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11 *Attorneys for Plaintiffs and the Class*

12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

14 HAIDEE ESTRELLA, an individual,
 15 and ANGELICA ARITA, an
 individual, on behalf of themselves and
 16 all others similarly situated, and on
 behalf of the general public,

17 Plaintiffs,

18 v.

19 FREEDOM FINANCIAL NETWORK,
 20 LLC, a Delaware limited liability
 company; FREEDOM DEBT RELIEF,
 21 INC., a California corporation;
 FREEDOM DEBT RELIEF, LLC, a
 22 Delaware limited liability company;
 GLOBAL CLIENT SOLUTIONS,
 23 LLC; ROCKY MOUNTAIN BANK
 AND TRUST; ANDREW HOUSSER;
 24 and BRADFORD STROH and DOES 1
 through 100,

25 Defendants.

Case No.: 09-03156 SI

**[PROPOSED] ORDER REGARDING THE
 FORM OF CLASS NOTICE AND NOTICE
 PLAN**

Judge Susan Illston

1 **ORDER**

2 Having reviewed and considered the stipulation of the parties, and having considered the
3 adequacy of the agreed upon form of class notice, and having evaluated the parties' notice plan,
4 the Court finds that the proposed class notice and notice plan comply with Rule 23 of the Federal
5 Rules of Civil Procedure, and otherwise satisfy class action notice requirements.

6 Accordingly, IT IS HEREBY ORDERED THAT:

- 7 (1) The agreed upon forms of class notice attached hereto as Exhibits A and B are
8 approved ("Approved Notice").
- 9 (2) Plaintiffs shall keep all Class Member data and mailing list information
10 confidential pursuant to the parties' Confidentiality Agreement and Stipulated
11 Protective Order herein.
- 12 (3) Within 15 days from the date of this Order, Plaintiffs shall disseminate by first
13 class mail the Post Card Version of the notice attached hereto as Exhibit A.
14 Plaintiffs shall also maintain a website that posts the Long Form Notice attached
15 hereto as Exhibit B and will generally make the Long Form Notice available to all
16 Class Members who request a copy of such notice.
- 17 (4) Class members will be given 30 days from the date of mailing the Notice to opt
18 out of the class.

19
20 **GOOD CAUSE APPEARING, IT IS SO ORDERED.**

21
22 Dated: 11/01/10

23 THE HONORABLE SUSAN ILLSTON



EXHIBIT A

To: All Consumers Nationwide, Except Residents of the State of Washington, Who Paid Freedom Financial Network, LLC, Freedom Debt Relief, Inc., and Freedom Debt Relief, LLC (collectively, "FDR") For Debt Reduction Services From December 28, 2004 Through June 2, 2010, Special Purpose Account With Rocky Mountain Bank And Trust and Global Client Solutions, and Who Did Not Receive a Full Refund of Fees From FDR.

There is a class action lawsuit currently pending in the Federal District Court, Northern District of California, against Freedom Financial Network, LLC, Freedom Debt Relief, Inc., and Freedom Debt Relief, LLC (collectively, "FDR") and others listed on the back of this postcard (collectively, "defendants"). The lawsuit generally alleges that the defendants violated various provisions of the California Financial Code, by charging fees in excess of those permitted by law, imposing early termination penalties, and failing to obtain a license from the State of California. Additionally, the plaintiffs allege that the defendants violated the Credit Repair Organizations Act as well as California's Unfair Competition Law which prohibits false and misleading advertising. The plaintiffs seek a refund of all fees paid to FDR by consumers throughout the United States during the class period (December 28, 2004 through June 2, 2010). Defendants deny all alleged wrongdoing.

Who Is Included In The Class? You are a member of the class if you paid FDR for debt reduction services at any time from December 28, 2004 through June 2, 2010. You are not a member of the class if, for any reason, you received a full refund of all fees you paid to FDR. Washington State residents are also not included in the class.

What Can You Get? If the plaintiffs obtain money as the result of the trial or a settlement, as part of the Class you will have the right to share in that recovery.

Do I Have To Do Anything? No. The lawsuit will continue to be prosecuted on your behalf, and you will be notified regarding any settlement, dismissal, trial result, and of all judgments that affect your interests as a Class Member. However, if you choose not to participate in this case as a class member, you may "opt-out" of the Class. The Court will exclude from the Class any person who timely requests that they be excluded. If you decide to opt-out of the Class, you will not be bound by the results of this lawsuit, whether favorable or unfavorable, nor will you share in any recovery if plaintiffs obtain money as the result of the trial or a settlement. By opting out you will retain any claims against the defendants, subject to limitations periods and other defenses that may apply. The last day to opt-out of the Class is

Defendants: Freedom Financial
Network, LLC; Freedom Debt
Relief, Inc.; Freedom Debt Relief,
LLC; Global Client Solutions, LLC;
Rocky Mountain Bank And Trust;
Andrew Houser; And Bradford
Stroh

Court-Ordered Legal Notice

FREEDOM DEBT RELIEF CLASS ACTION
P.O. Box
Sacramento

IMPORTANT NOTICE

EXHIBIT B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

HAIDEE ESTRELLA, an individual,
and ANGELICA ARITA, an individual, on
behalf of themselves and all others similarly
situated, and on behalf of the general public,

Plaintiffs,

v.

FREEDOM FINANCIAL NETWORK,
LLC, a Delaware limited liability company;
FREEDOM DEBT RELIEF, INC., a
California corporation; FREEDOM DEBT
RELIEF, LLC, a Delaware limited liability
company; GLOBAL CLIENT
SOLUTIONS, LLC; ROCKY MOUNTAIN
BANK AND TRUST; ANDREW
HOUSSEY; and BRADFORD STROH and
DOES 1 through 100,

Defendants.

Case No.: 09-03156 SI

**NOTICE OF PENDENCY OF
CLASS ACTION**

Judge Susan Illston

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

TO: All consumers nationwide, except residents of the State of Washington, who paid Freedom Financial Network, LLC, Freedom Debt Relief, Inc., and Freedom Debt Relief, LLC (collectively, "FDR") for debt reduction services from December 28, 2004 through June 2, 2010, Special Purpose Account with Rocky Mountain Bank And Trust and Global Client Solutions, and who did not receive a full refund of fees from FDR.

Please take notice that a class action lawsuit is currently pending against FDR; Global Client Solutions, LLC; Rocky Mountain Bank and Trust; Andrew Houssey; and Bradford Stroh (collectively "defendants") in the United States District Court, Northern District of California ("Court"). In this case, the plaintiffs claim that defendants violated various provisions of the California Financial Code, the Credit Repair Organizations Act, and other laws prohibiting unfair business practices. Defendants deny these allegations.

The Court has not decided whether defendants did anything wrong and, by establishing a Class and issuing this notice, the Court is not suggesting that plaintiffs' claims have merit. Plaintiffs must prove their claims against defendants at trial. There is no money available now and no guarantee there will be any recovery. However, you may be a member of the Class, and your legal rights may be affected by this case.

This notice describes the class action, your rights as a Class Member, and what you must do to protect those rights.

The Court authorized this notice. It is not a solicitation from a lawyer.

This notice is not about a lawsuit against you. You are not being sued.

IF YOU INTEND TO PARTICIPATE IN THIS ACTION YOU NEED NOT DO ANYTHING AT THIS TIME.

IF YOU DO NOT WANT TO PARTICIPATE IN THIS ACTION, YOU MUST SEND A LETTER STATING THAT YOU WANT TO BE EXCLUDED. IF YOU DO NOT SEND SUCH A LETTER YOU WILL BE BOUND BY ANY DECISIONS IN THIS CASE WHETHER FAVORABLE OR UNFAVORABLE.

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PART 1: BASIC INFORMATION ABOUT CLASS ACTION LAWSUITS

1. What is a class action lawsuit? Class actions are lawsuits in which the legal claims and rights of similarly situated groups of people are decided in a single court proceeding.
2. What is the benefit of having a class action lawsuit? Class actions allow the legal claims of numerous class members to be resolved in a single case. This avoids the need for a large number of people to file similar individual lawsuits.
3. Who represents the interests of the class? The court appoints “class representatives” and “class counsel” to pursue the legal claims on behalf of the class. Ultimately, however, the court is there to protect the interests of the class and to make sure that the representation by class counsel is fair and adequate.

PART 2: BASIC INFORMATION ABOUT THIS CASE

A. Case Description:

4. Who is the judge in this case? The judge assigned to handle this case is the Honorable Susan Illston, Judge of the United States District Court for the Northern District of California.
5. What is this case about? Plaintiffs allege, both individually, and on behalf of the Class, that defendants violated various provisions of the California Financial Code. Specifically, the plaintiffs allege that defendants violated the State of California's Prorater Law by charging fees in excess of those permitted by law, imposing early termination penalties, and failing to obtain a license from the State of California. Additionally, the plaintiffs allege that the defendants violated the Credit Repair Organizations Act as well as California's Unfair Competition Law which prohibits false and misleading advertising. The plaintiffs are seeking a refund of all fees paid to FDR by consumers throughout the United States. Defendants deny that they are "proraters" and deny that they charged excessive fees or imposed termination penalties on consumers. Defendants also deny that they are a Credit Repair Organization or provide services that otherwise violate the Credit Repair Organizations Act and believe they are in full compliance with the provisions of California's consumer protection laws.
6. What legal claims are part of this lawsuit? The Court certified the following legal claims to be included in this class action:
 - Whether the defendants operate as proraters and are required to be licensed by the State of California;
 - If defendants are proraters, whether defendants charge excessive fees and penalties under the California Financial Code;
 - Whether the defendants violated the Credit Repair Organizations Act; and
 - Whether the defendants' business practices are unfair, fraudulent, or illegal.
7. What time period is covered by this case? The class period defined by the Court is December 28, 2004 through June 2, 2010.
8. How do defendants answer plaintiffs' allegations? Defendants believe the allegations are without merit, deny all alleged wrongdoing, and intend to defend against this case on that basis. Specifically, defendants contend that they are not engaged in prorating and are therefore not required to be licensed under California's prorater law, do not act as a Credit Repair Organization or violate the provisions of that law, and that their business practices were not unfair, fraudulent, or illegal under California's consumer protection laws.

B. Class Definition:

9. How do I know if I am a Class Member? You are a class member if you paid FDR for debt reduction services at any time from December 28, 2004 through June 2, 2010 and did not received a full refund. Washington State residents are not included in the class.
10. How did you get my name and address? Class Counsel obtained your name and address from FDR's records.

C. Representative Plaintiffs:

11. What are "representative" plaintiffs? Representative plaintiffs are the named plaintiffs who bring suit on behalf of all the members of a similarly situated group, without the necessity of each individual Class Member filing his or her own lawsuit.
12. Who are the representative plaintiffs in this case? There are two representative plaintiffs in this case, Haidee Estrella and Angelica Arita. Both Ms. Estrella and Ms. Arita paid fees to FDR to perform debt reduction services. Both have agreed to represent the interests of the Class to the best of their ability, and have been approved by the Court to serve as the representatives of the Class.

D. Class Counsel:

13. Who are the lawyers approved by the Court as Class Counsel?

David Markham
Clark & Markham LLP, 600 "B" Street, Suite 2130, San Diego, California 92101
(619) 239-1321 (www.clarkmarkham.com)

Barron E. Ramos
Law Offices of Barron E. Ramos, 132 N. El Camino Real, #303, Encinitas,
California 92024, (858) 461-0500

Stuart C. Talley
Kershaw, Cutter & Ratinoff, 401 Watt Avenue, Sacramento, California 95864
(916) 448-9800 (www.kcrlegal.com)

14. Will I have to pay any part of their legal fees and costs? At no time will you be obligated to pay any litigation expenses or costs of class counsel.
15. How do Class Counsel get paid? At the conclusion of the litigation, class counsel may request fees and litigation costs to be paid out of the recovery, if any, obtained for the Class. Alternatively, class counsels' fees could be paid separately by the defendants if plaintiffs' suit is successful. Class counsel will not be paid unless they obtain a monetary award and/or other benefit for the Class. Any legal fees paid to class counsel must be reviewed, approved and awarded by the Court.

PART 3: YOUR OPTIONS AS A CLASS MEMBER

16. Do I have to do anything to be a Class Member? No. The lawsuit will continue to be prosecuted on your behalf, and you will be notified with regard to any settlement, trial result, or judgment that affects your interests as a Class Member.
17. What does it mean to stay in the class? If you remain in the Class, you will be bound by the results of this lawsuit as to the issues identified in this Notice, whether the results are favorable or unfavorable.
18. Will Class Members receive a monetary award? If you remain in the Class, you will have the right to share in any monetary recovery, if any, obtained for the Class.
19. Will I have to actively participate in the case to receive an award? Generally, no. However, it is possible that a limited number of Class Members may be interviewed, deposed, or may testify at trial. Class Members may also be asked to complete and mail a "proof of claim" form when the case is concluded.
20. What if I don't want to be a Class Member? You have a choice of staying in the Class or deciding to "opt-out" of the Class. The Court will exclude from the Class any person who requests to be excluded. If you decide to opt-out of the Class, you will not be bound by the results of this lawsuit, whether favorable or unfavorable, nor will you share in any recovery obtained for the Class. By opting out you will retain any claims you may have against the defendant that are the subject to these proceedings, subject to limitations periods and other defenses that may apply.
21. How do I "opt-out" of the class? You must send a letter with your name, present address and a simple statement that you wish to be excluded from this lawsuit. Opt-out letters should be sent by first class mail to Kershaw, Cutter & Ratinoff, LLP, 401 Watt Avenue, Sacramento, California 95864, by _____.
22. What is the last day to "opt-out" of the class? The last day to opt-out of the Class is _____, [30 days from date of the mailing of this notice]. If your letter is not postmarked on or before that date, you will be included in the Class. Opt-out letters postmarked after _____ will not be effective.
23. Can I appear in this case or file my own lawsuit? Yes, you can do either. If you choose, you may have your own attorney represent you in this case by filing an appearance on your behalf, or you may choose to opt-out and file your own separate lawsuit. If you decide to bring an individual lawsuit, you should do so promptly to reduce the risk that certain defenses will bar that suit.

PART 4: WHAT HAPPENS NEXT?

24. When will the case be over? It is difficult to know how long it will take for this case to conclude. There is, of course, a possibility that the case will settle before trial or that the case will be resolved by pretrial motion. Otherwise, Class Counsel will have to prove plaintiffs' claims at trial. The trial is currently set to start October 11, 2011.

During the trial, evidence will be presented to help a Jury or the Judge decide whether plaintiffs or defendants are right about the claims alleged in this lawsuit. There is no guarantee that plaintiffs will win, or that they will recover any money for the Class.

25. Will I be notified if something important happens? Yes. You will receive notice from Class Counsel of any decertification of the Class, significant changes to the Class, settlement, dismissal, compromise, or final judgment if it affects you as a Class Member. You may also receive notice of other significant case developments, including the outcome of certain pre-trial motions.

PART 5: GETTING MORE INFORMATION?

26. Are there more details about the case? The complete record of all the non-confidential pleadings and papers filed in this case are available for your inspection during regular business hours at the United States District Court, Northern District of California located at 450 Golden Gate Avenue, San Francisco, California 94102.
Please do not write or call the Court or the Clerk of the Court for information.
27. Who should I contact for more information? If you have any questions you should contact Class Counsel identified in Paragraph 15 above.

Dated: _____

The Honorable Susan Illston
JUDGE OF THE U.S. DISTRICT COURT