# Affiliate Training Packet 2025 (OCR Extract)

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# CONTACT INFORMATION

Clarity Debt Resolution, Inc. Underwriting/Quality Assurance: (949) 384-1901 Hours of Operation Monday — Friday: 7AM-6PM PST Saturday: 7AM-3PM PST Customer Service: (855) 242-8888 support@usclarity.com Hours of Operation Monday — Friday 7AM-6PM PST AFFILIATE CONTACTS Affiliate Support Darian Eves

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# PROGRAM QUALIFICATION GUIDELINES

MINIMUM ELIGIBILITY FOR ADVANCED PAYOUT REQUIREMENTS:
= Valid Claim of Hardship
= Minimum of \$10,000 in unsecured debt that is not on the excluded debt list.
=" Budget Analysis showing ability to afford program. Client must have a DTI of 60% or higher — no more
than 100%.
= Full account numbers for each account enrolled.
= Ability to complete program in 60 months or less or estimate quoted term.
= Ability to successfully save enough to attempt to settle at least 1 account in the first 12 months unless
there is a single debt.
= In the case of only 1 account, ability to pay off the estimated settlement amount in 24 months or less.
=" Certification by consumer of hardship, debts, and acceptance under penalty of perjury

= Client must have a Credit Score of 500+ at the time of enrollment.

CREDITOR PAYMENTS: Clients must make a minimum of at least 1 payment to a creditor before it can be

enrolled into the program. If the enrolled creditor has not had at least 1 payment made, the client will be

advised that it must be removed until It can be added back into the program.

HARDSHIP: Background information on how/why and month/year the Consumer has had a financial setback

or hardship is essential to the negotiation process. The hardship story usually is either due to a loss of income,

medical problems or because of a divorce or separation. There must be a genuine hardship, or a consumer will

not be accepted.

DEBT REQUIREMENTS: Minimum amount of \$10,000 acceptable unsecured debt spread over at least 2

acceptable debt accounts owed to 2 different creditors unless there is a single debt. In addition:

= At least 50% of Total Debt must consist of unsecured Credit Cards, Personal Loans, or Collections accounts.

No more than 50% of Private Student Loan Debt and Medical will be accepted for the Advance Payout

Model.

" No individual unsecured debt account accepted with a balance below \$250.00.

= No clients with a credit score of less than 500 will be accepted for the Advance Payout Model.

BUDGET QUALIFICATIONS: A full budget is REQUIRED to submit for a sale — this is proof that the consumer

can afford the program. Consumers must have adequate budget to build up funds for settlements with

creditors. The monthly funding to the savings account (including all service-related fees) is dependent upon

the debt but must always be higher than the fees taken. Consumers must be able to save enough within the

first 12 months of the program to attempt at least 1 settlement and can complete the program within 60

months or less.

Consumers must have a DTI of 60% or higher (no more than 100%) to be approved for enrollment. If a

consumer's DTI is LESS THAN 60%, the file will be rejected. The amount of the client's disposable income must

also be enough to cover the client's monthly Program Payment.

Program Term Lengths, Duration, and Debt Amounts

Minimum Program Debt Amount: Minimum Debt per Creditor: Minimum Payment Amount:

\$10,000.00 \$250.00 \$250.00

**Program Terms** 

**Total Debt Load Maximum Program Duration (Includes Down Payment)** 

\$10,000.00 \$10,000.00-\$14,999.00 \$15,000.00 - \$19,999.00 \$20,000.00-\$34,999.00 \$35,000.00-\$44,999.00 \$45,000.00-\$59,999.00 \$60,000.00+ \*2 ACCOUNTS ONLY\* \*1ACCOUNT ONLY\*

22 Months Maximum Term32 Months Maximum Term3 Months Maximum Term48 Months Maximum Term54 Months Maximum Term2 ACCOUNTS- 36 MONTH MAX 24 MONTH MAX TERM

# **Acceptable Program Debts**

- 0 Credit Cards and Lines of Credit
- 0 Charge cards/Retail Department Store credit cards
- 0 Automobile Loan or Lease Balances (only **AFTER** car has been repossessed or turned in)
- 0 Collection Accounts (credit cards, charge cards, personal loans, utility bills)
- 0 Attorney Fees
- 0 Hospital, Medical & Veterinarian Bills (must be with a 3rd party collector and have a statement)
- 0 Bank and Credit Union CC's and Personal Loans
- 0 All Military Federal Credit Union Accounts (i.e., Navy Fed. CU, Pentagon Fed. CU)
- 0 Business Accounts (only if the business is inactive or under a PERSONAL GUARANTEE)
- 0 Vendors for the Self Employed (special situation requiring special approval)
- 0 Private Student Loans- see additional guidelines in CRM.
- 0 Catalogue Accounts

#### **Unacceptable Program Debts**

E Secured Loans E Payday Loans

E Auto Loans, Secured Loans, Mortgages

E Finance Companies (see High Risk Acceptable/Unacceptable Creditor List) E Army & Navy Exchange Service (used primarily by military personnel) E Civil Suits/Accounts Pending Litigation

E Cash advances/Balance Transfers if more than 25% of the debt was incurred less than 4 months ago. E Abandoned Timeshares

E IRS Debt / Back Taxes

E Government Loans/ No State or Federal issued loans E SBA Loans (Small Business Administration Loans) E Business Accounts (unless business inactive) E Apartment Leases/Rent (if NOT in collections)

E Utility Bills (if NOT in collections, and if STILL using same utility company) E Overdraft Accounts (linked to checking or savings accounts)

E Gym Memberships

E Individual debt accounts under \$250.00 (No combining, ex: 2 Chase accounts at \$100.00 and \$150.00) E Federal Student Loans/Student Loans/School Tuition

E Insurance

E Casino Debt E Alimony/Child Support

E Personal Debts with friends or family members. E Home Improvement Loans

#### **UNACCEPTABLE HIGH-RISK CREDITORS**

1st Franklin

Diamond Resorts Loanosity

E\* Trade HELOC EASTMAN CRUN LoanMart MACCRD/MDLDN

EDUCATORS CU Mac Credit / Mateo Tools

ENERBANK Mahindra Finance

Farmers Furniture McServices

Founders FCU Millennium Loan Fund

Future Income Payments Millennium Loan Fund

Gather FCU Military Credit Services

GECRB Military Star

Global Payments Check Monterey Collections

Goodleap SOLAR NASA FCU

GESACU Nebraska Furniture

Republic Finance

1st Heritage (FSHERTAG) RK/RFCU

1st Midwest Bank Rocket Loans

Aarons Rent Schewels Furniture

Accion USA Inc. (NM) SEC SVC FCU

Advance Financial Security Finance Company/

Corp

American Honda Financing SERVICEFIN

**Aqua Finance Snap Tools** 

Ariens SPTEACHERCU

Armed Forces Bank SRVFINCO

Armed Forces Loans Starwood Vacation Owners

Army Airforce Exchange Superior Financial Group

Arriva TEACHERS CU

Ashley Furniture GS Bank/Apple Card

Services

New Credit America TEMPOE LLC

AVIO CREDIT Home Loans NOFFCU Texans Credit Corp

B&F Finance Home Choice Omnipoint Management Solutions, LLC.

Time Investments

# BANNERBANK HC Royal Okinus Title Loans

Blue Green Corp HI STATE FCU Orange Lake Country

Club

**Tower Loans** 

Boing FCU	Hawaii First CU	ORNLFCU	Tribal Loans
Cashnet USA	Hughes Finance	Payday Loans	TSI Trans World Systems
Caine Weiner	Intermountain Healthcare (IHC)JFC Loans	PALM CIT FCU	Virginia CU
CC Flow	PINNACLE BK	WEBBANK YAMAHA	
CHRISTIANCCU	John Deere	Pioneer Military Loans	WELK Resort Group
CNH Industrial Capital	Jora Credit of Delaware d/b/a Echo CreditJustice4Me	Pioneer	Western SHamrock
Commonwealth CU	QUALSTAR CU	WF/BobsFurniture	
Cornwell Tools	Kabbage Loans	Pioneer	Wilshire Commercial
Credit America	Karrot Loans	Rand Brks CU	CA Wilson B&T
Crest Financial	Lending USA	Red River Credit Corp	

<sup>\*\*</sup>IFGoodLeap ISSECURED TOSOLAR PANELS, THIS DEBT WILL NOT BE ACCEPTABLE\*\*

\*THESE DEBTS WILL REQUIRE A SIGNED SECURED/HIGH RISK DISCLOSURE DURING THE
QA CALL\*

LENDING USA, NEW CREDIT AMERICA and LOANOSITY ARE NOT ACCEPTED AS THEY ARE LENDING PARTNERS \*If secured, these creditors will require a signed Secured Disclaimer during QA Call

<sup>\*\*</sup> Medical Debt is acceptable ONLY if the debt is with a 3rd party collector and if the client can provide a current statement for the debt.

<sup>\*\*</sup>Ifnot on this list, any high-risk creditor with an interest rate above 50% will be subject to review\*\*

#### **Special Circumstances**

## **Savings Accounts**

A client may use a savings account as a source for debiting program fees. The client needs to know that the deposit slip routing number is used for deposits only. The client needs to contact their bank and request a routing number for withdrawals from the savings account.

**SSI/SSDI Debit Cards:** A client may use the debit card as a source for debiting the program fees. There is an 800# on the back of the card that the client will need to call for the account and routing #.

#### **Banks**

We accept Credit Cards, Unsecured Loans, Unsecured Personal Loans, & repossessed vehicles. If a client has a checking or savings account in a bank that is also a creditor, the bank account should be closed within **30 days** after the client is enrolled- not required, but highly recommended.

#### **Credit Unions**

Clients must close their Credit Union checking or savings accounts within 30 days of entering a credit card into the program. This is due to Writ of Offset Clause. If the accounts are not closed and the Credit Union receives the program Limited Power of Attorney, the Credit Union may freeze client assets associated with that Credit Union. In addition, client cannot have ANY other accounts open with the Credit Union. This includes, but is not limited to Vehicle, Mortgage, HELOC, IRA's, Mutual Funds, etc. This is due to cross-collateralization and can include repossession of a vehicle financed, a lien against a mortgage & so on.

A client may not enter debt from a Credit Union that he/she is employed or associated with. The Credit Union may recoup monies owed from the client's paycheck and/or may terminate his/her employment.

# Statements and Snapshots

When accepting debts, we will approve Statements and Snapshots showing the following: Client Full Name (First and Last)

Account Number Current Balance Owing Date of Last Payment

STATEMENTS AND OR SNAPSHOTS ARE REQUIRED FOR DEBTS THAT ARE NOT ON THE CREDIT REPORT. A FILE WILL NOT BE APPROVED UNTIL THE DOCUMENT(S) ARE ADDED TO THE FILE.

This is to protect the client as well as the integrity of our business. We do not want to place the client in jeopardy as incorrect information could be detrimental to a negotiation.

#### **Business Accounts**

Any accounts under a business EIN# will not be accepted into the program if the business is currently open. If the business is closed, the debt may be accepted with a signed Commercial Debt Waiver. \*\* If the "Business" Account is under a personal guarantee, under the client's SSN#, we can accept the debt regardless business is open or closed.

#### **Balance Transfers and Cash Advances**

Maximum of \$500.

Clients are required to make at least 4 monthly minimum payments on any balance transfer or cash advance before the debt may be entered into the program. This would also apply to any balance transfer or cash advance from a line of credit.

During a consultation with a client the question should be asked, "Have you done any balance transfer or cash advance in which no payments have been made at all to that creditor on a credit card, personal loan, line of credit, etc." If the answer is yes, then a determination needs to be made whether that debt can be accepted. This will be based upon the size of the advance or balance transfer, how long has it been since it took place and the creditor.

In some instances, a balance transfer, or a cash advance above \$500 may be accepted based upon the size of the debt and the creditor to which it is associated with. This will be a case-by-case basis and will be determined at the compliance department level.

NOTE: The problem with cash advances or balance transfers is not between the creditor and client. If a client has taken a cash advance or made a balance transfer of \$500 or more and enters the program without making a minimum of at least three payments, the creditor may view this as afraudulent transaction. The creditor may report to the FTC or Attorney General that the debt settlement company is acting in a fraudulent manner and those entities may pursue legal action against the debt settlement company not the client.

## Collections

If a creditor has assigned an account to a collection agency to recover a debt, the statement from the collection agency needs to have the original creditor's account number for us to verify and negotiate the client's debt. Most of the time the collection agency will also have their own account number along with the original creditor's account number on the statement. If an agency has purchased the debt and is not working for a creditor, the account number the agency has assigned to that debt will be enough for verification and negotiation.

#### **Furniture Accounts**

Inform client there is always the possibility the furniture may be repossessed.

#### **Conns Electronics & Furniture Stores**

We do not accept any delinquent or accounts in collections from this store (located mainly in the state of Texas). They will show up at the client's residence or business and repossess any items associated with the debt.

#### **Gas Cards**

We accept Gas Cards that are backed by major creditors such as Visa, Master Card, etc. Account numbers will be sixteen digits: i.e., BP Card (through Chase), Shell MasterCard (through Citibank)

## **Military Personnel**

We can accept active Military Personnel into the program, this includes Military Reserves. A Military Debt Waiver will need to be signed by the client and his/her commanding officer.

Our Compliance Officer will verify authenticity of the waiver.

(If we accepted a client in the military without such a waiver, it could hurt their current rank, future advancement, loss of security clearance, and possible demotion).

# **Government Security Clearances**

Many Military personnel and civilian personnel work for the Government. Within these positions they hold security clearances, some at extremely high levels. Verify with the prospect client that this program will not jeopardize their job or security clearance. This is a possibility.

#### **Personal Loans**

A copy of the loan agreement is required. This ensures that the loan is not secured or there are no stipulations within the loan that would jeopardize the client's property or personal possessions. We also need the most recent payment coupon no older than two months. If one is not available, the client needs to request a written statement from their bank showing the current balance on the loan. If you have a copy of the Credit report showing it is unsecured, this is acceptable.

# "USAA" Accounts

In some cases, we can negotiate on USAA accounts. The most common services are listed below.

"USAA" Federal Savings Bank & "USAA" United Services Automobile Association

The following criteria will be used for qualification of a USAA debt to be entered into the program. It is important that each consultant makes sure this criterion is met and is accurate. Each USAA debt will be reviewed in compliance:

Client is not enlisted in the military. Client is not active in the military reserves.

Client is not receiving military retirement pay or subsistence. Client is not employed by the government in a contractor capacity.

Client cannot be a family member or relative of an active or retired military person who is a signer on the client's card or account.

**Note:** If a client meets the above listed criteria there is still another concern. If the client has automobile insurance, house insurance, renter's insurance, etc., they will more than likely be dropped from the carrier. If not, when the policy is to be renewed the carrier will likely request a year in advance premium or not let them sign up at all for insurance.

# **Student Loans/College Tuition**

There are many different Student Loan Programs throughout the United States. Some are financed through private lenders; others are Government backed. We will not accept any Student Loan that is Government Backed Such as a Stafford Loan, Federal Direct Student Loan Program, Federal Plus, Federal SLS, and Federal Consolidation Loan Program. We can take college tuition that is not attached to any school loan like a Stafford Loan. The tuition typically comes from online courses from colleges like The University of Phoenix and Westwood College.

### **Repossessed Vehicles**

**Automobiles & Recreational Vehicles -** Proof is required the vehicle/trailer/RV/etc. has been repossessed; a Deficiency Balance Statement will indicate the balance to be negotiated on.

# We will not accept the debt if the client still possesses the vehicle.

If the recreation vehicle was purchased with an outside unsecured credit card, we can accept the credit card debt. \*\* Outside would indicate issuer was not the brand of the motor vehicle. Example: Yamaha credit, Honda credit.

#### Lawsuits

We will not accept a debt which has pending lawsuit or is in the process of being sued from an Attorney or a Law Firm. The debt can be added to the program once a judgment has been awarded subject to the requirements noted in the Judgments section below. The debt if added to the program will settle at a higher percentage rate.

# **Judgments**

We can accept accounts that have judgments against them, provided the Judgment was entered by the Court at least 6 months ago and NO collection activity has subsequently been undertaken by the creditor. In addition, no payment arrangements can be agreed upon with the original creditor or collector. The client needs to be informed that the account may settle at a higher percentage and that if the creditor attempts to enforce the Judgment, the debt will be removed from the program and the client will need to handle it on their own. We cannot guarantee that a judgment can be settled for less than original amount.

NOTE: In order to enter a Judgment into the program, we require a copy of Judgment. The Judgment will state the amount owed and have other terms that may allow us to see what avenues we have for negotiating settlement.

### **Medical Debt**

This type of debt will only be acceptable if it meets to below criteria: Debt is with a 3rd party collector.

The client has a current statement from the collecting company.

#### **STATE LISTS**

**CLARITY** 

Alabama (AL)

Alaska (AK)

Arizona (AZ) Arkansas (AR) California (CA) Colorado (CO) Washington D.C. Florida (FL)

Idaho (ID)

Indiana (IN) Kentucky (KY) Maryland (MD) Massachusetts (MA) Michigan (Ml)

Minnesota (MN) - REVSHARE ONLY 15% Mississippi (MS)

Missouri (MO) Montana (MT) Nebraska (NE) New Mexico (NM) New York (NY) North Carolina (NC)

Oklahoma (OK) South Dakota (SD) Tennessee (TN)

Texas (TX) Utah (UT)

#### **CONCORDIA LEGAL ADVISORS**

Georgia (GA) Illinois (IL)

Iowa (IA) Louisiana (LA) Nevada (NV) New Jersey (NJ) Ohio (OH) Pennsylvania (PA) Puerto Rico (PR) Virginia (VA) Wisconsin