

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

IN RE: §  
CREDIT ALLIANCE GROUP, INC. § CASE NO. 13-10876-KSJ  
DEBTOR. § CHAPTER 7

**JOINT MOTION OF THE STATE OF TEXAS AND THE CHAPTER 7 TRUSTEE TO PROVIDE NOTICE TO APPROXIMATELY 3,000 CONSUMERS AND TO APPROVE A SPECIAL FORM OF NOTICE AND TO ESTABLISH A SPECIAL CONSUMER BAR DATE AND TO APPROVE A SPECIAL PROOF OF CLAIM FORM**

1. Comes now the State of Texas by and through the Texas Attorney General (the “Texas Attorney General”) and Richard B. Webber, Chapter 7 trustee (the “Chapter 7 trustee” and together, the “Parties”) and file this Joint Motion of the State of Texas and the Chapter 7 Trustee to Provide Notice to Approximately 3,000 Consumers and to Approve a Special Form of Notice and to Establish a Special Consumer Bar Date and to Approve a Special Proof of Claim Form (the “Motion”). More than 3,000 Consumers<sup>1</sup> of Credit Alliance Group, Inc. (“CAG”) and Shane Garner (“Garner”) have been defrauded of more than \$12,100,000<sup>2</sup> and only approximately sixty (60), or just 2%, have received notice of either CAG’s or Garner’s bankruptcies. Due process requires that these Consumers are provided notice of this bankruptcy and its associated deadlines. Therefore, this Motion seeks to provide Consumers with notice using a simplified Special Form of Notice. Further, this Motion seeks to establish a Special Consumer Bar Date and seeks approval of a simplified Special Proof of Claim Form and its

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<sup>1</sup> Hereinafter, the term “Consumer” shall refer to persons who either entrusted or paid funds to Shane V. Garner, Credit Alliance Group, Inc., or Credit Services Today for the purpose of obtaining debt settlement and/or debt management services.

<sup>2</sup> See Final Judgment and Permanent Injunction, Attached hereto as Exhibit C.

instructions. The Parties believe that providing notice, approving the Special Form of Notice, setting a Special Consumer Bar Date, and providing a Special Proof of Claim form is in the best interest of judicial economy and will conserve the Parties' limited resources.<sup>3</sup>

BASIS FOR RELIEF REQUESTED

2. On November 12, 2013, this Court issued a Notice of the Deadline to file Proofs of Claim and set the deadline as February 14, 2014. (Docket No. 17.) Approximately 3,000 Consumers did not receive such notice.

3. Despite the scale of CAG's and Garner's wrongdoing, Garner's initial schedules did not list a single Consumer as a creditor and CAG's initial schedules only listed between two to four Consumers as creditors. On October 2, 2013, Garner filed an amended Schedule F, which added sixty-four (64) creditors. It appears that each of the creditors added is a defrauded Consumer. (Docket No. 26.) CAG has never filed any amended schedules.

4. Therefore, there are still approximately 3,000 Consumers who are unaware of either of these bankruptcies and the current Proofs of Claim deadline.

5. The Parties assert that it would be a violation of Due Process for the claims of the Consumers who have not been notified of the bankruptcy or the bar date to be discharged. It would also be inefficient, impracticable, and unreasonable to expect each of the Consumers who have not received notice to argue that their debt is excepted from discharge pursuant to 11 U.S.C. § 523(a)(3).

6. The Parties believe that providing notice, approving the Special Form of Notice, setting a Special Consumer Bar Date, and providing a Special Proof of Claim form is the best solution in light of the number of affected Consumers.

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<sup>3</sup> The procedural background and state court case background are fully recounted in the attached Appendix.

7. Further, the Parties believe this approach is in the best interest of judicial economy and will conserve the Parties' limited resources.

8. As this Honorable Court knows, bankruptcy courts are courts of equity with broad equitable powers. *Ranch House of Orange-Brevard, Inc. v. Gluckstern (In re Ranch House of Orange-Brevard, Inc.)*, 773 F.2d 1166, 1169 (11th Cir. 1985). In other words, bankruptcy proceedings are inherently equitable. *Nordberg v. Granfinanciera, S.A. (In re Chase & Sanborn Corp.)*, 835 F.2d 134, 1349 (11th Cir. 1988), judgment rev'd on other grounds, 492 U.S. 33, 109 (1989).

9. Section 105 of the Bankruptcy Code codifies the traditional equitable powers of the bankruptcy court. Section 105 provides: "(a) The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105 (2012).

10. Additionally, other courts facing similar factual scenarios have established a special consumer bar date. *See, e.g., In re U.S. Fidelis, Inc.*, 481 B.R. 503, 525-530 (Bankr. E.D. Mo. 2012) (confirming plan and fixing bar date for consumer claims and citing Solicitation Order dated June 5, 2012); *see In re U.S. Fidelis, Inc.*, case no. 10-41902, United States Bankruptcy Court for the Eastern District of Missouri, at Docket No. 1101, pg. 6.

#### RELIEF REQUESTED

11. Based on the foregoing, the Parties seek to have the trustee provide notice to Consumers using the Special Form of Notice substantially in the form shown in Exhibit A.

12. Further, the Parties request that the Court establish a Special Consumer Bar Date for a date this Court considers reasonable. The Parties recommend December 1, 2014 as a reasonable Special Consumer Bar Date.

13. Finally, the Parties request that this Court approve the Special Proof of Claim Form and its instructions substantially in the form shown in Exhibit B.

14. The Texas Attorney General anticipates providing the trustee with the information necessary for the trustee to deliver to as many of the Consumers as practicable a copy of the Order, Special Form of Notice (which will indicate the Special Consumer Bar Date), and the Special Proof of Claim form.

15. Between ten (10) to twenty (20) Consumers have already filed proofs of claim with the Bankruptcy Court in the CAG and Garner cases. The Parties propose that these Consumers will not be required to file a separate Consumer Proof of Claim in order to participate in any trustee distributions.

16. Further, considering the nature of the claims, the Parties request that any Consumer claim filed in either the CAG or Garner case be considered to have been filed in both cases.

17. The Parties further pray for such relief as the Court may find just and equitable.

Respectfully submitted,

GREG ABBOTT  
Attorney General of Texas

DANIEL T. HODGE  
First Assistant Attorney General

JOHN B. SCOTT  
Deputy Attorney General for Civil Litigation

RONALD R. DEL VENTO  
Assistant Attorney General  
Chief, Bankruptcy & Collections Division

/s/ Charlie Shelton  
CHARLIE SHELTON\*  
Texas State Bar No. 24079317

Assistant Attorney General  
Bankruptcy & Collections Division  
P. O. Box 12548  
Austin, Texas 78711-2548  
P: (512) 463-2173/F: (512) 482-8341  
E-mail: charlie.shelton@texasattorneygeneral.gov  
ATTORNEYS FOR THE STATE OF TEXAS  
*\*admitted to appear pro hac vice at docket no. 23*

***Pursuant to Local Rule 9011-4(d) regarding signatures, Charlie Shelton attests that concurrence in the filing of this paper has been obtained.***

CHERYL MARIE BRITTLE  
Assistant Attorney General  
Florida Bar I.D. No. 786421  
Office of the Attorney General  
1300 Riverplace Boulevard, Suite 405  
Jacksonville, Florida 32207-1815  
PH 904/348-2720 / FAX 904/858-6918  
Email: britt.brittles@myfloridalegal.com  
LOCAL COUNSEL FOR THE STATE OF TEXAS

/s/ Richard B Webber II [signed with permission]  
Richard B Webber II, Esquire  
Zimmerman, Kiser & Sutcliffe  
PO Box 3000  
Orlando, FL 32802-3000  
Phone: (407)563-4328  
Facsimile: (407)425-2747  
E-mail: rschohl@zkslawfirm.com

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing Joint Motion of the State of Texas and the Chapter 7 Trustee to Provide Notice to Approximately 3,000 Consumers and to Approve a Special Form of Notice and to Establish a Special Consumer Bar Date and to Approve a Special Proof of Claim Form has been served via the Court's Electronic Filing System on all parties requesting notice in this proceeding and that copies were mailed to the counsel and parties listed below, via first class U.S. Mail, postage prepaid on August 1, 2014.

Credit Alliance Group, Inc.  
P.O. Box 1134  
Lady Lake, Florida 32954

Christopher J. Shipley  
Shipley Law Firm  
20110 U.S. Highway 441  
Mount Dora, FL 32757

Shane V. Garner  
P.O. Box 47196  
Seattle, Washington 98146

*Attorney for Debtor*

***Debtors***

Richard B Webber, Trustee  
Post Office Box 3000  
Orlando, FL 32802

Bradley Scott Anderson  
3604 Casaba Loop  
Valrico, FL 33594  
*Attorney for Trustee*

***Trustee***

Dallas County  
Linebarger Goggan Blair & Sampson, LLP  
c/o Elizabeth Weller  
2323 Bryan Street Ste 1600  
Dallas, TX 75201

Office of the United States Trustee  
George C Young Federal Building  
400 West Washington Street, Suite 1100  
Orlando, FL 32801

*United States Trustee*

***Creditor***

Steven M Vanderwilt  
9940 Hood Road  
Jacksonville, FL 32257

***Accountant***

/s/ Charlie Shelton  
Charlie Shelton  
Assistant Attorney General

**CERTIFICATE OF SERVICE**

I hereby further certify that on August 1, 2014, a true and correct copy of the Joint Motion of the State of Texas and the Chapter 7 Trustee to Provide Notice to Approximately 3,000 Consumers and to Approve a Special Form of Notice and to Establish a Special Consumer Bar Date and to Approve a Special Proof of Claim Form was served via electronic mail to following Attorney General Offices:

Noel S. Barnes  
Assistant Attorney General  
Consumer Protection Chief  
Office of the Attorney General Alabama  
nbarnes@ago.state.al.us

Signe Andersen  
Chief Assistant Attorney General  
Office of the Attorney General Alaska  
signe.andersen@alaska.gov

Thomas Chenal  
Public Advocacy Division Chief Counsel  
Office of the Attorney General Arizona  
thomas.chenal@azag.gov

Jim DePriest  
Deputy Attorney General  
Office of the Attorney General Arkansas  
jim.depriest@arkansasag.gov

Frances T. Grunder  
Senior Assistant Attorney General  
Office of the Attorney General California  
Frances.Grunder@doj.ca.gov

Jan Michael Zavislan  
Deputy Attorney General  
Consumer Protection Section  
Office of the Attorney General Colorado  
jan.zavislan@state.co.us

Phillip Rosario  
Consumer Protection Chief  
Assistant Attorney General  
Office of the Attorney General Connecticut  
phillip.rosario@ct.gov

Gregory Strong  
Director, Consumer Protection Unit  
Office of the Attorney General Delaware  
gregory.strong@state.de.us

Bennett Rushkoff  
Section Chief, Public Advocacy Section  
Office of the Attorney General District of  
Columbia  
Bennett.rushkoff@dc.gov

Trish Conners  
Associate Deputy Attorney General  
Office of the Attorney General Florida  
trish.conners@myfloridalegal.com

Anne Infinger  
Deputy Administrator of Consumer  
Protection  
Office of the Attorney General Georgia  
anne.infinger@ocp.ga.gov

Bruce B. Kim  
Executive Director  
Office of the Attorney General Hawaii  
bkim@dcca.hawaii.gov

Brett T. DeLange  
Division Chief, Deputy Attorney General  
Office of the Attorney General Idaho  
brett.delange@ag.idaho.gov

Deborah Hagan  
Division Chief, Consumer Protection  
Division  
Office of the Attorney General Illinois  
dhagan@atg.state.il.us

Abigail Kuzma  
Director and Chief Counsel, Consumer  
Protection  
Office of the Attorney General Indiana  
abigail.kuzma@atg.in.gov

William L. Brauch  
Director, Special Assistant Attorney General  
Office of the Attorney General Iowa  
bill.brauch@iowa.gov

James Welch  
Deputy Attorney General  
Office of the Attorney General Kansas  
james.welch@ksag.org

Todd Leatherman  
Executive Director  
Office of the Attorney General Kentucky  
todd.leatherman@ag.ky.gov

Charlie Braud  
Section Chief, Consumer Protection  
Office of the Attorney General Louisiana  
braudc@ag.state.la.us

Linda Conti  
Assistant Attorney General  
Chief, Consumer Protection Division  
Office of the Attorney General Maine  
linda.conti@maine.gov

William Gruhn  
Chief, Consumer Protection Division  
Office of the Attorney General Maryland  
bgruhn@oag.state.md.us

Maura Healey  
Chief, Public Protection and Advocacy  
Bureau  
Office of the Attorney General  
Massachusetts  
maura.healey@state.ma.us

Katharyn Barron  
Consumer Protection Division Chief  
Office of the Attorney General Michigan  
barronk@michigan.gov

Nate Brennaman  
Deputy Attorney General  
Office of the Attorney General Minnesota  
nate.brennaman@ag.state.mn.us

Blake Bee  
Special Assistant Attorney General  
Office of the Attorney General Mississippi  
blbee@ago.state.ms.us

Cheryl Schuetze  
Deputy Chief Counsel  
Office of the Attorney General Missouri  
cheryl.schuetze@ago.mo.gov

James P. Molloy  
Chief, Consumer Protection  
Office of the Attorney General Montana  
jmolloy@mt.gov

Abigail Stempson  
Chief, Consumer Protection  
Office of the Attorney General Nebraska  
Abigail.stempson@nebraska.gov

Jo Ann Gibbs  
Senior Deputy Attorney General  
Office of the Attorney General Nevada  
jgibbs@ag.nv.gov

James T. Boffetti  
Senior Assistant Attorney General  
Bureau Chief  
Office of the Attorney General New  
Hampshire  
james.boffetti@doj.nh.gov

Patricia Schiripo  
Assistant Section Chief  
Office of the Attorney General New Jersey  
schirpat@dol.lps.state.nj.us

Karen J. Meyers  
Director  
Office of the Attorney General New Mexico  
kmeyers@nmag.gov

Jane Azia  
Bureau Chief  
Office of the Attorney General New York  
jane.azia@ag.ny.gov

Kevin Anderson  
Senior Deputy Attorney General  
Chief, Consumer Protection and Antitrust  
Office of the Attorney General North  
Carolina  
kander@ncdoj.gov

Parrell D. Grossman  
Director, Consumer Protection/Antitrust  
Division  
Office of the Attorney General North  
Dakota  
pgrossman@nd.gov

Sandy Lynskey  
Section Chief  
Office of the Attorney General Ohio  
Sandra.lynskey@ohioattorneygeneral.gov

Tom Bates  
Assistant Attorney General  
Chief, Public Protection Unit  
Office of the Attorney General Oklahoma  
tom.bates@oag.ok.gov

Drew Lianopoulos  
Attorney in Charge  
Senior Assistant Attorney General  
Office of the Attorney General Oregon  
drew.lianopoulos@doj.state.or.us

Linda J. Williams  
Chief Deputy Attorney General/Director  
Office of the Attorney General Pennsylvania  
lwilliams@attorneygeneral.gov

Tammy Miller  
Director, Consumer Protection Unit  
Office of the Attorney General Rhode Island  
tmiller@riag.ri.gov

C. Havird Jones, Jr.  
Assistant Deputy Attorney General  
(Division Head)  
Office of the Attorney General South  
Carolina  
agsjones@scag.gov

Jaci R. Konop  
Investigator  
Office of the Attorney General South  
Dakota  
jaci.konop@state.sd.us

Cynthia E. Kinser (Mills)  
Deputy Attorney General  
Office of the Attorney General Tennessee  
cynthia.kinser@ag.tn.gov

Blaine Ferguson  
Division Chief  
Office of the Attorney General Utah  
bferguso@utah.gov

Wendy Morgan  
Chief, Public Protection Division  
Office of the Attorney General Vermont  
wmorgan@atg.state.vt.us

David B. Irvin  
Chief and Senior Assistant Attorney General  
Office of the Attorney General Virginia  
dirvin@oag.state.va.us

Shannon E. Smith  
Senior Counsel, Division Chief  
Office of the Attorney General Washington  
shannons@atg.wa.gov

Jill Miles  
Deputy Attorney General  
Office of the Attorney General West  
Virginia  
jill.miles@wvago.gov

John S. Greene  
Assistant Attorney General  
Director of Consumer Protection and  
Antitrust Unit,  
Office of the Attorney General Wisconsin  
greenejs@doj.state.wi.us

Clyde Hutchins  
Senior Assistant Attorney General  
Office of the Attorney General Wyoming  
clyde.hutchins@wyo.gov

/s/ Charlie Shelton  
Charlie Shelton  
Assistant Attorney General

# APPENDIX

PROCEDURAL BACKGROUND

***Bankruptcy Case Background***

1. Shane V. Garner (“Garner”) filed for relief under chapter 7 of the Bankruptcy Code on August 12, 2013 (Case No. 13-10012).
2. Credit Alliance Group, Inc., (“CAG”) filed for relief under chapter 7 of the Bankruptcy Code on August 30, 2013 (Case No. 13-10876).
3. Garner owns 100% of the interest of CAG.
4. Garner is the owner, Director, President, and Chief Executive Officer of CAG and the controlling person overseeing CAG’s business operations.
5. Richard B. Webber is the current chapter 7 trustee in both cases.
6. On November 20, 2013, the trustee filed joint motions, in both Garner’s and CAG’s bankruptcy cases, between the trustee and the Texas Attorney General to compromise certain portions of the State of Texas’s causes of action against Garner and CAG. (Docket Nos. 45 and 20, respectively.) The 9019s also permitted the trustee to enter into an Agreed Final Judgment in the related State Court Action (discussed in more detail below).
7. The joint motions were both granted on December 20, 2013. (Docket Nos. 52 and 28 in Garner’s case and in CAG, respectively.)
8. On February 5, 2014, the State of Texas filed proofs of claim in both Garner’s and CAG’s bankruptcies in the amount of \$36,740,000.00 on behalf of consumers. (Claim Nos. 23-1 and 18-1, respectively.) No objections have ever been filed to the State of Texas’s claims.
9. On February 25, 2014, the trustee objected to Garner’s claim of exemption in \$109,866.14 that was being held by and frozen by Unity One pursuant to a temporary injunction issued by the state court in the State Court Action. (Docket No. 62.)

10. Garner never responded to the objection to his claim of exemptions and the objection was sustained on April 3, 2014. (Docket No. 66.)

11. On February 18, 2014, the trustee filed motions to consolidate (administratively) Garner's and CAG's bankruptcy cases. (Docket Nos. 60 and 34, respectively.)

12. On April 9, 2014, the Texas Attorney General filed motions to redact in both Garner's and CAG's bankruptcy cases. (Docket Nos. 72 and 43, respectively.) The motions sought to seal access to Schedule F, which provided the names and addresses of harmed consumers and they also sought to direct Garner and CAG to file redacted versions of the same Schedules.

13. On April 29, 2014, the Texas Attorney General and the trustee filed joint motions in both Garner's and CAG's bankruptcy cases seeking to enter into a Joint Prosecution Agreement whereby the Texas Attorney General and the trustee would work together to maximize the recovery of assets for the benefit of defrauded consumers. (Docket Nos. 77 and 49, respectively.)

14. The Court granted the unopposed motion to consolidate (Docket No. 84 and 58), the motions to redact (Docket Nos. 83 and 53), and the motions to enter into a Joint Prosecution Agreement (Docket Nos. 82 and 52).

15. On May 14, 2014, the Texas Attorney General and the trustee filed a Joint Motion of the Texas Attorney General and the Chapter 7 Trustee to Waive Credit Alliance Group's Attorney-Client Privilege in Favor of the Texas Attorney General. (Docket No. 55.)

16. On May 14, 2014, Garner received his discharge.

17. An amended motion to waive the attorney-client privilege was filed on June 4, 2014. (Docket No. 60.)

18. An order granting the amended motion was entered on June 8, 2014. (Docket No. 61.)

19. On July 10, 2014, the trustee filed an Application to Employ Garden City Group, Inc. as claims agent (Docket No. 64)

20. The application was approved on July 21, 2014 (Docket No. 65.)

***State Court Case Background***

21. On April 15, 2013, the State of Texas, by and through the Texas Attorney General, commenced the State Court Action in the District Court of Dallas County, TX, 14th Judicial District, which is styled: State of Texas v. Shane V. Garner, Individually, and d/b/a Credit Services Today and Credit Alliance Group, Inc., a/k/a Credit Services Today; Cause No. DC-13-04175. Hereinafter the state court defendants shall be known as “State Court Defendants”.

22. On April 26, 2013, the state court held a hearing and issued a temporary injunction which enjoined the State Court Defendants from certain actions and froze all of State Court Defendants’ assets. *See* Exh. 4 to The State of Texas’s Motion for Summary Judgment filed in 13-00201-KSJ. During the hearing, Garner asserted his rights under the Fifth Amendment and refused to testify.

23. On June 5, 2013, Garner filed an answer. *See* Exh. 5 to The State of Texas’s Motion for Summary Judgment filed in 13-00201-KSJ.

24. On July 10, 2013, Garner moved the state court to modify the temporary injunction, arguing that the assets were proceeds from the sale of a homestead. *See* Exh. 6 to The State of Texas’s Motion for Summary Judgment filed in 13-00201-KSJ. The state court heard this motion on July 22, 2013. During this hearing, Garner again asserted his rights under the

Fifth Amendment and refused to testify. After opposition from the Texas Attorney General, the motion was denied on July 22, 2013.

25. After the state court was notified of the commencement of Garner's bankruptcy, the state court closed the case pending resolution of the bankruptcy proceedings. However, upon motion by the Texas Attorney General, on August 23, 2013, the state court reopened the case and found that the matter was excepted from the automatic stay by virtue of the police and regulatory exception of 11 U.S.C. § 362(b)(4) (*See* Exh. 9 to The State of Texas's Motion for Summary Judgment filed in 13-00201-KSJ).

26. As indicated by the certificate of service, CAG and Garner were served with a copy of that motion (Garner was served through his attorney in the state court matter, Dan. C. Guthrie, Jr., who also appeared on Garner's behalf at the hearing on the motion) and neither objected to the requested relief.

27. On December 20, 2013, the Texas Attorney General filed a First Amended Motion to Enforce Temporary Restraining Order and Temporary Injunction and Motion for Show Cause Order, which requested that the court order Garner to appear and show cause why he should not be held in contempt for certain actions in violation of the temporary restraining order and the temporary injunction. *See* Exh. 10 to The State of Texas's Motion for Summary Judgment filed in 13-00201-KSJ.

28. Similarly, CAG and Garner were served with a copy of the motion and neither objected to the requested relief.

29. On December 20, 2013, the state court issued an order to show cause and on February 6, 2014, the court held Garner in contempt for violating the terms of the temporary restraining order and the temporary injunction.

30. Pursuant to the above referenced Agreed Final Judgment between the Texas Attorney General and the trustee, as entered by the state court on February 19, 2014, judgment was entered in the State Court Action in favor of the State of Texas. *See* Exh. 14 to The State of Texas's Motion for Summary Judgment filed in 13-00201-KSJ.

# Exhibit A

**Notice of Right to File Claim in Credit Alliance Group, Inc. (aka Credit Services Today)  
Bankruptcy**

By order of the United States Bankruptcy Court dated \_\_\_\_\_, you are receiving this Official Notice as a former customer of Credit Alliance Group, Inc. or Credit Services Today, which offered debt settlement and/or debt management services between January 2007 through March 2013.

You are entitled by law to file a Proof of Claim in the Credit Alliance Group and Credit Services Today bankruptcy. If you have already filed a proof of claim in the Credit Alliance Group bankruptcy case, you are not required to file the Claim Form. Proofs of claim **MUST BE RECEIVED BY NO LATER THAN DECEMBER 1, 2014**. If you file a proof of claim, your claim will be paid *pro rata* with other proofs of claim that are filed, subject to estate funds availability. If you do not file a proof of claim, your claim will be paid *pro rata* with the other proofs claims that are not filed, subject to estate funds availability. Additionally, if you do not file a proof of claim, your claim may only be paid after the filed proofs of claim have been paid in full. Regardless of whether a claim is filed or not, there is no guarantee that a distribution will be made.

Whether you elect to file a proof of claim or not, you do have the option to rely on the books and records of Credit Alliance Group or Credit Services Today to establish the amount of your claim. In order to determine what the records of Credit Alliance Group or Credit Services show you are owed, you may contact Garden City Group at (844) 322-8229. If you believe that you are owed a different amount, be it a lesser or greater amount, than indicated in the books and records of Credit Alliance Group or Credit Services Today, please file a proof of claim and include any documentation demonstrating the amount you are owed. Failure to file a proof of claim will mean that your claim amount will be determined based on the books and records of Credit Alliance Group or Credit Services Today.

Enclosed with this Notice is a Special Proof of Claim Form for customers of Credit Alliance Group or Credit Services Today and instructions. The instructions will guide you as to how to fill out and submit the Special Proof of Claim Form.

Because of the large number of customers and the attendant high cost of mailing, this is the **ONLY** notice you will receive about this bankruptcy case. You may follow the pleadings and filings in the case by visiting <https://www.texasattorneygeneral.gov/creditalliancegroupbankruptcy/>. This website will not provide any information regarding claimants or the value of claims filed.

# Exhibit B

**SPECIAL PROOF OF CLAIM FORM FOR CUSTOMERS OF CREDIT ALLIANCE GROUP, INC. OR CREDIT SERVICES TODAY AND INSTRUCTIONS**

The pages of this document contain a Proof of Claim Form for Customers of Credit Alliance Group, Inc. or Credit Services Today (referred to hereinafter as the “Claim Form”) and instructions for filling it out. The Claim Form is for filing a claim in the Credit Alliance Group, Inc. (aka Credit Services Today) bankruptcy case (bankruptcy petition # 6:13-bk-10876-KSJ). Any payment from the Credit Alliance Group bankruptcy case depends on the total number of, dollar amounts of, and types of claims made against the bankruptcy estate as well as the amount of funds recovered by the Texas Attorney General and the Chapter 7 Trustee. Payment is not guaranteed.

**INSTRUCTIONS**

1. Please fill out and **TIMELY** submit the Claim Form located below to the address provided in Section 2. If you have already filed a proof of claim in the Credit Alliance Group bankruptcy case, you are not required to submit the Claim Form. Any complaint you may have already filed with the Texas Attorney General’s Consumer Protection Division is not a substitute for this Claim Form.
2. In order to be considered “filed”, Claim Forms **MUST BE RECEIVED BY NO LATER THAN DECEMBER 1, 2014**. If you submit a Claim Form, your claim will be paid, subject to estate funds availability and verification of the claim, *pro rata* with other Claim Forms filed by other claimants. If you do not file a Claim Form, your claim will be paid, subject to estate funds availability and verification of the claim, *pro rata* with the other claims that are not filed. Additionally, if you do not file a Claim Form, your claim may only be paid after the filed claims have been paid in full. Regardless of whether a Claim form is filed or not, there is no guarantee that a distribution will be made.
3. Whether you elect to file a Claim Form or not, you do have the option to rely on the books and records of Credit Alliance Group to establish the amount of your claim. In order to determine what the records of Credit Alliance Group show you are owed, you may contact Garden City Group at (844) 322-8229. If you believe you are owed a different amount, be it a lesser or greater amount, than indicated in the books and records of Credit Alliance Group, please file a Claim Form and include any documentation demonstrating the amount you are owed. Failure to file a Claim Form will mean that your claim amount will be determined based on the books and records of Credit Alliance Group.
4. Please be aware that the Shane V. Garner bankruptcy case (bankruptcy petition #6:13-bk-10012-KSJ) is a different bankruptcy case than the Credit Alliance Group bankruptcy case.
5. Send the completed Claim Form and photocopies of all relevant documentation to the following address:

**Via Regular Mail**

Credit Alliance Group

c/o GCG

P.O. Box 10105

Dublin, Ohio 43017

6. If there is not enough space on the Claim Form for any given response, please provide your response on a separate sheet of paper. You must include your name and address at the top of each extra sheet of paper and reference the question to which you are responding.
7. Be certain to attach a photocopy of all requested documentation and keep the originals for your records.
8. In accordance with applicable federal bankruptcy law you must sign the Claim Form, under penalty of perjury, in order for it to be considered filed.

**PROOF OF CLAIM FORM FOR BANKRUPTCY CASE OF  
CREDIT ALLIANCE GROUP, INC. (13-10876)**

1. I was a customer of Credit Alliance Group, Inc. or Credit Services Today during the time period of \_\_\_\_\_.
  
2. My contract was with (check all that apply):
  - Credit Alliance Group, Inc.
  - Credit Services Today
  - Other \_\_\_\_\_.
  
3. I wish to make a claim for restitution arising out of the following (check ALL that apply):
  - I entrusted funds to the company or companies indicated above for debt management and/or debt settlement services and those services were never performed.
  - I entrusted funds to the company or companies indicated above for debt management and/or debt settlement services and those services were performed inadequately.
  - I requested a return of the money that I entrusted to the company or companies indicated above, but it was never returned.
  - I requested a return of the money that I entrusted to the company or companies indicated above, but I was given less than I had paid in.
  - I requested that the company or companies indicated above stop deducting funds from my bank account, yet they continued to do so.
  - Credit Alliance Group, Inc. made a misrepresentation to me by mail or telephone.
  - Credit Services Today made a misrepresentation to me by mail or telephone.
  - Shane V. Garner made a misrepresentation to me by mail or telephone.
  - Other \_\_\_\_\_

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4. My total claim amount is \$\_\_\_\_\_ (USD);

Or

I am unable to determine my claim amount and I will accept the amount shown in the Credit Alliance Group or Credit Services Today business records. In order to determine what the records of Credit Alliance Group or Credit Services show you are owed, you may contact Garden City Group at (844) 322-8229. (Check if applicable.)

5. The TOTAL DOLLARS I gave to CAG (including fees) is: \$\_\_\_\_\_.

6. The TOTAL DOLLARS I gave to CAG to be held in trust to be used to pay off my debts (excluding fees) is: \$\_\_\_\_\_.

7. The TOTAL DOLLARS I have ever received as a refund from CAG is: \$\_\_\_\_\_.

8. The TOTAL DOLLARS of Debts CAG settled for me is: \$\_\_\_\_\_.

9. Were you ever sued for a debt CAG was supposed to settle for you (Y/N)?\_\_\_\_\_.

10. CAG was originally supposed to settle the following debts for me:

A. Debt #1:

Name of company you owed: \_\_\_\_\_.

a. Amount you owed this company when you contracted with CAG: \$\_\_\_\_\_.

(i) Did CAG settle this debt for you: Yes or No

(ii) If YES to "i.", what amount did CAG settle this debt for: \$\_\_\_\_\_.

(iii) If NO, to "i." what amount do you presently owe, if any, on this debt: \$\_\_\_\_\_.

B. Debt #2:

Name of company you owed: \_\_\_\_\_.

a. Amount you owed this company when you contracted with CAG: \$\_\_\_\_\_.

(i) Did CAG settle this debt for you: Yes or No

(ii) If YES to "i.", what amount did CAG settle this debt for: \$\_\_\_\_\_.

(iii) If NO, to "i." what amount do you presently owe, if any, on this debt: \$\_\_\_\_\_.

C. Please attached additional sheets if there is not enough space on the Claim Form to list all debts, please provide your response on a separate sheet of paper. You must include your name and address at the top of each extra sheet of paper and reference the question to which you are responding.

11. I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Account #: \_\_\_\_\_  
(if known)

*Penalty for presenting fraudulent claim:* Fine up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

# Exhibit C



Sections I. through VI. of this Final Judgment, the parties each announced their agreement and consent to entry of Sections I. through Section VI. of this Final Judgment as to the claims of PLAINTIFF against DEFENDANTS, waiving the making of a further record other than this Judgment and Permanent Injunction and prior to the offering of any further testimony or evidence in this cause, jointly moved the Court enter this Sections I., II., III., IV., V. and VI. of this Judgment as a Final Judgment as against each of the defendant parties and the claims by Plaintiff.

PLAINTIFF and DEFENDANT CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, announced their agreement and consent to entry of Sections VII. and VIII., of this Final Judgment and Permanent Injunction as to the claims of PLAINTIFF against DEFENDANT CREDIT ALLIANCE GROUP, INC., waiving the making of a further record other than this Judgment and Permanent Injunction and prior to the offering of any further testimony or evidence in this cause, jointly moved the Court enter these Sections VII. and VIII. of this Judgment as a Final Judgment and Permanent Injunction as against Defendant CREDIT ALLIANCE GROUP, INC., and the claims by Plaintiff.

Plaintiff, based on each of the Parties' Agreed Stipulations, Agreed Findings of Fact and Conclusions of Law, definitions, Credit Alliance Group, Inc. agreed permanent injunction, other agreed terms of Sections I. through VI. of this Final Judgment, but without Defendant GARNER's agreement as to the applicability of the injunctive relief in Section VII., and other relief in Section VIII., as to GARNER in his individual capacity, further moved the Court enter additional findings and an Order of Permanent Injunction against Defendant GARNER, individually, as warranted by the the Parties' Agreed Stipulations of law and fact as separately filed in the pleadings of this case, the parties' findings of fact, conclusions of law, definitions,

Credit Alliance Group, Inc., agreed permanent injunction, restitution, civil penalties, attorneys' fees, costs, and other relief and provisions of Sections I. through VI. of this Final Judgment, as well as the other pleadings, findings, witness testimony and evidence in this case, and in order to prevent future deceptive trade practices and violations of law by Defendant GARNER, individually. The Court, having reviewed the parties' representations, agreed stipulations, agreed findings of fact and conclusions of law, and other agreed proposed terms in Sections I. through V. of this Final Judgment, as well as the CREDIT ALLIANCE GROUP, INC.'s, agreed permanent injunctive relief in Section VI. and the pleadings, witness testimony, other findings and the other evidence before the Court in this case, and Plaintiff's request for permanent injunction and further findings and relief, enters and Orders this Final Judgment and Permanent Injunction as follows:

#### **I. AGREED STIPULATIONS**

1.1 It is stipulated by and between the Parties that Plaintiff and Defendants have fully compromised and settled all of Plaintiff's claims against Defendants including, without limitation, all of the claims stated in Plaintiff's Original Petition for Civil Penalties and Injunctive Relief filed in this cause alleging violations of violations of the Texas Deceptive Trade Practices and Consumer Protection Act (TEX. BUS. & COMM. CODE ANN §§ 17.41 et seq.) (the "DTPA") and the standards and licensing requirements of Chapter 394 of the Texas Finance Code (the "Debt Management Services Act") and that Plaintiff and each of the Defendants agrees and stipulates to the truth of each of the allegations as alleged in Plaintiff's Original Petition and that no Defendant contests the entry of, and each Defendant in fact does consent and agree to the entry of this Final Judgment, without trial, further hearing, evidence, or further adjudication of any issue of fact or law.

1.2 It is specifically stipulated by and between the parties that they understand this Final Judgment, and each of its provisions and obligations, and that each of the parties is aware of the duties placed upon it, and each is desirous and capable of carrying out those duties in full.

1.3 It is specifically stipulated by and between the parties that they have had the benefit of legal counsel and that Richard Webber, as Chapter 7 Bankruptcy Trustee for Defendants SHANE V. GARNER, Individually, and CREDIT ALLIANCE GROUP, INC., has authority, on behalf of SHANE V. GARNER, Individually, and CREDIT ALLIANCE GROUP, INC., to agree to entry of the terms of Sections I. through VI. of this Final Judgment and Permanent Injunction.

1.4 It is specifically stipulated by and between the parties that this Court has jurisdiction of this matter and that venue is proper in Dallas County, Texas.

1.5 It is specifically stipulated by and between the parties that this Final Judgment shall be final and that each waives all rights to appeal this Final Judgment as to all provisions except Defendant GARNER's individual rights to appeal both the permanent injunctive relief ordered by Section VII. and the Other Relief Ordered in Section VIII. of this Final Judgment, as same apply to Defendant GARNER in his individual capacity, shall be governed by the Texas Rules of Civil Procedure because Defendant GARNER's bankruptcy trustee, Richard Webber, does not have authority on behalf of Defendant GARNER, individually, to agree to permanent injunctive relief against Defendant GARNER, individually.

1.6 It is specifically stipulated by and between all parties that each has actively participated in negotiations leading to this Final Judgment and that this agreement is freely and voluntarily made without duress.

1.7 It is specifically stipulated by and between the parties that Defendants have been and/or are engaged in "trade" and "commerce" as defined by Section 17.45(6) of the DTPA;

1.8 It is specifically stipulated by and between the parties that this Court has jurisdiction of this matter and that venue is proper in Dallas County, Texas.

1.9 It is specifically agreed by and between the parties, notwithstanding Defendant GARNER's lack of agreement in his individual capacity to the permanent injunctive relief terms of Section VII. and other relief of Section VIII., that all parties otherwise fully understand this Final Judgment and Permanent Injunction, its provisions and its obligations, and that each of the parties is aware of the duties placed upon them by this Final Judgment and Permanent Injunction and each party is desirous of carrying out those duties in full.

1.7 It is specifically stipulated by and between the parties that all conditions precedent to Plaintiff's claims for relief have been performed or have occurred and that this settlement between the parties is fair, reasonable and just; that the agreed terms of this Final Judgment and Permanent Injunction, in Sections I. through VI., are freely and voluntarily made by all parties without duress, and that this Final Judgment is entered into and agreed by the parties to settle to avoid the uncertainties and costs of litigation.

1.8 It is specifically stipulated by and between the parties that this Final Judgment is in accord with the DTPA and all applicable law and is proper in all respects.

1.9 It is specifically stipulated by and between the parties that, notwithstanding Defendant GARNER's lack of agreement in his individual capacity to the permanent injunctive relief terms of Section VII. and other relief of Section VIII., each party otherwise acknowledges receipt and acceptance of copies of this Final Judgment and Permanent Injunction, each has full

notice of the terms of this Final Judgment and Permanent Injunction, and that the issuance and service of a Writ of Injunction are likewise waived.

1.10 It is specifically stipulated by and between the parties, notwithstanding Defendant GARNER's lack of agreement in his individual capacity to the permanent injunctive relief terms of Section VII. and other relief of Section VIII., that it would be in the best interest of the parties if the Court approved this settlement and render judgment accordingly and that the terms of this Final Judgment and Permanent Injunction are sufficiently detailed and specific to be enforceable by the Court pursuant to Rules 683 and 692 of the Texas Rules of Civil Procedure.

1.11 It is specifically stipulated by and between all parties that they have jointly filed Agreed Stipulations of Fact and Law, consistent with the Findings of Fact and Conclusions of Law in Section II. of this Final Judgment, as a separate pleading among the pleadings in this case prior to the Court's consideration and entry of this Final Judgment and Permanent Injunction.

1.12 It is stipulated by and between the parties that any other agreed provision of this Final Judgment notwithstanding, Defendant SHANE V. GARNER, individually, does not voluntarily agree to the permanent injunctive relief in Section VII. and other relief in Section VIII. of this Final Judgment and Permanent Injunction and reserves his rights to appeal pursuant to Chapter 51 of the Texas Civil Practice and Remedies Code.

## **II. AGREED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

2.1 Pursuant to the agreements and stipulations of the parties, as well as the pleadings, prior rulings, witness testimony and other evidence before this Court:

2.2. The Court FINDS, as agreed and stipulated by the parties, that each of the facts and allegations in Plaintiff's Original Petition, including the Exhibits a. through h. of Plaintiff's Original Petition, are true and correct and incorporated herein by reference.

2.3 The Court FINDS, as agreed and stipulated by the parties, that each of the Defendants, SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, have continuously engaged in conduct in direct violation of the Texas Consumer Debt Management Services Act, Texas Finance Code Chapter 394, by:

- a. Providing debt management services in Texas without first securing the legally required registration from the Texas Consumer Credit Commissioner in violation of TEX. FIN. CODE ANN. § 394.204(a);
- b. Acting in reliance on, attempting to enforce, misrepresenting the validity of customers' void contractual authorizations, and failing to disclose that the contracts were void due to Defendants' failures to obtain a registration to provide consumer debt management services in Texas in violation of TEX. FIN. CODE ANN. § 394.215(a) and TEX. FIN. CODE ANN. § 394.212(a)(9);
- c. Failing to use a trust account for the management of money paid by or on behalf of a consumer and received by the provider of debt management services for disbursement to the consumer's creditors in violation of TEX. FIN. CODE ANN. § 394.211(a) and TEX. FIN. CODE ANN. § 394.212(a)(9);
- d. Commingling consumers' funds with operating funds of the provider in violation of TEX. FIN. CODE ANN. § 394.211(a) and TEX. FIN. CODE ANN. § 394.212(a)(9);
- e. Failing to maintain a trust account with funds materially in balance with and reconciled to the consumers' accounts in violation of TEX. FIN. CODE ANN. § 394.211(b) and TEX. FIN. CODE ANN. § 394.212(a)(9);
- f. Failing to notify the Texas Consumer Credit Commissioner that Defendants' trust

account(s) continuously did not contain sufficient money to cover the aggregate consumer balances in violation of TEX. FIN. CODE ANN. § 394.211 (c) and TEX. FIN. CODE ANN. § 394.212(a)(9); and

g. Breaching their duties to maintain a trust account with funds materially in balance with and reconciled to customer accounts at all times and their duties to ensure that client money held by the provider is managed properly at all times in violation of TEX. FIN. CODE ANN. § 394.213 and TEX. FIN. CODE ANN. § 394.212(a)(9).

2.4 The Court FINDS, as agreed and stipulated by the parties, that each of the Defendants was engaged in trade and commerce in the State of Texas at all times, and for all purposes, relevant to the conduct enumerated in the agreed facts in this Final Judgment.

2.5 The Court FINDS, as agreed and stipulated by the parties, that each Defendant, SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, has engaged in false, misleading, and deceptive acts and practices declared unlawful in sections §17.46 (a) and (b) of the DTPA as follows:

a. Failing to disclose that Defendants were illegally offering debt management services when in fact neither Defendant ever obtained an approved registration as a debt management services provider from the Texas Consumer Credit Commissioner thereby causing confusion and misunderstanding as to the affiliation, association and certification of Defendants' debt management services in violation of DTPA §17.46 (a), and §17.46(b)(3);

b. Advertising, offering and/or performing debt management services without disclosing their failure to secure the prerequisite registration legally required to provide

such services pursuant to TEX. FIN. CODE ANN. § 394.204(a), Defendants have misrepresented, or are misrepresenting themselves, and their debt management services, to have sponsorship, approval and characteristics they do not have in violation of §17.46 (b)(5) and (b)(24) of the DTPA;

c. Misrepresenting their debt management services to have characteristics or benefits which they do not have by representing Defendants typically resolved customer debts for as little as 20 percent of the outstanding balance of the debt, when such were not typical results for CAG clients in violation of §17.46 (b)(5) and (b)(9);

d. Misrepresenting their debt management services to have characteristics or benefits which they do not have by representing Credit Alliance Group, Inc., to be a "Member, FDIC" when Credit Alliance Group, Inc. was not a member of the FDIC, in violation of §17.46 (b)(5) and (b)(9);

e. Failing to disclose that Defendants were illegally offering debt management services when in fact neither Defendant ever obtained an approved registration as a debt management services provider from the Texas Consumer Credit Commissioner thereby causing confusion and misunderstanding as to the source, approval and certification of Defendants' debt management services in violation of DTPA §17.46 (a), and §17.46(b)(2);

f. Misrepresenting their debt management services to have characteristics, benefits, approvals, and certifications they did not have by representing that each customer's funds would be held in a fully insured individual Comerica savings account, solely under the customer's control, in order to induce customers to enroll, when in fact Defendants never set up such individual accounts for most clients, failed to maintain funds within the

individual customer accounts that were created, failed to maintain any trust account with a balance materially in balance and reconciled to the customers' accounts and failing to comply with client requests for refunds of such monies, in violation of §17.46 (a) and §17.46 (b)(5), (b)(7), (b)(9) and (b)(12) of the DTPA;

g. Misrepresenting their debt management services agreements to confer or involve rights, remedies, and obligations which such contracts do not have or involve, and which are prohibited by law, by failing to disclose that clients' contracts were void as a matter of law due to Defendants' failure to obtain the prerequisite registration from the Texas Consumer Credit Commissioner in violation of §17.46 (b)(12);

h. Failing to disclose information that customers' funds were commingled within Defendants' business operating accounts, and Defendant GARNER's personal bank accounts, and further failing to disclose that Defendant GARNER was using, and would continue to use, consumers' commingled funds for payment of his own bills, redecorating his house, paying his BMW car payments, and other personal uses, with the intent that such failures to disclose would induce consumers into transactions for debt management services from Defendants that the consumers would not have entered had the information been disclosed in violation of DTPA §17.46 (a), and §17.46(b)(24).

i. Using abusive language to discourage Defendants' customers from exercising their rights to cancel their agreements with Defendants and seek refunds in violation of DTPA §17.46 (a);

j. Using abusive language and threats to discourage Defendants' former employees from reporting Defendants' violations of the DTPA and Chapter 394 of the Texas Finance Code to the Texas Attorney General's Office and other law enforcement

authorities in violation of DTPA §17.46 (a).

2.6 The Court FINDS, as agreed and stipulated by the parties, that the misrepresentations outlined in paragraphs 2.2 through 2.5 above were made by both Defendant GARNER, Individually, and Defendant CREDIT ALLIANCE GROUP, INC., with the intent that consumers rely on the misrepresentations, that the consumers did reasonably rely on those misrepresentations, and that the consumers were damaged by the misrepresentations.

2.7 The Court FINDS, as agreed and stipulated by all parties, that each of the Defendants, SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, paid a commission fee (also referred to as a "bounty") to LowerMyBills.com, a subsidiary of Experian until October 2012, in exchange for: 1) LowerMyBills.com's providing Defendants with consumer names, addresses and other personal information; and 2) LowerMyBills.com's provision of other marketing strategies and services to assist Defendants' efforts and abilities to induce consumers to entrust their assets to Defendants' under the false pretense that Defendants would provide customers with bona fide debt management services. Defendants further provided LowerMyBills.com with customer information updates specifying the identities of the consumers, initially referred to DEFENDANTS by LowerMyBills.com, who were successfully induced to entrust their assets to DEFENDANTS based on DEFENDANTS' false promises to provide legal, successful settlement of the consumers' debts.

2.8 The Court FINDS, as agreed and stipulated by the parties, that the business records of Defendant CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, combined with the records provided within customer complaints to the Better Business Bureau and or the Texas Attorney General's Consumer Protection Division,, reflect that between March

7, 2006 to February 14, 2013, Credit Alliance Group, Inc.'s over 3,000 customers entrusted a total of over TWELVE MILLION ONE HUNDRED THOUSAND DOLLARS (\$12,100,000.00) to Defendants for purposes of negotiating and resolving the customers' debts and further reflect that many customers' debts were never settled by DEFENDANTS, and those customers' assets and payments were never refunded by DEFENDANTS, including the FOUR MILLION TWO HUNDRED THOUSAND DOLLARS (\$4,200,000.00) of customers' funds Defendants represented would be held in trust and remain under the customers' direct control, and that the assets frozen by the Court's Temporary Injunction Order of April 26, 2013, up to these FOUR MILLION TWO HUNDRED THOUSAND DOLLARS (\$4,200,000.00) are held in constructive trust on behalf of the Credit Alliance Group, Inc., customers, and only released from this Court's asset freeze on condition that Plaintiff and Defendants' bankruptcy Trustee have agreed, proposed and received an order from the Bankruptcy Court providing for same funds to be used solely to return the escrow amounts owed to Defendants' customers.

2.9 The Court FINDS, as agreed and stipulated by the parties, that it has jurisdiction under the provisions of the DTPA (Tex. Bus. & Comm. Code Ann. §§17.41 et seq.), over the subject matter and over all the Parties to this action and that venue of this matter is proper in Dallas County, Texas because Defendants conducted business in Dallas County, Texas and a substantial part of the events or omissions giving rise to this lawsuit occurred in Dallas County, Texas.

2.10 The COURT FINDS that Plaintiff's Original Petition for Civil Penalties and Injunctive Relief alleges violations of the DTPA and states claims upon which relief can be granted, and that Plaintiff has the authority to seek the relief it has requested.

2.11 The Court FINDS that because of their joint and several actions of violation, Defendants SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, are each jointly, and severally, liable for the entire agreed amounts of restitution, civil penalties, attorneys' fees and costs ordered to be paid in this Final Judgment.

2.12 The COURT FINDS, having reviewed the pleadings, witness testimony and other evidence, and the parties agreed stipulations of fact and law and it appearing to the Court that the parties have all agreed to and approve entry of Sections I. through VI. of this Final Judgment and Permanent Injunction, that, despite Defendant GARNER's failure to agree, in his individual capacity, to either the findings and permanent injunctive in Section VII., or the Other Relief in Section VIII., this Final Judgment and Permanent Injunction should be entered by the Court subject to Defendant GARNER's rights, in his individual capacity, to object and appeal as to Sections VII. and/or VIII. of this Final Judgment and Permanent Injunction pursuant to Chapter 51 of the Texas Civil Practice and Remedies Code.

### **III. AGREED DEFINITIONS**

3.1 As used in this Final Judgment words or phrases are to be given the meaning as provided by Texas Deceptive Trade Practices-Consumer Protection Act, TEX. BUS. & COM. CODE ANN. §17.41 et seq..

3.2 As used herein, the term "parties," refers collectively to the following three parties including Plaintiff, STATE OF TEXAS, Defendant SHANE V. GARNER, Individually and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY.

### **IV. AGREED RESTITUTION, CIVIL PENALTIES, ATTORNEYS' FEES AND COSTS**

4.1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, the STATE OF TEXAS shall have and recover judgment against Defendants SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY as Restitution to consumers and other identifiable persons pursuant to Texas Business and Commerce Code Section 17.47(d), the sum of TWELVE MILLION ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$12,100,000.00). Defendants SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY are each jointly, and severally liable for this full restitution, penalty, attorneys' fees and costs judgment amount and shall pay and deliver said sum to the STATE OF TEXAS as set forth herein.

4.2 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, the STATE OF TEXAS shall have and recover judgment against Defendants SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, as a civil penalty, and not as compensation for actual pecuniary loss, the sum of TWENTY FOUR MILLION AND NO/100THS DOLLARS (\$24,000,000.00). Defendants SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY are each jointly, and severally, liable for this full penalty judgment amount and shall pay and deliver said sum to the STATE OF TEXAS as set forth herein.

4.3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, the STATE OF TEXAS, shall have and recover judgment against Defendants SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, as reasonable attorneys' fees, the sum of SIX

HUNDRED FORTY THOUSAND AND NO/100THS DOLLARS (\$640,000.00) for reimbursement of attorneys fees to the TEXAS ATTORNEY GENERAL which fees were incurred on behalf of the Plaintiff and do not constitute an antecedent debt with respect to this litigation and shall pay and deliver said sum to the TEXAS ATTORNEY GENERAL as set forth herein. Defendants SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY are each jointly and severally liable for this full attorneys' fees judgment amount and shall pay and deliver said sum to the TEXAS ATTORNEY GENERAL as set forth herein.

4.4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, the STATE OF TEXAS shall have and recover judgment against Defendants and Defendants SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY all taxable costs of court in this cause. Defendants SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY are each jointly and severally liable for the full taxable costs of court and shall pay and deliver said sum as set forth herein.

4.5 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Defendants SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY shall pay the aforementioned judgment for Restitution, Attorneys' Fees and Civil Penalties instanter upon entry of this Final Judgment. Payments of the judgment amounts shall be made by certified check or money order payable to the *State of Texas, Office of the Attorney General*, and delivered to the **Office of the Texas Attorney General, Accounting Division, 300 West 15th**

Street, Austin, Texas, 78701, and identified for proper accounting purposes by this case Cause Number, "DC-13-04175," and also by "OAG #123356644."

4.6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if any of the Defendants SHANE V. GARNER, INDIVIDUALLY or d/b/a CREDIT SERVICES TODAY or CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY does not fulfill, or only partially fulfills, the payment obligations set forth herein above pursuant to Section 1.1 of this Final Judgment and Permanent Injunction, the facts as alleged in the STATE OF TEXAS' Original Petition in this cause shall be taken as admitted and stipulated true by the defaulting Defendant(s) in any subsequent action filed by the STATE OF TEXAS to enforce its rights pursuant to this Final Judgment and Permanent Injunction.

4.7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties may make a subsequent separate written agreement as to time, amounts and manner of payment of the judgment, to be filed with the Court, which shall not be deemed a material variance with the terms and conditions of the Judgment.

**V. CREDIT ALLIANCE GROUP, INC., AGREED PERMANENT INJUNCTION**

5.1 The Court FINDS that, based on the parties' Agreed Stipulations, Findings of Fact and Conclusions of Law, definitions, restitution, penalties and attorneys' fees and costs, as well as the pleadings, prior rulings of the Court, witness testimony, and other evidence before the Court in this Cause, and this Court's authority including pursuant to Section 17.47(d) of the Texas Business and Commerce Code, the following permanent injunctive relief is warranted to prevent future violations of the DTPA and the laws of the State of Texas.

5.1 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, as well as the agents,

employees, attorneys of CREDIT ALLIANCE GROUP, INC., in their capacity as counsel for the Defendant, and all persons and other entities acting in concert with them, are hereby PERMANENTLY ENJOINED FROM:

- a. Providing debt management services, or credit monitoring services, credit counseling service or otherwise conducting business in Texas as a debt management services organization or as an agent or employee of any person providing debt management services, credit counseling services or debt collection services in the State of Texas;
- b. Entering into any contract with any person for purposes of the Defendant advertising, promoting, facilitating or providing debt management services, credit monitoring services, credit counseling services or debt collection services to any person.
- c. Accepting any money or funds from any person for the purpose of advertising, promoting, facilitating or providing debt management services, credit monitoring services, credit counseling services or debt collection services.
- d. Advertising, offering for sale, or selling any good or service without clearly and conspicuously disclosing all the material terms of that good or service prior to accepting any form of payment for that good or service.
- e. Representing that a business entity, program or service affiliated with the Defendant(s) has benefits, sponsorships or affiliations which it does not have.
- f. Misrepresenting the benefits received, or which may be received, by any consumer using a good or service offered for sale by the Defendant(s). This includes, but is not limited to, representing that a consumer is able to improve their personal credit rating through the use of any goods, programs or services offered by the Defendant.

g. Causing (or threatening to cause) physical, emotional or economic harm to any current or former employee of the Defendant; any current or former customer of the Defendant, or any other person, because that person either offers to provide, or is requested to provide, cooperation to any civil or criminal law enforcement authority regarding the Defendant's compliance with the terms or conditions of this Final Judgment and Permanent Injunction.

5.3. IT IS FURTHER ORDERED, ADJUDGED AND DECREED this Final Judgment and Permanent Injunction binds DEFENDANT, CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY and any of DEFENDANT CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY's agents, employees, attorneys of each Defendant in their capacity as counsel for the Defendant, and any persons or other entities acting in concert with them, who receive notice of this order by service or otherwise.

5.3. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY shall provide written notice of this Final Judgment and Permanent Injunction to each of DEFENDANT CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY's agents, attorneys and employees existing on or after the date of entry of this Final Judgment and Permanent Injunction and to each person who requests that DEFENDANT CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, or its owner(s), render services, or perform actions, enjoined by this Final Judgment and Permanent Injunction.

#### **VI. OTHER AGREED RELIEF**

6.1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, as stipulated and agreed by and between the parties, that Defendants, SHANE V. GARNER,

INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY have each received actual notice of the Agreed Stipulations, Agreed Findings of Fact and Conclusions of Law, Agreed Definitions, Agreed Restitution, Civil Penalties, Attorneys' Fees and Costs, Agreed Permanent Injunctive Relief against CREDIT ALLIANCE GROUP, INC., aka CREDIT SERVICES TODAY, Agreed Other Relief provisions (Sections I., II., III., IV., V., and VI.) of this Final Judgment, that this Judgment is final, and that all parties hereto have waived all rights to appeal from the Agreed Stipulations, Agreed Findings of Fact and Conclusions of Law, Agreed Definitions, Agreed Restitution, Civil Penalties, Attorneys' Fees and Costs provisions and the Other Agreed Relief (Sections I., II., III., IV., V. and VI.) of this Final Judgment and Permanent Injunction.

6.2 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if any Defendant, SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY or CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, violates the terms or conditions of Sections I. through VI. of this Final Judgment and Permanent Injunction, set forth herein above, that said Defendant(s) shall be subject to damages, fines, or penalties allowed by law, to be determined by this Court, for the acts that constitute contempt of court or that otherwise constitute a violation of the terms and conditions of this Final Judgment and Permanent Injunction and that pursuant to Section 1.1 of this Final Judgment and Permanent Injunction the facts as alleged in the STATE OF TEXAS' Original Petition in this cause shall be taken as admitted and stipulated true by the defaulting DEFENDANT(s) in any subsequent action filed by the STATE OF TEXAS to enforce its rights pursuant to Agreed Sections I. through VI of this Final Judgment and Permanent Injunction.

6.3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court retains its jurisdiction to enforce, modify, and construe this Final Judgment and Permanent Injunction.

6.4 IT IS FURTHER ORDERED ADJUDGED AND DECREED that as evidenced by the signatures below, both Defendant SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY have received actual notice of Sections I. through VI. of this Final Judgment and Permanent Injunction and that Defendant CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY has further received actual notice of Sections VII. and VIII. of this Final Judgment and Permanent Injunction and that Mr. Richard Webber, Chapter 7 Bankruptcy Trustee for Defendants, shall provide further actual notice to Defendant SHANE V. GARNER, Individually, and CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, of the full specific terms and conditions of this Final Judgment and Permanent Injunction within ten (10) days herefrom.

6.5 IT IS FURTHER ORDERED ADJUDGED AND DECREED that the parties may make a mutual written agreement, between Plaintiff and Defendants, regarding a change of address, place, time or manner of payment of the judgment amounts adjudged herein without such being deemed a material and substantial change of the Final Judgment and Permanent Injunction.

**VII. PERMANENT INJUNCTION AND FURTHER FINDINGS**  
**AS TO SHANE V. GARNER, INDIVIDUALLY**

7.1 The Court FINDS that Defendant SHANE V. GARNER, Individually, engaged in the deceptive trade practices and unlawful conduct as alleged in Plaintiff's Original Petition and

further relected in this Court's Findings as enumerated Sections I. through VI. of this Final Judgment, with the intent to mislead his consumer victims to be induced to entrust their funds to GARNER, and CREDIT ALLIANCE GROUP, INC. and agree to pay for Defendants' purported debt management services.

7.2 The Court FINDS that consumer victims of Defendants' unlawful conduct as found by this Court did reasonably rely upon the misrepresentations of SHANE V. GARNER, Individually, and were materially harmed by the misrepresentations.

7.3 The Court FINDS that Defendant SHANE V. GARNER, Individually, received actual notice, by email dated December 21, 2013, as confirmed by GARNER's email to the Texas Attorney General's on December 23, 2013 at 10:52am Central Time. The Court further FINDS that Defendant SHANE V. GARNER failed to appear and show cause on January 23, 2014 in violation of the Court's Order to Appear and Show Cause.

7.4 The Court FINDS that Defendant SHANE V. GARNER, Individually, engaged in contemptuous conduct in violation of the Temporary Restraining Order and Temporary Injunction with Asset Freeze entered in this case, by removing and transferring his BMW SUV and computers from Texas to Florida in April 2013 after receiving actual notice of the Court's Temporary Injunction and continued to refuse to return the BMW SUV to Texas after receiving notice of the Temporary Injunction in this Cause.

7.5 The Court FINDS that, after receiving actual notice of the Court's Temporary Injunction in this Cause, Defendant SHANE V. GARNER, Individually, engaged in contemptuous conduct in violation of the Temporary Injunction with Asset Freeze, on June 26, 2013, and June 29, 2013 (one day before and two days after appearing for a hearing before this

Court on June 27, 2013), by causing a lock to be cut off of his frozen Public Storage Unit at 2420 N. Haskell Ave, Dallas, Texas 75204, and removing and transferring frozen assets from that storage unit.

7.6 The Court FINDS that, based on the parties' Agreed Stipulations, Findings of Fact and Conclusions of Law, further FINDINGS by the Court as enumerated in this judgment, as well as the pleadings, prior rulings of the Court, witness testimony, and other evidence before the Court in this Cause, and this Court's authority including pursuant to Section 17.47(d) of the Texas Business and Commerce Code, the following permanent injunctive relief is warranted to prevent future violations of the DTPA and the laws of the State of Texas.

7.7 IT IS THEREFORE ORDERED that Defendant SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY, as well as the agents, employees, attorneys, and all persons and other entities acting in concert with them, are hereby PERMANENTLY ENJOINED FROM:

a. Providing debt management services, or credit monitoring services, credit counseling service or otherwise conducting business in Texas as a debt management services organization or as an agent or employee of any person providing debt management services, credit counseling services or debt collection services in the State of Texas;

b. Entering into any contract with any person for purposes of the Defendant GARNER advertising, promoting, facilitating or providing debt management services, credit monitoring services, credit counseling services or debt collection services to any person.

c. Accepting any money or funds from any person for the purpose of advertising,

promoting, facilitating or providing debt management services, credit monitoring services, credit counseling services or debt collection services.

d. Advertising, offering for sale, or selling any good or service without clearly and conspicuously disclosing all the material terms of that good or service prior to accepting any form of payment for that good or service.

e. Representing that a business entity, program or service affiliated with either of the Defendant(s) has benefits, sponsorships or affiliations which it does not have.

f. Misrepresenting the benefits received, or which may be received, by any consumer using a good or service offered for sale by the Defendant(s). This includes, but is not limited to, representing that a consumer is able to improve their personal credit rating through the use of any goods, programs or services offered by the Defendant(s).

g. Causing (or threatening to cause) physical, emotional or economic harm to any current or former employee of either Defendant; any current or former customer of either Defendant, or any other person, because that person either offers to provide, or is requested to provide, cooperation to any civil or criminal law enforcement authority regarding either Defendant's compliance with the terms or conditions of this Final Judgment and Permanent Injunction.

7.8 IT IS FURTHER ORDERED ADJUDGED AND DECREED this Final Judgment and Permanent Injunction binds DEFENDANT SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY, and any of DEFENDANT GARNER's agents, employees, attorneys, and any persons or other entities acting in concert with them, who receive notice of this order by service or otherwise.

7.9 IT IS FURTHER ORDERED that SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY, shall provide written notice of this Final Judgment and Permanent Injunction to each of DEFENDANTS' (both Defendant GARNER, Individually, and d/b/a CREDIT SERVICES TODAY, and Defendant CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY) agents, attorneys and employees existing on or after the date of entry of this Final Judgment and Permanent Injunction and to each person who requests that either DEFENDANT SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY, or Defendant CREDIT ALLIANCE GROUP, INC., a/k/a CREDIT SERVICES TODAY, or its owner(s), render services, or perform actions, enjoined by this Final Judgment and Permanent Injunction.

#### **VIII. OTHER RELIEF**

8.1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if DEFENDANT SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY does not fulfill, or only partially fulfills, or violates, any of the terms and conditions of this Final Judgment and Permanent Injunction, including any provisions of Section VII. or Section VIII, then pursuant to Section 1.1 of this Final Judgment and Permanent Injunction, the facts as alleged in the STATE OF TEXAS' Original Petition in this cause shall be taken as admitted and stipulated true by the defaulting DEFENDANT SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY in any subsequent action filed by the STATE OF TEXAS to enforce its rights pursuant to this Final Judgment and Permanent Injunction.

8.2 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if Defendant SHANE V. GARNER, INDIVIDUALLY, violates the terms or conditions of Section VII. or

Section VIII. of this Final Judgment and Permanent Injunction, set forth herein above, that said Defendant(s) shall be subject to damages, fines, or penalties allowed by law, to be determined by this Court, for the acts that constitute contempt of court or otherwise a violation of the terms and conditions of this Final Judgment and Permanent Injunction.

8.3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Final Judgment and Permanent Injunction shall be effective immediately without the execution and filing of a bond as the State is exempt from such under Tex. Civ.Prac. & Rem. Code § 6.001.

8.4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon request of Plaintiff, the Clerk of the Court shall Issue a Writ of Injunction.

8.5 IT IS FURTHER ORDERED, ADJUDGED AND DECREED all relief not expressly granted herein, and all other claims for relief by Plaintiff against any Defendants arising from or related to the claims in this litigation, as well as all claims by any Defendant against Plaintiff, arising from any facts related to the claims in this litigation, to the extent not expressly granted herein, is hereby denied.

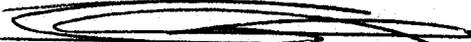
8.6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court retains its jurisdiction to enforce, modify, and construe this Final Judgment and Permanent Injunction.

8.7 IT IS FURTHER ORDERED ADJUDGED AND DECREED that Plaintiff, STATE OF TEXAS, is EXEMPT FROM A BOND under Texas Civil Practice and Remedies Code Section 6.001 and Texas Business and Commerce Code Section 17.47(b) in connection with this permanent injunction.

8.8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to the provisions of this Court's Order of October 3, 2013, DEFENDANT SHANE V. GARNER,

INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY, may be served with actual notice of the Permanent Injunctive Relief terms of Section VII. and Other Relief in Section VIII. of this Final Judgment and Permanent Injunction, by Plaintiff mailing a copy of this Final Judgment and Permanent Injunction, and Writ of Injunction, to Defendant SHANE V. GARNER, INDIVIDUALLY and d/b/a CREDIT SERVICES TODAY, by certified, registered and/or first class mail at: P.O. Box 1134, Lady Lake, Florida, 32158.

SIGNED this 19 day of Feb, 2014.

  
Hon. ERIC V. MOYE, JUDGE PRESIDING  
14th JUDICIAL DISTRICT COURT  
DALLAS COUNTY, TEXAS

AGREED AS TO FORM AND SUBSTANCE AS TO SECTIONS I. THROUGH VI., WITH ENTRY REQUESTED:

FOR THE ESTATE OF DEFENDANT SHANE V. GARNER, Individually and d/b/a CREDIT SERVICES TODAY

By: Richard B. Webber, Trustee

RICHARD WEBBER  
CHAPTER 7 BANKRUPTCY TRUSTEE for SHANE V. GARNER, INDIVIDUALLY  
Zimmerman Kiser and Sutcliffe, P.A.  
315 East Robinson Street, Suite 600, Orlando, FL 32801

AGREED AS TO FORM AND SUBSTANCE WITH ENTRY REQUESTED:  
FOR DEFENDANT CREDIT ALLIANCE GROUP, INC. a/k/a CREDIT SERVICES TODAY

By: Richard B. Webber, Trustee

RICHARD WEBBER  
CHAPTER 7 BANKRUPTCY TRUSTEE FOR CREDIT ALLIANCE GROUP, INC.  
Zimmerman Kiser and Sutcliffe, P.A.  
315 East Robinson Street, Suite 600, Orlando, FL 32801

FOR PLAINTIFF, STATE OF TEXAS



State of Texas v. Shane V. Garner, et al  
FINAL JUDGMENT AND PERMANENT INJUNCTION

By:   
\_\_\_\_\_  
ROB ROBINSON - SBN: 00794545

Assistant Attorney General  
Lead Attorney in Charge for Plaintiff, State of Texas

ANDREW D. LEONIE - SBN: 12216500

STEVE ROBINSON - SBN: 24046738

MADALYN WELLS - SBN: 24027430

Assistant Attorneys General  
Consumer Protection Division

OFFICE OF THE ATTORNEY GENERAL

1412 Main Street, Suite 810

Dallas, Texas 75202

Tel: 214-969-7639 Fax: 214-969-7615

**ATTORNEYS FOR PLAINTIFF**

STATE OF TEXAS }  
COUNTY OF DALLAS }

I, GARY FITZSIMMONS, Clerk of the District of Dallas County, Texas, do hereby certify that I have compared this instrument to be a true and correct copy of the original as appears of record in my office.

GIVEN UNDER MY HAND AND SEAL of said Court, at office in Dallas, Texas, this 9th day of May, A.D., 2014

GARY FITZSIMMONS, DISTRICT CLERK  
DALLAS COUNTY, TEXAS

By: [Signature] Deputy

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