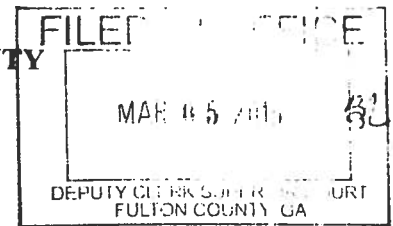


IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA



JOHN D. SOURS, Administrator,
FAIR BUSINESS PRACTICES ACT,

COMPLAINANT,

v.

RSB EQUITY GROUP, LLC, and ROY
MULLMAN, Individually,

RESPONDENTS.

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CIVIL ACTION FILE
NO. 2015CV257885

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to O.C.G.A. § 10-1-390 *et seq.*, the Fair Business Practices Act ("FBPA"), John D. Sours, Administrator of the FBPA ("the Administrator"), has initiated an investigation and examination of certain acts or practices of the Respondents, RSB Equity Group, LLC (hereinafter "RSB" or "the Company") and Roy Mullman, Individually ("Mr. Mullman"). To resolve the issues that are the subject of this investigation, Respondents are willing to enter into an Assurance of Voluntary Compliance ("Assurance") pursuant to O.C.G.A. § 10-1-402. It is therefore stipulated and agreed as follows:

I.

Respondents have engaged in consumer transactions, acts, or practices in the conduct of trade or commerce in part or wholly within the State of Georgia, as defined in O.C.G.A. § 10-1-392(a)(7), (10), and (28).

II.

Respondent RSB is a limited liability company whose principal place of business is located at 1117 Perimeter Center West, Suite N211, Atlanta, Georgia 30338. Service of process upon Respondent RSB may be effected by serving its registered agent, William Woulfin, at 5013

Forestglade Court, Stone Mountain, Georgia 30087. Roy Mullman, the managing member of RSB, can be served at 9204 Beaver Creek, Alpharetta, Georgia 30022.

III.

The parties acknowledge that jurisdiction and venue shall lie in the Superior Court of Fulton County, Georgia.

IV.

The Administrator contends that Respondents have engaged in unfair or deceptive acts or practices during the course of consumer transactions in trade or commerce, as declared unlawful by O.C.G.A. § 10-1-390 *et seq.* Specifically, the Administrator alleges that Respondents engaged in the following unlawful, unfair or deceptive acts or practices:

- A. representing to consumer-debtors that failure to pay the debt would result in the consumer's arrest or imprisonment, in violation of 15 U.S.C. § 1692e(4) and O.C.G.A. § 10-1-393(a);
- B. falsely representing or implying that communications are from attorneys in violation of 15 U.S.C. § 1692e(3) and O.C.G.A. § 10-1-393(a);
- C. engaging in harassment, oppression, or abuse of individuals during the collection of a debt, in violation of 15 U.S.C § 1692d(5) and O.C.G.A. § 10-1-393(a);
- D. making false representations to debtors in an attempt to collect debts, including but not limited to representations that the communication was with an investigator, that the consumer-debtor had committed fraud or criminal acts, and that a lawsuit would be filed within a specific time frame unless the debt was paid in violation of 15 U.S.C. § 1692e(4), (5), and (10) and O.C.G.A. § 10-1-393(a);

- E. threatening to take actions that cannot legally be taken or that are not intended to be taken, in violation of 15 U.S.C. § 1692e(5) and O.C.G.A. § 10-1-393(a);
- F. failing to disclose in the initial written communication with the consumer and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, and failing to disclose in subsequent communications that the communication is from a debt collector, in violation of 15 U.S.C. § 1692e(11) and O.C.G.A. § 10-1-393(a);
- G. collecting or attempting to collect amounts that were neither expressly authorized by the agreement creating the debt nor permitted by law, in violation of 15 U.S.C. § 1692f(1) and O.C.G.A. § 10-1-393(a);
- H. communicating, in connection with the collection of a debt, with persons other than the consumer-debtor, his or her attorney, a consumer reporting agency, the creditor, the attorney of the creditor, or the attorney of the debt collector, in violation of 15 U.S.C. § 1692c(b) and O.C.G.A. § 10-1-393(a);
- I. communicating with consumers in connection with the collection of debt at the consumer's place of employment when Respondent knew or had reason to know that the consumer's employer prohibits the consumer from receiving such communication, in violation of 15 U.S.C. § 1692c(a)(3) and O.C.G.A. § 10-1-393(a);
- J. communicating with consumers in connection with the collection of debts at unusual times, in violation of 15 U.S.C. § 1692c(a)(1) and O.C.G.A. § 10-1-393(a);

- K. seeking to collect debt after consumers notify the Company that the debt is disputed without obtaining verification of the debt, in violation of 15 U.S.C. § 1692g(b) and O.C.G.A. §10-1-393(a); and
- L. failing, during the collection of a debt, to send written notice validating the debt to the consumer within five (5) days after initial communication has been engaged, in violation of the requirements of 15 U.S.C. § 1692g(a) and O.C.G.A. § 10-1-393(a).

V.

Notwithstanding the foregoing, Respondents expressly deny these allegations.

However, pursuant to O.C.G.A. §§ 10-1-397 (b) and 10-1-402, which provide that an Assurance of Voluntary Compliance shall not be considered an admission of violation of the FBPA for any purpose, Respondents hereby enter into this Assurance to resolve this matter without the necessity of formal legal action.

VI.

In accepting this Assurance, the Administrator hereby agrees not to initiate further legal action against Respondents concerning the matters covered in this Assurance; subject, however, to the provisions of O.C.G.A. §§ 10-1-397 (b) and 10-1-402, and contingent upon Respondents' full compliance with all the terms and conditions set forth herein.

VII.

Upon breach of any of the provisions of this Assurance by Respondents, their employees/ agents, or successor business enterprises, the Administrator reserves the right to request initiation of formal legal action against Respondents concerning the subject matter of this Assurance. The Administrator will notify Respondents of any alleged breach and provide Respondents an

opportunity to respond and cure the alleged breach prior to the initiation of formal legal action against Respondents.

VIII.

Respondents hereby acknowledge receipt of copies of the Fair Business Practices Act. Respondents further expressly acknowledge their awareness and understanding of these statutes and their provisions.

IX.

Respondents further agree that, effective as of the date of execution of this Assurance by the Administrator, they shall abide by the following conditions:

- A. Respondent Mullman and Respondent RSB, along with its owners, agents, representatives, and successor enterprises, shall make every reasonable effort to comply with the Fair Business Practices Act and the related applicable laws.
- B. Respondents shall comply fully with the Fair Debt Collection Practices Act (FDCPA), including but not limited to refraining from:
 - 1. Falsely representing or implying that the Company is a law firm, that its collectors are attorneys, or that communications from the Company are from a law firm or attorney, or that communications are legal process or related to a legal action such as a garnishment;
 - 2. Representing or implying that nonpayment of a debt will result in the arrest or imprisonment of any person when such action is not lawful or when Respondents or the creditor does not intend to take such action;

3. Representing or implying that nonpayment of a debt will result in garnishment or other legal action when such action is not lawful or when Respondents or the creditor does not intend to take such action;
4. Threatening to take any action that cannot legally be taken or that is not intended to be taken;
5. Using any false representation or deceptive means to collect or attempt to collect a debt or to obtain information concerning a consumer;
6. Communicating with the consumer before 8:00 a.m. or after 9:00 p.m. at the consumer's location, or at any unusual time or place Respondents know or should know is inconvenient to the consumer;
7. Communicating with any person other than the consumer, the consumer's attorney, a consumer reporting agency, the creditor, the attorney of the creditor, or the attorney of the debt collector in connection with the collection of a debt, unless prior consent of the consumer has been directly given to the Respondents or such communication is allowed under the FDCPA; or
8. Engaging in any conduct the natural consequence of which is to harass, oppress, or abuse any consumer in connection with the collection of a debt, including, but not limited to, (1) using obscene or profane language, or language the natural consequence of which is to abuse the hearer or reader; or (2) causing a telephone to ring or engaging any person in telephone conversations repeatedly or continuously with the intent to annoy, abuse, or harass any consumer at the called number.

- C. Respondents assert that they currently own one or more consumer accounts more particularly described in Exhibit A (“Accounts”) attached hereto, the complete records of which are on file at the Governor’s Office of Consumer Protection (“OCP”) and not attached to this Assurance to protect the identity and privacy of the consumers. Said accounts total THIRTEEN MILLION FIFTY-FOUR THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS AND 16/100 (\$13,054,667.16). Respondents understand that the validity of the debts in the Accounts is disputed, that the existence or collectability of one or more of the Accounts is disputed, that the amounts due on the Accounts are disputed, and/or that OCP questions the enforceability of one or more of the Accounts, and as a result, Respondents represent and warrant as follows:
1. Respondents will not sell or transfer the Accounts to any person or entity;
 2. Respondents will cease debt collection activities on the Accounts;
 3. Respondents will not hire, retain, or authorize any other person or entity to engage in debt collection activities on the Accounts;
 4. Respondents will mark each of the Accounts as disputed with zero balance due, and shall transfer custody of these accounts, along with all consumer information, including but not limited to full name, address, amount of debt, original creditor, and any other account information, to the Administrator; and
 5. Respondents will provide a sworn statement that the Accounts have been reduced to a zero balance and that all provisions in numbers 1 through 5 in this Paragraph (C) have been satisfied no later than ninety (90 days) from the effective date of this Agreement.

- D. Respondents shall respond in a timely manner, but in no case later than seventy-two (72) business hours, to all OCP inquiries related to the subject of this Assurance.
- E. Respondents shall notify OCP in writing of any of the following for a period of two (2) years from the date of execution of this Assurance:
 - 1. Any change in residence, mailing addresses and/or telephone numbers within ten (10) business days of the date of such change;
 - 2. Any formation of a successor entity to the Respondent Company or a new business entity within this State, no later than ten (10) business days prior to the commencement of operations of said entity.
 - 3. Any change in name or the use of any aliases or fictitious names within ten business (10) days of the change in name or use of an alias or fictitious name of any successor or new business entity.

X.

Respondents shall remit the following:

- A. Upon submission of this Assurance to the Administrator, Respondent shall remit Court filing fees in the amount of NINETY-SIX DOLLARS and FIFTY CENTS (\$96.50), via cashier's check or certified money order made payable to the Clerk of Superior Court, Fulton County.
- B. Respondents shall remit a total of FIVE THOUSAND DOLLARS (\$5,000.00), via certified check or money order made payable to the Governor's Office of Consumer Protection, as reimbursement for administrative, attorney, and investigative expenses (hereinafter "administrative fee") incurred in connection

with this matter, payable as follows. Respondents shall remit the first installment of SIX HUNDRED TWENTY-FIVE DOLLARS (\$625.00) upon the submission of this Assurance to the Administrator; seven (7) subsequent installments of SIX HUNDRED TWENTY-FIVE DOLLARS (\$625.00) each shall be made on the 1st of the month beginning on March 1, 2015 and ending on September 1, 2015. Should Respondents fail to timely remit any administrative fee installment payment, the total amount of the administrative fee shall become due and payable to the Administrator, and Respondents shall be required to immediately remit the balance to the Administrator. The funds from the administrative fee shall be deposited into the Investigative Expense Fund until the earlier of twenty-four months or such time as the Administrator of the FBPA, in his sole discretion, determines that there is no need for future monitoring of Respondents' business practices; any unencumbered funds remaining at that time shall be delivered to the Consumer Education Fund, pursuant to O.C.G.A. § 10-1-381(c).

- C. Respondents shall remit a total civil penalty of TEN THOUSAND DOLLARS (\$10,000.00), via certified check or money order made payable to the Governor's Office of Consumer Protection, payable as follows. The civil penalty shall be paid in sixteen (16) equal payments of SIX HUNDRED TWENTY-FIVE DOLLARS (\$625.00) each. Payments shall be due on the 1st day of each month commencing on October 1, 2015 and ending on January 1, 2017.
- D. The parties agree that the obligations imposed in paragraphs A through C of this Paragraph (X) represent an administrative resolution and the agreed-upon obligation of Respondents, and are therefore not subject to be discharged or set

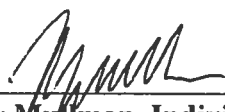
aside in any proceedings filed or held pursuant to Title 11 of the United States Code.

XI.

This Assurance, when accepted by the Administrator, shall bind Respondents and their successors and/or assigns who take with notice of the terms and provisions thereof. Respondents hereby agree to give notice of this Assurance to its successors and/or assigns, principals, officers, directors, owners, and employees/agents.

This Assurance, made and entered into by and between the undersigned parties, is effective upon the date of acceptance by the Administrator.

Proposed, consented and agreed to by:



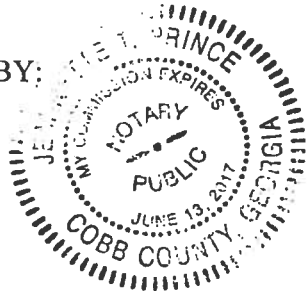
**Roy Mullman, Individually and as Managing
Member of RSB Equity Group, LLC**

Sworn to and subscribed before me, this
24th day of February, ~~2014~~ 2015

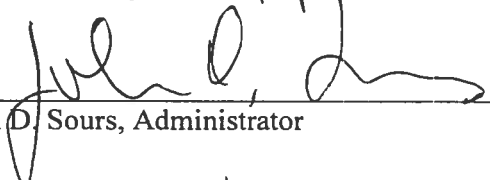


NOTARY PUBLIC
My commission expires: 6/13/17

ACCEPTED BY:



Date: 2/24/2015



John D. Sours, Administrator

Date: 2 March 2015