

# Fax

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Date: April 27 2010

Pages:9

Attached you will find the garnishment documentation regarding an employee currently in default. Please help us to bring your employee back into good standing.

Thank you for your help in this matter.

Sincerely, Garnishment Department Toll Free: 866-569-3321

Fax: 801-692-6690

691 West 1200 North Ste 100 Springville, Utah 84663

#### LETTER TO EMPLOYER & IMPORTANT NOTICE TO EMPLOYER

# Dear Employer,

One of your employees has been identified as owing a delinquent debt to FloBridge Group LLC. State Statutes permit agencies to garnish the pay of individuals who owe such debt without first obtaining a court order. Enclosed is a Wage Garnishment Signed Assignment directing you to withhold a portion of the employee's pay each pay period and to forward those amounts to FloBridge Group LLC. Per our contractual agreement your employee has agreed to the wage assignment and we have previously notified the employee that this action was going to take place and have provided the employee with the opportunity to dispute the debt.

Your cooperation in complying with the enclosed Wage Garnishment Assignment will assist in our efforts to collect the delinquent debt owed to FloBridge Group LLC. A Wage Garnishment Worksheet is enclosed to assist you in determining the proper amount to withhold.

Please read the enclosed documents carefully. They contain important information concerning your responsibilities to comply with this Wage Garnishment. If you have any questions, please call the contact name listed on the wage garnishment sheet.

Thank you for your cooperation.

FloBridge Group LLC.

691 West 1200 North Ste 100

Sprrngville, Utah 84663

### **WAGE GARNISHMENT**

| Employee's Name:<br>Gaston Mohr | Employee Social Security Number: 833-73-8740                            |
|---------------------------------|---|
| Employer: ormier-Considine      | Employer Fax and/or Mailing address: Payroll                            |
| From:<br>FloBridge Group LLC    | Mailing Address:<br>691 West 1200 North<br>Ste 100 Springville,UT 84663 |
| Contact Name:<br>Kami Dickson   | Telephone Number: 866-569-3321 ext. 116                                 |
| Fax Number: 801-692-6690        | Email kamid@flobridge.com   |

| Date Prepared:<br>June 02, 2010 | Note: The amount due maybe increased as a result of additional interest, penalties, and other costs being assessed by FloBridge Group LLC. |
|---------------------------------|--|
|---------------------------------|--|

<u>Section 1:</u> YOU, the Employer, are hereby assigned to deduct from all disposable pay paid by you to the Employee the Wage Garnishment Amount described above in Amount Due of this Garnishment. You are to begin deductions on the first pay day after you receive this Wage Garnishment. If the first pay day is within 10 days after you receive this, you may begin deductions on the second pay day after you receive this. You are to continue deductions until amount noted above is paid in full.

# Please, mail checks to:

691 West 1200 North Ste 100 Spnngville,UT 84663

# **Section 2: WAGE GARNISHMENT AMOUNT.**

| a.   | The Wage Garnishment Amount is \$                | _per pay period in accordance |
|------|--|-------------------------------|
| with | an agreement between the Creditor Agency and the | ne Employee.                  |
|      |  |                               |

#### -OR-

- b. The Wage Garnishment Amount for each pay period is the lesser of:
  - c. 15 % of the Employee's disposals pay (not to exceed 15%)
  - d. 25% of the Employee's disposable pay less the amounts withheld under the withholding with priority.

**Note:** The Employer may use the attached Wage Garnishment Worksheet to calculate the Wage Garnishment Amount.

#### **IMPORTANT NOTICE TO EMPLOYER**

- e. Disposable pay. For purposes of ttie Wage Garnishment, 'disposable pay' means the employee's compensation (including, but not limited to, salary, overtime, bonuses, commissions, sick leave and vacation pay) from an employer after the deduction of health insurance premiums and any amounts required by law to be withheld. Proper deductions include Federal, State, and local taxes, State unemployment and disability taxes, social security taxes, and involuntary pension contributions, but do not include voluntary pension or retirement plan contributions, union dues. A Wage Garnishment Worksheet is included with the Wage Garnishment to assist the employer in calculating disposable pay and the wage garnishment amount.
- <u>f Multiple Withholding</u>. If in addition to the Wage Garnishment you, as employer, are served with other withholding pertaining to the same employee, then you may withhold sufficient amounts to satisfy the multiple withholding's simultaneously, up to the maximum amount of 25%. The Wage Garnishment should be paid before garnishment or withholding's that you receive after you receive this one, EXCEPT that family support garnishment's always should be paid first.
- g. Pay cycles. An employer is not required to vary its normal pay and disbursement cycles to comply with the Wage Garnishment.

# **WAGE GARNISHMENT WORKSHEET**

Notice to Employers: The Employer may use a copy of this Worksheet each pay period to calculate the Wage Garnishment Amount to be deducted from the debtor's disposable pay. Disposable pay includes, but is not limited to, salary, overtime, bonuses, commissions, sick leave and vacation pay. If section 2(a) of the Wage Garnishment Assignment specifies the dollar amount to be garnished, the employer does not need to complete this Worksheet.

| Debtor's Name: | Social Security Number:833-73-8740 |
|----------------|------------------------------------|
| Gaston Mohr    | -                                  |

#### DISPOSABLE PAY COMPUTATION

| 202 002 |   |  |
|---------|---|--|
| ,1      | Gross Amount paid to Employee                                 |  |
| ,2      | Amounts Withheld:   |  |
|         | h. Federal income tax   |  |
|         | k. F.I.C.A. (social security)                                 |  |
|         | 1. Medicare   |  |
|         | m. State tax (including income tax, unemployment, disability) |  |
|         | n. City/Local tax   |  |
|         | O. Health insurance premiums                                  |  |
|         | p. Involuntary retirement or pension plan payments            |  |
| 3       | Total allowable deductions [Add lines a - g]                  |  |
| 4       | <b>DISPOSABLE PAY</b> [Subtract line 3 from line 1]           |  |

#### WAGE GARNISHMENT AMOUNT COMPUTATION

If the Employee's wages are not subject to any withholding with priority, skip to line 8.

| q  | 25% of Disposable Pay [Multiple line 4 by .25]  |  |  |
|----|---|--|--|
| ŗ  | Total Amounts Withheld Under Other Wage Withholding with Priority. See section 2(b).  |  |  |
| S  | Subtract line 6 from line 5 [If line 6 is more than line 5, enter zero]   |  |  |
| ţt | Multiply the percentage from section 2(b) (1) of the Worksheet by line 4. (The percentage from section2(b)(l) of the assignment may not exceed 15%). Example: If the percentage from section 2(bXl) of the 15%, multiply .15 by line 4. |  |  |
| ļu | Amount equivalent to 30 times the Federal Minimum wage (\$5.15)  If the employee is paid Line 9 is Line 9 is  |  |  |
|    | Weekly or less154502x per month334.75Every other week3O9.C0Monthly669.50  |  |  |
| ,V | Subtract line 9 from line 4 [if line 9 is more than line 4, enter zero]   |  |  |
| ,w | WAGE GARNISHMENT AMOUNT Line 7, 8, or 10, whichever amount is the smallest  |  |  |

#### **EMPLOYER CERTIFICATION**

# NOTICE TO EMPLOYERS: THE EMPLOYER MUST COMPLETE AND RETURN THIS CERTIFICATION TO FLOBRIDGE WITHIN 10 DAYS OF RECEIPT.

To be completed by Creditor Agency:

| FloBridge Group LLC.      | Mailing address:<br>691 W. 1200 N. Suite<br>100 Springville, Utah<br>84663 |
|---------------------------|--|
| Employee Name:Gaston Mohr | Employee Social Security No: 833-73-8740                                   |

The remainder of the Employer Certification is to be completed by Employer:

| Employer:   Employer Taxpayer Identification Number: |
|--|
|--|

Note: The employer Taxpayer Identifying Number, required will be used to collect and report any delinquent amounts owed by the Employer under this Wage Garnishment

- x. The Employer received the Wage Garnishment concerning the above named employee on date:
  - y. Check one of the following:
  - z. The above named Employee is currently employed with this Employer

OR

aa The above named Employee is no longer employed by this Employer

Note: If the Employee is no longer employed with this Employer, the Employer will need to complete the rest of this Certification. Sign and date this Certification and return to FloBridge Group LLC

| Employment Termination Date:                               | Employee's current employer (if known) |
|--|--|
| Employee's last known address and telephone no. (if known) | Hr/Payroll Signature:                  |

| CreditorHereinafterTheCompany  | Customer(s)   |
|--|---|
| FloBridge Group LLC<br>691 West 1200 North, Suite 100<br>Springville, UT 84663<br>Phone:866-569-3321<br>Fax: 801-692-6690<br>www.flobridge.com | Gaston Mohr<br>2444 Thelma Ports<br>7852569145<br>bhaupt@xmission.com |
| Contract Date: 06/02/10  | Security Check:   |

DISCLOSURES UNDER FEDERAL RESERVE REGULATION Z

| PROPOSITION OF PRINTED PRINTED TRESPRINTED TO THE COMMITTEE TO THE COMMITT |                              |                               |                                  |
|--|------------------------------|-------------------------------|----------------------------------|
| nnual Percentage Rate  | Finance Charge               | Amount Financed               | Total Of Payments                |
| The cost of your credit as a yearly  | The dollar amount the credit | The amount of credit provided | The amount you will have paid    |
| ate.664.84%  | will cost you                | to you or on your behalf      | after you have made all payments |
|  | .\$58.29                     | \$\$200.00                    | as scheduled                     |
|  |                              |                               | .\$258.29                        |

#### Payment schedule:

| NumberofPayments | AmountofPayments | WhenPaymentsAreDue |
|------------------|------------------|--------------------|
| 1                | 258.29           | 06/18/2010         |

Late Charge: (if any)

Prepayment: If you pay off this loan early you will not have to pay a prepayment penalty.

See the contract (below) for any additional information about nonpayment, default, and any required repayment in full before the scheduled date, and prepayment refunds.

| Itemization of amount financed: | Amount paid directly to you: Amount paid to other on your behalf: | 200.0  |
|---------------------------------|---|--------|
|                                 | Amount rolled over from previous loan:                            | \$0.00 |
|                                 | Total amount financed:  | 200.0  |

This is a Deferred Deposit Agreement, herein referred to as Agreement, between the Company and the Customer identified above, entering into this transaction in accordance with the Utah Check Cashing and Deferred Deposit Lending Registration Act, Utah Code Title 07 Chapter 23 Sections 101, 102, 103.1, and 104.1 and Sections 201 through 504, and in accordance with the Truth in Lending Act, U.S.C. Section 1601. Both parties agree that this note and all matters regarding this account shall be governed by all applicable federal laws and all laws of the jurisdiction in which the lender is located, regardless of which state you may reside, and by your electronic signature, you consent to the exclusive exercise of regulatory and adjudicatory authority by the jurisdiction on which the lender is located.

Pursuant to this agreement, the Company has agreed to defer deposit of the personal check identified above until the Deferred Deposit Date set forth above, and Customer AUTHORIZES Company to deposit the check or electronic debit on such date. In consideration of the foregoing, Customer agrees to pay Finance Charge as described above, which is set forth expressed both in U.S. currency and as annual percentage rate. Customer agrees not to CLOSE THE ACCOUNT THAT THE CHECK, DRAFT OR ELECTRONIC DEBIT IS DRAWN ON, or take any other action to forestall the payment of the check, draft or electronic debit. Customer further agrees and acknowledges that this transaction is taking place at the above listed address of the Company.

We do not disclose nonpublic personal information about our customers or former customers to 3rd parties,

other than certain disclosures

as permitted by law, therefore, no opt-out form is needed.

We may collect nonpublic personal information about you from your application, your transaction history, and our affiliates (if any), your

employer (if applicable) and consumer reporting agencies (if applicable).

We protect the confidentiality and security of your non public personal information by restricting access to your information to our

employees who need to know in order to provide service to you. We maintain physical, electronic, and procedural safeguards to protect

your personal information. The company may share or sell your information with any other related company with whom the company

does business. To limit sharing of information with affiliated companies and non- affiliated third parties, contact us in writing at

#### What Are My Payment Options?

- 1.Pay Finance Charge Only We will only debit the finance charge due on your up-coming payday. In order to extend your loan you must contact us via email or phone at least Three (3) full business days prior to your loan coming due. You may use this option up to three times. On the forth time you must make a minimum payment equal to 1/3 of the principle balance plus your finance charge.
- 2.Pay Finance Charge And A Payment Towards Your Loan Amount- We will only debit the finance charge due plus a payment towards the principle amount on your up-coming payday. You must contact us via email or phone at least Three (3) full business days prior to your loan coming due.
- 3.Pay Your Loan in Full we will debit the full amount of the loan (including principle and interest) due on your up-coming payday. You must contact us via email or phone at least Three (3) full business days prior to your loan coming due.

Electronic Payment - You authorize FloBridge Group LLC, to initiate one or more Ach debit entries (for example, to our option, one debit entry may to initiated for the principle of the loan and for the finance charge) to the checking account you supplied on your application. This authorization becomes effective at the time we make the loan to you and will remain in effect until such loan is paid in full. If you timely revoke the authorization to effect the ACH entries before the loan is paid in full, you authorize FloBridge Group LLC to prepare and submit one or more checks drawn on your account on or after the due date of your loan. This authorization to prepare and submit checks on your behalf may not be revoked until the loan is paid in full. Additionally, if the account you have provided to us for your ACH debit has been closed or funds are not available at the time of the scheduled debit, you authorize us to debit any account that you hold that we have information on.

Rescission - A person receiving a deferred deposit loan may rescind the deferred deposit loan on or before 5 p.m. of the next business day without incurring any charges.

Rollovers - The deferred deposit loan may not be rolled over without the person receiving the deferred deposit loan requesting the rollover.

Rollover Limitation - The deferred loan may not be rolled over if the rollover requires the person to pay the amount owed in whole or in part more than 12 weeks after the day on which the deferred deposit loan is executed.

Arbitration Disclosure - Your signature on this Agreement means that you agree that any parties involved may choose to have any dispute, controversy, or claim (herein after referred to collectively as Claim) of any kind that arises out this Agreement or your application thereto or any instrument relating thereto resolved by binding arbitration as set forth below. You further agree that the American Arbitration Association herein after referred to as the AAA' will conduct the arbitration according to the AAA's Commercial Arbitration Rules herein after referred to as the Arbitration Rules'. If arbitration is chosen by any party with respect to a Claim, no party to this Agreement will have the right to litigate that Claim in court or have ajury trial on that Claim, or engage in pre-arbitration discovery except as provided in the Arbitration Rules. Further, you will not have the right to participate as a member or representative of any class of claimants pertaining to any Claim subject to arbitration. The decision of the arbitrator is normally final and binding. There shall be no authority for arbitration of any claims on a class action basis. Arbitration can only decide your or our Claim and may not join or consolidate the claims of other people regardless of similarity of the claim or claims.

Authorization To Verify Information - By signing this Agreement, you hereby authorize our agents or us to verify the information contained in this Agreement or contained in your Customer Application through any source, including but not limited to Factor Trust, CL Verify and Teletrack.

Customer Representations And Warranties - By signing this Agreement, you acknowledge Company's reliance upon the information contained in your Customer Application and you represent and warrant that all information in this Agreement and in your Customer Application is true and correct. You further

represent and warrant that you are not a debtor facing insolvency, or reorganization, or under any proceeding in bankruptcy and that you have no intention to file a petition for relief under the United States Bankruptcy Code on or before the Payment Due Date

Prepayment - You may pay the Total of Payments in whole or in part on or before the Payment Due Date, if you pay in whole the Total Of Payments due you may be entitled to a refund of the unused portion of the Finance Charge.

Dishonored Check Fee - If, for any reason, your bank does not honor your check and returns it to us unpaid, you agree to pay us a dishonored check fee in the amount of \$20.00.1 hereby authorize The Company to electronically debit my bank account for the full amount of the payments due as shown above. I further authorize The Company to electronically debit my bank account for any returned item fees. I acknowledge that I have read this agreement completely before signing below, and have received a copy of this agreement.

Designated Agent - The name and address in this state of a designated agent upon whom service process may be made: FloBridge Group LLC 691 West 1200 North, Suite 100, Springville UT, 84663.

I understand that this is a short term advance loan. I further acknowledge that I have Ml ability to meet the financial obligations of this loan.

I understand that if any instrument of payment is returned unpaid for any reason, I am governed by the following conditions:

- 1.I will pay a \$20 service fee on all returned or incomplete instruments of payment.
- 2.If this account is assigned to collections, I agree to pay all costs incurred in the collection of the obligation including but not limited to attorney's fees, court costs, service fees, collection costs, and the 40% fee charged by third party collection companies. I further agree to pay interest on outstanding collection cost and fees at the rate of 3% per month (36% per year) and believe that this practice conforms with the requirements of the law. I herby authorize said assignee to release all information necessary to secure payment.
- 3.I agree to have my wages garnished to pay any delinquent amount on this loan.

AUTHORIZATION FOR PAYROLL DEDUCTIONS Wherein your employer provides a variety of benefits, programs, and services to employees, for those items requiring cost sharing by employees and for expenses incurred by employees, we must receive written authorization to deduct the necessary payments from your paycheck. I hereby authorize your Employer, to deduct from my wages and/or from my final paycheck amounts to pay for the following, if applicable:

- 1. Repayment for payroll advances and/or Payday Loans.
- 2.Payments, contributions, to a loan, trust or other financial institution, Again, I understand that any or all of these deductions may be terminated by giving written notice to the Company.

Velma Anderson (IP: 127.0.0.1) 06/02/10