

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

**MARK ENSMINGER**, *on behalf of himself and those similarly situated*,

Plaintiff,

v.

**CREDIT LAW CENTER, LLC a/k/a  
THOMAS ANDREW ADDLEMAN L.L.C.,  
d/b/a CREDIT LAW CENTER,**

And

**THOMAS ADDLEMAN a/k/a TOM  
ADDLEMAN**

Defendants.

**Case No.: 2:19-cv-02147-JWL-JPO**

**JURY TRIAL DEMAND**

**FIRST AMENDED CLASS ACTION COMPLAINT**

1. This is a class action under the Credit Repair Organizations Act (“CROA”), 15 U.S.C. § 1679 *et seq.* and state law claims for breach of fiduciary duty.

2. Defendants violated the Credit Repair Organizations Act, 15 U.S.C. § 1679 *et seq.* (“CROA”) in three distinct ways, and also breached their fiduciary duty to Plaintiff and the putative class.

3. In response to abuses in the credit repair industry, Congress enacted the CROA in 1996, as an amendment to the Consumer Protection Act.

4. Congress did so against the backdrop of express findings that consumers have a vital interest in establishing and maintaining their credit worthiness and credit standing. In order to obtain credit, consumers who have experienced credit problems may seek assistance from credit repair organizations that offer to improve their credit standing. Moreover, certain advertising and

business practices of companies engaged in the type of business that CREDIT LAW CENTER LLC a/k/a THOMAS ANDREW ADDLEMAN L.L.C. d/b/a Credit Law Center and Thomas Addleman a/k/a Tom Addleman (“Defendants”) operate, have worked a financial hardship upon consumers, particularly those of limited economic means and who are inexperienced in credit matters. *See* 15 U.S.C. § 1679(a).

5. The purpose of CROA, enacted April 1, 1997, is to improve the policing of companies associated with services offered to aid in credit repair by ensuring that consumers seeking to utilize such services be provided additional disclosures and other protections against deceptive business practices. *See* 15 U.S.C. § 1679(b).

6. CROA prohibits charging or receiving any money until after the service is “fully performed.” CROA, § 1679b(b).

7. CROA mandates that the required written disclosures informing consumers of their rights under CROA be provided “separately from any written contract or other agreement...” CROA, § 1679c(b).

8. CROA requires a conspicuous “notice of cancellation...” CROA, § 1679d(b)(4).

### **Jurisdiction and Venue**

9. This Court has subject matter jurisdiction under 15 U.S.C. § 1679g and 28 U.S.C. § 1331. The Court has jurisdiction as to Count, breach of fiduciary duty, IV under 28 USC § 1367, because Count IV is substantially related to the original claim under CROA.

10. Venue is proper in this Court under 28 U.S.C. § 1391(b) as the acts and transactions giving rise to this action occurred in this district, and as Mr. Mark Ensminger (“Plaintiff”) resides in this district.

### **Parties**

11. Plaintiff is a natural person and a citizen of the State of Kansas.

12. Plaintiff is a consumer as defined by 15 U.S.C. §1679a(1).

13. Defendant, CREDIT LAW CENTER, LLC a/k/a THOMAS ANDREW ADDLEMAN L.L.C., d/b/a Credit Law Center, is a law firm structured as a Missouri limited liability company with its principle place of business in Lee's Summit, Missouri.

14. Defendant, Thomas Addleman a/k/a/ Tom Addleman, is an attorney who is licensed to practice, and so practices, in the State of Missouri, including with the jurisdiction of this Court.

15. Defendant Thomas Addleman a/k/a Tom Addleman is a Kansas attorney.

16. Defendant, Thomas Addleman a/k/a/ Tom Addleman is the sole member and owner of Defendant, CREDIT LAW CENTER, LLC a/k/a THOMAS ANDREW ADDLEMAN L.L.C., d/b/a Credit Law Center.

17. Defendant, Thomas Addleman a/k/a/ Tom Addleman, acted as the attorney for Plaintiff.

18. Defendant, Thomas Addleman a/k/a/ Tom Addleman, acted as the legal representative for Plaintiff.

19. Credit Law Center is a registered fictitious name owned by THOMAS ANDREW ADDLEMAN L.L.C., which does business as Credit Law Center.

20. THOMAS ANDREW ADDLEMAN L.L.C. is a law firm registered in the State of Missouri.

21. Defendants are jointly and severally liable for all claims alleged by Plaintiff and the putative class.

22. Defendants use instrumentalities of interstate commerce or the mails to sell, provide, or perform (or represent that it can or will sell, provide, or perform) any service, in return

for the payment of money or other valuable consideration, for the express or implied purpose of improving any consumer's credit record, credit history, or credit rating, or providing advice or assistance to any consumer with regard to any activity or service related to improving any consumer's credit record, credit history, or credit rating.

23. Defendants are each a credit repair organization as defined by 15 U.S.C. § 1679(a)(3)(A).

### **Factual Allegations**

24. On February 27, 2015 Plaintiff entered into an Engagement Agreement and Limited Designation of Agency ("Engagement Agreement") with Defendants. A redacted copy of this Engagement Agreement is attached as Exhibit A.

25. Defendants presented this Engagement Agreement as a comprehensive electronic document, stamped: DocuSign Envelope ID: B2C24984-D017-4FA0-9745-85BD892F363C ("E-Doc"), which is comprised of the following eight documents and agreements, in this order:

- a. Credit Law Center letter
- b. Client Information Sheet
- c. Limited Scope Representation Agreement
- d. CROA Sec. 405 Disclosure
- e. Power of Attorney
- f. HIPAA Release of Information Authorization Form
- g. Notice of Cancellation
- h. Notice of Cancellation

26. Defendants represent that they are "designed to assist [the client] in [their] efforts to ensure that [their] credit reports fairly and accurately reflect [their] credit history, and to provide

[the client] with valuable guidance as [they] continue to manage [their] credit.” Exhibit A at 3.

27. The Engagement Agreement sets out the responsibilities and obligations of Plaintiff and Defendants.

28. Defendant, Tom Addleman, signed an authorization form that stated:

“If applicable, Legal Representative sign below: *By signing this form, I represent that I am the legal representative of the client identified above and will provide written proof (e.g. Power of Attorney, living will, guardianship papers, etc.) that I am legally authorized to act on the client’s behalf with respect to this authorization form.*

Name of Legal Representative: Tom Addleman”

29. The client identified in the authorization described in the preceding paragraph was Plaintiff, Mark Ensminger.

30. Under the Engagement Agreement, Defendants agree to staff attorneys, paralegals, clerical staff, or others, to assist in handling the client’s case.

31. Under the Engagement Agreement, Defendants agree to investigate and dispute credit reporting errors or omissions.

32. In return for these credit repair services, Plaintiff and the class members agree to pay for these services.

33. Defendants demanded, and Plaintiff paid, \$300.00 within seven days of entering into the Engagement Agreement.

34. Plaintiff did not owe the \$300.00 that he paid Defendants.

35. Defendants demanded that Plaintiff and the putative class members pay monies described as a retainer amount (hereinafter “Retainer”) within seven days after signing the Engagement Agreement for all contracts exceeding \$500.00.

36. Plaintiff’s contract exceeded \$500.00, as set by the Engagement Agreement’s “Contract Cap” of \$1,200.00.

37. The Engagement Agreement provides that “Any contract exceeding a total of \$500.00 will require a retainer that will be collected seven (7) days after the date the contract is signed by the client.” Exhibit A at 5.

38. The Retainer for Plaintiff’s contract with Defendants was due on or before March 4, 2015.

39. Defendants received Plaintiff’s Retainer on or before March 4, 2015.

40. Plaintiff was required to authorize up to \$1,200.00 in fees for Defendants’ services, which was described as a “Contract Cap” for “negative items being repaired or removed from my credit reports.”

41. These payments were demanded, and paid, before the completion of the services outlined in the Engagement Agreement.

42. Plaintiff did not owe the monies demanded by and paid to Defendants.

43. Any credit repair services contract entered into between a consumer and a credit repair organization is void when or if the credit repair organization demands or accepts payment prior to the completion of the credit repair services.

44. Defendants demanded payment for credit repair services from Plaintiff, thereby making void the credit repair services contracts they entered into with Plaintiff.

45. Because the credit repair services contract, in this case titled an Engagement Agreement, was void, Defendants had no legal right to the monies tendered by Plaintiff and by members of the Class.

**Count I**  
**Violation of CROA, 15 U.S.C. § 1679b(b)**

46. Plaintiff repeats and re-alleges each factual allegation above as though set forth in full hereunder.

47. This claim is for Defendants' violation of CROA's prohibition on charging or receiving payment before full performance of services.

48. The CROA provides "No credit repair organization may charge or receive any money or other valuable consideration for the performance of any service which the credit repair organization has agreed to perform for any consumer before such service is fully performed." 15 U.S.C. § 1679b(b).

49. Defendants require payment in the form of a fee be paid within 35 days of entering into the Engagement Agreement.

50. Defendants charged Plaintiff and the putative class money prior to fully performing any credit repair services on their behalf.

51. In requiring payment in advance of completion of services, Defendants violated 15 U.S.C. § 1679b(b).

52. As a direct and proximate result of Defendants' demand for an advance payment from Plaintiff, Plaintiff was deprived of the use of his money, resulting in Plaintiff's loss of time value of his money.

53. Time value of money is a core principle of finance that holds money available at the present time is worth more than the identical sum in the future.

54. The conduct of Defendants was the direct and proximate cause, as well as a substantial factor, in bringing about the actual damages and harm to the Plaintiff and the putative class, including *inter alia*, payment of a Retainer before Defendants performed services, as outlined more fully above. As a result, Defendants are each liable to the Plaintiff for the full amount of statutory, actual and punitive damages, along with the attorneys' fees and the costs of litigation, as well as such further relief, as may be permitted by law.

**WHEREFORE**, Plaintiff seeks judgment and damages in favor of Plaintiff and the putative class against the Defendants based on the following requested relief:

- a. Actual damages, totaling the greater of the amount sustained as a result of the violation, or any amount paid to Defendants;
- b. Punitive damages as calculated by 15 U.S.C. § 1679g(a)(2)(B)(i)-(ii);
- c. Costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1679g(a)(3); and,
- d. Such other and further relief as may be necessary, just and proper.

**Count II**  
**Violation of CROA, 15 U.S.C. § 1679c(b)**

55. Plaintiff incorporates by reference all preceding allegations as though set forth in shall be provided as a document which is separate from any written contract or other agreement between the full hereunder.

56. This claim is for Defendants' violation of CROA's requirement that CROA's 1679c Disclosures be provided to consumers as a separate document.

57. CROA requires that the § 1679c CROA Disclosures be provided in a separate document from any other written material provided to the consumer. *See* CROA § 1679c(b).

58. Defendants provided the § 1679c Disclosures in an E-Doc, which is a single, combined electronic document comprised of eight distinct agreements, with the mandatory § 1679c Disclosures set forth on page 6 of 10.

59. Congress deemed provision of the § 1679c Disclosures important enough to warrant a dedicated Section of CROA's 10-part Subchapter, entitled: 15 U.S. Code § 1679c. Disclosures.

60. Congress deemed these Disclosure rights important enough to require inclusion of requisite verbatim Disclosure language in every consumer contract providing credit repair services, as set forth in CROA § 1679c(a).



61. Defendants' failure to provide Plaintiff and the putative with a separate statement containing their Disclosure rights deprived them of the information necessary to make an informed decision about the purchase of credit repair services, as intended by Congress.

62. Such information, if properly provided, could have helped Plaintiff and the putative class avoid entering this otherwise violative contract with Defendants.

63. The conduct of Defendants was a direct and proximate cause, as well as a substantial factor, in bringing about the actual damages and harm to the Plaintiff and the putative class, including *inter alia*, payment of a Retainer before Defendants performed services, as outlined more fully above. As a result, Defendants are each liable to the Plaintiff for the full amount of statutory, actual and punitive damages, along with the attorneys' fees and the costs of litigation, as well as such further relief, as may be permitted by law.

**WHEREFORE**, Plaintiff seeks judgment and damages in favor of Plaintiff and the putative class against the Defendants based on the following requested relief:

- e. Actual damages, totaling the greater of the amount sustained as a result of the violation, or any amount paid to Defendants;
- f. Punitive damages as calculated by 15 U.S.C. § 1679g(a)(2)(B)(i)-(ii);
- g. Costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1679g(a)(3); and,
- h. Such other and further relief as may be necessary, just and proper.

**Count III**  
**Violation of CROA, 15 U.S.C. § 1679d(b)(4)**

64. Plaintiff incorporates by reference all preceding allegations as though set forth in full hereunder.

65. This claim is for Defendants' violation of CROA's requirement that credit repair contracts contain conspicuous notice of consumers' right to cancel.

66. CROA 1679d(b)(4) requires: “a conspicuous statement in bold face type, in immediate proximity to the space reserved for the consumer’s signature on the contract, which reads as follows:”

You may cancel this contract without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the contract. See the attached notice of cancellation form for an explanation of this right.

67. Defendants’ contract with Plaintiff and the putative class violates this requirement, providing only that:

You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day which begins after the date the contract is signed by you.

See Exhibit A at 5.

68. Defendants deprived Plaintiff and the putative class of their right to information; specifically due notice of their cancellation rights under CROA.

69. Defendants’ notice is not in “bold.”

70. Defendants’ notice does not contain the provision: “See the attached notice of cancellation form for an explanation of this right.”

71. The Notice of Cancellation form in the Engagement Agreement is buried at the end of ten pages of various documents and agreements, after a Power of Attorney form, and a HIPAA Release of Information Authorization Form, at pages 9 and 10. See Exhibit A.

72. Congress deemed notice of cancellation rights important enough to mandate inclusion of requisite verbatim language in every consumer contract providing credit repair services.

73. Defendants’ failure to provide Plaintiff and the putative with a conspicuous notice of the right to cancel deprived them of the information necessary to make an informed decision about the purchase of credit repair services.

74. Such information, if properly provided, could have helped Plaintiff and the putative class avoid entering this otherwise violative contract with Defendants.

75. The conduct of Defendants was a direct and proximate cause, as well as a substantial factor, in bringing about the actual damages and harm to the Plaintiff and the putative class, including *inter alia*, payment of a Retainer before Defendants performed services, as outlined more fully above. As a result, Defendants are each liable to the Plaintiff for the full amount of statutory, actual and punitive damages, along with the attorneys' fees and the costs of litigation, as well as such further relief, as may be permitted by law.

**WHEREFORE**, Plaintiff seeks judgment and damages in favor of Plaintiff and the putative class against the Defendants based on the following requested relief:

- i. Actual damages, totaling the greater of the amount sustained as a result of the violation, or any amount paid to Defendants;
- j. Punitive damages as calculated by 15 U.S.C. § 1679g(a)(2)(B)(i)-(ii);
- k. Costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1679g(a)(3); and,
- l. Such other and further relief as may be necessary, just and proper.

**Count IV**  
**Breach of Fiduciary Duty**

76. Plaintiff incorporates by reference all preceding allegations as though set forth in full hereunder.

77. This claim is for breach of fiduciary duty.

78. The Engagement Agreement is a retainer agreement between Defendants' law firm and Plaintiff and members of the putative class.

79. The Engagement Agreement sets out a scope of legal representation of Plaintiff and members of the putative class.

80. Because of the Engagement Agreement with Plaintiff and members of the class, Defendants owed Plaintiff and members of the class a fiduciary duty.

81. Inherent within this fiduciary relationship are the duties of loyalty, integrity, candor, and good faith.

82. Defendants breached its fiduciary duty to Plaintiff and members of the class by engaging in the acts and omissions alleged herein, including among other things, accepting payment for credit repair services before such services were fully performed, in violation of the CROA.

83. As a direct and proximate result of Defendants' breaches of fiduciary duties owed to Plaintiff and members of the class, Plaintiff and the class members have suffered damages, including the loss of time value of the money paid to Defendants before it was allowed to be collected under CROA.

84. .

**WHEREFORE**, Plaintiff seek judgment in favor of Plaintiff and the putative class, and damages against the Defendants, in an amount in excess of \$75,000.00, plus costs, and other and further relief as may be necessary, just and proper.

#### **CLASS ACTION ALLEGATIONS**

85. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, Plaintiff brings this action for himself and on behalf of the following class and subclasses (collectively the "Class") initially defined as follows:

a. **CROA Payment before Performance Class**

All natural persons in the United States who (1) entered into an Engagement Agreement with Defendants (2) within the five year period preceding the date of this class action complaint, and (3) who was charged by or made any payment to Defendants at the time of execution of the Engagement Agreement or prior to any credit repair

services being fully performed.

**b. E-Doc Disclosure Statement Sub-Class**

All natural persons in the United States who (1) entered into an Engagement Agreement with Defendants (2) within the five year period preceding the date of this class action complaint, and (3) who received a disclosure statement containing CROA rights as part of an E-Doc or DocuSign Envelope or did not receive a disclosure statement containing CROA rights separately from any other agreement.

**c. Cancellation Notice Sub-Class**

All natural persons in the United States who (1) entered into an Engagement Agreement with Defendants (2) within the five year period preceding the date of this class action complaint, and (3) who received notice of right to cancel the contract with Defendants in substantially the same form as Plaintiff.

48. Numerosity. FED. R. CIV. P. 23(a)(1). The Class members are so numerous that joinder of all is impractical. The names and addresses of the Class members are identifiable through documents maintained by Defendants, and the Class members may be notified of the pendency of this action by published and/or mailed notice. Numerosity can be inferred by Defendants' size, that it employs thousands of employees and the fact that its omissions are part of its routine business practice.

49. Existence and Predominance of Common Questions of Law and Fact. FED. R. CIV. P. 23(a)(2). Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting only individual members. These common legal and factual questions include, among other things and without limitation:

- a. Whether members of the putative class were charged by or paid any monies to Defendants prior to services being fully completed;
- b. Whether Defendants violations under CROA rendered the contracts with Plaintiff and the class void;
- c. Whether deprivation of money that Defendants demanded to be paid before services were completed caused injury by the loss time value of the money paid;

- d. Whether Defendants provided the requisite disclosures under CROA;
- e. Whether the violations alleged by Defendants herein were conducted recklessly, knowingly, or intentionally in conscious disregard of the rights of class members; and
- d. Whether Defendants' conduct constituted violation of the CROA or breach of fiduciary duty.

50. Typicality. FED. R. CIV. P. 23(a)(3). Plaintiff's claims are typical of the claims of each Class member. Plaintiff is entitled to relief under the same causes of action as the other members of the Class.

51. Adequacy. Plaintiff is an adequate representative of the Class because his interests coincide with, and are not antagonistic to, the interests of the members of the Class he seeks to represent, he has retained counsel competent and experienced in such litigation, and he intends to prosecute this action vigorously. Fed. R. Civ. P. 23(a)(4). Plaintiff and his Counsel will fairly and adequately protect the interests of members of the Class.

52. Superiority. Questions of law and fact common to the Class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3). The damages sought by each member are such that individual prosecution would prove burdensome and expensive given the complex and extensive litigation necessitated by Defendants' conduct. It would be virtually impossible for the members of the Class individually to redress effectively the wrongs done to them. Even if the members of the Class themselves could afford such individual litigation, it would be an unnecessary burden on the courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the complex legal and factual issues

raised by Defendants' conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in just one case.

53. Injunctive Relief Appropriate for the Class. Class certification is appropriate because Defendants have acted on grounds generally applicable to the Class, making appropriate equitable injunctive relief with respect to Plaintiff and the Class members. Fed. R. Civ. P. 23(b)(2).

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, on behalf of himself and all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

- d. Determining that this action is a proper class action;
- e. Certifying Plaintiff as a Class representative;
- f. Certifying Plaintiff's counsel as Class counsel;
- g. Finding that Defendants violated the CROA;
- h. Finding that Defendants breached their fiduciary duties;
- i. Awarding Plaintiff, and the members of the CROA class and sub-classes, actual damages sustained as a result of Defendants' failure to comply with the CROA;
- j. Returning to the members of the Class all amounts paid to Defendants;
- i. Awarding Plaintiff, and the members of the Class, injunctive relief;
- j. Awarding Plaintiff, and the members of the Class, punitive damages;
- k. Awarding Plaintiff, and the member of the Class, reasonable attorneys' fees incurred in this action, and costs;
- l. Awarding Plaintiff, and the members of the Class, any pre-judgment and post-judgment interest as may be allowed under the law;

m. Awarding such other and further relief as the Court may deem just and proper.

**JURY TRIAL DEMAND**

Plaintiff, on behalf of himself and the Class, demands a trial by jury on all claims.

*Respectfully Submitted,*

By: /s/ Michael H. Rapp

Michael H. Rapp #25702

A.J. Stecklein #16330

Matthew S. Robertson #27254

Stecklein & Rapp Chartered

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Kansas City, KS 66101

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*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

The undersigned certifies that on September 12, 2019 the foregoing document was electronically filed with the Clerk of the Court's CM/ECF system, which is automatically send notification to counsel of record.

/s/ Michael H. Rapp  
Attorney for Plaintiff



# Exhibit A



Dear Client,

Thank you for retaining the Credit Law Center to help improve your credit rating. We understand the process of working to improve your credit can be confusing and difficult at times. To help you understand the process, please read the following pages carefully. After review, complete and return all paperwork to us with proper documentation and the payment agreement.

Along with your signed contract we will need verification of your address and social security number. You can use the following documents for address verification: driver's license, state issued ID card, bank or credit union statement, canceled check, government issued ID card, or a utility bill (water, gas, electric or telephone). We also need a copy of your social security card, military ID or most recent W2 for social security verification.

Please forward copies of all correspondence you receive from the credit bureaus after you retain us. The information contained in the reports you receive from the credit bureaus is essential to proceed in improving your credit rating.

We look forward to helping you restore your credit. Feel confident you are making the right choice by hiring our firm.

Best Regards,

*Paige White*  
Credit Analyst  
Office: 816-272-8859  
eFax: 1-855-534-9375  
PaigeW@CreditLawCenter.com

**Credit Law Center**  
255 NW Blue Parkway, Suite 200, Lee's Summit, MO 64063  
[www.CreditLawCenter.com](http://www.CreditLawCenter.com)

**Client Care:**  
816-994-4600      ClientCare@CreditLawCenter.com

**Billing:**  
816-875-5436      Billing@CreditLawCenter.com

**Client Documents:**      Submit@CreditLawCenter.com

Client Information Sheet

*Your Credit Analyst: Paige White*

First Name: Mark Last Name: Ensminger

Name You Go By: Mark Maiden Name: n/a

Cell Phone: [REDACTED] Alternate Phone: n/a

Street Address: [REDACTED]

City, State, Zip: [REDACTED]

Email: [REDACTED]

Your SSN: [REDACTED] Your DOB: [REDACTED]

Website:  www.[REDACTED].com  Other: na

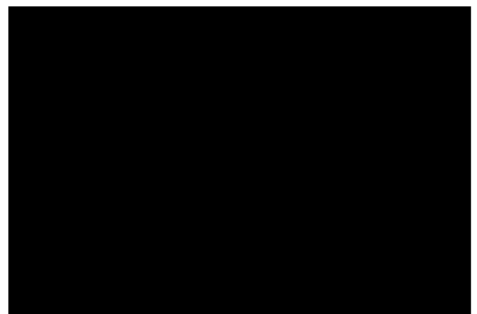
Username: [REDACTED] Password: [REDACTED]

Answer to Website's Security Question: [REDACTED]

Are debt collectors contacting you, either by phone or mail?

Are you self-employed or a business owner?

May we keep the person that referred you to us up to date on your file?



**For Office Use Only**

Contract Date: 2/27/2015 Contract Cap: \$1200.00 First Pull Date: 4/7/15 First Pull Amount: \$300.00

Retainer: \$300.00 Affiliate: [REDACTED]

Related To: na

## **LIMITED SCOPE REPRESENTATION AGREEMENT**

### **ENGAGEMENT AGREEMENT AND LIMITED DESIGNATION OF AGENCY**

Thank you for hiring Credit Law Center, LLC, 255 NW Blue Parkway, Suite 200, Lee's Summit, Missouri 64063 to represent you. This Engagement Agreement and Limited Designation of Agency ("Contract") is made in the state of Missouri and constitutes the complete understanding between you and Credit Law Center (the "Representation").

#### **I. Definitions**

- A. Bureaus - The term "Bureaus" shall mean, collectively or individually, the major credit bureaus (TransUnion, Equifax, and Experian).
- B. Communications - The term "Communications" shall mean written or electronic communications to Bureaus and/or Furnishers. Communications will be sent in accordance with your instructions and information as well as with the Credit Law Center's analysis of your credit reports.
- C. Content - The term "Content" shall mean the Credit Law Center's works of authorship, including but not limited to its registered marks, copyrighted material, any revisions, medications and enhancements thereto, and any trade dress.
- D. Furnishers - The term "Furnishers" shall mean one or more credit report information furnishers (for example, creditors, debt collectors, and banks).

#### **II. SERVICES AND REPRESENTATION**

Credit Law Center performs one or more of the following ongoing and periodic services as appropriate in its judgment and discretion: receives and reviews Bureau and Furnisher correspondence sent to us directly or by you; collects and reviews updated information and instructions from you regarding your circumstances, goals, and case; monitors and analyzes your case; provides you with status updates regarding your case; and prepares and sends one or more additional Communications on your behalf.

Credit Law Center's Representation is designed to assist you in your efforts to ensure that your credit reports fairly and accurately reflect your credit history, and to provide you with valuable guidance as you continue to manage your credit. Credit Law Center uses its judgment and discretion to determine the content, number and frequency of the Communications. This Contract is only for the services listed in this contract and does not include pre-litigation or litigation services.

Limited Scope of Legal Representation: Credit Law Center hereby agrees to investigate your credit report and dispute inaccurate reporting. This legal representation is limited in scope to these services only. Any additional legal representation would constitute another matter and would require a separate agreement.

#### **III. CREDIT LAW CENTER WILL NOT DO ANY OF THE FOLLOWING:**

Credit Law Center will not file your case in court or perform pre-litigation services on your behalf, except under a separate written agreement signed by both you and Credit Law Center. Credit Law Center assists you in contacting Bureaus and Furnishers to address items on your credit reports, but Credit Law Center does not promise or provide any specific outcome with regard to your credit history or credit report. Multiple attempts to assist you in this effort may be necessary, and should you deem Credit Law Center's actions to be unsuccessful, you may need to seek additional legal representation regarding a particular Furnisher or Bureau.

Credit Law Center will not dispute accurate information within your credit report.

**IV. STAFFING**

Credit Law Center may ask various attorneys, paralegals, clerical staff, or others to assist in handling your case. Credit Law Center may also need to employ professionals, investigators, advisors, consultants, or others to perform work on your case. You agree services in connection with your Representation may be performed by any attorney, or law firm that is associated with Credit Law Center or any such attorney's or law firm's paralegals, clerical staff or other assistants. There is no additional charge to you for work performed by these individuals.

**V. CLIENT OBLIGATIONS AND FEE AGREEMENT**

You will be required to keep [www.IdentityIQ.com](http://www.IdentityIQ.com) active and provide Credit Law Center with that password and account information. You cannot order any new credit reports yourself from [www.IdentityIQ.com](http://www.IdentityIQ.com) while under contract with Credit Law Center. If you do then you will be obligated to pay \$19.99 for a new report when it is needed. You further understand if you fail to provide the above information, your account will be charged at a rate representing 70% success for the services you have received. In addition, you will provide Credit Law Center copies or originals of all of the correspondence you receive from the credit bureaus.

**Charges:** The amount authorized below will be deducted in 35 days from the date of this contract unless the total items deleted/corrected are less than that amount then the lesser amount will be withdrawn. In the event a retainer has been paid, there will be a credit on the first invoice for the retainer amount.

*For Example:*

*If you have authorized a payment of \$500.00 in 35 days and we repair \$400.00 worth of items, then we will only deduct \$400.00 from your account and continue working on your items. If the total exceeds the \$500.00, we will deduct the \$500.00 and suspend any further work until balance is paid in full.*

You understand and agree that you will be charged upon the inaccurate disputed items being removed from your credit report. If you fail to pay the amount charged pursuant to this agreement, Credit Law Center can freeze any further actions on your behalf until such time as your bill is paid in full.

**Unpaid Balances:** Any balance left unpaid for 30 days without payment arrangements being made will be subject to a 10% late fee. Each 30 day increment thereafter will be an additional 10% late fee. Any account left unpaid for 60 days without payment arrangements being made will force Credit Law Center to pursue legal remedies which could include but are not limited to: a lawsuit and judgment against you; garnishment of your bank accounts or wages; and further responsibility for filing, administrative, and legal fees.

**\*Notice there will be a \$35.00 charge for declined cards and returned checks\***

<b><u>Fee Agreement for Removal of:</u></b>	<i>per bureau</i>	<b><u>Additional Pricing</u></b>	
<b>Late Pays</b>	<b>\$30</b>	<b>Certified Mail</b>	<b>\$8</b>
<b>Collections/Repossessions</b>	<b>\$65</b>	<b>Administration Fee</b>	<b>\$95</b>
<b>Public Records</b>	<b>\$65</b>	<b>Minimum Contract Price</b>	<b>\$300</b>
<b>Inquiries/Social Security #</b>	<b>\$65</b>		
<b>Bankruptcies/Foreclosures</b>	<b>\$120</b>		

I understand these fees will be charged per credit reporting agency (Experian, Equifax (CSC), and TransUnion). I hereby authorize Credit Law Center to charge the credit card up to the amount of \$300.00 on or after 4/7/15 (thirty-five days from the date of this contract). I also understand that my fees with Credit Law Center will not exceed \$1200.00 {Contract Cap} for the negative items being repaired or removed from my credit reports, not including the administration fee and any certified letters sent on my behalf. Any new negative items that appear on my credit report after the contract date will be priced accordingly and will be excluded from the Contract Cap.

Any contract exceeding a total of \$500.00 will require a retainer that will be collected seven (7) days after the date the contract is signed by the client. Other than this contract there will be no prior notice that the retainer will be collected. If the value of the items repaired or removed at the 35 day mark are less than the retainer amount, I can request a refund of excess funds and all further work on the file will be suspended. Other than the retainer, I understand that I will only be charged after Credit Law Center document that the negative items were repaired or removed from my credit reports. The retainer amount for this contract will be \$300.00.

For Example:

If you have authorized a payment of \$500.00 in 35 days and have paid a \$200 retainer.... after we have totaled up your results it only comes to \$450.00, then we will only deduct \$250.00 from your account and continue working on your items. If the total exceeds the \$500.00 we will deduct the remaining \$300.00 and suspend any further work until balance is paid in full.



Credit Card

Debit Card

Credit Card Number: [Redacted]

Expiration Date: [Redacted] 3 Digit Security Code: [Redacted]

Name on card: Mark Ensminger

Billing Address [Redacted]

City [Redacted] State: [Redacted] Zip: [Redacted]

Cardholder's Signature: *Mark Ensminger* Date: 2/27/2015  
DocuSigned by: Mark Ensminger 057097660AC0424...

Signature of Client: *Mark Ensminger* Date: 2/27/2015  
DocuSigned by: Mark Ensminger 057097660AC0424...

You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day which begins after the date the contract is signed by you.

CREDIT REPAIR ORGANIZATIONS ACT**SEC. 405. DISCLOSURES.**

(a) *Disclosure Required.*--Any credit repair organization shall provide any consumer with the following written statement before any contract or agreement between the consumer and the credit repair organization is executed:

**Consumer Credit File Rights under State and Federal Law**

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any "credit repair" company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact: The Public Reference Branch Federal Trade Commission Washington, D.C. 20580'.

Date: 2/27/2015

DocuSigned by:

Mark Emsinger

057097660AC0424

Mark Emsinger

Client Printed Name

## POWER OF ATTORNEY

### I. PRINCIPAL AND ATTORNEY-IN-FACT

I hereby appoint the following person to serve as my attorney-in-fact, to act for me in any lawful way with respect to the subjects indicated below.

Name: Credit Law Center

Address: 255 NW Blue Parkway, Suite 200, Lee's Summit, MO 64063

### II. EFFECTIVE TIME

This Power of Attorney shall become effective immediately and shall continue to be effective for one year or until I give written notice of cancellation to the address listed above.

### III. POWERS OF ATTORNEY-IN-FACT

My attorney-in-fact shall have the power to act in my name, place and stead in any way which I myself could do with respect to the following matters to the extent permitted by law:

**The power to: Act on my behalf in negotiating payment terms with my creditors and also the power to submit letters on my behalf to all credit bureaus and receive documents that relate to my credit and credit history; that shall include credit reports, prior dealings with creditors and settlement offerings made by creditor. The power to file suit and other legal remedies should the need arise in my situation. I understand that I will be notified prior to any such filing.**

My attorney-in-fact is empowered to take all further action, including the payment of expenditures and the preparation and execution of all documents, as the attorney-in-fact deems necessary or appropriate in order to fully effectuate these matters.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney on the date set forth below.

Date: 2/27/2015

DocuSigned by:  
  
057097680AC0424...

Mark Emsinger

Client Printed Name



HIPAA Release of Information  
AUTHORIZATION FORM

I Mark Emsinger hereby authorize CREDIT LAW CENTER, LLC and its affiliates, employees, and agents, to release to Credit Law Center my personal health information (e.g., information relating to the diagnosis, treatment, claims payment, and health care services provided or to be provided to me and which identifies my name, address, social security number, member ID number, etc.) except the following information about me: [DESCRIBE INFORMATION NOT TO BE DISCLOSED, IF ANY]

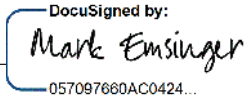
N/A

This authorization is for the purpose of helping me to resolve claims and health benefit coverage issues. I understand that any personal health information or other information released to CREDIT LAW CENTER, LLC may be subject to re-disclosure by such organization and may no longer be protected by applicable federal and state privacy laws.

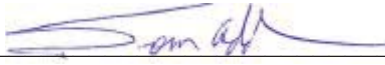
This authorization is valid from the date of my (or my representative's) signature below and shall expire in one year unless I give you written notice of cancellation.

I understand that I have a right to revoke this authorization by providing written notice to CREDIT LAW CENTER, LLC. However, this authorization may not be revoked if CREDIT LAW CENTER, LLC, its employees or agents have taken action on this authorization prior to receiving my written notice. I also understand that I have a right to have a copy of this authorization.

I further understand that this authorization is voluntary and that I may refuse to sign this authorization. My refusal to sign will not affect my eligibility for benefits, enrollment, or payment for or coverage of services.

Name of Client: Mark Emsinger  
Signature of Client:   
Date: 2/27/2015

If applicable, Legal Representative sign below:  
*By signing this form, I represent that I am the legal representative of the client identified above and will provide written proof (e.g. Power of Attorney, living will, guardianship papers, etc.) that I am legally authorized to act on the client's behalf with respect to this authorization form.*

Name of Legal Representative: Tom Addleman  
Signature of Legal Representative:   
Date: 2/27/2015

**Notice of Cancellation**

You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day after the date the contract is signed by you.

To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Credit Law Center at 255 NW Blue Parkway, Suite 200, Lee’s Summit, MO 64063 before midnight on \_\_\_\_\_.

I hereby cancel this transaction,

Name of Client: \_\_\_\_\_

Signature of Client: \_\_\_\_\_

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

**Notice of Cancellation**

You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day after the date the contract is signed by you.

To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Credit Law Center at 255 NW Blue Parkway, Suite 200, Lee’s Summit, MO 64063 before midnight on \_\_\_\_\_.

I hereby cancel this transaction,

Name of Client: \_\_\_\_\_

Signature of Client: \_\_\_\_\_

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