

UNITED STATES BANKRUPTCY COURT FOR THE
MIDDLE DISTRICT OF ALABAMA

In re: :
ALLEGRO LAW, LLC : Case No. 10-30631 (WRS)
the Debtor. : Chapter 7

_____ :
KATHLEEN A. AUDET, ANITA :
ARCHER, ROBERT AGULAR, :
VINCENT ANASAGASTI, RON :
AZZARELLA, RAKIYA ANDERSON, :
and LADISHA LEE, individually and :
on behalf of all those similarly situated, :
Plaintiffs, : Adv. Pro. No. _____
vs. :
ALLEGRO LAW, LLC, AMERICORP :
INC. :
Defendants. :

**CLASS ACTION ADVERSARY PROCEEDING AGAINST
ALLEGRO LAW, LLC, AND AMERICORP**

The Plaintiffs individually and on behalf of all persons similarly situated bring this complaint against defendants Allegro Law, L.L.C. and AmeriCorp, Inc. (collectively, “Defendants”). Plaintiffs allege as follows:

BACKGROUND

1. Keith Anderson Nelms (“Nelms”), an attorney, began operating an illicit debt settlement

scheme under the name Allegro Law, LLC (“Allegro”) with Americorp Inc. (“AmeriCorp”) in April 2008. In an order permanently shutting down Allegro’s operation. **The Court further found that “unsuspecting consumers” had “paid millions to Defendants [Nelms and Allegro] for payment of credit card debt,”and that Nelms and Allegro “are illicitly diverting some of this money to themselves and their families and other businesses. Continued irreparable harm will result to consumers without the requested relief because Defendants [Nelms and Allegro] have already transferred funds to individuals [and others] who are not creditors [e.g., AmeriCorp] of consumers.”** See State of Alabama, et al. v. Allegro Law, LLC, et al., No. CV-09-125-F, at pp. 19-20 (Cir. Ct. Autauga County, Ala. Feb. 11, 2010).

(Emphasis added). As a result of the Allegro-AmeriCorp scheme, Nelms was suspended from the practice of law on July 9, 2009. See *In the Matter of Keith Anderson Nelms*, ASM Nos. 08-247 and 09-4981, and CSP 09-1684 (Ala. Jul. 9, 2009).

2. Nelms did not start this illicit scheme from scratch by himself. He had assistance and joint venturers. It was too systematic, massive and well orchestrated. It was the continuation of a deceptive and fraudulent scheme originally “hatched” by Defendants AmeriCorp and Hess- Kennedy Chartered, LLC, its principals and affiliates (collectively, “Hess-Kennedy”).
3. The Defendants’ (Allegro and AmeriCorp) scheme is thus a continuation of the joint scheme operated by AmeriCorp and Hess- Kennedy. After Florida and other states, however, filed suits against Hess-Kennedy, effectively shutting it down, the AmeriCorp-Hess-Kennedy scheme suddenly “re-surfaced” as the AmeriCorp-Allegro scheme. The Defendants’ illicit scheme was virtually identical, if not identical, to the scheme jointly operated by AmeriCorp and Hess-Kennedy, even down to the same form letters that were used on unsuspecting clients.
4. Defendants joint continuation of the AmeriCorp-Hess-Kennedy scheme operated in the form of a joint venture enterprise, a partnership and/or a principal-agent relationship,

where AmeriCorp was the principal and Allegro was the agent. AmeriCorp and Allegro were alter egos of each other in this collective enterprise.

5. AmeriCorp thus began furthering its “Hess-Kennedy” scheme in early 2008 with the demise of its partner, and joint venturer, Hess-Kennedy. AmeriCorp orchestrated and furthered this wrongdoing, inserting Allegro for Hess-Kennedy and as the new “front” or agent for its illicit activities. Allegro was thus the new vehicle or “pawn” that AmeriCorp used to continue enriching itself based on its “Hess-Kennedy” model.
6. Defendants joint perpetuation of, and participation in, the unlawful “Hess-Kennedy” scheme, as co-conspirators on unsuspecting “customers”, is particularly egregious, given that it came after the various states had successfully sued Hess-Kennedy to stop its wrongful conduct.
7. The lawsuit filed by the Florida Attorney General under Florida’s Deceptive and Unfair Trade Practices Act resulted in the appointment of a receiver (the “Florida Receiver”), who took over Hess-Kennedy’s operations on or about July 18, 2008. *See* Office of the Attorney General v. Laura L. Hess, Esq., et al., No. 08-007686-08 (Cir. Ct. Broward County, Fla. July 18, 2008). Two attorneys with Hess-Kennedy were suspended from the practice of law. AmeriCorp, as well as Allegro, perpetrated this wrongful scheme with knowledge that it was wrong.
8. AmeriCorp and Allegro thus jointly took over the unlawful “Hess-Kennedy” scheme after adverse legal actions caused the demise of Hess-Kennedy.
9. As part of this conspiracy, Defendants uniformly instructed all clients to cease contact with their creditors and to deal only with Defendants concerning their debts to creditors. Defendants also warned creditors not to have any direct contact with Defendants’ clients. These instructions had the effect of concealing Defendants unlawful and deceptive conduct.
10. Defendants’ operations, including its form letters were substantively identical to that of Hess-Kennedy. For example one letter, e.g., to their clients’ creditors stated that Allegro’s

“counselor” (i.e. AmeriCorp) will be reviewing the consumer’s account as part of a “financial evaluation.” The form letters were sent by or at the direction of Defendants as an integral part of the scheme to defraud. This scheme began in April 2008 and ended approximately in March 2009.

11. Defendant Allegro had a New York address which was very close to the offices of AmeriCorp, as well as Alabama offices. The scheme was operated from Defendants’ New York and Alabama offices.

FACTUAL ALLEGATIONS

I. The Unlawful Hess-Kennedy Schemes

12. Defendants claimed that they would eliminate or substantially reduce their clients’ debt obligations to creditors without any further material payment to the creditors for a fee.
13. Defendants carried out this fraudulent scheme to a new level.
14. The Defendants operated the same as Hess-Kennedy. In successfully moving to have a receiver appointed to take over Hess-Kennedy’s affairs, the Florida Attorney General alleged that pursuant to its “unscrupulous scheme to divert funds” from its clients, Hess-Kennedy “diverted millions of dollars to themselves and a coterie of family and associates who were not creditors of consumers.” *See* Office of the Attorney General v. Laura Hess, Esquire, *et al.*, No. 08-007686-08, at pp. 15-16 (Cir. Ct. Broward County, Fla. Jul. 17, 2008).

II. The AmeriCorp-Hess-Kennedy-Allegro Scheme

15. Hess-Kennedy-under the guise of providing “legal services,” or “debt elimination services” for which its clients were charged substantial fees initiated “disputes” against

creditors. Defendants (like Hess-Kennedy) instructed their clients not to make payments to their creditors. However, as the Florida Attorney General stated in its action against Hess-Kennedy, Hess-Kennedy, Allegro and AmeriCorp failed to inform their clients that their legal strategy of issuing dispute letters to creditors may not be effective to toll or relieve the clients' liability for payments to creditors. Hess-Kennedy-Allegro-AmeriCorp also promised clients that it would make settlement arrangements with their creditors and that payments would commence immediately.

16. Allegro and Hess-Kennedy failed to inform their clients that money (down payments and monthly payments) sent to them by clients would be used to pay Allegro's and Hess-Kennedy's substantial fees first and that only after legal fees were paid in full does the clients' money go towards settlement of the debt owed to creditors. These fees took the form of down payments and thereafter monthly payments for at least a year, all the while not paying creditors any of the monies received from the clients. Allegro and AmeriCorp kept the money for themselves. They did not, on information and belief, put it in a trust account.
17. Hess-Kennedy-Allegro-AmeriCorp fabricate directed legally insufficient form letters to their clients' creditors. The letters warned creditors against dealing with Defendants' clients and ordered the creditors to deal only with Hess-Kennedy or Defendants. Clients thus ceased making monthly payments to their creditors at Hess-Kennedy's direction and instead made payments to Hess-Kennedy. The Florida action essentially determined that Hess-Kennedy defrauded its clients by, *among other things*, failing to advise them that the "billing error" letters were legally insufficient to toll or relieve the clients' liability for payments to creditors. Allegro and AmeriCorp perpetuated this same scheme.
18. Hess-Kennedy and Allegro, both with the joint efforts and participation of AmeriCorp, under the guise of providing help, took fees from unwitting clients for debt-relief services. Under the pretense of legitimately helping clients, Hess-Kennedy, Allegro and AmeriCorp failed to provide legitimate debt relief services to clients.

III. THE CONTINUATION OF THE UNLAWFUL HESS-KENNEDY SCHEMES BY AMERICORP AND ALLEGRO

19. AmeriCorp and Allegro acted in concert as joint venturers with and as successors to Hess-Kennedy. AmeriCorp, and Allegro aided and abetted Hess-Kennedy's attempt to evade the Florida Receivership and the various other legal actions and injunctions which were filed and entered against it. AmeriCorp and Allegro adopted the same tactics employed by Hess-Kennedy in its unlawful scheme – despite their knowledge that Hess-Kennedy's actions were wrongful.
20. AmeriCorps' and Allegro's jointly continued Hess-Kennedy's unlawful scheme.
21. For example, the contact numbers for Allegro that appeared on the letters it sent to Chase – (631) 940-2411 and (866) 384-3330 – are the same contact numbers that appear on the virtually identical letters sent to Chase by Hess Kennedy Chartered, CCLF and CPLC. In fact, the link between AmeriCorp-Hess-Kennedy and Allegro is so strong that AmeriCorp, Allegro and the Hess-Kennedy entities all operated “under the same umbrella.” and shared phone numbers.
22. Allegro is an AmeriCorp “vehicle” to perpetuate the Hess-Kennedy's schemes.
23. The Florida Receiver determined that Hess-Kennedy worked with and inside Defendant AmeriCorp, which is located at 311 Crossways Park Drive, Woodbury, New York. The Florida Receiver found that:

In Woodbury, AmeriCorp provides debt management and debt settlement services to those clients/customers referred by Hess-Kennedy and the Campos Chartered Law Firm. While Jeffrey S. Campos is not a member of the New York Bar, he told us that the Campos firm name and letterhead is used to provide these services in Woodbury ... While he said he does not practice law in New York, Mr. Campos stated that he participates in management decisions and the operations of AmeriCorp. Mr. Cherry stated that his business also works through AmeriCorp. AmeriCorp ... has access to Hess-Kennedy operating and trust accounts.

See Office of the Attorney General v. Laura Hess, Esquire, *et al.*, No. 08-007686-08, at p. 15 (Cir.

Ct. Broward County, Fla. Jul. 29, 2008) (Florida Receiver’s Initial Report)(Emphasis added.). On information and belief, Allegro and AmeriCorp were “joined at the hip” in a deceptive and fraudulent joint-venture scheme that was virtually identical, or identical, to the models operated by the Hess-Kennedy and AmeriCorp. AmeriCorp is the constant in this joint enterprise or scheme.

24. On its website, <http://www.americorp.us>, AmeriCorp stated that they are “debt and credit negotiation specialist” that will “negotiate with creditors, process payments, answer client phone calls,... **the whole thing.**” See AmeriCorp, Inc.

http://www.americorp.us/flash_content/index.html. (Emphasis added.) Just as AmeriCorp did for Hess-Kennedy, AmeriCorp then did “the whole thing” for Allegro in an illicit joint venture or enterprise, including customer intake, communications with the client, and the generation of correspondence to creditors. The phone number for Allegro on its “bogus” letters – (631) 940-2411 – is a phone number associated with AmeriCorp, whose website lists a very similar phone number of (631) 940-2400. See http://www.americorp.us/flash_content/letstalk.html (June 1, 2010). On September 17, 2008, when asked what the connection was between AmeriCorp and Allegro, a customer service representative who answered a call to Allegro’s number – (631) 940-2411 – responded, “They are under the same umbrella.”

25. AmeriCorp, through its principal, Timothy McCallan (“McCallan”), has a history with illicit debt-relief schemes. McCallan, before forming AmeriCorp and joint-venturing with and “masterminding” its Hess-Kennedy and Allegro “vehicles”, participated in another debt relief scheme that involved two companies owned and/or operated by Andris Pukke – AmeriDebt, Inc. and DebtWorks, Inc. See *Federal Trade Commission v. AmeriDebt, Inc., et al.*, No 03-3317 (D. Md. Nov. 19, 2003). AmeriCorp’s McCallan partnered with Andris Pukke to supply “leads” to AmeriDebt. Just as later occurred with Hess-Kennedy and Allegro, AmeriDebt and DebtWorks were taken over by a receiver due to their wrongful conduct. See *Federal Trade Commission v. AmeriDebt, Inc., et al.*, No 03-3317 (D. Md.

Apr. 20, 2005), (Order granting preliminary injunction and appointing receiver).

AmeriCorp's pattern and practice of wrongful conduct continues with a long list of "vehicles." Allegro is just the latest incarnation.

26. The address listed for Allegro on its correspondence and its website – 223 Wall St., #177, Huntington, New York 11743 – was a post office box at a Mailboxes, Etc. That address and box is located only about six (6) miles from AmeriCorp's offices in Woodbury, New York. Similarly, as with the Hess-Kennedy schemes, AmeriCorp employed mail drops in another nearby town as the New York addresses for Hess-Kennedy.
27. Although it used a New York address, Allegro was not registered or licensed to do business in New York (Nelms was not licensed to practice law there). Furthermore, pursuant to New York law, only a not-for-profit entity or an attorney licensed to practice law in New York may engage in the business of debt settlement or "budget planning." NY Gen. Bus. Law §§ 455-457, 579-581.
28. On June 30, 2009, the Alabama Attorney General and the Alabama Securities Commission filed suit against Nelms/Allegro, claiming that their debt settlement activities violated Alabama's Deceptive Trade Practices Act and Sale of Checks Act. Just as happened with Hess-Kennedy, the court granted a preliminary injunction and appointed a receiver. In issuing its Order granting a permanent injunction and permanent appointment of the Alabama receiver, the Court made the following findings:
 - (a) Nelms/Allegro's "debt settlement program failed to reduce consumers' debt in most cases, negatively affected consumers' credit ratings, and subjected consumers to increased lawsuits and collection activities by creditors."
 - (b) "It was deceptively unclear to Allegro customers that Allegro Law would collect its fees in full before any funds were used to pay its creditors."
 - (c) "Upon signing with Allegro, Allegro customers were directed to stop paying their creditors."
 - (d) "Consumers were deceived by the Allegro Law name, believing they were

hiring a law firm to represent them against their creditors when, in reality, Defendants were acting as a middle man and a source of referrals for AmeriCorp, which is not a law firm.” (Emphasis added.)

(e) The Allegro/AmeriCorp misled clients by “deceptively” using a New York address even through the Allegro/AmeriCorp “was not licensed to practice law in New York and Defendant Allegro was not registered to conduct business” in New York.

(f) Allegro/AmeriCorp, who took “millions” from “unsuspecting consumers” “for payment of credit card debt,” “illicitly divert[ed]” some of that money to himself, his family and other businesses.

29. As a further result of the Allegro/Nelms’s wrongful debt settlement activities, the General Counsel of the Alabama State Bar filed a Petition for Interim Suspension of the Nelms’s license to practice law in Alabama. *See* In the Matter of Keith Anderson Nelms, No. 09-1498 (Disciplinary Commission of the Alabama State Bar April 21, 2009). The Bar action was successful because of the following conduct:

(a) Nelms/Allegro collected fees for debt settlement services prior to performing any services;

(b) Nelms/Allegro split fees with AmeriCorp, a non-lawyer [in a joint-venture arrangement]; and

(c) AmeriCorp had access to and control over the trust accounts of Allegro Law.

Following entry of his conditional guilty plea, Nelms was suspended from the practice of law for three (3) years.

30. In addition, Allegro was ordered to cease and desist doing business in the states of North Carolina and South Carolina and its records were subpoenaed by the New York State Attorney General. *See* Letter from Roy Cooper, Attorney General of the State of North Carolina, to K. Anderson Nelms, Allegro Law, LLC (June 4, 2009); Press Release, South

Carolina Department of Consumer Affairs, Release No. 09-089 (Nov. 6, 2009); Press Release, New York State Attorney General (May 7, 2009).

31. Defendants continued their wrongful conduct despite the fact that government officials in several states had attempted to stop the AmeriCorp-Hess-Kennedy's schemes from injuring more citizens. Defendants thus knew, that their tactics and services, which copied those used by Hess-Kennedy, were part of an illegal scheme.

CLASS ACTION ALLEGATIONS

32. Plaintiffs bring this action on behalf of themselves and as a representative action under Rule 23 of the Federal Rules of Civil Procedure (and Bankruptcy Procedure Rule 7023) on behalf of the following (the "Class"):

All persons who were clients of Allegro (a) for purposes of debt settlement services from April 2008 to March 2009, and (b) whose file or account was assigned to, worked on, or received by Americorp from Allegro. Excluded from the Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government and any persons or entities in bankruptcy.

Plaintiffs reserve the right to redefine amend or supplement the class definition following discovery, including but not limited to filing sub-classes if advisable. Plaintiffs believe that there are thousands of Class members located throughout the United States, the exact number and their identities being known by Defendants are reflected in their records, making the Class so numerous and geographically dispersed that joined order of all members is impracticable.

33. The members of the Class ("Class Members") are so numerous that joinder of all members is impractical. Disposition of the claims in one action will be efficient and preserve

Judicial resources. Both the parties and the judiciary will benefit from one proceeding.

34. Although the precise number and identity of the Class Members can be ascertained from the books and records of the Defendants, Plaintiff alleges, upon information and belief, that the Class has thousands of readily identifiable members.
35. There are questions of law and/or fact common to the Class that predominate over any questions affecting individual Class Members. These questions include, but are not limited to, the following:
 - a. Whether the fees, costs, and expenses charged by Defendants to Plaintiffs and the Class Members were improper as a matter of law and/or fact;
 - b. Whether Defendants have violated their duty to properly account and pay creditors of the Plaintiffs and the Class Members as a result of the acts and omissions described herein;
 - c. Defendants policies and practices relating to the perpetuation of the Hess-Kennedy scheme harmed Plaintiffs and the Class Members;
 - d. Did allegro impermissibly share attorneys fees with AmeriCorp and did AmeriCorp impermissibly accept these fees;
 - e. Did Defendants operate as a Joint Venture;
 - f. Did Defendants operate as a partnership;
 - g. Did Defendants operate as a Principal/Agent relationship;
 - h. Whether Defendants violated deceptive practices acts;
 - l. Whether Allegro and AmeriCorp are co-conspirators;
 - j. Whether a principal-agent relationship existed between AmeriCorp and Allegro;
 - k. Whether a fiduciary relationship existed between Allegro and class members;
 - l. Whether a fiduciary relationship existed between AmeriCorp and class members;

- m. Whether a constructive trust can be imposed on the funds Allegro received from class members;
- n. Whether a constructive trust can be imposed on funds received by AmeriCorp either directly or indirectly from class members;
- o. Whether a fiduciary relationship existed between Allegro and AmeriCorp ;
- p. Whether the acts or omissions of Allegro should be attributed to AmeriCorp;
- q. Whether the acts or omissions of AmeriCorp should be attributed to Allegro;
- r. Whether AmeriCorp and its officers and principals were the “mastermind” behind this unlawful scheme;
- s. Whether AmeriCorp is the guilty party that illicitly profited the most from this scheme and ended up with most of the class members money;
- t. Whether a joint venture existed between AmeriCorp and Allegro;
- u. Whether class members were third-party beneficiaries of the agreement between Allegro and AmeriCorp;
- v. Whether AmeriCorp has assets that rightfully belong to class members;
- w. Whether the class members credit rating should be negatively affected because of the wrongful actions of Allegro and/or AmeriCorp;
- x. Whether AmeriCorp has assets to make class members whole;
- y. Whether AmeriCorp and/or Allegro violated New York’s and/or Alabama Deceptive Trade Practices statutes respectively;
- z. Whether AmeriCorp was practicing law without a license;
- aa. Whether Allegro was impermissible and wrongfully sharing attorney fees with AmeriCorp;
- ab. Whether Allegro and/or AmeriCorp suppressed material facts to class members;

- ac. Whether AmeriCorp managed and instructed Allegro what to do;
- ad. Whether Allegro delegated non-delegable duties to AmeriCorp and knowingly AmeriCorp accepted those duties;
- ae. Whether AmeriCorp and/or Allegro engaged in willful, wanton, reckless or intentional conduct that damaged class members;
- af. Whether AmeriCorp engaged in continued reprehensible and wrongful conduct after Allegro was shut down;
- ag. Whether Allegro and/or AmeriCorp wrongfully converted funds that belonged to class members;
- ah. Whether punitive damages should be accessed against AmeriCorp and/or Allegro;
- ai. Whether Defendants and their co-conspirators engaged in a conspiracy;
- aj. The identity of the conspiracy's participants;
- ak. The duration of the conspiracy alleged in this Complaint and the acts carried out by Defendants and their co-conspirators in furtherance of the conspiracy;
- al. Whether the conduct of Defendants and their co-conspirators, as alleged in this Complaint, caused damages to the Plaintiffs and the other Class members;
- am. The effect of the conspiracy; and
- an. The appropriate Class-wide measure of damages by formula or otherwise.

36. The common pattern of conduct by Defendants (along with the common theories for redressing this misconduct) support the maintenance of this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

37. Plaintiffs are committed to prosecuting this action and have retained experienced and competent counsel. Plaintiff's counsel are experienced in class actions, including actions

involving breach of contract and unjust enrichment. Neither Plaintiffs nor Plaintiffs' counsel have any interests that might cause them not to vigorously pursue this action.

38. A well-defined community of interest and common questions of law and fact affect the parties represented and to be represented by this class action.
39. The claims of Plaintiffs are typical of the claims of the Class, and Plaintiffs have the same common interest as the other members of the Class.
40. Plaintiffs are an adequate representatives of the Class and will fairly and adequately protect the interests of the Class.
41. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Absent a class action, many members of the Class will find that the litigation costs relative to the size of their individual claim are so too prohibitive that they would effectively be prevented from pursuing any action against Defendants for their wrongful conduct. Because of the relative size of the individual Class Members' claims, many could not afford to seek legal redress or the relief requested for the wrongs set forth herein. Absent a class action, Defendants, particularly AmeriCorp, would probably continue the improper and wrongful conduct described herein, the Class Members would continue to further damages as a result of Defendants' wrongful conduct, and Defendants', particularly AmeriCorp's, violations of the law would continue with the Allegro vehicle" as well as other "vehicles" down the road.

RESERVATION OF RIGHTS

42. Plaintiffs hereby reserve and preserve its rights to introduce further evidence revealed during discovery or otherwise during the course of this litigation and reserve the right to amend this complaint including the class definition, following discovery.

PARTIES

I. PLAINTIFFS

43. During the Class Period, Plaintiffs entered into a contract with Defendant Allegro in this District. As a result of the joint wrongful conduct of the Defendants and the conspiracy alleged, Plaintiffs were injured and suffered damages in this District.
44. Plaintiff Kathleen A. Audet, 281 Seymore Street, Auburn, NY 13021, is a citizen of the State of New York
45. Plaintiff Anita Archer, 251 Osbourne Street, Apt. 2-G, Brooklyn, NY 11212, is a citizen of the State of New York.
46. Plaintiff Vicent Anasagasti, 1010 Sound View Avenue, Bronx, NY 10472, is a citizen of the state of New York.
47. Plaintiff Ron Azzarella, 633 Cradle Avenue, Angola, NY 14006, is a citizen of the state of New York.
48. Plaintiff Robert Aguilar, 265 Arcadia Place, Cibolo, TX 78108, is a citizen of the state of Texas.
49. Plaintiff Takiya Anderson, 225 Silverthorne Trail, Douglasville, GA 30134, is a citizen of the state of Georgia.
50. Plaintiff Ladisha Lee, 1002 Pendleton Lane, Strasburg, VA 22659, is a citizen of the state of Virginia.

II. DEFENDANTS

51. Allegro was a law firm with offices in Alabama and New York. Nelms was the registered agent and sole identified member of Allegro. As registered agent for Allegro in Alabama, Nelms listed an address of 3144 Fitzgerald Road, Montgomery, Alabama 36106, the same address that appears on the Nelms's Debtor's bankruptcy petition. Allegro also had an office at 223 Wall St. #177, Huntington, NY 11743.
52. Defendant AmeriCorp is a company incorporated and domiciled in New York, with is

principal place of business located at 311 Crossways Park Drive, Woodbury, New York.

JURISDICTION AND VENUE

[Jurisdiction exists pursuant to 28 U.S.C. 1334.]

53. Plaintiffs bring this action under Rule 23 of the Federal Rules of Civil Procedure to recover damages and costs of suit, including reasonable attorneys' fees, against Defendants for the injuries that Plaintiffs and the other Class members have suffered from Defendants' wrongful conduct.
54. This Court has jurisdiction to hear this matter pursuant to 28 U.S.C. §§ 157 and 1334.
55. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (I) and (O).
56. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409(a).
57. This is an adversary proceeding to determine the non-dischargeability of debt pursuant to 11 U.S.C. §§ 523(a)(2), (a)(6) and © of the Bankruptcy Code and Federal Bankruptcy Rule of Procedure 4007©.
58. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332(d) because the aggregate amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs, and because one or more members of the Class are citizens of a state different from Defendants.
59. This Court has personal jurisdiction over each Defendant because each Defendant: transacted business throughout the United States, including in this District; Defendants and Plaintiffs and Class Members; had substantial contacts in this District; or Defendants engaged jointly in illegal schemes and a conspiracy that was directed at and had the intended effect of causing injury to persons residing in, located in, or doing business throughout the United States, including in this District.

ALLEGATIONS

CIVIL CONSPIRACY

60. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth here.
61. Defendants knowingly, willfully, or tacitly conspired and agreed among themselves to engage in one or more unlawful schemes designed and intended to damage Plaintiffs.
62. As a proximate result of this wrongful civil conspiracy by Defendants, Plaintiffs have suffered, and will continue to suffer, millions of dollars in damages.
63. The actions of Defendants were deceptive, willful, fraudulent, malicious, wanton, reckless and/or oppressive and were undertaken with the intent to injure Plaintiffs and reap ill-gotten monies thereby. Accordingly, Defendants are liable to Plaintiffs and the Class for compensatory, punitive and exemplary damages.
64. Plaintiffs and the Class have been required to retain the services of attorneys to prosecute this action and thus are entitled to an award of reasonable attorney's fees and costs incurred herein.
65. Plaintiffs are further entitled to declaratory and injunctive relief to prevent Defendants from continuing their wrongful conduct.

EFFECTS OF THE CONSPIRACY

66. As a result of the Defendants' unlawful conduct, Plaintiffs and the other Class members have suffered damages, among other things, because they have paid more interest for credit; they have incurred late fees and excess charges, they have paid money to Defendants that was supposed to go to creditors, which didn't, and they have suffered decreased credit scores or rankings.

BREACH OF FIDUCIARY DUTY

67. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth here.
68. Plaintiffs retained the services of Nelms/Allegro, who, for all relevant periods, was a licensed attorney/law firm in the State of Alabama. The Nelms/Allegro represented themselves as an attorney/ law firm and were therefore a fiduciary. Defendants were entrusted with funds that were supposed to be paid to creditors of Plaintiffs and the class.
69. Nelms/Allegro, while acting in a fiduciary capacity and in concert with AmeriCorp, committed actual fraud and suppressed material facts injuring Plaintiffs.
70. AmeriCorp knowingly, intentionally and improperly, without privilege or justification, interfered with and disrupted the contractual relationships between Allegro and its clients by instructing the clients to stop making payments to their creditors on their account balances and by keeping and convincing clients' funds for their own purposes. Such that no payments were made to Creditors until after all fees were paid to Defendants. By stopping payment on their account balances, Plaintiffs allegedly breached their creditors agreements as a result of, and pursuant to, Defendants' unlawful actions. The Defendants cannot justify their conduct as being in the best interests of their clients when this conduct violated the laws of most states, including Alabama and New York. AmeriCorp further interfered with Allegro's right to receive payments from its clients, as the Defendants took funds from Allegro and its clients, which should have been used to pay to the clients' creditors. Upon information and belief, the Defendants suppressed the fact that Defendants were using or convincing funds that Plaintiffs sent to Allegro, and Defendants would not be making payments to their creditors on behalf of Plaintiffs until all fees had been paid "up front." This occurred even though the Defendants did not intend to make any such payments to creditors until the Plaintiff's fees to Defendants had largely been paid up front, so that few funds would accrue for the payment of the Plaintiffs' debts to creditors for at least a year. Defendants withheld these material facts and deceived Plaintiffs.
71. Defendants breached their fiduciary duties to Plaintiffs and the Class Members as a result

of the wrongful conduct discussed herein.

72. Plaintiffs and the Class members demand compensatory and punitive damages as a result thereof, as well as attorney fees and costs.

CONVERSION

73. Plaintiffs incorporate the preceding paragraphs as if fully set forth here.
74. Defendants were entrusted with funds which were supposed to be paid to creditors of Plaintiffs and the Class members on hold in trust.
75. Defendants wrongfully converted the funds by diverting the money and wrongfully taking “fees” and jointly sharing or splitting fees in an unlawful arrangement. Defendants’ conversion is a direct and proximate cause of injury to Plaintiffs.
76. Defendants conduct amounts to conversion and theft of property.

WILLFUL WANTON CONDUCT

77. Plaintiffs incorporate the preceding paragraphs as if fully set forth here.
78. Defendants willfully and wantonly injured Plaintiffs. The Defendants knew or were substantially certain that their joint conduct would cause harm to Plaintiffs. The Defendant’s willful, wanton, actions, and suppression of the true facts, were a direct and proximate cause of damages to Plaintiffs.
79. Plaintiff and the class members demand compensation and punitive damages, as well as attorney fees and costs.

ALABAMA DECEPTIVE TRADE PRACTICE ACT

80. Plaintiffs incorporate the preceding paragraphs as if fully set forth here.

81. Allegro was a law firm operating in Alabama and New York that uniformly represented to Plaintiffs and Class Members as a pattern and practice that it could assist them with debts by contacting their creditors and negotiating settlements in amounts substantially below the current level of those debts. Plaintiff and Class Members retained Allegro Law to seek settlements of debts. Allegro was acting in concert with AmeriCorp. Defendants were thus co-conspirators and acts in furtherance of the conspiracy occurred in New York and Alabama. Defendants conduct violated the Alabama Deceptive Trade Practice as described herein.

1. Defendants maintained offices and jointly performed services through its agents and employees in New York and Alabama. Deceptive services were performed in New York and Alabama.
2. Defendants maintained a toll-free numbers as well as other numbers in New York and the Defendants services were transacted and performed in New York. Telephone calls, among other things, took place in New York and Alabama as part of the conspiracy to defraud. The deception of the consumer occurred in both states as part of and in furtherance of the conspiracy.
3. Between April 2008 and sometime in 2009 Plaintiff and the class members paid millions of dollars to Allegro which split or shared the fees with another Defendant AmeriCorp. On information and belief, that money was transferred to accounts in New York and Alabama.
4. The deceptive acts and services were performed jointly in New York and Alabama, such that both states Deceptive Trade Practice or Consumer Protect Statues apply. Telephone calls, among other things, took place in Alabama and New York as part of the conspiracy to defraud. The deception of the consumer occurred in New York and Alabama as part of the conspiracy and acts in furtherance of the conspiracy took place in both states.
5. Defendants maintained a toll-free number as well as other numbers in New York

and Alabama and the Defendants services were transacted and performed in New York and Alabama.

6. Both Defendants maintained offices, telephone and performed services in New York and Alabama and jointly perpetuated the fraud and deception from its offices and joint conduct in those states.
7. Defendants negotiated very few settlements for which they received payments from Plaintiffs' and the Class Members' funds. Defendants took and converted millions of dollars belonging to Plaintiffs and the Class Members.
8. Defendants did not provide the services contracted for and did not intend to provide those services.
9. Defendants conduct violated the provisions of the Alabama Deceptive Trade Practices Act as well the New York Consumer Protection Act. Their joint conduct or practices included the following, among other things:
 - (a) Defendants promised that they would help Plaintiffs and the Class Members reduce their debts, but it did not in fact help them as promised. Plaintiffs and the Class Members were put in a worse position as a result of the conduct described herein.
 - (b) Defendants represented that it was an advantage to clients that Allegro was a law firm, In fact, however, Allegro simply forwarded information about its clients to its Co-Conspirator AmeriCorp, a non-lawyer, company, headquartered in New York, but jointly operating with Allegro in Alabama and New York.
 - (c) Defendants engaged in actions prohibited by the Alabama and New York Rules of Professional Conduct, as well as statutes, by charging and collecting their fees before providing any services and engaging in debt-settlement services without a license.
10. Defendants did not intend to provide the services it promised, and its conduct was

knowing, intentional and unlawful.

11. Defendants 's joint conduct violates numerous provisions of the Alabama DTPA and New York Consumer Protection Act by engaging in the following conduct:
 - (a) Passing off services as those of another.
 - (b) Causing confusion or misunderstanding as to the source of services.
 - (c) Representing that services have characteristics that they do not have.
 - (d) Advertising services with intent not to perform or sell them as advertised.
 - (e) After receipt of payment for services, failing to furnish such services within the time represented.
 - (f) Engaging in any other unconscionable, false, misleading, or deceptive acts, practices or representations;
12. Plaintiffs and the Class members seek damages up to three (3) times actual damages, attorney's fees and costs and all other damages and costs allowed to the maximum extent provided by law.

NEW YORK CONSUMER PROTECTION ACT

82. Plaintiffs incorporate the preceding paragraphs as if fully set forth here.
83. New York law provides a cause of action for "any person who has been injured by "the"[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state." N.Y. Gen. Bus. Law §349(a) and (h).
84. Defendants' wrongful acts are of a recurring nature and affect the public interest inasmuch as Defendants' representations and suppressions regarding debt elimination materially mislead and deceived reasonable consumers.
85. In addition, Plaintiffs and class members have been injured by Defendants' wrongful and patently unfair conduct. Defendants' taking of Plaintiffs' and class members money and converting it under false pretenses makes Plaintiffs' and Class Members a victim of the

fraud and deception that occurred in New York.

86. Upon information and belief, each Defendant actively and directly participated in and had control over the deceptive and unfair practices in New York and/or Alabama of the other Defendants and each Defendant had knowledge and awareness of the deceptive and unfair conduct that was occurring. Among other things, said Defendants, by instructing Plaintiffs to discontinue making payments on their credit card accounts, instructed Plaintiffs to act to their own detriment.
87. Upon information and belief, Defendants have violated Section 349 by, among other things:
 - (a) misrepresenting the nature and quality of the services they would provide to consumers;
 - (b) misrepresenting that their services offered actual value to consumers;
and
 - (c) falsely advertising services to consumers that they did not intend to actually provide.
88. As a proximate result of the foregoing violations of Section 349, Plaintiffs and the class Members have suffered, and will continue to suffer, damages in excess of \$5,000,000 to Defendants' wrongful conduct.
89. The actions and omissions of Defendants were deceptive, deceitful, fraudulent, malicious, reckless, wanton and/or oppressive and were undertaken to injure Plaintiffs and the Class. Accordingly, Defendants are liable to Plaintiffs and the class for compensatory, punitive and exemplary damages.
90. Plaintiffs have been required to retain the services of attorneys to prosecute this action and thus are entitled to an award of reasonable attorneys' fees and costs incurred herein.
91. Plaintiffs are further entitled to declaratory and injunctive relief to prevent Defendants from continuing their unlawful conduct.

UNJUST ENRICHMENT AND CONSTRUCTIVE TRUST

92. Plaintiffs incorporate the preceding paragraphs as if fully set forth here.
93. Defendants charged Plaintiffs fees for debt settlement services and took said fees and monies from Plaintiffs and class members. Defendants engaged in wrongful and unconscionable acts and omissions, despite having knowledge that there acts and omissions (e.g., the “Hess-Kennedy” scheme) were wrongful.
94. Plaintiffs can recover for unjust enrichment where the defendant benefitted at the Plaintiffs’ expense and in good conscience requires restitution or that a constructive trust be imposed over the funds that Defendants jointly and wrongfully obtained from Plaintiff and the class.
95. Defendants induced Plaintiffs into their wrongful scheme.
96. As part of their scheme, Defendants instructed and/or induced Plaintiffs’s to stop making payments to their creditors, and, instead, directed them to make payments to Defendants. Defendants told the Plaintiffs that, by doing so, their debt would be significantly reduced. However, Defendants did not actually help Plaintiffs significantly reduce their debts.
97. Defendants instead illicitly profited off of Plaintiffs by charging them high fees for their wrongful, fraudulent debt settlement scheme – money that should have been used to pay these Plaintiffs’ and the class members’ creditors. Defendants extracted money from Plaintiffs by misrepresenting that money would be applied to the Plaintiffs’ and class members’ debt. In reality, Defendants did not and do not intend to make any payments to creditors until the Plaintiffs’s fees to Defendants have largely been paid up front, so that few, if any, funds was paid to Plaintiffs’ creditors for at least a year.
98. Put simply, Defendants profited at the expense of the Plaintiffs and the class members by wrongfully extracting sums of money from Plaintiffs and the Class.
99. Equity and good conscience require that Defendants be disgorged of these ill-gotten revenues and that a constructive trust be imposed on all funds they received from Plaintiff

and the Class.

As a result of the foregoing, Defendants have been unjustly enriched and Plaintiffs and the class are entitled to damages in far excess of \$5,000,000.00.

101. The money paid by Plaintiffs to Defendants constitutes money paid as a result of a joint venture partnership, or a principal-agent relationship, and the wrongful acts and omissions, including but not limited to suppression, deceit, and deceptive trade practices, negligence, wantonness, tortuous interference, and breach of contract enure jointly and severally to each Defendant. Such wrongful conduct unjustly enriched Defendants. As such, the money paid by Plaintiffs and the Class to Defendants should be returned to the Plaintiffs.
102. Plaintiffs and the Class seek all equitable relief allowed, including but not limited to unjust enrichment, restitution and a constructive trust for the monies received by Defendant.

FRAUDULENT CONCEALMENT

103. Plaintiffs incorporate the preceding paragraphs as if fully set forth here.
104. Plaintiffs and members of the Class did not discover, and could not have discovered through the exercise of reasonable diligence, the existence of the conspiracy alleged herein until after Allegro filed bankruptcy and/or a receiver was appointed, since any attorney-client relationship existed between Allegro and Plaintiffs and the Class.
105. Because Defendants' alleged conspiracy was kept secret until after Allegro filed for bankruptcy and/or a receiver was appointed, Plaintiffs and members of the Class were unaware of Defendants' unlawful conduct alleged herein, and they did not know before that time that they were paying monies to Defendants that was not going to Creditors or that was otherwise converted or stolen by Defendants.
106. The affirmative acts of the Defendants alleged herein including acts in furtherance of the conspiracy, were wrongfully concealed and carried out in a manner that precluded detection.

107. By its very nature, Defendants' conspiracy was inherently self-concealing.
108. Under the circumstances surrounding Defendants wrongful conduct, Defendants' acts of concealment were more than sufficient to preclude suspicion by a reasonable person that Defendant's conduct was conspiratorial. Accordingly, a reasonable person under the circumstances would not have been alerted to investigate the legitimacy of Defendants' business and practices, especially since Allegro was a law firm.
109. Plaintiffs and members of the Class could not have discovered the alleged conspiracy at an earlier date by the exercise of reasonable diligence because of the deceptive practices and techniques of secrecy employed by Defendants and their co-conspirators to avoid detection of and fraudulently conceal their conspiracy.
110. Because the alleged conspiracy was both self-concealing and affirmatively concealed by Defendants and their co-conspirators, Plaintiffs and members of the Class had no knowledge of the alleged conspiracy, or of any facts or information that would have caused a reasonably diligent person to investigate whether a conspiracy existed until after Allegro filed bankruptcy or the receiver was appointed.
111. As a result of Defendants' fraudulent concealment of their conspiracy, the running of any statute of limitations, if any, has been tolled regarding any claims that Plaintiffs and members of the Class have alleged in this Complaint.
112. Defendants and their co-conspirators engaged in a successful conspiracy concerning their practices, which they affirmatively concealed, at least in the following respects:
 - a) By communicating secretly; and
 - b) By agreeing among themselves not to discuss publicly, or otherwise reveal, the nature and substance of the acts and communications in furtherance of their illegal scheme.
113. As a result of Defendants' fraudulent concealment, all applicable statutes of limitations affecting Plaintiffs' and the Class' claims have been tolled.

TORTUOUS INFERENCE

114. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth here.
115. There existed a contract between Allegro and the class members, its clients. Allegro breached each contract. AmeriCorp tortuous interference with that contract and otherwise practiced law without a license.
116. Plaintiffs are entitled to restitution and/or a full refund of the amount paid or received by Defendants because of the wrongful conduct of the Defendants as described herein.
117. AmeriCorp knowingly, intentionally and improperly, without privilege or justification, interfered with and disrupted the contractual relationships between Allegro and its clients by instructing the clients to stop making payments to their creditors on their account balances and by keeping and converting clients. Funds such that no payments were made to Creditors until after all fees were paid to Defendants. By stopping payment on their account balances, Plaintiffs breached their creditors agreements as a result of, and pursuant to, Defendants' unlawful actions. The Defendants cannot justify their conduct as being in the best interests of their clients when this conduct violated the laws of most states, including Alabama and New York. AmeriCorp further interfered with Allegro's right to receive payments from its clients, as the Defendants took funds from Allegro and its clients, which should have been used to pay to the clients creditors. Upon information and belief, the Defendants suppressed the fact that Defendants were using or converting funds that Plaintiffs sent to Allegro, and Defendants would not be making payments to their creditors on behalf of Plaintiffs until all fees had been paid "up front." This occurred even though the Defendants did not intend to make any such payments to creditors until the Plaintiff's fees to Defendants had largely been paid up front, so that few funds would accrue for the payment of the Plaintiff's debts to creditors for at least a year. Defendants withheld these material facts and deceived Plaintiffs.

SUPPRESSION

118. The Plaintiffs incorporates the preceding paragraphs as if fully set forth here.
119. Defendants suppressed material facts from Plaintiffs.
120. As a proximate consequence of the Defendants' conduct Plaintiffs have been injured.
121. Additionally, by reason of Defendants' outrageous conduct, Plaintiffs are entitled to recover punitive damages.
122. AmeriCorp knowingly, intentionally and improperly, without privilege or justification, interfered with and disrupted the contractual relationships between Allegro and its clients by instructing the clients to stop making payments to their creditors on their account balances and by keeping and converting clients. Funds such that no payments were made to Creditors until after all fees were paid to Defendants. By stopping payment on their account balances, Plaintiffs breached their creditors agreements as a result of, and pursuant to, Defendants' unlawful actions. The Defendants cannot justify their conduct as being in the best interests of their clients when this conduct violated the laws of most states, including Alabama and New York. AmeriCorp further interfered with Allegro's right to receive payments from its clients, as the Defendants took funds from Allegro and its clients, which should have been used to pay to the clients creditors. Upon information and belief, the Defendants suppressed the fact that Defendants were using or converting funds that Plaintiffs sent to Allegro, and Defendants would not be making payments to their creditors on behalf of Plaintiffs until all fees had been paid "up front." This occurred even though the Defendants did not intend to make any such payments to creditors until the Plaintiff's fees to Defendants had largely been paid up front, so that few funds would accrue for the payment of the Plaintiff's debts to creditors for at least a year. Defendants withheld these material facts and deceived Plaintiffs.

BREACH OF CONTRACT

123. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth here.
124. There existed a contract between Allegro and/or Defendants and Plaintiffs and the Class Members. Allegro or Defendants breached the contract.
125. Plaintiffs and the Class members are entitled to all damages allowed by law as a result of the breach.

BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

126. The Plaintiffs incorporate the preceding paragraphs as if fully set forth here.
127. Inherent in every contract is the covenant of good faith and fair dealing.
128. Defendants, jointly or severally, formed a contractual relationship with Plaintiffs and the class members.
129. This contractual relationship imposes an implied covenant of good faith and fair dealing upon Allegro and/or AmeriCorp.
130. Allegro and/or AmeriCorp breached the duty of good faith and fair dealing owed to Plaintiffs and the class members in numerous ways, as described herein, including but not limited to and by failing to properly perform under the contract, suppressing material information from Plaintiffs, and/or negligently performing or administering the form contracts at issue. Defendants failed to pay off debts that Defendants represented they would pay off or even to make payments on said debts.
131. Defendants conduct violates standards of decency, fairness, and reasonableness.
132. As a result of Defendants wrongful conduct, Plaintiffs and the Class have been harmed and are entitled to compensatory damages.
133. Further, by reason of Defendants' reprehensible and outrageous conduct, Plaintiffs and the class are entitled to recover punitive damages.

NEGLIGENT AND/OR WANTON CONDUCT

134. The Plaintiffs incorporate the preceding paragraphs as if fully set forth here.
135. Defendants were negligent and/or wanton in numerous ways as described herein, including, but not limited to:
- a. Negligently hiring, training and/or supervising their agents;
 - b. Negligently explaining, soliciting and representing Defendants' services;
 - c. Failing to supervise and monitor the activities of all agents selling or offering Defendants' services;
 - d. Failing to determine if Plaintiffs and class members needed or were qualified for their services Defendants offered.
 - e. Failing to properly perform the work paid for by the Plaintiffs.
 - f. Defendants failed to adequately and properly disperse monies associated with the funds or fees received from Plaintiffs and the class.
 - g. Defendant committed legal malpractice;
136. As a proximate consequence of Defendants' negligence and/or wantonness, as set forth herein, Plaintiffs suffered harm and are entitled to an award of compensatory damages in an amount to be proven at a non-jury trial.
137. Defendants' conduct was willful, wanton, reckless, malicious and/or outrageous, thereby entitling Plaintiffs to recover punitive damages against Defendant, as well as attorney fees and costs.

MONEY HAD AND RECEIVED

138. The Plaintiffs incorporate the preceding paragraphs as if fully set forth here.
139. The money Plaintiffs paid to the Defendants resulted from Defendants' wrongful conduct and constitute money paid as a result of the wrongful actions described herein.

140. As such, the money that the Plaintiffs and class members have paid should rightfully be returned to them.

THIRD-PARTY BENEFICIARY

141. The Plaintiffs incorporate the preceding paragraphs as if fully set forth here.
142. Plaintiffs and the class members were Third-Party beneficiaries of the contract or agreement between Allegro and AmeriCorp.
143. Plaintiffs and the Class members were not provided any real benefit or services as a result of their monies that were paid to Defendants. Defendants breached the contract among and between themselves such that Plaintiffs and the class members were harmed and suffered as a result of the breach.
144. Plaintiff suffered harm and are entitled to all damages and costs allowed by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request, on behalf of itself and the members of the Class, that this Court certify this suit as a class action under Rule 23 of the Federal Rules of Civil Procedure, appoint Plaintiffs as class representatives, and appoint the undersigned counsel for the Class. Plaintiff further request that, upon a final trial of this matter, judgment be entered in favor of Plaintiffs and the Class on the causes of action against the Defendants, awarding them all relief to which they are entitled, including, without limitation, the following:

1. That Defendant Allegro's debt not be discharged in bankruptcy;
2. A determination that Defendants breached contractual obligations owed to Plaintiffs and the Class Members by engaging in the wrongful conduct described herein;
3. A determination that the Defendants violated the Deceptive Trade Practices Act of

Alabama and the New York Consumer Protection Act, So 349 by engaging in the wrongful conduct described herein;

4. An order declaring the Defendants liable to Plaintiffs and the Class Members for the wrongful conduct described herein;
5. An order enjoining Defendants from continuing their wrongful conduct;
7. An order imposing a constructive trust on all funds paid by Plaintiffs and the Class Members to Defendants;
8. Award actual and compensatory damages against each Defendant, jointly and severally, in favor of Plaintiffs for all losses and damages, including all consequential losses and damages, suffered as a result of the wrongdoing described herein, together with pre-judgment and post-judgment interest at the maximum rate allowed by law;
9. Award punitive damages against each Defendant, jointly and severally, in favor of Plaintiffs, as a result of the wrongful conduct described herein, together with pre-judgment and post-judgment interest at the maximum rate allowed by law;
12. That judgment be entered for Plaintiffs and Class members against Defendants.
13. That Plaintiffs and the Class recover their costs of the suit, including attorneys' fees, as provided by law;
15. An award to class counsel of attorneys' fees and expenses from the common fund and equitable relief created hereby;
16. An order declaring that Defendants are financially responsible for notifying all Class Members of this action;
17. The debt owned by the Defendants to Plaintiffs is non-dischargeable pursuant to the Bankruptcy Code; and
18. Such other, further, or additional relief to which Plaintiffs and the Class Members may be entitled.

DEMAND FOR NON-JURY TRIAL

Plaintiff hereby demands a non-jury trial on all issues so triable.

DATED: January 31, 2011

Respectfully submitted,

Law Offices of M. Stephen Dampier, P.C.

By: /s/ M. Stephen Dampier
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*Attorney for the Named Plaintiffs and the
Proposed Class*

CERTIFICATE OF SERVICE

I hereby certify that on this the 31st day of January, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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