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| Subject: Legal Cheat Sheet | Product: Customer Loyalty Group | Approved on: 4.26.2024 |
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Do we have summons?

- No- advise client to upload all pages to client portal for us to assist
- Yes- does the creditor name and account number match an enrolled account?
 - No- advise client this is not enrolled and to work out a payment plan with the law firm on the summons directly.
 - Yes- ensure the creditor is updated to the law firm, current balance matches the amount on summons and account is marked legal, summons
- What is the court date or response time?
 - Add court date onto intake form or note the response time so you can calculate the date according to the date received
- Is this account already settled?
 - Yes- check to see if the recording or filing date was before the settlement date, this could mean they filed prior to the agreement being finalized. Submit intake and email Evan Davis to ensure it is researched.
 - No- was it previously settled and agreement lost?

Check the calc

- Is there a shortfall in the calc?
 - No – look to see if funds are building or when funds will start to build up
 - Yes – advise the client of the shortfall amount and encourage client to schedule a draft to make up those funds as soon as possible, in order for negotiators to be able to assist them with this document

Open Intake Form

1. Creditor – Select the creditor for the summons
2. Escalation Type – Legal
3. Escalation Reason – Legal Action
4. Lawsuit Service:
 - i. Personal if hand-delivered or picked up at sheriff's office/court
 - ii. Alternative if received in the mail or other means
5. Lawsuit Service date – date the document was received
6. Court Date – the date of court appearance or when response is due (count weekends and holidays, if the last date lands on the weekend or holiday, select the business day before.)
7. Lawsuit Special Defense notes: use this box to note the response date, the estimated amount quoted to the client, any notes or comments the client has mentioned about the funds needed or creditor mentioned, anything useful for the negotiator and/or BLP to know about
8. Estimated Funds Needed – this will give you an estimate of what negotiations may need to expedite settlement. You can also use the negotiators calc to ensure estimate is correct.
9. When might client be able to begin a settlement/payment plan? – the date the client can start SD needed to expedite sif
10. Contributions – this will advise negotiations if the client can cover the estimated amount

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- a. fill in the full amount needed for negotiations if the client can cover the estimate
 - b. add 1 in the box if no funds are needed
 - c. ensure the client is aware negotiators will not reach out until funds are available if they cannot increase the drafts
 - d. Ensure the Eligible For Negotiations field is marked correctly
 - i. X – when client cannot cover amount needed or nego or make up the shortfall in calc
 - ii. Check – when client can cover the estimated amount needed for negotiations and no shortfall in calc
11. Select File – upload all legal documents and any supporting documents needed for negotiations and BLP to review
12. Escalation Note – any other details you feel should be noted about the client, creditor or situation
13. Intake Status –
- a. Intake Pending – Waiting on Docs: use if waiting on more pages or other documents needed for the intake
 - b. Intake Pending – Client Follow Up: use if the client needs follow up to decide about funds and/or nego
 - c. Intake Completed – Use when all documents and information are provided

Settled account – Submit intake and EMT Collections Request

Garnishment – Remove account from program

Talking Points:

Was this document hand delivered or sent in the mail or other means?

When was this received?

We are showing you have ___ paid in full and ___ settlements currently being paid. It looks like funds will start building up again in ___.

For us to expeditiously resolve this account, it would require you to draft additional funds. As discussed, the estimated amount needed to get this account in settlement would be an additional ___ over the next ___ of months. Are you able to cover that amount along with the current draft amount?

Great! Our negotiations team can contact creditor/law firm directly to obtain the terms and exact amounts/dates needed to support the agreement. Once we have the information, we will follow up with you to schedule those additional drafts.

If you cannot afford to add any funds and do not have the necessary funds readily available with your regular monthly drafts, the other options are that you can remove the account from the program and attempt to work out a potentially more affordable arrangement with the law office/creditor directly since it would save you the settlement fee. The other option is that you can leave the account enrolled

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in the program and allow funds to accumulate until there's enough available to meet the creditor's terms, or you are in a better position to add funds. The account will not be eligible for Negotiations until the necessary funds are available.

If a judgment is rendered but not enforced a settlement may still be possible and can be attempted, however, please know that these settlements typically come in higher than estimated. If you prefer, you do have the option to settle directly with the law firm to avoid the settlement fee.

Please bare in mind, that we are not trained or have knowledge in the state laws to provide any legal advice, what we can do is provide options that what ClearOne Advantage can do on getting this account settled.

Once the negotiator has an offer available, we will follow up with you to discuss the agreement and funds needed to accept.

We are not lawyers or even paralegals so we are not able to represent you in court or even give legal advice but we will work hard on getting a settlement agreement in place as quickly as possible to assist you with this account. However, I can send you a website that will provide legal resources for your state. You can also look for the Legal Aid phone number since that will be a law firm in your state who can provide free legal advice. They would be the best point of contact for any legal questions since they are educated in your state's laws.

If you are planning to prepare a response, that is up to you. Unfortunately, cannot advise you on this but can provide you with some legal resources available in your state that may help you.

You are enrolled with Better Life Plan/ALC and they will handle the court documents for you. If they need any additional information to handle this for you, they will give you a call.

Keep in mind that you are not the only one who is going through this and we try to assist as much as we can. Our timing to finalize a settlement for you can take 30 to 45 days. As soon we get an answer from your creditor the negotiator or settlement support team will follow up with you discuss the agreement and/or confirm the Special Draft amount.

It is in our best interest to assist you on this as well, please keep in mind the only way we get paid its when we reach a settlement with your creditors. If we do not do our job, we are not able to collect our fee.

Why did this happen?

The negotiators were working hard to get the agreement in place but were not able to reach a favorable agreement. Unfortunately, litigation is possible in any debt settlement program but since our negotiators have been working with them for over 15 years, we have learned their processes to help us prevent it from reaching this point. We never expected a creditor to rush the settlement process. We cannot explain why they would push for this now, but we will try to assist with this in any way that we can.

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Garnishment

Once the account is in an active garnishment, the creditor is no longer willing to work on a settlement agreement since they are now able to collect the full balance directly from you. At this point, since they will not work on a settlement agreement, it is best for us to remove this account from your program.

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