

SUPREME COURT OF THE STATE OF
NEW YORK : COUNTY OF NASSAU
-----x

Index No.

Date Purchased:

MERIDA EXP, LLC

Plaintiff designates the county of
Nassau as place of trial.

Plaintiff,

The basis of the venue designated
is: CPLR 509. Prior related action in
Nassau County.

-against-

MARK D. GUIDUBALDI & ASSOCIATES, LLC
d/b/a PROTECTION LEGAL GROUP,

SUMMONS

Defendant.

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To the above named defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to
serve a copy of your answer, or, if the complaint is not served with this summons, to
serve a notice of appearance, on the Plaintiff's Attorney within 20 days after the
service of this summons, exclusive of the day of service (or within 30 days after the
service is complete if this summons is not personally delivered to you within the State
of New York); and in case of your failure to appear or answer, judgment will be taken
against you by default for the relief demanded herein.

Dated: January 4, 2017


A m o s W e i n b e r g

Attorney for Plaintiff. Office and P.O. Address:
49 Somerset Drive South, Great Neck NY 11020-1821
Phone: (516) 829-3900. Email: amos@AmosLegal.com

Address of Defendant:
1821 Walden Office Square #400
Schaumburg IL 60173

SUPREME COURT OF THE STATE OF
NEW YORK : COUNTY OF NASSAU

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MERIDA EXP, LLC,

Plaintiff,

-against-

**VERIFIED
COMPLAINT**

MARK D. GUIDUBALDI & ASSOCIATES, LLC
d/b/a PROTECTION LEGAL GROUP,

Defendant.

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Plaintiff complains of defendant:

First Cause of Action

- 1) Plaintiff, Merida, was sued in Nassau Supreme Court by Platinum Rapid Funding Group, Ltd., Index Number 607564/2016.
- 2) MARK D. GUIDUBALDI & ASSOCIATES, LLC is an Illinois limited liability company that filed the assumed name of PROTECTION LEGAL GROUP.
- 3) Defendant's registered agent for service of process is:

MARK D. GUIDUBALDI
1821 WALDEN OFFICE SQ STE 400
SCHAUMBURG, IL 60173-0000
- 4) In an action brought in the United States District Court, Eastern District, Pennsylvania, Case No. 1:16-cv-4267-TJS, defendant filed a motion to dismiss.
- 5) Defendant referred to itself in its papers in the action as PLG.
- 6) Defendant stated in its brief on its dismissal motion:

“PLG is a law firm that represents small business (e.g., Merchants) throughout the country.”

“PLG is a multi-jurisdictional law firm, and PLG has members (who are authorized to practice law) in various states, including Pennsylvania.”

“The Rules of Professional Conduct provide the exclusive remedy for attorney misconduct when the misconduct alleged is the practice of law.”

“Defendants’ alleged liability under Count IV is premised entirely on the allegation that Defendants (a law firm and individual attorneys) were engaged in the practice of law.”

- 7) Defendant solicited plaintiff for services related to the above mentioned action against plaintiff filed in Nassau Supreme Court by Platinum Rapid Funding Group, Ltd., Index Number 607564/2016.
- 8) Towards this end, defendant submitted a contract to the plaintiff for the defendant’s services.
- 9) The contract is annexed as Exhibit A.
- 10) Among others, defendant’s services listed in the contract were:

1.2. Negotiate and Restructure Client Debt

Protection will undertake representation of Client regarding specific, unsecured debts listed in the Creditor List enclosed with this Agreement. Representation related to any debt is governed by the promises and limitations discussed throughout this Agreement.

1.3. Litigation Defense Services (Separate Fees Apply, As Described Below)

Creditors and/or debt collectors may file lawsuit(s) against Client in order to collect non-payment of owed debt(s). If Client chooses to pay the listed additional fees for the specific litigation defense services described below, Protection will provide litigation defense services in the event Client receives a Summons and Complaint on a debt enrolled in the Program.

If Client chooses to pay the additional fees for one or more of the litigation defense services listed below, Protection will advise,

represent and defend Client in any litigation initiated by creditors or collectors to recover debts listed in this Agreement after the effective date of this Agreement. Litigation defense services are described below and are subject to the terms of this Agreement.. Client acknowledges that failing to respond to any litigation initiated against Client may have adverse consequences, including but not limited to entry of judgment against Client in the litigation.

Litigation Defense Services Fees:

The following additional fees for litigation defense services must be paid by Client in advance for Protection to provide the specific listed service:

Initial Review of Litigation Documents - \$250.00

Filing Responsive Pleading to the Plaintiff's Complaint - \$400.00

Attendance at a Hearing - \$250.00 per appearance

Issuing and Responding to Discovery Requests - \$300.00

Trial Preparation and Appearance at Trial - \$1,000.00

11) The contract had three creditors listed including:

Platinum Funding \$182,610.76

Platinum Funding \$136,000.00

12) Neither defendant nor Mark D. Guidubaldi is licensed to practice law in New York.

13) No member of defendant is licensed to practice law in New York.

14) Defendant is subject to jurisdiction in New York as a result of its contract with plaintiff.

Liberatore v. Calvino, 293 A.D.2d 217, 218-221, First Dept. [2002]:

“Calvino's representation of plaintiff prior to the filing of the personal injury action met each of these criteria. Despite being unlicensed in New York, he projected himself into the state to perform services by contracting with plaintiff to legally represent her here for purposes of obtaining a favorable settlement of her New York personal injury claim from New York tortfeasors in accordance with New York law.”

Deutsche Bank Sec., Inc. v. Montana Bd. of Invs., 21 A.D.3d 90, 94, First Dept. [2005]:

“While electronic communications, telephone calls or letters, in and of themselves, are generally not enough to establish jurisdiction (see Liberatore v Calvino, 293 AD2d 217, 220 [2002]; Granat v Bochner, 268 AD2d 365 [2000]), they may be sufficient if used by the defendant deliberately to project itself into business transactions occurring within New York State (see Ehrlich-Bober & Co. v University of Houston, 49 NY2d 574 [1980]; Parke-Bernet Galleries v Franklyn, 26 NY2d 13 [1970]; Courtroom Tel. Network v Focus Media, Inc., 264 AD2d 351 [1999]).”

- 15) Defendant engaged in the unlawful practice of law. El Gemayel

v. Seaman, 72 N.Y.2d 701, 705-706 [1988]:

“Judiciary Law § 478 provides: “It shall be unlawful for any natural person to practice or appear as an attorney-at-law or as an attorney and counselor-at-law for a person other than himself in a court of record in this state, or to furnish attorneys or counsel or an attorney and counsel to render legal services, or to hold himself out to the public as being entitled to practice law as aforesaid, or in any other manner * * * without having first been duly and regularly licensed and admitted to practice law in the courts of record of this state, and without having taken the constitutional oath.” Its purpose is to protect the public in this State from “the dangers of legal representation and advice given by persons not trained, examined and licensed for such work, whether they be laymen or lawyers from other jurisdictions” (Spivak v Sachs, 16 NY2d, at 168, supra [construing former Penal Law § 270, the predecessor of Judiciary Law § 478]). As a matter of public policy, a contract to provide services in violation of the statute is unenforceable in our State courts (Spivak v Sachs, 16 NY2d, at 168, supra; see also, McConnell v Commonwealth Pictures Corp., 7 NY2d 465). Moreover, violation of Judiciary Law § 478 is a misdemeanor (Judiciary Law § 485) and its provisions also may be enforced in civil actions by the Attorney-General or a bar association formed in accordance with the laws of this State (Judiciary Law § 476-a).”

- 16) Defendant’s contract violated New York law for attorney fee

agreements. McCarthy v. CBC Capital Ventures, LLC, 18 Misc. 3d

1118A, 2008 NY Slip Op 50126U, Sup Ct Nassau Cty:

“An attorney who brings an action to recover a fee must allege in the complaint that the client received notice of the right to pursue arbitration and mediation and did not file a timely request therefor or that the dispute is not otherwise covered by 22NYCRR Part 137 §137.1. See §137.6(b) complaint must allege receipt of notice or that dispute is not covered by Part 137. Borah, Goldstein, Altschuler, Schwartz & Nahins, P.C. v. Lubnitzki, 13 Misc 3d 823 (Civ. Ct. NY Cty 2006) relying in part on Wexler & Burkhart, LLP v. Grant, 12 Misc. 3d 1162(A) (Sup. Ct. Nassau Cty Palmieri, J.).”

- 17) Defendant received monies from the plaintiff towards its alleged efforts to settle the legal action brought in this court against plaintiff.
- 18) Plaintiff sought a return of these monies.
- 19) Defendant failed to pay \$27,399.30 back to plaintiff.
- 20) The monies were not earned by defendant.
- 21) The monies were purportedly placed in escrow by defendant towards financing a possible settlement of the action brought in this court against plaintiff.
- 22) Defendant never contacted the party that sued plaintiff in this court in order to settle the action.
- 23) On Dec. 15, 2016, plaintiff demanded return of the monies.
- 24) Defendant failed or refused to return the monies.
- 25) Defendant is liable to plaintiff for the said monies. Ostrovskaya

v. Kurilovich, 2005 N.Y. Misc. LEXIS 3497 [2005]; 234 N.Y.L.J. 75:

“Having determined that the defendants have violated the Judiciary Law by engaging in the practice of law, the

contractual basis for performing the services is thus void due to the illegal subject matter. *El Gemayel v. Seaman*, supra; (See also *McConnell v. Commonwealth Pictures Corporation*, 7 NY2d 465 (1960)). The evidence shows that the monies demanded for services by defendants was paid by the plaintiffs. Plaintiffs therefore seek a return of their payments and based upon the illegality of the services performed here, the Court finds that reimbursement must be given to the plaintiffs.”

Second Cause of Action

- 26) Defendant had no lawful basis to collect the \$27,399.30 from plaintiff nor any lawful basis to retain it.
- 27) Defendant converted the \$27,399.30 of plaintiff.

Additional Damages

- 28) Defendant routinely solicits commercial entities sued in court.
- 29) Defendant routinely solicits commercial entities sued in New York Supreme Court.
- 30) Defendant’s actions are part of a pattern.
- 31) Defendant’s actions are aimed at the public.
- 32) Defendant’s actions are criminal in nature.
- 33) Defendant’s actions warrant punitive damages.

WHEREFORE, plaintiff respectfully demands judgment against defendant for \$27,399.30 with interest from Dec. 15, 2016, punitive damages, and costs.

Dated: January 5, 2017


Amos Weinberg.
Attorney for Plaintiff

Office and P.O. Address:
49 Somerset Drive South
Great Neck NY 11020-1821
Phone: (516) 829-3900.
Email: aw@awLaw.US

SUPREME COURT OF THE STATE OF
NEW YORK : COUNTY OF NASSAU

Index No.

-----x
MERIDA EXP, LLC,

Plaintiff,

-against-

**AFFIDAVIT and
VERIFICATION**

MARK D. GUIDUBALDI & ASSOCIATES, LLC
d/b/a PROTECTION LEGAL GROUP,

Defendant.
-----x

State of Alabama
County of Jefferson, ss.:

Emmanuel Mollel, being duly sworn, deposes and says:

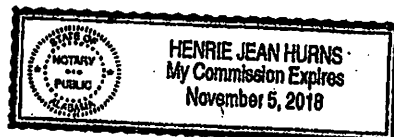
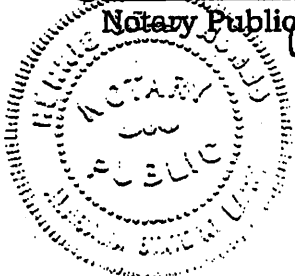
I am an officer of the plaintiff and am fully familiar with the transactions of the parties. I have read the allegations of the complaint and the same are true to my own knowledge except those allegations made or stated to be true upon information and belief and as to those I believe them to be true. The basis of my knowledge is the books and records of plaintiff in my possession and control, personal involvement in the transaction, and advice of counsel as to the legal information and conclusions.

Prejudgment interest is sought from Dec. 15, 2016.


Emmanuel Mollel

Sworn to before me
January 5, 2017


Notary Public

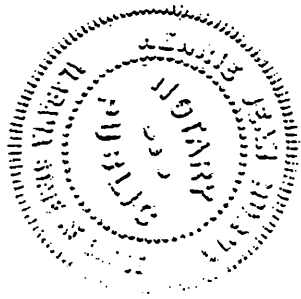


UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

State of Alabama
County of Jefferson, ss.:

On the 5th day of January, 2017, before me, the undersigned personally appeared Emmanuel Mollel; personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies). and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Henrie Jean Hurns
Notary Public





**PROTECTION
LEGAL GROUP**

Main:

1821 Walden Office Square
Ste. 400
Schaumburg, IL 60173

Administrative Support Office:

331 Newman Springs Rd.
#143
Red Bank, NJ 07701

EXHIBIT A

This document is a legally binding agreement confirming that the undersigned business (the "Client") and Protection Legal Group ("Protection") wish to form an Attorney / Client relationship.

Pursuant to this Agreement's terms, Protection will assist Client with debt restructuring, and as such, the Representation contemplated in this Agreement is referred to as a "Debt Restructure Program" or the "Program." In return for Protection's services, Client agrees to pay specific amounts to Protection, as specified in this Agreement and its enclosures.

Client is retaining Protection to help restructure specific debts that Client cannot reasonably satisfy according to existing terms. These specific debts are listed in this Agreement.

Client must pay as agreed for Protection to operate as contemplated in this Agreement. Protection's ability to restructure the proposed debt load is projected to take the number of months and amount of payments listed in this Agreement, and any variance will directly affect Protection's ability to perform as agreed.

Client understands that creditors are under no obligation to negotiate with it, Protection, or anyone else, and Client promises not to unreasonably withhold consent when presented with offers to settle debts.

The specifics of Protection and Client's responsibilities and expectations with regard to this relationship are discussed in this Agreement in the following order:

Section 1: SERVICES PROTECTION WILL PROVIDE

Section 2: FEES AND COSTS CLIENT WILL PAY

Section 3: MINIMUM PERFORMANCE STANDARD

Section 4: HOW AND WHEN REPRESENTATION WILL END

Section 5: ADDITIONAL TERMS AND DISCLOSURES

Section 6: ARBITRATION OF DISPUTES AND WAIVER OF CLASS ACTION RIGHTS

Following the Attorney / Client Agreement are various notices, disclosures, schedules, lists, and authorizations related to this Agreement's terms. The contents of all documents enclosed are material to Protection's representation of Client, and are incorporated by reference into this Agreement.

Client Information

CLIENT		
Contact Name: Emmanuel Mollel	Company Name: Merida EXP, LLC	EIN/SSN: 611537940
Address: 2420 5th Street North West	City: Birmingham	State, Zip Code: AL 35215
Business Phone: (205) 588-4254	Cell Phone: (205) 937-0204	Email Address: infomeridaexpllc@gmail.com

PROPOSED PROGRAM INFORMATION

Total Unsecured Debt: \$395,610.76	Program Length (Weekly): 76
Date of First Payment: 10/5/2016	Program's Payment Amount: 3,528.22
Law Firm Contact: Glen Muir	Total Program Payments: \$268,144.21

Section 1: Services Protection Will Provide

Protection's services are performed by a group of professionals, including attorneys, paralegals, negotiators, assistants, and others. Attorneys directly supervise the activities they do not directly perform. Protection will perform the various services described in this section.

1.1. Debt Analysis

Protection will review Client's debt circumstances and formulate a plan to negotiate improved terms.

1.2. Negotiate and Restructure Client Debt

Protection will undertake representation of Client regarding specific, unsecured debts listed in the Creditor List enclosed with this Agreement. Representation related to any debt is governed by the promises and limitations discussed throughout this Agreement.

1.3. Litigation Defense Services (Separate Fees Apply, As Described Below)

Creditors and/or debt collectors may file lawsuit(s) against Client in order to collect non-payment of owed debt(s). If Client chooses to pay the listed additional fees for the specific litigation defense services described below, Protection will provide litigation defense services in the event Client receives a Summons and Complaint on a debt enrolled in the Program.

If Client chooses to pay the additional fees for one or more of the litigation defense services listed below, Protection will advise, represent and defend Client in any litigation initiated by creditors or collectors to recover debts listed in this Agreement after the effective date of this Agreement. Litigation defense services are described below and are subject to the terms of this Agreement.. Client acknowledges that failing to respond to any litigation initiated against Client may have adverse consequences, including but not limited to entry of judgment against Client in the litigation.

Litigation Defense Services Fees:

The following additional fees for litigation defense services must be paid by Client in advance for Protection to provide the specific listed service:

Initial Review of Litigation Documents - \$250.00

Filing Responsive Pleading to the Plaintiff's Complaint - \$400.00

Attendance at a Hearing - \$250.00 per appearance

Issuing and Responding to Discovery Requests - \$300.00

Trial Preparation and Appearance at Trial - \$1,000.00

Payment of Costs Associated With Litigation Defense Services:

In addition to the Litigation Defense Service Fees described above, Client must pay all costs associated with litigation defense services, including the costs of any court filing fees or other court-imposed costs as well as any other costs associated with the litigation, such as photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, travel costs including parking, mileage, transportation, meals, and hotel costs, investigation expenses, and other similar items. Protection will NOT advance such costs. Client acknowledges that failing to timely pay necessary costs as they become due may have adverse consequences, including but not limited to entry of judgment against Client in the litigation.

Litigation Defense Services and Limitations

Protection's Litigation services, conditions and limitations for the Litigation Defense Services are as follows:

Services:

Upon payment for the respective services, as described above, Protection will provide the following services.

- Protection will receive, review, and analyze any summons, complaint, petition, application, or other operative pleading Client has received.
- Protection will evaluate potential legal defenses to the Plaintiff creditor's suit.
- Protection will review, analyze, and counsel Client regarding collection activity and debt restructuring associated with the litigated debt.

- Protection will engage with the Plaintiff or its hired legal counsel on Client's behalf to negotiate a resolution of the litigation.
- **Protection will attempt to vacate any recorded confessions of judgment, and set the matter for hearing before a Court in a proper and convenient jurisdiction.**
- Protection's attorneys will make a determination whether a valid defense exists to the law suit or whether the suit is defective in some way favorable to Client. This determination varies by jurisdiction, applicable lawcurrent legal trends, and the personal knowledge of the local attorney.
- If Protection's assigned attorney determines that Client is likely to gain a favorable result through continued defense of the litigation, he or she will prepare and file responsive pleadings on Client's behalf, appear at subsequent court proceedings, and continue defense through various stages of litigation, including trial, if prudent.

Conditions and Limitations

1. All pages of any summons, complaint, exhibits, petitions, and/or other pleadings served on Client must be submitted to Protection no less than fifteen (15) days prior to the lawsuit response date, or immediately upon Client's receipt of lawsuit paperwork.
2. If the litigation is in a state that permits less than fifteen (15) days' notice, all lawsuit paperwork must be submitted no less than seven (7) days prior to lawsuit response date.
3. All lawsuit paperwork must be submitted to Protection Legal Group at the following fax number: (312) 667-1908 or email address: litdocs@protectionlegalgroup.com.
4. The applicable additional litigation defense fees must be paid in advance by Client for Protection to provide the stated litigation defense services.
5. Client's "Retainer Fee," as described in this Agreement and the enclosed Payment Schedule, must be paid in full, or Client's Retainer Fee payments must be current on any agreed payment plan in order for Protection to provide Litigation Defense Services.
6. Protection is not required to provide Litigation Services on any lawsuit of which Client had knowledge prior the execution of this Agreement with Protection. Knowledge of a lawsuit is typically determined by service of process (delivery of a legal complaint to a party being sued).
7. Protection will not provide litigation defense services related to debts that are not included in this Agreement or any attachments or amendments to this Agreement dated before Client's knowledge of the lawsuit.

1.4. Services Not within Scope of Representation

Protection's services are limited to those specifically listed above. This means that Protection will not provide accounting, financial planning, or tax advice. Protection does not engage in or provide any credit repair or credit reporting. Protection does not attempt to restructure debts on which a judgment has previously been obtained. Bankruptcy services, and defense or prosecution of any debt not listed in this Agreement, are outside the scope of this representation. Further, Protection cannot guarantee that creditor or collector harassment will cease at any point in the representation. However, under some circumstances, Protection may take, or refer Client to another attorney to take, appropriate legal action against creditors or collectors engaged in illegal activity. Any such services or legal actions are outside of the scope of the services provided under this Agreement, and would subject to the negotiation of a separate agreement between Client and Protection or other attorney or law firm that might represent or assist Client with respect to such action.

1.5. Work Performed by Contracted Parties

Protection Legal Group may contract work relating to this Agreement to third parties for tasks including but not limited to customer service and assistance with debt negotiations. Protection attorneys will supervise any activities performed by third party entities on Client's behalf.

1.6. Conditions of this Agreement's Effectiveness

- a. This Agreement shall not take effect, and Protection shall have no obligation to provide any services, until both Client and Protection have executed a copy of this Agreement and a fully executed copy is delivered to both parties.

- b. Further, this Agreement shall not take effect until Client has paid the initial payment of the flat fee retainer as set forth in the payment schedule enclosed, and the payment has cleared.

1.7. Bankruptcy and Other Alternatives

Protection attorneys may discuss alternative legal avenues, such as Chapter 7 & 11 bankruptcies, in the event of changes in Client's circumstances and/or the circumstances of any Scheduled Debt(s). Any such services or legal actions are outside of the scope of the services provided under this Agreement, and would subject to the negotiation of a separate agreement between Client and Protection or other attorney or law firm that might represent or assist Client with respect to such action.

1.8. Client's Failure To Comply With Negotiated Settlement Terms / Renegotiation Fee

Protection is not required to renegotiate any debts that enter default after Protection has negotiated the resolution of Client's debt and Client has approved those terms. Client may request Protection renegotiate such debt, subject to Client's payment of an additional fee of two-hundred-ninety-nine dollars (\$299.00) per renegotiation. Client understands that in such circumstances renegotiation may result in an increased settlement amount from the original negotiated amount.

Section 2: Fees and Costs Client Will Pay

Protection's standard fees (not including Litigation Defense Services and renegotiation fees) are payable according to the following terms. All fees are charged on a flat fee basis according to the Payment Schedule enclosed with this Agreement. In addition, as described in Section 2.9 below, all funds for Client's settlement savings shall be deposited by Client on a monthly basis into a dedicated account maintained by a third party dedicated account provider.

2.1. Retainer Fee

- a. Client will initially pay Protection \$900 as a Retainer Fee for debt review, debt restructure plan analysis and creation, supervision of and participation in creditor negotiations, and pre-litigation settlement support.
- b. Client's Retainer Fee shall be paid Weekly over the first 9 Weeks of the Program. \$100 of the Client's first 9 deposits to Client's Dedicated Account shall be allocated to payment of the Retainer Fee. Please see Client's Payment Schedule, enclosed with this Agreement and incorporated herein by reference, for allocation of Client's total Weeks deposit to Client's Dedicated Account.
- c. Client will be required to pay additional fees if Client wishes Protection to provide the Litigation Defense Services, as described in Section 1.3 of this Agreement.

2.2. Service Cost – Related Services

In addition to the legal services provided by Protection, there are non-legal services involved in the implementation and maintenance involved in Client's representation. These services are provided at a cost of twenty-five percent (25%) (hereinafter referred to as "Service Cost") of Client's total scheduled debt ("Scheduled Debt:") listed on the attached Creditor Listing, which is incorporated by reference herein. The Service Cost, totaling \$ 98,902.69, shall be paid by Client to Protection in equal consecutive monthly payments in the amount of \$ \$2602.71 per Week.

Protection's Use of Independent Contractors:

Protection has a non-exclusive reciprocal referral agreement with independent contractors to provide these services under Protection's direct supervision. Representatives of such independent contractors cannot and will not provide any legal advice to Client, and any legal advice will only be communicated to Client by a Protection attorney. You should be aware that although these services are performed under Protection's supervision, it is possible that a court or courts might determine that there is no attorney-client relationship between Client and the independent contractor representatives in regard to these services, and communications between Client and the independent contractor representatives might not be protected by the attorney-client communication privilege.

2.3 Legal Administration Fee

Client shall also pay a flat Weekly Legal Administration Fee of \$ 25.00 for debt review, analysis and structuring of a debt resolution plan, supervision of and involvement in negotiations with creditors and pre-litigation settlement support. Client shall be responsible for Legal Administration Fees for all Weeks Client remains active with Protection.

2.4. Application of Funds Paid in Addition of Costs and Fees

All funds paid by Client that exceed the Costs and Fees listed above will be saved in Client's Dedicated Account (See Dedicated Account Agreement) for use in effecting payments toward settlements Protection secures subject to this Agreement. All such funds will remain under Client's control at all times, and may be freely removed by Client at any time. It is strongly recommended that Client keep all funds available for settlement payments to allow Protection the greatest ability to effectively represent Client under the terms of this Agreement.

2.5. Method of Payment

Under this Agreement, Client agrees to have Client's initial flat fee retainer, Service Cost and any subsequent fees and costs as outlined above based on the attached Payment Schedule be automatically drafted from Client's bank account into an authorized Federal Deposit Insurance Corporation ("FDIC") insured bank account held in Client's name (the "Dedicated Account") with Client's first payment to start on 10/5/2016 , and thereafter each Week.

2.6. Early Program Completion and Pre-Payment of Program Fees

If Protection restructures all debts listed in this Agreement before the scheduled date of Client's final Service Cost payment, Client agrees to pay the full Service Cost outlined in the attached Payment Schedule.

2.7. Additional Fees

Client agrees to pay any applicable additional processing fees, as follows:

- Payment Plan Change Fees - \$19.95 – For rescheduling, skipping or canceling a payment date.
- Adding/Removing Debts Fee - \$25.00 – For adding or removing any debts to the Program.
- Renegotiation Fee - \$299.00 – For renegotiating a debt after it has previously been resolved and approved by Client.
- Reactivation Fee - \$299.00 – For reactivating Client's Program after Client has previously terminated the Program.
- Banking Changes - \$25.00 – For each change Client makes from one bank to another.
- NSF Return Fee - \$25.00 – For each payment by Client that is returned for insufficient funds.

2.8. Increases in Balances of Accounts Subject to Representation

Client acknowledges and agrees that Client will not incur any additional debt on any accounts subject to this Agreement, other than late fees, interest, and penalties. Client agrees and acknowledges Client's Program fees, Program length, and draft amounts may increase as a result of additional balances caused by Client's failure to abide by this provision.

2.9. Settlement Funds Held By Client's Third Party Dedicated Account Provider

Client will enter into an agreement with Global Client Solutions, or any other third party dedicated account provider selected by Client, to act as a third-party custodian of the settlement funds Client will accumulate and deposit into a dedicated account ("Dedicated Account") for the resolution of Client's debts. Client acknowledges and agrees that the terms of any agreement between Client and such third party custodian are separate from this Agreement and any fees charged by such custodian are separate from and in addition to any fees to be paid to Protection under this Agreement. Protection shall have no right to access, direct or control such funds or account, and Client shall provide all instructions relating to such account directly to the custodian, including but not limited to any instructions provided in or accompanying this Agreement.

Section 3: PLG's Minimum Performance Standard

PLG has a set Minimum Performance Standard for each debt enrolled in the Debt Resolution Program. PLG sets a target debt reduction of minimally thirty-five percent (35%) of amount owed on debt at time the Agreement is executed. If PLG is unable to meet this target debt reduction in the event of debt settlement, PLG will refund the share of all PLG fees & costs for work on this individual debt.

3.1. Terms and Conditions Affecting Minimum Performance Standard:

- a. Client must be in complete compliance and cooperation with PLG under the terms of this agreement.
- b. Client's payments must be current under the Service Cost obligations and cannot default on payments to Creditors pursuant to settlement of any listed debt.
- c. Client may not be entitled to a refund if Client is unwilling or unable to accept a proposed settlement at a reduction of thirty-five percent (35%) of enrolled debt at time that settlement is secured by PLG.
- d. If PLG is unable to settle Client's listed debts, the refund shall be calculated on a pro rata basis as to Service Cost paid per each individual debt.
- e. The Minimum Performance Standard does NOT apply to any enrolled debt that becomes subject to a lawsuit during representation. Client will be required to notify PLG of any lawsuit, at which time the Minimum Performance Standard will cease to apply, and Litigation Services will commence.

3.2. Minimum Performance Standard Does Not Apply to the Following Types of Debt:

- a. Any debt with a balance of less than one-thousand dollars (\$1,000.00) at the time of this Agreement's execution;
- b. Any debt which is subject to a lawsuit at the time of this Agreement's execution;
- c. Any debt with a credit union. PLG will endeavor to settle such debts on behalf of Client on the best terms possible, but cannot guarantee that such settlements will meet the Performance Standard.
- d. Debts that are eliminated and/or discharged by creditor or become uncollectable as a result of PLG's strategies shall be considered approved settlements, and will not be subject to any refund;
- e. Client must complete all payments as listed and hereafter amended in order to provide PLG with the opportunity to settle all enrolled debt on the Creditor Listing enclosed. Any refund may be disqualified if Client terminates representation prior to completion of payments contemplated in this Agreement.

Section 4: How and When Representation Will End

4.1. Termination by Client

Client may terminate this Agreement at any time and for any reason. If Client terminates this Agreement before all Scheduled Debts are restructured, Client's entire Retainer Fee, including any portions that have not been paid yet, shall become due immediately and shall be deducted from any balance in Client's Dedicated Account. In addition, all Service Costs and other fees that have been paid before the date of termination shall be considered earned by Protection, and will not be refunded to Client. Client shall be entitled to withdraw any and all remaining funds accumulated in Client's Dedicated Account, other than any funds Client has previously directed be paid to Client's creditors for the settlement of Client's debts.

4.2. Termination by Protection

This Agreement may be terminated by Protection at any time for good cause, and upon reasonable notice to Client. Any such termination shall be subject to the fee and refund provisions described in Section 3.1 above. In addition, subject to any applicable legal and ethical standards governing Protection's right to withdraw representation, Protection may withdraw from representing Client in any litigation under the terms of this Agreement, either with Client's consent or with the permission of the court in which such litigation is pending.

4.3. Definition of "Good Cause" for Termination by Protection

- a. **Client's Failure to Cooperate with Protection.** Client must cooperate and comply with all reasonable requests by Protection and its agents in connection with the services to be performed under this Agreement, including requests for information and documentation, responses to settlement offers, and matters related to any litigation. Client acknowledges and agrees that failure to cooperate with Protection is grounds for Protection to terminate this Agreement and/or to withdraw from representation of Client in any litigation associated with Client's failure to cooperate.
- b. **Failure to Pay Fees and Costs.** If Client fails to pay the legal fees and Service Costs required under the terms of this Agreement, Protection may terminate this Agreement and withdraw from representation of Client.
- c. **Failure to Pay Fees and Costs of Litigation.** Protection will not be responsible for responding to any such lawsuit until such time as the required fees and/or costs have been received by Protection. If Client fails to pay any of the Litigation Defense Fees and/or costs as they become due, including but not limited to any court filing fees or other fees or costs associated with the litigation of a listed debt, depending on the timing, Protection may decline to represent Client in response to such lawsuit, may withdraw from representation of Client and/or may terminate this Agreement. Moreover, Client agrees and acknowledges that the failure to pay any required fee or costs for a specified litigation defense service in advance shall constitute sufficient grounds for Protection to withdraw from representing Client in connection with the applicable lawsuit.
- d. **Failure to Follow Protection's Advice on Reasonable Settlements.** Client agrees and acknowledges that in the event Protection negotiates a reasonable settlement offer and advises Client to accept, Client agrees that it shall not unreasonably withhold consent to accept the offer. Client acknowledges and agrees that it is unreasonable to withhold consent on a settlement offer when Client has no valid defense to the litigation claims at issue or when the settlement offer results in a savings of 50% or more of Client's Scheduled Debt(s) as of the time of the settlement. If Client refuses to consent to a reasonable settlement offer, Client agrees that Protection may withdraw from representing Client in any litigation associated with the settlement offer at issue.

4.4. Withdrawal from Representation of Client in Litigation

In the event that Protection is entitled to withdraw from any litigation for whatever reason, Client agrees to execute any documents necessary to effectuate this withdrawal, including, without limitation, the execution of a substitution of attorney document that relieve Protection as counsel in the litigation. If Client fails to execute any necessary documents, Protection may request the court to be relieved as Client's attorney in that particular matter. Client acknowledges and agrees that Protection's withdrawal from any specific litigation does not necessarily terminate Client's entire Agreement with Protection for any other litigation or for any other services falling within the scope of this Agreement. Notwithstanding Protection's withdrawal and without regard to the reasons for the withdrawal, Client will remain obligated to pay Protection for any services performed up to and including when Protection delivers its withdrawal notice to Client or Protection receives a court order authorizing its withdrawal.

Section 5: Additional Terms and Disclosures**5.1. Client's Responsibilities to Protection**

- a. Client agrees to pay to Protection the fees and costs shown on the enclosed Payment Schedule and to deposit the funds reflected on the Payment Schedule into Client's Dedicated Account for use in settling the Scheduled Debts;
- b. Provide Protection accurate and complete information and documents relating to any debts subject to Protection's representation. These documents must identify each debt by creditor's name, current account balances, and account numbers. Protection shall be under no obligation to verify the information supplied by Client;
- c. Forward all correspondence received from creditors and/or collection agencies as soon as possible, but no later than five (5) days after receipt;
- d. Refrain from discussing debts with creditors or collection agencies when contacted;
- e. Promptly notify Protection in writing of any settlement offers received by Client from and creditors or collectors, including all of the terms and conditions of the offer;
- f. Be willing and able to assist in any negotiations when necessary. However, Client acknowledges and agrees that Client's level of involvement will not affect the terms of this Agreement, but may affect the speed and effectiveness of Protection's efforts;
- g. Respond on a timely basis to all requests or communications from Protection or its representatives, and promptly provide Protection with any changes of address or other contact information; and
- h. Make timely and complete payments on all settlements negotiated by Protection and approved by Client.

5.2. Client's Authorizations

Client authorizes Protection to:

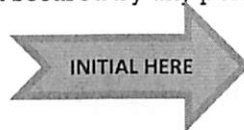
- a. Disclose information regarding Client's financial condition or status to any creditors and collectors in connection with effective representation;
- b. Represent Client with respect to any party seeking to collect the Scheduled Debts; and
- c. Engage creditors and collectors to negotiate reduction of the Scheduled Debts.

5.3. Client Acknowledgments

Client acknowledges and agrees that:

- a. The Payment Schedule is based on estimated settlement averages achieved in other similar programs. Accordingly, the actual amount you will pay into the Program may vary. More or less funding may be required to settle all of your Scheduled Debts;
- b. The Program's contemplated duration is an estimate based on full and timely payment each month as listed in the Payment Schedule. Any variation of payments, as well as many other factors, can affect the length of the Program;
- c. The success of Protection's representation on any particular debt may vary based on a number of factors, including Client's ongoing ability to make timely deposits into its Dedicated Account, the willingness of Client's creditors to negotiate settlements of its debt and other factors that are outside Protection's control;
- d. Creditors may still contact Client regarding debts subject to this Agreement. Client should notify Protection of any harassment, as there may be steps Protection can take to prevent or rectify any illegal harassment;
- e. The discharge of indebtedness may be considered a taxable event. Client should consult a tax professional to determine any tax obligations it may have as a result of any settlements negotiated on its behalf;
- f. The fees and costs paid to Protection are compensation for the services described in this Agreement and the funds deposited into Client's Dedicated Account are for the purpose of saving funds for settling Client's debts with creditors. Until Client authorizes and approves any such settlements, no payments of any kind, including any monthly minimum payments, will be made to Client's creditors on Client's accounts, except those that are subject to Protection's Settlement Pre-Authorization form. This form states that Protection shall make all reasonable efforts to obtain Client's approval for any settlement offer obtained on its behalf. In the event Protection cannot contact Client after making reasonable efforts, Client authorizes Protection to proceed with any settlement resulting in a savings of 50% or more of any of Client's Scheduled Debts as of the time of the settlement and authorizes the payment of such amount to the creditor by Client's Dedicated Account provider;

- g. Client's participation in the Program may increase the amount of money Client owes to Client's creditors due to the accrual of additional fees and interest on the Scheduled Debts while enrolled in the Program;
- h. Client's participation in the Program will likely have an adverse effect on Client's creditworthiness and/or credit report scores;
- i. Client's participation in the Program may result in Client being subject to collections and/or sued by creditors or debt collectors;
- j. Protection does not provide any credit repair services or engage in any credit reporting.
- k. Protection does not provide any accounting, financial planning or tax advice.
- l. Client should not incur any new or additional debt and should refrain from using or obtaining credit during the Protection debt restructure representation. Client understands and agrees that all lines of credit shall be closed and that no additional lines of credit should be applied for during the Debt Restructure Program;
- m. No debts listed in this Agreement have been secured by any personal or real property.



Initial: EM

5.4. Voluntary Participation

Client understands that participation in the Program is voluntary and Client may, upon written request, cancel Protection's services at any time, subject to the "Termination" provisions of this Agreement.

Client agrees that:

- a. Early termination may prevent Protection from providing all services outlined herein and Protection will not be responsible for any unstructured accounts upon cancellation of the Agreement.
- b. In the event of any early termination of this Agreement, any remaining portion of the Retainer Fee shall be due immediately.
- c. In the event of any early termination of this Agreement, all Service Costs and any banking fees and other fees paid up to the date of Termination shall be considered earned and are nonrefundable.
- d. Upon termination of this Agreement, any funds held in Client's Dedicated Account, less any amounts paid or owed for fees and/or settlement payments, shall be remitted to Client by paper check or ACH transfer within seven (7) days of Client's request.
- e. Protection will not collect any additional fees that have not previously become due after the termination date.
- f. With Protection's permission, Client may re-enroll Client Debts after termination. Any re-enrollment shall be at Protection's sole discretion and shall be subject to a Reactivation Fee in the amount of two hundred ninety-nine dollars (\$299.00).

5.5. Skipped Drafts

- a. In the event Client requests to skip a monthly draft, Client shall notify Protection orally or in writing at least three (3) business days prior to the scheduled draft.
- b. Client will continue to be charged any applicable Retainer fees, Legal Administration Fees and/or any banking fees for any skipped months.
- c. An additional month shall be added onto Client's Program to make up for each month Client skips a draft.
- d. Protection may deny a Skip Request and/or limit the number of approved Skipped Drafts if Protection determines it is in Client's best interest to continue drafting Client's monthly payment.

5.6. Extension of Representation

- a. In the event Client's debts are not fully settled at the end of the estimated Program timeframe, Protection will automatically extend Client's Program unless Client notifies Protection that Client does not wish to extend representation.

5.7. Additional Disclosures & Disclaimers

- a. There are other remedies/solutions available for clients to relieve themselves of their debt burdens. Those remedies include bankruptcy and credit counseling. (See Exhibit A of this Agreement for further information).

b. Declaring bankruptcy may discharge or allow a court imposed repayment plan for the majority of Client's debts. However, this will be reflected on the business' credit for up to 10 years. In the event Client's circumstances change or Client requests such consultation, a Protection attorney will discuss and advise Client as to any available bankruptcy options, including fees and costs. There are no additional fees required from Client for such consultation and preliminary advice regarding bankruptcy.

5.8. Confidentiality of Client Information

Protection agrees that any information provided by Client will be kept confidential and only be used for the purpose of providing the Services described in this Agreement, which may include disclosure of confidential information to appropriate third parties in order to (a) streamline the negotiation process, and (b) enhance Client's opportunities for settlement offers with Client's various creditors. Client expressly agrees and authorizes Protection to make such disclosures and will not require any additional consent or authorizations by Client before such disclosures are made.

5.9. Full and Only Agreement

This Agreement is the full and only agreement between the parties. All prior negotiations and discussions are superseded by this Agreement. Protection has made no representations other than those expressly set forth in this Agreement, and neither Party has relied upon any representations or promises other than those expressly set forth herein.

Section 6: Arbitration of Disputes and Waiver of Class Action Rights

In the event of any controversy, claim or dispute between the Client and Protection arising out of or relating to this Agreement or the breach, termination, enforcement, performance, interpretation or validity thereof, including any determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in the county of Client's location, in accordance with the laws of the state of Client's state. The Parties agree that the arbitration shall be administered by JAMS, or in the event of its unavailability, an arbitration service with substantially similar rules and arbitrator rosters, pursuant to its rules and procedures, and a single arbitrator shall be selected to preside by the arbitration service. The arbitrator shall be neutral and independent and shall comply with the relevant code of ethics. Any award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over Client and/or Protection. If either Client or Protection fails to comply with the arbitrator's award, the injured party may petition the applicable court for enforcement.

Client and Protection agree that either party may bring claims against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, Client and Protection agree that the arbitrator may not consolidate proceedings of the claims of more than one person or entity, and may not otherwise preside over any form of representative or class proceeding.

BINDING ARBITRATION MEANS THAT BOTH CLIENT AND PROTECTION GIVE UP THE RIGHT TO A TRIAL BY A JURY AND THEIR RIGHTS TO HAVE A DISPUTE RESOLVED IN A COURT OF LAW. IT ALSO MEANS THAT BOTH CLIENT AND PROTECTION GIVE UP THE RIGHT TO APPEAL FROM THE ARBITRATOR'S RULING EXCEPT FOR A NARROW RANGE OF ISSUES THAT CAN OR MAY BE APPEALED. IT ALSO MEANS THAT DISCOVERY MAY BE SEVERELY LIMITED BY THE ARBITRATOR. IN ADDITION, UNDER THE TERMS OF THIS AGREEMENT, CLIENT AND PROTECTION ALSO GIVE UP THE RIGHT TO BRING ANY CLAIMS ON A CONSOLIDATED OR CLASS ACTION BASIS. IN ADDITION, CERTAIN REMEDIES, SUCH AS STATUTORY INJUNCTIONS AND FEE SHIFTING, THAT MAY BE AVAILABLE IN A COURT OF LAW MAY NOT BE AVAILABLE IN AN ARBITRATION.

In the event Client or Protection brings suit against the other party in federal, state or local court instead of proceeding with arbitration, or unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorneys' and paralegals' fee and costs for having to compel arbitration or defend or enforce the award. This section and the requirement to arbitrate any dispute shall survive any termination.

Client Name: Merida EXP, LLC
By: Emmanuel Mollel
Name: Emmanuel Mollel
Title: Owner



THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO BIND CLIENT TO THE TERMS OF THIS CLIENT REPRESENTATION AGREEMENT AS SET FORTH ABOVE AND IN THE DOCUMENTS INCORPORATED IN THIS AGREEMENT. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT HAVE BEEN EXPLAINED TO HIS OR HER SATISFACTION BY A REPRESENTATIVE OF PROTECTION, AND THAT HE OR SHE HAS NO UNANSWERED QUESTIONS ABOUT THE PROGRAM OR THIS AGREEMENT. CLIENT CONFIRMS THAT IT HEREBY AGREES TO ARBITRATE ANY CLAIMS AND HEREBY WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION AGAINST PROTECTION.

Agreed to this 29th day of September, 2016

Client Name: Merida EXP, LLC



By: Emmanuel Mollel
Name: Emmanuel Mollel
Title: Owner

Protection Legal Group LLC

By: _____
Name: _____
Title: _____

Notice of Right to Cancel

Date of Transaction: _____

Client may CANCEL this transaction, without Penalty or Obligation, including any agreements Client signed, for up to FIVE BUSINESS DAYS from the above date. If Client cancels, it will not be obligated to make any payments to the law firm and any agreements or other documents that it signed will be null and void. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written cancellation notice to the address below NOT LATER THAN MIDNIGHT OF _____ (five business days after the Date of Transaction).

I HEREBY CANCEL THIS TRANSACTION

Client Name: Merida EXP, LLC

By: _____
Name: _____
Title: _____
Date: _____

Please send to:

Protection Legal Group, LLC
331 Newman Springs Rd.
#143
Red Bank, NJ 07701

*(Sign and return this document only to **CANCEL** this transaction within five business days of the Date of Transaction shown above.)*

Power of Attorney

Merida EXP, LLC ("Client"), with a principal place of business located at 2420 5th Street North West, in the City of Birmingham, State of AL, Zip 35215 hereby appoints Protection Legal Group, LLC ("Protection") as its attorney-at-law to do the acts described in this Power of Attorney. Protection (and/or its designees) is hereby authorized to act as Client's attorney and to fully represent Client regarding the negotiation, adjustment, modification, reduction, settlement, and/or payment on any and all debts allegedly due and owing in Client's name.

Client authorizes Protection to request and receive any confidential credit and account information from creditors, credit bureaus, collection agencies, creditor attorneys, or any other third parties who may be in possession of such information.

This Power of Attorney revokes all earlier Power of Attorney given by, or on behalf of, Client relating to communications relating to creditors' claims and shall be effective and binding until revoked by an instrument in writing executed by Client. Client further authorize Protection to release a copy of this Power of Attorney to Client's creditors or their agents. A copy of this Power of Attorney shall be deemed as effective as an original.

Executed on _____

Client Name: Merida EXP, LLC



By: _____
Name: _____
Title: _____

State of _____ County of _____
The foregoing instrument was acknowledged by me this _____ day of _____, 20____
by: _____ who is personally known by me or who
has produced: _____ as identification and who did not take an oath.
Notary Public: _____

Creditor Listing

<i>Creditor / Collection Agency</i>	<i>Account Number</i>	<i>Balance</i>	<i>Account Holder(s)</i>	<i>Last Payment Date</i>
Platinum Funding		\$182,610.76		
Platinum Funding		\$136,000.00		
Capital		\$77,000.00		
<i>Total Debt Owed:</i>				\$ 395,610.76

Total Amount of Debt		\$395,610.76	Estimated Settlements:				\$166,156.52
Service Cost Percentage		25%	TOTAL ESTIMATED SAVINGS				\$127,466.55
Estimated Total Fees &		\$268,144.21	Settlement Reserves	Legal Admin Fee	Banking Fees	Total Draft	Draft Due Date
Weekly in Program	Retainer Fee	Service Cost					
1	\$100.00	\$2602.71	\$796.76	\$25.00	\$3.75	\$3528.22	10/5/2016
2	\$100.00	\$2602.71	\$796.76	\$25.00	\$3.75	\$3528.22	10/12/2016
3	\$100.00	\$2602.71	\$796.76	\$25.00	\$3.75	\$3528.22	10/19/2016
4	\$100.00	\$2602.71	\$796.76	\$25.00	\$3.75	\$3528.22	10/26/2016
5	\$100.00	\$2602.71	\$796.76	\$25.00	\$3.75	\$3528.22	11/2/2016
6	\$100.00	\$2602.71	\$796.76	\$25.00	\$3.75	\$3528.22	11/9/2016
7	\$100.00	\$2602.71	\$796.76	\$25.00	\$3.75	\$3528.22	11/16/2016
8	\$100.00	\$2602.71	\$796.76	\$25.00	\$3.75	\$3528.22	11/23/2016
9	\$100.00	\$2602.71	\$796.76	\$25.00	\$3.75	\$3528.22	11/30/2016
10		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	12/7/2016
11		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	12/14/2016
12		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	12/21/2016
13		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	12/28/2016
14		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	1/4/2017
15		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	1/11/2017
16		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	1/18/2017
17		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	1/25/2017
18		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	2/1/2017
19		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	2/8/2017
20		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	2/15/2017
21		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	2/22/2017
22		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	2/29/2017
23		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	3/7/2017
24		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	3/14/2017
25		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	3/21/2017
26		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	3/28/2017
27		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	4/4/2017
28		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	4/11/2017
29		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	4/18/2017
30		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	4/25/2017
31		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	5/2/2017
32		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	5/9/2017
33		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	5/16/2017
34		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	5/23/2017
35		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	5/30/2017
36		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	6/6/2017
37		\$2602.71	\$896.76	\$25.00	\$3.75	\$3528.22	6/13/2017
38		\$2602.42	\$897.05	\$25.00	\$3.75	\$3528.22	6/20/2017
39			\$3499.47	\$25.00	\$3.75	\$3528.22	6/27/2017
40			\$3499.47	\$25.00	\$3.75	\$3528.22	7/4/2017
41			\$3499.47	\$25.00	\$3.75	\$3528.22	7/11/2017
42			\$3499.47	\$25.00	\$3.75	\$3528.22	7/18/2017
43			\$3499.47	\$25.00	\$3.75	\$3528.22	7/25/2017
44			\$3499.47	\$25.00	\$3.75	\$3528.22	8/1/2017
45			\$3499.47	\$25.00	\$3.75	\$3528.22	8/8/2017
46			\$3499.47	\$25.00	\$3.75	\$3528.22	8/15/2017
47			\$3499.47	\$25.00	\$3.75	\$3528.22	8/22/2017
48			\$3499.47	\$25.00	\$3.75	\$3528.22	8/29/2017
49			\$3499.47	\$25.00	\$3.75	\$3528.22	9/5/2017
50			\$3499.47	\$25.00	\$3.75	\$3528.22	9/12/2017
51			\$3499.47	\$25.00	\$3.75	\$3528.22	9/19/2017
52			\$3499.47	\$25.00	\$3.75	\$3528.22	9/26/2017

Settlement Reserves above is only an estimate of the amount needed for settlement.

Client Signature

Emmanuel Mollel

Co-Client Signature

Print Name Emmanuel Mollel

Print Name

Date 09/29/16

Date



THIS PORTION FOR ELECTRONIC PAYMENT AUTHORIZATION

By signing below, I authorize the Protection Legal Group, LLC. (PLG) (or their designees) to process debit entries from my checking, savings, or other FDIC-insured bank account. This authority shall remain effective until cancelled by me in writing, at least five (5) business days prior to my scheduled payment due date. I understand there will be a twenty-five dollar (\$25) cost automatically charged to my account for any non-sufficient funds (NSF) transactions. I will provide PLG with a voided check or savings deposit slip.

Name on Account (Please Print): Merida EXP, LLC

Please transfer payments directly from my Checking account, Savings account, or Other account.

Bank Name: Wells Fargo

Bank Address: 5953 Chalkville Mountain Rd

City: Birmingham St: AL Zip: 35235

Bank Phone #: (205) 948-2685

**Routing # | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 8 | 0 | Account # 3828936447

*Routing numbers are always 9 digits long and always start with 0, 1, 2, or 3.

Emmanuel Mollel

Emmanuel Mollel

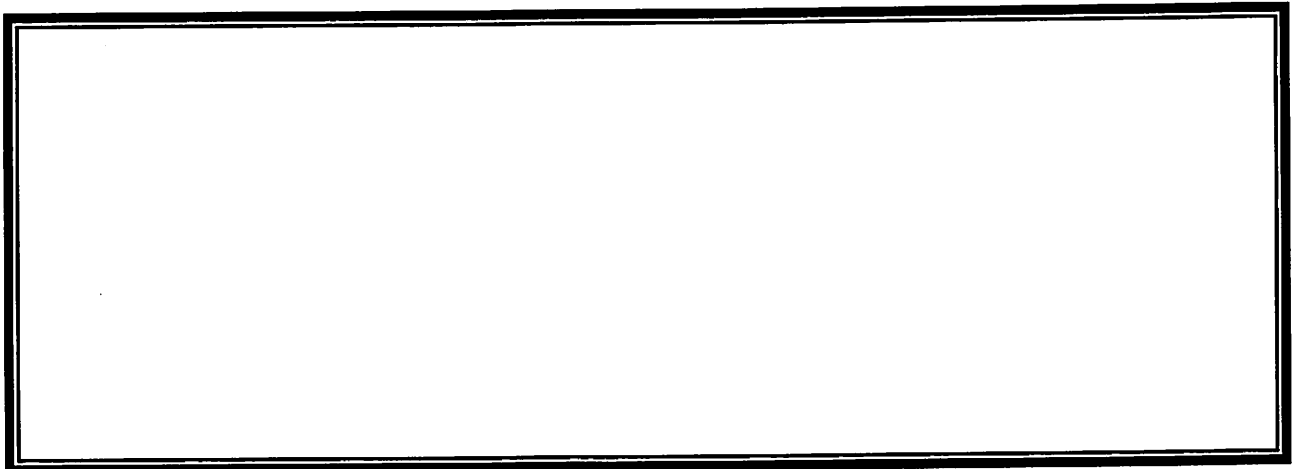
09/29/16

Authorized Signature on Account

Printed Name

Date

Attach Voided Check or Savings Deposit Slip Here



Index No.

SUPREME COURT OF THE STATE OF
NEW YORK : COUNTY OF NASSAU

-----X

MERIDA EXP, LLC,

Plaintiff,

-against-

MARK D. GUIDUBALDI & ASSOCIATES, LLC
d/b/a PROTECTION LEGAL GROUP,

Defendant.

-----X

SUMMONS AND VERIFIED COMPLAINT

-----X

Amos Weinberg
Attorney for Plaintiff
Office and P.O. Address
49 Somerset Dr. S.
Great Neck, N.Y. 11020
(516) 829-3900 email: aw@awLaw.US