 8:00 pm CST Monday through Friday  
9:00 am to 4:00 pm CST Saturday

This is a communication from Debt Arbitrators. This is an attempt to facilitate a renegotiation of debts directly with creditors including credit cards, medical bills and student loans. Balances being used above are only estimates. Debt Arbitrators is not a lender, creditor, or debt collector. Please refer to your catalog for program options. Information used in this offer was obtained from public sources and any person can opt out by calling the number listed on the catalog or by going to: [www.mall-ops-out.org](http://www.mall-ops-out.org). Not available in all states. You can view the catalog you have now or at <http://www.debtarbitrators.com/fall2013catalog>.

